AGENDA

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

December 5, 2013 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

SWEARING IN OF COUNCILMEMBER NUTTING

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT
EMERGING ISSUES

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes from the October 24, November 7 and November 14, 2013 City Council meetings.

Page 19 Item 2: INTERLOCAL AGREEMENT WITH NORMANDY PARK FOR PUBLIC WORKS SERVICES
Motion is to approve the attached Inter-Local Agreement with the City of Normandy Park for Public Works Services, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted.

Page 49 Item 3: COMMUTE TRIP REDUCTION PROGRAM IMPLEMENTATION AGREEMENT
Motion is to approve the CTR Program Implementation Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the CTR Program and to authorize the City Manager to sign the Agreement substantially in the form as attached.

Page 63 Item 4: HIGHLINE SCHOOL DISTRICT INTERLOCAL JOINT USE AGREEMENT
Motion is to enter into an Interlocal Joint Use Agreement between Highline School District No. 401 and the cities of Burien, Des Moines, Normandy Park and SeaTac, and between the said Cities one with the other and to authorize the City Manager to sign said Agreement in the form as submitted.

PUBLIC HEARING

Page 75 Item 1: AMENDMENTS TO THE PHASE IN SCHEDULE FOR TRANSPORTATION IMPACT FEES
Staff Presentation: Transportation Manager Brandon Carver

Page 91 Item 2: AMENDMENTS TO TITLE 18 DMMC
Staff Presentation: City Attorney Pat Bosmans

OLD BUSINESS

Page 263 Item 1: ADOPTION OF YEAR 2014 BUDGET
Staff Presentation: Finance Director Paula Henderson

NEW BUSINESS

Page 279 Item 1: MARINA RATES
Staff Presentation: Harbormaster Joe Dusenbury

NEXT MEETING DATE

December 12, 2013 Regular City Council Meeting

ADJOURNMENT

Consent Agenda Item #1

MINUTES

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

October 24, 2013 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

ROLL CALL

Council present: Mayor Dave Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Councilmember Scott joined the meeting at 7:01 p.m.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Management Consultant Grant Fredricks; Finance Director Paula Henderson; Harbormaster Joe Dusenbury; SWM Utility Manager Loren Reinhold; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

Toni Overmyer, 25819 20th Avenue S announced to Council that the 2013 Des Moines Waterland Parade received an award grant of $1,000 presented by The Boeing Company and in association with Seafair Sanction Community Event Program. She thanked the 2013 partners that helped make the Parade a success. She also informed Council that she will be bringing a business proposal to Council to develop an independent Waterland entity.

Tony Hettler, 22506 Marine View Drive S, President of Destination Des Moines gave a brief power point presentation to Council on the 2013 events held in the Des Moines Community.

Mayor Kaplan proposed a full and complete comprehensive proposal to be submitted by any organization looking to hold events in the summer of 2014. Proposals should be submitted to City Manager Piasecki no later than close of business, 4:30 p.m., Friday, November 22, 2013.

Amber Scott, 22807 17th Avenue S came to invite Council to the 7th annual Chili Cook-Off event at the Farmer's Market, October 26th from 11:00 – 1:00 p.m. Proceeds will benefit the Southwest Women's Business Professionals Foundation and Dollars for Scholars. The Food Bank will be collecting donations as well.

David Litowitz, 602 S 242nd followed up with Council on the emphasis on keeping Traffic Impact Fees where they are and not raising them.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Chili Cook-Off this weekend at the Farmer's Market.
- TM Sell, Breeders Theater Production, *Blood Pudding:*
  - October 25-27.
  - November 1-3.
  - Beach Park Auditorium:
    - Light hors d' oeuvres and wine.
    - Tickets at the door, the Field House or on Brownpapertickets.com.

Councilmember Sheckler:

- Commended staff on Chapter 16 and 17 Amendments coming before Council tonight.
- Former "Self Appointed Mayor and City Manager of Redondo" Cliff and Gail McNeill wanted to say hello to everyone.

Councilmember Burrage:

- Attended an all day seminar on pornography.
- Will attend a seminar on the modern day slavery sex trafficking.
  - Hopes to work with the Police Department, schools and the Southwest Coalition Against Trafficking to work on prevention programs.
- Municipal Research Council:
  - Sales tax distribution per capita.

Mayor Pro Tem Pina:

- Highline School District:
  - Presentation on the Highline School District's Strategic Plan:
    - Dr. Enfield to give Council presentation.
- Highline Cities Coalition:
  - GIS mapping project.
  - Winter time challenge:
    - Clearing major routes.

Councilmember Musser:

- Sound Cities Association Women's Leadership Breakfast with Councilmember Burrage, held at Puget Sound Skills Center:
  - Great service.
  - Amazing food.
  - Place for catering and hosting an event.
- Municipal Facilities Committee:
  - Marina Development Plan.
  - Next meeting in November.
- Marina/Beach Park Pay Parking Plan.
- Mount Rainer Homecoming Game Friday, October 25, 8:00 p.m. @ Highline Stadium.

Councilmember Nutting:

- North Hill Elementary, 6:00-9:00 p.m. Annual Trunk or Treating Harvest Fest:
  - Trick or treating.
  - Costume Contest.
- Chili Cook-Off.

PRESIDING OFFICER'S REPORT

None.

ADMINISTRATION REPORT

City Manager Piasecki announced that SCORE won the ICMA Excellence Award at the Annual ICMA Conference.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: $595,574.14
Payroll Fund Transfers: $411,377.00
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: $1,006,951.14

Item 2: BUDGET AMENDMENTS

Motion is to enact Draft Ordinance No. 13-205, relating to municipal finance, amending the 2013 budget adopted in Ordinance No. 1558.

Item 3: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM

Motion is to authorize the City Manager to sign the Interlocal Agreement between the Cities of SeaTac, Des Moines, Covington, and Tukwila for the Minor Home Repair Program substantially in the form as submitted.

Item 4: DRAFT RESOLUTION 13-216 SETTING A PUBLIC HEARING TO CONSIDER ZONING AND LAND USE REGULATIONS FOR PRODUCERS, PROCESSORS, AND RETAILERS OF RECREATIONAL MARIJUANA LICENSED BY THE STATE OF WASHINGTON

Motion is to adopt Draft Resolution 13-216 setting a public hearing on November 14, 2013 to consider Draft Ordinance 13-216 which provides zoning and land use regulations for producers, processors, and retailers of recreational marijuana licensed by the State of Washington.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Mayor Pro Tem Pina.

Councilmember Burrage asked to receive clarification from staff on a previously asked question to Item 4. City Manager Piasecki responded.
The motion passed 7-0.

OLD BUSINESS

Item 1: FEDERAL WAY LINK EXTENSION (FWLE) DEIS ALTERNATIVES

Staff Presentation: Management Consultant Grant Fredricks

Staff members from Sound Transit gave a power point presentation on updates from community meetings held during the summer.

Mayor Kaplan took New Business Items 1-3 before Old Business Item 2.

NEW BUSINESS

Item 1: AMENDMENTS TO TITLE 16 DMMC, DRAFT ORDINANCE NO. 13-168
Staff Presentation: City Attorney Pat Bosmans

Direction/Action
First Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance No. 13-168 on first reading; seconded by Councilmember Musser.
The motion passed 7-0.

Second Motion made by Councilmember Sheckler to enact Draft Ordinance No. 13-168, repealing and replacing Title 16 DMMC, entitled *Buildings and Construction*; seconded by Councilmember Musser.
The motion passed 7-0.

Mayor Kaplan read Draft Ordinance No. 13-168 into the record.

Item 2: COMMUTE TRIP REDUCTION PLAN, DRAFT ORDINANCE NO. 13-215
Staff Presentation: City Attorney Pat Bosmans

Direction/Action
First Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance No. 13-215 on first reading; seconded by Councilmember Musser.
The motion passed 7-0.

Second Motion made by Councilmember Sheckler to enact Draft Ordinance No. 13-215, adopting the CTR as chapter 12.70 DMMC; seconded by Councilmember Musser.
The motion passed 7-0.

Mayor Kaplan read Draft Ordinance No. 13-215 into the record.

Item 3: AMENDMENTS TO TITLE 17 DMMC, DRAFT ORDINANCE NO. 13-169
Staff Presentation: City Attorney Pat Bosmans

First Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance No. 13-169 on first reading; seconded by Councilmember Musser.
The motion passed 7-0.

Second Motion made by Councilmember Sheckler to enact Draft Ordinance No. 13-169, repealing and replacing Title 17 DMMC, entitled *Subdivisions*; seconded by Councilmember Musser.
The motion passed 7-0.

Mayor Kaplan read Draft Ordinance No. 13-169 into the record.

At 8:25 p.m. Council took a 5 minute break and resumed back at 8:30 p.m.

Item 4: MARINA 2014-2019 CAPITAL IMPROVEMENT PLANS
Staff Presentation: Harbormaster Joe Dusenbury

Harbormaster Dusenbury gave a brief power point presentation to Council on the Marina Capital Improvement Plan.

Item 5: SWM 2014-2019 CAPITAL IMPROVEMENT PLANS
Staff Presentation: SWM Utility Manager Loren Reinhold

SWM Utility Manager Reinhold gave a power point presentation to Council on the Surface Water Management Capital Improvement Plan.

OLD BUSINESS:

Item 2: 2014 BUDGET – GENERAL AND STREET FUNDS BUDGET BALANCING STRATEGIES
Staff Presentation: Finance Director Paula Henderson

City Manager Piasecki asked Finance Director Henderson to answer questions posed by Councilmember Burrage from a prior communication.

At 9:30 p.m. Councilmember Sheckler left the meeting.

At 10:00 p.m. Councilmember Burrage moved to extend the meeting an additional 10 minutes; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

NEXT MEETING DATE

November 7, 2013 Regular City Council Meeting.

ADJOURNMENT

Motion made by Councilmember Musser to adjourn; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

The meeting was adjourned at 10:03 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

MINUTES

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

November 7, 2013 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Dave Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage and Bob Sheckler.

Council absent: Councilmember Carmen Scott.
Direction/Action
Motion made by Mayor Pro Tem Pina to excuse Councilmember Scott; seconded by Councilmember Burrage.
The motion passed 6-0.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Harbormaster Joe Dusenbury; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Director Paula Henderson; Transportation Manager Brandon Carver; City Clerk Bonnie Wilkins.

CORRESPONDENCE

Two pieces of correspondence received:

- Bud Gould, Anthony's Restaurant.
- John Tidwell, Des Moines Marina Center.

Both own the land that Anthony's Restaurant is on; both with comments with regards to the Pay Parking item.

COMMENTS FROM THE PUBLIC

Lance Haslund, 3100 SW 170th Street, Burien; Congratulated Council on re-election. Represents Anthony's Homeport and read the letter received from John Tidwell into the record.

Jeff Arnot, 421 S 227th Street, Des Moines: Chief Operating Officer for Anthony's Restaurant. Asked Council to honor the 1970 commitment between the City of Des Moines and Anthony's Restaurant regarding parking.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Sheckler:

- Glad to see the incumbents back on Council.
- Nice to see that the campaign signs have come down.

Councilmember Burrage:

- Attended the State of the Schools Address:
  - 2013-2017 Strategic Plan:
    - Three Bold Goals:
      - All children entering Kindergarten this year will meet or exceed standards in core subjects at the end of 3rd grade.
      - At least 19 out of 20 students entering grade 6 will now pass algebra at the end of 9th grade.
      - High school graduation - 19 out of 20 students in 9th grade will graduate prepared to choose their future.
- Asked the Municipal Research Council to do some research on how much revenue each City would get if 50% of revenue was distributed on the sales tax from point of sale and 50% on per capita.
  - Report is back: Approximately 66 cities would lose money and about 240 would gain.
    - Hoping to get on our agenda to work with other cities to coordinate with them and lobby to get equity in sales tax distribution.

Mayor Pro Tem Pina:

- Finance & Economic Development:
  - Met with local investors.
    - Discuss downtown zoning:
      - Actions for them to talk with staff.
- Attended TM Sells Blood Pudding on November 1st in the Beach Park Auditorium:
  - Well done play.
  - Not a lot of props but they made good use of what they had.
- Attended the premiere Showing of *The Maury Island Incident*:
  - Movie out in short form.
  - Market at film festivals.
- Attended the Legacy Foundation Brunch:
  - Preliminary numbers:
    - $9,600 for senior programs and services.
- Public Safety & Transportation Meeting:
  - Draft Ordinance for the sale and processing of marijuana within the City limits.
  - Citizen concerns on 20th Avenue between Kent Des Moines Road and S 240th Street.
  - Property owner who wanted the City to visit Traffic impact fees.
- Transportation Benefit District Board Meeting:
  - Approve 2014 budget.

Councilmember Musser:

- Thanked the Farmer's Market board for a great season:
  - Participated in the Chili Cook-Off.
  - Amazing experience.
  - Candied bacon for the win!
- Leaves on streets:
  - Clear out your drains and help out your neighbors.
- Speaking at the National League of Cities:
  - Highline Healthy Coalition:
    - Working with school districts for stronger communities.

City Manager Piasecki commented to the public that the City does not have a program to clean up leaves so please put them in your yard waste and they will be picked up by Cleanscapes.

Councilmember Nutting:

- Watchdogs at North Hill Elementary hosting the second Dads and Kids pizza night and open gym.

PRESIDING OFFICER'S REPORT

- Chili cook-off was great:
  - Council has a lot to be proud of helping to promote the Farmer's Market.
  - Looking forward to Season 9 of the Market.
- *Maury Island Incident*:
  - True story about Des Moines and Maury Island.
- Des Moines Legacy Foundation, Bayside Brunch:
  - Helping senior and youth in Des Moines.
  - Great volunteers.
  - Thanked Anthony's-great volunteer effort on their part.
- Attended Blood Pudding:
  - Great job from Patrice Thorell and Parks staff.
  - Nice to have a local theater group perform.
- Meeting with businesses in Des Moines on Chamber of Commerce:
  - First of two meetings.
  - Representatives from approximately 50 businesses in the City.
  - Expressed opinion, listened and offered suggestions.
- National League of Cities, November 13-16.
- Attended conference calls and meetings related to State Route 509:
  - Transportation proposal, 3 major components:
    - Large projects of statewide significance.
    - Provided local option funding.
    - Funding option for King County and other transit district.
- Councilmembers Burrage, Nutting and Mayor Kaplan celebrated birthdays recently.
- Thanked the voters for the opportunity to serve another 4 years.

ADMINISTRATION REPORT

EMERGING ISSUES

- City Manager Piasecki and staff met with a potential buyer of Landmark on the Sound:
  - Developer from Portland.
  - Wants the project to be a destination resort type development.
- Met with group looking at Blueberry Lane which was rezoned a few years ago:
  - The PUD is still alive and active, doesn't expire for another 2 years.
  - Concerns with PUD that was approved.

CONSENT CALENDAR

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the September 26, October 3 and October 10, 2013 City Council meetings.

Item 2: AGREEMENT WITH MOFFATT NICHOL FOR PERMITTING, ENGINEERING, DESIGN AND CONSULTING SERVICES ASSOCIATED WITH THE REPLACEMENT OF THE DAMAGED SECTION OF J DOCK

Motion is to approve the agreement with Moffatt Nichol Engineers in an amount not to exceed $70,539 for design, engineering, permitting and construction management services for the replacement of the fire damaged section of J Dock and to authorize the City Manager to sign the agreement substantially in the form as presented.

Direction/Action

Motion made by Councilmember Nutting to approve the consent agenda; seconded by Councilmember Musser.
The motion passed 6-0.

Mayor Kaplan took New Business Item #4 ahead of Old Business.

NEW BUSINESS

Item 4: MARINA AND DES MOINES BEACH PARK PAY PARKING

Staff Presentation: Harbormaster Joe Dusenbury & Parks, Recreation & Senior Services Director Patrice Thorell

Harbormaster Dusenbury started with a power point presentation. Parks, Recreation & Senior Services Director Patrice Thorell spoke about a Pay Parking communication plan.

EXECUTIVE SESSION

The purpose of the special meeting was to hold an Executive Session to discuss labor negotiations per Title 42.30.140(4)(a). In attendance were Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser and Jeanette Burrage; City Manager Tony Piasecki; Assistant City Manager Lorri Ericson; City Attorney Pat Bosmans.

The Executive Session started at 8:35 p.m. and was scheduled for 15 minutes.

At 8:50 p.m. Mayor Kaplan announced that the Executive Session would last another 10 minutes.

At 9:00 p.m. the Executive Session concluded; no formal action was taken.

At 9:00 p.m. Councilmember Sheckler left the meeting.

Mayor Kaplan announced that due to time constraints, New Business Item #3 would not be heard this evening.

Direction/Action

Motion made by Councilmember Musser to reschedule New Business Item #3 to a future date; seconded by Councilmember Nutting.
The motion passed 4-0.

Mayor Pro Tem Pina rejoined the meeting at 9:02 p.m.

OLD BUSINESS

Item 1: 2014 BUDGET – GENERAL AND STREET FUNDS BUDGET BALANCING STRATEGIES

Staff Presentation: Finance Director Paula Henderson

City Manager Piasecki presented the most updated 2014 Budget Balancing Strategies Spreadsheet, handed out by Finance.

No formal action was taken.

NEW BUSINESS

Item 1: 2014-2019 MCI CAPITAL IMPROVEMENT PLAN

Staff Presentation: Parks, Recreation & Senior Services Director Patrice Thorell

Parks, Recreation & Senior Services Director Thorell gave a brief power point presentation to Council on the 2014-2019 MCI Capital Improvement Plan for parks projects.

Motion made by Mayor Kaplan to move the Picnic Shelter Project from 2014 to 2015 in the 2014-2019 Capital Improvement Plan; seconded by Councilmember Musser.
The motion passed 4-1.
For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting and Musser.
Against: Councilmember Burrage.

Motion made by Mayor Kaplan to authorize the Underwood light replacement project in 2014 and defer the other Lifecycle Repair Projects to 2015; seconded by Councilmember Musser.
The motion passed 4-1.
For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting and Musser.
Against: Councilmember Burrage.

Motion made by Mayor Kaplan to move the City Hall Parking Lot Rebuild project from 2014 to 2015; seconded by Councilmember Musser.
The motion passed 4-1.
For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting and Musser.
Against: Councilmember Burrage.

Motion made by Mayor Kaplan to move the Activity Center Emergency Generator from 2015 to 2014; seconded by Councilmember Musser.
The motion passed 5-0.

Item 2: YEARS 2014-2019 DRAFT TRANSPORTATION CAPITAL IMPROVEMENT PLAN

Staff Presentation: Transportation Manager Brandon Carver

Transportation Manager Carver gave a brief power point presentation on the 2014-2019 Draft Transportation Capital Improvement Plan.

Motion made by Councilmember Musser to extend the meeting until 10:05 p.m.; seconded by Councilmember Nutting.
The motion passed 5-0.

Motion made by Mayor Kaplan to extend the meeting until 10:10 p.m.; seconded by Councilmember Nutting.
The motion passed 5-0.

No formal action was taken.

Item 3: PACIFIC HIGHWAY SOUTH CORRIDOR POLICY DISCUSSION
Staff Presentation: Community Development Manager Denise Lathrop

Item #3 moved to January 9, 2013

NEXT MEETING DATE

November 14, 2013, Regular City Council Meeting.

ADJOURNMENT

Motion made by Mayor Pro Tem Pina to adjourn; seconded by Councilmember Musser.
The motion passed 5-0.

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

Respectfully submitted,
Bonnie Wilkins
City Clerk

MINUTES

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

November 14, 2013 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Kaplan.

ROLL CALL

Council present: Mayor Dave Kaplan; Mayor Pro Tem Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage and Bob Sheckler.

Absent: Councilmember Carmen Scott.

Direction/Action

Motion made by Mayor Pro Tem Pina to excuse Councilmember Scott; seconded by Councilmember Musser.
The motion passed 6-0.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Finance Director Paula Henderson; Community Development Manager Denise Lathrop; City Clerk Bonnie Wilkins.

CORRESPONDENCE

None.

COMMENTS FROM THE PUBLIC

Barb Houston-Shimizu, 20830 8th Avenue S, spoke about South King County Family Budgets and continuing to partner with the City for the betterment of the Community.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Sheckler:

- No report.

Councilmember Burrage:

- Attended Washington Policy Summit meeting.

Mayor Pro Tem Pina:

- Recognized local restaurant, The Scotch & Vine, for receiving the King 5 "Best of Western Washington, Best New American Restaurant" award.
- Acknowledged all the volunteers, staff and members of the community that contributed their time and effort to the Bayside Brunch:
  - $19,000 was raised for seniors.
  - $9,000 for youth.
- Thanked the community and voters for their support during the election. Humbled and privileged to serve another 4 years and for the community trust.

Councilmember Musser:

- Thanked the voters of Des Moines and grateful to have met so many community members and looks forward to another 4 years.

Councilmember Nutting:

- No report.

PRESIDING OFFICER'S REPORT

- Attending the National League of Cities for the day.
- Environment Committee Meeting:
  - Comprehensive SWM Plan being developed.
  - Draft 2014 Work Program.
  - NPDES permit monitoring and assessment.
  - Tree trimming/clearing Ordinance.

ADMINISTRATION REPORT

KING COUNTY COUNCILMEMBER JULIA PATTERSON

- King County Councilmember Julia Patterson spoke before the Council to bid farewell as she is retiring after 24 years as an elected official. She also spoke about Sound Transit's Federal Way Link Extension and passed out some informational literature.

- City Manager Piasecki mentioned that an article on the Marina and Beach Park Pay Parking will be published in the next edition of the *City Currents*.

- Squid-A-Rama, November 16 at The MaST Center from 5:00 p.m. to 9:00 p.m.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: $1,794,527.92
Payroll Fund Transfers: $420,885.87
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: $2,215,413.79

Item 2: ECOLOGY FY 2014 STORMWATER GRANT AGREEMENT

Motion is to approve the 2013-2015 Municipal Stormwater Capacity Grant Agreement between the State of Washington Department of Ecology and the City of Des Moines, and further to authorize the City Manager to sign said Agreement substantially in the form as submitted.

Item 3: RESOLUTION FOR CITY OF DES MOINES PARTICIPATION IN THE ASSOCIATION OF WASHINGTON CITIES EMPLOYEE BENEFIT TRUST HEALTH CARE PROGRAM

Motion is to enter into an Agreement with the Association of Washington Employee Benefit Trust to provide health insurance for City of Des Moines employees and to authorize the City Manager to sign the Agreement substantially in the form as attached.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

PUBLIC HEARING

Item 1: YEAR 2014 GENERAL PROPERTY TAX LEVIES
Staff Presentation: Finance Director Paula Henderson

Mayor Kaplan opened the Public Hearing at 7:37 p.m.

Finance Director Henderson gave a power point presentation to Council on the 2014 property taxes.

Mayor Kaplan asked 3 times if anyone wished to speak; seeing none Mayor Kaplan asked Councilmembers if they had any questions.

Mayor Kaplan closed the Public Hearing at 7:40 p.m.

Direction/Action
First Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance No. 13-251 on first reading; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

Second Motion made by Councilmember Sheckler to enact Draft Ordinance No. 13-251, determining the amount of funds to be raised by ad valorem taxes for the year 2014 for general City expenditures; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 13-251 into the record.

Item 2: ADOPTION OF YEAR 2014 BUDGET
Staff Presentation: Finance Director Paula Henderson

Mayor Kaplan opened the public hearing at 7:42 p.m.

Finance Director Henderson provided Council with an overview of the proposed 2014 budget.

Mayor Kaplan asked 3 times if anyone wished to speak; seeing none Mayor Kaplan asked Councilmembers if they had any questions.

Mayor Kaplan asked Finance Director Henderson to clarify the $97,039 transfer to the Pavement Management Project; Finance Director Henderson did.

Mayor Kaplan closed the Public Hearing a 7:45 p.m.

Direction/Action
Motion made by Councilmember Sheckler to pass Draft Ordinance No. 13-255 to a second reading for enactment at the December 5, 2013 City Council meeting; seconded by Councilmember Musser.

The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 13-255 into the record.

Item 3: DRAFT ORDINANCE 13-216 PUBLIC HEARING TO CONSIDER ZONING AND LAND USE REGULATIONS FOR PRODUCERS, PROCESSORS, AND RETAILERS OF RECREATIONAL MARIJUANA LICENSED BY THE STATE OF WASHINGTON

Staff Presentation: Community Development Manager Denise Lathrop

Mayor Kaplan opened the Public Hearing at 7:51 p.m.

Community Development Manager Lathrop gave Council a brief power point presentation.

Mayor Kaplan asked 3 times if anyone wished to speak; seeing none Mayor Kaplan asked Councilmembers if they had any questions.

Mayor Kaplan asked if Ordinance No. 13-216 deals only with recreational or does it also deal with medicinal marijuana. Community Development Manager Lathrop replied that this Ordinance only deals with recreational marijuana.

Mayor Kaplan closed the Public Hearing at 7:56 p.m.

Direction/Action

First Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance 13-216 on first reading; seconded by Councilmember Burrage.
The motion passed 6-0.

Second Motion made by Councilmember Sheckler to enact Draft Ordinance 13-216 adding a new chapter to Title 18 DMMC entitled "State-Licensed Marijuana Producers, Processors, and Retailers," and codifying a new chapter in Title 18 DMMC; seconded by Councilmember Burrage.
The motion passed 6-0.

Mayor Kaplan read Draft Ordinance No. 13-216 into the record.

Item 4: AMENDMENTS TO TITLE 18 DMMC

Staff Presentation: City Attorney Pat Bosmans

Mayor Kaplan opened the Public Hearing at 7:59 p.m.

City Attorney Bosmans gave a brief presentation to Council.

Direction/Action

First Motion made by Councilmember Sheckler to consider Draft Ordinance No. 13-170; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

Second Motion made by Councilmember Sheckler to continue the Public Hearing on Draft Ordinance No. 13-170 to December 5, 2013; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

OLD BUSINESS

Item 1: YEARS 2014-2019 DRAFT CAPITAL IMPROVEMENT PLAN
Staff Presentation: Finance Director Paula Henderson

Finance Director Henderson gave a brief presentation to Council.

Direction/Action
Motion made by Mayor Kaplan to move $97,000 to the MCI as intended by the original ordinance; seconded by Councilmember Burrage.
The motion passed 6-0.

Motion made by Councilmember Burrage to remove the Activity Center from the CIP in 2018 and replace it with a Marina parking lot garage.
Motion failed for lack of a second.

Motion made by Councilmember Sheckler to adopt Draft Resolution No. 13-254 approving the City of Des Moines 2014-2019 Capital Improvement Plan as amended; seconded by Councilmember Nutting.
The motion passed 5-1.
For: Mayor Kaplan; Mayor Pro Tem Pina; Councilmembers Nutting, Musser and Sheckler.
Against: Councilmember Burrage.

Mayor Kaplan read Draft Resolution No. 13-254 into the record.

NEXT MEETING DATE

December 5, 2013, Regular City Council Meeting.

ADJOURNMENT

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Musser.
The motion passed 6-0.

The meeting was adjourned at 8:21 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

Consent Agenda Item #2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Inter-Local Agreement with Normandy Park for Public Works Services

ATTACHMENTS:

1. Draft Inter-Local Agreement with Normandy Park for Public Works Service
2. Draft Normandy Park Service Request
3. Draft City of Des Moines Service Request

AGENDA OF: December 5, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: November 21, 2013

CLEARANCES:
[X] Legal PB
[X] Finance pl
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[X] Planning, Building & Public Works DJB
[ ] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

The purpose of this agenda item is to seek Council approval of an Inter-Local Agreement (ILA) (Attachment 1) with the City of Normandy Park for Public Works Services.

Suggested Motion

Motion 1: "I move to approve the attached Inter-Local Agreement with the City of Normandy Park for Public Works Services, and further authorize the City Manager to sign the Agreement, substantially in the form as submitted."

Background

Throughout much of 2013, staff form Des Moines and Normandy Park have been discussing opportunities within Public Work operations and maintenance for resource sharing. There are already a number of examples where our Cities have co-operative Agreements, including Court and Prosecutor Services, and Senior Services. There are many similarities in Public Works Maintenance functions from one city to the next, so this is a natural place to explore further partnering opportunities. As a result, staff has drafted an Inter-Local Agreement which is provided as Attachment 1. This ILA provides the frame work for the possibility of cooperative Public Works Services between the two cities.

Discussion
The ILA will allow both agencies to take advantage of opportunities at any given time both ongoing and one time. Either agency will be able to request a service, purchasing, or to joint contract from the other. The scope of a request will be specified in a letter of request for service. A letter of acceptance will specify costs, timelines and resources of the requested services. The combination of these two letters will be the form a task assignment, and will outline the schedule and billing process for the work.

As an example of the types of projects staff might consider, the City of Normandy Park has prepared a service request for support on development and implementation of a traffic sign inventory system (refer to Attachment 2). The City of Des Moines has prepared a service request for the use of the Normandy Park's "Video Camera" vehicle in support of its Surface Water Management operations and comprehensive plan update (refer to Attachment 3). While these examples are still in draft format, they provide real world examples of how our cities can work together for mutual benefit. If the ILA is approved, staff intends to further develop the draft service requests, finalize the task assignment, and proceed with these projects.

It is clearly understood that neither City has an obligation to provide services to the other. When reviewing a request for service from the other City, each City will have to evaluate its own resources, and determine if they have adequate capacity to provide the requested services.

While many projects will be administrative in nature, each Council will receive a report on the use and status of the projects tasked under the Agreement.

As both Cities are members of Washington Cities Insurance Association (WCIA), WCIA has reviewed the Draft ILA, and provided comments which have been incorporated.

Inter-Local Agreements like this are one example of ways to create partnerships that can improve efficiency and reduce costs. Staff will continue to explore similar opportunities with other Agencies.

Financial Impact
There is no specific financial commitment with the approval of this ILA. The fiscal impact will vary according to each specific task, project, or purchase requested and/or accepted by the City. The intention of the ILA is that it be mutually beneficial to both parties. If a task is not meeting that goal, that task will be discontinued. Tasks undertaken with this ILA will already be included as part of the adopted budgets for each City. No change in Budget is anticipated due to this Agreement.

Alternatives
The Council could decide not to enter the Inter-local agreement with Normandy Park at this time.

The Council could propose modifications the Inter-local Agreement.

Recommendation or Conclusion
Staff recommends the suggested motion.

Concurrence:
The Legal, Finance, Planning, Building and Public Works Departments concur.

Attachment #1

INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF DES MOINES AND NORMANDY PARK FOR COOPERATIVE PUBLIC WORKS MAINTENANCE AND OPERATIONS

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into between the CITY OF DES MOINES, a Washington municipal corporation ("Des Moines"), and the CITY OF NORMANDY PARK, a Washington municipal corporation ("Normandy Park"), (collectively the "Parties, or Cities" or in the singular "Party or City").

RECITALS

WHEREAS, this Agreement is entered into by the Cities under the authority of RCW 35A.11.040; and

WHEREAS, the Parties are "public agencies" as defined by Chapter 39.34 RCW (the Interlocal Cooperation Act) and through the provisions of that Chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, RCW 39.34.030 authorizes an agreement for joint or cooperative action by a public agency upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

WHEREAS, the Parties' Public Works and Parks Departments have similar operational needs and can provide savings to taxpayers through contracting for shared services; and

WHEREAS, each Party can realize certain economies from sharing resources and piggybacking onto contracts with the other Parties; and

WHEREAS, each Party has agreed to follow the other Party's Contracting Procedures for bidding, contracting and purchasing where required by this Agreement; and

WHEREAS, each Party has agreed to compensate the other Party for expenses incurred when utilizing the procedures offered under this Agreement;

WHEREAS, this Agreement represents a collaborative effort to share resources by defining the terms and conditions under which the District may use the services of certain City staff members; and

NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, and in the exercise if authority granted by the Interlocal Cooperation Act, Chapter 39.34, the Parties do hereby agree to the following:

1. Purpose. It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties to take advantage of economies of scale in sharing resources, by providing services to the other Party, by conducting joint operations for public works projects, and by utilizing cooperative purchasing.

2. Definitions.

"Contracting Procedures" means the ordinances, resolutions, and administrative orders adopted by a Party that specify the methods by which that Party purchases goods, equipment and services and the methods by which that Party obtains professional services, advertises for bids and awards contracts.

"Lead Agency" is the Party designated as having administrative oversight of the services being provided to the other Party, including the responsibility for tracking expenses, providing invoices, and reconciling costs for services rendered.

"Piggybacking" refers to the process by which a Party utilizes the contract that the other Party has entered into with an outside vendor to make purchases or to receive services from that outside vendor.

"Providing Party" means the Party that has received a request to provide services.

"Requesting Party" means the Party that requests services from the Providing Party.

3. Scope of Work. The following process shall be followed by the Parties when seeking to engage in joint operations or contracted services under this Agreement (not cooperative purchasing, which is addressed in Section 4, herein):

3.1 Requests for Services. The Requesting Party shall submit a written request (see example provided as Attachment 1) to the Providing Party setting forth the requested scope of work, requested duration or frequency of work, the equipment and materials required, the location of the work, the estimated cost of the work and budgeted amount for the work, any additional specifications or standards that must be considered, and a date by which a response is requested. If the Requesting Party is limited in the amount of money it can spend on the request due to a budget appropriation, the Requesting Party must specify that limitation in its request.

3.2 Acceptance of Request for Services. The Providing Party shall respond to the written request for services through a written acceptance or denial (see example provided as Attachment 2). Should the Providing Party fail to respond to the Requesting Party by the date specified in the request, the Requesting Party's request shall expire and be void. An acceptance shall include the agreed upon scope of work, the total estimated direct cost for the work, the estimated indirect cost (all administrative charges and overhead), whether a deposit will be required and if so, for what purpose, and the duration and/or schedule for the work and any specifications or standards that will be applicable. The written acceptance shall require the signature of the appointed

administrator of the Providing Party, the appointed administrator of the Requesting Party, and the signature of each such Party's respective City Manager/City Administrator.

3.2.1 Outside Vendor Contracts. If the Providing Party's services to be rendered are services provided by a contract between the Providing Party and an outside vendor, the Providing Party's contract with the vendor shall reference this Agreement and specify that the vendor agrees to provide services to a Party other than the Providing Party. The Providing Party shall provide a copy of its contract with the outside vendor to the Requesting Party with its written acceptance to the Requesting Party.

3.3 Providing Party as Lead Agency. The Providing Party shall be the Lead Agency and shall have administrative oversight of the services requested, any advertisement for bids and award of contract, and the accounting for the services. The Lead Agency shall generally incur the cost of the service being performed to the Requesting Party and, in most circumstances, shall be responsible for invoicing the Requesting Party for services rendered.

3.4 Modifications to Scope, Schedule, and Budget. Any modifications to the project scope, schedule, and budget contained in the signed written acceptance, shall only be made by mutual agreement of the Parties. Any costs incurred by the Providing Party in excess of the agreed budget amount shall not be invoiced to the Requesting Party until and unless the Providing Party has received a letter from the Requesting Party with approval to increase the budget amount for the service.

3.5 Services that Require Bidding and Contracting. A service that requires an advertisement for bids and an award of contract shall be specified by the Providing Party in its written acceptance. Pursuant to Subsection 3.3, the Providing Party, as Lead Agency, shall be solely responsible for conducting an advertisement for bids and awarding a contract. In advertising for bids and awarding a contract the Providing Party shall follow all applicable state and federal laws, and its own adopted local ordinances/rules. The Providing Party may consult with the Requesting Party as to the terms and provisions in a request for bids, but the Requesting Party shall have no role in awarding the contract. The Providing Party assumes sole responsibility for compliance with state and federal law and its adopted local ordinances and rules pertaining to the award of the contract, management of the contract, contract close-out, warranty and required financial guarantees. Any claims by laborers/material-men/mechanics/suppliers shall be handled by the Providing Party. Resolution of any dispute under the contract awarded by the Providing Party shall be handled by the Providing Party. The prosecution or defense of any legal claim involving the contract awarded by the Providing Party shall be handled by the Providing Party. The Providing Party shall immediately notify the Requesting Party of any claims or disputes filed on the project. Costs for the resolution of claims and disputes shall be the responsibility of the Requesting Party.

3.6 Care and Maintenance of Equipment. The Parties agree that any time a request is made for the use of equipment, the Requesting Party shall be responsible for

the proper care, maintenance and security of the equipment until the equipment is returned to the Providing Party. The Requesting Party shall permit the equipment to be used only by properly trained and supervised operators. Any damage to the equipment other than normal wear and tear, that is not covered by insurance or is under the Providing Party's deductible, will be the responsibility of the Party in possession of the equipment at the time the equipment is damaged. The Providing Party may require, at its sole discretion, that only the Providing Party's personnel operate certain equipment. In doing so, the Providing Party shall be deemed an independent contractor, pursuant to Section 12, and the Providing Party's employees shall not be deemed employees of the Requesting Party. The Providing Party's operator shall perform under the general direction and control of the Requesting Party but shall retain full control of the manner and means of using the equipment.

3.7 Right of Entry. The Parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the Parties have an interest, within or adjacent to the right-of-way of a highway, road, street, or park for the purpose of accomplishing all work or services requested as part of this Agreement.

4. Joint and Cooperative Purchasing.

4.1 Contract Piggybacking. Each Party to this Agreement has adopted its own Contracting Procedures pertaining to purchasing and the award of contracts. A Piggybacking Party bears the sole responsibility for conducting its own due diligence to determine whether the non-Piggybacking Party has lawfully entered into a contract for purchasing and/or services according to that Party's adopted Contracting Procedures prior to placing any orders, or engaging services from a provider under the non-Piggybacking Party's contract. Due diligence includes ascertaining whether the non-Piggybacking Party's contract with an outside vendor allows a Party to Piggyback.

4.2 Contracting Procedures. Each Party's Contracting Procedures are specified herein as follows:

4.2.1 Des Moines. Des Moines Purchasing Policies and Procedures are adopted by Resolution 1070, and outlined in an August 16, 1993 memorandum attached to the January 27, 1994 Council meeting minutes. Des Moines Purchasing Policies and Procedures, as written or hereafter amended, are incorporated by reference.

4.2.2 Normandy Park. Normandy Park's Purchasing Policies and Procedures are adopted by Resolution/Ordinance XX-XXX. Normandy Park's Purchasing Policies and Procedures, as written or hereafter amended are incorporated by reference.

4.3 Piggybacking Party's Responsibilities. If the Piggybacking Party decides to utilize the non-Piggybacking Party's contract to purchase supplies, equipment, or services, the Piggybacking Party bears the sole responsibility for observing the terms of

the non-Piggybacking Party's contract and assumes any liability under the terms of the contract between the non-Piggybacking Party and the vendor/service provider pertaining to the supplies, equipment or services it obtains under that contract, thereby stepping into the shoes of the non-Piggybacking Party for all purposes for which the Piggybacking Party is utilizing the non-Piggybacking Party's contract.

4.4 Piggybacking Not Authorized. This Agreement does not authorize any Party to Piggyback onto any Party's Intergovernmental Agreement for State Purchasing Cooperative with the State of Washington, Department of General Administration.

5. Administration.

5.1 The Parties shall each appoint a representative to administer the terms of this Agreement. The appointed administrators, which may be amended from time to time with notice to the other Party are:

For Des Moines:
Dan Brewer, Public Works Director
21650 11th Avenue South
Des Moines, WA 98198
E-mail: dbrewer@desmoineswa.gov
(206) 870-6581

With a copy to:
Anthony A. Piasecki, City Manager
E-Mail: TPiasecki@desmoineswa.gov
(206) 870-6550

For Normandy Park:
Steve Pasztor, Maintenance Supervisor
801 SW 174th Street
Normandy Park, WA 98166
E-Mail: stevep@ci.normandy-park.wa.us
(206) 248-7603

With a copy to:
Glenn Akramoff, City Manager
E-Mail: glenna@ci.normandy-park.wa.us
(206) 248-8246

5.2 Notices. Notices to be provided pursuant to this Agreement shall be provided in writing to the persons indicated herein, at the addresses indicated herein. Any written notice hereunder shall become effective upon personal service, or three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement, or such other address as may be hereafter specified in writing. Courtesy copies of notices

may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

5.3 Coordination. The Parties shall participate in meetings as necessary to discuss and coordinate the services being provided under this Agreement, and any issues that may arise. Meeting attendees shall include each Party's appointed administrator or his/her designee(s), as well as any staff who administer service requests pursuant to this Agreement.

5.4 Legislative Updates. Each Party shall have discretion as to the frequency of communications with its City Council regarding services performed under this Agreement.

5.5 Audit. Each Party agrees to be subject to audit upon five (5) days advance notice by the other Party. Each Party shall make its records available to any other Party for any service, project, cooperative purchase, or joint undertaking for which it provided services. Each Party shall retain all records pertaining to any service, project, cooperative purchase, or joint undertaking for a minimum period of six (6) years. Such records shall include, but are not limited to: bid documents, contracts, change orders, work orders, contract close out records, labor timekeeping records, and financial records.

6. Payment. The Parties shall pay for services provided pursuant to the following provisions:

6.1 Payments for Materials and Services. Each Requesting Party shall pay for actual direct and related indirect costs including any overhead and administrative charges, for products/materials/equipment and services purchased or provided by the Providing Party. All costs shall be part of the written acceptance pursuant to Section 3. Any indirect costs may be waived by the Providing Party at its discretion.

6.2 Billing Statement. The Providing Party shall submit monthly invoices to the Requesting Party on a form agreed upon by the appointed administrators and shall contain the amount of products/materials/equipment and/or services purchased with the corresponding dates, during the preceding month. Payment shall be made by the Requesting Party each month within thirty (30) days of receipt of the invoice.

6.3 Disputes. In the event there is a dispute regarding the amount of money owed among the Parties, the appointed administrators of the Parties in dispute shall make every effort to resolve such dispute by mutual agreement. In the event there is no mutually agreed resolution to the dispute, the appointed administrators shall forward the dispute to each Party's City Manager/City Administrator for resolution. In the event there is no resolution after review by the Parties' City Managers/City Administrator, the Parties shall seek mediation through a mutually agreed mediation service, and each Party shall bear its own costs for mediation. If mediation is unsuccessful, any Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute

that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for any Party to terminate this Agreement for breach.

6.4 Reconciliation. Within thirty (30) days of submitting the last invoice for a service rendered under this Agreement, the Parties shall reconcile their respective accounts and provide a copy of the reconciliation to the other Parties. If the Parties' reconciliations do not match, the Parties shall schedule a meeting within fourteen (14) days of receipt of the reconciliation statement to resolve the discrepancy(ies). If the discrepancy(ies) cannot be resolved, the Parties shall utilize the dispute process set forth in Subsection 6.3. Final payment and reconciliation of all accounts for all services rendered under this Agreement shall occur within ninety (90) days of the effective date of termination of this Agreement; or, no later than ninety (90) days after any service was rendered.

7. Ownership of Property.

7.1 Existing Property. Any property owned by a given Party at the time of execution of this Agreement shall remain the property of that Party.

7.2 Acquisition of Property. Any property jointly acquired by the Parties under this Agreement shall require a separate, written Agreement to specify the terms under which said property will be acquired, the Party responsible for storage, maintenance, and insurance of said property, and all other necessary terms including disposition of said property.

8. Term. This Agreement shall become effective as of the last date this Agreement is (a) approved by the legislative body of Des Moines and the legislative body of Normandy Park; and (b) subsequently executed by each Party according to that Party's adopted policies and procedures. This Agreement shall remain in full force and effect until terminated as provided herein.

9. Termination. The Parties may terminate this Agreement as follows:

9.1 Termination by Notice. Either Party may terminate its participation in this Agreement by providing the other Party with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement, including any costs to which the Party is contractually obligated under any joint undertaking that extends beyond the sixty (60) day termination date provided in the notice of termination.

9.2 Termination by Mutual Written Agreement. This Agreement may be terminated in its entirety at any time by written agreement that is executed by the Parties.

9.3 Termination for Breach. Either Party may terminate its participation in this Agreement with fourteen (14) days advance written notice to the other Party for material breach of the terms of this Agreement, provided that disputes regarding billing

statements shall be handled pursuant to Subsection 6.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 6.3.

10. Indemnification and Hold Harmless.

10.1 Des Moines. Des Moines agrees to defend, indemnify, and hold harmless Normandy Park and its employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Des Moines or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Des Moines negligence, or tortious actions or inactions shall be paid by Des Moines or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Normandy Park or its officers, agents, employees, assigns, contractors, licensees, invitees, volunteers or employees. 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 Des Moines and Normandy Park, its officers, officials, employees, and volunteers, the Des Moines liability hereunder shall be only to the extent of the Des Moines' negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Des Moines' waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

10.2 Normandy Park. Normandy Park agrees to defend, indemnify, and hold harmless Des Moines and its employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Normandy Park or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Normandy Park's negligence, or tortuous actions or inactions shall be paid by Normandy Park or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by

the sole negligence of Des Moines or its officers, agents, employees, assigns, contractors, licensees, invitees, volunteers or employees. 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 Normandy Park and Des Moines, its officers, officials, employees, and volunteers, the Normandy Park's liability hereunder shall be only to the extent of the Normandy Park's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes Normandy Park's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Insurance. The Parties are members of Washington Cities Insurance Authority Risk Pool (WCIA), and are covered for liability and property losses and agree to maintain for the duration of the Agreement WCIA risk pool coverage against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by each Party, its agents, representatives, or employees.

11.1 No Limitation. Each Party's maintenance of WCIA risk Pool coverage as required by this Agreement shall not be construed to limit the liability of any other Party to the coverage provided by such risk pool coverage, or to otherwise limit any other Party's recourse to any remedy available at law or in equity.

11.2 Verification of Coverage. Each Party shall furnish the other Party with evidence of coverage evidencing that Party's fulfillment of the insurance requirements before commencement of the work.

12. Independent Service Provider.

12.1. The Parties intend that an independent contractor relationship is created by this Agreement. No Party will exercise control and direction over the work of any other Party, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Party that is responsible for providing the services. No agent, employee, servant or representative of a Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose, and the employees of the Party are not entitled to any of the benefits the other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

12.2 In the performance of the services herein contemplated each Party is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the other Party and shall be subject to the other Party's general rights of inspection and review to secure the satisfactory completion thereof.

12.3 As an independent contractor, each Party shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

13. Miscellaneous.

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

13.2 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Subsection 6.3, if the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process.

13.3 Assignment. This Agreement may not be assigned by either Party, in whole or in part, without written consent of the other Parties.

13.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each city.

13.5 Compliance with Laws. Each Party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

13.5.1 Nondiscrimination in Employment. In the performance of this Agreement, no Party will discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. Each Party shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

13.5.2. Nondiscrimination in Services. No Party will discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

13.6 Total Agreement. The Parties acknowledge that they have read and understand this Agreement, and do agree thereto in every particular. The Parties further agree that this Agreement constitutes the entire agreement between the Parties and supersedes all prior communications, negotiations, representations or Agreements, either verbal or written, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. This agreement may be modified or amended with mutual consent of the Parties.

13.7 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.

13.8 Waiver and Severability. If any term or condition of this Agreement, or application thereof to any person or circumstance, is held invalid, such invalidity shall not affect other terms, conditions or applications of this Agreement which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are declared severable.

13.9 No Separate Entity Created. This Agreement does not establish a separate legal entity, joint board, or administrative section for the purpose of acquiring, managing, or disposing of property, or any other financial obligation allowed under the Act.

13.10 Filing/Web Site. This Agreement shall either be filed with the County Auditor or by listing on either of the Parties websites in accordance with RCW 39.34.040.

13.11 Benefits. This Agreement is entered into for the benefit of the Parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

13.12 Non-Exclusive Agreement. The Parties to this Agreement shall not be precluded from entering into similar Agreements with other municipal corporations.

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

Signatures appear on next page

IN WITNESS WHEREOF, the parties below execute this Agreement, which shall become effective pursuant to the terms of Section 8, herein.

DES MOINES:	NORMANDY PARK:
CITY OF DES MOINES: By:_____ (signature) Print Name: Anthony A. Piasecki Its City Manager DATE:_____	CITY OF NORMANDY PARK: By:_____ (signature) Print Name: Glenn Akramoff Its City Manager DATE:_____
APPROVED AS TO FORM: _____ Pat Bosmans, City Attorney	APPROVED AS TO FORM: _____ James Hanney, City Attorney
At the Direction of the Des Moines City Council taken at an open public meeting on: _____.	At the Direction of the Normandy Park City Council taken at an open public meeting on: _____.

Attachment 1

REQUEST FOR SERVICES
Example

DATE

NAME
ADDRESS
CITY STATE ZIP

RE: Request for Services

Dear ILA Administrator:

As per Section 3.1 of the Interlocal Agreement between the Cities of Des Moines and Normandy Park, the City of _____ requests the City of _____ provide _____ services.

Scope of Service Requested:

- Task/Project summary including frequency and requested start date of task.
- Specifications or standards of requestor for task/project.
- Equipment and materials requested.
- Equipment and materials provided by requestor.
- Attachments (list and map of location).

Financial Considerations:

- Requestors budget not to exceed $_____ for task.
- Request for direct and indirect cost of project or task.

Please provide the estimated cost for the above task/project to include the scope of services and financial considerations no later than [DATE]. Thank you for your consideration.

Sincerely,

ILA Administrator

Attachment 2

ACCEPTANCE/DENIAL OF SERVICES

Example

DATE

NAME
ADDRESS
CITY STATE ZIP

RE: Acceptance of Request for Service

Dear ILA Administrator:

As per Section 3.2 of the Interlocal Agreement between the Cities of Des Moines and Normandy Park, the City of _____accepts/denies the City of _____ request to provide _____ services.

Agreed to Scope of Service:

- Task/Project summary including frequency and requested start date of task.
- Specifications or standards of requestor for task/project.
- Equipment and materials requested.
- Equipment and materials provided by requestor.
- Attachments (list and map of location).

Financial Considerations:

DESCRIPTION	AMOUNT
Budget not to Exceed for Task	$
Direct Cost of Task/Project	$
Direct Cost of Equipment	$
Direct Cost of Materials	$
Direct Cost of Personnel	$
Indirect Costs	$
Total Cost	$

The City of _____ will contact you via phone to coordinate the scheduling of Tasks/Project within the next five business days. Thank you for your request.

Sincerely,

ILA Administrator

Attachment #2

REQUEST FOR SERVICES
Sign Inventory for Normandy Park

12/10/13

Dan Brewer, Public Works Director
21650 11th Avenue South
Des Moines, WA 98198

RE: Request for Services

Dear Mr. Brewer:

As per Section 3.1 of the Interlocal Agreement between the Cities of Des Moines and Normandy Park, the City of Normandy Park requests the City of Des Moines provide a detailed traffic sign inventory.

Scope of Service Requested:

- Normandy Park is requesting the City of Des Moines provide a detailed traffic sign inventory consistent with Des Moines practices and policies for the entire city of Normandy Park. This process will include providing inventory of all appropriate traffic signage via GPS, tagging all signage for tracking, recommendations on priority of bringing signage up to industry standards and options on process and equipment needs for Normandy Park to keep the inventory current.
- As Normandy Parks specifications are currently obsolete, Des Moines up to date policies and procedures should be fully utilized for this project.
- Des Moines will provide the equipment, vehicle and trained sign technician to complete the project.
- Normandy Park will provide any current information it has having to do with the inventory and will be available for consultations. It is requested that at least monthly updates be made in a meeting of the two cities involved personnel to assure communication continues throughout the process. Normandy Park requests that this process start in the south end of the city and move north, with highly traveled streets being the first priority. A map will be provided prior to work beginning with priorities outlined.
- Normandy Park realizes that this process could take multiple years to complete.

Financial Considerations:

- Requestors budget not to exceed $10,000 per year for the project.
- Request for direct and indirect costs of project.

Please provide the estimated cost for the above task/project to include the scope of services and financial considerations no later than 1/15/2014. Thank you for your consideration.

Sincerely,

Steve Pasztor, Maintenance Supervisor
ILA Administrator

cc: Anthony A. Piasecki, City Manager, Des Moines
Glenn Akramoff, City Manager, Normandy Park

DRAFT

Attachment #3

City of Des Moines

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

November 20, 2013

City of Normandy Park
Attn: Steve Pasztor, Public Works Maintenance Supervisor
801 SW 174th Street
Normandy Park WA 98166

RE: Public Works Maintenance and Operations ILA - Request for Services

Dear Mr. Pasztor:

The City of Des Moines will be updating its Comprehensive Stormwater Management Plan beginning next year and will need assistance from your City for assessing the condition of several miles of storm pipe, either in conjunction with the planning effort or what will likely be recommended by the plan. Of particular concern is a significant portion of the drainage system comprised of corrugated metal pipe (CMP) that is at or beyond the expected useful life of the pipe. For convenience, I have attached a map of the drainage system showing the locations of the CMP's and pipe sizes. It is anticipated that your assistance and/or use of your video truck will be needed over the course of the next three years in order to complete this task with the goal that the data from this effort will identify poor condition pipes that can be scheduled for replacement prior to reaching a failed state, thereby resulting in substantial savings by avoiding costs that would be incurred during emergency related construction.

As per Section 3.1 of the Public Works Agreement between the Cities of Des Moines and Normandy Park, the City of Des Moines requests the City of Normandy Park provide public works maintenance and operations services, as described in the following scope of services.

Scope of Service Requested:

- Use of video equipment and/or personnel to video the storm system or either perform or to train City of Des Moines personnel in its proper use.
- Anticipated start of the task would be early next year.
- Duration of the task would be three years covering 1/3 of the system's CMP each year.
- Condition assessment forms (provided by Des Moines) to be completed for each pipe segment with any poor condition pipes being cited for immediate review for replacement.
- A video file will be provided to the City of Des Moines for its records that is done in a systematic method corresponding to the condition assessment forms that can easily be retrieved at a later date.
- Any pipes that cannot be videoed needs to be cited as to the reason why.

DRAFT

- Attachments (list and map of location).

Financial Considerations:

- Request a meeting to discuss various options to address training, and perhaps joint staffing efforts.
- Request for direct and indirect cost of project or task.

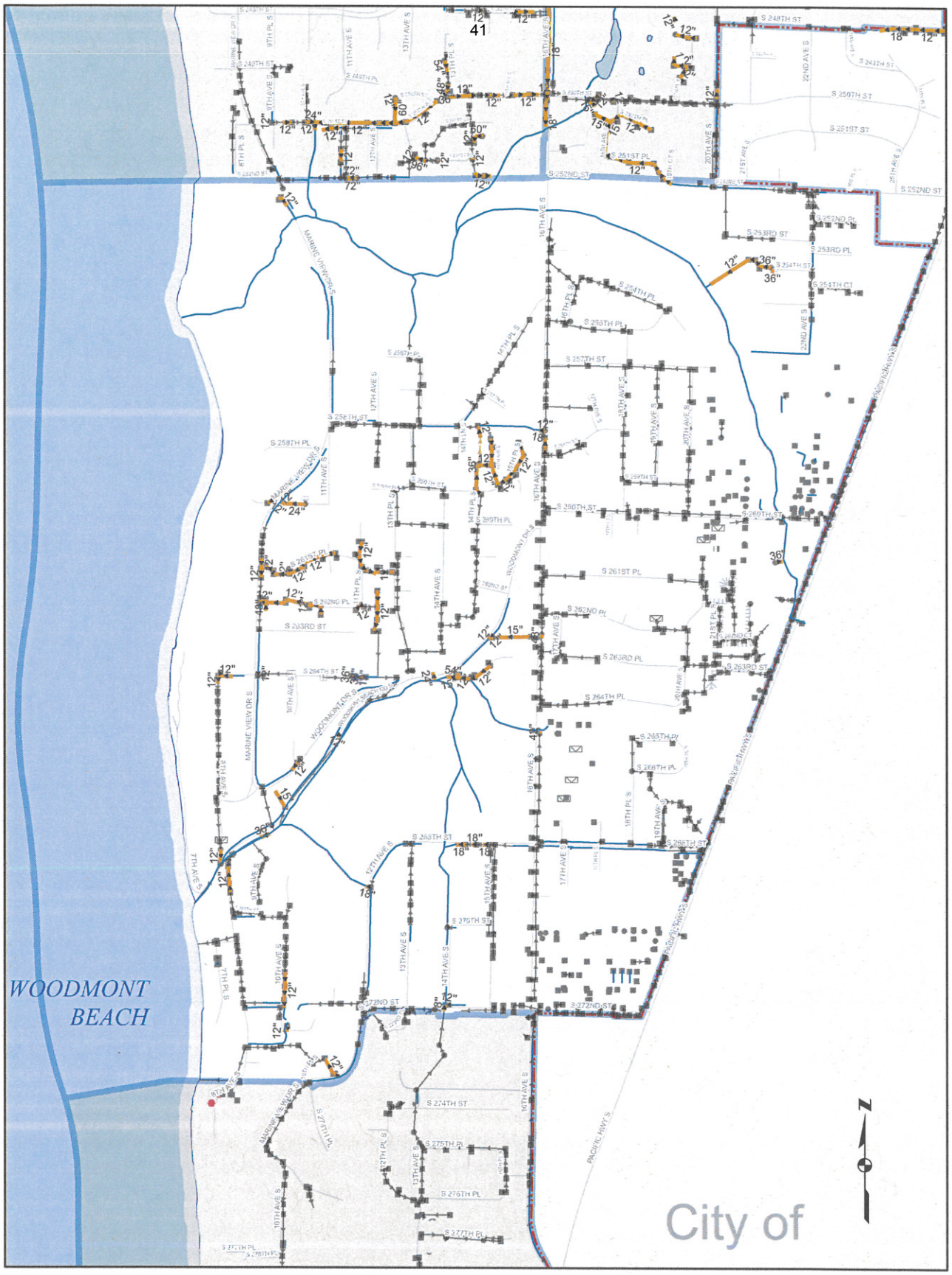
Please provide the estimated cost for the above task/project to include the scope of services and financial considerations no later than January 15, 2014. Thank you for your consideration.

Sincerely,

Dan Brewer, P.E., P.T.O.E.
Planning, Building and Public Works Director

cc: Glenn Akramoff, City Manager - Normandy Park
Tony Piasecki, City Manager - Des Moines
Loren Reinhold, SWM Utility Manager
John Blackburn, Maintenance Superintendent

DRAFT



PW camera Inspection Mapbook
CMP PIPE STATUS
Zone No/Page: 6
Map Generated: Nov 20, 2013
File: InspectionMapbook.mxd

Conveyance Type
- CMP Main Pipe

Storm Catchments
- Other Catchments

Catchment Subtype, Structure Type
- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

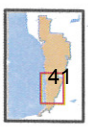
Storm Conveyances

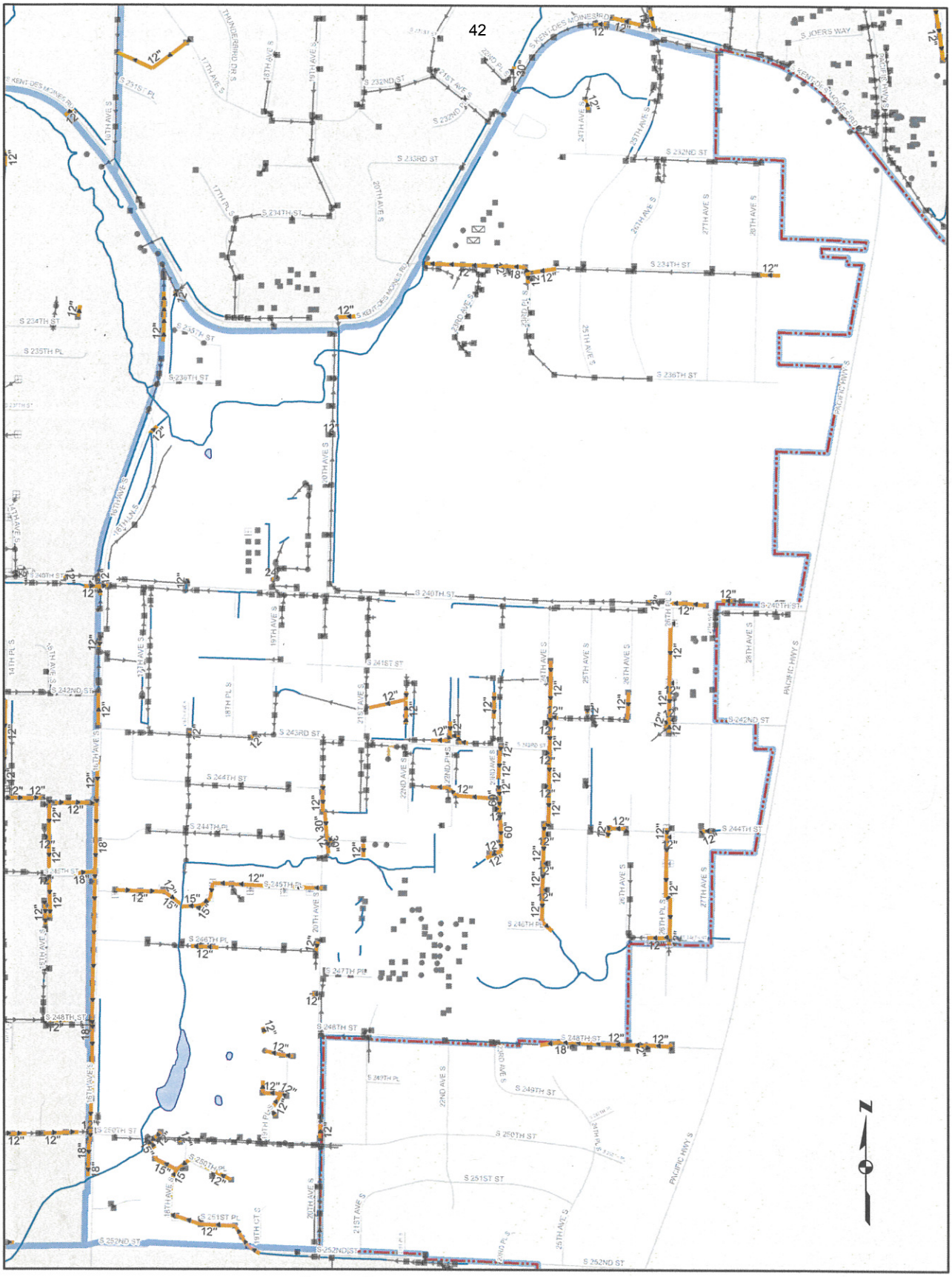
Conveyance Type
- Main Pipe
- Other

0 250 500 1,000 1,500 2,000
Feet

City of Des Moines
Seattle With Pride

For mapping Questions Call
Tim Kissler
GIS specialist
Phone: (206) 870-6565





PW camera Inspection Mapbook
CMP PIPE STATUS
Zone No/Page: 5
Map Generated: Nov 20, 2013
File: InspectionMapbook.mxd

Conveyance Type
- CMP Main Pipe

Storm Catchments
- Other Catchments

Catchment Subtype, Structure Type
- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

Storm Conveyances

Conveyance Type
- Main Pipe
- Other

0 185 370 740 1,110 1,480
Feet

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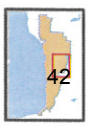
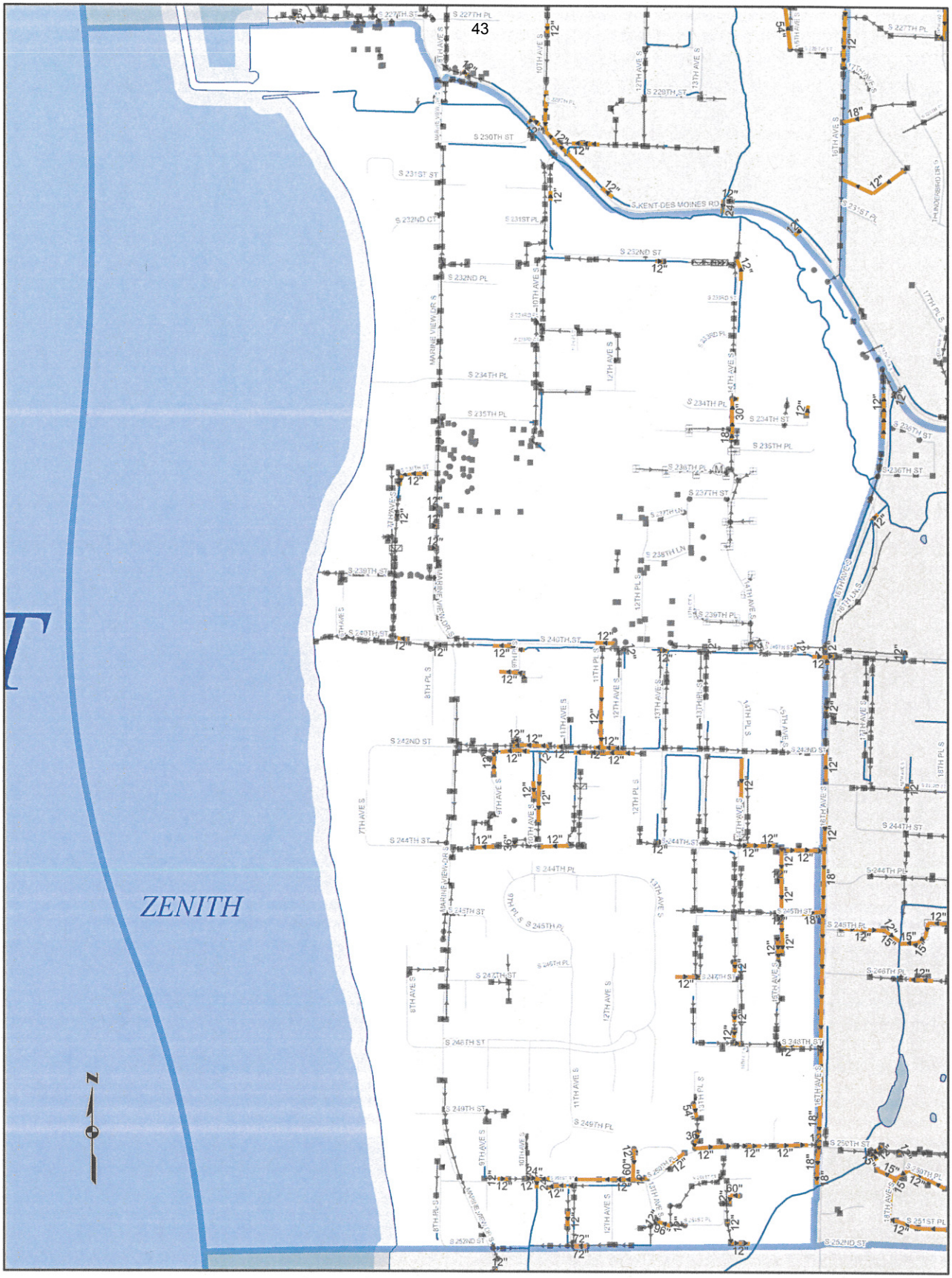
For mapping Questions Call
Tim Kissler
GIS specialist
Phone: (206) 870-6565





PW camera Inspection Mapbook

CMP PIPE STATUS

Zone No/Page: 4

Map Generated: Nov 20, 2013

File: InspectionMapbook.mxd

Conveyance Type

- CMP Main Pipe

Storm Catchments

- Other Catchments

Catchment Subtype, Structure Type

- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

Storm Conveyances

Conveyance Type

- Main Pipe
- Other

0 210 420 840 1,260 1,680

Feet

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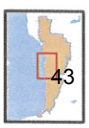
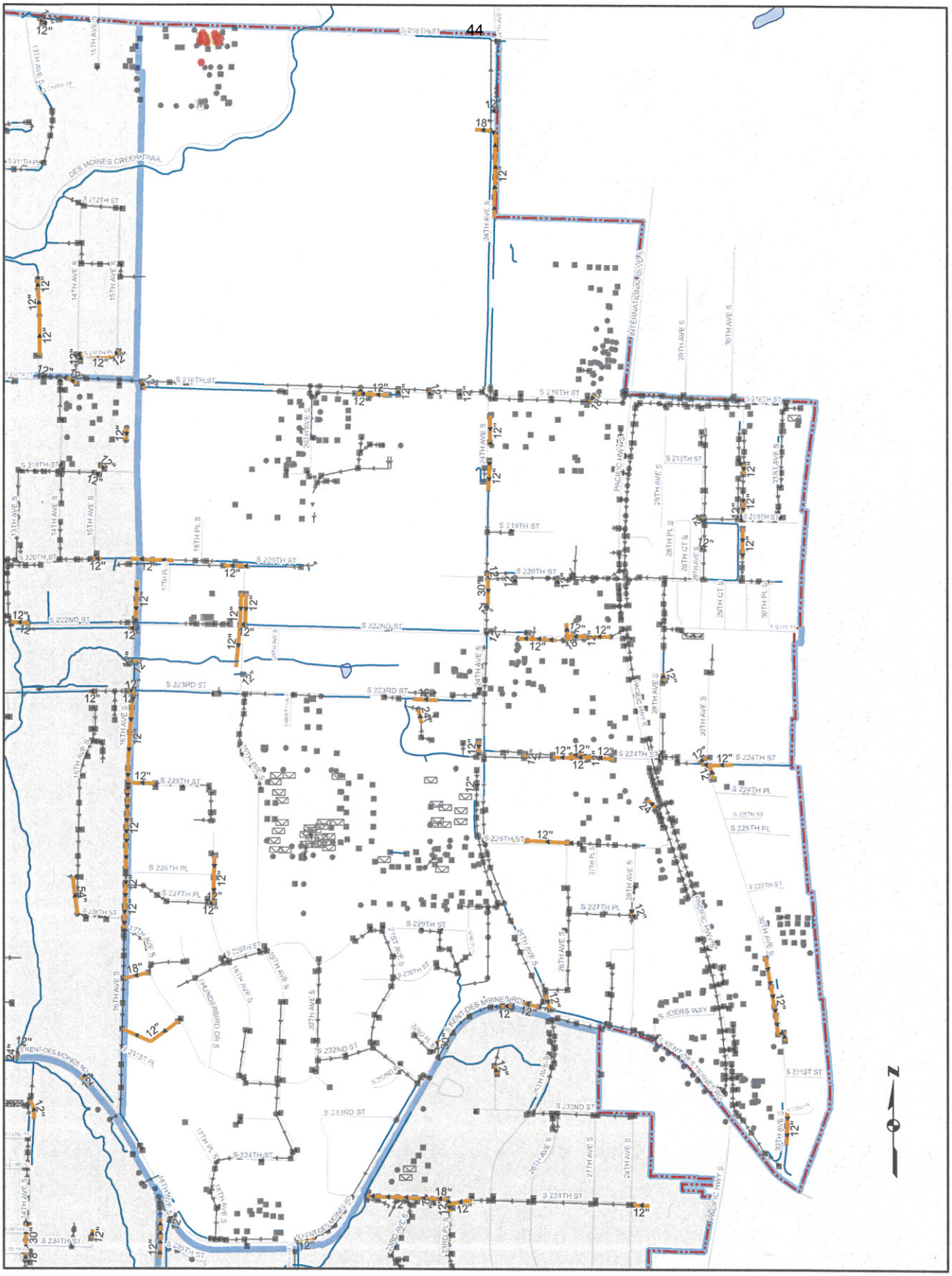
Tim Kissler
GIS specialist
Phone: (206) 870-6565





PW camera Inspection Mapbook
CMP PIPE STATUS
Zone No/Page: 3
Map Generated: Nov 20, 2013
File: InspectionMapbook.mxd

Conveyance Type
- CMP Main Pipe

Storm Catchments
- Other Catchments

Catchment Subtype, Structure Type
- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

Storm Conveyances

Conveyance Type
- Main Pipe
- Other

0 235 470 940 1,410 1,880
Feet

City of Des Moines
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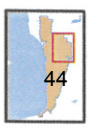
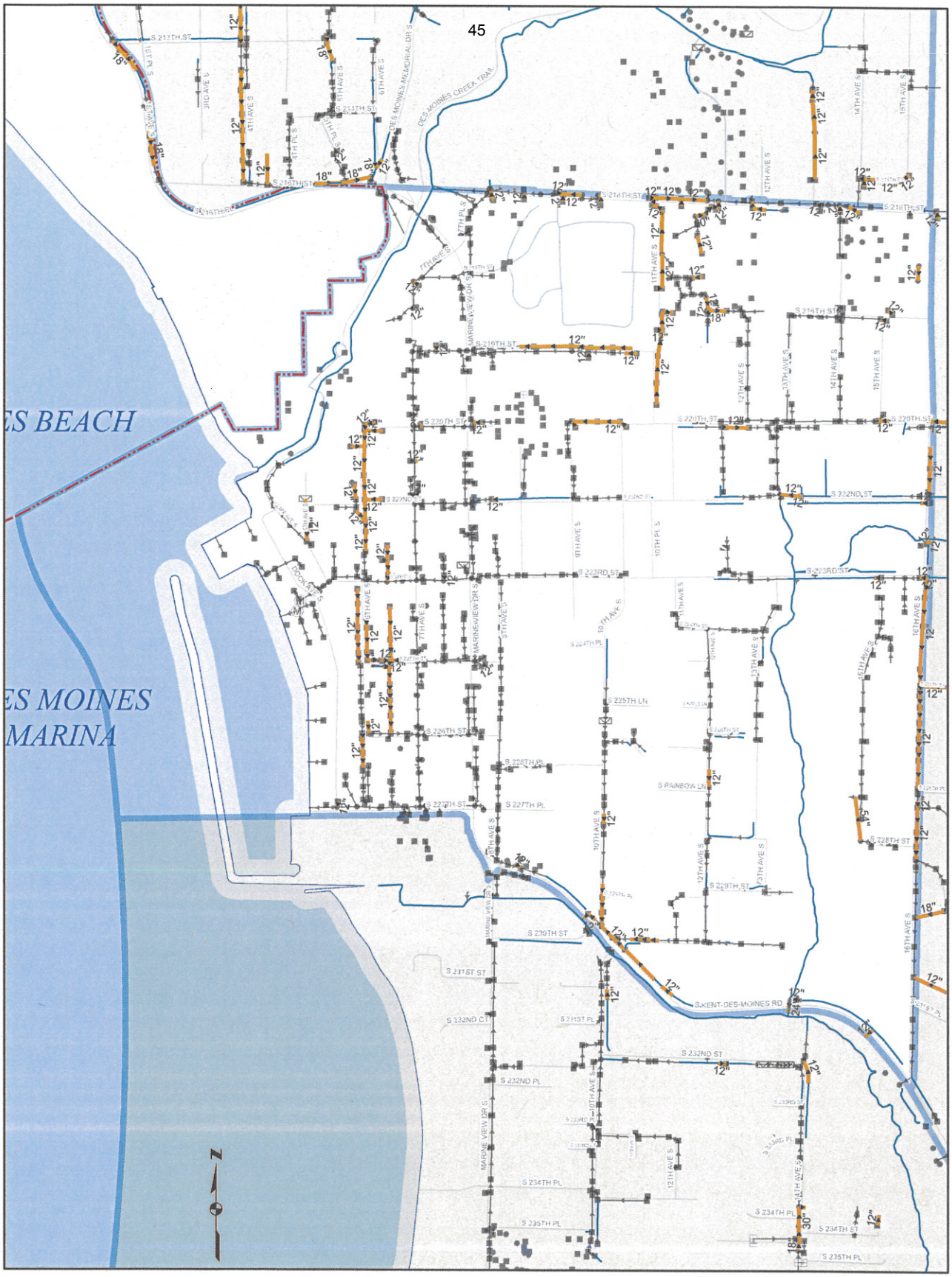
GIS specialist
Phone: (206) 870-6565





PW camera Inspection Mapbook
CMP PIPE STATUS
Zone No/Page: 2
Map Generated: Nov 20, 2013
File: InspectionMapbook.mxd

Conveyance Type
- CMP Main Pipe

Storm Catchments
- Other Catchments

Catchment Subtype, Structure Type
- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

Storm Conveyances

Conveyance Type
- Main Pipe
- Other

0 200 400 800 1,200 1,600
Feet

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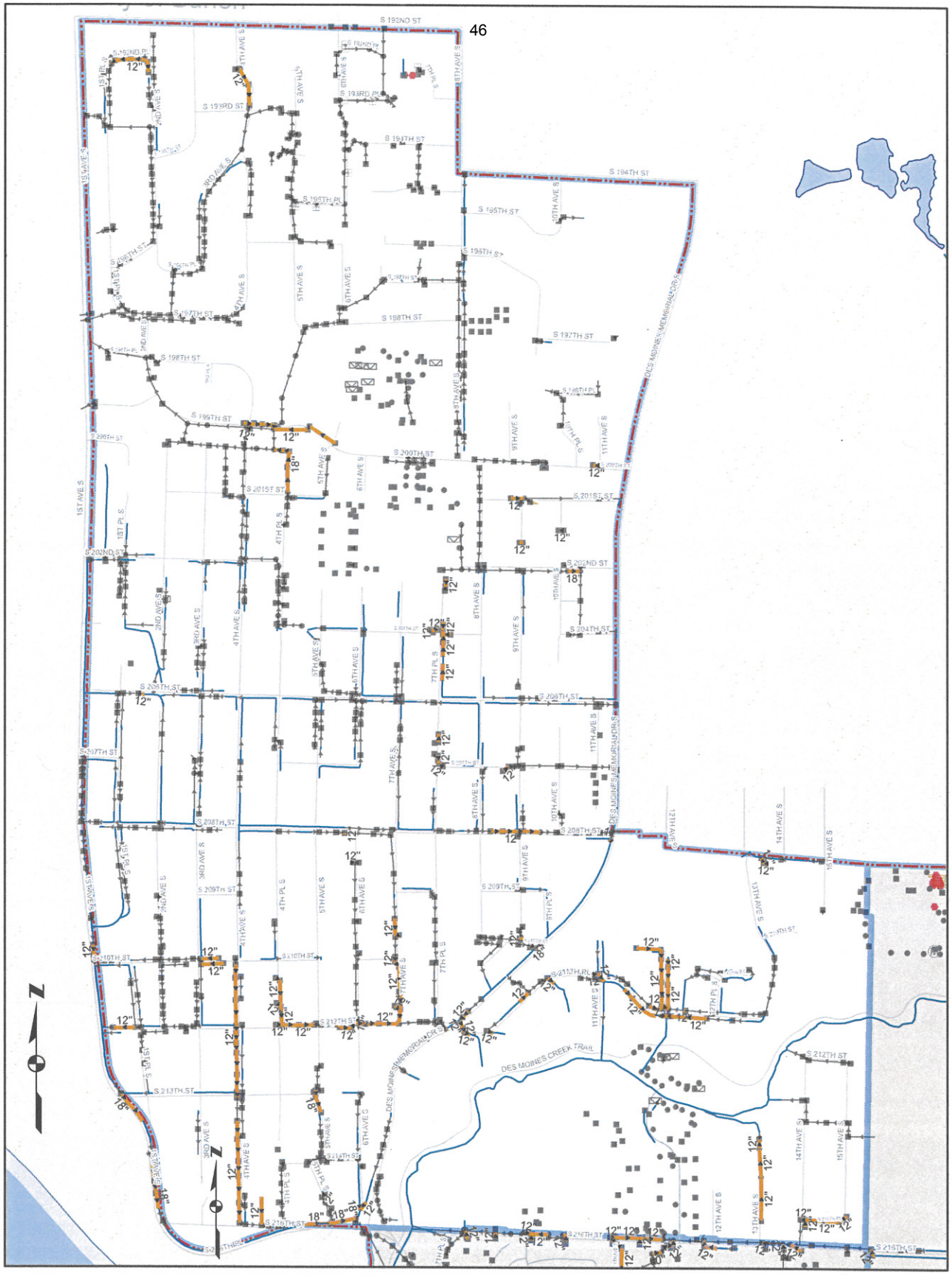
Phone: (206) 870-6565



PW camera Inspection Mapbook

CMP PIPE STATUS

Zone No/Page: 1

Map Generated: Nov 20, 2013

File: InspectionMapbook.mxd

Conveyance Type

- CMP Main Pipe

Storm Catchments

- Other Catchments

Catchment Subtype, Structure Type

- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

Storm Conveyances

Conveyance Type

- Main Pipe
- Other

0 215 430 860 1,290 1,720

Feet

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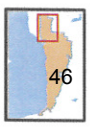

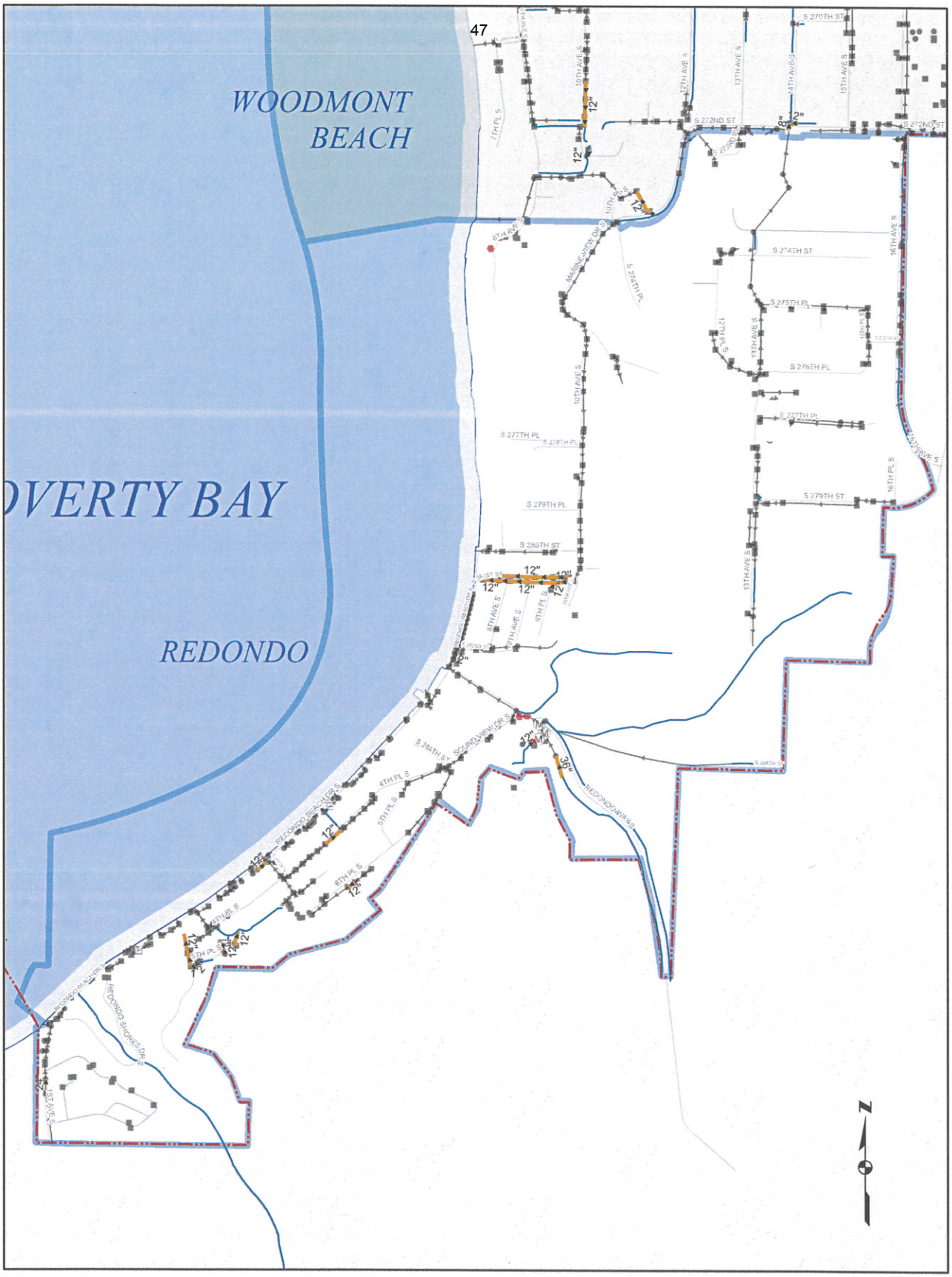

PW camera Inspection Mapbook
CMP PIPE STATUS
Zone No/Page: 7
Map Generated: Nov 20, 2013
File: InspectionMapbook.mxd

Conveyance Type
- CMP Main Pipe

Storm Catchments
- Other Catchments

Catchment Subtype, Structure Type
- CB Type 1-1L
- CB Type 2-3
- CB Curb Inlet
- Manhole
- Slot or Yard Drain

Storm Conveyances

Conveyance Type
- Main Pipe
- Other

0 195 390 780 1,170 1,560
Feet

City of Des Moines
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For mapping Questions Call
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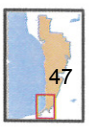
GIS specialist
Phone: (206) 870-6565



Consent Agenda Item #3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Commute Trip Reduction Program Implementation Agreement

ATTACHMENTS:
1. Agreement between the City of Des Moines and King County for Commute Trip Reduction Implementation

FOR AGENDA OF: December 5, 2013

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: November 13, 2013

CLEARANCES:
[X] Legal TG
[X] Finance pl
[ ] Marina N/A
[ ] Parks, Recreation & Senior Services N/A
[ ] Planning, Building & Public Works N/A
[ ] Police N/A
[ ] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this Agreement is to establish a mechanism that will allow King County on behalf of the City to implement the City's obligations under the Commute Trip Reduction (hereinafter "CTR") Act and to set forth the responsibilities of the parties with respect to that objective.

Suggested Motion

Motion: "I move to approve the CTR Program Implementation Agreement between the City of Des Moines and King County, Department of Transportation, Metro Transit Division for the implementation of the CTR Program and to authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

The CTR Act, RCW 70.94.521, *et seq.*, was enacted by the state legislature for the purpose of reducing air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles, and walking, instead of single occupancy vehicles. The CTR Act requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement CTR Plans to reduce vehicle miles

traveled per employee and drive-alone commute trips. The CTR Act also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes. Since the City has within its jurisdictional boundaries one or more "major employers," it is required by RCW 70.94.527 to develop and implement a CTR plan.

Discussion

The City desires to have the County perform the work necessary to satisfy the City's statutory obligations under the CTR Act and to pay the County the City's allocation of state funds for those services. The City can achieve cost efficiencies and administrative consistency by contracting with King County for CTR implementation as the cost to the City for implementation would likely exceed allocated state funds. This Agreement implements the CTR Act consistent with the rules established by the state CTR Board and brings the City into compliance with the Act. The proposed 2013-2015 Agreement is for two years, effective through June 30, 2015.

The City has previously contracted with the County to meet the CTR Act requirements.

Financial Impact

The Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement CTR Plans. The City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation. King County will invoice the state on a quarterly basis for direct reimbursement for the CTR functions to be performed pursuant to this ILA.

Recommendation or Conclusion

Staff recommends Council approve the CTR Plan through adoption of this Interlocal Agreement.

Attachment #1

COMMUTE TRIP REDUCTION PROGRAM IMPLEMENTATION AGREEMENT
between
King County, Department of Transportation, Metro Transit Division
and
The City of Des Moines

This Commute Trip Reduction Program Implementation Agreement (the "Agreement") is entered into by and between King County, a home rule charter county of the State of Washington, through its Department of Transportation, Metro Transit Division (the "County" or "Metro Transit") and the City of Des Moines (the "City"), either of which entity may be referred to hereinafter individually as "Party" or collectively as the "Parties," for the purpose of implementing the Washington State Commute Trip Reduction Law of 1991.

WHEREAS, the purpose of RCW 70.94.521, *et seq.,* the "Commute Trip Reduction (CTR) Law," is to reduce air pollution, traffic congestion and fuel consumption by encouraging commuters to use alternative modes of transportation, such as buses, carpools, vanpools, bicycles, and walking, instead of single occupancy vehicles ("SOV"); and

WHEREAS the CTR Law requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement Commute Trip Reduction ("CTR") plans to reduce vehicle miles traveled per employee and drive alone commute trips; and

WHEREAS, the CTR Law also requires major employers to develop, implement and promote employee transportation programs to encourage their employees to shift away from drive alone commutes; and

WHEREAS, the City has within its jurisdictional boundaries one or more "major employers" and is required by RCW 70.94.527 to develop and implement a commute trip reduction plan; and

WHEREAS, the Parties hereto are authorized to enter into this Agreement pursuant to RCW 70.94.527(5); and

WHEREAS, King County Code Section 28.94.110 also authorizes the King County Executive to enter into agreements with state and local agencies for assistance in implementing the CTR Law; and

WHEREAS, CTR plans developed by local jurisdictions are required to be coordinated and consistent with the CTR plans of adjacent jurisdictions as well as applicable regional plans; and

WHEREAS, the Legislature appropriated funds to provide technical assistance funding to local jurisdictions required to develop and implement commute trip reduction plans; and

WHEREAS, the County in a separate Commute Trip Reduction Act Agreement with the State, Agreement Number GCA6239, is authorized to receive CTR funds on behalf of local jurisdictions in exchange for the County's implementation of Commute Trip Reduction Plans and Programs on behalf of those local jurisdictions and retain such funds as payment for the work performed; and

WHEREAS, the City desires to have the County perform the work necessary to satisfy the City's statutory obligations under the Commute Trip Reduction Act and to retain the City's allocation of state funds as payment for those services; and

WHEREAS, the City and the County desire through this Agreement to implement the CTR Law consistent with the rules established by the state Commute Trip Reduction Board; and

WHEREAS, the City can achieve cost efficiencies and administrative consistency by contracting with the County for CTR implementation;

NOW THEREFORE, in consideration of the terms, conditions, mutual promises and covenants set forth herein, the Parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to establish a mechanism that will allow for certain tasks to be undertaken by the County on behalf of the City to implement the City's obligations under the CTR Law and to set forth the responsibilities of the Parties with respect to that objective.

2. DEFINITIONS

The following definitions shall apply for purposes of this Agreement:

"Administrative Representative" means the primary administrative contact for issues related to this Agreement as designated in Section 9.2 of the Agreement

"Affected Employer" means an employer required by RCW 70.94.521 and the City's CTR Plan to implement a CTR program (see also "major employer").

"Commute Trip Reduction Plan (CTR Plan)" means a plan adopted by the City designed to reduce the proportion of drive alone commute trips and commute trip vehicle miles and to administer and enforce the CTR programs of affected employers located within its jurisdiction.

"Commute Trip Reduction Program (CTR Program)" means a program designed by an Affected Employer to reduce the proportion of drive alone commute trips and vehicle miles traveled by its employees.

"CTR Funds" means state funds appropriated by the state and allocated to counties and cities for implementation of commute trip reduction plans.

"Major Employer" means a private or public employer that employs one hundred or more full-time employees at a single worksite who are scheduled to begin their regular workday between 6:00 a.m. and 9:00 a.m. on weekdays for at least twelve continuous months during the year, as provided in RCW 70.94.521 (herein also known as an "Affected Employer").

"State" is the Washington State Department of Transportation (WSDOT) unless otherwise noted.

3. DUTIES AND RESPONSIBILITIES

3.1 Provision of CTR Services. Metro Transit will perform the CTR implementation services specified with particularity in the Scope of Work (the "Work") set forth as Exhibit A, which is attached hereto and incorporated herein by this reference.

3.2 Authorization. The City shall authorize and direct the State to reimburse the County directly.

4. PAYMENT AND BILLING

The County will invoice the state on a quarterly basis for direct reimbursement for the CTR functions to be performed pursuant to this agreement.

5. WORK SCHEDULE AND PROGRESS REVIEW

5.1 Progress Reviews. The County will submit a quarterly report of progress and anticipated activities to jurisdiction representatives. On-going, periodic review of issues and materials will also be conducted with the jurisdiction representatives.

5.2 State Evaluation Requirements. At the request of the City, the County will provide information to the State for monitoring or evaluation activities.

6. EFFECTIVE DATE AND TERM OF AGREEMENT

This Agreement shall be effective July 1, 2013 and will remain in effect through June 30, 2015, unless earlier terminated pursuant to the terms of this Agreement.

7. TERMINATION

7.1 Termination for Default. Either Party may terminate this Agreement in the event the other Party fails to perform a material obligation of this Agreement. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.1 shall be provided to the other Party not less than fifteen (15) calendar days prior to the effective date of termination.

7.2 Termination for Convenience. Either Party to this Agreement may terminate the Agreement, in whole or in part, for convenience and without cause. Written notice of a Party's intention to terminate this Agreement pursuant to this Subsection 7.2 shall be provided to the other Party not less than thirty (30) days prior to the effective date of termination.

7.3 **County Funding and Termination for Non-Appropriation.** Performance of any Work undertaken by the County pursuant to this Agreement in advance of receiving reimbursement by the City beyond the current appropriation year is conditioned upon the appropriation by the County Council of sufficient funds to support the performance of the Work. Should such an appropriation not be approved, the Agreement shall terminate at the close of the current appropriation year. The appropriation year ends on December 31" of each year.

7.4 Termination Due to Loss of State Funding. If at any time during the Agreement period the State acts to terminate, reduce, modify, or withhold CTR State Funds allotted to the City pursuant to RCW 79.94.544 then either Party may terminate this Agreement by giving thirty (30) days advance written notice to the other Party.

8. CHANGES AND MODIFICATIONS

Either Party may request changes to the provisions of this Agreement. Any such changes must be mutually agreed upon and incorporated by written amendment to this Agreement. No variation or alteration of the terms of this Agreement will be valid unless made in writing and signed by authorized representatives of the Parties hereto.

9. NOTIFICATION AND IDENTIFICATION OF CONTACTS

9.1 Administrative Representatives. Both Parties shall designate an administrative representative to act as the contact person for matters pertaining to this Agreement.

9.2 Contact Persons and Addresses.

For the County: Mr. Matt Hansen, Supervisor of Market Development or Designee
King County Metro Transit
201 S. Jackson St., KSC-TR-0411
Seattle, WA 98104-2615
(206) 263-3598

For the City: Ms. Autumn Lingle, Executive Assistant
City of Des Moines
21630 11th Ave S, Ste A
Des Moines, WA 98198

9.3 **Notice.** Any notice or communication required or permitted to be given pursuant to this Agreement shall be in writing and shall be sent postage prepaid by U.S. Mail, return receipt requested, to the Parties' respective administrative representatives at the addresses identified in Subsection 9.2 of this Agreement.

10. DISPUTE RESOLUTION PROCESS

The Parties, through their designated representatives identified in Subsection 9.2 of this Agreement, shall use their best efforts to resolve any disputes pertaining to this Agreement that may arise between the Parties. If these designated representatives are unable to resolve a dispute, the responsible project managers of both Parties shall review the matter and attempt to resolve it. If they are unable to resolve the dispute, the matter shall be reviewed by the department directors of both Parties or his or her designee. The Parties agree to exhaust each of these procedural steps before seeking to resolve disputes in a court of law or any other forum.

11. AUDITING OF RECORDS, DOCUMENTS AND REPORTS

The State Auditor shall have full access to and the right to examine during normal business hours, and as often as the State Auditor may reasonably deem necessary, the non-privileged records of the City and the County with respect to the matters covered by this Agreement. Both Parties shall have similar access and rights with respect to the records of the other Party. The Parties' representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, and records of matters covered by this Agreement. Such rights last for three (3) years from the date final payment is made hereunder.

12. INDEMNIFICATION AND HOLD HARMLESS

Each Party hereto agrees to be responsible and assumes liability for its own negligent acts or omissions, and those of its officers, agents or employees, while performing work pursuant to this Agreement, to the fullest extent required by law, and agrees to save, indemnity, defend, and hold the other Parties harmless from any such liability. In the case of negligence of multiple Parties, any damages allowed shall be assessed in proportion to the percentage of negligence attributable to each Party, and each Party shall have the right to seek contribution from the other Parties in proportion to the percentage of negligence attributable to the other Parties.

The City acknowledges it is solely responsible for its compliance with the CTR Act, and for the adoption, implementation, and enforcement of any ordinances, plans, and programs related to the CTR Act. The City shall indemnity and hold King County harmless from, and shall process and defend, at its own expense, any and all claims, demands, suits at law of equity, actions, penalties, losses, damages, or costs arising out of, in connection with, or incidental to any act or omission of the City or any of its officers, employees, subcontractors or agents in adopting or enforcing any ordinances, plans and programs related to the CTR Act.

13. LEGAL RELATIONS

13.1 No Third Party Beneficiaries. It is understood that this Agreement is solely for the benefit of the Parties hereto and gives no right to any other person or entity.

13.2 No Partnership or Joint Venture. No joint venture, agent-principal relationship or partnership is formed as a result of this Agreement. No employees or agents of one Party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees or agents of the other Party.

13.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

13.4 Jurisdiction and Venue. The King County Superior Court, situated in Seattle, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

13.5 Mutual Negotiation and Construction. This Agreement and each of the terms and provisions hereof shall be deemed to have been explicitly negotiated between, and mutually drafted by, both Parties, and the language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either Party.

13.6 Severability. If any provision of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives originally contemplated by the Parties.

13.7 Waiver of Default. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing, signed by duly authorized representatives of the Parties, and attached to the original Agreement.

13.8 Assignment. Neither this Agreement, nor any interest herein, may be assigned by either Party without the prior written consent of the other Party.

13.9 Binding on Successors and Assigns. This Agreement and all of its terms, provisions, conditions, and covenants, together with any exhibits and attachments now or hereafter made a part hereof, shall be binding on the Parties and their respective successors and assigns.

13.10 Rights and Remedies. Both Parties' rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

13.11 Entire Agreement. This Agreement embodies the Parties' entire understanding and agreement on the issues covered by it, except as may be supplemented by subsequent written amendment to this Agreement, and supersedes any prior negotiations, representations or draft agreements on this matter, either written or oral.

13.12 Survival. The provisions of this Section 13 (Legal Relations) shall survive any termination of this Agreement.

14. FORCE MAJEURE

Either Party to this Agreement shall be excused from performance of any responsibilities and obligations under this Agreement, and shall not be liable for damages due to failure to perform, during the time and to the extent that it is prevented from performing by a cause directly or indirectly beyond its control, including, but not limited to: any incidence of fire, flood, snow, earthquake, or acts of nature; strikes or labor actions; accidents, riots, insurrection, terrorism, or acts of war; order of any court of competent jurisdiction or authorized civil authority commandeering material, products, or facilities by the federal, state or local government; or national fuel shortage; when satisfactory evidence of such cause is presented to the other Party to this Agreement, and provided that such non-performance is beyond the control and is not due to the fault or negligence of the Party not performing. In no event should this provision eliminate the obligation of the City to make payment to the County for the Work performed pursuant to this Agreement.

15. COMPLIANCE WITH APPLICABLE LAWS

The Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those pertaining to nondiscrimination and agree to require the same of any subcontractors providing services or performing any of the Work using funds provided under this Agreement.

16. EXECUTION OF AGREEMENT-COUNTERPARTS

This Agreement may be executed in two (2) counterparts, either of which shall be regarded for all purposes as an original.

Dated this_____ day of _____, 2013.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the latest date written below.

KING COUNTY
DEPARTMENT OF TRANSPORTATION
METRO TRANSIT DNISION

By: _____
Matt Hansen
Supervisor, Market Development
King County Metro Transit

Date: _____

Approved as to form: K.C.P.A.O.

CITY OF DES MOINES

By: _____
Anthony Piasecki
City Manager
By Direction of the Des Moines City Council in Open Public Meeting on _____, 2013.

Date: _____

Approved as to form:

By: _____
City Attorney

Date: _____

Exhibit A
City of Des Moines
Commute Trip Reduction Implementation Agreement Scope of Work
Period: July 1, 2013, through June 30, 2015

King County will implement all elements of the City of Des Moines CTR work plan through the following activities

I. Required Activities

A) Notification of new worksites and consultation with new ETCs:

1. Notify new sites
2. Identify contact for potential sites
3. Send notification inquiry letter
4. Follow up with site
5. Confirm status and send second letter
6. Secure state code
7. Create timeline and legal file
8. Meet/consult with ETC at new sites
    a. Discuss CTR timeline and requirements of the law
    b. Assist with baseline survey
    c. Assist with program development and submittal of initial program report
9. Meet/consult with new ETCs at existing sites
    a. Discuss the requirements of the law, provide copy and discuss survey results and current approved program report, assist with updating CTR program summary, describe training and networking opportunities
    b. Assist with program element implementation (when necessary)

B) Administration of CTR Surveys:

1. Prepare and send survey notifications and an enhanced survey response form (SRF) to each site
2. Schedule and hold survey briefings
3. Follow up with phone calls and emails for sites with late SRFs
4. Review and grant extensions
5. Set up and assist sites in the online survey system
6. Mail surveys to, and assist sites with paper surveys
7. Track survey completion and processing
8. Generate and send next steps letter and survey results report to site
9. Analyze survey results and make recommendations for program improvements for sites not making progress; recommendations based on review of survey data, site characteristics, worksite policies and zip code data
10. Meet with ETCs and PM or management to discuss program recommendations, explain product and incentive opportunities and program promotion

C) Employer Report:

1. Send report reminder letters
2. Monitor program report receipt
3. Follow up with sites with late program reports via phone or email
4. Review and grant extensions
5. Provide ongoing assistance to ETCs with the online report system
6. Review program reports for completeness and potential for trip reduction
7. Assist with development or updating of CTR Program Summary
8. Generate approval letter for City signature
9. Complete report entry and approve in the online system

D) Review of Exemptions:

1. Inform ETCs about process and criteria
2. Receive requests, review, analyze and provide comments to City
3. Contact employer as needed, generate and send response per city

E) Record Maintenance:

1. Maintain database on all affected sites
2. Maintain database on all ETCs
3. Maintain master file records on all affected sites
4. Provide WSDOT with an electronic copy of the CTR database of the City's CTR-affected employers, quarterly or as required by WSDOT
5. Provide quarterly expense information to WSDOT

F) Enforcement:

1. Non-compliance issues
   a. Review legal guidelines (ordinance, municipal code and RCW)
   b. Document infractions (emails sent, legal files, phone calls) and assemble information for review
   c. Determine next steps with jurisdiction
   d. Provide legal files for jurisdiction to review
   e. Consult with jurisdiction
   f. Prepare and send correspondence to site
   g. Follow up with site and negotiate steps for compliance

II. Employer Service Activities

A) Employer Training:

1. Schedule, promote, register and conduct ETC Training:
   a. Part 1 of Basic Training (Orientation to the CTR Law)

b. Part 2 of Basic Training (Program hnplementation and Promotion)
c. Survey briefings to support paper and online formats

2. Track training attendance and notify ETCs of training requirement
3. Provide other training (as applicable)

B) Incentives:

No activity planned.

C) Promotion, Marketing and Employer Outreach:

I. Respond to ETCs questions and requests regarding CTR requirements, surveying, reporting, transit service, commute options, commute products
2. Direct ETCs to utilize tools and resources available on the internet
3. Conduct employer commute and relocation events
4. Schedule, promote, engage speakers and facilitate Employer Network group meetings
5. Update and maintain CTR website and printed with current information about transportation infrastructure, commute products and commute related tax information.
6. Send transportation related news/announcements via email to all ETCs
7. Coordinate, promote and mail Wheel Options/Bike to Work Day packets to sites

Consent Agenda Item #4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Interlocal Joint Use Agreement

ATTACHMENTS:
1. Final Draft Interlocal Joint Use Agreement between Highline School District NO. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac

FOR AGENDA OF: December 5, 2013

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: November 22, 2013

CLEARANCES:
[x] Legal PB
[ ] Finance NA
[ ] Marina NA
[x] Parks, Recreation & 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 request Council's approval for an Interlocal Joint Use Agreement between Highline School District NO. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac for public use of cities and school district facilities for recreational and community purposes.

Suggested Motion

Motion: "To authorize entering into an Interlocal Joint Use Agreement between Highline School District NO. 401 and the cities of Burien, Des Moines, Normandy Park and SeaTac, and between the said Cities one with the other and to authorize the City Manager to sign said Agreement in the form as submitted."

Background

In late 2010, a small group of elected officials comprised of representatives from the Highline School District and the Cities of Burien, Des Moines, Normandy Park, and SeaTac came together for the

purpose of completing the tasks detailed in the Communities Putting Prevention to Work (CPPW) Healthy Eating Active Living (HEAL) grants awarded to each of the Highline entities.
The group of Highline officials became known as the Healthy Highline Communities Coalition with the mission to develop policy to support sustainable relationships, maximize resources, and services to support thriving families, schools, and communities.

One of the HCC Cities' five CPPW HEAL grant deliverables set forth as a stipulation of the grant award was to formalize a Joint Use Agreement for the shared use Highline School District and Highline Cities' facilities such as: parks, play fields, indoor facilities, and open spaces. Unfortunately, this deliverable was not achieved during the term of the grant.

In 2012, the Cities and Highline School District entered into a Cooperative Agreement to promote the creation of a Joint Use Agreement between the HHCC member agencies over the next 12 months and forward.

The Healthy Highline Communities Coalition is now known as the Highline Communities Coalition. It was the goal of the HCC appointed representatives that the School District and Cities would all pass an Interlocal Joint Use Agreement in 2013 as an important and crucial step toward promoting a healthy Highline Community for better and higher use of existing places and facilities within our communities at large.

Discussion

HCC appointed representatives, City Managers and staffs met in early 2013 to discuss the development of a Interlocal Joint Use Agreement. Tony Piasecki volunteered to create an agreement to be circulated to each of the HCC agencies for review and input.

Each of the HCC Cities provided the requested input. Highline School District staff misunderstood the request and proposed a different document which delayed the process. However, once the misunderstanding was discovered the School District and Cities leadership team met to discuss mutual agreements and potential issues within the document. It was clear at the meeting that the concerns could be overcome and the process would move forward. The updated Agreement was then circulated to the agencies for review and a final draft was completed.

The attached Interlocal Joint Use Agreement has the approval of each of the HCC agencies and is the culmination of 20 years of discussions on this issue. It is agreed that the shared use of School District facilities by the Cities and the sharing of the Cities resources with each other is for the betterment of the quality of life of all Highline area residents.

Financial Impact

There will not be a negative financial impact to the City.

Recommendation and Concurrence

Councilmember Musser and Mayor Pro Tem Pina (Des Moines elected representatives serving on the HCC), City Manager Piasecki and Parks, Recreation and Senior Services Director Thorell support this Interlocal Joint Use Agreement.

Attachment #1

INTERLOCAL JOINT USE AGREEMENT BETWEEN HIGHLINE SCHOOL DISTRICT NO. 401 AND THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK and SEATAC

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 1st day of December, 2013 by and between the Highline School District No. 401 and the Cities of Burien, Des Moines, Normandy Park and SeaTac, which are municipal corporations under the laws of the State of Washington, and hereinafter referred to as "HSD" and "City" or "Cities" respectively.

RECITALS

WHEREAS, the Cities and HSD have agreed to coordinate and collaborate with respect to planning and implementation of policies concerning health promotion and active living for the benefit of the citizens of their respective jurisdictions; and

WHEREAS, chapter 39.34 RCW (**Interlocal Cooperation Act**) permits local government units to make the most efficient use of their powers by enabling them to cooperate with other government entities on the basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organizations that will accord best geographic, economic population, and other factors influencing the needs and development of local communities; and

WHEREAS, HSD is the owner of real property in the Cities, including facilities and active use areas that are suitable for community recreational purposes when not being used by HSD, and each City is the owner of real property, including facilities and active use areas that are suitable for school purposes when not being used by the Cities; and

WHEREAS, the Cities and HSD are authorized to enter into agreements with one another to maximize available opportunities by cooperating to improve the overall health of their citizens and students, to provide community recreation and student activities, and to cooperate in the betterment of the community; and

WHEREAS, the Cities and HSD desire to enter into an agreement to provide for the use of Cities' facilities by HSD, for the use of Cities' facilities by Cities, and for the use of HSD facilities by Cities, in order to promote efficient facility use and increase recreational opportunities for the communities; and

WHEREAS, an Interlocal Agreement for shared facility use would allow and encourage the Cities and HSD to work together to utilize existing outdoor and indoor facilities and to plan, develop, upgrade and build similar facilities for joint use.

NOW, THEREFORE, in consideration of the terms and provisions herein, it is agreed by and between the Cities and HSD as follows:

I. HSD Use of Cities' Facilities

A. Upon request, HSD schools may have access and shared use privileges to certain facilities located in the Cities, including the Cities' parks, recreation areas and meeting spaces attached hereto as Exhibit A, for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD, on the terms and conditions as set forth in this Agreement.

B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational portions of the buildings, such as gymnasiums or classrooms that may be used for recreational or community education programs.

The use by HSD of Cities' facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to each City's designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

II. Cities' Use of HSD Facilities

A. Upon request, each City may have access to and shared use privileges to certain HSD facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.

B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms and recreational portions of the buildings, such as gymnasiums or other rooms that may be used for recreational or community education programs.

C. The use by the Cities of HSD facilities (except for those facilities covered under separate agreements between HSD and each City), including scheduling and reservations, shall be controlled by and subject to HSD designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

III. Cities' Use of Cities' Facilities

A. Upon request, each City may have access to and shared use privileges to certain other Cities' facilities, attached hereto as Exhibit A, for the purpose of community recreation programs and City-sponsored community meetings and educational programs managed by the Cities, on the terms and conditions as set forth in this Agreement.

B. Facilities include, but are not limited to, playfields, athletic fields, outdoor basketball courts and tennis courts, as well as conference rooms, classrooms and recreational

portions of the buildings, such as gymnasiums, or classrooms that may be used for recreational or community education programs.

C. The use by a City of other Cities' facilities (except for those facilities covered under separate agreements between each City), including scheduling and reservations, shall be controlled by and subject to the Cities' designated procedures and subject to the principles of priority use as set forth in this Agreement. Per the terms of this Agreement, fees shall only be charged for direct costs that may be incurred.

IV. General Use of Facilities

A. Use of all facilities shall be in accordance with the regular procedures of the agency owning the facility as provided for by the Laws of the State of Washington and the rules and regulations of the respective agencies, except as otherwise provided in this Agreement.

B. Fees may be charged for direct costs incurred by a City or HSD as a result of a particular activity, such as when a given use results in non-scheduled labor costs or other direct costs are attributable to a specific use of a facility, or when in the view of the facility owner a facility was left unkempt or damaged. In this case, the Cities and HSD agree to reimburse one another for their share of expenses upon written invoice for direct costs that are a consequence of facility use. Fees for indirect costs shall not be reimbursed.

i. In accordance with generally accepted accounting principles, "Direct Costs" are those costs that are incurred directly as the result of a particular scheduled project, instructional or recreational activity, or any other institutional activity, or that can be directly assigned to such activities.

ii. "Indirect Costs" are those costs that are incurred for common or multiple objectives and therefore cannot be readily and specifically attributed to a particular sponsored project, instructional or recreational activity, or any other institutional activity such as depreciation, normal "wear and tear" of facilities, overhead or administrative expenses.

C. Scheduling of dates for use of Cities' and HSD facilities shall be worked out in advance to avoid conflicts. Once a date is booked, the parties agree to honor the scheduled commitment. In cases of extreme unforeseen conflict requiring a reservation change, the facility owner, to the extent possible, is expected to offer access to an appropriate alternative facility. To ensure effective communication between Cities and HSD, each agency shall provide to one another a list of primary contact persons whose responsibilities are to schedule, maintain or program facilities.

D. The Interagency Team established in Section X shall meet regularly to develop a master schedule for joint use of HSD and Cities' facilities to discuss and allocate facility use planned by the HSD, Cities, and third parties. The Interagency Team shall schedule quarterly meetings or at such other times as mutually agreed upon by the HSD and Cities.

At these meetings, the HSD and Cities will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming seasonal schedule.

E. Previously scheduled use of any facility shall supersede priority of use criteria in Article VI (Priority of Use).

F. Parking is permitted in designated areas only. Vehicle parking on HSD playgrounds or City park or field areas is strictly prohibited and is grounds for denial of future use.

G. Any party utilizing a facility under this agreement agrees to provide appropriate supervision of participants to monitor they remain in reserved areas and act appropriately. Repeated breach of this provision may result in denial of future use.

V. Indemnify and Hold Harmless

Each party agrees to indemnify, save and hold harmless the other parties and all their officers, agents and employees from any claims, costs, expenses or liability (including reimbursement for all legal costs and reasonable attorney's fees) for any and all claims for damages or injuries to persons, property or agents of the user which arise from its negligent or intentional acts or omissions. In the event of such claims or lawsuits, each party shall assume all costs of its defense thereof and shall pay all resulting judgments that may be obtained against it or its agents or employees. Further, each party has insured against its own liability herein and will promptly notify the other of any material changes in such coverage.

Any claims for liability arising out of the failure to maintain facilities or keep them in good structural repair, unless such failure is caused by the acts of the user, its agents, employees or invitee, shall be the responsibility of the owner and the indemnification by the user herein shall not include such claims.

VI. Priority Use

A. HSD facility use is prioritized in the following order:

1) School use, school functions, and HSD-sponsored events, including groups directly sponsored or associated with HSD, such as student groups or PTSA organizations.

2) Cities' recreation and community programs provided for the general public.

3) All other uses as determined and prioritized by HSD.

B. Cities' facility use is prioritized in the following order:

1) Cities' use, Cities' functions, and Cities' sponsored events, including recreational and community programs provided by the Cities for or directly benefitting Cities' residents.

2) Programs for the purpose of public primary and secondary education and associated student programs sponsored and managed by HSD.

3) Other Cities' community recreation programs and City-sponsored community meetings and educational programs managed by such other Cities.

4) All other uses as determined and prioritized by each City.

VII. Termination of Agreement

This Agreement provides for a program of community recreation and educational activities using Cities and HSD facilities. It is intended to establish the general understanding of the Parties and is in addition to any other agreement between HSD and the Cities pertaining to the use of specific facilities at a particular named site belonging to HSD and the Cities. This Agreement shall remain in full force and effect in accordance with Section IX so long as HSD and the Cities shall maintain and operate facilities capable of joint or shared recreation use; provided, however, that (i) this Agreement may be amended by mutual written consent, and (ii) this Agreement may be terminated by either HSD or any of the Cities, without cause, on at least ninety (90) days' written notice to the other parties of its election to terminate.

VIII. Periodic Reviews and Revisions to Agreement

The Cities and the HSD agree to meet jointly to review this Agreement after one year and then subsequently every three years. Revisions to the Agreement are valid only with the mutual written consent of all Parties.

IX. Term

Subject to Article VII of this Agreement (Termination of Agreement), the term of this Agreement shall be from January 1, 2014 through and including December 31, 2016. At the end of this three (3) year period, the Agreement shall automatically renew for periods of three (3) years, unless any Party gives the others written notice of its intent not to renew the Agreement at least ninety (90) days before the expiration of this Agreement.

X. Interagency Team

Pursuant to RCW 39.34.030(4)(a), HSD and the Cities each hereby appoint an Agreement Administrator to the Interagency Team, which shall be responsible for administering this Agreement. The Parties hereby designate HSD's [***Chief Operations Officer]***, and each City's ***[Parks and Recreation Director]***, to serve as their respective Agreement Administrators. This Agreement does not create a separate legal or administrative entity, and consequently is being administered in accordance with RCW 39.34.030(4).

XI. Dispute Resolution

In the event of a dispute between the parties arising under this Agreement, the Directors of Parks and Recreation of the Cities and the Chief Operations Officer of the HSD shall meet to attempt to resolve the dispute within thirty (30) days from notice. If they are unable to resolve the dispute within forty-five (45) days from notice, the City Managers of the Cities and the Superintendent of HSD shall meet to attempt to resolve the dispute within sixty (60) days from notice. If they are unable to resolve the dispute within ninety (90) days from notice, the parties shall submit the dispute to a mutually agreed upon private arbitrator for a binding resolution. In the event the parties cannot agree on an arbitrator, one will be appointed by the Presiding Judge of the King County Superior Court, with costs of arbitration borne equally. Each party will be responsible for their own attorneys' fees and costs related to said arbitration.

XII. Miscellaneous

A. This Agreement represents the entire agreement between the Parties with respect to the subject matter hereof and shall not be added to or supplemented without written amendment mutually agreed upon by the Parties.

B. The Parties provide no, and disclaim any and all, expressed or implied warranties of any kind, including, but not limited to, the warranty of fitness for a particular purpose, in connection with or arising out of the activities under this Agreement.

C. HSD and the Cities shall maintain records necessary to carry out the purposes of this Agreement.

D. This Agreement and all questions concerning the capacity of the Parties, execution, validity (or invalidity), and performance of this Agreement, shall be interpreted, construed, and enforced in all respects in accordance with the laws of the State of Washington. This Agreement has been negotiated and drafted by both Parties and is not to be construed in favor of either Party.

E. Nothing herein shall be interpreted to create any right or liability with respect to any person or entity not a signatory to this Agreement.

F. The Parties are independent entities and nothing in this Agreement creates any agency relationship.

G. Any notice given by the Parties to the other under the provisions of, or with respect to, this Agreement shall be in writing, delivered in person or by certified mail to the following addresses:

Highline School District No. 401
ATTN: Superintendent
15675 Ambaum Blvd. SW
Burien, WA 98166

With a Copy to:
Highline School District No. 401
ATTN: Chief Operations Officer
15675 Ambaum Blvd. SW
Burien, WA 98166

City of Burien
ATTN: City Manager
400 SW 152nd Street, Suite 300
Burien, WA 98166

City of Des Moines
ATTN: City Manager
21630 11th Avenue South, Suite A
Des Moines, WA 98198

City of Normandy Park
ATTN: City Manager
801 SW 174th Street
Normandy Park, WA 98166

City of SeaTac
ATTN: City Manager
4800 South 188th Street
SeaTac, WA 98188-8605

or such other address(es) as each Party hereto may notify the other in writing.

IN WITNESS WHEREOF, the Parties have executed this agreement effective as of the date set forth above.

HIGHLINE SCHOOL DISTRICT NO. 401	By: _____ Dr. Susan Enfield, Superintendent Date: _____	
CITY OF BURIEN	By: _____ Craig Knutson, Interim City Manager By Direction of the Burien City Council in Open Public Meeting on _____, 2013. Date: _____	Approved as to Form: _____ City Attorney
CITY OF DES MOINES	By: _____ Anthony A. Piasecki, City Manager By Direction of the Des Moines City Council in Open Public Meeting on _____, 2013. Date: _____	Approved as to Form: _____ City Attorney
CITY OF NORMANDY PARK	By: _____ Glenn Akramoff, City Manager By Direction of the Normandy Park City Council in Open Public Meeting on _____, 2013. Date: _____	Approved as to Form: _____ City Attorney
CITY OF SEATAC	By: _____ Todd Cutts, City Manager By Direction of the SeaTac City Council in Open Public Meeting on _____, 2013. Date: _____	Approved as to Form: _____ City Attorney

EXHIBIT A

HSD facilities available to Cities:

- Burien (Facilities available to City of Burien programs at no cost)
  - Gregory Heights Elementary School and campus
  - Hazel Valley Elementary School and campus
  - Highline High School
  - Hilltop Elementary School and campus
  - Seahurst Elementary School and campus
  - Shorewood Elementary School and campus
  - Southern Heights Elementary School and campus
  - Sylvester Middle School and campus

- Des Moines (Facilities available to City of Des Moines programs at no cost)
  - Des Moines Elementary School and campus
  - Marvista Elementary School and campus
  - Midway Elementary School and campus
  - Mt. Rainier High School and campus
  - Pacific Middle School and campus
  - Parkside Elementary School and campus
  - North Hill Elementary School and campus

- Normandy Park (Facilities available to City of Normandy Park programs at no cost)
  - Marvista Elementary School and campus

- SeaTac (Facilities available to City of SeaTac programs at no cost)
  - Bow Lake Elementary School and campus
  - Chinook Middle School and campus
  - Madrona Elementary School and campus
  - Tyee Educational Complex and campus
  - McMicken Elementary School and campus

Cities' facilities available to HSD and Cities:

- Burien (Facilities available to Burien schools and HSD Administration at no cost):
  - All City Parks
  - Burien Community Center
  - Burien Community Center Annex
  - Dottie Harper Park House
  - Burien City Hall Meeting Rooms
  - Burien City Hall North
  - Moshier Community Arts Center

- Des Moines (Facilities available to Des Moines schools and HSD Administration at no cost):
  - All City Parks
  - Des Moines City Hall Meeting Rooms
  - Des Moines Field House
  - Des Moines Activity Center

- Normandy Park (Facilities available to Normandy Park schools and HSD Administration at no cost):
  - All City Parks
  - Normandy Park City Hall Meeting Rooms
  - Normandy Park Recreation Center

- SeaTac (Facilities available to SeaTac schools and HSD Administration at no cost):
  - All City Parks
  - SeaTac City Hall Meeting Rooms
  - SeaTac Community Center
  - Highline SeaTac Botanical Garden
  - Sunset Playfields
  - Valley View Sports Park

Public Hearing Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing: Amendments to the phase in schedule for Transportation Impact Fees

ATTACHMENTS:

1. Draft Ordinance 13-256
2. September 11, 2013 letter
3. TIF related materials from 11-7-2013 PS&T meeting

AGENDA OF: December 5, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: November 20, 2013

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is hold a public hearing to consider Draft Ordinance 13-256 amending DMMC 12.56.040(6) relating to the phase in schedule for collection of Transportation Impact Fees. The effect of this Draft Ordinance would be to keep the phase in schedule at 55% for 2014, and make other modifications to the phase in schedule to reach 100% in 2017.

Alternative Motions

Motion 1: "I move to pass Draft Ordinance No. 13-256, modifying Chapter 12.56.040(6) of the DMMC relating to the phase in schedule of the City's Transportation Impact Fee program, to a second reading on _____."

Motion 2A: "I move to suspend City Council Rule 26(a), allowing adoption of Draft Ordinance No. 13-256 on 1st Reading."

Motion 2B: "I move to adopt Draft Ordinance No. 13-256, modifying Chapter 12.56.040(6) of the DMMC relating to the phase in schedule of the City's Transportation Impact Fee program."

Background

The City of Des Moines adopted its transportation impact fee (TIF) program in 2003 with the passage of Ordinance 1322. With the update and adoption of the City's Comprehensive Transportation Plan in 2009, there was a need to update the City's TIF program. Ordinance 1476, which updated the City's TIF program became effective on February 13, 2010.

With the adoption of Ordinance 1476, the TIF base rate was set at $5,000. The base rate is adjusted annually based on the construction cost index (CCI) for the Seattle area as reported in the Engineering News Record periodical. The first adjustment occurred in March 2010, in which the base rate was reduced by 0.8%. In March of 2011, the TIF base rate was increased by 1%, in March of 2012 the TIF base rate was increased by 3.6%, and in March of 2013 the TIF base rate was increased by 4.4%, again based on the published CCI.

In addition, the Council provided a phase in schedule as part of the TIF program. Based on Ordinance 1476, the phase in schedule in DMMC 12.56.040(6) adjusts the TIF base rate to 50 percent through December 31, 2011. On January 1, 2012, the TIF base rate reduction was scheduled to increase to 60%, with the annual 10% increase scheduled to continue until 2016 at which point the base rate would have been at 100% of the inflation-adjusted base rate of $5,000. However, in the fall of 2011 the City Council modified the phase in schedule with Ordinance 1524 due to economic conditions. The phase in schedule was modified to reduce the increase in 2012 from 10% to 5%, and also made other modifications to the phase in schedule with increases scheduled to continue until 2017 at which point the base rate would have been at 100% of the inflation-adjusted base rate of $5,000. Due to continued economic conditions in the fall of 2012 the City Council further modified the phase in schedule with Ordinance 1553. The schedule held the TIF base rate at 55% through 2013 and made modifications to the phase in schedule with increases scheduled to continue until 2016 at which point the base rate would have been at 100% of the inflation-adjusted base rate of $5,000.

Discussion

A letter dated September 11, 2013 was sent from a local developer to the City Council, requesting that the Council consider keeping the reduction at the 55% level through 2014 (refer to Attachment 2).

The topic was discussed at the November 7, 2013 Public Safety and Transportation (PS&T) Committee meeting (refer to Attachment 3 for materials handed out at the committee meeting). The PS&T Committee felt given the continued economic conditions, that some modification should be made to the phase in schedule. However, the Committee was not able to reach consensus, and directed staff to prepare an ordinance addressing the request.

Financial Impact

Since the passage of Ordinance 1476 in early 2010, Ordinance 1524 in 2011, and Ordinance 1553 in 2012 the economy has not grown significantly, with home sales just starting to show signs of recovery. While adoption of the Draft Ordinance will have a small impact on TIF revenues, it will provide some relief to developers and property owners and might encourage earlier development than might otherwise occur.

Recommendation or Conclusion

Staff recommends adopting Draft Ordinance 13-256 on first reading.

Concurrence:

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

Attachment #1

TRANSPORTATION ENGINEERING SERVICES FIRST DRAFT 11/5/2013

DRAFT ORDINANCE NO. 13-256

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON amending DMMC 12.56.040, relating to the phase-in schedule for collection of transportation impact fees.

WHEREAS, the City of Des Moines updated its Comprehensive Transportation Plan on June 11, 2009, and

WHEREAS, the City of Des Moines previously adopted transportation impact fee ordinances (Ordinance No. 1322, 2003, and Ordinance No. 1378, 2006, and Ordinance No. 1476, 2010), and

WHEREAS, Ordinance No. 1476 became effective on February 13, 2010, and

WHEREAS, the transportation impact fee in Ordinance No. 1476 was set at 50% of the base rate through December 31, 2011, and

WHEREAS, per Ordinance No. 1476, on January 1, 2012 the transportation impact fee is set to increase to 60% of the base rate, and

WHEREAS, due to economic conditions, in the fall of 2011 the City Council considered an adjustment to the phase-in schedule for transportation impact fees, and

WHEREAS, Ordinance No. 1524 became effective on December 3, 2011, which modified the phase-in schedule, reducing the January 1, 2012 increase from 60% to 55% and making other adjustments, and

WHEREAS, Ordinance No. 1553 became effective on December 29, 2012, which modified the phase-in schedule, holding the base rate at 55% for 2013 and making other adjustments, and

WHEREAS, since the passage of Ordinance No. 1553, the economy has not grown significantly, with homes sales only recently showing signs of recovery, and

WHEREAS, a request was made for the Council to consider keeping the reduction of the transportation impact fee at the 55% level through 2014 or reducing the fee, and

WHEREAS, this request was discussed at the November 7, 2013 Public Safety and Transportation Committee meeting, and

WHEREAS, notice of the public hearing before the City Council was given to the public in accordance with law and a public hearing was held on the 5th day of December, 2013, and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary because of the lagging economic recovery; now therefore,

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

Sec. 1. DMMC 12.56.040 (to be codified as DMMC 12.40.100 on January 1, 2014) and section 4 of Ordinance No. 1322, as amended by section 5 of Ordinance No. 1378, as amended by section 7 of Ordinance 1476, as amended by section 1 of Ordinance No. 1524, as amended by section 1 of Ordinance No. 1553, are each amended to read as follows:

Imposition of transportation impact fees on development activity.

(1) The City hereby authorizes the assessment and collection of transportation impact fees on development activity within the City, based on the methodology described in the rate study. The maximum allowable transportation impact fee rate established by the rate study is $6,088. Instead of setting the base rate at this level, the base rate for the calendar year 2009 is established at $5,000 per new p.m. peak hour trip. The base transportation impact fee rate is subject to annual adjustment in accordance with subsection (5) of this section. Accordingly, using the methodology

described in the rate study, the department will annually update the fee schedule identified in the rate study, and make the fee schedule available for public use.

(2) The collection of transportation impact fees will be modified for those subareas of the Pacific Ridge Zone that are also subject to SEPA mitigation fees pursuant to Exhibit B of Ordinance No. 1298, as presently written or as subsequently amended or revised.

(3) Transportation impact fee rates are based upon the formula for calculating the proportionate share of the cost of the system improvements, including the costs of previously constructed system improvements, necessitated by new development to be borne by transportation impact fees, which formulas are described in the rate study.

(4) The City Council may review the base transportation impact fee rate set forth in subsection (1) of this section at any time the City Council deems appropriate, including, but not limited to, the update of the capital facilities element of the City's comprehensive plan, and the council may adjust the transportation impact fee base rate as the council deems just and appropriate, up to the maximum rate identified in the rate study.

(5) The Planning, Building and Public Works Department will annually adjust the transportation impact fee base rate based on the construction cost index for the Seattle area as reported in the Engineering News Record periodical, typically in March. The first adjustment will occur in March 2010.

(6) The transportation impact fee shall be phased in as follows. The base rate identified in subsection (1) of this section shall be at 50 percent through December 31, 2011, as adjusted in accordance with subsection (5) of this section. For the calendar year 2012, ~~and~~ 2013, and 2014 the transportation impact fee shall be 55 percent of the then-current base rate; for the calendar year 201~~4~~5 the transportation impact fee shall be 70 percent of the then-current base rate; for the calendar year 201~~5~~6 the transportation impact fee shall be 85 percent of the then-current base rate; for the calendar year 201~~6~~7 and thereafter the transportation impact fee shall be 100 percent.

(7) For a change in use of an existing building or dwelling, including any alteration, expansion, replacement or new accessory living quarters, the net transportation impact fees shall be the applicable transportation impact fees calculated for the land use category of the new use, reduced by an amount equal to the current transportation impact fees calculated for the prior use.

(8) No reduction based on prior use shall be made for a vacant structure or a vacant property that once contained a structure if the structure or property had been vacant for more than 10 years.

(9) For mixed use developments, transportation impact fees shall be imposed for the proportionate share of each applicable land use.

(10) The transportation impact fees imposed pursuant to this chapter shall be assessed by the City. A preliminary assessment will be provided by the department during the review and approval of a given development activity, typically a building

permit application or a permit for a change in land use. A final assessment, based upon the transportation impact fee rate in effect as of the date the actual permit is issued, shall be made by the department, and the fee shall be due and payable in full at the time of issuance of the permit. Failure to pay the transportation impact fees for a given development activity at the time that such transportation impact fees are due and payable shall result in denial of the permit for which the applicant has applied.

(11) Development activities that have been allowed credits prior to the submittal of the complete building permit application or an application for a permit for a change in land use shall submit, along with the complete application, a copy of the letter or certificate issued by the Planning, Building and Public Works Director pursuant to DMMC 12.40.130 setting forth the dollar amount and basis of the approved credit. The net transportation impact fees, as determined after the reduction of appropriate credits, shall be collected from the applicant in accordance with subsection (10) of this section.

(12) Where the transportation impact fees imposed are determined by the square footage of the development, the department may at its discretion or at the written request of the feepayer review the constructed development prior to the issuance of a certificate of occupancy or an occupancy permit to confirm that the square footage of the constructed development is consistent with the square footage used to determine the final assessment and payment of the transportation impact fee. If the final square footage of the development is in excess of the square footage used to

determine the final assessment and payment of the transportation impact fee, any difference will be due prior to the issuance of a certificate of occupancy or an occupancy permit, using the transportation impact fee rate in effect at that time. If the final square footage is less than the square footage used to determine the final assessment and payment of the transportation impact fee, the department shall give a refund for the difference.

NEW SECTION. Sec. 2. Severability/Construction.

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

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

NEW SECTION. Sec. 3. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

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

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

Effective Date:_____

Attachment #2

Landmark Homes, INC
P.O Box 26116
Federal Way, WA 98093
Phone: 253-927-6116
Fax: 253-927-4652
Email: Dilito@comcast.net

September 11, 2013

Des Moines City Council
21630 11th Ave South Suite A
Des Moines, WA 98198

RE: TIF

Dear Council Members,

I would like to request once again that the council direct the TIF's (traffic impact fees) to stay at their current rate for 2014. The council has been gracious enough to freeze them for 2013 and our request is to continue that into 2014.

A little history on the TIF's as most of you are aware, I've been against the amount since the public meetings a number of years ago. The fees for us in 2011 were $2867.16 which increased to $3267.42 in 2012 and again to $3401.39 in 2013. To compare with the surrounding areas we are doing a plat in King County at South 280th Street and 34th Ave South. It falls within 2 MPS (mitigation payment systems) areas. In area 232, the fee is $185.00 and area 255 is $490.00. The TIF for two adjoining cities are Burien at $957.00 and SeaTac at $1025.00.

For these reasons I would ask that the council freeze fees at 2013 levels for 2014 or reduce fees or eliminate entirely.

I'm available to answer any questions or comments.

Sincerely,

David Litowitz
President

Attachment #3

PS&T Information for item #6a - Traffic Impact Fees

The current rate increase (modified in 2012) schedule from the DMMC is:

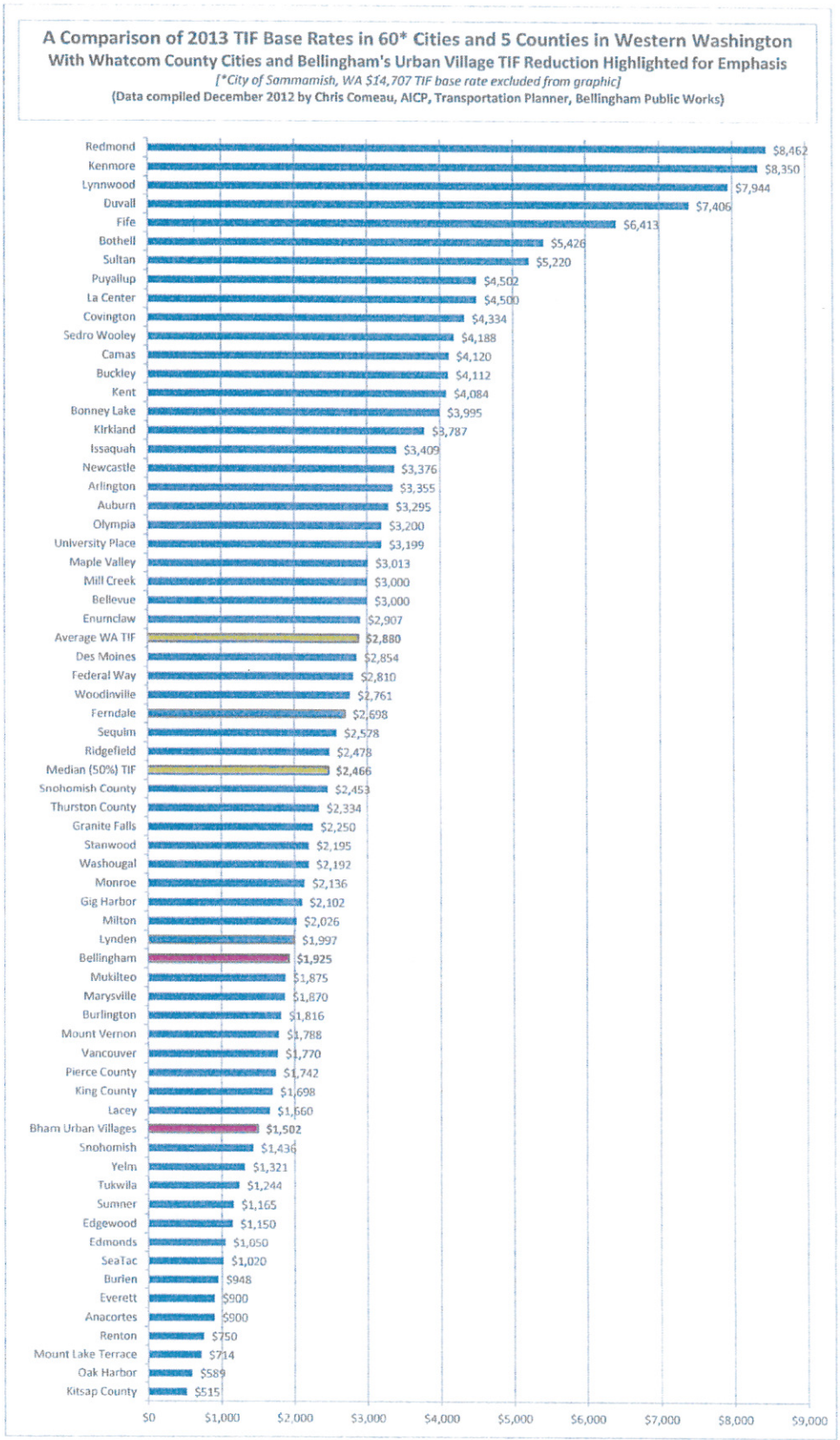
12.56.040

(6) The transportation impact fee shall be phased in as follows. The base rate identified in subsection (1) of this section shall be at 50 percent through December 31, 2011, as adjusted in accordance with subsection (5) of this section. For the calendar year 2012 and 2013 the transportation impact fee shall be 55 percent of the then-current base rate; for the calendar year 2014 the transportation impact fee shall be 70 percent of the then-current base rate; for the calendar year 2015 the transportation impact fee shall be 85 percent of the then-current base rate; for the calendar year 2016 and thereafter the transportation impact fee shall be 100 percent.

(2009) The original schedule had the rates increasing 10% a year....starting 50% in 2010, and 2011, 60% in 2012, 70% in 2013, 80% in 2014, 90% in 2015, and 100% in 2016.

(2011) The schedule was modified in 2011 to 55% for 2012, 65% in 2013, 75% in 2014, 85% in 2015, 95% in 2016, and 100% in 2017

A single family home is 1.13 x the base rate for Des Moines.


A Comparison of 2013 TIF Base Rates in 60* Cities and 5 Counties in Western Washington
With Whatcom County Cities and Bellingham's Urban Village TIF Reduction Highlighted for Emphasis
[*City of Sammamish, WA $14,707 TIF base rate excluded from graphic]
(Data compiled December 2012 by Chris Comeau, AICP, Transportation Planner, Bellingham Public Works)
Redmond $8,462
Kenmore $8,350
Lynnwood $7,944
Duvall $7,406
Fife $6,413
Bothell $5,426
Sultan $5,220
Puyallup $4,502
La Center $4,500
Covington $4,334
Sedro Wooley $4,188
Camas $4,120
Buckley $4,112
Kent $4,084
Bonney Lake $3,995
Kirkland $3,787
Issaquah $3,409
Newcastle $3,376
Arlington $3,355
Auburn $3,295
Olympia $3,200
University Place $3,199
Maple Valley $3,013
Mill Creek $3,000
Bellevue $3,000
Enumclaw $2,907
Average WA TIF $2,880
Des Moines $2,854
Federal Way $2,810
Woodinville $2,761
Ferndale $2,698
Sequim $2,578
Ridgefield $2,478
Median (50%) TIF $2,466
Snohomish County $2,453
Thurston County $2,334
Granite Falls $2,250
Stanwood $2,195
Washougal $2,192
Monroe $2,136
Gig Harbor $2,102
Milton $2,026
Lynden $1,997
Bellingham $1,925
Mukilteo $1,875
Marysville $1,870
Burlington $1,816
Mount Vernon $1,788
Vancouver $1,770
Pierce County $1,742
King County $1,698
Lacey $1,660
Bham Urban Villages $1,502
Snohomish $1,436
Yelm $1,321
Tukwila $1,244
Sumner $1,165
Edgewood $1,150
Edmonds $1,050
SeaTac $1,020
Burien $948
Everett $900
Anacortes $900
Renton $750
Mount Lake Terrace $714
Oak Harbor $589
Kitsap County $515
$0
$1,000
$2,000
$3,000
$4,000
$5,000
$6,000
$7,000
$8,000
$9,000

Transportation Impact Fees

Transportation Impact Fee (TIF) base rate per new PM peak hour trip according to the ITE manual and the Des Moines Municipal Code Section 12.56

Year	TIF	Construction cost index	Adjusted TIF	% TIF assessed	Actual TIF base rate*
2003	$ 2,615.00				
2004	$ 2,615.00	3.2% +	$ 2,698.68		
2005	$ 2,698.68	3.2% +	$ 2,785.04	70%	$ 1,949.53
2006	$ 2,785.04	3.5% +	$ 2,882.51	80%	$ 2,306.01
2007	$ 2,882.51	2.1% +	$ 2,943.04	90%	$ 2,648.75
2008	$ 2,943.04	0.1%-	$ 2,940.11	100%	$ 2,940.11
2009	$ 2,940.11	1.1% +	$ 2,972.45	100%	$ 2,972.45
2010 Jan	$ 2,972.45		$ 2,972.45	50%	$ 2,972.45
2010 Feb	$ 5,000.00		$ 5,000.00	50%	$ 2,500.00
2010 Mar	$ 5,000.00	0.8%-	$ 4,960.00	50%	$ 2,480.00
2011 Jan	$ 5,000.00		$ 4,960.00	50%	$ 2,480.00
2011 Mar	$ 4,960.00	1%+	$ 5,009.60	50%	$ 2,504.80
2012 Jan	$ 5,009.60		$ 5,009.60	55%	$ 2,755.28
2012 Mar	$ 5,009.60	3.6%+	$ 5,189.95	55%	$ 2,854.47
2013 Jan	$ 5,189.95		$ 5,189.95	55%	$ 2,854.47
2013 Mar	$ 5,189.95	4.1%+	$ 5,402.74	55%	$ 2,971.51
2014 Jan	$ 5,402.74		$ 5,402.74	70%	$ 3,781.92
2014 Mar				70%	
2015 Jan				85%	
2015 Mar				85%	
2016 Jan				100%	
2016 Mar				100%	
2017 Mar				100%	

Transportation impact fees were not collected until July 2005. In January 2010 Ord 1476 was passed, and subsequently amended in November of 2011 under Ord 1524, and again in November 2012 under Ord 1553, raising the transportation impact fee to $5000 per new PM peak hour trip. The increase will be implemented in steps, beginning at 50% through 2011 and increased per the above schedule until 2016 when the full impact fee is charged.

Transportation impact fees are adjusted annually based on the construction cost index for the Seattle area as reported in the March issue of the Engineering News Record.

ENR builds the index using: 200 hours of common labor at the 20-city average of common labor rates, plus 25 cwt of standard structural steel shapes at the mill price prior to 1996 and the fabricated 20-city price from 1996, plus 1.128 tons of portland cement at the 20-city price, plus 1,088 board-ft of 2x4 lumber at the 20-city price.

* Refer to TIF Rate Study and Fee Schedule for calculated fees.

Public Hearing Item #2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Amendments to Title 18 DMMC.

ATTACHMENTS:
1. Draft Ordinance No. 13-170
2. Koegen Edwards November 7, 2013 Memorandum Re: *Proposed Amendments Section IV and V of Title 18*

FOR AGENDA OF: December 5, 2013

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 22, 2013

CLEARANCES:
[X] Legal PB
[ ] Finance NA
[ ] Marina NA
[ ] Parks, Recreation & Senior Services NA
[X] 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 revise Title 18 DMMC to bring uniformity to the Title, to organize the Title in a manner that is easier to search, and to ensure compliance with current state law and case law. We ask that the Council open the public hearing and allow public comment and then continue the public hearing to January 9, 2014.

Suggested Motion

FIRST MOTION: "I move to consider Draft Ordinance No. 13-170.

SECOND MOTION AFTER THOSE WISHING TO BE HEARD HAVE TESTIFIED IS A MOTION to continue the Public Hearing on Draft Ordinance No. 13-170 to January 9, 2014."

Background

The City Attorney seeks to make certain amendments to the City Code, specifically Title 18 DMMC, to bring uniformity to the DMMC, to organize chapter 18 in a manner that is easier to search and to ensure compliance with current state law and case law. The purpose of these amendments is to provide

uniformity and consistency within our DMMC and not to make substantive or policy changes. The DMMC will also include any textual code amendments the Council has passed up to this point. We have asked that these amendments to Title 18 be considered on January 9, 2014.

A public hearing is required for enacting an ordinance which amends Title 18 DMMC commonly referred to as the Zoning Code. Resolution 12-41 setting the public hearing was passed on October 10, 2013.

Discussion

Over the last eight months the staff of the Legal Department, the Planning, Building and Public Works Department, and Mike Connelly of Koegen Edwards, LLP, have met to discuss how to better organize the DMMC so that it is user friendly and consistent with current statutes and case law. This effort has required input from the Departments that read and enforce the DMMC routinely.

Title 18 DMMC is the largest Title in the DMMC and has required considerably more work to update. Given the complexity and length of Title 18, staff has divided the Title into five separate sections. Staff brought Sections 1, and 3 to the Council on November 14, 2013. At tonight's meeting, Sections IV and V are provided. Please see the attached *Proposed Amendments to Section IV and V of Title 18* for more detail. On January 9, 2014, Section 2, the final Section will be provided. At that time, the reorganization of Title 18 will be complete. Once all five sections have been presented we will ask Council to adopt the Draft Ordinance including all five sections. All five sections will make up the entirety of Title 18, and will have an effective date of January 9, 2014.

The City Clerk has placed working copies on the City of Des Moines website which demonstrate the amendments that have been made using red-lines and strikethroughs. These documents will be updated as each section is completed.

Alternatives

None.

Recommendation or Conclusion

Staff recommends the proposed motion.

IV. GENERAL CONDITIONS APPLICABLE TO ALL ZONES

Chapter 18.185
Noise Levels

Sections:

18.185.010 Title.
18.185.020 Application.
18.185.030 Purpose.
18.185.040 Authority.
18.185.050 Limit on noise impacts on residential neighborhoods.
18.185.060 Requirement for noise mitigation plan.

Sec. 173. 18.185.010. Title. This section shall be entitled "General Conditions Applicable to all Zones." This chapter shall be entitled "Noise Levels."

Sec. 174. 18.185.020. Application. This chapter shall be applicable to all zones.

Sec. 175. 18.185.030. Purpose. The purpose of this chapter is to regulate and limit the adverse impact of specific noise exposure levels and require, when appropriate, noise mitigation plans.

Sec. 176. 18.185.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 177. 18.185.050. Limit on noise impacts on residential neighborhoods. Residential neighborhoods shall not be subject to adverse land uses, activities or traffic that generate exterior noise exposure levels exceeding 55 Ldn dBA, or existing levels as of April 20, 1995, whichever is greater. A reduction in the exterior noise level (greater than 55 Ldn) that

existed as of April 20, 1995 shall become the new maximum exterior noise level.

Sec. 178. 18.185.060. Requirement for noise mitigation plan. Proponents of projects that will increase exterior noise levels to which residential areas are exposed to levels exceeding those existing on April 20, 1995, or to levels exceeding an Ldn of 55 dBA, whichever is greater, must submit a noise mitigation plan to the Planning, Building and Public Works Department of the City for review and approval before required permits are issued to allow the project to proceed.

Chapter 18.190
Height, Yards, Area, and Open Spaces - General Provisions

Sections

18.190.010 Title.
18.190.020 Application.
18.190.030 Purpose.
18.190.040 Authority.
18.190.050 Regulations subject to chapter.
18.190.050 Height of buildings on through lots.
18.190.060 Height of structures and roof structures.
18.190.070 Construction on artificial grades.
18.190.080 Yards and open spaces.
18.190.090 Greater yard and open space requirements include minimum requirements.
18.190.100 Modification or adjustment of side yard requirements on consolidated lots or oversize building sites.
18.190.110 Yard requirements when more than one main building exists.
18.190.120 Method for determining modification of required front yard on steep lots.
18.190.130 Modification of required front yards where nonconformities exist.
18.190.140 Yard requirements for property abutting half-streets or streets designated by official control.
18.190.150 Measurement of front yards.

18.190.160 Vision clearance - Corner and reverse corner lots.
18.190.170 Permitted intrusions into required yards.
18.190.180 Location of swimming pools.
18.190.190 Location and height of wall, fence, or hedge.
18.190.200 Required increase of side yard where multiple or row dwellings front upon a side yard.
18.190.210 Required increase of side yard where multiple or row dwellings rear upon a side yard.
18.190.220 Yard requirements on through lots.
18.190.230 Lot area not to be reduced.
18.190.240 Dividing an improved building site area prohibited.
18.190.250 Greater yards and open spaces not to be alienated.
18.190.270 Greater lot area may be required.
18.190.280 Substandard or nonconforming lots in single-family residential zones.
18.190.290 Substandard lots may be combined.
18.190.300 Use of lots or parcels containing more than minimum required lot area.
18.190.310 Dangerous fences - Restrictions.

Sec. 179. 18.190.010. Title. This chapter shall be entitled "Height, Yards, Area, and Open Spaces - General Provisions."

Sec. 180. 18.190.020. Application. The provisions of this chapter shall apply to all zones.

Sec. 181. 18.190.030. Purpose. The purpose of this chapter is to establish standards for height, yards, area, and open spaces.

Sec. 182. 18.190.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 183. 12.190.050. Regulations subject to chapter. The foregoing regulations of this Title shall be subject to the general provisions, conditions, and exceptions contained in this chapter.

Sec. 184. 18.190.060. Height of buildings on through lots. On through lots divided by a zone boundary line, the line shall be considered a property boundary line for purposes of determining the permitted height on the building site.

Sec. 185. 18.190.070. Height of structures and roof structures. Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, fire or parapet walls, skylights, flagpoles, chimneys, smokestacks, church steeples and belfries, utility line towers and poles, and similar structures may be erected above the height limits of this Title; provided, however, no penthouse or roof structure or any other space above the height limit prescribed for the zone in which the building or structure is located shall be allowed for the purpose of providing additional floor space; provided further, that rooftop gardens and patios are not classified as additional floor space for the purpose of this section.

Sec. 186. 18.190.080. Construction on artificial grades. The height of any structure constructed on an artificial grade shall be measured from existing grade, as defined in DMMC 14.60.030, in accordance with the formula contained in DMMC 18.01.050. The decision as to whether a grade is artificial shall be made by the building department, subject to appeal to the Hearing Examiner in accordance with the Hearing Examiner code, and shall be based on the intent of the developer as professionally perceived by the building department. No grade shall be deemed artificial if, in the professional opinion of the building department, the change of grade is necessary for development of the property on the basis of sound engineering principles and customary construction practices in the area.

Sec. 187. 18.190.090. Yards and open spaces. Except as may be otherwise provided in this Title, every required yard and open space shall be open and unobstructed from the ground to the sky. No yard or open space provided around any building for the purpose of complying with the provisions of this Title shall be

considered as providing a yard or open space for any other building, and no yard or open space on any lot or parcel shall be considered as providing a yard or open space on an adjoining lot or parcel whereon a building is to be erected.

Sec. 188. 18.190.100. Greater yard and open space requirements include minimum requirements. Wherever in this Title a particular use, or a building in connection with a particular use, is specifically required to maintain a distance from any boundary property line or other building or buildings on the site greater than the minimum standard required yard or open space set forth for the zone, such greater distance is intended to apply only to the particular building, buildings, or use involved and the standard required minimum yards and open spaces required for the zone (if any) shall be included as a part of the greater required distance or open space for the specified building, buildings, or use.

Sec. 189. 18.190.110. Modification or adjustment of side yard requirements on consolidated lots or oversize building sites. When the common property line separating two contiguous lots is covered by a building or permitted group of buildings, such lots shall constitute a single building site and the yard spaces required by this Title shall then not apply to such common property line.

Sec. 190. 18.190.120. Yard requirements when more than one main building exists. Where two or more buildings are, by definition of this Title, considered to be main buildings, then the front yard requirements shall apply only to the building closest to the lot front line.

Sec. 191. 18.190.130. Method for determining modification of required front yard on steep lots. On any lot where the natural gradient or slopes, as measured from the lot front line along the centerline for the lot for a distance of 60 feet is in excess of 35 percent, then the required front yard may be reduced one foot for each one percent of gradient or slope in excess of 35 percent.

Sec. 192. 18.190.140. Modification of required front yards where nonconformities exist.

(1) The depth of required front yards on unimproved lots may be modified when any of the following circumstances apply:

(a) When the unimproved lot or lots are located between lots having nonconforming front yards;

(b) When the unimproved lot or lots are located between a lot having a nonconforming front yard and a lot having a conforming front yard;

(c) When the unimproved lot or lots are located between a lot having a nonconforming front yard and a vacant corner lot; and

(d) Where a vacant corner lot or reverse corner lot adjoins a lot having a nonconforming front yard.

(2) A nonconforming front yard shall be deemed to be an area between the lot front line and the portion of the main building closest to it, which area is less in depth than that defined by this Title as constituting a required front yard. On a lot having a nonconforming front yard the degree of nonconformity to be credited in making the adjustment shall in no instance exceed 60 percent of the front yard depth required on the nonconforming lot, such percentage to be measured from the rear line of the required front yard on such lot toward the lot front line.

(3) The rear line of the modified front yard on the unimproved lot or lots as referred to in subsection (2) of this section shall be established in the following manner:

(a) On lots having nonconforming front yards a point shall be established at the intersection of the line

determining the depth of the lot with a line coincident with the front of the building causing the nonconforming conditions;

(b) On lots having conforming front yards or on a vacant corner lot, a point shall be established at the intersection of the line determining the depth of the lot with the rear line of the required front yard;

(c) A straight line shall be drawn from such point of intersection on the lot with the nonconforming front yard across any intervening unimproved lot or lots to a point established on the next lot in either direction as set forth in paragraphs (a) and (b) above; and

(d) The depth of the modified front yard on any lot traversed by the straight line defined in paragraph (c) of this subsection shall be established by the point where the straight line intersects the line constituting the depth of each such intervening lot.

(4) When an unimproved corner lot or reverse corner lot adjoins a lot having a nonconforming front yard, the front yard on the corner lot or reverse corner lot may be the same as that on the adjoining lot; provided, the placement of the buildings does not interfere with the required vision clearance at the corner formed by the intersection of the streets.

Sec. 193. 18.190.150. Yard requirements for property abutting half-streets or streets designated by official control.

(1) A building or structure shall not be erected on a lot which abuts a street having only a portion of its required width dedicated and where no part of such dedication would normally revert to the lot if the street were vacated, unless the yards provided and maintained in connection with such building or structure have a width or depth of that portion of the lot needed to complete the road width plus the width or

depth of the yards required on the lot by this Title, if any. This section applies to all zones.

(2) Where an official control adopted pursuant to law includes plans for the widening of existing streets, the connecting of existing streets, or the establishment of new streets, the placement of buildings and the maintenance of yards, where required by this Title, shall be measured from the future street boundaries as determined by such official control.

Sec. 194. 18.190.160. Measurement of front yards. Front yard requirements shall be measured from the property front line or the indicated edge of a street for which an official control exists, except as provided in DMMC 18.190.150.

Sec. 195. 18.190.170. Vision clearance - Corner and reverse corner lots. All corner lots and reverse corner lots subject to yard requirements shall maintain for safety vision purposes a triangular area, one angle of which shall be formed by the lot front line and the side line separating the lot from the street, and the sides of the triangle forming the corner angle shall each be 15 feet in length measured from the aforementioned angle. The third side of the triangle shall be a straight line connecting the last two mentioned points which are distant 15 feet from the intersection of the lot front and side lines. Within the area comprising the triangle no tree, fence, shrub, or other physical obstruction higher than 42 inches above the established grade shall be permitted.

Sec. 196. 18.190.180. Permitted intrusions into required yards. The following may project into required yards:

(1) Fireplace structures not wider than eight feet measured in the general direction of the wall of which it is a part - 18 inches into any yard;

(2) Uncovered porches and platforms which do not extend above the floor level of the first floor - 18 inches into side yards and six feet into the front yard; provided, they may

extend three feet into the side yard when they do not exceed 18 inches in height above the finished grade; and

(3) Planting boxes or masonry planters not exceeding 42 inches in height in any required front yard.

Sec. 197. 18.190.190. Location of swimming pools. In any zone, a swimming pool may not be located in any required front yard, nor closer than five feet to any property line or to any building on the same premises.

Sec. 198. 18.190.200. Location and height of wall, fence, or hedge. In any residential zone a wall, fence, or hedge is permitted under the following conditions:

(1) Where a fence is installed directly on the ground, the height of the fence shall be the vertical distance from the top board, rail, or wire to the ground directly below the fence; where a masonry or stone wall is used as a fence, the height shall be the vertical distance from the top surface of the wall to the ground on the high side of the wall;

(2) A wall, fence, or hedge not more than 42 inches in height may be permitted on any part of a lot that is not otherwise restricted;

(3) On all residential lots, either partially or fully view-obscuring walls, fences, or hedges not exceeding six feet in height shall be permitted on any lot line; except that any wall, fence, or hedge greater than 42 inches in height and located within the required front yard and side yard adjacent to a street shall be constructed of wrought iron, chain link, or similar materials that, as a whole, shall not be greater than 20 percent view obscuring or, if other materials are used that are greater than 20 percent view obscuring, the property owner shall first obtain approval from the City traffic engineer to ensure that safe sight distance is maintained and a traffic hazard shall not be created;

(4) Where a retaining wall protecting a cut below the natural grade is located on the line separating lots or parcels, such retaining wall may be topped by a fence, wall, or hedge of the same height that would otherwise be permitted at the location if no retaining wall existed, and the top of the retaining wall shall be considered the bottom of the fence;

(5) Where a retaining wall contains a fill, the height of the retaining wall built to retain the fill shall be considered as contributing to the permissible height of a wall, fence, or hedge, and shall be measured from the ground on the low side; provided, that in any event a protective fence not more than 42 inches in height may be erected at the top of the retaining wall and any portion of such fence above the six-foot maximum height shall be no greater than 50 percent view obscuring;

(6) Electric fences shall not be permitted in any residential zone;

(7) No fence shall be located in any public right-of-way, unless a right-of-way permit is obtained from the City;

(8) Any fence exceeding a height of six feet, and any retaining wall exceeding a height of 48 inches, shall require the property owner to obtain a building permit; the provisions and conditions of this section shall not apply to fences required by state law to surround and enclose public utility installations, or to chain link fences enclosing school grounds and public playgrounds.

Sec. 199. 18.190.210. Required increase of side yard where multiple or row dwellings front upon a side yard. The minimum width of the side yard upon which multiple or row dwellings front shall be not less than 10 feet. Open, unenclosed porches not extending above the floor level of the first floor may project a distance of not more than three feet into the side yard upon which such dwellings front.

Sec. 200. 18.190.220. Required increase of side yard where multiple or row dwellings rear upon a side yard. Where multiple or row dwellings are arranged so that the rear of such dwellings abuts upon a side yard, and such dwellings have openings onto such side yard used as secondary means of access to such dwellings, the required side yard to the rear of such dwellings shall be increased by one foot for each opening onto such side yard.

Sec. 201. 18.190.230. Yard requirements on through lots.

(1) If a through lot is improved as one building site, the main building shall conform to the requirements of the zone of the frontage occupied by such main building, and in residential zones no accessory building shall be located closer to either street than the distance constituting the required front yard on such street, and required side yards shall extend the full depth of the lot.

(2) If a through lot is divided by a zone boundary line, the line shall be considered a property boundary line for purposes of determining the required yards and open spaces.

Sec. 202. 18.190.240. Lot area not to be reduced. The lot area of any lot recorded prior to August 3, 1964, shall not be so reduced or diminished that the area, width, yards, or other open spaces shall be less than prescribed by this Title for the zone in which the property is located, nor shall the number of dwelling units be increased in any manner except in conformity with the regulations established by this Title. In multiple lot subdivisions recorded subsequent to August 3, 1964, the minimum lot area requirement for each lot in the subdivision shall be deemed to have been conformed to if the average lot areas for all lots in the subdivision meet the minimum requirements set forth in the zone applying to the property.

Sec. 203. 18.190.250. Dividing an improved building site area prohibited. When a single lot or parcel contains

twice the minimum required lot area or more for the zone in which it is located, and the total area of the site has been used to compute the number of dwelling units to be located thereon, the building or buildings which contain dwelling units shall be so located on the property as to cover, at least in part, any line that would represent a property line between two or more parcels that could result from an otherwise legal division of the original lot or parcel, and thereafter no property shall be alienated from the building site which would reduce the total required area of the site upon which the number of dwelling units located thereon was based.

Sec. 204. 18.190.260. Greater yards and open spaces not to be alienated. Where a greater height of buildings has been accomplished by reason of providing increased yards or open spaces, no property may be alienated from the lot or building site which would reduce the yards or open spaces provided to compensate for the greater height of the building, nor which would reduce the total required minimum area of the site upon which area the permitted floor space contained in such building was based.

Sec. 205. 18.190.270. Greater lot area may be required. Greater lot areas than those prescribed in the various zones may be required when such greater areas are established by the adoption of a planned unit development as provided in this Title.

Sec. 206. 18.190.280. Substandard or nonconforming lots in single-family residential zones. In any single-family residential zone, a single-family dwelling may be established on a lot which cannot satisfy the lot area requirements of the zone; provided: (1) that all other bulk regulations shall apply, and (2) that the owner of such nonconforming lot does not own any adjoining vacant lots of record of continuous boundary to which the nonconforming or substandard lot can be merged in Title or with which the lot lines can be adjusted to create lots of record which satisfy the lot area requirements of the zone or create a lot of record of greater area, and (3) that the owner

of such nonconforming lot or lots has not received a fee interest in such lot or lots from a party who at any time subsequent to April 25, 1988 held a fee interest in any adjoining lot of continuous boundary; and further provided, that limitation (3) above shall not apply to a party who either (A) acquires a fee interest by enforcement of a security interest in such property where the security interest was created prior to April 25, 1988, or (B) has acquired such fee interest as the result of a judicial decree of partition by a court of competent jurisdiction.

Sec. 207. 18.190.290. Substandard lots may be combined. In an RA or multifamily residential zone two or more substandard lots or fractions of lots, or a standard lot and substandard lot or fraction of lots may be consolidated into a single building site; provided, the total area of such consolidated lots is less than twice the required minimum lot area of the zone in which the property is located. In an RA or multifamily residential zone a single building, which complies with the requirements of the zone in which it is located, may be erected on such consolidated site containing as many dwelling units as would be permitted if each substandard lot or fraction of a lot were improved individually. No portion of the consolidated building site shall thereafter be alienated which would reduce the area upon which the number of dwelling units allowed thereon was based.

Sec. 208. 18.190.300. Use of lots or parcels containing more than minimum required lot area. When a lot contains two or more times the minimum lot area required for the zone in which the lot is located, and the owner desires to use each unit of area equivalent to the minimum lot area as a separate building site; provided, not more than four such units result, and no dedication of streets, alleys, or other public ways are involved, such area units may be so utilized only after approval of the lot division as prescribed in the subdivision code (Title 17 DMMC). When such units are thus defined, then all of the provisions of this Title governing the use of a lot in the zone in which such property is located shall apply thereto.

Sec. 209. 18.190.310. Dangerous fences - Restrictions. Dangerous fences are subject to the following restrictions:

(1) Fences containing razor wire, coiled barbed wire, or material(s) of similar design are prohibited in all residential zones, except that the Planning, Building and Public Works Director may approve such dangerous fences in residential zones for jails, detention facilities and other methods of court-ordered personal confinement, through the building permit process. Only those fences to be used for the purposes set forth in this subsection will be allowed under such permit.

(2) Electric fences are not permitted in the City except when used to contain grazing animals in an area zoned to allow such a use. Electric fences must be set back at least five feet from the property line or must be enclosed by additional fencing or other barriers which prevent access to the electric fence by small children on the adjacent property.

(3) A barbed wire fence may be a maximum of five feet in height and may contain four strands of taut parallel barbed wire.

(4) A fence or wall may incorporate a maximum of three strands of parallel barbed wire a maximum of two feet in height on top of the fence, so long as the orientation is either straight up or angled in toward the site. If such a fence contains three strands of barbed wire which are oriented outward from the site, the fence shall be set back from the property line a distance of one to 10 feet as determined by the Planning, Building and Public Works Director, based on the following criteria:

(a) The proximity of the fence to existing or planned sidewalks, pedestrian ways, or public parking areas;

(b) Whether the security needs for the property can be satisfied;

(c) Whether the location of the fence will degrade the aesthetics of the surrounding area;

(d) Whether the fence location is in the best interest of the health, safety and welfare of the general public;

(e) Whether either required landscaping can be fulfilled, or landscaping is otherwise provided to ameliorate visual impacts of the fence;

(f) The proximity of the fence to environmentally critical areas, open space, or other such areas likely to provide habitat for urban mammals.

(5) In residential zones, all permitted dangerous fences shall comply with height and setback restrictions for all fences as set forth in DMMC 18.190.200. For properties where both codes apply, the more restrictive code shall prevail.

(6) All fences not in compliance with this section shall, within 60 days of notification from the City, be removed by the owner or, upon failure to remove the fence, the Planning, Building and Public Works Director is empowered to cause the removal of the fence, the cost of which shall be billed to the owner.

ARTICLE I. GENERAL PROVISIONS

Sec. 210. 18.195.010. Title. This chapter shall be entitled "Landscaping and Screening."

Sec. 211. 18.195.020. Application.

(1) General Applicability. Landscaping required pursuant to this chapter shall be installed throughout the entire building site in accordance with an approved site plan,

prior to issuance of the certificate of occupancy or business license for any of the following development activities:

(a) Construction of a new building or structure;

(b) Expansion of an existing building or structure where such expansion contains 20 percent or more of the floor area of the existing building or structure;

(c) Creation or expansion of a parking area or other paved surface; and

(d) Creation or expansion of an outdoor use, activity, or storage area.

(2) Exceptions. The provisions of this chapter shall not apply in the following circumstances:

(a) Single-family residential development activities shall not be subject to the provisions of this chapter except as may be specifically required by any section.

(b) Where the Planning, Building and Public Works Department determines that existing structures are situated so as to preclude installation of required landscaping, such required landscaping shall be waived for the area affected by such structures.

(c) Where compliance with the provisions of chapter 18.210 DMMC, loading areas and off-street parking requirements for existing buildings or structures conflicts with the requirements of this chapter, the required landscaping shall be waived, or modified in accordance with DMMC 18.195.410.

(d) The irrigation requirements of DMMC 18.195.080 shall apply only to construction of a new building or structure or expansion of an existing building or structure.

(3) Nothing in this chapter shall be construed to relieve the applicant of open space, buffer, setback, and other such development constraints defined by the zoning code, conditional use permit concomitant rezone agreement, subdivision code, planned unit development, shorelines master program, and terms of approvals associated therewith.

(4) Plan Requirements. The Planning, Building and Public Works Department shall review and may approve, approve with modifications, or disapprove site landscape development plans for all development activities subject to the provisions of this chapter. A landscaping plan shall be submitted to the Planning, Building and Public Works Department accurately drawn using an appropriate engineering or architectural scale which shows the following:

(a) Boundaries and dimensions of the site;

(b) Location and identification of all streets, alleys, sidewalks, and easements abutting the site, including dimensions;

(c) Proposed topography at a maximum of five-foot contours;

(d) Proposed location and dimensions of all on-site buildings including height of structures and distance between buildings;

(e) Details of any proposed architectural barriers;

(f) Dimensions and location of storage and trash areas, loading docks, exterior utility installations, and mechanical equipment;

(g) Layout and dimensions of all parking stalls, easements, access ways, turnaround areas, driveways, and sidewalks on site;

(h) Percentage of landscaping for total site and net square footage of parcel;

(i) Proposed landscaping including location, species, and size at time of planting;

(j) Existing vegetation in general, and identifying all evergreen trees six inches DBH (diameter at breast height) or greater and all deciduous trees eight inches DBH or greater;

(k) Irrigation plan, indicating the location of pipes, sprinkler heads and pumps, pipe size, head capacity, water pressure in pounds per square inch at the pump and sprinkler heads, and timer system.

Sec. 212. 18.195.030. Purpose. The purpose of the landscaping and screening requirements of this chapter are to increase compatibility between different intensities of land uses, by providing visual barriers, visually interrupting the barren expanse of paved parking lots, screening undesirable views which have a blighting impact on surrounding properties, and providing a visual separation and physical buffer between varying intensities of abutting land uses; to implement the comprehensive8 plan; to encourage the retention of significant existing vegetation to the extent feasible; to reduce erosion and water runoff; to conserve energy; to preserve and promote urban wildlife habitats; to minimize impacts of noise, light and glare; and to aid in regulating vehicular circulation.

Sec. 213. 18.195.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

ARTICLE II. GENERAL LANDSCAPING REQUIREMENTS

Sec. 214. 18.195.050. Required - All zones. Landscaping shall be provided in all developments subject to this chapter as set forth below. Where the width of a required planting strip exceeds the setback requirement for any structure subject to this chapter, the setback shall be increased to provide the full width of planting strip unless otherwise modified in accordance with DMMC 18.195.410.

Sec. 215. 18.195.060. Storage areas. All outside storage areas and loading docks shall be screened by fencing and a Type III landscaping strip with a minimum depth of five feet unless determined by design review that such screening is not necessary because stored materials are not visually obtrusive. The five-foot deep landscaped area may occur within the street right-of-way abutting the property line upon approval of the Planning, Building and Public Works Department.

Sec. 216. 18.195.070. Use of nonvegetative material. Bark, mulch, gravel, or other nonvegetative material shall only be used in conjunction with landscaping to assist vegetative growth and maintenance or to visually complement plant material. Nonvegetative material is not a substitute for plant material.

Sec. 217. 18.195.080. Irrigation. All landscape areas shall be irrigated by a permanent, underground sprinkler or drip watering system complete with automatic controls.

Sec. 218. 18.195.090. Drainage. Required landscaped areas shall be provided with adequate drainage.

Sec. 219 18.195.100. Slopes. Slopes shall not exceed a 3:1 ratio (length to height) in order to decrease erosion potential and assist in ease of maintenance.

Sec. 220. 18.195.110. Tree retention.

(1) All existing healthy evergreen trees six inches DBH (diameter at breast height) or greater and all existing healthy deciduous trees (excluding alders, European ashes, cottonwoods and willows) eight inches DBH or greater, shall be retained to the extent feasible within landscape areas. The Planning, Building and Public Works Department shall designate trees to be retained prior to issuance of a land clearing, grading, and filling permit.

(2) All clearing and grading shall take place outside the drip line of those trees to be retained; provided, that the Planning, Building and Public Works Department may approve hand clearing within the drip line if it can be demonstrated that such grading can occur without damaging the tree. If the roots are damaged, the Planning, Building and Public Works Department may require restoration measures such as the application of phosphate or potash.

(3) Any tree identified to be retained that is destroyed or damaged during construction shall be replaced by the applicant with five trees on the subject property or within a street planting strip near the subject property. Replacement trees shall be a minimum size of eight feet in height for evergreen trees, and two inches in caliper for deciduous, and shall be approved by the Planning, Building and Public Works Department. The Planning, Building and Public Works Department may approve smaller trees if he/she determines they are of specimen quality. These trees shall be provided in addition to any street trees required under chapter 12.15 DMMC. The exact type and location of street trees shall be determined by the Planning, Building and Public Works Department.

Sec. 221. 18.195.120. Microclimate. Proposed landscaping shall reflect consideration of microclimate of the site and surrounding properties, by manipulation of sun, shade, and wind for increased energy efficiency of the development and

for maximum comfort of the users of the site. Use of indigenous plant materials shall be preferred.

Sec. 222. 18.195.120. Scenic view preservation. Landscaping shall be designed, installed, and thereinafter maintained in such a manner which preserves scenic views and vistas of neighborhood and upland properties. Under no circumstances shall species of trees be planted which by virtue of their height and/or breadth at maturity impinge upon the views of other properties.

Sec. 223. 18.195.130. Landscaping adjacent to freeways. A Type II landscaping strip with a minimum width of 25 feet and containing an earthen berm with a minimum height of five feet shall be provided adjacent to freeways within all zones except single-family residential and R-SE zones. A portion of the 25-foot strip may be partially located in the freeway right-of-way if permitted by the Washington State Department of Transportation and approved by the Planning, Building and Public Works Department.

Sec. 224. 18.195.140. Landscaping adjacent to single-family residential and R-SE zones. Care shall be exercised in the design of buffering landscaping and in the placement of trees adjacent to single-family residential or R-SE zoned properties in order to minimize maintenance problems stemming from branches overhanging property lines when such trees reach maturity. It shall be the responsibility of the property owner to remove or trim boughs which overhang onto single-family residential and R-SE zoned properties when maintenance problems arise for the owner of the single-family residential or R-SE zoned property.

Sec. 225. 18.195.150. Unused portions of building sites. All portions of a building site not devoted to a building, future building, parking, storage, or accessory uses shall be landscaped in a manner appropriate to the stated purposes of this chapter.

Sec. 226. 18.195.160. Landscaping adjacent to required fencing. Landscaping shall be placed outside of sight-obscuring or 100 percent sight-obscuring fences unless determined by the Planning, Building and Public Works Department that such arrangement would be detrimental to the stated purpose of this chapter.

Sec. 227. 18.195.170. Setback from street lights, fire hydrants, and public works. No tree, as measured from its center, shall be located within 10 feet of street light standard, or within five feet of a fire hydrant. Tree species whose roots are known to cause damage to public roadways or other public works shall not be planted closer than 10 feet to such public works unless the tree root system is completely contained within a barrier being a minimum of five feet deep and five feet wide. Tree species with water seeking roots are prohibited within and adjacent to rights-of-way.

Sec. 228. 18.195.180. Driveway and street intersections. To insure that landscape materials do not constitute a safety hazard, such materials shall not be located in conflict with the sight areas at intersections established by chapter 12.15 DMMC.

Sec. 229. 18.195.190. Curbing. In order to protect the landscaping materials planted and to insure proper growth, all planter areas shall be separated from parking areas and streets by vertical curbing. Curbing shall be of Portland cement or as approved by the public works director.

Sec. 230. 18.195.200. Maintenance. The property owner shall be responsible for the maintenance of all landscaping required pursuant to this section, including any landscaping within a right-of-way, abutting the subject property. Such landscaping shall be maintained in good condition so as to present a neat and orderly appearance; shall be kept free from refuse and debris; living landscape material shall be kept alive

and in a healthy condition; and in such a manner as to accomplish the purpose for which it was initially required.

ARTICLE III. LANDSCAPING REGULATIONS BY ZONE[3]

Sec. 231. 18.195.210 Single-family residential and R-SE zones.

(1) In all subdivisions and planned unit developments (PUDs) a minimum 10-foot Type II landscaping strip shall be provided along all property lines abutting arterial streets.

(2) In all planned unit developments:

(a) A minimum 10-foot Type I landscaping strip between residential and commercial uses shall be provided;

(b) A Type II landscaping strip an average of 10 feet but not less than seven feet in depth shall be provided between single-family residential and multifamily residential areas;

(c) Parking facilities in planned unit developments shall be landscaped as prescribed in DMMC _____.

Sec. 232. 18.195.220. Attached townhouse and duplex residential, RA-3,600 zone.

(1) A minimum 10-foot Type III landscaping strip shall be provided along all property lines abutting public rights-of-way excluding alleys.

(2) A minimum 10-foot Type II landscaping strip shall be provided along all property lines abutting a residential zone.

(3) Within a townhouse development, the following landscaping requirements shall apply:

(a) A minimum 10-foot Type III landscaping strip shall be provided along all perimeter property lines abutting public rights-of-way excluding alleys.

(b) A minimum five-foot Type II landscaping strip shall be provided along all perimeter side and rear property lines.

(c) Parking facilities in townhouse developments shall be landscaped as prescribed in DMMC 18.41.320 (Landscaping of parking facilities).

Sec. 233. 18.195.230. Multifamily residential, RM-2,400 zone.

(1) A minimum 10-foot Type III landscaping strip shall be provided along all property lines abutting public rights-of-way excluding alleys.

(2) A minimum 10-foot Type II landscaping strip shall be provided along all property lines abutting single-family residential or R-SE zoned properties.

(3) A minimum five-foot Type II landscaping strip shall be provided along all property lines abutting RA or multifamily residential zoned properties.

(4) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 234. 18.195.240. Multifamily residential, RM-1,800, RM-900, RM-900A zones.

(1) A minimum five-foot Type III landscaping strip shall be provided along all property lines abutting public rights-of-way.

(2) A minimum 10-foot Type II landscaping strip shall be provided along all property lines abutting single-family residential or R-SE zoned properties.

(3) A minimum five-foot Type II landscaping strip shall be provided along all property lines abutting RA or multifamily residential zoned properties.

(4) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 235. 18.195.250. Restricted service, RM-900B zone.

(1) The perimeter of property abutting a residential zone shall provide a Type I landscaping strip to a minimum depth of 10 feet.

(2) A Type III landscaping strip not less than five feet in depth shall be provided along all property lines abutting public rights-of-way excluding alleys.

(3) A Type II landscaping strip not less than five feet in depth shall be provided along all property lines adjacent to other RM-900B zones and public or institutional uses.

(4) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 236. 18.195.260. Neighborhood commercial, N-C zone.

(1) The perimeter of properties abutting a residential zone or public or institutional uses shall provide a Type I landscaping strip to minimum depth of 10 feet.

(2) A Type III landscaping strip an average of five feet but not less than three feet in depth shall be provided along all property lines abutting public rights-of-way excluding alleys.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 237. 18.195.270. Business commercial, B-C zone.

(1) The perimeter of properties adjacent to a residential zone or public or institutional use shall provide a Type I landscaping strip with a minimum depth of 10 feet.

(2) A Type III landscaping strip, an average of five feet but not less than three feet in depth, shall be provided along all property lines abutting public rights-of-way excluding alleys. When the building setback from a public right-of-way is 10 feet or when such setback is utilized as a public open space plaza not accommodating parking, no perimeter landscaping strip shall be permitted but street trees set forth in DMMC _____ shall be provided within tree planters. Such tree planters shall have a minimum interior dimension of three and one-half feet and be protected by a cast iron grate.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 238. 18.195.280. Community commercial, C-C zone.

(1) The perimeter of properties adjacent to a residential zone or public or institutional use shall provide a Type I landscaping strip with a minimum depth of 10 feet.

(2) A Type III landscaping strip, an average of five feet but not less than three feet in depth, shall be provided along all property lines abutting public rights-of-way excluding alleys. When the building setback from a public right-of-way is 10 feet or when such setback is utilized as a public open space plaza not accommodating parking, no perimeter landscaping strip shall be permitted but street trees as set forth in DMMC 18.195.390 shall be provided within tree planters. Such tree

planters shall have a minimum interior dimension of three and one-half feet and be protected by a cast iron grate.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 239. 18.195.290. Downtown commercial, D-C zone.

(1) Where a lot line abuts or is across a right-of-way from a residential zone or a public or institutional use, a Type II landscaping strip with a minimum depth of five feet shall be provided.

(2) For automobile-oriented uses such as automobile repair shops, carwashes, drive-through facilities, and motor vehicle fuel sales, a type III landscape strip not less than three feet in depth, shall be provided along all property lines abutting public right-of-way excluding alleys. When the building setback from the public right-of-way does not exceed 10 feet or when such setback is utilized as a public open space plaza not accompanying parking, no perimeter landscaping is required but street trees as set forth in DMMC 18.195.390 shall be provided within tree planters.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.350.

(4) The Planning, Building and Public Works Director may waive or modify the landscaping requirements of this section where substantial landscaping exists within the adjacent right-of-way and no adverse impact would result.

Sec. 240. 18.195.300. General commercial, C-G zone.

(1) The perimeter of properties adjacent to a residential zone or public or institutional use shall provide a Type I landscaping strip with a minimum depth of 10 feet.

(2) A Type III landscaping strip, an average of five feet but not less than three feet in depth, shall be provided along all property lines abutting public rights-of-way excluding alleys.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 241. 18.195.310. Highway commercial, H-C zone.

(1) The perimeter of properties adjacent to residential zone or public or institutional uses shall provide a Type I landscaping strip a minimum depth of 10 feet.

(2) A Type III landscaping strip an average of five feet in depth but not less than three feet shall be provided along all property lines abutting public rights-of-way, excluding alleys.

(3) Parking facilities landscaping as prescribed in DMMC 18.195.350.

Sec. 242. 18.195.320. Public or institutional uses. Public or institutional uses, including churches, commercial or noncommercial recreation facilities (e.g., country clubs, golf courses, tennis courts, yacht clubs), community clubs, schools, charitable and fraternal organizations, hospitals, public utility facilities, sewage transfer plants, governmental facilities, museums, libraries, fire stations, retirement homes, nursing homes, and similar uses shall provide the following:

(1) A Type I planting strip not less than 10 feet in depth shall be provided along all property lines abutting a residential zone unless waived by the residential property owner.

(2) A Type III planting strip not less than 10 feet in depth shall be provided along all property lines abutting public rights-of-way excluding alleys. The Planning, Building and

Public Works Director may waive or modify this requirement for properties within the downtown commercial (D-C) zone when no adverse impact would result.

(3) Landscaping of parking facilities as prescribed in DMMC 18.195.350.

Sec. 243. 18.195.330. Business park, B-P zone.

(1) The perimeter of any business park building site adjacent to a residential use shall provide a Type I landscaping strip with a minimum depth of 20 feet. Within the landscaping strip, native vegetation shall be retained to the maximum extent feasible to provide as much visual screening as possible.

(2) A Type I landscaping strip, an average of at least 20 feet in depth, shall be provided along the perimeter of any business park in the North subarea abutting a street classified as a major arterial, secondary arterial, or collector by City street development standards. The landscaping strip shall contain an earthen berm with an average height at least five feet above the elevation of the abutting street. The width of the landscaping strip and/or the height of the berm may be increased or decreased through approval of a master plan or site plan as established by chapter 18.105 DMMC, if it is determined that such increase or decrease is necessary or required to effectively screen the business park. In the South subarea, a Type II landscaping strip, an average of at least 10 feet in depth, shall be provided along the perimeter of any building site abutting a street classified as a major arterial, secondary arterial, or collector by City street development standards.

(3) Parking facilities shall be landscaped as prescribed in DMMC 18.195.350.

Sec. 244. 18.195.340. Pacific Ridge, PR-R and PR-C Zones.

(1) The perimeter of properties abutting a single-family residential zone shall provide a Type I landscaping strip with a minimum depth of 10 feet.

(2) The perimeter of properties abutting a multifamily residential zone shall provide a Type II landscaping strip with a minimum depth of five feet.

(3) A Type III landscaping strip, an average of five feet in depth, shall be provided along all property lines abutting a public right-of-way excluding alleys. When the building setback from a public right-of-way is not more than 10 feet, or when such setback is utilized as a public open space plaza not accompanying parking, no perimeter landscaping strip shall be permitted, but street trees as set forth in DMMC 18.195.390 shall be provided within tree planters. Such tree planters shall have a minimum interior dimension of three and one-half feet and shall be protected by a cast iron grate.

(4) Parking facilities landscaping as set forth in DMMC 18.195.350.

ARTICLE IV. SPECIFIC REQUIREMENTS

Sec. 245. 18.195.350. Landscaping of parking facilities. Landscaping shall be provided within all surface (open air) parking lots, as follows:

(1) Design Criteria. Landscape areas shall be located in such a manner as to divide and break up the large expanses of pavement, divide and define driveways, parking stalls and corridors, limit cross-taxiing, delineate and separate pedestrian and vehicular traffic, and screen parking facilities from abutting properties. Planting areas and landscaping shall be reasonably dispersed throughout the parking lot with the interior dimensions of such areas being sufficient to protect the landscaping materials planted therein and to insure proper growth. The primary landscaping materials used shall consist of

canopy-type deciduous trees or spreading evergreen trees planted in wells or strips with a mixture of deciduous and evergreen shrubs and/or ground cover. Shrubbery, hedges, and other planting materials shall be used to complement the tree landscaping, but shall not be the sole contribution to the landscaping. Existing vegetation, architectural barriers or berms may be incorporated into the landscape design; provided, they contribute to achieving the intent of this subsection.

(2) Interior Coverage Requirements. A minimum of five percent of a parking facility shall be landscaped. Landscaping which is required for screening along the perimeter of any lot and border plantings adjacent to buildings upon which a parking lot abuts shall not be considered as part of the interior coverage requirement. Parking spaces abutting a perimeter for which landscaping is required by other requirements of this code shall not be considered as a part of the interior of the parking facility.

(a) For off-street parking facilities providing 10 or fewer parking stalls, the interior coverage requirements stated in this section shall not apply.

(b) Any interior landscape area shall contain a minimum of 50 square feet, shall have a minimum dimension of five feet, and shall include at least one tree with the remaining area landscaped with shrubs, ground cover, or other approved landscaping materials not exceeding three feet in height.

(c) Trees shall number not less than one for each five parking stalls, to be reasonably distributed throughout the parking lot.

(d) A minimum of 40 percent of the trees shall be evergreen.

Sec. 246. 18.195.360. Types of landscaping required. The following (DMMC 18.195.360 through 18.195.400) are types of

landscaping as required in DMMC 18.195.210 through 18.195.350; all proposed plant material, sizes, and characteristics shall be in accordance with the American Association of Nurserymen Standards (ANSI 2601 - 1973).

Sec. 247. 18.195.370. Type I - Solid screen. Type I landscaping is intended to provide a solid sight barrier to a height of 10 feet totally separating incompatible land uses. Type I landscaping shall generally consist of a mix of predominantly evergreen plantings including living trees, shrubs, and ground covers. Evergreen trees shall be a minimum height of six feet at time of planting. Plantings shall be chosen and spaced so as to grow together within two years sufficient to provide a 100 percent sight-obscuring screen. The entire planting strip shall be landscaped; however, those plantings used to achieve the sight-obscuring screen shall cover at least five feet of the width of the strip and shall be located farthest from the property line. Existing vegetation, architectural barriers (including walls, planters, and fences), or berms may be incorporated into the landscape design as set forth in DMMC 18.195.410, and shall be considered acceptable in lieu of new plantings; provided, they contribute to achieving the intent of this subsection.

Sec. 248. 18.195.380. Type II - Visual buffer. Type II landscaping is intended to create a visual separation that is not necessarily 100 percent sight-obscuring. Type II landscaping shall consist of a mix of evergreen and deciduous plantings, trees, shrubs, and ground covers. Plantings of shrubs and ground covers shall be chosen and spaced to result in a total covering of the landscape strip. Shrubs shall be of a type that achieve a height of approximately six feet within two years, and effectively screen views along the length of the planting strip. Deciduous trees shall have a minimum trunk diameter two inches at time of planting; evergreen trees shall be a minimum six feet tall at time of planting. Trees shall be located farthest from the property line. All trees shall be spaced at intervals resulting in touching of branches after 10 years of normal growth. Existing vegetation, architectural barriers, or grading,

which may be incorporated into the landscape design as set forth in DMMC 18.195.410, shall be considered acceptable in lieu of new plantings; provided, they contribute to achieving the intent of this subsection.

Sec. 249. 18.195.390. Type III - See-through buffer. Type III landscaping is intended to provide visual separation of uses from streets and main arterials and between compatible uses so as to soften the appearance of streets, parking lots, and building facades. Type III landscaping shall consist of evergreen and deciduous trees planted not more than 30 feet on center interspersed with large and small shrubs and ground cover. Plantings of shrubs and ground covers shall be chosen and spaced to result in a covering of the landscape strip within two years. Shrubs shall be of a type that do not exceed a height at maturity of approximately three to four feet. Deciduous trees shall have a minimum trunk diameter of two inches at time of planting. Evergreen trees shall be a minimum of six feet tall at time of planting. Existing vegetation, architectural barriers, or grading may be incorporated into the landscape design as set forth in DMMC 18.195.410 and shall be considered acceptable in lieu of new plantings; provided, they contribute to achieving the intent of this subsection.

Sec. 250. 18.195.400. Downtown Des Moines business district. Street trees are required within the planting strip abutting public rights-of-way in the downtown Des Moines district, that area lying between South 216th Street and South 230th Street, 10th Avenue South and Puget Sound, in accordance with tree species standards adopted by the City Manager or the City Manager's designee in consultation with the Planning, Building and Public Works Department and Parks division.

Sec. 251. 18.195.410. Modification of landscaping requirement(s).

(1) The Planning, Building and Public Works Department may authorize reduced width of plantings or waive some or all landscaping requirements in the following instances:

(a) Whenever a building utilized for business or office purposes is proposed to be placed within 10 feet of the street right-of-way and there are no loading docks on such street, and at least 50 percent of the wall length is utilized for window and door construction, and the setback is utilized in effect as a sidewalk; provided, approved street trees are planted within the 10-foot setback no more than 30 feet on center.

(b) When architectural barriers or berms are incorporated into the design of the landscaping and contribute to the intent of the type of landscaping required and the minimum width of planting is not reduced by more than 50 percent;

(c) When application of requirements of this section for commercial properties would result in more than 15 percent of the site area being landscaped, in which instance the Planning, Building and Public Works Department may modify those requirements such that not more than 15 percent of the site must be landscaped; provided, however, that the landscaping and corresponding setbacks required are those most beneficial to the public;

(d) When the inclusion of significant existing vegetation located on the site would result in as good as or better satisfaction of the purposes of this chapter;

(e) When, in the case of required perimeter landscaping adjacent to street rights-of-way, the ultimate street improvements for that right-of-way have been installed or will be installed as a requirement of approval of the development, and the building and Planning, Building and Public Works Departments determine that the proposed landscaping of that portion of the right-of-way between the property line and sidewalk is acceptable, the Planning, Building and Public Works Department may allow such landscaping in lieu of required landscaping within the development; provided, the type and area

of planting is comparable to that normally required and adequate provisions are made for permanent maintenance;

(f) When conditions on or adjacent to the site, including differences in elevation, existing vegetation, location of existing structures or utilities, continuity of design concepts within a zone, emergency vehicle access would render application of requirements of this chapter ineffective or result in scenic view obstruction.

(2) An application for adjustment of landscaping requirements shall be filed on forms prescribed by the City, executed and sworn to by the owner or tenant of the property concerned or by duly authorized agents. Such application shall clearly and in detail state what adjustments of requirements are being requested and the reasons such adjustments are warranted, and shall be accompanied with such supplementary data, such as sketches, surveys, and statistical information as deemed necessary to substantiate the adjustment.

(a) The applicant shall give all owners of property located within 100 feet of any boundary of the subject property written notice of the proposed alternative landscaping within 20 days of filing an application. The Planning, Building and Public Works Department shall allow 15 days for comment before making a decision.

(b) The decision of the Planning, Building and Public Works Department regarding alternative landscaping shall be made within 45 days of filing of an application, shall be transmitted in writing to the applicant and all interested parties and shall identify reasons for denial or requirements for modifications, if any.

(c) The decision of the Planning, Building and Public Works Department shall be final unless an aggrieved person appeals that decision to the Hearing Examiner by filing a written notice of appeal within 10 days of such decision in accordance with the Hearing Examiner code.

Sec. 252. 18.195.420. Landscape performance requirements.

(1) All landscaping required pursuant to this chapter shall be installed prior to issuance of a certificate of occupancy, unless the Planning, Building and Public Works Department approves a request for an extension due to adverse weather conditions. Extensions shall not exceed six months unless adverse weather conditions persist for an unusual length of time.

(2) If extension of installing landscape improvements is granted, the owner shall post a performance bond, letter of credit, or other security device acceptable to the City in an amount equal to 120 percent of the estimated value of the landscape materials including labor, shown on an approved landscaping plan. The owner shall also provide a complete bid proposal from a qualified installer stating that such landscaping can be installed (labor and material) for the bond amount. The bid must remain acceptable by installer for a period of two months longer than the requested extension time. If required landscaping has not been installed within the period allowed by this chapter, including any extension granted by the City, the City may enter upon the property and use the performance bond or other security device to perform work necessary to implement the landscape plan.

(3) It shall be the responsibility of the project manager or business owner to contact the Planning, Building and Public Works Department upon completion of the landscaping work and request inspection.

(4) The Planning, Building and Public Works Department may inspect the landscaping upon request of the project manager or business owner or at any time after the expiration of the extension date.

Sec. 253. 18.195.430. Enforcement. This chapter shall be enforced in the manner specified in DMMC 18.01.080 through 18.01.110.

ARTICLE V. SOLID WASTE CONTAINERS

Sec. 254. 18.195.440. Solid waste container screening required in multifamily residential and commercial zones.

(1) All solid waste containers located in multifamily residential or commercial zones shall be screened from abutting properties and public rights-of-way by a 100 percent sight-obscuring fence, wall, or other enclosure. Such solid waste container enclosure may be permanent or portable.

(2) The Planning, Building and Public Works Director may waive the requirements of this section upon written findings that undue hardship and results inconsistent with the intent of this chapter would result. The method by which such screen is achieved is left to the discretion of the property owner, although the City encourages compatibility with building and site characteristics, such as repetition of main building materials, color and texture, except the Planning, Building and Public Works Director may require specific design features as are necessary to meet the intent of this chapter.

Sec. 255. 18.195.450. Area for solid waste containers required. Area for solid waste containers shall be provided in all commercial and multifamily developments. Planned unit developments designed for individual dwelling solid waste service are excluded from this requirement. Area for containers for both garbage and recyclable materials shall be provided. The Planning, Building and Public Works Director may develop administrative guidelines regarding the size and location of areas for solid waste containers.

Sec. 256. 18.195.460. Location of private solid waste containers.

(1) No solid waste container in multifamily or commercial zones shall be located upon a public right-of-way or within a designated driveway or private access street.

(2) Parking spaces shall not be used for solid waste containers, except the Planning, Building and Public Works Director is authorized to permit the dedication of one parking space on developed sites for a solid waste enclosure pursuant to the screening standards stated in DMMC 18.195.440 when the property owner can demonstrate that no other practical location for the enclosure exists.

Sec. 257. 18.195.470. Location and screening of public solid waste containers. Solid waste containers placed for the purpose of supporting waste reduction and/or the health and sanitation needs of the general public shall be located, screened, and/or designed in such a manner as to employ a maximum of screening commensurate with utility and convenience of use by the public populations that the containers serve. When sight-obscuring screening methods are impractical, the containers shall be so screened and/or designed to minimize unsightliness, to blend with the surroundings, and with special consideration given to public liability and prevention of vandalism or theft.

Sec. 258. 18.195.480. Exemptions. Solid waste container screening shall not be required for the following:

(1) Single-family residences when solid waste containers 90 gallons or less are used;

(2) Mobile home parks when individual solid waste containers 90 gallons or less are used and such containers are located adjacent to the dwelling unit they serve;

(3) Temporary construction solid waste containers during the period of land clearing, grading, and construction;

(4) Temporary solid waste containers used for a period not exceeding 30 days;

(5) Containers that are owned by the City or a nonprofit corporation whose objectives are the beautification of the City or improvement of the business climate of the City, which receptacles have been placed as street furniture or otherwise with the permission of the City and with the approval of the Planning, Building and Public Works Director as to design and location; and

(6) Containers, including street furniture, in commercial and multifamily zones that have been approved by the Planning, Building and Public Works Director as to design and location.

ARTICLE I. GENERAL PROVISIONS

Chapter 18.200

Signs

Sec. 259. 18.200.010. Title. This chapter shall be entitled "Signs."

Sec. 260. 18.200.020 Application. This provisions of this chapter shall be applicable to all zones as set forth herein.

Sec. 261. 18.200.030. Purpose. It is the purpose of this chapter to safeguard the life, health, property, and welfare of the citizens of the City by regulating and controlling the design, construction, location, use, illumination, and maintenance of signs and sign structures visible from any portion of public property or rights-of-way. The intent of the standards set forth in this chapter is:

(1) To protect the right of business to identify its premises and advertise its products through the use of signs without undue hindrance or obstruction.

(2) To encourage the design of signs that attract and invite rather than demand the public's attention and to curb the proliferation of signs.

(3) To encourage the use of signs that enhance the visual environment of the City.

(4) To assure equal protection and fair treatment under the law through consistent application of the regulations and consistent enforcement.

(5) To promote the enhancement of business and residential properties and neighborhoods by fostering the erection of signs complementary to the buildings and uses to which they relate and which are harmonious with their surroundings.

Sec. 262. 18.200.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 263. 18.200.050. Definitions.

"Abandoned sign" means a sign that no longer correctly identifies, exhorts, or advertises any person, business, lessor, owner, product, or activity conducted or available on the premises where the sign is located.

"Advertising copy" means any letters, figures, symbols, logos, or trademarks which identify or promote the sign user or any product or service; or which provides information about the sign user, the building or the products or services available.

"Awning" means a cloth structure attached to, supported by, and projecting from a building and providing protection of the weather elements. Also called a "canopy."

"Awning sign" means any sign which forms part of or is integrated into an awning and which does not extend beyond the limits of the awning.

"Building" means a roofed and walled structure built for permanent use.

"Changing message center" means an electronically controlled message center with different copy changes of a public service or commercial nature.

"Comprehensive design plan" means building, design, landscaping, and signs integrated into one architectural plan, the comprehensive plan being complete in all other building, structural, and electrical requirements.

"Double-faced sign" means a sign that has a sign on opposite sides of a single display surface or sign structure.

"Electrical sign" means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.

"Facade" means the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation or elevations.

"Flashing sign" means a sign with any portion thereof which changes light intensity or switches on and off in a constant pattern or contains moving parts or the optical illusion of motion caused by use of electrical energy or illumination.

"Freestanding sign" means a sign attached to the ground and supported by uprights placed on or in the ground.

"Frontage" means the measurement of the length of the property line along a street.

"Grade" means the elevation as measured at the relative ground level in the immediate vicinity of the sign.

"Ground sign" means a freestanding sign that is less than five feet in height.

"Incidental sign" means a small nonelectric information sign two square feet or less in area which pertains to goods, products, services, or facilities which are available on the premises where the sign occurs and is intended primarily for the convenience of the public while on those premises.

"Information sign" means a sign which gives directional information or identifies specific use areas and which is necessary to maintain the orderly internal use of the premises, such as those signs which identify employee parking, shipping, clearance, or which restrict ingress and egress. Excluded from this definition are signs which are not directly related to an identified need for orderly internal use of the property and off-premises or portable signs.

"Inspector" includes any City employee working under the authority and direction of the City Manager or the City Manager's designee.

"Landscaping" means any material used as a decorative feature, such as textured concrete bases, planter boxes, rockeries, driftwood, pole covers, decorative framing, and shrubbery or planting materials, used in conjunction with a sign, which expresses the theme of the sign but does not contain advertising copy.

"Mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.

"Marquee" means a permanent structure attached to, supported by, and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For the purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee.

"Marquee sign" means any sign which forms part of or is integrated into a marquee and which does not extend beyond the limits of the marquee.

"Monument sign" means a sign above grade which is mounted or attached to a wide base or grade. These signs are composed of a sign face and a sign base. The base and architectural detail must be consistent with the character of the primary structure.

"Multiple-building complex" means a group of structures housing at least one retail business, office, commercial venture, or independent or separate part of a business located on different properties but with shared accesses and parking facilitates.

"Multiple business property" means a single property housing more than one retail business, office, or commercial venture in a single structure; but not including residential apartment buildings or shopping centers.

"Off-premises directional sign" means a sign erected for the purpose of directing pedestrian or vehicular traffic to a facility, service, or business located on other premises.

"On-premises sign" means a sign which carries only advertisements strictly applicable to a lawful use of the premises on which it is located, including signs or sign devices indicating the business transacted, principal services rendered,

and goods sold or produced on the premises, name of the business, name of the person, firm, or corporation occupying the premises.

"Perimeter" means the boundary lines used to define the extent of an area.

"Person" means any person, firm, partnership, association, corporation, company, institution, or organization.

"Pole sign" means any freestanding sign more than five feet in height that does not meet the definition of monument sign. These signs are composed of the sign cabinet or base and the sign pole or pylon by which it connects to the ground.

"Portable sign" means a sign which is not permanently affixed and is designed for or capable of being moved, except those signs explicitly designed for people to carry on their person.

"Premises" means the real estate (as a unit) which is involved by the sign or signs mentioned in this chapter.

"Projecting sign" means a sign which is attached to and projects more than one foot from a structure or building face.

"Public commercial parking area" means an open area other than a street, alley, or private parking area serving the occupants, patrons, or employees of a dwelling, hotel, business, or apartment to which the private parking area is appurtenant, which area is used for the parking of more than four automobiles.

"Reader board" means a sign face designed with readily changeable letters allowing frequent changes of copy either manually or electronically.

"Real estate sign" means a portable or freestanding sign erected by the owner or his agent advertising the real estate

upon which the sign is located for rent, lease, or sale or directing to the property.

"Revolving sign" means a sign which rotates or turns in motion in a circular pattern.

"Roof line" means the top edge of a roof or parapet; the top line of a building silhouette.

"Roof sign" means a sign supported by and erected on or above the roof line of a building or structure.

"Shopping center" means a grouping of retail business and/or service uses on a single development site consisting of five acres or more housed in multiple structures or a single building with common parking facilities.

"Sign" means any visual communication device, structure, or fixture which is visible from off premises and which directs attention to an object, product, place, activity, facility, service, event, attraction, person, institution, organization, business, or building. Painted wall designs or patterns which do not represent a product, service, or trademark or which do not identify the user are not considered signs.

"Sign area" means the entire area within a circle or polygon enclosing the extreme limits of the advertising message together with any frame or decoration forming an integral part of the display or used to differentiate the sign from the background against which it is placed. If the sign is composed of more than two sign cabinets or modules, the area enclosing the entire perimeter of all cabinets and/or modules within a single square or rectangular figure is the area of the sign. Multi-sided signs, signs composed of two or more sides of equal area attached to each other but occupying different planes, shall have their areas computed by excluding the area of one side from the sum of the areas of all other sides. The total surface area of spherical or cylindrical signs is the sign area.

"Sign height" means the vertical distance from grade to the highest point of a sign or any vertical projection thereof, including its supporting columns.

"Sign structure" means any structure which supports or is designed to support any sign as defined in this chapter. A sign structure may be a single pole and may or may not be an integral part of the building.

"Single business property" means a single structure housing one business located on a single property without shared access and/or parking facilities.

"Street" means a right-of-way, dedicated to the public use, which provides vehicular access to adjacent properties.

"Street frontage" means the linear frontage of a single parcel of property or common development site abutting a public street.

"Temporary construction sign" means a sign jointly erected and maintained on premises undergoing construction, by an architect, contractor, subcontractor, and/or materialman, upon which property the individual is furnishing labor or material.

"Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard, or other light materials, with or without frames, intended to be displayed for a limited time only. Signs painted upon window surfaces which are readily removed by washing shall be considered temporary signs.

"Under marquee sign" means a sign attached to and suspended from the underside of a marquee or canopy.

"Wall sign" means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout

its entire length, with the exposed face of the sign parallel to the plane of the wall or facade. Signs incorporated into mansard roofs, marquees, or canopies shall be treated as wall signs.

ARTICLE II. PERMITS

Sec. 264. 18.200.060. Required. No sign shall be erected, re-erected, constructed, painted, posted, applied, altered, structurally revised, or repaired except as provided in this chapter and pursuant to a permit issued by the City Manager or the City Manager's designee. A separate permit shall be required for a sign or signs for each business entity and/or a separate permit for each group of signs or a single supporting structure installed simultaneously. Thereafter, each additional sign erected on the structure must have a separate permit.

Sec. 265. 18.200.070. Exemptions. The following shall not require a sign permit; these exemptions shall not be construed as relieving the owner of a sign from the responsibility of its erection and maintenance and its compliance with the provisions of this chapter or any other law or ordinance regulating the same:

(1) The changing of the advertising copy or message on a lawfully erected, painted, or printed sign, theater marquee, or similar signs specifically designed for the use of replaceable copy.

(2) Painting, repainting or cleaning of a lawfully erected sign structure or the changing of the advertising copy or message thereon and other normal maintenance unless a structural or electrical change is made.

(3) Temporary decorations customary for special holidays, such as Christmas and Independence Day, erected entirely on private property.

(4) Real estate signs subject to the following requirements:

(a) Signs shall not exceed eight square feet in residential zones and 24 square feet in commercial zones.

(b) Signs shall be limited to one sign per street frontage on the premises for sale, lease, or rent, and three portable directional signs to such property.

(c) Portable off-premises directional real estate signs providing directions to an open house at a specified residence or commercial building that is offered for sale or rent are permitted only when:

(i) Signs are not placed on trees, foliage, utility poles, or placed on or interfere with official traffic control devices and their support structures installed by the City traffic engineer or the state.

(ii) Each sign does not exceed four square feet in area and 36 inches in height.

(iii) The agent or seller is physically present at the property for sale or rent.

(iv) The total number of directional signs is limited to three.

(v) Each sign if located in the public right-of-way is subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

(vi) The signs may only be in place during the hours of the open house.

(5) On-premises information signs guiding or directing traffic onto or off of a lot or within a lot, incidental signs, and internal information signs not over eight square feet in area and do not exceed six feet in height. The information or copy displayed by or on any internal informational sign shall be limited to only those letters and/or symbols necessary to convey the required message in as brief a manner as reasonably possible and shall not advertise in any manner the facility occupying the premises nor goods or services available nor hours of operation.

(6) Political signs subject to the following requirements:

(a) Political signs promoting or publicizing candidates for public office or issues that are to be voted upon in a general or special election may be displayed on private property. Such signs shall be removed within 10 days following the election; provided, that signs promoting successful candidates in a primary election may remain displayed until 10 days following the immediately subsequent general election.

(b) It is prohibited for any person to paste, paint, affix, or fasten a political sign on any tree, foliage, utility pole, on any public building or structure, or on or to interfere with any official traffic control device and their support structures installed by the City traffic engineer or the state.

(c) Political signs posted within public right-of-way are subject to the requirements and regulations of subsection (12)(e) through (k) of this section. Additionally, political signs in the right-of-way are limited to a maximum surface area of four square feet and a maximum height of five feet.

(d) It shall be the responsibility of the candidate to have the signs removed.

(7) One nonelectrical and nonilluminated business identification sign containing no advertising matter over four square feet in area.

(8) One on-premises nonilluminated bulletin board not over 12 square feet in area for a charitable or religious organization.

(9) For each street frontage of the premises, one nonilluminated temporary construction sign denoting the

architect, engineer, and/or contractor when placed on work under construction, and not exceeding 32 square feet in area.

(10) Memorial signs or tablets, including names of buildings, and date of erection when cut into a masonry surface or when constructed of bronze or other noncombustible materials.

(11) Nonelectrical identification signs which contain no more than the name and address of the dweller or tenant of a residence shall be allowed. Only one such sign not over two square feet in area shall be allowed for each street frontage of a residential dwelling within the City.

(12) Portable signs located in the public right-of-way subject to the following requirements:

(a) Signs shall not be affixed to the ground, including through the use of stakes or other means that may damage property.

(b) No more than two signs are allowed per business and no person may have more than two signs at any one time.

(c) Sign area shall neither exceed six square feet per sign face nor 36 inches in height.

(d) Signs are allowed only during the hours of operation of the business or for the duration of special events and must be taken indoors each day.

(e) Signs may not be placed on or attached to other objects, including but not limited to buildings, structures, trees, plants, utility poles, utility boxes, utility equipment, other signs, or on or to interfere with any official traffic control device and their support structures installed by the City traffic engineer or the state.

(f) Signs shall not be placed in a manner that interferes with vehicle, bicycle, wheelchair, or pedestrian sight line views, or travel.

(g) Signs shall not be placed in street medians or traffic islands.

(h) Signs shall not be placed in a manner that will damage City landscaping, irrigation or other City infrastructure or obstruct a drainage system. Any damage as the result of the placement of the portable sign will be the responsibility of the owner of the sign.

(i) Signs shall be professionally prepared and maintained in good condition so as to preserve the aesthetic value of the total environment.

(j) Signs shall have a name and contact phone number or other contact information on them.

(k) Signs placed in violation of this subsection (12) are subject to immediate removal and may be subject to destruction by the City, without prior notice. If the owner of the sign is present at the time of removal, the owner is given an opportunity to remove the sign immediately.

(13) Signs used exclusively for:

(a) Display of official notices used by any court, public body, or official, or for the posting of notices by any public officer in the performance of a public duty, or by any person in giving legal notice; provided, however, that such notices are subject to the requirements and regulations of subsection (12)(e) through (k) of this section.

(b) Official directional, warning, or information signs of a public or semipublic nonprofit entity erected by or with the approval of the City; provided, however, the design and placement of such signs shall be subject to the approval of the

City Manager or the City Manager's designee and, if located in the public right-of-way, shall require a right-of-way use permit and shall be subject to the requirements and regulations of subsection (12)(e) through (k) of this section. All such signs shall be installed by or under the direction of the City Manager or the City Manager's designee and may be removed by the City if they become damaged, unsightly, or otherwise fall into a state of disrepair. Upon such removal, replacement signs may be installed. The City Manager or the City Manager's designee is authorized to establish a fee schedule for labor, equipment, and materials expended from public funds for installation of signs and/or posts.

(14) Official traffic control devices and their support structures installed by the City traffic engineer or state.

(15) Signs not intended to be viewed from and not readable from off premises.

(16) Window merchandise displays.

(17) Point-of-purchase advertising displays, such as product dispensers.

(18) National flags, flags of political subdivisions and symbolic flags of an institution.

(19) Barber poles.

(20) Historic site markers and plaques.

(21) Gravestones.

(22) Structures intended for separate use, such as phone booths.

(23) Identification signs upon recycling collection containers or other collection containers for public, charitable or nonprofit organizations.

(24) Lettering or symbols painted directly onto or flush-mounted magnetically onto an operable motor vehicle operating in the normal course of business.

(25) Sculptures, fountains, mosaics, or other public art features that do not incorporate advertising or identification of a business or product.

(26) Temporary construction signs subject to the following standards:

(a) Sign shall not exceed 32 square feet.

(b) No more than one sign is allowed per street frontage.

(c) Sign shall be removed upon completion of the project, except as provided in DMMC 18.200.140.

Sec. 266. 18.200.080. Sign permit applications. Applications for sign permits shall be made to the City Manager or the City Manager's designee upon forms provided by the City.

(1) Applications for sign permits shall be accompanied by:

(a) Two site (plat) plans showing the location of the affected lot, building or buildings, and sign or signs, showing both existing signs and awnings and the proposed sign;

(b) Two copies of a scale drawing of the proposed sign or sign revision, including size, height, copy, structural and footing details, material specifications, methods of attachment, illumination, landscaping, front and end views of awning, sample of canvas, calculations for dead load and wind pressure, photograph of site and building marked to show where sign or awning is proposed, and any other information required to ensure compliance with appropriate laws;

(c) Written consent of the owner of the building, structure, or property where the sign is to be erected;

(d) A permit fee as set by written administrative directive.

(2) Exceptions.

(a) The City Manager or the City Manager's designee may waive submission of plans and specifications when the structural aspect is of minor importance.

(b) If the sign to be installed is to replace a nonconforming sign, the permit and plan check fees may be waived at the discretion of the City Manager or the City Manager's designee.

Sec. 267. 18.200.090. Inspections.

(1) All signs controlled by this chapter are subject to periodic inspection by the inspector. The inspector shall keep records reflecting inspection dates and results thereof.

(2) Footing inspections shall be made by the inspector for all signs having footings.

(3) Every new sign shall bear the permit number and date of issue prominently and permanently affixed.

(4) Every temporary sign requiring a permit shall bear a legible notation of its expiration date.

(5) If the inspector is required to reinspect a new installation due to no fault of the inspector, a reinspection fee shall be charged in accordance with administration directive.

Sec. 268. 18.200.100. Variances. No variances are permitted from the requirement of this chapter; provided, however, that nothing prevents any interested party from appealing administrative decisions in accordance with the Hearing Examiner Code.

Sec. 269. 18.200.110. Special use permits. The City Manager or the City Manager's designee is authorized to grant a special use permit for the following purposes:

(1) Temporary signs, banners and/or posters not exceeding 40 square feet, strings of pennants, ribbons, flags, streamers, balloons, spinners, or other devices of a carnival nature may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 45 days within a three-month period. No more than three types of temporary signs may be displayed at any one time.

(2) Temporary signs exceeding 40 square feet but not exceeding 200 square feet may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 45 days. Only five such permits shall be issued to any business during a calendar year. The total aggregate of temporary signs shall be no more than 400 square feet.

(3) Inflatable displays exceeding 40 square feet and searchlights may be permitted for temporary or special events, such as a grand opening, but such use shall not exceed 10 days. Only three such permits shall be issued to any business during a calendar year.

(4) Off-premises directional signs advertising group sales of single-family residences or condominiums; provided, the following conditions shall apply:

(a) Each sign permitted under this section may contain two sign faces, each of which is no larger than 16 square feet, and no more than two signs per group sale shall be permitted;

(b) The maximum height of any such sign shall be eight feet from grade;

(c) The maximum duration of any such sign shall be 90 days or whenever the property advertised in the sign is sold, whichever occurs first; provided, the special permit may be renewed and reissued for additional 90-day periods if the property advertised in the sign has not been sold;

(d) An applicant who is granted a permit under this section shall relinquish the general privilege to place three off-premises directional signs per property under the provisions of DMMC 18.200.070 but shall be permitted to place an additional three off-premises directional signs for the entire group sale; provided, such signs comply with the requirements in DMMC 18.200.070.

ARTICLE III. COMPREHENSIVE DESIGN PLAN PERMITS

Sec. 270. 18.200.120. Purpose. The requirements and restrictions of this chapter may be modified by the City Manager or the City Manager's designee when an applicant is using a comprehensive design plan to integrate signs into the framework of the building or buildings, landscaping, and other design features of the property, utilizing an overall design theme. Comprehensive design may be used on an existing building where the facade is being altered, new construction or in freestanding signs.

Sec. 271. 18.200.130. Application - Supplementary material. Applications for comprehensive design plan permits shall be submitted on forms provided by the City Manager or the City Manager's designee and shall be accompanied by the following:

(1) A narrative describing the proposed plan, including, but not limited to, the following information:

(a) How the physical components of the sign structure relate to the copy area, detailing legibility and readability factors based on traffic speed, sign placement, and letter size;

(b) How the sign(s) relate to the immediate surroundings, including buildings, other signs, landscaping, and other decorative features;

(c) How the sign or signs relate to the desired land use characteristics promoted by the comprehensive plan and this chapter;

(d) How the elements and design of the sign(s) promote and enhance the overall design theme established by the adopted design guidelines for the marina district or the Pacific Ridge neighborhood;

(e) Evaluation of potential adverse effects on adjacent property.

(2) A site plan and colored renderings of the sign(s) and building faces on which the signs will be mounted. Graphic submittals shall illustrate how the total sign proposal will appear from the street(s) from which the signage is intended to be seen.

(3) Regular sign permit application.

Sec. 272. 18.200.140 Criteria for granting. The City Manager or the City Manager's designee shall employ the following criteria when evaluating the proposed comprehensive signage plan;

(1) Whether the proposal manifests an exceptional effort toward creating visual harmony between the sign, buildings, and other components of the subject property through the use of a consistent design theme;

(2) Whether the sign or signs promote the planned land use in the area of the subject property and enhance the aesthetics of the surrounding area;

(3) Whether the sign placement and size obstructs or interferes with any other signs or property in the area or obstructs natural or scenic views;

(4) Whether the proposed sign or signs is/are better coordinated, more harmonious with surrounding development including other signage and the architectural concepts employed in the building's site then could be installed under existing criteria in this chapter.

ARTICLE IV. PROVISIONS APPLICABLE IN ALL ZONES

Sec. 273. 18.200.150. Structural requirements. The structure and installation of all signs within the City shall be governed by the applicable provisions of Title 14 DMMC.

Sec. 274. 18.200.160. Prohibited signs. The following signs are prohibited:

(1) Abandoned signs;

(2) Signs or sign structures, which by coloring, shape, wording, or location resemble or conflict with official traffic control signs or devices;

(3) Signs that create a safety hazard for pedestrian, wheelchair, bicycle, or vehicular traffic;

(4) All flashing signs;

(5) Signs attached to or placed on a vehicle or trailer parked on public or private property or public right-of-way; provided, however, that this provision shall not be construed as

prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business. Public transit vehicles and taxis are exempt from this provision;

(6) Off-premises signs, except real estate signs, political signs, and portable signs as expressly allowed in DMMC 18.200.070, public service/civic event signs, garage sale signs, and off-premises signs permitted by special use permit as provided in DMMC 18.200.110;

(7) Any sign affixed to or painted on trees, rocks, or other natural features, or utility poles and the like including advertising signs affixed to or painted on fences;

(8) Roof signs;

(9) All portable reader board signs;

(10) Strings of pennants, banners, posters, ribbons, streamers, balloons, spinners, searchlights, or other devices of a carnival nature, except as provided in DMMC 18.200.110;

(11) Home occupation signs;

(12) Any sign that is not specifically permitted by this chapter.

Sec. 275. 18.200.170. Maintenance. All signs, together with all of their supports, braces, guys, and anchors, shall be maintained in good repair and in a safe, neat, clean, and attractive condition.

Sec. 276. 18.200.180. Abandoned signs. Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located within 90 days after the business or service advertised by the sign is no longer conducted on the premises.

Sec. 277. 18.200.190. Illumination. The light directed on, or internal to, any sign shall be so shaded, shielded and/or directed so that the light intensity or brightness shall not adversely affect surrounding or facing premises or adversely affect safe vision of operators of vehicles moving on private or public roads, highways, or parking areas, or adversely affect safe vision of pedestrians on a public right-of-way. Light shall not shine upon nor reflect into residential structures. Beacon lights or searchlights shall not be permitted for advertising purposes except within the commercial zones and in conjunction with temporary or special events not exceeding 10 days as permitted by special use permit. Luminosity shall not exceed 100 foot lamberts measured at the sign face.

Sec. 278. 18.200.200. Landscaping. At the time of installation, all freestanding signs shall include landscaping and curbing around the base of the sign to prevent automobiles from hitting the sign structure and to improve the overall visual appearance of the structure. Landscaping shall be in proportion to the size and height of the signs, with a minimum of one-half square foot of landscaping for each square foot of sign area and shall be maintained throughout the life of the sign. No dead shrubs, broken parts, cracked, or extremely chipped material shall be allowed to remain without repair.

Sec. 279. 18.200.210. Clearance and sight distance. Marquees or projecting signs which project over areas where motor trucks may be required to pass beneath them shall maintain a minimum vertical clearance of 15 feet. No marquee or projecting sign may project closer than two feet from the curbline of the street. Signs must maintain a minimum of eight feet of vertical clearance over pedestrian ways.

Sec. 280. 18.200.220. Exposed angle irons and guy wires prohibited. No angle irons, guy wires, or braces used in conjunction with a projecting sign shall be visible, except those which are an integral part of the overall design.

Sec. 281. 18.200.230. Electronic reader board and changeable message center signs. Except as provided in subsection (11) of this section, all electronic reader board signs and changeable message center signs shall comply with the following:

(1) Advertising messages on electronic reader boards and message centers may contain words, phrases, sentences, symbols, trademarks, and logos. A single message or a message segment must have a static display time of at least two seconds after moving onto the reader board or message center, with all segments of the total message to be displayed within 10 seconds. A one-segment message may remain static on the reader board or message center with no duration limit.

(2) Displays may travel horizontally or scroll vertically onto electronic reader boards or message centers, but must hold in a static position for two seconds after completing the travel or scroll.

(3) Displays shall not appear to flash, undulate, or pulse, or portray explosions, fireworks, flashes of light, or blinking or chasing lights. Displays shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist, or animate as it moves onto, is displayed on, or leaves the reader board or message center.

(4) Electronic signs requiring more than four seconds to change from one single message display to another shall be turned off during the change interval.

(5) Maximum brightness shall not exceed 5,000 nits during daylight hours when measured from the face of the sign and 500 nits from sunset to sunrise when measured from the face of the sign.

(6) Signs shall have programmable dimming capacity.

(7) Audio speakers associated with signs allowed under this section are prohibited.

(8) Signs allowed under this section shall not exceed or be in addition to the total allowable freestanding sign area allowed in the various zones established in Article V of this chapter.

(9) Signs allowed under this section shall not be used as wall signs and shall not be used as individual tenant signs.

(10) Electronic reader board and changeable message center signs shall not be placed on, above, or over the right-of-way.

(11) This section shall not apply to official traffic control devices installed by the City traffic engineer or the state.

Sec. 282. 18.200.240. Bonus provisions. In each of the zones, total sign area may be increased by 25 percent if the business uses only wall signs. Allowable sign area for freestanding signs may be increased by 25 percent if ground signs or monument signs are used instead of pole signs.

Sec. 283. 18.200.250. Signs prohibited on, above, or over right-of-way.

(1) Except as provided in subsections (2) and (3) of this section and DMMC 18.200.070, 18.200.300, and 18.200.310, no person shall place a sign of any size or description:

(a) On, above, or over the right-of-way of a City street;

(b) On, above, or over the right-of-way of a state highway;

(c) On a bridge or overpass; or

(d) On a public or utility improvement.

(2) For a period of 30 days or less, signs advertising community events sponsored by public service organizations may be placed on, above, or over the right-of-way of a City street or a state highway with the written permission of the City Manager or the City Manager's designee, and an approved right-of-way permit.

(3) Banners installed over a state highway shall be subject to the requirements established by WAC 468-95-148 and chapter 47.42 RCW. The City Manager or the City Manager's designee is authorized to establish a fee schedule for labor, equipment, and materials expended from public funds for installation of banners.

(4) This section shall not apply to official traffic control devices installed by the City traffic engineer, or the state.

Sec. 284. 18.200.260. Placement. All signs, except real estate directional signs, political signs, and portable signs expressly allowed under DMMC 18.200.070, and off-premises signs approved under DMMC 18.200.110, must be located on the premises of the business that they advertise. Advertising signs located on premises other than the premises of the business they advertise are forbidden, notwithstanding single ownership of more than one premises, except where the premises are contiguous. For the purposes of this section "contiguous" means that such buildings are joined and/or interior access provided from one to the other.

ARTICLE V. PROVISIONS APPLICABLE TO SPECIFIC ZONES

Sec. 285. 18.200.270. Applicability. In addition to the provisions in Article IV, the regulations in this article shall apply within the various zones.

Sec. 286. 18.200.280. Residential. The following signs are permitted in all residential zones:

(1) One nonelectrical identification sign per street frontage not exceeding two square feet which contains no more than the name and address of the dweller or tenant of the residence;

(2) One nonelectric identification sign per entrance to a subdivision; providing, that the sign does not exceed 24 square feet in area;

(3) Except in the PR-R zone where a wall sign for a nonresidential use within a mixed-use development may be illuminated, one nonelectric identification sign, not exceeding 24 square feet, per street frontage for nonresidential uses allowed in the residential zones;

(4) Community centers, schools, and churches are permitted one readerboard sign not exceeding 24 square feet, not exceeding eight feet in height;

(5) Temporary signs not exceeding 16 square feet per street frontage for nonresidential uses in a residential zone;

(6) In areas zoned for multiple-family residences, other than duplexes, one nonelectric identification sign not exceeding 24 square feet per street frontage and appropriate to the architectural design and landscape;

(7) In the PR-R zone, on-site real estate signs for the individual dwellings shall be displayed together within or on a

sign cabinet or display board. One display cabinet or board shall be allowed per street frontage;

(8) No pole signs shall be permitted and monument signs may not exceed 10 feet in height except by special use permit. No off-premises signs shall be permitted except as authorized by this chapter;

(9) Internally illuminated signs shall be constructed using individual letters/characters, or sign cabinets with an opaque field or background so that only the individual letters/characters are illuminated.

Sec. 287. 18.200.290. Neighborhood commercial zones. The following signs are permitted in the neighborhood commercial zone (N-C) and commercially zoned properties located in the Redondo neighborhood:

(1) One nonelectrical and nonilluminated business identification sign containing no advertising matter more than four square feet in area which is permanently affixed to a wall;

(2) Total sign area for a single business shall not exceed one square foot per lineal foot of street frontage up to a maximum of 100 square feet and freestanding signs may not exceed 40 square feet. No freestanding sign shall exceed the height of the primary use structure;

(3) Revolving signs are prohibited;

(4) Temporary signs are permitted as provided in DMMC 18.200.070;

(5) Projecting signs are prohibited.

Sec. 288. 18.200.300 Commercial zones. The following signs are permitted in the Pacific Ridge commercial zone 1, Pacific Ridge Commercial Zone 2, Business Park Zone and all

commercial zones abutting Pacific Highway South that are not within the Pacific Ridge neighborhood:

(1) Freestanding Signs. For single business properties, multiple-tenant buildings, multiple-building complexes, and shopping centers, freestanding signs are allowed as follows:

(a) Number of Freestanding Signs.

(i) For building sites with up to 300 feet of street frontage, one sign is allowed.

(ii) For building sites with more than 300 feet of street frontage and having more than one vehicular access, two signs are allowed; provided, that the total allowable sign area is not exceeded and the signs are more than 100 feet apart.

(b) Freestanding Sign Size.

(i) Each sign allowed shall not exceed 80 square feet in area.

(ii) For properties with less than 80 feet of street frontage, sign area shall not exceed one square foot of sign area for each lineal foot of street frontage.

(c) Freestanding Sign Height.

(i) For single business properties and multiple business properties, freestanding signs shall not exceed 15 feet in height as measure from median sidewalk grade.

(ii) For shopping centers and multi-building complexes freestanding signs shall not exceed 20 feet in height as measured from median sidewalk grade.

(d) Allowed signs, sign area, or sign height may not be transferred from one street frontage to another.

(e) Off-premises signs, including but not limited to billboards, are prohibited. The City Manager or the City Manager's designee may approve monument signs located on a separate parcel of property within a multiple-building complex or shopping center when the following conditions exist.

(i) The multiple-building complex or shopping center appears and functions as one building site; and

(ii) The monument sign appears and functions as an on-premises sign; and

(iii) The approval would not result in additional signs or sign area for the multiple-building complex or shopping center than would otherwise be allowed; and

(iv) All monument and wall signs within the multiple-building complex or shopping center conform to the provisions of this chapter.

(f) Freestanding signs shall not be located on, above, nor project over the public right-of-way.

(2) Wall Signs.

(a) Each single business property is permitted a total sign area not to exceed one square foot per lineal foot of street frontage, up to a maximum of 100 square feet.

(b) Each multiple business property is permitted a total sign area not to exceed 20 square feet plus 40 square feet per licensed business; provided, however, that each business must be guaranteed a minimum of at least 25 square feet signage.

(c) Each multi-building complex and shopping center is permitted a total sign area not to exceed 150 square feet plus 40 square feet per licensed business; provided,

however, that each business must be guaranteed a minimum of at least 35 square feet signage.

(d) Except for buildings containing multiple business, wall signage shall not extend horizontally a distance greater than 50 percent of the width of the building wall on which it is displayed.

(e) Allowed wall signage is not transferable from one property to another; except within a shopping center or multi-building complex.

(f) Wall signs shall not be placed higher than 35 feet above median sidewalk grade.

(g) Projecting signs may not project further than six feet from the surface of the building. A right-of-way use permit shall be required for signs projecting over the public right-of-way.

(3) Internally illuminated signs shall be constructed using individual letters/characters, or sign cabinets with an opaque field or background so that only the individual letters/characters are illuminated.

(4) Reader board signs and changeable message center signs are permitted as per the requirements established in DMMC 18.200.230.

(5) Gasoline price signs shall not be located in, nor project over, the public right-of-way and shall not be portable. Such signs may be freestanding or attached to canopy columns. The area of the price sign shall not count towards the allowed total wall or freestanding signage.

(6) Temporary signs shall be permitted as provided in DMMC 18.200.110.

Sec. 289. 18.200.310. Marina district. The following signs are permitted on commercially zoned properties within the marina district as established by the Des Moines Comprehensive Plan:

(1) Each public commercial parking lot may have one sign per street frontage not exceeding 24 square feet in sign area.

(2) Reader board signs and changeable message center signs are permitted as per the requirements established in DMMC 18.200.230.

(3) Projecting signs may not project further than six feet from the surface of the building. A right-of-way use permit shall be required for signs projecting over the public right-of-way.

(4) Freestanding signs may not exceed 15 feet in height as measured from the sidewalk grade, and shall not be located on or above, nor project over the public right-of-way.

(5) No more than one freestanding sign is permitted for properties with less than 300 feet of street frontage. Multiple business properties or multi-building complexes with over 300 feet of street frontage and more than one vehicular access are allowed one additional freestanding sign; provided, that the total allowable sign area is not exceeded and the signs are over 100 feet apart.

(6) Each single business property is permitted a total sign area not to exceed two square feet per lineal foot of street frontage, up to a maximum of 200 square feet. Freestanding signs may not exceed 50 square feet.

(7) Each multiple business property or multi-building complex is permitted one freestanding sign not to exceed one square foot per lineal foot of street frontage up to a maximum of 100 square feet. Each business within shall be permitted a

wall sign not to exceed one square foot per lineal foot of street frontage; provided, however, that each business must be guaranteed a minimum of at least 24 square feet regardless of street frontage.

(8) Gasoline price signs shall not be located in, nor project over, the public right-of-way, and shall not be hand written. Such signs may be freestanding or attached to canopy columns. The area of the price sign shall not count towards the allowed total wall or freestanding signage.

(9) Temporary signs shall be permitted as provided in DMMC 18.200.110.

ARTICLE VI. ADMINISTRATION AND ENFORCEMENT

Sec. 290. 18.200.320. Removal of unlawful signs - Notice. The City Manager or the City Manager's designee may order the removal of any sign erected, installed, or maintained in violation of this chapter pursuant to DMMC 18.01.080 and the provisions set forth below.

(1) Signage, General. Any property owner or occupant erecting or maintaining signage not in compliance with the provisions of this chapter, except portable signs which are regulated in subsection (2) of this section, shall be given written notice, by certified letter, specifying the violation and a direction to correct the violation or remove the sign within 30 days. Such notice shall be given to the holder of the sign permit or, if no permit exists, to the named owner of the land where the sign is erected. In the event the violation is not corrected within the 30-day period, the City Manager or the City Manager's designee shall thereupon revoke the permit and remove, or cause the removal of the sign, and shall assess all costs and expenses incurred against the named owner of the sign and/or named owner of the land. Any sign which is a source of immediate peril to persons or property may be removed summarily and without notice.

(2) Portable Signage. Portable signage includes any sign not permanently affixed; real estate signs; political signs; portable reader board signs; streamers; pennants; banners; signs attached to or mounted on trees, fences, utility poles, or vehicles parked in proximity to a business with the purpose of attracting attention to such business; or any similar signs. Except as provided for in DMMC 18.200.070(12)(k), portable signs in violation of this chapter located in the right-of-way must be removed upon 24-hour notice. Such notice shall be given by delivering a written notice of violation to the owner, occupant, or person ostensibly in charge or control of the real property upon which the sign is located. Such notice shall state the violation and shall require that the violation be corrected within 24 hours. In the event the violation is not corrected within 24 hours, the City Manager or the City Manager's designee shall cause the sign or signs to be impounded. If the portable sign is located off site of the premises to which the sign reasonably relates, or if ownership of the sign cannot be reasonably determined, no notice of violation shall be provided and the sign shall be impounded forthwith. In the event a sign is removed, there shall be a removal fee and a storage fee as set by administrative order of the City Manager or the City Manager's designee. No sign shall be returned until the removal and storage fee is paid in full. The sign shall be stored for not less than 10 days, and thereafter the City Manager or the City Manager's designee shall dispose of the sign in any manner. No cause of action shall be maintained against the City for damage to signs properly impounded, whether such damage occurred during the impoundment or storage. A second violation occurring within a 12-month period shall be considered a Class 1 civil infraction. A third violation occurring within a 12-month period shall result in a criminal prosecution and immediate impoundment of the sign without notice. This enforcement provision supersedes the processes contained in DMMC 18.01.090, and provides for immediate prosecution pursuant to DMMC 18.01.100. For such repeat offenses sign alteration or substitution shall be no defense.

Sec. 291. 18.200.330. Nonconforming signs.

(1) Nonconforming signs that were legally and permanently installed prior to May 15, 2011, shall be allowed to continue in use so long as they are continuously maintained, are not relocated, are not structurally altered or made more nonconforming in any way.

(2) Nonconforming off-premises signs shall be abated in accordance with DMMC _____.

Sec. 292. 18.200.340. City not liable. This chapter shall not be construed to relieve from or lessen the responsibility of any person owning, building, altering, constructing, or removing any sign in the City for damages to anyone injured or damaged either in person or property by any defect or action therein, nor shall the City, or any agent thereof, be held as assuming such liability by reason of permit or inspection authorized in this chapter or a certificate of inspection issued by the City or any of its agents.

Chapter 18.205
Electrical Vehicle Infrastructure

Sections:

18.205.010 Title.
18.205.020 Application.
18.205.030 Purpose.
18.205.040 Authority.
18.205.050 Definitions.
18.205.060 Permitted locations.
18.205.070 Compatibility.
18.205.080 Battery exchange stations.
18.205.090 Electric vehicle charging station requirements.
18.205.100 Electric vehicle charging station standards.

Sec. 293. 18.205.010. Title. This chapter shall be entitled "Electrical Vehicle Infrastructure."

Sec. 294. 18.205.020. Application. This chapter shall be applicable to all zones as set forth herein.

Sec. 295. 18.205.030. Purpose. The purpose of this chapter is to:

(1) Provide adequate and convenient electric vehicle charging stations to serve the needs of the traveling public;

(2) Provide opportunities for Des Moines residents to have safe and efficient personal electric charging stations located at their place of residence;

(3) Provide the opportunity for commercial and industrial businesses to supply electrical vehicle charging station services to their customers and employees; and

(4) Create standard criteria to encourage and promote safe, efficient, and cost effective electric vehicle charging opportunities in a full range of zones and settings for convenient service to those that use electric vehicles.

Sec. 296. 18.205.040. Authority. This chapter is adopted pursuant to the provisions of chapters 19.27, 19.28, 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 297. 18.205.050. Definitions. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

"Battery charging station" means an electrical component assembly or cluster of component assemblies designed specifically to charge batteries within electric vehicles, which meet or exceed any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

"Battery exchange station" means a fully automated facility that will enable an electric vehicle with a swappable battery to enter a drive lane and exchange the depleted battery with a fully charged battery through a fully automated process, which meets or exceeds any standards, codes, and regulations set forth by chapter 19.27 RCW and consistent with rules adopted under RCW 19.27.540.

"Charging levels" means the standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms Level 1, 2, and 3 are the most common EV charging levels, and include the following specifications:

(1) Level 1 is considered slow charging and operates on a 15 to 20 amp breaker on a 120 volt AC circuit.

(2) Level 2 is considered medium charging and operates on a 40 to 100 amp breaker on a 208 or 240 volt AC circuit.

(3) Level 3 is considered "fast" or "rapid" charging and typically operates on a 60 amp or higher breaker on a 480 volt or higher three phase circuit with special grounding equipment. Level 3 stations are primarily for commercial and public applications and are typically characterized by industrial grade electrical outlets that allow for faster recharging of electric vehicles.

Electric vehicle" means any vehicle that operates, either partially or exclusively, on electrical energy from the grid, or an off-board source, that is stored on-board for motive purpose. "Electric vehicle" includes:

(1) A battery electric vehicle;

(2) A plug-in hybrid electric vehicle;

(3) A neighborhood electric vehicle; and

(4) A medium-speed electric vehicle.

"Electric vehicle charging station" means a public or private parking space that is served by battery charging station equipment for the purpose of transferring electric energy to a battery or other energy storage device in an electric vehicle.

"Electric vehicle infrastructure" means structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations, rapid charging stations, and battery exchange stations.

"Electric vehicle parking space" means any parking space signed or marked exclusively for the parking of an electric vehicle at a battery charging station.

"Rapid charging station" means an industrial grade electrical outlet that allows for faster recharging of electric vehicle batteries through higher power levels and that meets or exceeds any standards, codes, and regulations set forth by chapter 19.28 RCW and consistent with rules adopted under RCW 19.27.540.

Sec. 298. 18.205.060. Permitted locations. Levels 1, 2, and 3 electric vehicle charging stations are allowed in all zoning designations. Electric vehicle charging stations are not permitted within the City right-of-way.

Sec. 299. 18.205.070. Compatibility. For land use compatibility purposes, the charging activity should be proportionate to the associated permitted use. Electric vehicle charging station(s) shall be permitted in association with a single-family use designed to serve the occupants of the home with a Level 1 or 2 charging level. Whereas, charging station(s) installed in a parking lot at a commercial destination, public facility or vehicle service station in close proximity to Interstate 5, are expected to have intensive use and will be permitted to have multiple Level 3 rapid charging stations to serve expected demand.

Sec. 300. 18.205.080. Battery exchange stations. Battery exchange stations are permitted in any business or commercial use zone; provided, all other requirements for the building or space the use occupies can be satisfied, such as design review, fire code and building code requirements.

Sec. 301. 18.205.090. Electric vehicle charging station requirements. Electric vehicle charging stations utilizing parking stalls located in parking lots, or parking garages shall comply with the following requirements:

(1) Signage. Each charging station space shall be posted with signage indicating the space is only for electric vehicle charging purposes. Directional signage may be provided to guide motorists to charging station space(s); provided, that directional signs shall be consistent with Manual on Uniform Traffic Control Devices (MUTCD) signs D9-11b and D9-11bP.

(2) Accessibility. The design and location of the charging stations shall comply with the following barrier-free accessibility requirements:

(a) Accessible electric vehicle charging stations shall be provided in the ratios shown on the following table:

Number of EV Charging Stations	Minimum Accessible EV Charging Stations
1 - 50	1
51 - 100	2
101 - 150	3
151 - 200	4
201 - 250	5
251 - 300	6

(b) Accessible electric vehicle charging stations shall be located in close proximity to the building or facility entrance and shall be connected to a barrier-free accessible route of travel.

(c) Accessible electric vehicle charging stations shall comply with the requirements of WAC 51-50-005.

(3) Lighting. Where charging station equipment is installed, site lighting shall be designed to illuminate the station area and posted information and avoid undue glare or reflection on adjoining premises, unless charging is for daytime purposes only.

(4) Charging Station Equipment. Charging station equipment shall comply with the following requirements:

(a) Equipment mounted on pedestals, light posts, or other devices shall be designed and located as to not impede pedestrian travel or create trip hazards within the right-of-way.

(b) Charging station outlets and connector shall be no less than 36 inches high, or no higher than 48 inches from the top of the surface where mounted and shall contain a retraction

device or a place to hang cords and connectors above the ground surface.

(5) Notification. The following information shall be posted on all charging stations:

` (a) Voltage and amperage levels;

(b) Hours of operation; and

(c) Usage fees, safety information and contact information for reporting equipment operating problems.

Sec. 302. 18.205.100. Electric vehicle charging station standards. The City Manager or the City Manager's designee is authorized to develop and maintain standards for the design and construction of electric vehicle charging stations.

Chapter 18.210
Loading Areas and Off-Street Parking

Sections:

18.210.010 Title.
18.210.020 Application.
18.210.030 Purpose.
18.210.040 Authority.
18.210.050 Off-street parking and loading areas required.
18.210.060 General requirements.
18.210.070 Modification of parking provisions.
18.210.080 Parking spaces to serve one use, building, or complex - Exceptions.
18.210.090 Required number of off-street parking spaces.
18.210.100 Compact car allowance.
18.210.110 Off-site parking.
18.210.120 Design requirements.
18.210.130 Parking area dimensions.
18.210.140 On-site parking facilities location.

18.210.150 Parking area and parking area entrance and exit slopes.
18.210.160 Driveways and maneuverability.
18.210.170 Surface.
18.210.180 Lighting.
18.210.190 Curb cuts.
18.210.200 Vehicle circulation between adjoining properties required.
18.210.210 Obstructions.
18.210.220 Landscaping and screening.
18.210.230 Walkways required.
18.210.240 Parking for the handicapped.
18.210.250 Parking and storage of recreational, utility, and commercial vehicles in residential neighborhoods.
18.210.260 Required loading areas.
18.210.270 Code official.
18.210.280 Enforcement.

Sec. 303. 18.210.010. Title. This chapter shall be entitled "Loading Areas and Off-street Parking."

Sec. 304. 18.210.020. Application. This chapter shall be applicable to all zones as set forth herein.

Sec. 305. 18.210.030. Purpose. It is the purpose of this chapter to specify off-street parking and loading requirements, describing design standards and other required improvements, in order to provide for adequate, convenient, and safe off-street parking and loading areas for the different land uses described in this Title.

Sec. 306. 18.210.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 307. 18.210.050. Off-street parking and loading areas required. Every parking space or facility and vehicle sales areas, trailer sales areas, and boat sales areas,

shall be developed, improved, and maintained as provided within this chapter.

(1) Pre-Existing Parking Spaces. A development in existence prior to May 8, 1987, or at the time of its annexation to the City if later, which does not have sufficient parking space on the basis of this section, may continue to operate with the parking deficiency as long as no enlargement or other change is made which would require additional parking spaces.

(2) Off-street parking and loading areas shall be provided as an accessory use in accordance with the provisions of this chapter for every building hereafter erected, altered, enlarged, relocated, or at the time there is a change in its principal use.

(3) When there are alterations or additions to a nonresidential building or when an alteration or addition results in an increase in the number of dwelling units in a multifamily residential structure, off-street parking shall be provided for any increase in the number of dwelling units or increase in gross floor area in accordance with the requirements of DMMC 18.210.090; however, no parking spaces need be provided in the case of an enlargement or expansion where the number of parking spaces required for expansion or enlargement is less than 10 percent of the parking spaces specified for a similar structure.

Sec. 308. 18.210.060. General requirements.

(1) Off-street Parking Development Permit Required. No off-street parking facility or spaces, nor enlargement thereof, shall be constructed without having first secured an off-street parking development permit from the code official; provided, that no such permit shall be required if a building permit is required. Such permit shall be authorized upon the approval of a parking plan as provided in subsection (2) of this section and adherence to the provisions of this chapter and shall be subject

to such inspections deemed necessary by the code official to ensure compliance.

(2) Parking Plan Required. Prior to issuance of a building permit for any new building or structure or for the enlargement of the floor area of an existing building or structure, the use of which requires off-street parking facilities to be provided as set forth in this Title, and prior to issuance of an off-street parking development permit; a plan of the parking area accurately showing grades and other required design features, shall be approved by the code official.

(3) Compliance Required Prior to Certificate of Occupancy or Issuance of Business License. Parking facilities and traffic-control devices such as parking stripes designating car stalls, directional arrows, etc., as provided in this chapter, shall be installed and completed prior to issuance of an occupancy permit or business license.

(4) Parking Stall Use Restricted - Commercial Zones. Parking stalls shall be used for the temporary parking of motor vehicles only of patrons, personnel, residents, and the like. Parking stalls shall not be used for storage of motor vehicles or materials, signs, sales, repair work, or dismantling of motor vehicles, etc.

(5) Maintenance. Maintenance of all areas provided for off-street parking shall be required and shall include removal and replacement of dead and dying trees, grass, and shrubs, removal of trash and weeds, and repair of traffic-control devices, signs, light standards, fences, walls, surfacing materials, curbs, and railings.

Sec. 309. 18.210.070. Modification of parking provisions.

(1) Number of Spaces. The City Manager or the City Manager's designee may, by formal action, waive or modify the number of spaces required, establishing the amount of required

parking for uses involving very limited number of employees or which do not require personnel and daily attendance or for which the number of parking spaces proposed is demonstrated sufficient to fully serve the use, is consistent with the intent of this chapter and when strict application of the code would result in unnecessary hardship. The Institute of Transportation Engineers (ITE) Parking Generation Manual or an independent consultant study are examples that could be used to demonstrate sufficiency of proposed parking.

(2) Dimensions. In cases where the strict application of this Title would unreasonably limit full utilization of a site for parking, the code official may authorize a reduction of up to three percent of any minimum dimension required in this chapter, except where such reduction would substantially restrict ease of travel or maneuverability of vehicles using the parking facility.

(3) Marina District. The parking provisions for commercial uses established by DMMC 18.210.090 are waived; provided, that there is compliance with all the following standards:

(a) The property is zoned downtown commercial according to the official zoning map.

(b) Residential uses within a mixed-use development are not included in this exemption. Residential uses in a mixed use building shall comply with the requirements established by DMMC 18.210.090.

(c) The property owner shall enter into a no protest agreement regarding the formation of a downtown business or parking improvement district.

(d) This provision is only valid until December 31, 2013.

(4) Interim uses. The City Manager or City Manager's designee may, by formal action, waive or modify other requirements of this chapter for uses not to exceed five (5) years including but not limited to exceptions for non-conflicting time in use and design requirements in DMMC 18.44.096 through 18.44.107 for commercial developments, upon approval of a plan that is consistent with the intent of this chapter and when strict application of the code would result in unnecessary hardship. The site plan showing the location of the parking on the property and parking plan must include provisions for:

(a) Improved parking meeting all City design requirements meeting at least fifty (50) percent of the required parking.

(b) User safety, including lighting and site security.

(c) The required number of ADA parking stalls per the International Building Code and required pedestrian access to and from the building for physically disabled as well as able bodied.

(d) Adequate site drainage.

(e) Safe vehicle access to and egress from the parking lot.

(f) A parking operations plan including:

(I) The hours of operations;

(II) A detailed description of the parking operation including methods to control noise, glare from impacting adjacent properties, and methods to eliminate any impacts on adjacent or nearby residential neighborhoods;

(III) The name, address and phone number of the operator of the parking.

(5) Assurances and guarantees to suspend interim parking use at the end of the permitted period unless extended and restore the site.

The interim use may be extended an additional three (3) years upon application. In approving the plan or the extension request, the City Manager or the City Manager's designee may impose additional conditions including but not limited to a requirement for the applicant to post a performance bond or other security guaranteeing that it will cease the interim use at the end of approved period.

Sec. 310. 18.210.080. Parking spaces to serve one use, building, or complex - Exceptions.

(1) Off-street parking facilities approved in conjunction with one use, building, or complex of buildings shall not be considered as providing required parking facilities for any other use, except as hereinafter provided.

(2) Exception for Cooperative Use. Where adjoining parking facilities of two or more land uses can be joined or coordinated to achieve efficiency of vehicular and pedestrian circulation, provision of additional landscaping or usable public open space, economy of space, and a superior grouping of buildings or uses, a reduction of 20 percent of the total combined required parking may be permitted when consistent with the intent of this chapter. The common parking facilities for residential and nonresidential uses within a mixed use development may be included in the Pacific Ridge Zone established by chapter 18.135 DMMC. The residential allowance shall not apply to residential land uses within other commercial zones of the City. Where cooperative use is permitted, assignment of parking spaces to individual uses or buildings shall be prohibited.

(3) Exception for Nonconflicting Time in Use. A reduction of up to 50 percent of required parking stalls, except for residential, may be authorized under the following conditions, as long as the total reduction doesn't fall below the levels for residential uses:

(a) The building or use for which application is made to utilize off-street parking facilities provided by another building or use shall be located within 500 feet of such parking facilities and shall be connected by continuous pedestrian walkways or sidewalks to the parking facility.

(b) The applicant must show that there is no substantial conflict in the principal operating hours of the two buildings or uses for which joint use of off-street parking facilities is proposed, i.e., no more than one hour overlap in operating hours exists.

(i) For the purposes of this chapter, the following uses are considered as daytime uses: banks, business offices, retail stores, personal service shops, household equipment or furniture shops, clothing or shoe repair or service shops, manufacturing or wholesale buildings, and other similar primarily daytime uses.

(ii) Nighttime or Sunday uses include: auditoriums incidental to a public or private grade school, churches, bowling alleys, dance halls, theaters, bars, or restaurants, and other similar primarily nighttime uses.

(4) Exemptions granted under the above provisions shall be made after filing with the City a record of covenant or other contract between the cooperating property owners approved by the City attorney. Joint-use privilege shall continue in effect only so long as such agreement, binding on all parties, remains in force. If such agreement becomes legally ineffective due to changed circumstances including but not limited to a change in the type or nature of business activities, then parking shall be provided as otherwise required by this chapter.

(5) Nothing in this section shall be construed to prevent cooperative provision of off-street parking facilities for two or more buildings or uses when the total off-street parking is not less than the sum of the required parking facilities for the various uses computed separately.

Sec. 311. 18.210.090. Required number of off-street parking spaces. The minimum number of off-street parking spaces required of each use shall be provided as follows:

(1) Appliance (retail), bakeries, cabinet shops, dry-cleaning, furniture stores, heating services: one parking space per 400 square feet of gross floor area.

(2) Auto and boat sales, new and used: one space per 1,000 square feet of floor space of showroom and service facilities; but in no case shall there be less than six spaces provided.

(3) Day care centers and mini-day care programs: one space for each 10 children or one for each staff member, whichever is greater, and one passenger loading and unloading space for each 20 children.

(4) Hardware and building supplies: one space per 400 square feet of gross floor area.

(5) Industrial and Manufacturing Activities.

(a) Freight terminals and wholesale facilities: one parking space per two employees on a maximum work shift, or one per 1,000 square feet of gross floor area; use whichever is greater.

(b) Manufacturing, including but not limited to the following, except that no retail operations are included: research and testing laboratories, creameries, bottling establishments, bakeries, upholstery shops, printing and

engraving shops: two parking spaces for each three employees on a maximum work shift, or one space per 700 square feet of gross floor area; use whichever is greater.

(c) Uncovered storage area: one parking space for each 2,000 square feet of area.

(d) Warehouse and storage: two parking spaces for each three employees or one space for each 1,500 square feet of gross floor area; use whichever is greater.

(6) Laundry, self-service: one parking space per 250 square feet of gross floor area.

(7) Medical Facilities.

(a) Convalescent, rest homes, retirement homes, nursing and health institutions: one parking space for each two employees, plus one space for each four beds.

(b) Hospitals: one parking space for each three beds, plus one parking space for each staff doctor, plus one parking space for each three employees.

(8) Motels, motor hotels, and hotels: one parking space per hotel room plus two parking spaces for a resident manager or employees. In Pacific Ridge, this is reduced to 0.9 parking spaces per hotel room when no airport shuttle is provided and to 0.75 parking spaces per hotel room when airport shuttle is provided.

(9) Motor vehicle, small engine, and boat repair and services: one parking space for each 600 square feet of gross floor area.

(10) Offices, including professional and business, banks, and related activities: one space per 350 square feet of gross floor area.

(11) Offices not providing customer services on the premises: one space for each 800 square feet of gross floor area.

(12) Personal Services.

(a) C-C zone: one parking space per 300 square feet of gross floor area.

(b) D-C and PR zones: one parking space per 350 square feet of gross floor area.

(c) H-C zone: one parking space per 200 square feet of gross floor area.

(13) Pleasure craft moorage: one parking space for each two moorage stalls.

(14) Public Assembly and Recreation.

(a) Assembly halls, auditoriums, stadiums, sports arenas, and community clubs: one parking space for every three persons based on occupancy load.

(b) Churches: one parking space per five seats in the principal place of assembly for worship, including balconies and choir loft.

Where fixed seats consist of pews or benches, the seating capacity is computed upon not less than 20 lineal inches of pew or bench length per seat. If there are no fixed seats, then one parking space for each 40 square feet of gross floor area in such principal place of assembly or worship shall be provided.

(c) Libraries and museums: one parking space per 250 square feet of gross floor area.

(d) Parks: as determined by the City Council.

(e) Theaters: one parking space for each three seats.

(15) Residences.

(a) Single-family: two parking spaces per dwelling unit.

(b) Duplex and townhouse: two parking spaces per dwelling unit and one parking space for every five dwellings for use as visitor parking. A minimum of one visitor parking space shall be provided.

(c) Multifamily.

(i) Two parking spaces per dwelling.

(ii) One guest parking space shall be provided per each 10 dwellings.

(iii) For one-bedroom dwellings within the PR zone: one and one-half parking spaces per dwelling.

(d) Retirement apartments: One parking space per dwelling unit, except that the plan shall show two parking spaces, spaces not initially installed. The additional parking spaces plus required landscaping shall be installed at such time that the structure is not used for retirement apartment purposes.

(e) Rooming and lodging houses: one space per occupant.

(f) Children's institutions, homes for the retired (group homes): one space for each five employees plus one for each four beds.

(g) Mixed Use.

(i) Except as provided below, two parking spaces per dwelling.

(ii) For one-bedroom dwellings within the PR zone: one and one-half parking spaces per dwelling.

(iii) On-site parking for nonresidential areas shall be provided based upon the ratio specified by this section.

(h) Accessory living quarters: one parking space.

(16) Restaurants, including drive-in restaurants, night clubs, taverns, and lounges: one parking space for each 125 square feet of gross floor area, except that none shall be required for establishments under 2,000 square feet located in the D-C and PR zones.

(17) Retail, Other.

(a) C-C zone: one parking space per 300 square feet of gross floor area.

(b) D-C and PR zones: one parking space per 350 square feet of gross floor area.

(c) H-C zone: one parking space per 250 square feet of gross floor area, except there are a minimum of six spaces.

(18) Uses Not Specified. The parking requirements for a use not provided for in this section is determined in the manner set forth in DMMC 18.05.110, and such determination is based upon the requirements for the most comparable use specified in this section.

(19) Fractional Spaces. When units of measurement determining the number of required parking spaces result in requirements of a fractional space, a fraction one-half or more shall require one parking space.

(20) Maximum Number of Off-Street Spaces. Within the Pacific Ridge area, the number of off-street spaces provided shall not exceed 150 percent of the minimum number of spaces specified by this section.

Sec. 312. 18.210.100. Compact car allowance.

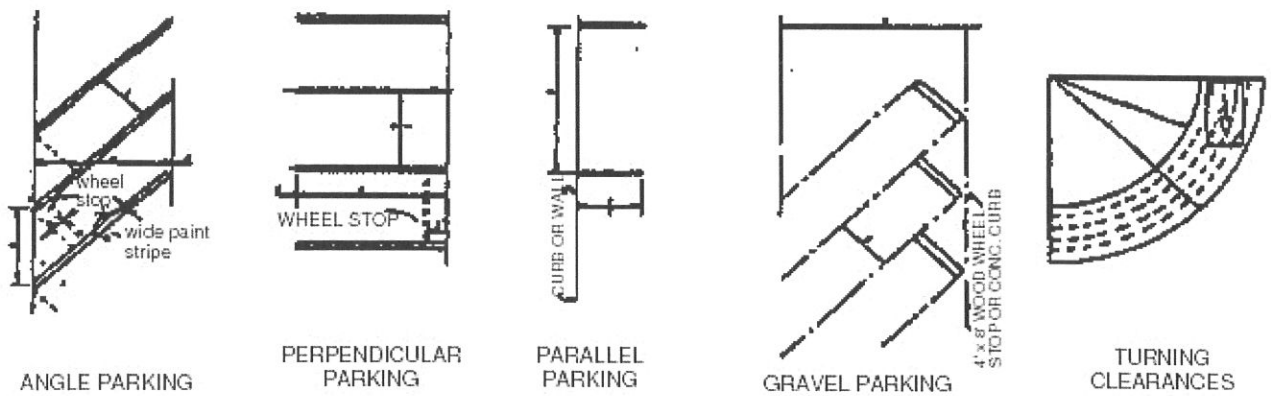
(1) A maximum of 50 percent of the total required off-street parking stalls may be permitted and designated for compact cars.

(2) Each compact stall shall be designated as such.

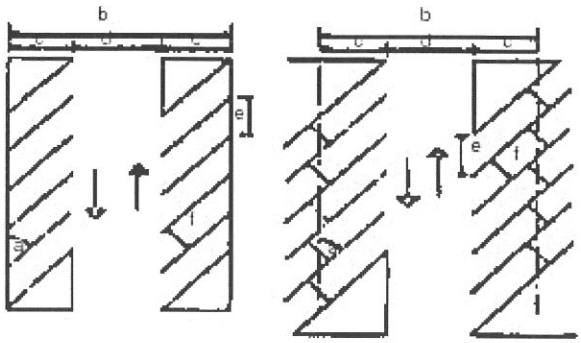
(3) Dimensions of compact parking stall shall be eight feet by 16 feet, 128 square feet, as depicted in the table on the following page.

(4) Compact stalls shall be dispersed throughout the parking facility.

Table 1

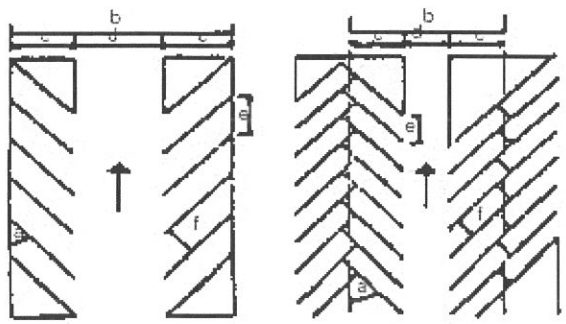


TWO-WAY TRAFFIC



a	b	c	d	e	f	b'	c'
Parking Angle	Parking Section Width	Parking Stall Width	Traffic Aisle Width	Curb Length Per Car	Car Stall Width	Parking Section Width	Parking Stall Width
0°	56'	8'	20'	23'	8'		
—	—	—	—	—	—	—	—
35°	56'	18'	20'	14.8'	8.5'	49'	14.5'
40°	57'	18.5'	20'	13.2'	8.5'	50'	15'
45°	58'	19'	20'	12.0'	8.5'	51'	15.5'
50°	59'	19.5'	20'	11.1'	8.5'	53'	16.5'
55°	60'	20'	20'	10.4'	8.5'	55'	17.5'
60°	60'	20'	20'	9.8'	8.5'	55'	17.5'
65°	60'	20'	20'	9.7'	8.8'	56'	18'
70°	60'	20'	20'	9.6'	9'	57'	18.5'
—	—	—	—	—	—	—	—
90°	64'	20'	24'	9'	9'		

ONE-WAY TRAFFIC



a	b	c	d	e	f	b'	c'
Parking Angle	Parking Section Width	Parking Stall Width	Traffic Aisle Width	Curb Length Per Car	Car Stall Width	Parking Section Width	Parking Stall Width
0°	28'	8'	12'	23'	8'		
—	—	—	—	—	—	—	—
35°	48'	10'	12'	14.8'	8.5'	41'	14.5'
40°	49'	18.5'	12'	13.2'	8.5'	42'	15'
45°	50'	19'	12'	12.0'	8.5'	43'	15.5'
50°	51'	19.5'	12'	11.1'	8.5'	45'	16.5'
55°	53'	20'	13'	10.4'	8.5'	48'	17.5'
60°	55'	20'	15'	9.8'	8.5'	50'	17.5'
65°	57'	20'	17'	9.7'	8.8'	53'	18'
70°	59'	20'	19'	9.6'	9'	56'	18.5'
—	—	—	—	—	—	—	—
—	—	—	—	—	—	—	—

Compact Car Stall Dimensions: minimum 8' x 16', 128 square feet.

Sec. 313. 18.210.110. Off-site parking.

(1) Use Agreement. Off-site parking areas shall be provided through:

(a) Deed, Easement, or Covenant. The term of such legal agreement shall be at least as long as the reasonable life of the premises served thereby. Evidence shall be provided of such covenant, deed, or other agreement prior to parking plan approval. The document shall be filed with the King County director of records and elections, providing that the area used for parking shall not be diverted or converted to any other use as long as the principal building or use to which the parking is accessory continues to exist; or

(b) Ground Lease. The ground lease shall include a legal description of the area being leased, the purpose of the lease and the terms of the lease and signatures of all parties with an interest in the lease. Evidence of the ground lease must be submitted prior to approval of the parking plan. A copy of the ground lease shall accompany the application for a City business license and all subsequent yearly renewals. If the ground lease expires or is not provided then the City shall deny the business license application or yearly renewal. In order to obtain a new business license after a denial the applicant shall demonstrate that sufficient parking is provided based on the parking requirements effective at the time of the new application either on site or off site through a new easement, deed, covenant, or ground lease.

(2) Off-Site Parking Permitted. The City Manager or the City Manager's designee shall have the authority to approve an off-street parking facility; provided, adherence to the following:

(a) Compliance with subsection (1) of this section.

(b) The location of the parking facility off the subject property will conform to the intent and purpose of this chapter, and safe vehicular and pedestrian connections between the parking facility and the principal use exist. Where a distance is specified, such distance shall be the walking

distance measured from the nearest point of the parking facilities to the nearest point of the building that such facility is required to serve.

(i) For single-family, duplex, and medium-density multiple dwellings, parking facilities shall be located on the same lot or building site as the building they are required to serve. For townhouse dwellings, parking shall be located not more than 200 feet from the townhouse dwelling it is required to serve, with connecting permanent pedestrian access;

(ii) For high-density and maximum-density multiple dwellings, the parking facilities shall be located on the same site as the dwellings they are required to serve;

(iii) For churches located in a single-family residential, RA-3,600 or RM-2,400 zone, parking facilities shall be located on site; for churches located in any other zone, parking facilities shall be located not farther than 150 feet and not in a single-family residential zone;

(iv) For hospitals, sanitariums, homes for the aged, children's institutions, homes for the retired, nursing and convalescent homes, dormitories, boarding, rooming, and lodging houses, community clubs, and fraternity, sorority, and group student houses, not more than 400 feet from the building they are required to serve; and

(v) For uses other than those specified, parking facilities shall be located not over 600 feet from the building served.

(c) Any parking facility not on the same lot with the principal use to which it is accessory shall be considered, for bulk regulation purposes, a principal use on the lot on which located.

Sec. 314. 18.210.120. Design requirements. Any off-street parking facility shall be developed in accordance

with the design specifications set forth in DMMC 18.210.130 through 18.210.240.

Sec. 315. 18.210.130. Parking area dimensions. Minimum parking area dimensions for surface and structured parking facilities shall be as provided in Table 1 following DMMC 18.210.180.

Sec. 316. 18.210.140. On-site driveway location. The following requirements shall apply:

(1) Single-Family Dwellings. A driveway serving individual single-family dwellings shall maintain a minimum five-foot setback from an interior lot line, a 20-foot setback from any alley right-of-way parallel to the driveway (except where access to the driveway is from the alley), a 25-foot setback from any street right-of-way parallel to the driveway, and a 45-foot setback from any arterial street right-of-way parallel to the driveway; provided further, however, that with regard to the 45-foot setback from arterial streets the City Manager or City Manager's designee shall be authorized to permit the location of a driveway at a point less than 45 feet but not less than 25 feet from an arterial street where the size of the lot is such that the 45-foot requirement is impractical; and provided further, that no driveway in which parking is permitted may be located under this subsection where in the professional opinion ofCity Manager or City Manager's designee, documented in writing, dangerous traffic conditions may result.

(2) Duplexes. A driveway serving a duplex constructed on a single lot, except in planned unit developments, shall have a maximum width of 24 feet at their intersections with the street; the width of all driveways serving a particular lot shall consist of not more than 40 percent of the lot frontage footage; the driveway shall maintain a 20-foot setback from any alley right-of-way parallel to the driveway (except where access to the driveway is from the alley), a 25-foot setback from any street right-of-way parallel to the driveway, and a 45-foot setback from any arterial right-of-way street parallel to the

driveway; provided further, however, that with regard to the 45-foot setback from arterial streets the City Manager or City Manager's designee shall be authorized to permit the location of the driveway at a point less than 45 feet but not less than 25 feet from an arterial street where the size of the lot is such that the 45-foot requirement is impractical; and provided further, that no driveway in which parking is permitted may be located under this subsection where in the professional opinion of theCity Manager or the City Manager's designee, documented in writing, dangerous traffic conditions may result.

(3) Townhouse Dwellings. A driveway serving one or more townhouse dwellings shall have a maximum width of 24 feet at its intersection with the street, a minimum 20-foot setback from any alley right-of-way parallel to the driveway (except where access to the driveway is from the alley), a 25-foot setback from any street right-of-way parallel to the driveway, and a 45-foot setback from any arterial street right-of-way parallel to the driveway; provided further, however, that with regard to the 45-foot setback from arterial streets the City Manager or City Manager's designee shall be authorized to permit the location of a driveway at a point less than 45 feet but not less than 25 feet from an arterial street where the size of the lot is such that the 45-foot requirement is impractical; and provided further, that no driveway in which parking is permitted may be located under this subsection where in the professional opinion of the City Manager or the City Manager's designee, documented in writing, dangerous traffic conditions may result.

Sec. 317. 18.210.150. Parking area and parking area entrance and exit slopes. In order to encourage the construction of usable, convenient, and safe parking areas, a maximum pavement slope of five percent shall be permitted. A maximum slope of 14 percent shall be permitted for driveways or aisles between separated parking areas. The long dimension of a parking stall shall be generally parallel to ground contours. If existing ground slopes in a proposed parking area exceed 10 percent, the code official may require the submission of a topographic survey showing existing and proposed contours.

Parking lots depressed two or three feet below the level of the street shall be encouraged wherever possible. Plans for adequate drainage shall be approved by thePlanning, Building and Public Works Director.

Sec. 318. 18.210.160. Driveways and maneuverability.

(1) Adequate ingress to and from each parking space shall be provided without moving another vehicle and without backing more than 50 feet, except that vehicles may be parked in a stacked or tandem way upon City approval of a stacked or valet parking plan developed in accordance with section 18.210.160(7) below. All parking spaces shall be so arranged that ingress and egress is possible without backing over a sidewalk or walkway/ bicycle area unless specifically approved by theCity Manager or City Manager's designee.

(2) Turning and maneuvering space shall be located entirely on private property except that the usable portion of an alley may be credited as aisle space subject to approval as to safety by theCity Manager or City Manager's designee.

(3) Backing onto public streets to exit a parking stall shall be prohibited, except in single-family residential and RA zones.

(4) When off-street parking is provided in the rear of a building and a driveway lane alongside the building provides access to the rear parking area, such driveway shall require a minimum width of 12 feet and a sidewalk of at least a three-foot section, adjoining the building, curbed or raised six inches above the driveway surface.

(5) Ingress and egress to any off-street parking lot shall not be located closer than 20 feet from point of tangent to an intersection or crosswalk. They may not be permitted where, in the opinion of theCity Manager or City Manager's designee, dangerous or confusing traffic patterns would result.

(6) Driveway intersections with north-south bearing streets shall be minimized to the extent possible in order to diminish traffic hazards, to conserve space and to promote orderly development generally. Driveways shall be limited to one per building site per street frontage, except the lesser of one driveway for each 150 feet of street frontage or three driveways for two lots having common parking may be permitted upon a finding of the City manager or City Manager's designee that smoother or safer flow of traffic can result without significant disruption of the streetscape.

(7) Stacked or valet parking plan requirements.

(a) Stacking spaces for vehicle parking or for auto rental/sales uses may be allowed; provided, that the area utilized for stacking spaces conforms with the parking lot landscaping requirements of DMMC 18.44.105. Stacking of required off-street parking spaces shall not be allowed for employee or customer parking. Stacking aisle widths shall be a minimum of eight (8) feet, six (6) inches.

(b) Stacking spaces for commercial uses other than vehicle parking or auto rental/sales may be allowed through the use of valet parking, upon approval of a valet parking plan, by the City Manager or City Manager's designee. The area of the lot utilized for stacking spaces shall conform with the parking lot landscaping requirements of DMMC 18.44.105. Stacking aisle widths shall be a minimum of eight (8) feet, six (6) inches. At a minimum, the valet parking plan shall include, but not be limited to:

(i) A site plan showing the location of the valet parking on the property;

(ii) The hours of operations;

(iii) A detailed description of the valet parking system's operation including methods to control noise, glare from impacting adjacent properties, and methods to eliminate any impacts on adjacent or nearby residential neighborhoods;

(iv) The name, address and phone number of the operator of the valet parking.

Valet parking is allowed on or off-site. No valet parking shall be allowed on public rights-of-way.

Sec. 319. 18.210.170. Surface.[2]

(1) The surface of any required off-street parking or loading facility and accessory accessways (driveways) shall be paved with asphalt or concrete to a standard comparable to the standard for the public street providing access thereto and shall be graded and drained as to dispose of all surface water, but shall not drain across sidewalks.

(2) Paved parking areas except in single-family residential zones shall use paint or similar devices to delineate car stalls and direction of traffic.

(3) Pedestrian walks, used for the use of foot traffic only, shall be curbed or raised six inches above the lot surface. All pedestrian walks shall be conspicuously delineated.

(4) Wheel stops shall be required to protect landscaping and to prevent vehicles from striking buildings, overhanging walkways, property lines, or other limits of a parking facility. Wheel stops shall be installed a minimum of two feet from the end of parking stalls, except in single-family residential zones.

Sec. 320. 18.210.180. Lighting. Any lighting on a parking lot shall illuminate only the parking lot, and be designed to avoid undue glare or reflection on adjoining premises, including public streets. Where a common boundary is shared with any residential property, illuminating devices shall be so shaped and directed to play their light away from residential property. Parking lot lighting shall not exceed 14 feet in height.

Sec. 321. 18.210.190. Curb cuts. All parking facilities shall have specific entrance and/or exit areas to a street or alley. Access roads and curb cuts shall be minimized and shall not exceed 24 feet in width for combined ingress/egress points and 12 feet for one-way entrances or exits unless recommended by the public works director to facilitate left turn lanes or otherwise foster safe movement of vehicles and upon a finding that pedestrian safety is not adversely affected.

Sec. 322. 18.210.200. Vehicle circulation between adjoining properties required. Parking lots shall be designed to provide for off-street vehicle circulation to adjoining properties and parking areas where physically feasible.

Sec. 323. 18.210.210. Obstructions. No obstruction which would restrict car door opening shall be permitted within five feet of the centerline of a parking space.

Sec. 324. 18.210.220. Landscaping and screening. Landscaping and screening shall be provided in accordance with chapter 18.195 DMMC.

Sec. 325. 18.210.230 Walkways required. Marked walkways, separated from traffic lanes and vehicle overhangs, shall be provided from parking areas to the entrances of establishments and from parking areas to right-of-way sidewalks/ walkways.

Sec. 326. 18.210.240. Parking for the handicapped. Parking and access for physically handicapped shall be provided in accordance with Section 7503 of the regulations adopted pursuant to chapter 19.27 RCW (State Building Code), chapter 70.92 RCW (Public Buildings - Provision for Aged and Handicapped), and RCW 46.61.581.

Sec. 327. 18.210.250. Parking and storage of recreational, utility, and commercial vehicles in residential neighborhoods.

(1) Exemptions. Vehicles 10,000 pounds gross weight or less and not exceeding 20 feet in length or 7.5 feet in width, with or without a mounted camper unit, which are primarily used by the property owner for transportation purposes are exempt from this subsection.

(2) Recreational and utility vehicles are defined as travel trailers, folding tent trailers, motor homes, truck campers removed from a truck or pickup, horse trailers, boat trailers with or without boats, and utility trailers. Recreational and utility vehicles may be parked in residential areas provided the following conditions are met:

(a) Vehicles shall not intrude into publicly maintained rights-of-way or obstruct sight visibility from adjacent driveways.

(b) Vehicles shall not be parked in the front building setback unless there is no reasonable access to the building side yards or rear yards because of topography or other physical conditions of the site.

(c) Vehicles shall be maintained in a clean, well-kept state which does not detract from the appearance of the surrounding area.

(d) At no time shall parked or stored recreational vehicles be occupied or used as permanent or

temporary dwelling units on the host's premises for more than four (4) weeks except when specifically allowed under DMMC 18.170.070 .

(e) For the purposes of this section, commercial vehicles are defined as any vehicle the principal use of which is the transportation of commodities, merchandise, produce, freight, animals or passengers for hire.

(f) For the purposes of this section, publicly maintained right-of-way is defined as right-of-way currently opened and maintained by City.

(3) Truck Tractors, Trailers, and Large Commercial Vehicles. Parking of commercial vehicles is prohibited in residential areas, except on a temporary and nonregular basis not exceeding twenty-four (24) hours when sight visibility is not obstructed.

Sec. 328. 18.210.260. Required loading areas.

(1) Every department store, freight terminal or railroad yard, hospital or sanitarium, industrial or manufacturing establishment, retail or wholesale store or storage warehouse establishment, or any similar use, which has or is intended to have an aggregate gross floor area of 10,000 square feet or more, shall provide truck loading or unloading berths in accordance with the following table:

Square Feet of Aggregate Gross Floor Area	Required Number of Berths
10,000 up to and including 16,000	1
16,001 up to and including 40,000	2
40,001 up to and including 64,000	3

64,001 up to and including 96,000	4
96,001 up to and including 128,000	5
128,001 up to and including 160,000	6
160,001 up to and including 196,000	7
For each additional 36,000	1 additional

(2) Every auditorium, convention hall, exhibition hall, sports arena, hotel, office building, restaurant, or any similar use, which has or is intended to have an aggregate gross floor area of 40,000 square feet or more, shall provide off-street truck loading or unloading berths in accordance with the following table:

Square Feet of Aggregate Gross Floor Area	**Required Number of Berths**
40,000 up to and including 60,000	1
60,001 up to and including 160,000	2
160,001 up to and including 264,000	3
264,001 up to and including 388,000	4
388,001 up to and including 520,000	5
520,001 up to and including 652,000	6
652,001 up to and including 784,000	7
784,001 up to and including 920,000	8
For each additional	1

140,000 additional

(3) Each loading space shall measure not less than 30 feet by 12 feet, and shall have an unobstructed height of 14 feet 6 inches, shall be made permanently available for such purpose, and shall be surfaced, improved, and maintained as required. Such facilities shall be located so that trucks using the loading space do not interfere with areas reserved for off-street parking nor project into any public right-of-way or off site, or be situated along any street frontage, and shall be adjacent to the building to be served thereby.

(4) Any floor area provided by additions to or structural alterations to a building shall be provided with loading space or spaces as set forth in this chapter whether or not loading spaces have been provided for the original floor space.

Sec. 329. 18.210.270. Code official. The code official is the City Manager or the City Manager's designee or his/her designated representative.

Sec. 330. 18.210.280. Enforcement. Enforcement of the parking requirements contained in this chapter for new construction, alterations to a structure, or change in principal use, shall be in accordance with the enforcement sections of the buildings and construction code (Title 14 DMMC) or the provisions of the DMMC regulating business licenses (chapter 5.04 DMMC), as the case may be. Enforcement of any violation of this chapter shall be pursuant to DMMC 18.01.080 through 18.01.110.

Chapter 18.215
Protection of Historic and Archeological Resources

Sections:

18.215.010 Title.
12.220.020 Application.
18.215.030 Purpose.

18.215.040 Authority.
18.215.050 Designation criteria for historic or archeological property of local significance.
18.215.060 Historic or archeological properties of local significance.
18.215.070 Designation of additional historic or archeological properties of local significance.
18.215.080 Limit on noise impacts to historic or archeological properties of local significance.
18.215.090 Requirement for noise mitigation plan.
18.215.100 Landmarks commission created - Membership and organization.
18.215.110 King County Code chapter 20.62 adopted.
18.215.120 Adoption by reference.
18.215.130 Code conflicts.

Sec. 331. 18.215.010. Title. This chapter shall be entitled "Protection of Historic and Archeological Resources."

Sec. 332. 12.220.020. Application. This chapter shall be applicable to all zones as set forth herein.

Sec. 333. 18.215.030. Purpose. The purpose of this chapter is to preserve and protect historic or archaeological properties of local significance.

Sec. 334. 18.215.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 335. 18.215.050. Designation criteria for historic or archeological property of local significance. A building, site, zone, structure, or object may be designated a City historic or archeological property of local significance if: (1) it is listed or eligible for listing in the State or National Register of Historic Places, or is designated or eligible for designation as a King County Landmark; or (2) the City Council determines it meets any of the following criteria:

(1) It is associated with events that have made a significant contribution to the broad patterns of national, state, or local history;

(2) It is associated with the life of a person that is important in the history of the community, City, state, or nation or who is recognized by local citizens for substantial contribution to the neighborhood or community;

(3) It embodies the distinctive characteristics of a type, period, style, or method of construction;

(4) It is an outstanding or significant work of an architect, builder, designer, or developer who has made a substantial contribution to the art;

(5) It has yielded, or may be likely to yield, information important in prehistory or history;

(6) Because of its location, age or scale, it is an easily identifiable visual feature of a neighborhood, community, or the City and contributes to the distinctive quality or identity of such neighborhood, community or the City, or because of its association with significant historical events or historic themes, association with important or prominent persons in the community or the City, or recognition by local citizens for substantial contribution to the neighborhood or the City.

Sec. 336. 18.215.060. Historic or archeological properties of local significance. The City Council has determined that the properties identified within the document, titled Historic Properties Survey: City of Des Moines, dated April 1995, meet one or more of the criteria set forth in DMMC 18.215.050 and shall be designated as historic or archeological properties of local significance. Additional properties may by designated as historic or archeological properties of local significance by the City Council.

Sec. 337. 18.215.070. Designation of additional historic or archeological properties of local significance.

(1) The City Council is authorized to designate additional sites, zones, buildings, structures, and objects within the City as historic or archeological properties of local significance.

(2) Prior to a property's designation as a historic or archeological property of local significance, an expert in historic preservation shall be retained for evaluation of the subject property. The expert shall have training and demonstrated expertise in architecture, historic preservation, or history. The expert shall evaluate the subject property in relation to the criteria specified in DMMC 18.215.050 and submit a written recommendation regarding the proposed designation to the City Council. The owner of the subject property shall be notified in writing of the evaluation and pending action regarding designation, including procedures for removing the property from consideration.

(3) The City Council shall conduct a public hearing regarding a proposed designation of historic or archeological property of local significance. The City Council shall adopt written findings in conjunction with the designation of a property as a historic or archeological property of local significance.

(4) Property owners who wish to remove their property from the historic properties survey, or from consideration for designation, may do so by submitting a written request to the Planning, Building and Public Works Director who shall remove the property from consideration, or the survey.

Sec. 338. 18.215.080. Limit on noise impacts to historic or archeological properties of local significance. Historic or archeological properties of local significance shall not be subject to adverse land uses that generate exterior noise exposure levels exceeding 55 Ldn dBA, or existing levels as of

April 20, 1995, whichever is greater. A reduction in the exterior noise level (greater than 55 Ldn) that existed as of April 20, 1995 shall become the new maximum exterior noise level.

Sec. 339. 18.215.090. Requirement for noise mitigation plan. When the Planning, Building and Public Works Director determines that a proposed land use may impact a historic or archeological property of local significance by increasing exterior noise levels above the maximum level permitted by this chapter, the land use proponent shall submit a noise mitigation plan to the City for review and approval before required permits are issued to allow the project to proceed.

Sec. 340. 18.215.100. Landmarks Commission created - Membership and organization.

(1) The City of Des Moines hereby designates and empowers the King County Landmarks Commission ("Commission"), established pursuant to King County Code (K.C.C.) chapter 20.62, to act as the Landmarks Commission for City-owned landmarks in the City of Des Moines pursuant to the provisions of this chapter.

(2) A special member of the Commission, as provided for in K.C.C. 20.62.030, shall be appointed by the Mayor and confirmed by a majority of the City Council. Such special member shall be advisory only and shall have no authority to bind the City Council without a prior affirmative vote of a majority of the City Council. Such special member shall be a resident of the City and shall have a demonstrated interest and competence in historic preservation. Such appointment shall be made for a three-year term and the special member shall serve until his or her successor is duly appointed and confirmed. In the event of a vacancy, an appointment shall be made to fill the vacancy in the same manner and with the same qualifications as if at the beginning of the term, and the person appointed to fill the vacancy shall hold the position for the remainder of the unexpired term. Such special member may be reappointed, but

may not serve more than two consecutive, three-year terms. Such special member shall be deemed to have served one full term if such special member resigns at any time after appointment or if such special member serves more than two years of an unexpired term. The special member of the Commission shall serve without compensation.

(3) The Commission shall file its rules and regulations, including procedures consistent with this chapter, with the City Clerk.

Sec. 341. 18.215.110. King County Code chapter 20.62 adopted. For purposes of this chapter, the City adopts King County Code (K.C.C.) chapter 20.62, except as follows:

(1) K.C.C. 20.62.020 - Definitions.

Paragraph I is changed to read: "'Director' is the responsible official who approves building permits for the City."

Paragraph F is changed to read: "'Council' is the Des Moines City Council."

(2) K.C.C. 20.62.040 - Designation Criteria. All references to "King County" are changed to read "City of Des Moines."

(3) K.C.C. 20.62.050 - Nomination Procedure. The following language is added:

No historic resource may proceed through the nomination procedure of King County Code Section 20.62.050 until the Des Moines City Council has approved the historic resource for nomination. A minimum of four Councilmembers must vote in favor before the resource is eligible for the nomination. Said approval by the Council is a condition precedent to any nomination procedure.

(4) K.C.C. 20.62.070 - Designation Procedure. All references to "King County" are changed to read "City of Des Moines."

(5) K.C.C. 20.62.080 - Certificate of Appropriateness Procedure. The last sentence of Paragraph A is deleted.

(6) K.C.C. 20.62.110 - Appeal Procedure. The following language is added:

The decisions of the Commission pertaining to real property within the City of Des Moines may be appealed to and reversed or modified by the Des Moines City Council.

Sec. 342. 18.215.120. Adoption by reference.

(1) Chapter 20.62 of the King County Code (K.C.C.), adopted by reference in DMMC 18.96.070 and by this section, is adopted pursuant to RCW 35A.12.140 as though fully set forth in this chapter, together with any amendments and additions provided in this chapter, and is applicable within the City as presently constituted or as may be subsequently amended.

(2) Not less than one copy of chapter 20.62 K.C.C., as codified, and suitably marked to indicate amendments and additions, is filed in the office of the Des Moines City Clerk and is available for use and examination by the public.

Sec. 343. 18.215.130. Code conflicts. As to City-owned buildings, in case of any conflict between chapter 18.215 DMMC, and DMMC 18.215.100 and 18.215.110 shall govern.

Chapter 18.220
Development Regulations on Land Acquired and Owned by Public Entities

Sections:

18.220.010 Title.
18.220.020 Application.
18.220.030 Purpose.
18.220.040 Authority.
18.220.050 Planning and zoning jurisdiction on lands acquired by public entities.
18.220.060 Limits on use of land acquired and owned by public entities.
18.220.070 Requirements for development on lands acquired and owned by public entities.
18.220.080 Management of streets and street rights-of-way within and adjacent to land acquired by public entities.

Sec. 344. 18.220.010. Title. This chapter shall be entitled "Development Regulations on Land Acquired and Owned by Public Entities."

Sec. 345. 18.220.020. Application. This chapter shall be applicable to all lands acquired and owned by public entities.

Sec. 346. 18.220.030. Purpose. The purpose of this chapter is to define the regulations applicable to land within the City and owned by public entities.

Sec. 347. 18.220.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 348. 18.220.050. Planning and zoning jurisdiction on lands acquired by public entities.

(1) All land within the City acquired and owned by public entities is subject to the zoning and planning jurisdiction of the City.

(2) All land within the City acquired and owned by public entities shall be developed in a manner consistent with planning, zoning, development, health, and safety requirements of the City.

Sec. 349. 18.220.060. Limits on use of land acquired and owned by public entities.

(1) Except to the extent otherwise provided in state law, all land within the City acquired and owned by public entities after April 21, 1995, is designated for use as open space land or for public facilities designed to benefit the City and its residents (e.g., fire station, school building), except for land rezoned through established procedures.

(2) Except to the extent otherwise provided in state law, property within the City acquired and owned by public entities may not be used for new commercial activities, unless the City makes a finding that such land uses are of value to the City and should be permitted. All commercial land uses of property are subject to City land use regulations and are restricted in accordance with the City's land use plans, zoning ordinances and development regulations.

(3) Modification, demolition, and relocation of buildings and structures on land within the City acquired and owned by public entities shall require City approval and permits.

Sec. 350. 18.220.070. Requirements for development on lands acquired and owned by public entities.

(1) Areas within the City acquired and owned by public entities shall perform an environmental survey to investigate soil and site contamination before the City will allow site preparation, construction or demolition activities. All identified soil and site contamination shall be remediated as a condition of site modification.

(2) Any site development activity on land within the City acquired and owned by public entities shall meet City zoning regulations

Sec. 351. 18.220.080. Management of streets and street rights-of-way within and adjacent to land acquired by public entities. The City shall retain full authority over the management, operation, and maintenance of streets and street rights-of-way within the City acquired and owned by public entities.

V. MISCELLANEOUS

Chapter 18.230
Planned Unit Developments

Sections:

18.230.010 Title.18.230.020 Application.
18.230.030 Purpose.
18.230.040 Authority.
18.230.050 Initiation of planned unit development projects.
18.230.060 Procedure for approval of planned unit development projects.
18.230.070 Expiration.
18.230.080 Form of and contents of applications and types of information required.
18.230.090 Permitted location of planned unit development projects.
18.230.100 Required minimum site area.
18.230.110 Uses permitted.
18.230.120 Permissive variations in requirements.
18.230.130 Recreation area required.
18.230.140 Minor adjustments in planned unit development.

Sec. 352. 18.230.010. Title. This section shall be entitled "Miscellaneous." This chapter shall be entitled "Planned Unit Developments."

Sec. 353. 18.230.020. Application. This chapter shall be applicable to all zones as set forth herein.

Sec. 354. 18.230.030. Purpose. Wherein the zoning map establishes only zone boundaries and the text of this Title establishes the permitted use of land in the various zones and the conditions applicable to such use, and wherein all of the provisions, conditions, and requirements set forth in this Title are in general, designed to apply to individual lots and minimum area parcels, a planned unit development, as the term is employed in this Title has the following purposes:

(1) To produce a development which would be as good or better than that resulting from the traditional lot by lot development, by applying to large areas, whether consisting of consolidated lots or unsubdivided property, the same principles and purposes inherent in the required provisions applying to individual lots or minimum area parcels;

(2) To correlate comprehensively the provisions of this Title and other ordinances and codes of the City, to permit developments which will provide a desirable and stable environment in harmony with that of the surrounding area;

(3) To permit flexibility that will encourage a more creative approach in the development of land, and will result in a more efficient, aesthetic, and desirable use of open area, while at the same time, maintaining substantially the same population density and area coverage permitted in the zone in which the project is located;

(4) To permit flexibility in design, placement of buildings, use of open spaces, circulation facilities, off-street parking areas, and to best utilize the potentials of sites characterized by special features of geography, topography, size, or shape.

Sec. 355. 18.230.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 356. 18.230.050. Initiation of planned unit development projects. Planned unit development projects may be initiated by:

(1) The owner of all the property involved, if under one ownership; or

(2) An application filed jointly by all owners having Title to all of the property in the area proposed for the planned development project, if there is more than one owner; or

(3) A governmental agency.

Sec. 357. 18.230.060. Procedure for approval of planned unit development projects.

(1) Applications for planned unit developments shall be processed in accordance with review procedures for subdivisions as specified in chapter 17.10 DMMC (Subdivisions).

(2) The planned unit development resulting from the application of the provisions of this section shall be made a part of the zoning map, identified thereon by appropriate reference to the detailed planned unit development map and explanatory text (if any) either by number or by symbol and constitute a limitation on the use and design of the site.

Sec. 358. 18.230.070. Expiration. Upon the abandonment of a particular project authorized under this chapter or upon the expiration of three years from the final approval of a planned unit development which has not by then been completed (or commenced with an extension of time for completion granted), the authorization shall expire and the land and the structures thereon may be used only for a lawful purpose permissible within the zone in which the planned unit development is located.

Sec. 359. 18.230.080. Form of and contents of applications and types of information required.

(1) The Planning, Building and Public Works Department shall prescribe the form on which applications are made for planned unit development projects. It may prepare and provide blanks for such purpose and prescribe the type of information to be provided in the application by the applicant.

No application shall be determined to be complete unless it complies with the requirements.

(2) Application for planned unit development approval shall contain the information specified in DMMC 17.40.050 (Application materials - Short subdivisions, preliminary subdivisions, binding site plans, plat alterations, and plat vacations) and DMMC 17.40.060 (Application materials - Public notice).

(3) An accompanying explanatory text shall provide a written statement of the general purposes of the project and an explanation of all features pertaining to uses and other pertinent matters not readily identifiable in map form. The adoption of the text specifying the particular nonresidential uses permitted to locate on the site, if any, shall constitute a limitation to those specific uses.

Sec. 360. 18.230.090. Permitted location of planned unit development projects.

(1) Residential planned unit development projects may locate only in single-family residential, RA, and multifamily residential zones when processed and authorized as provided in this chapter.

(2) Planned unit developments for other than residential uses may locate only in zones first permitting the heaviest use locating on the premises.

(3) The major internal street serving the planned unit development project in an RA or more intensive zone shall be functionally connected to a local/access street or higher-capacity roadway as defined by the City of Des Moines Comprehensive Plan.

Sec. 361. 18.230.100. Required minimum site area. A planned unit development project shall contain an area of not less than five times the minimum lot area per dwelling unit of the underlying zone.

Sec. 362. 18.230.110. Uses permitted. In a planned unit development only the following uses are permitted:

(1) In a residential planned unit development:

(a) Residential units, either detached or in multiple dwellings;

(b) Accessory incidental retail and other nonresidential uses may be specifically and selectively authorized as to exact type and size to be integrated into the project by design, accessory retail uses to serve only as a convenience to the inhabitants of the project;

(c) Recreational facilities including but not limited to, tennis courts, swimming pools, and playgrounds;

(d) Schools, libraries, and community halls;

(2) In planned unit developments for other than residential uses, uses shall be limited to those permitted by the zone in which the use is located.

Sec. 363. 18.230.120. Permissive variations in requirements. In considering a proposed planned unit development project the approval thereof may involve modifications in the regulations, requirements, and standards of the zone in which the project is located so as to appropriately apply such regulations, requirements, and standards to the larger site. In modifying such regulations, requirements, and standards as they may apply to a planned unit development project, the following limitations shall apply:

(1) Placement of Buildings. The required yards, on-site landscaping, and open spaces and the height of the buildings involved shall dictate the location of buildings and structures within the planned unit development;

(2) Yards. Unless alternative yard areas are authorized with approval of a planned unit development, the requirements for front yards for the underlying zone shall apply to all perimeter lines of the site. In no circumstance shall yards as measured from perimeter lot lines of the planned unit development be less than 10 feet from the front and five feet from the side and rear lot lines;

(3) Open Spaces. The distance between buildings containing dwelling units shall be not less than that required for the underlying zone. Any accessory building shall observe a distance from a building containing a dwelling unit as set forth in the underlying zone;

(4) Height of Buildings. In a planned unit development no building or structure shall exceed the height which is allowed by this Title in the underlying zone for the particular type building or structure;

(5) Number of Dwelling Units. The number of dwelling units permitted in any residential zone shall be determined by dividing the net development area by the minimum lot area per dwelling unit required by the underlying zone. Net development area shall be determined by subtracting the area set aside for churches, schools, or commercial use from the total development area;

(6) Permitted Site Coverage. The permitted percentage of coverage by buildings and structures for the net development area as determined in subsection (5) of this section shall not exceed the percentage of coverage permitted in the underlying zone;

(7) Permitted Floor Area. The maximum permitted floor area for all buildings shall not exceed the floor area permitted in the zone first permitting the use authorized;

(8) Off-Street Parking. The total required off-street parking facilities shall be not less than the sum of the required parking facilities for the various uses computed separately. All provisions of chapter 18.210 DMMC (Loading Areas and Off-Street Parking) shall be adhered to.

Sec. 364. 18.230.130. Recreation area required.

(1) Within a planned unit development in a single-family residential or RA zone, park land shall be provided as specified by DMMC 17.35.180 (Parks).

(2) Within a planned unit development in a multifamily residential zone, on-site recreation area shall be provided as specified in chapter 18.155 DMMC (Multifamily Recreation Areas).

Sec. 365. 18.230.140. Minor adjustments in planned unit development. In issuing building permits in connection with the construction of a planned unit development, the building department may make minor adjustments involving the location or dimensions of buildings; provided, such adjustments shall not increase the total amount of floor space authorized in the planned unit development, or the number of dwelling units, nor decrease the amount of parking or loading facilities, nor permit buildings to locate closer to any boundary line, nor change any points of ingress and egress to the site.

Chapter 18.235
Design Review

Sections:

18.235.010 Title.
18.235.020 Application.
18.235.030 Purpose.

18.235.040 Authority.
18.235.050 Definitions.
18.235.060 Delegation of design review authority, consultants, expedited matters.
18.235.070 Procedure.
18.235.080 Pre-application meeting.
18.235.090 Application materials.
18.235.100 Criteria.
18.235.110 Decision.
18.235.120 Appeals.

Sec. 366. 18.235.010 Title. This chapter shall be entitled "Design Review."

Sec. 367. 18.235.020 Application.

(1) Except as provided below, no building permit shall be issued by the City for any regulated improvement except upon prior approval of the Planning, Building and Public Works Department and no significant changes, as defined in Section 301 of the Uniform Building Code, shall be made in or to an architectural feature of any regulated improvement without the prior approval of the Planning, Building and Public Works Department. Deviation from a plan approved by the Planning, Building and Public Works Department shall be permitted only after the filing and approval of an amended plan.

(2) The following development projects or changes shall be exempt from design review:

(a) Re-striping and other minor changes to parking lots that do not result in changes to landscaping, a reconfiguration of the lot or the creation of five or more new parking spaces.

(b) Fences that do not require a separate development permit.

(c) Underground utilities are not included as development subject to design review.

(d) Right-of-way improvements not associated with development subject to design review.

(e) Landscaping alterations shall not be subject to design review.

(f) Storm water facilities located within street rights-of-way or regional storm water facilities shall not be subject to design review.

(g) Expansion or remodeling work of any building which is equal to or less than five percent of the building's existing floor area, or overall size in cases where the overall floor area is not applicable due to replacement remodeling where significant changes to the building are made without changing the floor area.

(h) Any improvement to multifamily, commercial or institutional structures not open to exterior view.

(3) The Planning, Building and Public Works Department may require a bond to the City in an amount reasonable to secure the installation of landscaping, screens, exterior lighting, walkways, and other similar site improvements.

Sec. 368. 18.235.030. Purpose. These regulations are adopted for the following purposes:

(1) To promote the public health, safety, and general welfare of the citizens of the City;

(2) To recognize that land use regulations aimed at the orderliness of community growth, the protection and enhancement of property values, the minimization of discordant and unsightly surroundings, the avoidance of inappropriateness and poor quality of design and other environmental and aesthetic

objectives provide not only for the health, safety, and general welfare of the citizens, but also for their comfort and prosperity and the beauty and balance of the community, and as such, are the proper and necessary concerns of local government;

(3) To protect, preserve, and enhance the social, cultural, economic, environmental, aesthetic, and natural values that have established the desirable quality and unique character of Des Moines;

(4) To promote and enhance construction and maintenance practices that will tend to promote visual quality throughout Des Moines;

(5) To recognize environmental and aesthetic design as an integral part of the planning process; and

(6) To implement adopted land use policies and regulations, including the Des Moines Comprehensive Plan, Marina District Design Guidelines, Pacific Ridge Neighborhood Improvement Plan, and Pacific Ridge Design Guidelines.

Sec. 369. 18.235.040. Authority. This chapter is adopted pursuant to the provisions of chapters 35.63, 35A.63 and 36.70A RCW and other applicable laws.

Sec. 370. 18.235.050. Definitions.

(1) Use of Words and Phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Architectural feature" means the exterior architectural treatment and general arrangement of the portions of an improvement and site that are open to external view, including, but not limited to, the kind, color, and texture of building materials, types of windows and doors, attached or detached signs, landscaping, screens, parking lots, exterior

lighting, walkways, and other fixtures appurtenant to such portions.

(3) "Capital improvement" means an improvement visible to the public, done by the City upon property owned by or under control of the City.

(4) "Improvement" means a building, structure, or other improvement to real property. It shall include, but not be limited to, street improvements, street furniture, park developments, private and public schools, commercial and business developments, public utility and governmental buildings and structures, religious institutions, hotels, motels, apartment houses and other multiple-family dwellings, certain single-family dwelling units, hospitals, rest homes and other similar developments, and commercial and non-commercial recreational areas. It shall not include underground wires, pipes, or other similar underground utility installations.

(5) "Regulated improvements" means an improvement upon any property within the City, other than one single-family dwelling unit, structure, or building, and uses accessory thereto; except multiple building permit applications by the same applicant or one standing in privity to the applicant for the construction of a series of single-family dwellings in the same subdivision or short subdivision are considered regulated improvements.

(6) "Street furniture" means improvements located in streets or rights-of-way and parking lots or other similar open spaces on a site, including, but not limited to, light standards, utility poles, newspaper stands, bus shelters, planters, traffic signs, traffic signals, benches, guard rails, rockeries, retaining walls, mailboxes, litter containers, and fire hydrants.

Sec. 371. 18.235.060. Delegation of design review authority, consultants, expedited matters. The City Manager or the City Manager's designee shall have responsibility for all design review decisions, but may delegate such authority to subordinates who are qualified in the fields of planning, engineering, building, landscaping, and the like. The City Manager or the City Manager's designee is further authorized to employ consultants if, in his discretion, the scope, size, or nature of the project requires services beyond the capabilities of City staff. In the event such consultants are employed, the building permit fee may be increased to include the cost of consulting services. In the event the City Manager or the City Manager's designee finds that the application presents special problems relative to planning or zoning, he may decline to take action and refer the application to the City Council as an expedited matter.

Sec. 372. 18.235.070. Procedure. The City Manager or the City Manager's designee may adopt by executive order procedural rules for the efficient implementation of this chapter. The Planning, Building and Public Works Department shall complete its review and make its decision and/or recommendations within 40 days after the final plans and elevations have been submitted, and failure to do so shall be considered approval. Decisions shall be based on the criteria found in DMMC 18.235.100.

Sec. 373. 18.235.080. Pre-application meeting.

(1) In order to facilitate application review and approval, the Planning, Building and Public Works Director may require a pre-application meeting as outlined by DMMC 18.20.100.

(2) In addition to the purposes outlined by DMMC 18.20.100, the design review pre-application has the following purposes:

(a) Identify applicable design review approval procedures, decisional criteria and guidelines; and

(b) Discuss information provided by the applicant and to recommend modifications or to identify additional information that may be needed.

(3) The design review pre-application meeting shall not constitute acceptance, approval, conditional approval, denial, public notice, or any other land use decision.

Sec. 374. 18.235.090. Application materials. Unless waived by the Planning, Building and Public Works Director, the following application materials and other applicable materials as may be required shall be submitted for any proposed design review approval.

(1) A site plan showing the location of proposed and existing buildings, parking, exterior lighting, signs and landscaping;

(2) Colored elevations of exterior building facades indicating the proposed building materials, finish colors, fenestration patterns, rooflines, etc.;

(3) Detailed drawings of architectural features, signage, trim, etc.;

(4) Photos clearly showing the facades of adjacent development, general streetscape character and territorial and other views from the site, if any;

(5) A perspective drawing of the building envelope allowed by applicable setback, lot coverage, and building height regulations;

(6) A summary of the objectives of the proposed construction or development, including a summary of proposed land uses;

(7) The final conceptual drawings, elevations, floor plans, and landscaping plan for the building site;

(8) Samples of proposed building materials and colors;

(9) A written description of how the proposed development satisfies applicable design guidelines.

Sec. 375. 18.235.100. Criteria. Decisions to approve, conditionally approve, or deny a design review application shall be based on the following criteria:

(1) Relationship to Building Site.

(a) The site should be planned to accomplish the desirable transition with the streetscape, provide for adequate planting, and to facilitate pedestrian movement.

(b) Parking and service areas shall be located, designed, and screened from public view.

(c) The height and scale of each building should be compatible with its site and adjoining buildings.

(2) Relationship of Building and Site to Adjoining Area.

(a) Buildings and structures should be made compatible with adjacent buildings of conflicting architectural styles by such means as screens, sight breaks, and materials.

(b) Harmony in texture, lines, and masses should be encouraged.

(c) Attractive landscape transition to adjoining properties should be provided.

(3) Landscape and Site Treatment.

(a) Where existing topographic patterns contribute to beauty and utility of a development, they should be preserved and developed.

(b) Grades of walks, parking spaces, terraces, other paved areas, and large expanse of walls should provide an inviting and stable appearance.

(c) Landscape treatment should enhance architectural features, strengthen vistas and important axes, and provide shade.

(d) In locations where plants will be susceptible to injury by pedestrian or motor traffic, they should be protected by appropriate curbs, tree guards, or other devices.

(e) Where building sites limit planting, the placement of trees or shrubs in parkways or paved areas is encouraged.

(f) Screening of service yards and other places which tend to be unsightly should be accomplished by use of walls, fencing, planting, or combinations of these. Screening should be effective in winter and summer.

(g) In areas where general planting will not prosper, other materials such as fences, walls, and pavings of wood, brick, stone, gravel, etc., should be used.

(h) Exterior lighting, when used, should enhance the building design and the adjoining landscape. Lighting standards and fixtures should be of a design and size compatible with the building and adjacent areas. Lighting should be shielded and restrained in design. Excessive brightness and brilliant colors should be avoided.

(4) Building Design.

(a) Evaluation of a project shall be based on the quality of its design and relationship to the natural setting of its surroundings.

(b) Building components, such as windows, doors, eaves, and parapets, should be proportionate and relative to each other.

(c) Colors should be harmonious, with bright or brilliant colors used only for accent.

(d) Design attention should be given to mechanical equipment or other utility hardware on roofs, grounds, or buildings to screen them from view.

(e) Exterior lighting, when used, shall be part of the architectural concept. Fixtures, standards, and all exposed accessories should be harmonious with the building design.

(f) Monotony of design in single or multiple building projects should be avoided. Variety of detail, form, and siting should be used to provide visual interest. In multiple building projects, variable siting of individual buildings may be used to prevent a monotonous appearance.

(5) Signs.

(a) Signs shall conform to the ordinances of the City relative to signs.

(b) Signs should be part of the architectural concept. Size, materials, color, lettering, location, number, and arrangements should be harmonious with the building design.

(c) The number and size of signs should be minimized to avoid visual clutter.

(d) Colors shall be used harmoniously and with restraint. Excessive brightness and brilliant colors shall be avoided. Lighting should be harmonious with the design. If external spot or flood lighting is used, it should be arranged so that light source is shielded from view.

(6) Miscellaneous Structures and Street Furniture.

(a) Miscellaneous structures and street furniture located on private property, public ways, and other public property should be designed to be part of the architectural concept of the design and landscape. Materials should be compatible with buildings. Scale should be appropriate. Colors should be in harmony with buildings and surroundings. Proportions should be to scale.

(b) Lighting in connection with miscellaneous structures and street furniture should meet the criteria applicable to site, landscape, buildings, and signs.

(7) In addition to the criteria above, properties within Pacific Ridge as delineated by the Des Moines Comprehensive Plan shall satisfy the purpose and intent of the Pacific Ridge design guidelines.

(8) In addition to the criteria above, properties within downtown neighborhood, as delineated by the Des Moines Comprehensive Plan, shall satisfy the purpose and intent of the Marina District Design Guidelines.

Sec. 376. 18.235.110. Decision.

(1) The Planning, Building and Public Works Director may approve, conditionally approve, or deny a design review application as provided by chapter 18.20 DMMC and this chapter.

(2) The Planning, Building and Public Works Director shall provide a written report or decision as provided by

chapter 18.20 DMMC. The written report or decision shall include the following information:

(a) The name and address of the applicant;

(b) The location of the proposed development;

(c) A brief description of the proposed development;

(d) The decision to approve, conditionally approve, or deny the design review application;

(e) If the application is conditionally approved or denied, the applicable decision criteria shall be identified;

(f) The date of the report or decision.

Sec. 377. 18.235.120. Appeals. A person or persons aggrieved by an action of the Planning, Building and Public Works Department under this chapter may file an appeal pursuant to chapters 18.20 and 18.240 DMMC with the Hearing Examiner within 14 days of the department decision in accordance with the Hearing Examiner Code. The filing of an appeal shall be considered a Type I appeal and shall suspend the issuance of a building permit until final action is taken on the appeal.

Chapter 18.240
Hearing Examiner

Sections:

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Sec. 378. 18.240.010. Title. This chapter shall be entitled "Hearing Examiner."

Sec. 379. 18.240.020. Application. This chapter shall be applicable to all hearings by and appeals to the Hearing Examiner as set forth in this Code.

Sec. 380. 18.240.030. Purpose. The City Council finds that the present statutory provisions for quasi-

adjudicatory hearings in the City have developed on a piece-meal basis, assigning different types of quasi-adjudicatory hearings to the City Council. The purpose of this chapter is to substitute a Hearing Examiner system authorized by chapter 35A.63 RCW for the board of adjustment, and to grant to the Hearing Examiner final authority in all matters requiring a quasi-adjudicatory hearing heretofore heard by the board of adjustment under the ordinances of the City and the laws of the state.

Sec. 381. 18.240.040. Authority. This chapter is adopted pursuant to the provisions of RCW 35A.63.170.

Sec. 382. 18.240.050. Definitions. For the purposes of this chapter:

"Ex parte communication" means any oral or written communication made by any person, including a City employee or official, pertaining to a matter that is or will be within the jurisdiction of the Hearing Examiner made outside of a public hearing and not included in the public record.

"Party" or "party of record" means any person who has appeared at a hearing of the Hearing Examiner by presenting testimony or making written comment.

Sec. 383. 18.240.060. Establishment of the office of Hearing Examiner. Pursuant to chapter 35A.63 RCW, the office of Hearing Examiner for the City is established. The Hearing Examiner shall interpret, analyze, and review administrative decisions and matters concerning land use regulation as provided in this chapter and other ordinances. The term Hearing Examiner as used in this chapter shall include deputy Examiners, except that provisions related to appointment of the Hearing Examiner and any Deputy Examiner, as set forth in this chapter, shall apply only to that particular office.

Sec. 384. 18.240.070. Appointment - Qualifications - Term and compensation.

(1) The Hearing Examiner is nominated by the City Manager or the City Manager's designee and confirmed by the City Council by majority vote.

(2) The deputy Hearing Examiner is nominated by the City Manager or the City Manager's designee upon recommendation of the Hearing Examiner and likewise confirmed by the City Council. Such deputy or examiner pro tem shall have the power to perform the duties of the Hearing Examiner whenever the Hearing Examiner is absent, has a conflict of interest, or otherwise so requests.

(3) The qualifications for the office of Hearing Examiner are expertise in land use law and planning and the training and experience necessary to conduct administrative or quasi-judicial hearings and issue decisions on administrative and land use planning and regulatory matters.

(4) The Hearing Examiner and deputy Hearing Examiner shall be appointed to their respective offices for a term which shall initially expire one year following the date of original appointment and thereafter expire four years following the date of each reappointment.

(5) The Hearing Examiner shall receive compensation at the rate set in the annual budget ordinance of the City. Deputy Hearing Examiners shall receive compensation pro rata based on the rate set for the Hearing Examiner.

(6) The City Manager or the City Manager's designee is authorized to appoint a temporary Hearing Examiner for the City during such time as the regular position of Hearing Examiner is vacant. Such individual shall carry out the functions of the Hearing Examiner as described in this chapter. The temporary appointment authorized in this section shall not be construed as the initial term of appointment of the Hearing Examiner

contemplated under this chapter. Such temporary appointment shall be for a period of no longer than six months.

Sec. 385. 18.240.080. Hearing Examiner and deputy Hearing Examiner - Removal from office. The Hearing Examiner or deputy Hearing Examiner may be removed from office by majority vote of City Council only upon proof of one of the grounds for termination contained in the City personnel manual. Prior to such removal, the Hearing Examiner, or deputy Hearing Examiner, shall have a right to a pretermination hearing before the City Council in executive session, or, if the individual so requests pursuant to RCW 42.30.110(1)(f), in open council session. At the pretermination hearing, the council shall hear all interested parties, and following such hearing the council shall state its reasons for removal in writing, if that is the case. The provisions of this section shall be inapplicable where the Hearing Examiner serves under the terms of a written contract, in which case the Hearing Examiner may be removed at the expiration of such contract or prior to expiration in accordance with the terms of the contract.

Sec. 386. 18.240.090. Ex parte communications.

(1) No person may communicate ex parte, directly or indirectly, with the Hearing Examiner. The Hearing Examiner may not communicate ex parte, directly or indirectly, with any person, unless the Hearing Examiner makes such communication part of the public record and provides the opportunity to review and comment upon the communicated matter at a public hearing.

(2) This section does not prohibit ex parte communication regarding procedural matters, or preclude communication by the Hearing Examiner made solely for the purpose of conveying information regarding the specifics of an application or communication with City employees requesting additional information or clarification, so long as such communication and any information and clarification received is made part of the record.

(3) The Hearing Examiner is required to disclose all ex parte communications and the circumstances under which they are made and, in the Hearing Examiner's discretion, may abstain from considering the application that is the subject of such communication.

Sec. 387. 18.240.100. Conflict of interest.

(1) The Hearing Examiner may not participate in a hearing or decision with respect to which:

(a) The Hearing Examiner; or

(b) A Hearing Examiner's relative, which term includes any spouse, parent, child, sibling, and in-law; or

(c) Any Hearing Examiner's partner; or

(d) A business as to which the Hearing Examiner:

(i) Is an employee;

(ii) Was an employee within the previous two years;

(iii) Is negotiating or has an arrangement, or understanding with concerning future employment; or

(iv) Has a direct or substantial financial interest, except as provided in this section. "Direct or substantial financial interest" includes a substantial interest in property in proximity to property that is the subject of an application.

(2) Prior to a hearing the Hearing Examiner shall disclose publicly and on the record any actual or potential

interest the Hearing Examiner or any of the persons described in this section has in the outcome of the hearing.

(3) The Hearing Examiner may participate in a hearing and decision in which an interest described in this section exists if, and only if, the Hearing Examiner fully discloses such interest and affirms that such interest will not affect the outcome of the hearing or decision and either:

(a) All persons present or who have submitted written comments to the record prior to the hearing agree in writing, on a form provided by the Hearing Examiner setting forth the interest, to allow the Hearing Examiner to participate; or

(b) A deputy Hearing Examiner is not available to hear and decide the matter.

(4) The exception in subsection (3) of this section is to be used only when reasonably necessary to avoid undue delay or prejudice to a party. There is no exception to the duty to disclose under subsection (2) of this section.

Sec. 388. 18.240.110. Freedom from improper influence. No person, including City officials, elected or appointed, shall attempt to influence an Examiner in any matter pending before him, except at a public hearing duly called for such purpose, or to interfere with an Examiner in the performance of his duties in any other way.

Sec. 389. 18.240.120. Budget - Administrative support. The Hearing Examiner will be provided with such funds and administrative support as are adopted annually by the City Council upon recommendation of the City Manager or the City Manager's designee. The Hearing Examiner will meet annually with the City Manager or the City Manager's designee for this purpose.

Sec. 390. 18.240.130. Rules. The Examiner shall have the power to prescribe rules and regulations concerning procedures for hearings authorized in this chapter, to issue summons for and compel the appearance of witnesses, to administer oaths, and to preserve order. The privilege of cross-examination of witnesses shall be accorded all interested parties or their counsel in accordance with rules of the Examiner.

Sec. 391. 18.240.140. Jurisdiction and powers.[1] The Hearing Examiner exercises all powers and authority, as a first level forum in quasi-adjudicatory matters, formerly exercised by the City Council and board of adjustment subject to the provisions of chapter 35.14 RCW.

Sec. 392. 18.240.150. Duty to conduct hearings - Decisions to be in writing - Time period. The Examiner shall receive and examine available information, conduct public hearings and prepare a record thereof, and enter final decisions, which have the effect of an administrative decision appealable to the City Council. Each decision of a Hearing Examiner shall be in writing and shall include findings and conclusions, based on the record, to support the decision. In land use matters, such findings and conclusions shall also set forth the manner in which the decision would carry out and conform to the City's comprehensive plan and the City's development regulations. Each final decision of a Hearing Examiner shall be rendered within 14 working days following conclusion of all testimony and hearings, unless a longer period is mutually agreed to in writing by the applicant and Hearing Examiner.

Sec. 393. 18.240.160. Matters to be heard by Examiner. Specifically, the Hearing Examiner conducts public hearings (where applicable) and renders final decisions on the following:

(1) Type III land use actions as specified by chapter 18.56 DMMC (Land use review procedures);

(2) Appeals of administrative decisions as further provided in this code; and

(3) Such other matters as the City Council may from time to time refer.

Sec. 394. 18.240.170. Appeal from administrative decisions - Time for filing - Substantial weight requirement - Standard of review - Failure to exhaust administrative remedies. Any person or persons aggrieved by any administrative decision, made under a provision of this code which expressly provides that such administrative decision is subject to review by the Hearing Examiner, may seek review of such decision by the Hearing Examiner by filing with the City Clerk a written notice of appeal of an administrative decision within 10 days of the decision that is being challenged. The City Clerk may reject or dismiss any appeal sought to be filed by a person not given the right to appeal under this code, or any incomplete appeal. An appeal will be considered incomplete if it fails to satisfy the requirements set forth above or if it does not provide at least the following:

(1) Applicable filing fee, a schedule of which is available by contacting the City Clerk;

(2) The appellant's name, address, telephone number and fax line, and other information which would facilitate prompt communications with the appellant;

(3) A copy of the administrative decision that is the subject of the appeal;

(4) A detailed statement identifying specifically the error of fact, law or procedure made by the administrative decision-maker, and the effect(s) of the alleged error(s) on the decision that is the subject of the appeal; and

(5) A statement of the redress sought by the appellant.

The administrative decision appealed shall be given substantial weight by the Hearing Examiner. On any such appeal, the standard of review shall be whether the administrative decision was clearly erroneous based on a review of all evidence, or the administrative decision was arbitrary or capricious. Failure of a party to request review by the Hearing Examiner of an administrative decision shall be a bar to any further judicial review.

Sec. 395. 18.240.180. Decisions - Basis - Conditional. In land use matters, the examiner's decision shall be based on the policies of the comprehensive plan, shoreline master program, Shoreline Management Act, State Environmental Policy Act, the standards set forth in the various land use regulatory codes of the City, or other applicable programs adopted by the City Council. If the Hearing Examiner finds, in reaching his decision based on the above policies and standards, that the land use regulatory code conflicts with any of the local policies or standards, then the Hearing Examiner will base his decision on the code provision in effect at the time and notify the City Council by memorandum directed through the Planning, Building and Public Works Department setting forth the nature of the conflict between policies and regulatory code. The Hearing Examiner may include in a decision any conditions of approval that are necessary to ensure that the proposal (a) complies with all applicable zoning code criteria and comprehensive plan policies, including the Shoreline Management Act and State Environmental Policy Act, and (b) does not present probable significant adverse environmental impacts to surrounding properties or any other affected area. The Hearing Examiner may revoke an approved permit for failure to comply with any such conditions. Such conditions may include, but are not limited to the following:

(1) Exact location and nature of development, including additional building and parking area setbacks, screenings in the form of landscaped berms, landscaping, or fencing;

(2) Impact of the development upon other lands;

(3) Hours of use of operation or type and intensity of activities;

(4) Sequence and scheduling of development;

(5) Maintenance of the development;

(6) Duration of use and subsequent removal of structures;

(7) Granting of easements for utilities or other purposes and dedication of land or other provisions for public facilities, the need for which the examiner finds would be generated in whole or in significant part by the proposed development;

(8) Mitigation of any significant adverse environmental impacts including off-site improvements reasonably related to the project;

(9) Provisions which would bring the proposal into compliance with the Comprehensive Plan policy; and

(10) Posting of performance bonds as required to ensure compliance with any conditions, modifications, and/or restrictions imposed on the proposal.

Sec. 396. 18.240.190. Dismissal of pending matters. The Hearing Examiner may dismiss a pending matter, with or without prejudice, pursuant to a request by the applicant to withdraw the application, or for failure of the applicant to attend all required hearings or provide all requested information.

Sec. 397. 18.240.200. Presentation of evidence.

(1) Except for hearings on appeals of administrative decisions, any person may testify. In hearings on appeals from administrative decisions, testimony shall be limited to witnesses designated by the administrator whose decision is being appealed, witnesses designated by the appellant, and witnesses designated by any person granted the right of intervention by the Hearing Examiner.

(2) All reasonably probative (material and relevant) evidence will be permitted. The judicial rules of evidence shall not be strictly applied. The Hearing Examiner may accord such weight to the evidence as is deemed appropriate.

(3) The Hearing Examiner may take official notice of judicially cognizable facts and of general, technical, and scientific facts within the Hearing Examiner's specialized knowledge, in accordance with the rules of procedure and so long as any such noticed facts are included in the record and findings.

(4) The Hearing Examiner has the authority to call witnesses and request written evidence in order to obtain the information necessary to make a decision. The Hearing Examiner may request written comment from and the appearance of the designated representative of any City department that has an interest in or may affect an application for a proposed use.

(5) The Hearing Examiner may require that testimony be given under oath or affirmation.

(6) The Hearing Examiner may allow the cross-examination of witnesses.

(7) The Hearing Examiner may impose reasonable limitations on the number of witnesses to be heard and the nature and length of their testimony to avoid repetitious testimony, expedite the hearing, or avoid continuation of the

hearing. This subsection is not intended to preclude or exclude from the record any relevant testimony or evidence.

(8) No testimony or oral statement regarding the substance or merits of an application is allowable after the close of the public hearing. No documentary material submitted after the close of the hearing will be considered by the Hearing Examiner unless additional time to submit such material has been granted and all parties are given an opportunity to review the material and file rebuttal material or argument.

Sec. 398. 18.240.210. Rehearing.

(1) The Hearing Examiner may continue or reopen a hearing to take additional testimony, to receive additional evidence, or for any other cause that is reasonable or appropriate; provided, the order continuing or reopening the hearing is entered prior to the issuance of the decision in the case.

(2) If the Hearing Examiner decides, prior to the close of the hearing, to continue the hearing and then and there specifies the date, time, and place of the subsequent hearing, no further notice is required. If a decision is made to reopen a hearing after the conclusion of the hearing, all parties who originally had notice must be given at least 15 days' notice of the date, time, place, and nature of the subsequent hearing, and the notice shall be published as provided in this chapter.

(3) A hearing before the Hearing Examiner shall constitute the hearing of the City Council. No new testimony shall be taken or new evidence accepted by the City Council; provided, however, the City Council may remand a matter to the Hearing Examiner, pursuant to the Hearing Examiner code.

Sec. 399. 18.240.220. Record of hearing - Content.

(1) The Hearing Examiner shall establish and maintain a record of all proceedings and hearings conducted including a

sound recording which shall be accurately transcribed as necessary.

(2) The record of a hearing conducted by the Hearing Examiner shall include, but is not limited to, the following contents:

(a) The written application or appeal;

(b) The names and addresses of all participants;

(c) The Planning, Building and Public Works Department's written report;

(d) All evidence received or considered by the Hearing Examiner;

(e) The decision or recommendation of the Hearing Examiner;

(f) Tape recordings of all proceedings; and

(g) Records of notice given of the hearing.

Sec. 400. 18.240.230. Decision - Content and distribution.

(1) The decision of the Hearing Examiner shall include at least the following content:

(a) A description of the proposed use or action;

(b) The location of the property;

(c) A statement regarding the status of SEPA review of the proposed actions;

(d) The date, time, and place of the hearing(s);

(e) A list of persons who testified or a summary of such list;

(f) A list of exhibits, or a summary of such list;

(g) A statement identifying the ordinance or criteria governing the application;

(h) Findings of fact and conclusions relating the proposed use to the ordinance and other criteria governing the application; and

(i) The decision denying or approving the application and any conditions, if applicable.

(2) The Hearing Examiner shall issue a written decision within 14 days of the date of closing of the hearing, unless the applicant agrees in writing to a longer time.

(3) A copy of the decision shall be mailed or otherwise made available to:

(a) The applicant;

(b) The Planning, Building and Public Works Department and all other City departments affected by or interested in the decision;

(c) In the case of an administrative appeal, the appellant and the administrative department head; and

(d) Except in cases of appeal of an administrative decision, all other persons who request that they receive a notice of the decision.

Sec. 401. 18.240.240. Decision - Reconsideration.

(1) The applicant, an opponent of record, or a City department may petition the Hearing Examiner in writing to reconsider a decision. Such petition must be filed within 10 days of the date of the written decision.

(2) The Hearing Examiner, within seven days of the date the petition is filed, shall determine whether to deny the petition, issue a new decision, or reopen the hearing as provided in this chapter. The Hearing Examiner may summarily dismiss a petition for reconsideration that is without merit or brought primarily to secure a delay.

(3) The Hearing Examiner may reconsider a decision if it is found that:

(a) An error of fact, law, or procedure that is more likely than not to affect the outcome of the decision has been made; or

(b) The petitioner is seeking to enter previously unavailable information that is more likely than not to affect the outcome of the decision.

(4) The filing of a petition for reconsideration shall modify the time for filing an appeal of a decision of the Hearing Examiner as follows:

(a) If the petition for reconsideration is denied, the time from the date the petition is filed to the date the written denial is issued shall not be counted in the 10 days given to file an appeal by DMMC 18.240.250 (Appeals from decision of Hearing Examiner).

(b) If the petition is approved, and upon reconsideration the original decision is unchanged, the time from the date the petition is filed to the date the written decision following the reconsideration is issued shall not be

counted in the 10 days given to file an appeal by the Hearing Examiner Code.

(c) If the petition for reconsideration is approved and upon reconsideration the original decision is changed, the appeal period provided in DMMC 18.240.250 (Appeals from decision of Hearing Examiner) starts from the date of the written decision of the reconsideration.

Sec. 402. 18.240.250. Appeals from decision of Hearing Examiner.

(1) The applicant, a party of record, or a city department may appeal to the city council any decision of the Hearing Examiner that does not involve a proposed land use action by filing with the City Clerk a written notice of appeal within 10 calendar days of the date of the written decision of the Hearing Examiner.

(2) The City Clerk may reject or dismiss any appeal sought to be filed by a person not given the right of appeal by this section, or any incomplete appeal. An appeal will be considered incomplete if it fails to follow the criteria set forth in this chapter regarding content or timing of appeal.

(3) A party of record may appeal to the Superior Court of Washington for King County any Hearing Examiner decision in response to a proposed Type I, II, or III land use action by filing a land use petition as specified by chapter 36.70C RCW.

Sec. 403. 18.240.260. Content of appeal. An appeal shall not contain any new facts or evidence. An appeal shall contain all of the following:

(1) The file number of the decision being appealed;

(2) The name and address of the appellant;

(3) A detailed statement identifying specifically the error of fact, law, or procedure, and the effect of the alleged error on the decision;

(4) A statement of the redress sought by the appellant;

(5) Filing fee as established by the City Manager or the City Manager's designee. A schedule of applicable fees is available by contacting the City Clerk.

Sec. 404. 18.240.270. Timing of appeal.

(1) Within two days of receiving a timely and complete request for appeal, the City Clerk shall forward the appeal to the Hearing Examiner. Within 28 days of receiving the appeal, the Hearing Examiner shall cause a verbatim transcription of the hearing to be prepared and forward a copy of the appeal with the remaining record of the hearing to the City Council with a request that a date for consideration be set. Copies of the record, to the extent practicable, are sent to the appellant and the applicant if different than the appellant.

(2) At the next regular meeting of the City Council following receipt of the record from the Hearing Examiner, the Council will schedule the appeal for consideration so that the appeal will be considered within 60 days from the filing of the record with the Council. The City Clerk shall give notice of the date, time, and place of the Council's consideration of the appeal to all parties of record.

Sec. 405. 18.240.280. Reference to board of adjustment. All references to the board of adjustment in previously enacted ordinances and resolutions of the City shall hereafter mean the Hearing Examiner.

Chapter 18.245
Mobile Home Park Regulation Code

Sections:

18.245.010 Title.
18.245.020 Application.
18.245.030 Purpose.
18.255.040 Authority.
18.245.050 Definitions.
18.245.060 General requirements.
18.245.070 Business license required.
18.245.080 Density requirements.
18.245.090 Development standards - Compliance.
18.245.100 Development standards - Lots.
18.245.110 Development standards - Lot coverage.
18.245.120 Development standards - Setbacks.
18.245.130 Development standards - Parking spaces.
18.245.140 Development standards - Streets and access.
18.245.150 Development standards - Building heights.
18.245.160 Development standards - Landscaping - Recreation space.
18.245.170 Development standards - Drainage.
18.245.180 Development standards - Sewers.
18.245.190 Development standards - Utilities.
18.245.200 Development standards - Lighting.
18.245.210 Development standards - Recreation areas.
18.245.220 Development standards - Screening.
18.245.230 Development standards - Solid waste and recycling.
18.245.240 Development standards - Skirting.
18.245.250 Adoption of mobile home regulations by reference.
18.245.260 Smoke detectors.
18.245.270 Furnace controls - Power switch.
18.245.280 Tie downs.
18.245.290 Site plan required - Preexisting parks.
18.245.300 Preexisting mobile home parks.
18.245.310 Administration.
18.245.320 Inspections.
18.245.330 Mobile/manufactured home installation.

18.245.340 Permits for accessory structures.
18.245.350 Park administration.
18.245.360 Snow design load requirements.
18.245.370 Maximum age of structure.

Sec. 406. 18.245.010 Title. This chapter shall be entitled "Mobile Home Park Regulation Code."

Sec. 407. 18.245.020. Application. This chapter shall apply to Mobile Home Parks.

Sec. 408. 18.245.030. Purpose.

(1) The City finds that properly planned and operated mobile home parks:

(a) Promote the safety and health of the residents of such parks and of other nearby neighborhoods; and

(b) Encourage economical and orderly development of such parks and other nearby neighborhoods.

(2) It is, therefore, declared to be the policy of the City to eliminate and prevent health and safety hazards and to promote the economical and orderly development and utilization of land by providing for planning and operating mobile home parks and by providing for the standards and regulations necessary to accomplish these purposes.

Sec. 409. 18.245.040. Authority. This chapter is adopted pursuant to the provisions of chapter 59.20 RCW, RCW 35A.21.312 and other applicable laws.

Sec. 410. 18.245.050. Definitions - Use of Words. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

"Factory-built housing" means any structure designed primarily for human occupancy which is either entirely or substantially prefabricated or assembled at a place other than a building site, meets the requirements of the International Building Code, and bears the insignia of the Washington State Department of Labor and Industries. Factory-built housing may also be called industrialized, modular, sectional, or sectionalized construction.

"Mobile/manufactured home" means a factory-assembled structure or structures designed for human occupancy and equipped with the necessary service connections and constructed so as to be readily movable as a unit or units upon running gear. The support system of a mobile home shall be constructed so that the mobile home may be placed thereon and may be moved from time to time at the convenience of the owner. Mobile homes must bear the insignia of the State Department of Labor and Industries. The terms "mobile home" and "manufactured home" are considered to be interchangeable in the context of this chapter. A commercial coach, recreational vehicle, or motor home is not a mobile/manufactured home.

"Mobile home park" means an approved residential development as shown in the records of the Planning, Building and Public Works Department, and designed and approved in accordance with either the subdivision or the planned unit development regulations of the City, together with certain service/utility buildings and uses providing for the enjoyment and benefit of the residents of the mobile home park in which individual spaces are provided for the placement of a mobile home for dwelling unit purposes. Lots for mobile homes may be either rented or purchased.

"Leasable" space means that area within the mobile home park designated on an approved site plan as lots for locating mobile home units with full utility hook-ups.

"Recreational vehicle" means a vehicular type unit primarily designed as temporary living quarters for

recreational, camping, or travel use with or without motive power of such size and weight as not to require a special highway movement permit and certified as approved as such by the State Department of Labor and Industries. "Recreational vehicles" shall include but are not limited to campers, motor homes, travel trailers, and camping trailers.

"Recreational vehicle storage area" means a surfaced area enclosed by appropriate fencing provided for the storage of recreational vehicles. All recreational vehicle storage within the mobile home park shall occur in this designated area.

"Service building" means a building for the purpose of housing mobile home park community facilities.

"Utility building" means an accessory structure intended for the storage of typical outdoor equipment incidental to the occupants of the mobile home, i.e., lawn mower, lawn chairs, barbecue, etc. Utility buildings are limited to one per mobile home lot.

Sec. 411. 18.245.060. General requirements.

(1) Mobile homes are a permitted use in mobile home parks. Mobile home parks shall be developed in accordance with the requirements of either Title 17 DMMC or chapter 18.230 DMMC together with the requirements of this chapter.

(2) Recreational vehicles shall only be occupied for residential purposes as is set forth in RCW 35A.21.312. No recreational vehicle shall be occupied for commercial purposes anywhere in the City except in the case of temporary uses as authorized by the City Manager or the City Manager's designee; provided, that under no circumstances shall a recreational vehicle be occupied for such commercial purpose for more than 30 days.

(3) Mobile/manufactured homes shall be used for residential purposes only, except for home occupations as defined in Title 18 DMMC.

(4) No space shall be rented or sold for any purpose within a mobile/manufactured home park except for a permanent residence.

(5) No person, company, or corporation shall establish a new mobile/manufactured home park, or enlarge the size of or increase the allowed density of an existing mobile/manufactured home park, without first complying with the provisions of this chapter.

(6) Where there is a conflict between the requirements of either Title 17 DMMC, chapter 18.230 DMMC, and this chapter, the most stringent provisions shall control.

(7) The provisions of this chapter shall not apply to factory-built housing.

Sec. 412. 18.245.070. Business license required. All persons who rent or sell lots in a mobile home park for mobile homes and/or who sell mobile homes therein shall possess a valid business license from the City. In addition to meeting all requirements of chapter 5.04 DMMC, relating to business licenses, the mobile home park shall be inspected by the Seattle-King County department of public health prior to issuance of a business license by the City Clerk. The applicant shall remedy all unsanitary conditions found by the health department. Failure to remedy such conditions shall be grounds for denial or revocation of the business license by the City Manager or the City Manager's designee. All mobile home parks shall be inspected by the Planning, Building and Public Works Department annually for compliance to this chapter. Failure to remedy corrections in a timely manner shall be grounds for denial or revocation of the business license by the City Manager or the City Manager's designee.

Sec. 413. 18.245.080. Density requirements.

(1) Mobile home parks shall be not less than three acres in size. The maximum site area of a mobile/manufactured home park, or combination of adjacent parks, shall be 10 acres. Parks shall be considered to be "adjacent" to one another unless they are separated by an unrelated land use, and not merely by a public or private street, easement, or buffer strip.

(2) The number of mobile homes in the mobile home park shall not exceed the allowable number of dwelling units in the zone district in which the mobile home park is located.

Sec. 414. 18.245.090. Development standards - Compliance. In addition to the requirements of either Title 17 DMMC or chapter 18.52 DMMC, mobile home parks shall comply with the following development standards and requirements.

Sec. 415. 18.245.100. Development standards - Lots.

(1) Every mobile home lot shall be at least 2,400 square feet with a 40-foot frontage.

(2) Each mobile home lot shall be identified with an individual site number, each number a minimum of four inches tall in a logical numerical sequence, subject to approval by the Building Official, displayed in an international manner throughout the mobile home park and readily identified from the roadways within the park. In addition, these numbers must be shown on the official site plan for the mobile home park. Site numbers shall not be mounted on the mobile homes.

(3) Every mobile home lot shall have a pad hard-surfaced with concrete or asphaltic concrete of minimum thickness of four inches. It shall be of a size not less than that of the mobile home to be parked on the lot.

Sec. 416. 18.245.110. Development standards - Lot coverage. All impervious surfaces, including but not limited to mobile homes, service/utility buildings, carports, patios, driveways, and streets, shall not exceed 50 percent of the lot area.

Sec. 417. 18.245.120. Development standards - Setbacks.

(1) Minimum front yard setbacks for all structures shall be 10 feet.

(2) Minimum rear yard setbacks for all structures shall be 15 feet.

(3) Minimum side yard setbacks for all structures shall be 10 feet.

(4) Corner lots shall observe a minimum 15-foot setback from all streets and alleys.

(5) The minimum clearance between mobile homes shall not be less than 10 feet.

(6) The clearance between mobile homes and any service/utility building(s) situated on the same lot shall not be less than required by the International Building Code.

(7) Eaves may project up to a maximum of 18 inches into any required setback area.

Sec. 418. 18.245.130. Development standards - Parking spaces.

(1) A minimum of two off-street parking spaces per mobile home shall be provided on the lot on which the mobile home is located.

(2) In addition to occupant parking, guest and service parking shall be provided within the boundaries of the park at a ratio of one parking space for each two mobile/manufactured lots, and shall be distributed for convenient access to all lots and may be provided by a separate parking area. Clubhouse and community building parking facilities may account for up to 50 percent of this requirement.

(3) Setbacks for mobile/manufactured home units shall not be calculated for purposes of meeting the minimum parking requirements. All off-street parking spaces shall conform to the dimensional requirements contained in chapter 18.210 DMMC.

(4) Vehicles over 8,500 pounds gross license weight and recreational vehicles shall not be parked or stored on the individual lots or on any street. A separate storage area shall be provided with appropriate fencing and visual screening as determined by the Planning, Building and Public Works Department.

Sec. 419. 18.245.140. Development standards - Streets and access.

(1) Access to and from the mobile home park shall be from a minor arterial or collector street. Access to mobile home lots shall be from interior streets only. No individual access to any mobile home lot shall be from streets adjacent to the exterior of the mobile home park.

(2) All streets shall be constructed to City standards contained in chapter 12.28 DMMC.

(3) Pedestrian sidewalks shall be of concrete pavement a minimum of five feet wide on both sides of all streets.

(4) Driveways providing entrance to or exit from to the mobile home park shall be no closer than 150 feet from an intersection, measured from the existing or proposed right-of-way, whichever is the greater.

(5) All streets and access roads so designated either in the subdivision or PUD review process shall be completed prior to occupancy of any mobile home.

(6) All fire lanes shall be clearly marked and no parking shall be allowed in these areas.

Sec. 420. 18.245.150 Development standards - Building heights. The maximum building height shall be 25 feet.

Sec. 421. 18.245.160. Development standards - Landscaping - Recreation space.

(1) At least 15 percent of the gross area within the mobile home park shall be set aside as active recreation space. The 15-foot buffer area required by subsection (2) of this section shall not be counted towards meeting the 15 percent requirement.

(2) A 15-foot minimum buffer area around the perimeter of the mobile home park is required. The buffer area shall contain perimeter screening of dense evergreen plantings, a minimum of five feet in height when installed, which will grow to a minimum of eight feet in height within five years.

(3) The developer shall furnish to the City a performance bond or other suitable security in a form approved by the City attorney and in an amount approved by the Planning, Building and Public Works Department to ensure installation of the landscaping prior to any construction in the mobile home park.

Sec. 422. 18.245.170. Development standards - Drainage. Drainage and runoff plans shall be approved by the Planning, Building and Public Works Director.

Sec. 423. 18.245.180. Development standards - Sewers. Each mobile home shall be connected to sanitary sewers. A valid side sewer permit shall be obtained prior to any connection to any sewers.

Sec. 424. 18.245.190. Development standards - Utilities. Every mobile home shall be permanently connected to electric power, water supply, sewage disposal, gas, cable television, and telephone service lines in compliance with applicable municipal codes. All utilities shall be placed underground in accordance with the provisions of chapter 12.25 DMMC.

Sec. 425. 18.245.200. Development standards - Lighting. Artificial lighting shall be provided sufficient to illuminate walks, driveways, and parking areas to ensure the safe movement of pedestrians and vehicles at night. Artificial lighting shall be high pressure sodium lamps or equivalent. These exterior lights shall be such as will turn on and off automatically with dawn and dusk. Lighting shall be directed away from adjacent properties.

Sec. 426. 18.245.210. Development standards - Recreation areas. Playground facilities or play areas shall be conveniently situated, containing a minimum of five percent of the total gross area of the park and shall be restricted to such use. Such an area shall further be placed within the mobile home park so as to be properly protected from streets, highways, roadways, and parking areas. Such playground space may be provided in one or more locations within the mobile home park.

Sec. 427. 18.245.220. Development standards - Screening.

(1) An ornamental wall, fence, or screen planting acceptable to the Planning, Building and Public Works Department not less than six feet and not more than 10 feet in height shall be erected and maintained along the side and rear boundaries of a mobile home park. Where, in the opinion of the Planning,

Building and Public Works Department, it is unreasonable to require a wall or fence due to the nature of the existing topography or other existing conditions that might render such a wall or fence ineffective, the department, at its discretion, may waive or modify the requirements as specified in this section.

(2) All outdoor storage in and around mobile homes shall be screened as prescribed in DMMC 18.195.060 except that a five-foot-deep landscape area shall not be required. All screening shall be approved by the Planning, Building and Public Works Department.

Sec. 428. 18.245.230. Development standards - Solid waste and recycling.

(1) The storage, collection, and disposal of solid waste in the mobile home park shall be conducted so as to prevent health hazards, rodent harborage, insect breeding areas, accidents, fire hazards, and air pollution. It shall be the responsibility of the mobile home park owner to ensure safe and sanitary storage, collection and disposal of refuse as required in DMMC 7.04.090.

(2) Community-type containers will be required and shall be located not more than 150 feet from any mobile home lot.

(3) These collection areas shall be screened according to the provisions of chapter 18.41 DMMC.

(4) Recycling facilities shall be provided as determined by the Planning, Building and Public Works Department.

Sec. 429. 18.245.240. Development standards - Skirting. Skirtings are required and shall be constructed of like material to the mobile/manufactured home material. Every mobile home skirt shall be provided with a door or easily removed portion thereof through which an inspector may gain access to the crawl space under the unit.

Sec. 430. 18.245.250. Adoption of mobile home regulations by reference. Chapter 296-150B WAC (Standards for Mobile Homes, Commercial Coaches, and Recreational Vehicles), as presently constituted or as may be subsequently amended, is adopted and shall be applicable within the City.

Sec. 431. 18.245.260. Smoke detectors. Smoke detectors, of a type approved by the Building Official, shall be installed in all newly set mobile homes.

Sec. 432. 18.245.270. Furnace controls - Power switch. All furnace controls and power switches shall be placed on the exterior of the furnace enclosure.

Sec. 433. 18.245.280. Tie downs. All mobile homes shall be equipped with tie downs of a type that has been approved by the Building Official.

Sec. 434. 18.245.290. Site plan required - Preexisting parks. The owners of mobile home parks existing before July 1, 1992, shall provide the City with a site plan, prepared by a professional surveyor or engineer and/or in a form acceptable to the Planning, Building and Public Works Department, showing the number of mobile homes presently on the site, their location, and the dimensions of all lots and the location and size of all roads, sewers, water lines, all other utilities and other structures on the property. The site plan shall be submitted in conjunction with the application for renewal of a business license as required by this Title.

Sec. 435. 18.245.300. Preexisting mobile home parks.

(1) All mobile home parks existing before July 1, 1992, and which were in compliance with existing City or county codes at the time of their establishment, shall be legal, nonconforming uses and are entitled to the number of mobile homes which was permitted by the applicable ordinance in effect at the time the mobile home park was established, the number and configuration of individual spaces which are provided for placement of a mobile home for dwelling unit purposes existing on July 1, 1992, and the privilege of locating in such spaces mobile homes of a size suitable to the dimensions of the individual spaces and subject to the setback requirements which were in place at the time the mobile home was placed;

(2) The owner of the mobile home park shall provide the City Planning, Building, and Public Works Department by January 31, 2004, a plan or schematic of the mobile home park drawn to scale, showing the location and dimension of each space for the placement of mobile homes;

(3) All other provisions of this mobile home park regulation code shall be applicable; and

(4) No increase in density and no increase in the number of mobile homes are allowed unless all of the provisions of this chapter are met.

Sec. 436. 18.245.310. Administration. The Planning, Building, and Public Works Director or his/her designee shall enforce the terms of this chapter according to the provisions of this chapter.

Sec. 437. 18.245.320. Inspections.

(1) No person may occupy or allow or suffer another person to occupy a mobile/manufactured home before the same has been inspected and approved by the State Department of Labor and

Industries, and the installation has been approved by the Building Official.

(2) The installer/owner shall request an inspection after all aspects of the installation, other than installation of the skirting, have been completed. If the inspection is not completed within 10 business days, the tenant or owner may occupy the mobile/manufactured home at his or her own risk. Occupancy before inspection does not imply City approval.

Sec. 438. 18.245.330. Mobile/manufactured home installation. No person may install a mobile home unless that person owns the mobile home, is a licensed mobile home dealer, or is a contractor registered under chapter 18.26 RCW, as presently constituted or as may be subsequently amended.

Sec. 439. 18.245.340. Permits for accessory structures. Building permits shall be required pursuant to this chapter for all accessory structures on a mobile/manufactured home lot, including but not limited to awnings, porches, steps, decks, storage sheds, and carports.

Sec. 440. 18.245.350. Park administration.

(1) The owner(s) of a mobile/manufactured home park shall be responsible for the development and maintenance of the park in strict conformity with this chapter, the building site plan, and all other applicable laws and ordinances.

(2) A mobile/manufactured home park shall have internal rules and regulations governing, at a minimum, the following:

(a) A requirement that all tenants comply with state inspection codes at the time a mobile/manufactured home is installed or modified.

(b) A requirement that all tenants comply with zoning code restrictions relating to the use of their mobile/manufactured home and lot.

(c) A requirement that all landscaping, buffer areas, recreational areas and facilities, storage areas, streets, walkways, and other common areas and facilities be continuously maintained to at least the minimum standard required by the City and approved by the enforcing agency at the time of initial occupancy.

(3) A mobile/manufactured home park shall have a resident manager who shall be the agent of the owner with authority to communicate directly with City officials regarding compliance with codes and requirements and who shall be responsible for the enforcement of park rules and regulations.

Sec. 441. 18.245.360. Snow design load requirements. All newly placed or moved mobile/manufactured homes are required to meet the local snow design load of 25 pounds per square foot.

Sec. 442. 18.245.370. Maximum age of structure. All new placed or moved mobile/manufactured homes are required to comply with the age provisions set forth in RCW 35A.21.312.

Chapter 18.250
State-Licensed Marijuana Producers, Processors, and Retailers

Sections:

18.250.010 Title
18.250.020 Application
18.250.030 Purpose
18.250.040 Authority
18.250.050 Definitions
18.250.060 Recreational marijuana regulations for producers and processors
18.250.070 Recreational marijuana regulations for retailers

13.250.080 Location of a state-licensed marijuana producers, processor or retailer

Sec. 443. 18.250.010. Title. This chapter applies to state-licensed marijuana producers, processors, and retailers.

Sec. 444. 18.250.020. Application. This chapter applies to state-licensed marijuana producers, processors, and retailers.

Sec. 445. 18.250.030. Purpose. The purpose of this chapter is to provide regulations and zoning standards for producers, processors, and retailers of recreational marijuana licensed by the State of Washington, pursuant to chapter 69.50 RCW and rules adopted by the WSLCB.

Sec. 446. 18.250.040. Authority. This Title is adopted pursuant to chapter 69.50 RCW and other applicable Washington laws.

Sec. 447. 18.250.050. Definitions. The definitions provided in RCW 69.50.101 and WAC 314-55-010 are adopted by reference.

Sec. 448. 18.250.060. Recreational marijuana regulations for producers and processors. State-licensed marijuana producers and marijuana processors may locate in the City of Des Moines pursuant to the following restrictions:

(1) Marijuana producers and marijuana processors must comply with all requirements of chapter 69.50 RCW, chapter 314-55 WAC, and other applicable Washington laws.

(2) Persons may conduct business within the City of Des Moines as a state-licensed marijuana producer and/or marijuana processor if located within the Business Park (B-P) Zone located north of South 216th Street and south of South 208th Street, and within the Highway Commercial (H-C) and Community Commercial (C-

C) Zones generally located along Pacific Highway South south of Kent-Des Moines Road.

(3) Marijuana producers and processors shall not locate on a site or in a building in which non-conforming production or processing uses have been established in any location or zone other than those referenced in subsection 2 above.

(4) Marijuana producers and processors shall not operate as an accessory to a primary use or as a home occupation.

Sec. 449. 18.250.070. Recreational marijuana regulations for retailers. State-licensed marijuana retailers may locate in the City of Des Moines pursuant to the following restrictions:

(1) Marijuana retailers must comply with all requirements of chapter 69.50 RCW, chapter 314-55 WAC, and other applicable Washington laws.

(2) Persons may conduct business within the City of Des Moines as a state-licensed marijuana retailer if located within the Highway Commercial (H-C) and Community Commercial (C-C) Zones generally located along Pacific Highway South south of Kent-Des Moines Road.

(3) Marijuana retailers shall not locate in a building in which non-conforming retail uses have been established in any location or Zone other than those referenced in subsection 2 above.

(4) Marijuana retailers shall not operate as an accessory to a primary use or as a home occupation.

Sec. 450. 18.250.080. Location of a state-licensed marijuana producer, processor or retailer. The location of a state-licensed marijuana producer, processor, and retailer shall be as established in WAC 314-55-050 and as required under

this chapter. The owner or operator of the state-licensed marijuana producer, processor, and retailer shall have the responsibility to demonstrate that the state-licensed marijuana producer, processor, and retailer meets the location requirements of WAC 314-55-050.

Sec. 451. Savings clause. Title 18 DMMC, which is repealed and replaced by this Ordinance, shall remain in force and effect until the effective date of this Ordinance.

Sec. 452. Repealer. Title 18 DMMC as presently constituted and codified is hereby repealed in its entirety along with all underlying ordinances.

Sec. 453. Severability - Construction.

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

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

Sec. 454. Effective date. This Ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 201__ and signed in authentication thereof this ____ day of _____, 201__.

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

Attachment #2

KOEGEN EDWARDS LLP
ATTORNEYS AT LAW

MEMORANDUM

Attorney-Client Privileged Communication

TO: Pat Bosmans, City Attorney

FROM: Michael F. Connelly

DATE: November 21, 2013

RE: Proposed Amendments to Sections IV and V of Title 18

SECTION IV

General Amendments

Section IV of Title 18 contains a number of specific chapters that were previously located within existing Title 18. They are collected under the proposed heading "General Conditions Applicable to All Zones."

Specifically, proposed chapter 18.185 Noise Levels is existing chapter 18.38; proposed chapter 18.190 Height, Yards, Area and Open Spaces – General Provisions is existing chapter 18.40; proposed chapter 18.195 Landscaping and Screening is existing chapter 18.41; proposed chapter 18.200 Signs, is existing chapter 18.42; proposed chapter 18.205 Electrical Vehicle Infrastructure is existing chapter 18.43; proposed chapter 18.210 Loading Areas and Off-Street Parking is existing chapter 18.44; proposed chapter 18.215 Protection of Historic and Archeological Resources is existing chapter 19.96; and proposed chapter 18.220 Development Regulations on Land Acquired and Owned by Public Entities is existing chapter 18.98.

All chapters were modified to include the initial sections consistent with the rest of the development code, i.e. Title, Application, Purpose and Authority.

Other substantive changes were to link appeals and enforcement to chapter 18.20 Land Use Review Procedures and section 18.01.080-110 Enforcement.

Specific Chapter Amendments

Proposed section 18.185.030 was rewritten to identify the purpose of the chapter. The definition of residential neighborhood was removed.

The definitions contained in existing chapter 18.42 signs, (proposed chapter 18.200) were left in that chapter for ease of reference.

Existing section 18.42.130 Applicability was removed as being redundant (see proposed section 18.200.020).

Existing section 18.42.340 was amended to include a reference to proposed section 18.01.080 Enforcement (see proposed section 18.200.320).

You may want to remove or extend the language set forth in existing section 18.44.040(d) (proposed section 18.210.070(d)) which states: "(d) this provision is only valid until December 31, 2013."

Much of existing section 18.44.097 appeared to be deleted from some versions of your code. The additional language I found appears as underlined (see proposed section 18.210.140).

Section 18.44.140 was modified to include a reference to the enforcement language in proposed section 18.01.080-110 (see proposed section 18.210.280).

SECTION V

General Amendments

Section V of Title 18 contains four chapters under the heading of "Miscellaneous." Proposed chapter 18.230 Planned Unit Developments is existing chapter 18.52; proposed chapter 18.235 Design Review is existing chapter 18.58; proposed chapter 18.240 Hearing Examiner is existing chapter 18.94; and proposed chapter 18.245 Mobile Home Park Regulation Code is existing chapter 14.32.

All chapters were modified to include the initial sections consistent with the rest of the Development Code, i.e. Title, Application, Purpose and Authority.

Other substantive changes were to link appeals and enforcement to chapter 18.20 Land Use Review Procedures and section 18.01.080-110 Enforcement.

Specific Chapter Amendments

Existing Section 18.58.100 was amended to reference proposed chapters 18.20 and 18.240 (see proposed section 18.235.120).

Existing section 18.58.110 was removed as being redundant of proposed sections 18.01.080-110.

Existing chapter 18.94 was amended to remove a number of provisions regarding project review that were inserted into proposed chapter 18.20. Those sections include sections 18.94.120, 130, 150-240, and 290-330.

Existing section 14.32.040 (now proposed section 18.245.060) was amended to delete the word "only" in paragraph (1) and include the words "for such commercial purposes for" in paragraph (2) when referencing a 30-day limitation, to be consistent with the provisions of RCW 35A.21.312.

Old Business Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Adoption of Year 2014 Budget

ATTACHMENTS:

1. Draft Ordinance No. 13-255
2. Appendix A
3. General & Street Funds 2014 Preliminary Budget Balancing Strategies
4. Impacts of Freezing Associate Transportation Engineer Position
5. Impacts of Freezing GIS/Computer Analyst Position
6. Police Department Initiatives

FOR AGENDA OF: December 5, 2013

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 27, 2013

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

Purpose and Recommendation

Adoption of the Year 2014 Budget.

Suggested Motion:

"I move to enact Draft Ordinance No. 13-255 adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2014."

Background

The budget has been discussed over the last several months. The 2014 budget is summarized in Appendix A.

The General and Street Funds Balancing Strategies include all changes recommended by the City Manager as of November 27, 2013.

Recommendation

It is recommended that the City Council adopt Draft Ordinance No. 13-255.

Attachment #1

CITY ATTORNEY'S FIRST DRAFT 11/14/2013

DRAFT ORDINANCE NO. 13-255

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2014, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2013, as such revenues and expenditures form the basis for development of the budget for fiscal year 2014, approving revenues and expenditures for fiscal year 2014, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2013 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted a preliminary budget for the fiscal year ending December 31, 2014 to the City Council and has filed this budget with the Finance Director, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2014 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2014 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2013, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2013 are necessary and in the public's interest, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled a public hearing for November 14, 2013, to take public comment with respect to the proposed 2014 budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held on the 14th day of November, 2013, and all persons wishing to be heard were heard; now therefore,

ATTACHMENT 1

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

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

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2011 budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2013, which are incorporated in the preliminary budget for fiscal year 2014, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's budget for fiscal year 2014 relies upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2013, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's budget for fiscal year 2013 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached budget for fiscal year 2014.

Sec. 6. The final budget for the City of Des Moines' fiscal year 2014 is hereby adopted and approved in summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein.

Sec 7. Severability - Construction.

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

ATTACHMENT 1

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

Sec 8. Effective date. This ordinance shall take effect and be in full force (5) five days after its passage, approval and publication in accordance with law.

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

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

ATTACHMENT 1

DRAFT ORDINANCE NO. 13-255
APPENDIX A 2014 BUDGET
Per CM Recommendations Recap

FINAL		Expenditure	Ending Fund Balance	Total	Revenue	Beginning Fund Balance	Total
ANNUAL APPROPRIATION FUNDS:							
001	General Fund	18,058,629	1,940,532	**19,999,161**	18,543,022	1,456,139	**19,999,161**
101	Street Fund	1,203,515	198,900	**1,402,415**	1,046,892	355,523	**1,402,415**
107	Police Drug Seizure Fund	15,000	4,776	**19,776**	15,008	4,768	**19,776**
111	Hotel/Motel Tax Fund	17,813	9,843	**27,656**	18,758	8,898	**27,656**
211	1995 GO Bond - Police Facility	-	235	**235**	1	234	**235**
212	LID Fund	3,569	-	**3,569**	3,569	-	**3,569**
219	2008 GO & Ref Bond - Transportation Capital Imprv	314,523	18,173	**332,696**	311,748	20,948	**332,696**
220	Miscellaneous Debt Service Fund	86,528	2	**86,530**	86,528	2	**86,530**
401	Marina Revenue Fund	4,280,625	953,483	**5,234,108**	4,111,811	1,122,297	**5,234,108**
403	Marina Repair and Replacement Fund	770,000	245,367	**1,015,367**	750,425	264,942	**1,015,367**
450	Surface Water Operations Fund	2,938,851	914,168	**3,853,019**	2,699,933	1,153,086	**3,853,019**
500	Equip Rental Operations Fund	525,803	186,111	**711,914**	548,990	162,924	**711,914**
501	Equip Rental Replacement Fund	394,212	1,688,397	**2,082,609**	659,078	1,423,531	**2,082,609**
506	Facility Repair and Replacement Fund	52,500	92,038	**144,538**	75,968	68,570	**144,538**
510	Computer Equipment Operations Fund	417,772	62,529	**480,301**	363,633	116,668	**480,301**
511	Computer Equipment Capital Fund	200,888	269,496	**470,384**	130,256	340,128	**470,384**
520	Self-Insurance Fund	590,978	61,274	**652,252**	569,597	82,655	**652,252**
530	Unemployment Insurance Fund	70,000	218,513	**288,513**	56,771	231,742	**288,513**
	SUB-TOTAL	29,941,206	6,863,837	**36,805,043**	29,991,988	6,813,055	**36,805,043**
CONTINUING APPROPRIATION FUNDS (MEMO ONLY):							
109	Transportation Impact Fee Fund	292,641	9,727	**302,368**	293,141	9,227	**302,368**
310	Municipal Capital Improvements Fund	1,947,684	278,164	**2,225,848**	1,751,178	474,670	**2,225,848**
319	Transportation Capital Improvement Fund, 2008B	13,512,358	496,235	**14,008,593**	9,777,792	4,230,801	**14,008,593**
406	Marina Depreciation & Improvement Fund, 2008A	634,036	24,206	**658,242**	515,036	143,206	**658,242**
451	Surface Water Capital Fund	1,097,700	578,322	**1,676,022**	564,455	1,111,567	**1,676,022**
	SUB-TOTAL	**17,484,419**	**1,386,654**	**18,871,073**	**12,901,602**	**5,969,471**	**18,871,073**
	TOTAL APPROPRIATION	**47,425,625**	**8,250,491**	**55,676,116**	**42,893,590**	**12,782,526**	**55,676,116**

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Attachment #2

Attachment #3

City of Des Moines
Potential 2014 Budget Balancing Strategies
Updated as of 11/27/13

Budget Balancing Strategies:	Amount Available	City Mgr Recomm	Budget Gap	
Budget Gap			**$ (1,198,167)**	
75% One-time Sales and B & O Taxes	$ 582,232	$ 582,232		
25% One-time Sales and B & O Taxes	194,078	194,078		
Defer ~~100%~~ 54.5% Equipment Replacement Assessments	836,054	455,662		
Defer 20% Equipment Maintenance Assessments	57,934	57,934		
Defer ~~100%~~ 50% Computer Eqp Replacement Assessments	120,523	60,262		
Reduce COLA & Benefits Impacts	188,695	64,438		
Reduce 31% Medical Premium Rate Increase to Zero/AWC Savings	365,102	104,079		
Dental & Vision AWC Savings	52,319	52,319		New
Life Insurance & LTD AWC Savings	18,271	18,271		New
Life Insurance & LTD Addl Savings/Cigna	6,349	6,349		New
Freeze 2 Vacant Policer Officer Positions	236,564	236,564		
Freeze 2 Vacant Policer Officer Positions	240,172	240,172		
Freeze Vacant Bldg Inspector/Plans Examiner/Fund Midyr or Add External Svcs	100,760	50,380		
Eliminate Assistant City Manager Position	182,288	-		
Eliminate Economic Development Manager	145,339	-		
Freeze Associate Transportation Engineer	143,017			
Total	**$ 3,469,697**	**$ 2,122,740**	**$ 924,573**	
New Revenues/Adjustments:				
Decrease Marina Administrative transfer to the General Fund to $550,000	(94,100)	(94,100)		
Increase Court Revenues	3,200	3,200		
Decrease Woodmont & Midway ASE Revenues	(135,200)	(135,200)		
Increase Trans Benefit District Transfer to Street Fund	35,000	35,000		
Decrease Trans Engr CIP Reimbursement for Assoc Trans Engineer Direct	(71,500)			
Decrease Trans Engr CIP Reimbursement for Assoc Trans Engineer Indirect	(31,070)			
Revise Revenue Estimate for Trans Engr CIP Reimbursement from Finance Estimat	(32,500)	(32,500)		
Increase in Property Taxes (King County Revisions)	1,528	1,528		
Total	**(324,642)**	**(222,072)**	**702,501**	
New Expenditure Requests/Adjustments:				
Decrease funding for Human Services	(1,550)	(1,550)		
Increase Automated Speed Enforcement Equipment Charges for CPI	6,000	6,000		
Decrease transfer-out of ASE Net Revenues to Trans CIP Fund	(58,340)	(58,340)		
Add Community Transformation Grant Expenditures	35,760	35,760		
Decrease Equipment Mtc Assess	(5,650)	(5,650)		
Transfer to MCI for 25% One-time Sales and B & O Taxes	194,078	194,078		New
Planning, Building, Public Works				
GIS Computer Analyst (Fund 30% Gen Fd, 30% Street Fd, 40% SWM)	67,745	67,745		
Professional consulting services (Grant F.)	50,000	50,000		
Senior Mtc Worker - Parks Operations	104,485	104,485		
Police-Admin				
Outside consultant to conduct promotional testing process for rank of sgt	15,000	15,000		
Purchase additional 2 patrol vehicles/finance through State LOCAL Program	165,000	22,912		
Parks & Rec				
Increase Rec Specialist FTE from 0.76 to 1.0	34,628	-		
Personnel				
HR Manager	115,635	-		
BCC Fees	(62,640)	(62,640)		
Non-Departmental				
Addl Fire Investigations Cost	6,931	6,931		New
Total	**667,082**	**374,731**	**327,769**	
Expenditure Cuts:				
Total	**-**		**327,769**	
Reconcile to Recap:				
			327,769	

Attachment #4

Impacts of Freezing
Associate Transportation Engineer

- Delivery of the proposed 2014 – 2019 Transportation CIP would be impossible

- Provides a *potential* General Fund Savings of only $40,447 – At Best
  - $143,017 in reduced expenditures
  - $71,500 in Direct CIP revenue earned
  - $31,070 in Indirect CIP revenue earned – minimum
    - Work load allocation
    - Other reductions for admin staff

- Will continue management of 24th Ave. S. (208th – 216th Street) as the priority project

- At a minimum, work on the following CIP projects will cease if this position is frozen:
  - Saltwater Park Bridge Seismic Retrofit
    - Return $3M Grant
    - Repay any previously billed work
  - SR 509 – Return $380K design Grant
  - S. 216th Street
  - Many of the other smaller CIP project
    - Full extent unknown at this time.

- No future grant proposals will be able to be prepared including the next round of Federal Highway and State TIB grants

- CIP work is not PBPW top Priority – Operations, traffic safety and Community Development Support project support come first.

- This position was included in the 2013 PBPW Restructure as funded

Facts about the Engineering Services Division

- Oversee the operation and maintenance of 215 lane miles of roadway
  - Signing (4,150 signs), striping, markings (~1,500), traffic engineering studies, traffic safety investigations
  - Traffic signals (20) & street lighting (1,655 street lights)
  - School zones (8 schools)
  - 5 bridge structures (1 belongs to WSDOT)

- 5 special purpose districts (WD 54, SSSD, HWD, Midway, Lakehaven)
  5 Utilities (PSE, AT&T, Comcast, CenturyLink, Zayo)
  - Comprehensive plans
  - Associated ROW use issues
  - Franchise Agreements
  - Project coordination

- Responsible for staffing Transportation Benefit District Board and managing TBD budget

- Automated Speed Enforcement Program Coordination

- Transportation Planning
  - Comprehensive Transportation Plan
  - TIF's & Rate Study
  - Transportation Element of the Comp Plan
  - TIP (City's Prioritized Project List)

- Support for Special events

- Emergency Management

- Only $136,000 of "GF" in the Engineering Services Budget.
  - Remainder comes from CIP reimbursements, ROW fees, and Engineering review fees

- Sound Transit Coordination and Review

- Manages a $13.5 million CIP Program for 2014 alone.

- Citizen concerns and complaints

Attachment #5

Impacts of Freezing
GIS / Computer Analyst Position

- Functionality of PBPW software systems potentially at risk
  - City works
  - PermitTrax
  - Arc GIS

  Issues are reliability of data and integration of these systems
  Software development – In House

- Investment in Maintenance Management Systems potentially at risk
  - SWM and Streets complete
  - Parks, Facilities, Fleet, and Marina are pending

- Mapping capabilities
  - Rudimentary capabilities only
  - No capability for detailed or technical mapping
    - Example: zoning and comprehensive plan maps

- GIS integration and sharing with FEMA and US Census Bureau, Puget Sound Regional Council and Sound Transit, King County, Port of Seattle, South King Fire and Rescue and other local utility districts, and adjacent cities' GIS data impossible
  - No in house capability

- Competitiveness for grant funds jeopardized
  - Graphic Support essential for success

- Technical Analysis Capabilities Reduced
  - Example: Marijuana Maps – 1000'

- SEPA and other public notifications will need to be identified and addressed by hand and will be sent to taxpayer only.
  - Addressing data base becomes obsolete

<u>Alternatives</u>

1) Grade 20 + Contract Work: No net savings
2) Contract with Steve Schunzel + other contracting resource
   - Insurance of data preservation and software integration: $30,000
   - Contract for minimal mapping and analysis: $40,000
     (40% SWM / 40%Streets / 10% GF)
     $67,745 drops to $42,000, providing $25,745 in GF+SF savings
3) Contract with just Steve Schunzel:
   - Insurance of data preservation and software integration only: $30,000 (40% SWM / 40%Streets / 10% GF)
     $67,745 drops to $18,000, providing $49,745 in GF+SF savings

Facts about the GIS Position

- Responsible for the entire GIS program oversight and coordination, including hardware, software and data maintenance.
  - This is basically taking care of the entire GIS operation and database.
  - No one will be available and able to coordinate with other federal, state, regional, County and local agencies

- Operation and maintenance of Hardware: Servers, GIS workstations, GPS units, plotters, scanners
  - The position maintains all things GIS at the City. The hardware including that used by field staff is the backbone to the system.

- Operates and Maintains Software systems: ArcGIS server, ArcGIS Desktop, ArcPad, Cityworks Server
  - GIS software is charging rapidly with update cycles quarterly. Without maintenance, the system will not communicate with other systems.

- All data management including addresses, basemap layers, aerials, city assets
  - Probably the most important component. GIS data is the foundation of Cityworks and PermitTrax. If it is neglected, the mapping systems become obsolete and become unusable very quickly. Not only for Cityworks and PermitTrax, but for GeoView as well.
  - Staff will need to go back to manual research with no aerials, new addresses will not be captured. Zoning and comp plan mapping will need to be contracted.

- GIS System administration, including GIS database maintenance and system upgrades
- GIS System support, training staff on GIS products such as GeoView, ArcPad, ArcGIS and Cityworks
- Mapping and spatial analysis
  - No custom mapping or analysis will be done including for CIP, Parks, Marina, and PD.

- Key projects:
  - Cityworks maintenance
  - Asset inventory and maintenance
  - Snow Tracker web site
  - Master Address database
  - GeoViewer
  - Valleycom base data
  - Maintenance of all GIS data layers including Zoning, Comp Plan, parcels, streets, environmental features

- Other duties as assigned by IT manager, including computer support and web development and IT manager backup

Attachment #6

Paula Henderson

From: Tony Piasecki
Sent: Tuesday, November 26, 2013 2:43 PM
To: Paula Henderson
Subject: FW: Coming DMPD Programs

Paula,

Please include this as an attachment to the agenda item for the budget ordinance.

Tony Piasecki
Des Moines City Manager

CONFIDENTIALITY STATEMENT: The information contained in this electronic communication is personal, privileged and/or confidential information intended only for the use of the individual(s) or entity(ies) to which it has been addressed. If you read this communication and are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication, other than delivery to the intended recipient is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail. Thank you.

From: George Delgado
Sent: Monday, November 11, 2013 10:01 PM
To: Tony Piasecki
Cc: Bob Bohl; Barry Sellers
Subject: Coming DMPD Programs

Tony,

Last Friday afternoon, we talked about three initiatives we as a department were undertaking to assist us in our outreach efforts. After sharing my plan, you asked that I provide you a paragraph on each of the topics. These three areas are steps I hope will assist us in growing advocacy in the community, building partnerships in fighting crime, and maximizing our effort toward strong and sustained economic development.

Safe City Des Moines

Safe City is an initiative that unites businesses, city officials, and law enforcement through a project intended to maximize safety and minimize theft and other crimes in the business community. Safe City operates like a business "crime watch" that allows stakeholders to communicate about criminal activity impacting their businesses on a real time basis. Safe City Partners use the system to alert each other about criminal incidents impacting their business or geographic area, in an effort to prevent other partners from being victimized.

Commander Sellers is currently working with Federal Way and Safe City inc. to access our capabilities and needs in an effort to structure a Safe City model that will work well for Des Moines. Currently, our plan is to work with businesses on Pacific Highway to build the initial phase of our program. Based on our success and the lessons learned, we'll expand our program to the Marina District.

Des Moines Police Volunteer Program

The Des Moines Police Department is working aggressively on interviewing potential volunteers who will assist in building the foundation for an expanded and more proactive volunteer program. We've been in

Des Moines Police Foundation

The mission will be to support a safer community by consistently identifying and securing public and private contributions which will be used to supplement funding for selected education, training, special equipment and legitimate programs for Des Moines Police Department and the Community.

I am currently working to identify a group of community leaders in Des Moines to help launch *The Des Moines Police Foundation*. This Foundation will be an independent, non-profit organization designed to support our mission of providing the highest quality law enforcement, community education, and support services possible. The Foundation will help us be responsive to the public interest; transparent and inclusive in our operation; and innovative in responding to the challenges of law enforcement.

Wayne Corey and other members of my advisory group have been reviewing materials and are guiding me in bringing this effort to people and businesses in our community that have the power and influence to make this effort a reality.

New Business Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Marina Rates

ATTACHMENTS:

1. Draft Ordinance No. 13-264
2. Draft Resolution No. 13-264

FOR AGENDA OF: December 5. 2013

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: November 26, 2013

CLEARANCES:
[X] Legal PB
[X] Finance pk
[X] Marina
[ ] Parks, Recreation & Senior Services N/A
[ ] Planning, Building & Public Works N/A
[ ] Police N/A
[ ] Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item it to ask Council to approve Draft Resolution No. 13-264 which will set Marina moorage rates for 2014 and to amend Ordinance No. 1503.

Suggested Motion

FIRST MOTION: "To suspend Rule 26(a) in order to enact Draft Ordinance No. 13-264 on first reading."

SECOND MOTION: "To enact Draft Ordinance No. 13-264 establishing a uniform rate structure for Marina charges and fees effective February 1, 2014 and a formula to determine future rates."

THIRD MOTION: "To adopt Draft Resolution No. 13-264, setting the 2014 monthly Marina moorage rates.

Background

In 2009, the City Council adopted Ordinance No. 1308 that automatically increased Marina moorage each year on February 1st by the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-

Bremerton, (CPI). Ordinance No. 1318 also reserved the Council's "right to modify moorage rates by resolution if fiscal and economic conditions require it to do so …". Several times in the last decade the Council has set aside the automatic CPI increase and modified rates by resolution. The last time was in 2010 when the Council decided to not increase the rates by the CPI but instead added some seasonal rates for the smaller slips.

Discussion

This year the CPI specified in the Draft Ordinance No. 13-264 is 1.1% and staff is recommending that all general monthly moorage rates be increased by that amount. In addition, the staff is recommending that the seasonal rates for the 20, 24 and 28 foot moorages be increased by 3%. Seasonal demand for the small slips continues to be strong and the staff believes that the seasonal rate increase will result in more revenue.

Two years ago the staff developed a "pre-pay" discount for the 20 and 24 foot slips. The discount was an attempt to boost the off-season occupancy of the small slips by offering a significant discount for 12 months moorage if the tenant paid in advance. (Tenants that terminated before the 12 month period was over would have their moorage revert to the regular rate.) This program has been successful in increasing the occupancy of the small slips and stabilizing the revenue from them. The staff recommends that the pre-pay discount be made a permanent rate program and that the discount for pre-payment for the 20 and 24 foot slips be set at 25%.

Because of the success of the annual pre-pay discount the staff is recommending that the City create a five month "seasonal" package, typically May thru September and offer a 15% discount for pre-payment. As with the annual pre-pay program, if a tenant terminates before the end of the five months, their rate will revert to the seasonal monthly rate. The seasonal package would apply to the 20, 24 and 28 foot slips and the staff believes that it will give boaters and incentive to stay in their slips longer in the summer.

Finally, the staff recommends that the dry shed rates be increased by the CPI amount of 1.1% and that another rate be created for the use of the sheds for the storage of personal items that are not boating related. Before the reconfiguration of the north end of the Marina there was a fairly constant vacancy rate in the sheds. About half of the west shed was removed as part of the project and now the supply and demand are more equalized. Currently there are 12 persons on the wait list for the sheds, but the inappropriate use of the sheds is still a problem. The staff is recommending that those tenants found to be storing household goods and the like without the presence of a boat of appropriate size, (16 foot on a trailer) would have their rental rate increased by 100% retroactive to the 1st of the month the storage was discovered. Typically the staff inspects the sheds once a quarter. The only exceptions would be for tenants that have a lease with the City, (like the boat broker) and yacht clubs that need a place to store their racing program gear.

Financial Impact

The rates shown in Appendix "A" of the Draft Ordinance reflect the recommendations above. The staff's goal is to stabilize moorage revenues at current levels by offering incentives for boater to stay for longer terms. The staff believes that these recommendations will help accomplish that goal, realizing that weather and the availability of salmon have large impacts also. The staff will work with the

Finance Director to continually monitor the impact the "pre-pay" program has on the vacancy rates and overall moorage revenue.

Recommendation or Conclusion

Staff recommends that the City Council enact Draft Ordinance No. 13-264.

Staff recommends that the Council adopt Draft Resolution No. 13-264 that will set the moorage rates for 2014.

Concurrence

The Finance Director concurs with this recommendation.

Attachment #1

CITY ATTORNEY'S FIRST DRAFT 11/26/2013

DRAFT ORDINANCE NO. 13-264

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to the monthly and seasonal monthly moorage rates for general berths, and dry shed storage at the Des Moines Marina, amending DMMC 15.04.480, establishing a uniform rate structure for Marina charges and fees effective February 1, 2014 and a formula to determine future rates in order to successfully maintain and operate the Des Moines Marina and implement the Marina Master Plan.

WHEREAS, in 2007 the Des Moines City Council adopted the recommendations of a Marina Moorage Rate Study performed by BST Associates to be phased in over a three year period ending in 2009 to set the Marina Moorage rates, and

WHEREAS, in September of 2009, Marina staff requested that BST Associates update the Moorage Rate Comparison Table from the original 2007 rate study, and

WHEREAS, the Des Moines City Council finds that establishing a uniform moorage rate structure facilitates equitable recovery of costs of operating and maintaining the Des Moines Marina, and

WHEREAS, the Des Moines City Council finds that costs of operating the Des Moines Marina are related to the Consumer Price Index, U.S. City Average, All Urban Consumers, Seattle-Tacoma-Bremerton, Washington Area, and that the interests of Des Moines' residents and Marina tenants will be best served by a rate structure that is related to the Consumer Price Index, and

WHEREAS, the Des Moines City Council believes that the successful execution of the Marina Master Plan adopted by Resolution No. 906 on June 8, 2001, and subsequently amended by Resolution No. 1039 on May 10, 2007, depends on a stable and predictable rate structure, and

WHEREAS, the Des Moines City Council further finds that it should reserve the right to modify moorage rates by resolution if fiscal and economic conditions require it to do so; now therefore,

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

Sec. 1. DMMC 15.04.480 and section 6(B) of Ordinance No. 466 as amended by section 1 of Ordinance No. 812 as amended by section 1 of Ordinance No. 1172 as amended by section 1 of Ordinance No. 1250 as amended by section 1 of Ordinance No. 1294 as amended by section 1 of Ordinance No. 1318 as amended by section 1 of Ordinance No. 1472 as amended by section 1 of Ordinance No. 1503 are each amended to read as follows:

15.04.480 Marina charges and fees.

(1) ~~(1)~~ Monthly moorage rates for all slips, seasonal monthly moorage rates for the 20-, 24- and 28-foot slips, both open and covered and pre-payment rates, both annual and seasonal for the 20- and 24-~~-~~foot slips and seasonal monthly moorage rates for the 20-, 24- and 28-foot slips, both open and covered, shall be established on the basis of the lineal footage of the berth, whether the berth is open or covered. Overhang shall be prorated and any portion of a foot shall be considered a full foot. Dry shed storage rates for a boat of appropriate size and boating accessories shall be set in a standard monthly amount. Dry Shed rates for storage of non-boating related items, household goods and the like, without a boat of appropriate size will be set at two (2) times the rate for boat storage.

(a) The pre-payment discount for annual moorage in the 20 and 24 foot slips, both open and covered is ~~set at~~ 25%, subject to the conditions set forth in the City of Des Moines Marina Rules and Regulations.

(b) The pre-payment discount for seasonal moorage in the 20, 24, and 28 foot moorages, both open and covered is set at 15%, subject to the

conditions set forth in the City of Des Moines Marina Rules and Regulations.

(c) Rates for all other goods and services shall be established by executive order of the city manager and published at the office of the marina. Charges for continuing services and moorage fees are payable in advance and due on or before the tenth day of each month.

(2) Seasonal moorage rates for 20-, 24- and 28-foot slips at the Des Moines marina will apply for new tenants signing moorage agreements after March 31st of any year and shall continue through October 31st of that year, at which time the rates shall revert to the regular posted rate and remain at that rate as long as the tenant retains their moorage.

(3) Effective February 1, 2014~~1~~, annual moorage rates for 20- and 24-foot slips will apply for any new or current tenant in those moorages that pays for one year's (12 months) moorage in advance. The moorage rate for annual tenants that terminate their moorage before the end of the 12-month period will be recalculated at the monthly rate before the balance, if any, is refunded.

(4) The baseline for rates for general moorage berths, seasonal rates in the 20-, 24-, and 28-foot slips, annual rates for the 20- and 24-foot moorages, and dry shed storage shall be as reflected on Appendix "A"* of the ordinance codified in this section which is incorporated herein by this reference. The baseline rates contained in Appendix "A" shall take effect February 1, 2014~~1~~.

(5) Persons using the marina facilities shall pay in full all applicable state and federal taxes imposed by statute including the State Leasehold Excise Tax (chapter 82.29A RCW) as adopted by the city in Ordinance No. 387, passed by the city council April 15, 1976, and codified in chapter 3.72 DMMC as presently constituted or as may be subsequently amended.

(6) Persons using the marina facilities shall pay for all electricity and other utilities or services which shall be furnished to their berth at the established rates provided by the applicable schedule of rates posted by the City.

(7) Formula to Establish Future Rates. The baseline for rates for general moorage, annual moorage, and seasonal moorage in the 20-, 24- and 28-foot slips and dry shed storage shall be the rates contained in Appendix "A" of the ordinance codified in this section.* These rates will be used to calculate total moorage due as set forth in Marina Rules 6.0, 6.2 and 6.3 on February 1, 2014~~0~~. On the first day of February of each succeeding year, rates for general moorage berths and dry shed storage shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-Bremerton, Washington area, for the preceding 12-month period ending August 31st, published by the U.S. Department of Labor, Bureau of Labor Statistics (hereinafter, "CPI"). Rates to be effective on February 1, 2015~~1~~, shall be established by multiplying the baseline rates contained in this section by the CPI percentage published for the period ending August 31, 2014~~0~~, and adding the results to the baseline rate. In no event shall the amount added to the baseline rates be less than zero. Rates effective on the first day of February of each succeeding year shall be established by applying the CPI in a like manner to the rates of the previous year

Sec. 2 Severability - Construction.

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

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

Sec. 3 Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

_____
M A Y O R

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
City Clerk

Published: _____

Appendix "A"

Ordinance No. _____

Effective February 1, 2014, the following baseline rates, exclusive of any applicable tax, shall be charged for facilities and services at the Des Moines Marina:

A. General Moorage Rates

Per lineal foot per month. Total monthly moorage charges are calculated by the method described in Rule No. 6.2 and Rule No. 8.0 found in the City of Des Moines Marina - Rules ~~&~~and Regulations handbook.

SLIP SIZE	OPEN	COVERED
20 Foot	$6.08	$7.56
24 Foot	$6.81	$8.67
28 Foot	$7.07	$9.39
32 Foot	$7.72	$10.00
36 Foot	$8.19	$11.39
40 Foot	$8.75	$12.08
50 Foot	$9.88	$14.17
54 Foot	$9.88	N/A
62 Foot	$10.18	N/A

B. Seasonal Moorage Rates

Per lineal foot per month. Total monthly moorage charges are calculated by the method described in Rule No. 6.2 and Rule No. 8.0 found in the City of Des Moines Marina - Rules ~~&~~and Regulations handbook.

SLIP SIZE	OPEN	COVERED
20 Foot	$8.89	$11.10
24 Foot	$9.92	$12.57
28 Foot	$9.92	$12.57

C. Prepayment Rates

Per lineal foot per month. Total monthly moorage charges are calculated by the method described in Rule No. 6.2 and Rule No. 8.0 found in the City of Des Moines Marina - Rules ~~&~~and Regulations handbook.

Prepaid Annual Rates - (12 month minimum)

SLIP SIZE	**OPEN**	**COVERED**
20	$4.56	$5.67
24	$5.11	$6.50

Moorage rates for tenants that terminate before the end of the 12 month minimum period will revert to the monthly rates posted in A. General Moorage Rates.

Prepaid Seasonal Rates - (5 month minimum)

SLIP SIZE	OPEN	COVERED
20	$7.56	$9.44
24	$8.43	$10.68
28	$8.43	$10.68

Moorage rates for seasonal tenants that terminate before the end of the 5 month minimum period will revert to the monthly rates posted in B. Seasonal Moorage Rates.

D. Overhang shall be pro-rated. Any portion of a foot shall be considered a full foot.

E. The Dry Shed Storage baseline rate shall be $174.18 per month, as of February 1, 2014. The Dry Shed Storage Baseline rate for sheds used to store exclusively non-boating related items or household goods without a boat of appropriate size shall be $348.36 per month, as of February 1, 2014. (The appropriate use for the Dry Sheds is described in Rule 7.2 of the City of Des Moines Marina Rules ~~&~~and Regulations.

F. Rates for all other goods and services shall be as established by executive order of the City Manager and published at the office of the Des Moines Marina.

Attachment #2

CITY ATTORNEY'S FIRST DRAFT 11/26/2013

RESOLUTION NO. 13-264

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to Marina moorage, and setting the 2014 monthly Marina moorage rates for general berths at the Des Moines Marina.

WHEREAS, in December of 2009, the Des Moines City Council adopted Ordinance No. 1472 which set Marina Moorage Rates for 2010 and succeeding years, and

WHEREAS, Ordinance No. 1472 established Marina Moorage rates for years succeeding 2011 by indexing the 2010 rates to the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-Bremerton, Washington Area,(commonly known as the "CPI") for the preceding 12 months ending on August 31, published by the U.S. Department of Labor, Bureau of Labor Statistics, and

WHEREAS, Ordinance No. 1503 amended the Marina rates effective February 1, 2011, and

WHEREAS, the "CPI" for the preceding 12 months ending August 31, 2013 is 1.1%, and

WHEREAS, the City seeks to increase the general moorage rates by the "CPI" of 1.1% and wants to establish a discount for the prepayment of regular moorage for the 20 and 24 foot moorages, subject to the conditions and minimum terms listed in Ordinance No. 1472, and

WHEREAS, the City seeks to increase the seasonal rates for the for 20, 24, and 28 foot moorages by 3%, and establish a discount for the prepayment of seasonal moorage subject to the conditions and minimum terms listed Ordinance No. 1503, and

WHEREAS, The City wishes to establish a rental rate for the non-boating use of the dry sheds, and

WHEREAS, Ordinance No. 1472 reserves the Council's right to suspend the automatic rate increase provisions and to modify moorage rates by resolution if fiscal and economic conditions require it to do so, now therefore,

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

The City Council suspends the automatic rate increase for regular moorage rates provided in Ordinance No. 1472 and sets the 2014 moorage rates for open and covered general moorage at the rates shown in Appendix "A" of Draft Ordinance No. 13-264.

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