

AGENDA

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

February 13, 2014 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

**ADMINISTRATION REPORT
EMERGING ISSUES**

CONSENT AGENDA

- Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the January 9, 2014 Executive Session, the minutes from the December 12, 2013 and January 2, 2014 Regular City Council Meetings and minutes from the January 11, 2014 City Council Retreat.
- Page 15 Item 2: 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: \$1,263,273.57
Payroll Fund Transfers: \$425,104.10
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$1,688,377.67
- Page 17 Item 3: ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral appointment of Anna Brodie to an unexpired term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2015.
- Page 21 Item 4: SETTING PUBLIC HEARING DATE FOR DRAFT ORDINANCE 13-279, MODIFICATION OF PARKING PROVISIONS
Motion is to adopt Draft Resolution No. 13-279 to set a public hearing on March 13, 2014 to consider Draft Ordinance 13-279 amending DMMC 18.210.070(3), Modification of parking provisions.

Page 29 Item 5: 2014 DES MOINES ROTARY CLUB POVERTY BAY WINE FESTIVAL
Motion is to adopt Draft Resolution Nos. 14-016, authorizing the use of the Marina parking lot by the Rotary Club of Des Moines for the Tenth Annual Poverty Bay Wine Festival, taking place from February 28th to March 2, 2014; and, to direct the City Manager to execute the Agreement between the City of Des Moines and the Rotary Club of Des Moines, substantially in the form as attached.

EXECUTIVE SESSION

The purpose of the Executive Session is to discuss labor negotiations under RCW 42.30.140(4)(a). The Executive Session is expected to last 15 minutes.

OLD BUSINESS

Page 39 Item 1: 2014 SUMMER EVENTS – AGREEMENT WITH DESTINATION DES MOINES
Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

NEW BUSINESS

NEXT MEETING DATE

February 20, 2014 City Council Retreat

ADJOURNMENT

MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
January 9, 2014

CALL MEETING TO ORDER

The Special Meeting was called to order at 6:15 p.m. by Mayor Kaplan in Council Chambers.

ROLL CALL

Present were Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Jeremy Nutting, Melissa Musser, Jeanette Burrage and Vic Pennington. Also present were City Manager Tony Piasecki and City Attorney Pat Bosmans.

Councilmember Burrage arrived at 6:30 p.m.

PURPOSE

The purpose of the special meeting was to hold an Executive Session to discuss labor negotiations under RCW 42.30.140(4)(a), litigation per RCW 42.30.110 and the purchase and sale of real estate under RCW 42.30.110(1)(b) and (c).

No formal action was taken.

ADJOURNMENT

The Special Meeting was adjourned at 7:00 p.m.

Respectfully submitted,
Tony Piasecki
City Manager

3
MINUTES

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

December 12, 2013 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 6:59 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Sheckler.

ROLL CALL

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

Staff present: Assistant City Manager Lorri Ericson; Assistant City Attorney Tim George; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

Nancy Gosen, 21925 7th Avenue S #106; Thanked Council for her appointment to the Arts Commission and spoke in support of Destination Des Moines.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- No Report.

Councilmember Sheckler:

- Received a Christmas card from President Obama and Vice President Biden.

Councilmember Burrage:

- Attended Economic Development Conference hosted by Sound Cities Association.
- Des Moines member of South Country Transportation Board:
 - Elect new chair and vice chair in the new year:
 - 2 candidates for Vice Chair:
 - Barry Ladenburg, City of SeaTac.
 - Bill Pelosa, City of Auburn.

Mayor Pro Tem Pina:

- 4th Quarter of 2013 Employee Recognition Luncheon:
 - Staff recognized:
 - Vicki Sheckler.
 - Kory Batterman.
 - Street Crew – Anthony Jones, Norm Russell, Keith Klingele, John Cozart.
 - Abbie Nielsen.
 - Tina Hickey.
 - Cathy Savage.
 - Dale Southwick.

Councilmember Musser:

- Sound Cities Association Public Issues Committee Meeting:
 - Elected the 2014 new PIC Chair.
 - Solid waste.
 - Appointment to Solid Waste Advisory Committee open.
- Will attend the SCA South and South Valley Region Caucus meeting:
 - Recommendations for topics of importance to South King County:
 - Boeing 777 program.

Councilmember Nutting:

- Attended Destination Des Moines Old Fashion Tree Lighting on December 6th.
- Attended the Des Moines Marina Tree Lighting on December 6th.
- North Hill PTSA Movie Night, 6:00 p.m. December 13, *Elf*

PRESIDING OFFICER'S REPORT

No Report.

ADMINISTRATION REPORT

Assistant City Manager Lorri Ericson introduced Dr. Susan Enfield, Highline School District Superintendent, who introduced the newly elected School Board President, Michael Spear. Dr. Enfield also updated Council on the many exciting things happening within the Highline School District.

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: \$1,923,555.96
Payroll Fund Transfers: \$886,462.98
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$2,810,018.94
- Item 2: **ARTS COMMISSION APPOINTMENTS**
Motion is to confirm the Mayoral appointments of Collette Deardorff and Chris Lewandowski to the Des Moines Arts Commission effective January 1, 2014 which will expire on December 31, 2016.
- Item 3: **INTERLOCAL AGREEMENT TO PROVIDE MUNICIPAL COURT SERVICES FOR THE CITY OF NORMANDY PARK**
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for Municipal Court services and facilities and to authorize the City Manager to sign the Agreement substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Musser to approve the consent agenda; seconded by Mayor Pro Tem Pina.
The motion passed 7-0.

NEW BUSINESS

Item 1: WATERLAND PARADE PROPOSALS

Toni Overmyer and Brenda Anders, representing The Waterland Foundation, gave a brief presentation to Council on their Waterland Parade Proposal.

Tony Hettler introduced Destination Des Moines Board Members and gave a brief power point presentation to Council on Destination Des Moines' Waterland Parade Proposal.

At 8:54 p.m. council took a 7 minute break in order to evaluate and score the proposals.

At 9:01 p.m. Council resumed the meeting.

Mayor Kaplan announced the scoring of both proposals, Destination Des Moines 52.6% and Waterland Foundation 31.7%.

NEXT MEETING DATE

December 19, 2013: Regular City Council Meeting.

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Mayor Pro Tem Pina. The motion passed 7-0.

The meeting was adjourned at 9:10 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

MINUTES

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

January 2, 2014 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Vic Pennington.

SWEARING IN OF COUNCILMEMBERS

City Clerk Wilkins called former Councilmember Ed Pina to the podium to administer the oath of office to re-elected Councilmember Matt Pina.

City Clerk Wilkins administered the oath of office to newly elected Councilmember Victor Pennington, II and to re-elected Councilmembers Melissa Musser and Dave Kaplan.

ROLL CALL

Council present: Councilmembers Dave Kaplan, Matt Pina Jeremy Nutting, Melissa Musser, Jeanette Burrage, Bob Sheckler and Vic Pennington.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; City Clerk Bonnie Wilkins.

SELECTION OF MAYOR

Councilmember Pina nominated Councilmember Kaplan as Mayor for 2014-2015. Seeing no other nominations, Councilmember Kaplan was unanimously elected Mayor.

SELECTION OF MAYOR PRO TEM

Councilmember Nutting nominated Councilmember Pina as Mayor Pro Tem for 2014-2015. Seeing no other nominations, Councilmember Pina was unanimously elected Mayor Pro Tem.

CORRESPONDENCE

There were no correspondences.

COMMENTS FROM THE PUBLIC

There were no comments from the public.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington:

- Thanked his family and friends for their support during his campaign.

Councilmember Sheckler:

- Reminded former Councilmember Ed Pina to keep the jokes coming via e-mail.

Councilmember Burrage:

- No Report.

Mayor Pro Tem Pina:

- Thanked the community and Councilmembers for their support during the election.
- Extended a special thank you to his wife and family for their support.

Councilmember Musser:

- Recognize and thanked School board Member Bernie Dorsey and Farmer's Market Director Wayne Corey, who were in the audience.
- Lead everyone in singing Happy Birthday to former Councilmember Carmen Scott, who attended the meeting and took pictures.

Councilmember Nutting:

- No Report.

PRESIDING OFFICER'S REPORT

- Thanked the voters of Des Moines for the opportunity to serve another 4 years.
- The Artemis Hotel is coming along and a tower crane should be arriving soon.
- Asked Council to look over the list of Committees they would like to serve on.
- Acknowledged his mother and step-father in the audience and offered her home-made cookies that she brought to everyone.

At 7:16 p.m. Councilmember Sheckler left the meeting.

ADMINISTRATION REPORT

Item 1: EMERGING ISSUES

1. Marina District Zoning.
2. On-Site Parking.
3. Building Heights.
 - a. Marine View Drive down to 7th Avenue.

Direction/Action

Motion made by Mayor Pro Tem Pina to remand the 3 Emerging Issue items to Committee; seconded by Councilmember Burrage.
The motion passed 6-0.

NEW BUSINESS

Item 1: INTERGOVERNMENTAL POLICIES AND POSITIONS

Direction/Action

Motion made by Councilmember Burrage to adopt the 2014 Intergovernmental Policies and Positions as submitted and as amended by the City Council; seconded by Mayor Pro Tem Pina.
The motion passed 6-0.

NEXT MEETING DATE

January 9, 2014: Regular City Council Meeting.

ADJOURNMENT

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

The meeting was adjourned at 8:06 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

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MINUTES

DES MOINES CITY COUNCIL
COUNCIL RETREAT
Des Moines Activity Center
2045 S 216th Street, Des Moines

January 11, 2014 – 9:00 a.m. to 1:00 p.m.

CALL TO ORDER

Mayor Kaplan called the Retreat to order at 9:02 a.m.

ROLL CALL

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

Staff present: City Manager Tony Piasecki; Assistant City Manager Lorri Ericson; Finance Director Paula Henderson; City Attorney Pat Bosmans; Harbormaster Joe Dusenbury; Economic Development Manager Marion Yoshino; Planning, Building and Public Works Director Dan Brewer; Parks, Recreation & Senior Services Director Patrice Thorell; Municipal Court Judge Veronica Alicea-Galvan; Police Chief George Delgado; Commander Bob Bohl; Commander Barry Sellers; City Clerk Bonnie Wilkins.

REVIEW OF 2012 STRATEGIC OBJECTIVES AND COUNCIL/CITY SUCCESSES

City Manager Piasecki initiated discussion and spoke on the achievements and successes of Council's short term strategic objectives.

REVIEW, DISCUSS AND MODIFY AS NEEDED THE CITY COUNCIL VISION AND MISSION STATEMENTS AND GOALS

2014 Des Moines City Council

Vision (No change)

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

Mission Statement (No change)

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

Goals (No change)

The City Council reviewed, discussed and revised Council goals as follows:

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

At 10:40 a.m. Council took a 15 minute break and resumed the Retreat at 10:55 a.m.

REVIEW AND DISCUSS 2014 COMMITTEE AND DEPARTMENT WORK PLANS/ISSUES

Committee and Department work plans were attached to the Retreat packets.

COUNCILMEMBERS PRESENT THEIR SHORT AND LONG TERM ISSUES FOR THE CITY TO ADDRESS

Councilmember Burrage:

- Continue to improve the Building Department's relationship with builders.

Councilmember Nutting:

- Collaborate with other cities.
- Receive state and federal funding for grants.
- Parking problems in the beach park.
- What other funds are out there.
- Continue to work with the Police Department for public safety.
- Pool, Park & Recreation District.
- Work with Master Builders Association to establish a better working relationship.
- Market the City to investors and builders.

Councilmember Musser:

- Short term:
 - Nuisance properties.
 - Develop and market the Marina District.
- Long Term:
 - Emergency preparedness.
 - Training for elected officials.

Mayor Pro Tem Pina:

- Comprehensive parking program.
- Research the lands lease at the Marina.
- Nuisance properties enforcement.
- Extend "Coffee with a Cop" to the City Council.
- Council at Farmers Market.
- Utilize Channel 21 and update for better sound and recording quality.
- Limit modifications to those things that are an omission or an unattended consequence.
- Communicate to residents to dispel rumors.

Councilmember Pennington:

- Emergency management.
- Action steps for priorities (analysis, strengths, weaknesses and trends).

Mayor Kaplan:

- Get feedback on the Code before making more changes.
- Continue to market the Marina District, Business Park and Pacific Ridge.
- Develop a plan for certain properties in the Marina District (Des Moines Theater).
- Reach out to investors for specific projects.

- Continuing to progress in getting our financial plan in order.
- Research a Bi-Annual budget.
- Implement Neighborhood meetings.

At 11:54 a.m. the power went out due to the stormy weather.

At 11:56 a.m. the power came back on and the meeting resumed.

At 12:03 p.m. Councilmember Sheckler left the retreat.

REVIEW, DISCUSS AND MODIFY AS NEEDED THE CITY COUNCIL STRATEGIC OBJECTIVES

Strategic Objectives

Council revised the Strategic Objectives as follows:

Short Term

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

Process

Budget process
Permit process
Technology improvements
Strategic planning

Staff was asked to bring back Long Term goals to Council for review and prioritization. Items discussed include:

Long Term

- Increase public safety.
- Develop a marketing/branding program for the City.
- Identify development regulations to delete or revise.
- Continue and enhance the City's collaborations with the educational communities.
- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool open in the City.

- Continue to improve the City's reputation in the business and development community.
- Review and modify, as needed, development regulations in neighborhoods and residential areas.
- Conduct a comprehensive review of Redondo issues and services.
- Continue to explore and develop opportunities in 89 acre buyout area known as the Des Moines Creek Business Park.
- Develop a plan to build a new Court House and City Hall in Des Moines.
- Address nuisance properties.
- Collaborate with the Pool District for provision of recreational services in Des Moines.

WRAP UP AND SUMMARY

Mayor Kaplan thanked staff for their participation in retreat discussion.

ADJOURNMENT

Mayor Kaplan adjourned the meeting at 12:45 p.m.

Respectfully Submitted,
Bonnie Wilkins
City Clerk

CITY OF DES MOINES
Voucher Certification Approval

13-Feb-14

Auditing Officer Certification

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

As of February 13, 2014 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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

Claims Vouchers:	Numbers				Amounts
Total A/P Checks/Vouchers	138402	-	138598	197	1,221,336.81
Electronic Wire Transfers	3		BOA VISA, DEPT OF REVENUE		41,936.76
Subtotal for this Council Packet					1,263,273.57
Voided Claim Checks this check run:					0.00
Voided Claim Checks from previous check runs					0.00
Total Claims/Wire Transfers/Voids				200	1,263,273.57

Payroll Vouchers:	DISBURSED 02/05/14				Amounts
Payroll Checks	18412	-	18423	= 12	14,946.79
Direct Deposit	60001	-	60144	= 144	265,282.94
Payroll Taxes					58,039.75
Wage/Garnishments					572.07
Voids				0	0.00
Electronic Wire Transfers					86,262.55
ICMA 401 Forfeitures					0.00
Total Claims					425,104.10
Total certified Wire Transfers, Voids, A/P & Payroll vouchers for Feb 13, 2014					1,688,377.67

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: February 13, 2014

ATTACHMENTS:

Arts Commission Application: Anna Brodie
(city business owner, non- resident)

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: January 28, 2014

CLEARANCES:

- Legal 
- Finance NA
- Marina NA
- 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 recommend City Council approval of one appointment to the City of Des Moines Arts Commission.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Anna Brodie to an unexpired term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2015."

Background

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

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

Discussion

This agenda seeks confirmation of the Mayoral appointment of applicant Anna Brodie to the Des Moines Arts Commission effective immediately and expiring on December 31, 2015. Anna Brodie is the owner of an arts related business located in Des Moines and is not a resident of Des Moines. DMMC 4.56.040 allows for up to two non-resident appointments on the Arts Commission. As of January 1, 2014, there are currently no other non-residents on the Commission.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

None provided.



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

RECEIVED
Recvd. NOV 18 2013 BW
CITY OF DES MOINES
CITY CLERK

Please Check

NAME: ANNA BRODIE
ADDRESS: 420 N 100th St
CITY/ZIP: Seattle, WA 98133
PHONE: Home (206) 303-9654 Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 2 mo.
REGISTERED VOTER? yes
E-MAIL ADDRESS: annabrodie@gmail.com

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

EMPLOYMENT SUMMARY LAST FIVE YEARS: 2011-13: GRAD STUDENT, CU, MBA
2010-2012, Executive Director, The American String Project
2008-2011 - Seattle Symphony, Admin
2011 - Present, Entrep Arts Consulting

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

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

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

1. Why do you wish to serve in this capacity and what can you contribute? I am a member, principal, of a Des Moines business, Entrep Arts Consulting and recognize the value of a thriving arts community in a city such as Des Moines. I enjoy serving my community, and believe I have much to contribute.

2. What problems, programs or improvements are you most interest in? Public art, in all of its forms are wonderful for establishing strong communities. I hope to work to improve the connections and performances established thru art, and to ensure a vibrant core in Des Moines, now and in the long run.

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

* PRINCIPAL for Entrep Arts Consulting, LLC.
* Licenses # 05927, Des Moines, 21925 7th Ave S, #106, Des Moines

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Setting Public Hearing Date for Draft Ordinance 13-279, Modification of parking provisions

ATTACHMENTS:

1. Draft Resolution No. 13-279 setting a public hearing date for Draft Ordinance 13-279.
2. Draft Ordinance 13-279

FOR AGENDA OF: February 13, 2014

DEPT. OF ORIGIN: Economic Development

DATE SUBMITTED: February 5, 2014

CLEARANCES:

Legal PB

Finance N/A

Marina N/A

Parks, Recreation & Senior Services N/A

Planning, Building & Public Works 038

Police N/A

Economic Development Manager WJ

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider Draft Resolution 13-279 which will set a public hearing date for the consideration of Draft Ordinance 13-279, amending DMMC 18.210.070(3), Modification of parking provisions. The City Council can move forward with the consideration of this ordinance by passing the following motion:

Suggested Motions

Motion 1: "I move to adopt Draft Resolution No. 13-279 to set a public hearing on March 13, 2014 to consider Draft Ordinance 13-279 amending DMMC 18.210.070(3), Modification of parking provisions."

Background

In November 2009 the City Council approved a temporary waiver of the commercial parking requirement in the downtown commercial (d-c) zone in order to facilitate redevelopment in the Marina District. The waiver has since been extended twice, and expired on December 31st, 2013. The Finance

and Economic Development Committee has approved a draft ordinance to extend the waiver to June 30th, 2015.

Discussion

Because many parcels in the downtown commercial (d-c) zone are small in size, particularly on Marine View Dr., they conceivably could not redevelop, and at the same time accommodate the number of parking spaces required by the DMMC, without the waiver in place. When sites are considered in conjunction with dimensional requirements such as height limits, they may be constrained as to maximum developable square footage. Required parking per DMMC may not leave enough available space on the site to justify redevelopment.

The City Council's continued support of the redevelopment of the Marina District as a commercially viable mixed use neighborhood is essential; it has become clear that many Marina District properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code. Commercial parking requirements in the Downtown Commercial zone could make it uneconomically feasible for property owners to redevelop their properties under current and projected future market conditions.

Strategy 2-04-08 of the Land Use Element of the Comprehensive Plan states that the City should "encourage improvement of the Downtown Neighborhood by working with the business community and other representative organizations to achieve the goals of the City of Des Moines Comprehensive Plan".

Alternatives

The City Council may:

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

Financial Impact

If development projects are able to move forward due to the waiver, the impact is positive. There are several potential projects that would benefit from the waiver.

Recommendation or Conclusion

Staff recommends that the City Council adopt Draft Resolution 13- 279 as written or amend the Resolutions to establish a different hearing date.

City Attorney's FIRST DRAFT 02/4/14

DRAFT RESOLUTION NO. 13-279

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 13-279 which amends the Marina District Parking Wavier codified in DMMC 18.210.070(3).

WHEREAS, the City Council is considering amendments to DMMC 18.210.070(3) relating to the waiver of parking requirements for commercial properties in the Marina District, and

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

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

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

The matter of amendments to DMMC 18.210.070, *Modification of Parking Provisions*, is set for a public hearing before the City Council on Thursday, March 13, 2014, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this 13 day of February, 2014 and signed in authentication thereof this 13 day of February, 2014.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

CITY ATTORNEY'S FIRST DRAFT 02/4/2014

DRAFT ORDINANCE NO. 13-279

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Des Moines Parking Code amending DMMC 18.210.070.

WHEREAS, DMMC 18.210 establishes regulations for loading areas and off-street parking throughout the City as well as in the Downtown Commercial zone specifically, and

WHEREAS, the City Council supports reducing restrictive development regulations in the Marina District to facilitate redevelopment as a commercially viable mixed use neighborhood, and

WHEREAS, many Marina District properties are not improved to the extent presently allowed by the City of Des Moines Comprehensive Plan and the Zoning Code and are unlikely to be redeveloped in the near future without continued waiver of the downtown commercial zone parking requirement, and

WHEREAS, current parking regulations in the Marina District commercial zone appear to be unduly burdensome and restrictive, helping to make it uneconomically feasible for property owners to redevelop their properties under current and projected future market conditions, and

WHEREAS, the City Council directed City staff to prepare an ordinance for its consideration which would continue a waiver of the commercial parking requirement for the Marina District, and

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

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

2/4/2014

Draft Ordinance No. 13-279

Ordinance No. ____
Page 2 of 4

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

WHEREAS, the City Council set the date for the public hearing by Resolution No. 13-279, fixing the public hearing for March 13, 2014, and

WHEREAS, the textual code amendments proposed in this Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on February ____, 2014 in accordance with the DMMC, and

WHEREAS, a public hearing was held on March 13, 2014 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; now therefore,

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

Sec. 1. DMMC 18.210.070 as amended by section 511 of Ordinance 1591, Modification of parking provisions, are amended to read as follows:

(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

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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.~~ June 30, 2015.

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 thirty (30) 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 _____, 2014 and signed in authentication thereof this ____ day of _____, 2014.

M A Y O R

APPROVED AS TO FORM:

2/4/2014
Draft Ordinance No. 13-279

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Page 4 of 4

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

2/4/2014
Draft Ordinance No. 13-279

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2014 Des Moines Rotary Club
Poverty Bay Wine Festival

ATTACHMENTS:

1. Draft Resolution No. 14-016
2. Draft Agreement for the 2014 Des Moines Rotary Poverty Bay Wine Festival

FOR AGENDA OF: 2/13/2014

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: 2/7/2014

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL AA

Purpose and Recommendation

The purpose of this agenda item is to request that the City Council adopt Draft Resolution No. 14-016 authorizing the use of the Des Moines Marina parking lot free of charge by the Rotary Club of Des Moines for Poverty Bay Wine Festival parking and shuttle services to and from the Landmark Event Center from February 28 through March 2, 2014.

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 14-016, authorizing the use of the Marina parking lot by the Rotary Club of Des Moines for the Tenth Annual Poverty Bay Wine Festival, taking place from February 28th to March 2, 2014; and, to direct the City Manager to execute the Agreement between the City of Des Moines and the Rotary Club of Des Moines, substantially in the form as attached."

Background:

The Rotary Club of Des Moines will hold its Tenth Annual Poverty Bay Wine Festival February 28 to March 2, 2014 at Landmark Event Center. For the past seven years the event has been held at this location, with event parking at the Des Moines Marina parking lot area. The event features several

Washington Wineries, Food Booths, Art and Music. The three-day festival has been very successful drawing approximately 2,000 wine spectators annually.

The 2014 event dates and hours are as follows: on Friday, 5:00 p.m. to 10:00 p.m.; on Saturday 12:00 p.m. to 7:00 p.m.; and on Sunday, 12:00 p.m. to 5:00 p.m. The hours were selected to support the evening restaurant businesses in the area.

The Marina parking lot would be used for festival parking and as a site to shuttle event attendees between the downtown and the Landmark Event Center from 4:00 p.m. to 11:00 p.m. on Friday, 11:00 a.m. to 8:00 p.m. on Saturday, and 11:00 a.m. to 6:30 p.m. on Sunday.

Discussion:

The intent of the request for the use of the Marina parking lot for a shuttle service is to draw festival attendees into downtown Des Moines to provide exposure to local restaurants and businesses and enhance tourism opportunities. Impacts to Marina tenants and neighboring residents are minimal with little or no vehicular spillage onto side streets or neighboring parking lots.

Event set-up for the shuttle will begin at 4:00 p.m. on Friday, and 11:00 a.m. on both Saturday and Sunday. The Marina parking lot would be the location of event parking and shuttle service only. No other uses/activities are planned by the Rotary Club at this location.

The Rotary Club works closely and cooperatively with City and Fire District to ensure event safety and security. The Rotary Club provides insurance liability coverage for the event.

It is projected that approximately 2,000 wine spectators will attend the Festival over a three-day festival period. Funds raised will be reinvested for charitable, community and educational projects supported by the Rotary Club. Sponsorships in cash and/or in-kind services have been solicited from businesses to finance festival overhead.

Alternatives:

None provided.

Financial Impact:

There will be minimal impact to the City of Des Moines Marina operations. By approving this agenda item, parking fees in the amount of \$312 will be waived. In past years, there were no issues affecting City departments such as Police, Marina and Parks & Recreation regarding this event and staff is convinced that the event will not detract from normal city operations in 2014.

In fact, the event is intended to highlight the Des Moines waterfront facilities and Marina District drawing tourism from surrounding communities and from the boating community to promote the local economy and fill the Marina's available transient moorage during the off-season.

Recommendation/Conclusion:

The Rotary Club of Des Moines' Poverty Bay Wine Festival is a positive economic draw for the Des Moines community and therefore staff recommends approval of the use of the Marina parking lot for this special event.

CITY ATTORNEY'S FIRST DRAFT 02/02/2014

DRAFT RESOLUTION NO. 14-016

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the Rotary Club of Des Moines ("Rotary Club") to provide parking for its 2014 Poverty Bay Wine Festival ("Festival") at the Marina and listing conditions under which such permission is granted.

WHEREAS, the Rotary Club wishes to provide parking for its tenth annual Festival in February and March 2014 at the Des Moines Beach Park and Marina, and

WHEREAS, the Rotary Club has designed the Festival to raise funds for charitable, community, and educational projects supported by the Rotary Club, and to promote the Des Moines community and area businesses, and

WHEREAS, the Festival will enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, the City of Des Moines wishes to permit the Rotary Club Festival; and, at the same time, be held harmless from any liability arising from the existence of such activity; now therefore,

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

Sec. 1. Permission to utilize City facilities and marketing opportunities to conduct the 2014 Poverty Bay Wine Festival ("Festival") February 28, 2014 through March 2, 2014 is granted to the Des Moines Rotary Club, subject to the following conditions:

(1) The Rotary Club shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of the Festival or its activities; and an authorized official of the Rotary Club shall sign a written agreement, on behalf of the Rotary Club, that approval of this 2014 Festival resolution does not constitute a waiver of the Rotary Club's obligation to defend and hold the City of Des Moines harmless from any liability that may result from the conduct of the Festival event or its activities.

Resolution No. 1214
Page 2 of 3

(2) The prime leadership of all Festival committees shall be non-City personnel and it shall be clearly understood that assistance by City personnel is advisory to the Rotary Club.

(3) The Rotary Club shall provide liability insurance in the amount of two million dollars (\$2,000,000.00) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City fifteen (15) days prior to the event.

(4) The Rotary Club shall be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the event. The Rotary Club must remove all such signage within ten (10) days after the final day of the Festival.

(5) An authorized official of the Rotary Club shall execute a written agreement, on behalf of the Rotary Club, acknowledging its responsibilities for the conduct of Festival activities and accepting such limitations as are contained in this resolution, in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) The Rotary Club agrees to take whatever measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the Festival.

(b) The hours of Festival parking operations utilizing Marina facilities shall be as follows:

Friday, February 28, 2014	4:00 p.m. to 11:00 p.m.
Saturday, March 1, 2014	11:00 a.m. to 8:00 p.m.
Sunday, March 2, 2014	11:00 a.m. to 6:30 p.m.

(c) Set-up and take-down hours shall be determined by the City Manager or his designee.

(d) The Rotary Club will use all reasonable efforts to advertise the Festival as a community festival.

Resolution No. 1214
Page 3 of 3

Sec. 2. The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use and occupy for the purpose of the Festival City facilities at the Des Moines Marina.

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to the Rotary Club to use, for the purpose of the Festival, article space in the *City Currents* newsletter.

ADOPTED BY the City Council of the City of Des Moines, Washington this ___ day of February, 2014 and signed in authentication thereof this ___ day of February, 2014.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

**AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE ROTARY CLUB
OF DES MOINES
2014 POVERTY BAY WINE FESTIVAL**

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter “City”), a municipal corporation of the State of Washington, and the ROTARY CLUB OF DES MOINES (hereinafter “Rotary Club”) for the 2014 Poverty Bay Wine Festival.

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

WHEREAS, the Rotary Club, as sponsor of the Festival, carries out all activities as a Rotary Club function, and

WHEREAS, the City of Des Moines wishes to permit the Poverty Bay Wine Festival activities of the Rotary Club while at the same time being held harmless from any liability arising from the existence of such activities and to have the Rotary Club sponsor the Festival pursuant to certain terms and conditions; now therefore,

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

(1) The Rotary Club agrees as follows:

(a) The Rotary Club shall conduct the 2014 Festival in compliance with all federal, state, and local statutes, ordinances, and regulations. The Rotary Club further agrees as follows:

(b) The prime leadership of all Festival committees shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to the Rotary Club.

(c) The Rotary Club of Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence of the City. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, the Rotary Club of Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the Rotary Club of Des Moines and their respective officers, agents, and employees, or any of them, the Rotary Club of Des Moines shall satisfy the same.

(d) The Rotary Club shall provide liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as an additional named insured. Proof of such insurance shall be delivered to the City no later than fifteen (15) days prior to the event.

(e) The Rotary Club shall remove all signage within ten (10) days after the final day of the Festival.

(f) The Rotary Club acknowledges its responsibilities for the conduct of Festival activities and accepts such limitations as are contained herein, in addition to such limitations as may be imposed by the City Council or City Manager.

(g) The Rotary Club agrees to take whatever measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of the Festival.

(h) The hours of Festival parking operations at the Marina shall be:

Friday, February 28, 2014 from 4:00 p.m. to 11:00 p.m.
 (Parking for shuttle to Landmark Event Center)

Saturday, March 1, 2014 from 11:00 a.m. to 8:00 p.m.
 (Parking for shuttle to Landmark Event Center)

Sunday, March 2, 2014 from 11:00 a.m. to 6:30 p.m.
 (Parking for shuttle to Landmark Event Center)

(i) The Rotary Club will use all reasonable efforts to advertise the Festival as a Community Festival.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City grants permission to the Rotary Club to use and occupy, for the purpose of the Festival parking, property located at the southeast corner of the Des Moines Marina parking lot.

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

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

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

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

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

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

(5) Discrimination Prohibited. The Rotary Club shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in Festival festivities on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

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

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

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

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

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

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

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

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

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

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

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

CITY OF DES MOINES

ROTARY CLUB OF DES MOINES

By: Anthony A. Piasecki
Its City Manager

By _____
Its _____

At the direction of the Des Moines City
Council In Open Public Meeting on
February __, 2014

Date: _____

Date _____

APPROVED AS TO FORM:

City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2014 Summer Events – Agreement
With Destination Des Moines

FOR AGENDA OF: February 13, 2014

ATTACHMENTS:

1. Draft Resolution 14-017
2. Draft Agreement Between the City of Des Moines and Destination Des Moines

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: February 4, 2014

CLEARANCES:

Legal TS

Finance N/A

Marina JS

Parks, Recreation & Senior Services [Signature]

Planning, Building & Public Works [Signature]

Police CO

Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

Destination Des Moines was selected by City Council to provide the leadership role in planning and staging the Waterland events and parade. Destination Des Moines also provides the leadership role in planning and staging the Fireworks Over Des Moines events. The purpose of this agenda item is to ask for the Council's approval of Draft Resolution No. 14-017 which allows Destination Des Moines to conduct the events on City property, subject to conditions. The staff is also asking the Council to grant the City Manager the authority to sign the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the in-kind services that will be provided by the City to support the events.

Suggested Motions

Motion 1: "I move to approve Draft Resolution 14-017 authorizing Destination Des Moines to use City property to conduct two summer events: Fireworks Over Des Moines on July 3-4, 2014 and the Waterland Festival on July 18-20, 2014."

AND:

Motion 2: "I move to authorize the City Manager to sign the Agreement with Destination Des Moines for summer events specifying the responsibilities assumed by Destination Des Moines and identifying the in-kind services and facilities that will be provided by the City, substantially in the form as attached."

Background

Destination Des Moines is a non-profit community based organization that was founded to promote and support community events. Their first order of business was to resurrect the “Waterland Parade”, a community event with a long history. Destination Des Moines was also asked to take on the management of the “Fireworks Over Des Moines” show which had previously been run by the Des Moines Rotary Club and to take over responsibility for the Des Moines Classic Car & Boat Show and the Classic Community Barbeque previously managed by the Des Moines Marina staff.

In December 2013, City Council awarded the management of an expanded Waterland Festival to Destination Des Moines. Destination Des Moines’ 2014 Waterland Festival community events will include the Seafair Waterland Parade, the Des Moines Classic Car and Boat Show, the Taste of Des Moines, the Waterland 5 K Run and Waterland Kid’s Carnival.

The 2014 Fireworks Over Des Moines taking place at the Marina on July 4th will also include a Community Barbeque on July 3rd and a City sponsored concert in Beach Park on July 4th.

Discussion

The mission of Destination Des Moines is to help develop awareness of the City of Des Moines as a great place to hold community events, to open and operate a business and assist other organizations in promoting and marketing events. Destination Des Moines has developed partnerships with the City of Des Moines and its residents, local business and non-profit organizations including Seattle Southside, Southwest Chamber of Commerce, Des Moines Arts Commission and many others to deliver on this mission. Fireworks Over Des Moines and the Waterland Parade are high value community events that serve thousands of residents and visitors and depend largely on sponsorships, volunteers and in-kind City services.

Following are brief descriptions of the events that DDM proposes to produce this summer:

Fireworks over Des Moines Events, July 3-4, 2014:

Community Barbeque – July 3. The event will take place July 3, 2013, the night before “Fireworks Over Des Moines” as a dedicated fundraiser for the 4th of July fireworks show. It will be catered and will feature live entertainment and a beer & wine garden. The event will be held at the Beach Park and will start at 5:00 pm and conclude at 10:00 pm.

Fireworks over Des Moines – July 4. This 14th annual community tradition includes food vendors, music, two beer & wine gardens and special viewing area. The fireworks show will again be provided by Western Fireworks. Activities will be held at the Marina and Beach Park beginning at 5:00 pm with the fireworks show starting at 10:15 pm. A City sponsored concert featuring Magic Carpet Ride with Steppinwolf will take place at the Beach Park meadow from 6:00 p.m. to 10:00 p.m.

Fireworks Over Des Moines draws over 5,000 spectators to the Marina and Beach Park, with thousands more viewing from the surrounding parks and neighborhoods. Destination Des Moines hires a private special event company to provide event security along with volunteers at event entrances. The Public Works staff provides the barricades and signage needed for road closures for the event and the Police Department provides crowd monitoring and traffic control at the conclusion of the event. South King Fire and Rescue is also present at the event for crowd safety. The Marina and Parks and Recreation Departments provide facility support for the events.

All Fireworks over Des Moines events sponsorships, ticket sales and donation proceeds received from these events will be used to pay for direct event expenses such as the fireworks show, security, catering, entertainment, volunteer support, fencing, garbage, portable restrooms and marketing.

Waterland Festival Events, July 18-20, 2014:

Des Moines Classic Car & Wooden Boat Show – July 18 - 20. This event features a wooden boat show on Friday, July 18, from 4:00 p.m. – 9:00 p.m., Saturday, July 19, from 10 a.m. – 4:00 p.m. and Sunday, July 20, from 10 a.m. to 6 p.m. The Classic Car Show will take place on Sunday, July 20, from 10:00 a.m. – 6:00 p.m. This event also includes the Taste of Des Moines, live music and beer and wine garden.

Waterland Kids Carnival – July 18-20. Family oriented inflatable toys and mechanical rides will be featured at Field House Park, on Friday from 4:00 p.m. – 9:00 p.m., Saturday, from 10:00 a.m. – 9:00 p.m. and Sunday, from 10:00 a.m. – 6:00 p.m.

Waterland 5K – July 19. Family oriented (off street) fun run and walk from the Des Moines Marina to the Des Moines Creek Trail and back beginning at 8:30 a.m.

Waterland Parade – July 19. The parade is a traditional community event that started in the 1950's. The Parade is a Seafair sanctioned event and will travel along the traditional Marine View Drive S. parade route. The Children's Parade begins at 5:45 p.m. and the Grand Parade begins at 6:00 p.m.

The Waterland Parade draws approximately 5,000 citizens to the Des Moines Marina District. The Public Works staff assists with securing permits to close Marine View Drive S. and stages the barricades and signage needed and assists the Police Department with road closures and traffic control. Destination Des Moines also utilizes the expert support of the Seafair Parade Marshalls for the event. The Wooden Boat and Classic Car Show, Waterland 5K Run and the Waterland Kids Carnival are expected to draw 4,000 to the Marina District.

All Waterland Festival events sponsorships, ticket sales and donation proceeds received from these will be used to pay for direct event expenses such as the parade judging and viewing stands, parade entertainment, awards, security, portable restrooms, garbage, volunteer support and event marketing.

Alternatives

- The Council may reject the staff recommendation.
- The Council may direct the staff to make specified changes to Draft Resolution No. 14-017 and/or the draft agreement with Destination Des Moines.
- The Council may accept the staff recommendation and adopt Draft Resolution No.14-017 and authorize the City Manager to sign the Draft Agreement with Destination Des Moines.

Financial Impact

Destination Des Moines is requesting that the City provide in-kind services for all of the above described events up to a value of \$15,000, which may include, services by the Police, Public Works, Parks and Recreation and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety. Last year the City provided the needed services as an in-kind contribution to the event at a cost of approximately \$7,500 for Fireworks Over Des Moines and \$7,400 for the Waterland Parade. Destination Des Moines also requests that the City waive its facility rental fees for the use of City parking lots and buildings up to a value of \$10,000. All event proceeds collected that exceed event costs will be used to fund future Des Moines community events.

Recommendation or Conclusion

The staff recommends that the Council adopt Resolution No. 14-017 which allows Destination Des Moines to conduct the “Summer Events” on City property, subject to conditions and to grant the City Manager the authority to sign the agreement between the City and Destination Des Moines which specifies the responsibilities assumed by Destination Des Moines and identifies the in-kind services that will be provided by the City to support the events.

Concurrence

The City Attorney’s office, The Finance Department, the Parks and Recreation Department, the Police Department and the Building, and Planning and Public Works Department concur with this recommendation.

Draft Resolution No. 14-017
2/2/14

CITY ATTORNEY'S FIRST DRAFT 02/02/2014

DRAFT RESOLUTION NO. 14-017

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing Destination Des Moines ("Destination Des Moines") to conduct the following community events (hereinafter referred to as "Summer Events"): Fireworks Over Des Moines and the Classic Community Barbeque on July 3-4, 2014 at the Marina and Beach Park; the Waterland Festival, Parade and Des Moines Classic Car & Wooden Boat Show on July 18-20, 2014 at the Marina, Field House Park and on Marine View Drive South from Kent-Des Moines Road to South 216th; and listing conditions under which such permission is granted.

WHEREAS, the City Council finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Destination Des Moines wishes to sponsor and conduct two Summer Events in Des Moines during the summer of 2014, and

WHEREAS, the City of Des Moines wishes to permit the Summer Events and, at the same time, be held harmless from any liability arising from such activity; now therefore,

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

Sec. 1. Permission to conduct the 2014 Calendar of Summer Events is granted to Destination Des Moines, subject to the following conditions:

(1) Destination Des Moines shall defend and hold the City of Des Moines harmless from liability.

(2) Destination Des Moines, the co-sponsors and promoters of the Summer Events, will provide financial support for the Events and will pay for event expenses such as portable toilets, garbage collection, paid advertising and/or promotional banners associated with the Events.

Page 2 of 4

(3) The prime leadership of all Event activities shall be non-City personnel and it shall be clearly understood that assistance by City personnel is advisory to Destination Des Moines.

(4) Destination Des Moines will secure all permits and shall provide liability insurance in the amount of two million dollars (\$2,000,000) for each Summer Event. The City of Des Moines shall be named as an additional insured. Proof of such insurance must be delivered to the City thirty (30) days prior to each Summer Event.

(5) As promoters of the Summer Events, Destination Des Moines will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during each event. All such signage shall be removed within ten (10) days after each Summer Event.

(6) Normal fees for conduct of the Summer Events on City property shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(7) An authorized official of Destination Des Moines shall execute a written agreement, on behalf of Destination Des Moines, acknowledging its responsibilities for the conduct of the Summer Events and accepting such limitations as are contained in this resolution in addition to such limitations as may be imposed by the City Council or City Manager, including, but not limited to:

(a) Destination Des Moines agrees to take whatever measures are necessary to prevent damage to City property and to be responsible for any damage that may occur as a result of the Summer Events; and

(b) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any security issue.

Sec. 2. Upon execution of a written agreement incorporating all the terms and conditions of this Resolution,

Page 3 of 4

the City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City streets, rights-of-way, and City property.

Sec. 3. The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page, and Channel 21 to inform and educate the public about the Summer Events. Destination Des Moines understands that fees to cover City expenses may be charged for this use.

Sec. 4. The City Manager is authorized, at his discretion, to provide City assistance to the Summer Events up to a total value of \$15,000 which may include, without limitation, services by the Police, Public Works, Parks and Recreation, and Marina Departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures, parking lot management, and boater and pedestrian safety. The City Manager is authorized, at his discretion, to waive rental fees for the use of City property. The City Manager shall provide a report to the City Council on services provided and costs thereof.

Sec. 5. A Fireworks Over Des Moines Special Event Application(s) and Operational Plan and a Waterland Festival Special Event Application(s) Events and Operational Plan will be created and approved in writing by the City Manager and Destination Des Moines' promoters prior to the Special Events.

ADOPTED BY the City Council of the City of Des Moines, Washington this 13th day of February, 2014 and signed in authentication thereof this 13th day of February, 2014.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

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City Clerk

AGREEMENT
Between
THE CITY OF DES MOINES
And
DESTINATION DES MOINES
for the
2014 SUMMER EVENTS

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "Destination Des Moines") regarding the 2014 calendar of community events (hereinafter "Summer Events").

WHEREAS, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

WHEREAS, Destination Des Moines is become a primary sponsor of 2014 Summer Events, and

WHEREAS, the City of Des Moines wishes to permit the Summer Events and to have Destination Des Moines plan and sponsor the Summer Events pursuant to certain terms and conditions; now therefore,

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

(1) Destination Des Moines agrees as follows:

Destination Des Moines shall conduct the 2014 Summer Events, which consist of the two community events:

- Fireworks Over Des Moines and Community Barbeque, July 3 - 4, 2014
- Waterland Festival Events, July 18-20, 2014 including: Des Moines Classic Car & Wooden Boat Show and Taste of Des Moines– July 18 – 20, Waterland Kids Carnival – July 18-20, Waterland 5K Run – July 19 and Waterland Parade – July 19.

in compliance with the conditions outlined in City of Des Moines Resolution No. 14-017, a copy of which is attached hereto and incorporated by this reference, and will comply with all federal, state, and local statutes, ordinances, and regulations. Destination Des Moines further agrees as follows:

(a) Destination Des Moines shall defend, indemnify and hold the City of Des Moines, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the conduct of the Summer Events or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and

employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Destination Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Destination Des Moines and their respective officers, agents, and employees, or any of them, Destination Des Moines shall satisfy the same.

(b) Destination Des Moines and/or other promoters of the Summer Events will provide financial support for the Summer Events and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Summer Events.

(c) Destination Des Moines and/or other promoters of the Summer Events will contract with other companies to provide services to all listed events.

(d) Destination Des Moines and/or other promoters of the Summer Events will secure all permits.

(e) Destination Des Moines and/or other promoters of the Summer Events shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover each Summer Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Summer Events insurance requirements thirty (30) days prior to each Summer Event.

(f) Destination Des Moines and/or other promoters of the Summer Events will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the events. All such signage shall be removed within ten (10) days after each Summer Event.

(g) Destination Des Moines and/or other promoters of the Summer Events will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Destination Des Moines and/or other promoters of the events will be allowed to solicit donations for all Summer Events. Destination Des Moines and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event will be held in a special event fund for each individual event account to help pay for the following year's event.

(i) Destination Des Moines agrees to take whatever reasonable measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the any Summer Events.

(j) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any safety and security issues.

(l) A Fireworks Over Des Moines Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(m) A Waterland Festival Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City facilities, property, streets, roads, and rights-of-way.

(b) Normal City fees shall be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(c) The City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the events. Destination Des Moines understands that fees to cover direct City expenses may be charged for this use.

(d) The City Manager is authorized to provide, at his discretion up to a total value of \$15,000, City assistance to the Summer Events, which may include, without limitation, services by the Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and the reduction/elimination of rental rates for the use of City property up to a total of \$10,000.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon successful completion of the terms of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or Destination Des Moines' decision not to have the Summer Event(s), whichever is sooner, provided, however, all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

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

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

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

(5) Discrimination Prohibited. Destination Des Moines shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the "Summer Events" on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

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

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

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

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

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

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

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

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

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

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

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

CITY OF DES MOINES

Anthony A. Piasecki
It's City Manager
At the direction of the Des Moines City
Council by Adoption of Resolution No. _____
In Open Public Meeting on February 13, 2014.
Date _____

DESTINATION DES MOINES

By _____
It's President
Date _____

APPROVED AS TO FORM:

Assistant City Attorney

