

STUDY SESSION DES MOINES CITY COUNCIL - March 4, 2004 - 7:30 p.m.

CALL TO ORDER - Mayor Sheckler

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

DISCUSSION ITEMS:

DISCUSSION LEADER:

GOAL:

EST. TIME:

- | | | | |
|--|----------------------------------|----------------------|------------|
| 4. Intergovernmental Policies & Positions
<i>continued to another study session</i> | Mayor/Assistant City Manager | Discussion/Direction | 45 Minutes |
| 1.6 Draft Resolution No. 04-030 Des Moines Rotary Wine & Seafood Festival
<i>continued to 3/25 - 3 marked changes Joe will communicate the rest</i> | Rotary Representative/City Atty. | Approval | 30 Minutes |
| 2.7 4 th of July Fireworks Over Des Moines
<i>sent for 3/25 do draft resolution like Fireworks 2003, + email to Patrice</i> | Parks & Recreation Director | Discussion/Direction | 30 Minutes |
| 3.4 Redondo Boat Launch - Change Order & Budget Adjustment
<i>passed 6-0 - Susan left</i> | Assistant City Manager | Approval | 20 Minutes |

NEXT MEETING DATE: Regular Meeting March 11, 2004

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Intergovernmental Relations Policies
and Positions

ATTACHMENTS:
2002 Intergovernmental Relations Policies
and Positions

FOR AGENDA OF: March 4, 2004

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: February 23, 2004

CLEARANCES:

[] _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to allow the City Council to review the City's current Intergovernmental Relations Policies and Positions and make any modifications, additions, or deletions that are deemed necessary.

Suggested Motions

"I move to adopt the Intergovernmental Relations Policies and Positions as amended by the City Council."

Background

The City Council first adopted a set of intergovernmental relations policies and positions in 1998, to let the public and our state and national legislative delegations know the official positions of the City of Des Moines on a variety of issues and subjects. Having adopted positions also allows staff to accurately relate the City's positions when discussing issues with other elected officials, in particular our state senator and representatives. Since these positions were first adopted, the City Council has, from time to time, amended and updated them. The last review of these positions was in February 2002, with formal adoption at the April 25, 2002, City Council meeting.

Discussion

Given that circumstances related to a few of these policies and positions have changed over the last two years, that the City Council has not reviewed or changed them for almost two years, and that other issues have arisen on which the Council may want to take a position, it is reasonable for the Council to review and amend these policies and positions as needed. For example, item B.1.a. relates to the Mt. Rainier Pool. Since the City now owns the pool, the Council may want to eliminate or modify this position. Item B.2.z. should be changed to reflect that the legal challenge of the Utilities and Transportation Commission's ruling on city rights-of-way and Puget Sound Energy has been fully adjudicated but that the current rules regarding relocates and undergrounding are not what was in effect (and desired by the City to be maintained) several years ago.

Several issues that have come up since the last time the City Council updated the intergovernmental relations policies and positions that Council may want to take a position on. Examples of new issues include: the Streamlined Sales Tax efforts and the sourcing rule, applying existing sales tax laws to purchased made via the internet and telephone, efforts to change the number of King County councilmembers, and the new initiative that would reduce property tax collections by twenty-five percent. Staff will work on a list of new issues for the Council to consider at the February 26th meeting.

Alternatives

Council may chose not to update the intergovernmental relations policies and positions, leaving them as they currently are. Council may also chose to change and/ or add policies and positions not noted in this agenda item.

Financial Impact

None.

Recommendation

Staff recommends that Council review the attached intergovernmental relations policies and positions and make changes as it feels are necessary or reaffirm the current positions.

Concurrence

None.

City of Des Moines

2002 Intergovernmental Relations Policies and Positions

A. General Policies

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

B. Intergovernmental Positions

1. Metropolitan King County
 - a. The City will not accept responsibility for ownership or operation of the Mt. Rainier pool without full compensation or new revenue sources sufficient to offset operating and capital deficits. Any revenue stream must be able to meet all future annual operating deficits as well as provide sufficient capital reserves to maintain the pool in a safe, useful, cost efficient, and attractive condition.
 - b. King County should fund regional human service needs from current or future county revenues. Des Moines should remain a provider of local human services.
 - c. Any King County budget or service reductions should treat residents of incorporated and unincorporated areas equally.
 - d. King County Metro should provide the following transit services to Des Moines residents.
 - (1) Existing routes
 - (2) Metro should restore service lost to cutbacks in 2000.
 - (3) Provide looped service to the Woodmont and Redondo areas of Des Moines.

- (4) Provide Dial-a-Ride service to the citizens of Des Moines.
 - (5) Continue to fund the Access transit program.
 - (6) Institute the planned rapid transit route along Pacific Highway S. to and from the Tukwila Sounder rail station.
 - e. The City will participate in the WRIA9 water quality improvement process. Any new sources of revenue from Des Moines residents to support projects should be subject to City Council review and authorization.
 - f. The City of Des Moines supports other suburban cities in their negotiations to have King County fund infrastructure improvements in unincorporated areas prior to annexation. New unincorporated developments should provide urban level improvements such as adequate right-of-way, curb, gutter, underground utilities, etc.
 - g. The City strongly supports retention of full local authority to operate municipal courts.
 - h. The City opposes re-initiation and expansion of fill mining operations on Maury Island.
 - i. The City supports 24-hour booking at the Regional Detention Center in Kent.
 - j. King County should respect previous agreements regarding regional governance.
2. State of Washington
- a. The City supports additional funding for local criminal justice needs and training.
 - b. Des Moines supports added funding to meet local and regional transportation needs.
 - c. Any electric utility deregulation should not result in increases for local rate payers and should provide for consumer aggregation options for bulk purchases. (This policy also applies at the federal level.)
 - d. The City supports tort reform that reduces municipal liability and exposures.

- e. The City opposes legislation that preempts local zoning control.
- f. Des Moines supports legislation that treats City leases of DNR aquatic lands equal to Port leases.
- g. The City opposes personnel and labor relations legislation which diminishes its management rights or mandates additional unfunded programs and benefits. (This policy also applies at the federal level.) Des Moines supports legislation providing civil immunity from reference checks.
- h. The City supports continued improvements to high speed passenger rail travel from Portland to Vancouver, B.C. to reduce dependence on planes and automobiles.
- i. The City supports legislation which would abolish the 1889-1890 right-of-way vacation by operation of law statutes.
- j. The City supports legislation returning to Des Moines at no cost and with no conditions any portions of the SR-509 right-of-way not used for traffic improvements.
- k. The City opposes any legislation which directly or indirectly aids in the expansion of Sea-Tac International Airport. (This policy also applies at regional and federal levels.)
- l. The City opposes any legislation which reduces the authority of cities to annex territory.
- m. The City opposes legislation which reduces the authority of cities to assume special purpose districts.
- n. The City supports legislation that requires either sponsors of essential public facilities or jurisdictions in which EPF's are located to fully mitigate environmental, social, and economic impacts of the EPF in neighboring impacted jurisdictions.
- o. The City opposes legislation that would reduce municipal control over city streets and rights-of-way.
- p. The City supports legislation to provide cities with permanent full replacement revenues to offset State funding lost due to I-695.
- q. The City supports legislation to elect Port commissioners by district.

- r. The City opposes mandatory requirements for affordable housing and housing growth targets.
 - s. The City supports legislation clarifying the right of cities to exercise use and zoning powers with respect to gambling activities, including the power to adopt moratoria, interim zoning controls, and prohibit gambling activities.
 - t. The City supports legislation or regulation requiring the covering of loads for vehicles hauling dirt, rock, sand, and gravel.
 - u. The City supports legislation to increase the local share of municipal court fines and forfeits.
 - v. The City supports legislation to allocate surplus LEOFF I pension funds to local government to assist in meeting LEOFF I medical and long term care obligations.
 - w. The City supports legislation to remove the requirement that cities update their Shoreline Management Plans every two years and replace it with a more realistic 3-4-5 year schedule. In addition, Des Moines supports full state funding for the SMA updates.
 - x. The City supports legislation establishing a state process for siting a major supplemental airport and other essential public facilities of a regional nature.
 - y. The City supports legislation to extend the deadline for GMA critical areas updates to 2004-2007.
 - z. The City supports legislation and legal appeals that overrule recent Washington Utilities and Transportation Commission decisions regarding city rights-of-way and Puget Sound Energy. Cities should not be required to purchase private easements for utilities and current rules regarding utility relocates and undergrounding should be maintained.
3. Federal
- a. Utility deregulation – see Policy B.2.c.
 - b. Airport – see Policy B.2.k.
 - c. Personnel – see Policy B.2.g.
 - d. The City supports continued Block Grant funding.

4. Interjurisdictional and Regional

- a. For purposes of the EIS review, the City supports the extension of SR-509 along the preferred alternative route C-2 to I-5 in the vicinity of S. 210th-S. 211th. Phase I should guarantee completion of the route from I-5 to SR509. The project must also include the planned south access route.
- b. The City supports completion of the higher speed south access route from the SR-509 extension to the south end of the airport to be funded by the Port of Seattle.
- c. The City supports the construction of the 28th-24th arterial as a separate business access roadway and opposes any interim use of this route for airport south access.
- d. The City supports efforts to reduce King County jail costs and/or to provide lower cost jail services in Yakima, Okanogan, or other counties.
- e. The City supports straightening the Kent-Des Moines boundary on Highway 99 south of Kent-Des Moines Road so that Highway 99 would be the dividing boundary between the two cities.
- f. The City generally supports local, state, and regional efforts to proactively improve salmon habitat to avoid imposition of more restrictive and less flexible federal standards.
- g. The City supports and encourages local water districts to engage in regional and local efforts to ensure adequate future water through conservation and development of new supplies.
- h. The City supports completion of Sound Transit RTA routing to S. 200th in Phase I. Phase II should be routed along I-5 adjacent to Des Moines with minimal disruption to Pacific Ridge.
- i. The City supports retention of local control over its roads.

Adopted by the
Des Moines City Council
April 25, 2002

AGENDA ITEM

check of
Pattie Joe
Scott
what else
is
needed.

SUBJECT: Des Moines Rotary Club
Wine and Seafood Festival

ATTACHMENTS:

A. Draft Resolution No. 04-030
for the Des Moines Rotary Wine and
Seafood Festival

B. Draft Agreement

AGENDA OF: March 4, 2004

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: February 24, 2004

CLEARANCES:

☒ Harbormaster
☒ City Attorney *Lin*

APPROVED BY THE CITY MANAGER

FOR SUBMITTAL *AP*

Purpose:

The purpose of the agenda item is request City Council adoption of Draft Resolution No. 04-030 for the Rotary Wine and Music Festival to take place March 11-13, 2005 at the Des Moines Marina.

Motion is to approve Draft Resolution No. 04-030 in support of Des Moines Rotary Club's Wine and Seafood Festival.

Background:

The Des Moines Rotary Club presented Des Moines City Council with an overview of its plan for a three-day, Friday through Sunday, wine and music festival to be held at the Des Moines Marina in March 2005. The Rotary Club asked for City Council approval for the use of the Marina parking lot area and asked to be advised on the terms and conditions under which such use would be granted.

The proposed festival features selected Washington State wineries, musical entertainment and local seafood restaurants. Its intent is to promote the Des Moines community and businesses and to raise funds for charitable community and educational projects supported by the Des Moines Rotary Club. This first annual festival has been in the planning stages for the past year.

The Des Moines Rotary Club has committed to present a well-planned, successful and professional festival that will advertise and enhance the Des Moines business community and add to the quality of life of the citizens of the community.

Discussion:

The event would be tented and gated and would meet all city and fire codes and state liquor board requirements. Security officers would be provided and no one under 21 years of age would be admitted. The Rotary Club would work closely and cooperatively with City and Fire

District departments to ensure event safety and security. The Rotary Club would provide insurance liability coverage for the event.

The festival would be open for limited promotional activities involving the media and the sponsors on Friday afternoon, from 10:00 a.m. to 6:00 p.m. on Saturday and from 12:00 p.m. to 5:00 p.m. on Sunday. The hours were selected to avoid interfering with and to support the evening restaurant businesses in the area.

Sponsorships ranging from \$100.00 to \$5,000.00 would be solicited to finance festival overhead from hotels, motels, restaurants, suppliers, car rental companies and other area businesses. An event admission of twenty dollars per person would be charged.

Event set-up would take place on the preceding Thursday and removed the following Monday. Portable sanitary facilities and garbage bins would be provided for the event. Other than the ingress, parking and egress of vehicles, there would be no activities held outside of the tented and gated area.

It is projected that approximately 1,500- 2,000 wine spectators will attend the Festival over a three-day period. Due to the extended hours of the event, time of year and the demographics of the anticipated crowd, impacts to Marina tenants and neighboring residents would be minimal. Parking lot turn over is expected to allow for little or no vehicular spillage onto side streets or neighboring parking lots.

Alternatives:

None provided.

Financial Impact:

There will be minimal impact to the City of Des Moines Marina operations. In fact, the event is intended to highlight Des Moines and the Marina facility drawing from the boating community to fill the Marina's available transient moorage during the off-season. City departments such as Police, Marina and Parks have been consulted regarding this event and are convinced that the event will not detract from normal city operations.

Recommendation/Conclusion:

City Administration concludes that the Rotary Wine and Seafood Festival is a positive economic draw for the Des Moines community and therefore recommends approval of the use of the Marina parking lot for this special event.

Concurrence:

This request came before Des Moines City Council at the February 12, 2004 meeting. Staff was asked to prepare a Draft Resolution for City Council approval at that time.

DRAFT RESOLUTION NO. 04-030

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the Des Moines Rotary Club ("Rotary Club") to conduct its 2005 Poverty Bay Wine and Music Festival ("Festival") at the Des Moines Marina and listing conditions under which such permission is granted.

WHEREAS, the Rotary Club wishes to conduct its first annual Festival in March 2005 at the Des Moines Marina, and

WHEREAS, the Rotary Club will solicit sponsors to assist in financing the Festival from hotels, motels, restaurants, suppliers, car rental companies, and other area business, 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,

WHEREAS, the Festival will ~~and~~ 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 conduct the 2005 Poverty Bay Wine and Music Festival ("Festival") during the period of March 11, 2005 through March 13, 2005 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 2005 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.

(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 purchase liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City thirty (30) 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.

7 (5) Normal fees for conduct of a community event shall be waived where possible, excepting those fees required by another governmental agency, provided the event subject to such permit or fee is fully sanctioned by the Rotary Club and complies with all necessary requirements, including health regulations and liquor board controls.

(6) 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:

delete ~~(a) The City Manager is authorized to close the boat launch facility at the Des Moines Marina during the Festival for the purpose of public safety.~~ ✓

(b) 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.

(c) The hours of operation of the Festival shall be as follows:

Friday, March 11, 2005	3:00 p.m. to 6:00 p.m.
(Friday activities to include only limited promotional activities involving the media and sponsors)	
Saturday, March 12, 2005	10:00 a.m. to 6:00 p.m.
Sunday, March 13, 2005	12:00 noon to 5:00 p.m.

A Des Moines Police Department command officer will have the authority to close the Festival down at any time should it be necessary, following assessment of any security issue.

(d) The Rotary Club will be responsible for providing security officers for the event, and will provide portable sanitary facilities and garbage bins at its own expense.

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

(f) The Rotary Club will obtain necessary special occasion licenses from the Liquor Control Board and will not allow admission to minors.

(g) All retail sales of food, wine, and merchandise will be subject to permission of the Rotary Club.

? (h) To enhance the security of the patrons of the Festival, the Rotary Club shall ~~be authorized to~~ *be authorized to* tent and fence the center parking area of the Marina for use as the Festival grounds. The tent shall have side walls, and will meet fire code requirements. The layout of the Festival grounds shall be presented to the City Manager or his designees for review and approval at least ninety (90) days before the date of the Festival.

(i) An admission fee will be charged by the Rotary Club.

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 and

Resolution No. ____
Page 4 of ____

^ , property, including, but not limited to, the Des Moines Marina,
, City parks, and public rights-of-way.

^ , 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 Current
newsletter.

ADOPTED BY the City Council of the City of Des Moines,
Washington this ____ day of _____, 2004 and signed in
authentication thereof this ____ day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES:04-030

**AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE DES
MOINES ROTARY CLUB
2005 POVERTY BAY WINE AND MUSIC 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 DES MOINES ROTARY CLUB (hereinafter "Rotary Club") for the 2005 Poverty Bay Wine and Music 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 and Music 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 2005 Festival in compliance with the conditions outlined in City of Des Moines Resolution No. ___, 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. 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 Des Moines Rotary Club 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 Des Moines Rotary Club 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 Des Moines Rotary

Club and their respective officers, agents, and employees, or any of them, the Des Moines Rotary Club shall satisfy the same.

(d) The Rotary Club shall purchase 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 thirty (30) 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.

(h) The hours of operation of the festival shall be:

Friday, March 11, 2005	3:00 p.m. to 6:00 p.m.
(Friday activities to include only limited promotional activities involving the media and sponsors)	
Saturday, March 12, 2005	10:00 a.m. to 6:00 p.m.
Sunday, March 13, 2005	12:00 noon to 5:00 p.m.

(i) A Des Moines Police Department command officer will have the authority to close the Festival down at any time should it be necessary following assessment of any security issues.

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

(k) Retail sales of food, wine, and merchandise will be subject to permission of the Rotary Club.

(l) The Rotary Club will be responsible for providing security officers for the event, and will provide portable sanitary facilities and garbage bins at its own expense.

(m) The Rotary Club will obtain necessary special occasion licenses from the Liquor Control Board and will not allow admission to minors inside the tent.

(n) To enhance the security of the patrons of the Festival, the Rotary Club will tent and fence the center parking area of the Marina for use as the Festival grounds. The tent

shall have side walls and will meet fire code requirements. The layout of the Festival grounds shall be presented to the City Manager or his designees for review and approval at least ninety (90) days before the date of the Festival.

(o) An admission fee will be charged by the Rotary Club

(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, City facilities and property, including, but not limited to, the Des Moines Marina, City parks, and public rights-of-way.

(b) Normal City fees for conduct of this community event shall be waived where possible excepting those fees required by another governmental agency, provided the event subject to such permit or fee is fully sanctioned by the Rotary Club and complies with all necessary requirements, including health regulations and liquor board controls.

(c) The City authorizes the Rotary Club to utilize the official City of Des Moines logo in connection with the Festival.

(d) 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.

(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) Closure of Boat Launch Facility. The City Manager has the authority to close the boat launch facility at the Des Moines Marina during the Festival.

(6) 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, or presence of any sensory, mental, or physical handicap.

(7) 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.

(8) 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.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) 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.

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

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

(16) 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

DES MOINES ROTARY CLUB

Anthony A. Piasecki
Its City Manager
At the direction of the Des Moines City
Council by Adoption of Resolution No. ____
At an Open Public Meeting on _____

By _____
Its _____

Date _____

Date _____

APPROVED AS TO FORM:

Linda A. Marousek
City Attorney

Do draft resolution like last year's fireworks

AGENDA ITEM

DISCUSSION ITEM #3

SUBJECT: Fireworks Over Des Moines-
Fourth of July Fireworks at Des
Marina

ATTACHMENTS:

A. Fireworks Over Des Moines Contract
between Western Display Fireworks, Ltd.
and Cliff Hanna

AGENDA OF: March 4, 2004

DEPT. OF ORIGIN: Parks, Recreation and
Senior Services

DATE SUBMITTED: February 24, 2004

CLEARANCES:

send to Patrice she will work on it

☒ Parks, Recreation & Senior
Services Director *Bob*
☒ Chief of Police *Bob*
☒ Harbormaster *John*
☒ City Attorney *John*

APPROVED BY THE CITY MANAGER

FOR SUBMITTAL *AT*

passed 6-1 Sherman

Purpose:

The purpose of the agenda item is to make a proposal to City Council recommending City of Des Moines support of "Fireworks Over Des Moines" which takes place annually on July 4th at the Des Moines Marina. The proposal establishes a working partnership between the City and Fireworks Over Des Moines and sets the level of City involvement. If City Council is in agreement with the proposal to support Fireworks Over Des Moines, staff will return to Council with a Draft Resolution that could be renewed or sunset after three years.

Suggested Motion:

moved Susan, second Gay Peterson

"I move to direct staff to prepare a draft resolution, subject to renewal or sunset after three years, to support Fireworks Over Des Moines by establishing a working partnership between the City and Fireworks Over Des Moines and setting the level of City involvement."

Background:

The citizens of Des Moines have shown their interest and support of Fourth of July fireworks by organizing and providing financial support for Fireworks Over Des Moines. Private Des Moines citizen Cliff Hanna initiated the event to celebrate the birthday of our nation and as a traditional outlet to show patriotism and civic pride. With City approval, the fireworks display has launched from the Fishing Pier at Des Moines Marina since 2001. Mr. Hanna purchases the display with the help of Powell Homes (a major contributor) and donations from local businesses, service clubs and individuals. Mr. Hanna approached the Des Moines Legacy Foundation in 2001 to assist his fund raising efforts by providing the means for accepting public donations specifically earmarked for the fireworks display. After all event bills are paid, any remaining donated funds are held in an account for the following year's fireworks display. The event has continued to

grow each year. In 2003 Mr. Hanna and Powell Homes agreed to a three-year agreement (2004-2006) in the amount of \$10,000.00 per year with Western Display Fireworks, Ltd. to provide a much-improved public fireworks show for Des Moines. The Powell family has committed \$6,000.00 in support of the event in 2004. Additional community-wide fundraising will be done to meet the \$10,000.00 fireworks display budget and the additional \$1,500 cost for promotional signs and porta-potties.

Discussion:

In past years, the City of Des Moines endorsed Fireworks Over Des Moines as a positive community activity and an alternative to private use of fireworks. City staffs from the Marina, Parks, Police and Fire District 26 have been on hand in a very limited capacity at the Marina, Des Moines Beach Park and at major downtown intersections to assist with crowd control and public safety issues. Fireworks Over Des Moines paid Des Moines Police \$1,200.00 in 2001 and 2002 and \$1,600.00 in 2003 for their services.

In 2003, City staffs identified that the event had grown to the point that improved site management measures should be put into place to ensure emergency vehicle access to the Marina and for area-wide pedestrian safety. Staff observed that carloads of spectators converged on downtown neighborhoods, Marina and Beach Park parking lots at dusk to view the fireworks. The result was blocked roadways around and in the Marina and the mixing of vehicles with pedestrians in the darkness. Staffs from Police, Parks, Marina, Public Works and Legal and Fire District 26 organized a committee to find practical solutions to solve the above concerns.

Staff Committee Recommendations:

1. The City of Des Moines would become a full event partner of Fireworks Over Des Moines and provide an appropriate level of public support including logistics coordination, downtown and Marina area traffic control, road closures and parking lot management, boater safety and pedestrian safety.
2. As an event partner, the City would promote the event to its citizens and encourage the traditional celebration of our nation's birth with a public fireworks display. The City would utilize its 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 event.
3. Along with Cliff Hanna, Powell Homes and Des Moines Legacy Foundation, the City would encourage Des Moines' businesses, Service Clubs, neighborhoods and citizens to support Fireworks Over Des Moines as a community celebration through contribution of funds, volunteerism and attendance.
4. As an official City of Des Moines special event, Washington Cities Insurance Authority would cover Fireworks Over Des Moines event liability. Western Display Fireworks Ltd. would secure all permits and provide \$2,000,000.00 liability insurance to cover the discharge of fireworks naming the City of Des Moines, King County Fire District 26, Powell Homes, Cliff Hanna and the Des Moines Legacy Foundation as additionally insured.

Alternatives:

Volunteer organizers cannot provide the needed level of event management without adequate City support.

Financial Impact:

In their normal course of business City departments such as Police, Marina and Parks staff work during the Fourth of July holiday in support of City facility visitors and customers and for

the protection of vulnerable properties from vandalism. Although, Des Moines Municipal Code 19.08.030.4 prohibits exploding fireworks in City Parks and at the Marina, staff is needed to take added precautions to protect these properties. It is anticipated that the additional City cost for providing improved logistical support for the Fourth of July event will be minimal compared to the increased public safety benefits and goodwill that City participation provides. Therefore, staff proposes that it is in the best interest of the City to provide event management support as an event partner of Fireworks Over Des Moines.

Attached is a three-year projection regarding event costs. In 2004, City services will be limited to site and traffic management. In years 2005 and 2006 staff anticipates event growth that may include activities such as a community BBQ, entertainment, family games, vendors and other community involvement. Extending the event hours earlier into the day will increase the cost of City services by a nominal amount. City staff project that the 2004 event will cost approximately \$5,000 in city staff time. Departments will track actual time spent on this event and report to City Council the net program cost to the City of Des Moines. King County Fire District 26 event expenses are not included in these projections. Although the Fire District is on hand during the event it has not charged Fireworks Over Des Moines for services in past years.

Proposed Fireworks Over Des Moines Budgets

<u>City Event Expense Budget</u>	<u>2004 Costs</u>	<u>2005 Costs</u>	<u>2006 Costs</u>
Insurance	\$0 (WCIA covers)	\$0	\$0
Marina/Parks/Police/Public Works Staff	\$5,000.00	\$6,500.00*	\$6,500.00*
Future Entertainment/Family Activities	\$0	\$2,000.00**	\$2,000.00**
Total City of Des Moines	\$5,000.00	\$8,500.00	\$8,500.00

* Increased staff costs are based on extending program hours

** Entertainment costs may be off set by grants or other revenues

<u>Sponsor Event Expense Budget</u>	<u>2004 Costs</u>	<u>2005 Costs</u>	<u>2006 Costs</u>
(Costs to be defrayed where possible by in-kind services*):			
Infrastructure- Garbage, Potties	\$500.00	\$500.00	\$500.00
Fireworks Show	\$10,000.00	\$10,000.00	\$10,000.00
Signage/Misc.	\$1,000.00	\$1,000.00	\$1,000.00
Total Sponsors	\$11,500.00	\$11,500.00	\$11,500.00

Des Moines Legacy Foundation

<u>Event Expense Budget</u>	<u>2004 Costs</u>	<u>2005 Costs</u>	<u>2006 Costs</u>
Fundraising Accounting	\$0 (Volunteer Board)	\$0	\$0
Future Concert/Community BBQ	\$0	\$2,000.00	\$2,000.00
Total Des Moines Legacy Foundation	\$0	\$2,000.00	\$2,000.00

Recommendation/Conclusion:

The City and Fire District staff committee concludes that Fireworks Over Des Moines is a positive community activity worthy of government support. The committee recommends Des Moines City Council enter into a three-year partnership with Fireworks Over Des Moines community volunteers Cliff Hanna and Powell Homes through a Resolution in support of the event. The Des Moines Legacy Foundation Board of Directors has agreed to sponsor the 2004 Fireworks Over Des Moines by providing the conduit for tax-deductible contributions to the event.

Concurrence:

Des Moines City Manager Piasecki, Chief of Police Baker, Parks, Recreation and Senior Services Director Thorell, Harbormaster Dusenbury and City Attorney Marousek.

CONTRACT AND PURCHASE ORDER

THIS AGREEMENT between WESTERN DISPLAY FIREWORKS, LTD and the undersigned here and after shall be referred to as WESTERN and DES MOINES JULY 4th FIREWORKS COMMITTEE here and after shall be referred to as the SPONSOR.

WESTERN agrees to supply fireworks and pyrotechnic operators for the sum of TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00) on the following designated date(s) and location: JULY 4, 2004 AT DES MOINES, WASHINGTON.

TOTAL CONTRACT PRICE FOR PROPOSAL (PROPOSALS) NUMBER * ** INCLUDES:** Merchandise as described, use of company owned mortars and equipment, delivery and firing by a licensed pyrotechnician and crew covered under worker's compensation insurance, \$2,000,000 display liability insurance, and sales tax.

****SPONSOR TO PROVIDE 8 YARDS OF SAND AND A SMALL TRACTOR FOR THE CREW TO TRANSPORT EQUIPMENT TO AND FROM THE SITE. SPONSOR TO MEET EVENT PERMIT REQUIREMENTS AS NEEDED BY CITY OF DES MOINES****

WESTERN'S RESPONSIBILITIES: WESTERN agrees that it shall be the responsibility of the pyrotechnic operator in charge, acting on behalf of the party of the first part, to cancel or delay said display if in his/her judgment circumstances beyond the control of either parties poses an extraordinary risk to the health and safety of any persons or property within the vicinity of the display.

SPONSOR'S RESPONSIBILITIES: SPONSOR agrees that in accordance with NFPA 1123 OUTDOOR DISPLAY OF FIREWORKS 2000 Edition (National Fire Protection Association) 4-1.1.1, the SPONSOR shall consult with the authority having jurisdiction to determine the level of fire protection required and provide adequate fire protection for the display. It is further agreed that in accordance with NFPA 1123 4-1.2 that the SPONSOR shall provide monitors whose sole duty shall be the enforcement of crowd control located around the display area during the display and until the discharge site has been inspected after the display.

TERMS: TOTAL CONTRACT PRICE OF TEN THOUSAND DOLLARS AND NO/100 (\$10,000.00) IS TO BE PAID AS FOLLOWS: 25% OF TOTAL CONTRACT, \$2,500.00, IS DUE BY MAY 1, 2004; THE REMAINING BALANCE OF THE CONTRACT, \$7,500.00, IS DUE IN FULL ON OR BEFORE JULY 14, 2004. IF THE DISPLAY IS CANCELLED PREVIOUS TO DEPARTURE FROM OUR FACILITY AND CANNOT BE FIRED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 25% OF THE TOTAL CONTRACT PRICE (\$2,500.00) FOR RESTOCKING COSTS INCURRED. IF THE PHYSICAL SETUP OF THE SHOW HAS BEEN COMPLETED AND THE SHOW MUST BE CANCELLED DUE TO CONDITIONS OR REASONS BEYOND THE CONTROL OF WESTERN, THE SPONSOR AGREES TO PAY 100% OF THE CONTRACT PRICE, \$10,000.00, FOR ADDITIONAL COSTS INCURRED. SPONSOR RECOGNIZES THAT BECAUSE OF THE NATURE OF FIREWORKS, AN INDUSTRY ACCEPTED LEVEL OF 3% OF THE PRODUCT USED IN ANY DISPLAY MAY NOT FUNCTION AS DESIGNED AND THIS LEVEL OF NONPERFORMANCE IS ACCEPTABLE AS FULL PERFORMANCE.

PO BOX 932
ANBY, OREGON
9713

INTEREST at 1 1/2% per month (AN ANNUAL PERCENTAGE RATE OF EIGHTEEN PER CENT PER ANNUM A.P.R. 18%) will be charged on all accounts 30 days past due, and buyer agrees to pay the same. Buyer also agrees to reimburse WESTERN DISPLAY FIREWORKS, LTD for its attorney fees incurred in collection if this account is delinquent

CONTRACT VALID WHEN SIGNED BY SPONSOR REPRESENTATIVE

Cliff P. Hanna
Sponsor Representative (print)

Cliff P. Hanna
Sponsor Representative Signature

Robert L. Gobet
Western Display Fireworks, Ltd.
Robert L. Gobet, President
Judith A. Gobet, Vice President



Contract

This Agreement between Western Display Fireworks, Ltd. here and after shall be referred to as WESTERN and DES MOINES JULY 4TH here and after shall be referred to as the SPONSOR.

By agreeing to commit to purchase fireworks from Western before January 5, 2004, Sponsor qualifies for the following special offer.

With your 2004 order, you can receive additional display shells to be included in your show, such as:

36-2 1/2" Assorted Color Chrysanthemum with Tails
36-2 1/2" Brilliant Color Shells and Crackling Effects with Crackling Tails
36-2 1/2" Vibrant Color Shells and Palm Core with Silver Tails
36-2 1/2" Super Dragon Eggs and Sparkling Color with Tails
36-2 1/2" Glittering Coconut Shells with Crackling Tails
36-2 1/2" Radiant Color Strobe Shells and Gleaming Strobe Tails
36-2 1/2" Luminous Color Shells and Thundering Titanium Salute with Silver Tails
36-2 1/2" Ruby Red, Sapphire Blue Shells, and Titanium Salutes with Comet Tails

216 Total 2 1/2" shells at no additional cost

These products are packaged as preloaded multi shot boxes, and is based on your 2004 budget of \$10000.00

If your 2004 show increases, additional product will be given based on your final budget. The exact amount of product will be based on your 2004 budget. Similar additional product will be given for your firework display events in 2005 and 2006.

As the SPONSOR, you agree to negotiate, in good faith, with Western first regarding all firework presentations the SPONSOR may consider having in the years 2004, 2005 and 2006. In addition, Western will be given the Right of First-Refusal for the SPONSOR presented firework display events in the years 2004 through 2006.

This agreement shall bind the parties hereto, and also their respective successors in interest, personal representatives and assigns. The person signing below certifies that he/she is duly authorized to enter into this agreement on behalf of DES MOINES JULY 4TH

1. BOX 932
ANBY, OREGON
013

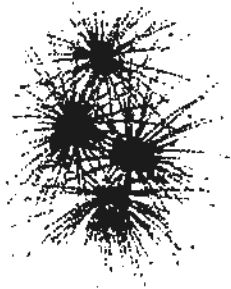
Cliff P. Hanna
Sponsor Representative (print)

Western Display Fireworks, Ltd.
Robert L. Gobet, President
Judith A. Gobet, Vice President

Cliff P. Hanna
Sponsor Representative Signature

For: Fireworks Over Des Moines

Date: 1-22-04



WESTERN
DISPLAY
FIREWORKS

December 8, 2003

Cliff Hanna, Des Moines Fireworks Committee
Des Moines Legacy Foundation
28700 5th Place South
Des Moines, WA 98198

Dear Cliff:

We are excited in the opportunity of providing the Des Moines Independence Day fireworks show for 2004. We wanted to follow up on our recent communications about your event.

We have also forwarded a sample of our insurance coverage to Denis Staab, City Clerk, City of Des Moines. The City is satisfied that the \$2,000,000.00 liability coverage will meet their requirements. They reminded us that additional council agreements must be submitted and approved prior the event.

Each year Western's goal is to provide our customers with the best service possible in every aspect of their firework display. Western designs each show individually for maximum effect in your particular arena. After the first of the year, we will receive our new products into inventory. At that time, we will provide a complete product listing for your show. That guarantees that your show will consist of exactly the correct product as designed.

We have added some terrific new competition grade import shells to our product line. Our quality products are sure to create a beautiful show and be a real crowd pleaser for the 2004 fireworks display. We will include specialty shells and assorted barrages of unique pyrotechnic devices, all displayed in a distinctive style that will WOW your audience.

Please note the contract for the 2004 show. We have also included an additional incentive package that provides you with additional pyrotechnic products at no cost to you. If everything meets with your approval, please sign both copies of the contracts, keep one copy for your records, and return one to us in the envelope provided. We will issue a certificate of insurance and start processing the permits when we have received your confirmed contract.

As you know Western Display Fireworks has been creating pyrotechnic displays in the Northwest for over 57 years, from private parties to major community events in the Washington, Oregon, California, Idaho, Nevada, Alaska and throughout the nation. We strive to supply our sponsors with quality products from around the world, displayed in a beautiful and safe manner by trained pyrotechnicians.

PO BOX 932
ANBY, OREGON
97103

WESTERN 2068249030



Few forms of entertainment can match the **power, beauty and excitement** of a fireworks display. Fireworks not only boost event attendance, but also encourage visitors to stay longer, making them a popular addition to festivals and celebrations of all sizes any time of the year.

Western Display Fireworks has an impressive list of clients, years of experience and the knowledge and expertise to provide a truly spectacular fireworks performance. If there is anything we can do to assist you in your efforts, don't hesitate to call.

We thank you for your interest and appreciate the opportunity to serve you.

Remember with Western -- **THE SKY IS THE LIMIT!**

Sincerely,

Norm Rose, Sales Manager
Western Display Fireworks, Ltd.

P.O. BOX 932
SEASIDE, OREGON
97138

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Redondo Boat Launch Improvements

FOR AGENDA OF: March 4, 2004

DATE SUBMITTED: February 27, 2004

ATTACHMENTS:

DEPT

CLEARANCES:

[]

[]

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose & Recommendation

The purpose of this agenda item is to outline unforeseen costs at Redondo due to unsuitable native soils, and to appropriate funds to remediate soil conditions and complete the landscape arbors.

*Daniel move
Maggie second
passed 6-0*

Motion: "I move to appropriate the following funds to the Redondo Boat Launch Improvement Project: 1) an increase in the IAC grant in the amount of \$16,325; 2) \$11,690 of the Comcast tideland lease revenue; and \$15,820 of Marina bond revenue. This motion includes authorizing the City Manager to enter into the necessary agreements to accept the grant funds and complete the construction project as outlined in Council packet materials."

Background

Soils

There are native soils within the parking lot of Redondo Park that are unstable and not suitable for supporting pavement and vehicles. As mentioned in previous Council briefings, \$10,700 has been spent to date removing poor soils and importing structural fill. If this soil problem were not present, the project would probably be complete by this time. A geotechnical engineer has studied the existing soils and has created a plan to correct the problem "once and for all". The soils work was not budgeted and a Council appropriation is requested.

Landscape Arbors

On January 22, 2004, the City Council accepted a \$20,000 from King County for the landscape arbors within the Redondo parking lot. The total cost of the arbors is \$36,325. Washington State Interagency Committee for Outdoor Recreation (IAC) has agreed to fund the remaining

cost of the arbors. Council authorization to accept and expend \$16,325 in additional grant funds is requested.

Discussion

Soils

The geotechnical engineer suggests that concrete be mixed with the native soils to create a durable sub-base for the asphalt parking lot. Concrete would be mixed with the soils to a depth of 6-12 inches. No soil export or import would be required. The engineer has indicated that: 1) this will be an excellent long-term solution; and 2) the cost is equivalent to that of exporting native soils and importing structural fill. The work can be completed quickly (1-2 days) and we can then proceed with installing the gravel sub-base and the asphalt paving. The cost of the adding the concrete is \$27,510. This is an additional cost not budgeted in this project. Poor soil conditions are a common problem with our capital projects.

Staff recommends the following funding sources for this cost increase:

Remaining revenue from the Comcast tidelands lease:	\$11,690
Marina bond revenue:	<u>\$15,820</u>
Total	\$27,510

If Council concurs, a motion to appropriate these funds is needed.

Landscape Arbors

Landscape arbors were included in the original plans for the renovation of the boat launch parking lot, but eliminated from the construction contract to keep the project within budget. The arbors are a decorative feature that will enhance the image and character of Des Moines. Staff has secured outside funding for the arbors. Expenses paid by the City will be for minor items such as applying a protective finish and adding decorative lighting. The columns for the arbors have been installed. IAC has agreed to fund the cost of the arbors not covered by King County. Happily, the County funds represent the City's match for the IAC grant money. Funding sources can be summarized as follows:

King County (approved by Des Moines 1/22/04):	\$20,000
IAC grant increase:	<u>\$16,325</u>
Total	\$36,325

If Council concurs, a motion to accept and appropriate the additional IAC grant funds is needed.

Staff expects that this agenda item will be the last request for additional funds for the Redondo Boat Launch Improvement Project.

Alternatives

Soils

1. Approve the appropriations recommended by staff.
2. Do not pave and open the parking lot until the native soils have fully dried (August 2004). This alternative also includes some risk that the useful life of the parking lot paving will be reduced since poor soils will be left in place.
3. Identify an alternative funding source.

Landscape Arbors

1. Accept the additional \$16,325 in IAC grant funds and complete the landscape arbors.
2. Do not accept the additional IAC grant funds and identify an alternative funding source.

Financial Impact

Staff's recommendation reduces the amount of bond proceeds available for improvements at the Marina by \$15,820.

Recommendation

Approve the appropriation as presented by Administration.

Concurrence

None.

