AMENDED AGENDA

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

11th Avenue S, Des Moines, Washingtor Thursday, May 4, 2023 - 6:00 PM

City Council meeting can be viewed live on the City's website, Comcast Channel 21/321 or on the City's YouTube channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

<u>Correspondence</u>

COMMENTS FROM THE PUBLIC

Public Comment 05.04.2023

CITY MANAGER REPORT

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

<u>Motion</u> is to approve for payment vouchers through April 20, 2023 and payroll transfers through April 20, 2023 in the attached list and further described as follows:

EFT Vendor	#8170-8285	\$ 547,645.06
Payments	#0170-0209	Ψ 5+1,0+5.00
Wires	#2172-2200	\$2,783,271.03
Accounts Payable Checks	#164852-164878	\$ 231,671.16
Payroll Checks	#19667-19671	\$ 4,035.87
Direct Deposit	#5076-5265	\$ 472,376.38

Total Checks and Wires for A/P and Payroll: \$4,038,999.50

Approval of Voucher

Item 2. APPROVAL OF MINUTES

<u>Motion</u> is to approve the April 06, 2023 City Council Study Session minutes, and the April 13, 2023 City Council Regular Meeting minutes.

Approval of Minutes

Item 3. 2023 DES MOINES FARMERS MARKET AGREEMENT

<u>Motion</u> is to approve the Agreement with the Des Moines Farmers Market for the 2023 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina, and authorize the City Manager to execute the Agreement substantially in the form as attached.

2023 Des Moines Farmers Market Agreement

Item 4. SOUTH SOUND BOATING SEASON OPENING DAY PROCLAMATION

<u>Motion</u> is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 13, 2023.

South Sound Boating Season Opening Day Proclamation

Item 5. HAZARD WASTE MANAGEMENT PROGRAM - GRANT AGREEMENT

Motion is to accept the Seattle-King County Department of Public

Health LHWMP Grant and authorize the City Manager to sign the grant document substantially in the form as attached.

Hazard Waste Management Program - Grant Agreement

Item 6. 2023 PASSENGER FERRY PILOT IMPLEMENTATION

<u>Motion 1</u> is to ratify and approve the Operation Agreement with PROPSF in the amount of \$578,206 to operate the passenger ferry pilot program for 2023, and authorize the City Manager to sign the Agreement substantially in the form as attached.

<u>Motion 2</u> is to approve the Operations Management Agreement with Maritime Consulting Partners in an amount not to exceed \$108,000, and authorize the City Manager to sign the Agreement substantially in the form as attached.

2023 Passenger Ferry Pilot Implementation

Item 7. DRAFT ORDINANCE 23-024, RELATING TO CONTROLLED SUBSTANCES AND DRUG USE IN PUBLIC PLACES

<u>Motion 1</u> is to suspend Rule 26(a) in order to enact Draft Ordinance No. 23-024 on First Reading.

<u>Motion 2</u> is to enact Draft Ordinance No. 23-024 prohibiting the use of controlled substances or drug paraphernalia in public places, and adding two sections to Chapter 9.28 DMMC.

NEW BUSINESS

Item 1. HOUSING ACTION PLAN

Staff Presentation by Community Development Denise Lathrop

Housing Action Plan
Housing Action Plan

Item 2. DRAFT ORDINANCE 23-024, RELATING TO CONTROLLED SUBSTANCES AND DRUG USE IN PUBLIC PLACES
Staff Presentation by City Attorney Tim George

Item 3. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

May 11, 2023 City Council Regular Meeting

ADJOURNMENT

Petition 05.04.2023

From: <u>ann stieglitz</u>

To: Ken Thomas; CityCouncil

Subject: ** REDONDO / APPROX ONE YEAR LATER **

Date: Friday, April 28, 2023 6:43:53 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Chief Thomas, Council:

I personally started making requests approximately A YEAR ago to significantly address the noise and the racing in Redondo; the signs were moved however the laws are still NOT being enforced to the extent that they could be, the city of DM officially expanded and designated "park" areas long ago to accommodate placement of speed cameras, the speed study (albeit very short) was done months ago, however still no speed cameras.

Today I inquired with David Emery (who the city designated as the contact person with respect to Redondo community communications) what the status is **to date** on the speed cameras, he replied he has heard **nothing** from the city specific to the cameras for months. Note that many residents, including myself, are not in David's association, so one contact does not serve Redondo.

The sun is out, the crowd of violators in Redondo have now returned, we need the cameras.

PLEASE ADVISE:

Who applies for these permits, the city or the camera company?

Has one person from the city been assigned to oversee the permit process, if so, who? Is the city pushing to expedite the permits?

Once the permits are granted how long will it take to have the cameras up and running? OR is the city at another stopping point on speed camera project, if so, why?

Thank you in advance for a prompt reply.

Ann Waara

From: <u>V L Andrews</u>

To: <u>CityCouncil</u>; <u>Michael Matthias</u>

Subject:Fw: The Good, The Bad, The Ugly, Part TwoDate:Saturday, April 15, 2023 3:53:53 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Sorry, I wasn't quite done but my computer decided I was. At least give me a chance to finish strong. Scroll down.

Thanks, Victoria Andrews

Sent from Outlook

From: V L Andrews <vlandrews11@msn.com>

Sent: Saturday, April 15, 2023 3:34 PM

To: _CityCouncil <citycouncil@desmoineswa.gov>; mmatthias@desmoineswa.gov

<mmatthias@desmoineswa.gov>
Subject: The Good, The Bad, The Ugly

Hello, all,

<u>First, the good</u>. To the **mayor**, thank you for appointing me to be on the citizens advisory committee and for explaining how you determined the one vs. two-year appointments. My neighborhood has a lot of committed, well-educated and connected folks, and I will feel very confident being replaced by one of them at the end of my 1-year term.

Thank you as well for answering one of the questions I raised in my comments: selecting the second choice communications consultant to facilitate our meetings-that was inspired. I am really looking forward to our first meeting in May and to what we may be able to contribute.

Thanks, too, for letting us know that the 223rd bioswale project is on hold for now. Having seen and had conversations with the surveyors on my street immediately after the study was green-lighted, I was steeling myself for trees in front of my condo to come down and 223rd be widened before 2025. At least that's not immanent, and we who may be affected will know more when we will be impacted.

My thanks as well to **Deputy Mayor Buxton** for emailing me following the meeting to explain in very simple terms about my dry stack storage inquiry. I was silently high-5-ing councilmember **Achziger** when he defended building that before the Steps (BTW, loved the analogy- installing landscaping before the building), but I am sure that you will ensure that KPFF understands what you need to accommodate once the Steps and plaza are built. With the money the city is giving them, they'd better dot all the i's and cross all the t's. You'll be watching them, and so will we!

<u>The bad</u>: I agree with councilmember **Harris** in that I am a visual person. I wish we all could see (and we well might- ask KPFF for it) 3-D renderings of what you have decided. Why wasn't it at least considered? You discount everything that comes out of his mouth, even when it's a good idea. I've noticed the same with councilmember **Achziger**, but at least you don't yell at him!

The ugly: the drama! The ugliness! This is aimed specifically at **Mr. Matthias, the mayor and councilmember Harris**. No matter what Harris says, it is toxic, right? None of his ideas will make an impact, you've decided as much. So he has doubled-down and rarely votes for anything, even approving the citizen advisory committee appointments.

C'mon, **JC**, give the **mayor**- and us citizens- the benefit of the doubt. OK, so it would have been better if staff had included our resumes and references, but they didn't, for whatever reason (not enough time? not enough bandwidth? **Matthias** said no need? whatever). But it was an *onerous* application process, and you discounted us as a group because you think staff is incompetent? You think you made your point by voting no, but you earned zero points from those of us who actually care. It was mean-spirited.

To the **mayor and CM** (you, too, Harris, listen up): please stop being snarky, belligerent and irate. I implore you all to breathe before you speak. Remember you were elected (or hired!) to be professional and figure out a way to disagree as professionals. **Mr. Matthias**, you can't resist an opportunity to skewer **Achziger or Harris**- would you treat the others that way if they made similar comments or questions? I'll be happy to give you examples.

Also, **Mr. Matthias**, you continue to be peeved that citizens are still asking to weigh in on enormous expenditures of money for things you've decided every current, past or future citizen wants. I didn't live near or use the marina in 2012. I didn't know about the 2017 meeting or maybe couldn't afford the Argosy cruise. But I am involved NOW and I want my voice to be recognized. Don't penalize the citizens you are paid to serve. If different councilmembers replace the current majority, you could eventually be in a very precarious position.

Mayor Mahoney, **Harris** baits you and eventually you can't take the high road, you explode. When he is out of order, bang the gavel, cut his mike, whatever, just don't yell. It's embarrassing. You have a good heart, take the high road.

OK, sorry for going on and on. Thank you if you read all of it. No need to respond, I just needed to let you know I hear every word you say and it impacts me a great deal.

Victoria Andrews

Sent from Outlook

From: Christie Sanam
To: CityCouncil

Subject: Regarding Matt Mahoney"s response to Blake Bill

Date: Tuesday, April 25, 2023 2:00:48 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Mayor Matt & city council members,

While addictive drugs in our community are absolutely harmful, I encourage you to take a data based approach to amending the municipal code and passing ordinance regarding "controlled substances".

Your statement directly mentions cocaine, heroine, and fentanyl. Maybe you could consider legal language specifically against these substances? Or be open to consider wording about some controlled substances that may soon be decriminalized. Hopefully what you create isn't as punative as the rest of our oppressive justice system and will actually create a framework to help victims of addiction.

As marijuana has proven, some substances are medicinal in their nature. Right now studies are underway around the world on MDMA, Psilocybin (magic mushrooms), LSD, and other Entheogens that are showing cure rates in patients with health issues such as treatment resistant depression and PTSD. I invite you to check out data, research efforts, and progress made by the MAPS organization. Some of these "drugs" actually help with drug cessation and may be crucial to ending the addiction pandemic in the future. I am happy to provide more resources if you'd like to learn more.

It would be great to see a very progressive thinking Des Moines city council with its heart open to medicine and treatment that can help our community members heal and recover.

It is not good enough to just make a blanket statement against controlled substances. My ADHD medication is a controlled substance which to use as a responsible citizen I have to go through painstaking steps just to help my neurodivergent brain function efficiently. Some of our drug addicted neighbors could benefit from research on entheogens, some potentially already could benefit from Ketamine which is being used currently in offices.

Thank you for your time and I hope you consider careful language for the municipal code and ordinance that doesn't cause more harm.

--Christie Sanam She/Her 206-409-9019 chrisstie@gmail.com From: Peace Love
To: CityCouncil

Subject: Trash all over Des Moines, Public health hazard, and inhumane living conditions

Date: Friday, April 21, 2023 9:42:54 PM

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening to the whole council,

I'm emailing you to ask who is responsible for cleaning the city? I live on 216th and Pacific Ave. Every day I go outside to catch the bus, the city streets and bus stops are completely trashed. Garbage is everywhere. Where is the staff on the city's payroll who is responsible for DAILY cleaning? It needs to be done daily, due to the high level of homelessness loitering in the area. Perhaps you can create a city job for someone to take care of the sanitation issue for the city of Des Moines. The property values are too high in this zip code to allow the neighborhood to decrease in value behind trash and filth. It's not fair to the taxpayers. Also, all around the safeway parking lots, and plaza, and the cleaners on the corner, and also by the Bartells store and across the street by the bus stop, and by the hotel, and 7-11 is trashed. This is inhumane and something needs to be done please, or this situation needs to be escalated to the health department, and a class action opened on behalf of the residents of the city of Des Moines.It is a health hazard to the public, it causes disease and illness, and we are now post-pandemic.Clean public spaces is a human right for all. Is there anything that can be done? Warm Regards,

Claudia Rodriguez

DES MOINES

CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet May 04, 2023

NAME (PLEASE PRINT)	CITY YOU LIVE IN	Торіс	PHONE/E-MAIL ADDRESS
Martha Hamillas	DesMories	Housing	412.780-962/mhan 160
LOHRISTING TOMETSO	() " "I	MARINA DISTIRICT	206-941-4909 Com CHRIS, TOLLET-SONE YNDO
Bill LINSCOTT	ec (1		Ngagement 206 445 2099
Key Jano	Derdondo	Safety	206.853.1826
Juna Halvorsen	Des Moines	Des Moines Yachta	In b

CITY OF DES MOINES Voucher Certification Approval

May 4, 2023

Auditing Officer Certification

Voucher 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 May 4, 2023 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 20, 2023 and payroll transfers through April 20, 2023 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 Offiger:

Jeff Friend, Finance Director

		# From	#To	Amounts
Claims Vouchers:				
EFT's		8170	8285	547,645.06
Wires		2172	2200	2,783,271.03
Accounts Payable Checks		164852	164878	231,671.16
Total Vouchers paid				3,562,587.25
Payroll Vouchers				
Payroll Checks	4/20/2023	19667	19671	4,035.87
Direct Deposit	4/20/2023	5076	5265	472,376.38

Total Paychecks & Direct Deposits	476,412.25
Total Tayoncoks & Direct Deposits	710,712.20

Total checks and wires for A/P & Payroll	4,038,999.50
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MINUTES

DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, April 6, 2023 - 6:00 PM

CALL TO ORDER

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Matt Mahoney.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; and Councilmember Harry Steinmetz

Council Absent:

Councilmember Vic Pennington

Direction/Action

<u>Motion</u> made by Councilmember Vic Pennington to excuse Councilmember Jeremy Nutting; seconded by Councilmember Harry Steinmetz.

Motion passed 6-0.

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Police Chief Ken Thomas; Judge Lisa Leone; Court Administrative Services Manager Melissa Patrick; Community Development Director Denise Lathrop; Principal Planner Laura Techico; Recreation Manager Kyle Ehlers; Public Works Director Andrew Merges; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Human Resource Analyst Shawna Thomas; IT Support Specialist Terryann Dell; and City Clerk Taria Keane

COMMENTS FROM THE PUBLIC

Study Session Minutes April 6, 2023

Please Note: Comments from the public must be limited to the items of business on the Study session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.

There were no comments from the Public.

CITY MANAGER REPORT

City Manager Michael Matthias recognized Assistant Harbormaster Katy Bevegni on earning her Certified Marina Operator Certificate.

City Manager Michael Matthias recognized IT Support Specialist Terryann Dell for her work on implementing the New Financial, Human Resource and Payroll system called Munis.

Police Chief Ken Thomas gave Council an update on the Police Department receiving the WASPC (Washington State Police Chiefs Association) Reaccreditation.

DISCUSSION ITEMS

COMMUNICATIONS NEXT STEPS

 Jenna Franklin and Chris Hoffman with Consor talked to Council on the communications next steps.

COUNCIL GOAL SETTING STUDY SESSION FOLLOW UP

• Council discussed Council Goals

NEXT MEETING DATE

April 13, 2023 City Council Regular Meeting

ADJOURNMENT

Direction/Action

<u>Motion</u> made by Deputy Mayor Traci Buxton to adjourn; seconded by Councilmember Jeremy Nutting.

Motion passed 6-0.

The meeting adjourned at 7:08 p.m.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers 21630 11th Avenue S, Des Moines, Washington Thursday, April 13, 2023 - 6:00 PM

CALL TO ORDER

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Jeremy Nutting.

ROLL CALL

Council Present:

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting; Councilmember Vic Pennington; and Councilmember Harry Steinmetz

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Police Chief Ken Thomas; Finance Director Jeff Friend; Community Development Director Denise Lathrop; City Engineer Tommy Owen; Civil Engineer II Tyler Beekley; Assistant Harbormaster Katy Bevegni; Events and Facilities Manager Ashley Young; and City Clerk Taria Keane

PRESIDING OFFICER'S REPORT

Mayor Matt Mahoney read a statement regarding the SEA Stakeholder Advisory Round Table (StART) meeting in Washington, DC.

Mayor Matt Mahoney ask members (Pastor Shawnda Taylor, Pastor Kelly Crow, Lakisha Perry, and Paul Myer) from the organization Praisealujah to come tell Council about their organization.

Direction/Action

<u>Motion</u> made by Mayor Matt Mahoney to donation \$500 from the Council Hearts & Mind Fund to the Praisealujah organization; seconded by Councilmember Harry Steinmetz.

Motion passed 6-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember JC Harris.

CORRESPONDENCE

 There was no other correspondence outside the emails already received by Council.

COMMENTS FROM THE PUBLIC

- Stephanie Harris, Cecil Powell Park
- · Victoria Andrews, Questions
- Bill Linscott, Marina Development
- Michael Rhoads, Financials

CITY MANAGER REPORT

SR3 - SeaLife Response, Rehabilitation and Research - Moved to the May 11, 2023 City Council Regular Meeting.

City Manager Michael Matthias updated Council on Steven J Underwood Memorial Park and Cecil Powell Park.

City Manager updated Council on the Consent Calendar Item #6: 4th of July Drone Show.

Chief of Police Ken Thomas updated that Council on the Vandalism Case in Downtown Des Moines.

City Manager Michael Matthias gave Council an update on the Citizens Advisory Committee Communications Consultant.

City Manager Michael Matthias gave Council an update on the delivery of the Passenger Ferry Boat and the signing of the Operating Agreement.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

<u>Motion</u> is to approve for payment vouchers through March 31, 2023 and payroll transfers through April 05, 2023 in the attached list and further described as follows:

EFT Vendor	#8007-8169	\$	975,282.64
Payments			·
Wires	#2139-2171	\$1	,501,517.35
Accounts Payable Checks	#164743-164851	\$	463,534.43
Payroll Checks	#19649-19655	\$	1,430.50
Direct Deposit	#4707-4872	\$	540,315.56
Payroll Checks	#19656-19658	\$	16,462.57
Direct Deposit	#4873-4902	\$	347,538.65
Payroll Checks	#19659-19666	\$	8,935.96
Direct Deposit	#4903-5075	\$	447,747.54

Total Checks and Wires for A/P and Payroll: \$4,302,492.20

Item 2: APPROVAL OF MINUTES

<u>Motion</u> is to approve the February 02, February 23, and March 09, 2023 City Council Regular Meeting minutes, and the March 02, 2023 City Council Study Session Minutes.

Item 3: MENTAL HEALTH AWARENESS MONTH PROCLAMATION

Motion is to approve the Proclamation recognizing May as Mental Health Awareness Month.

Item 4: AFFORDABLE HOUSING WEEK PROCLAMATION

<u>Motion</u> is to approve the Proclamation recognizing May 7-13, 2023 as Affordable Housing Week.

Item 5: ARTS COMMISSION APPOINTMENT

<u>Motion</u> is to confirm the Mayoral appointment of Benjamin Pierson to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2026.

Item 6: 4TH OF JULY DRONE SHOW

<u>Motion</u> is to approve the proposed agreement from Sky Elements Drone Shows for 2023 4th of July Celebration and authorize the City Manager to sign the agreement substantially in the form as submitted.

Item 7: WASHINGTON STATE OPIOID SETTLEMENTS

<u>Motion</u> is to approve the City of Des Moines' participation in the Washington State Opioid Settlement Agreement and to direct the City Manager to sign the attached Allocation Agreement and Settlement Participation Forms substantially in the form as attached.

Item 8: 24TH AVE S IMPROVEMENT PROJECT - PUGET SOUND ENERGY

EASEMENT

<u>Motion</u> is to approve the Puget Sound Energy Easement on Tax Parcel No. 0922049018, and further authorize the City Manager to sign said easement substantially in the form as submitted.

Item 9: 24TH AVE S IMPROVEMENTS PROJECT - RIGHT OF WAY

DEDICATION

<u>Motion</u> is to authorize and approve the dedication of a portion of City owned property, Tax Parcel No. 0922049018, for right-of-way purposes and authorize the City Manager to execute documents for this

transaction substantially in the form as submitted.

Item 10: KING COUNTY FLOOD REDUCTION GRANT AWARD

Motion is to accept the King County Flood Control District Flood Reduction Grant Award for the Des Moines Creek Estuary Project and Kent-Des Moines Road/16th Avenue South Pipe Replacement Project and authorize the City Manager to sign the Grant Agreement

substantially in the form as submitted.

Direction/Action

<u>Motion</u> made by Councilmember Jeremy Nutting to approve the Consent Calendar; seconded by Deputy Mayor Traci Buxton.

Councilmember JC Harris pulled Consent Calendar Item #6.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #6.

<u>Motion</u> made by Councilmember Jeremey Nutting to approve the Consent Calendar Item #6 as presented; seconded by Councilmember Vic Pennington.

<u>Amended Motion</u> made by Councilmember Gene Achziger to conduct a formal pole to engage the public.

Amended Motion died for the a lack of second.

Main motion passed 6-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember JC Harris.

Mayor Matt Mahoney read the Mental Health Awareness Month Proclamation into the record.

Mayor Matt Mahoney read the Affordable Housing Week Proclamation into the record.

PUBLIC HEARING/CONTINUES PUBLIC HEARING

DRAFT ORDINANCE NO: 23-021: PUBLIC HEARING ON CONTINUING MORATORIUM FOR NEW DEVELOPMENT IN THE BUSINESS PARK AREA AND ADOPTING FINDINGS OF FACT Staff Presentation by Community Development Director Denise Lathrop

Mayor Matt Mahoney opened the Public Hearing at 7:08 p.m.

Community Development Director Denise Lathrop gave Council a PowerPoint Presentation.

Mayor Matt Mahoney called for those that wished to speak: Joel Mensonides, Des Moines, Asked a Question

Mayor Matt Mahoney asked 3 times if anyone else wished to speak.

Seeing none, Mayor Matt Mahoney asked the Council if they had any questions.

Mayor Matt Mahoney closed the Public Hearing at 7:17 p.m.

Direction/Action

<u>Motion</u> 1 made by Councilmember Jeremy Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 23-021 on first reading; seconded by Councilmember Vic Pennington.

Motion passed 5-2.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember Gene Achziger, and Councilmember JC Harris.

<u>Motion 2</u> made by Councilmember Jeremy Nutting to enact Draft Ordinance No. 23-021 adopting findings of the face to support the extension of the moratorium to October 26, 2023; seconded by Councilmember Harry Steinmetz.

Motion passed 7-0.

NEW BUSINESS

Item 1: MARINA DOCK REPLACEMENT AND MARINA REDEVELOPMENT REIMBURSEMENT

Staff Presentation by Finance Director Jeff Friend

City Manager Michael Matthias along with Finance Director Jeff Friend updated the Council on the Marina Dock Replacement and Marina Redevelopment Reimbursement.

Direction/Action

<u>Motion</u> made by Councilmember Jeremy Nutting to adopt Draft Resolution No. 23-022, declaring the City's intent to reimburse itself for expenditures incurred with respect to the Marina Dock Replacement and Marina Redevelopment Project; seconded by Councilmember Vic Pennington.

Motion passed 6-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember JC Harris.

Item 2: MARINA STEPS PROJECT - DESIGN AND PERMITTING Staff Presentation by City Engineer Tommy Owen

City Manager Michael Matthias along with City Engineer Tommy Owens gave Council an update on the Marina Steps Project - Design and Permitting.

Direction/Action

<u>Motion</u> made by Councilmember Jeremy Nutting to approve the 2022-2023 On-Call General Civil Engineering Task Assignment #07 with KPFF, Inc. that will provide design and permitting services for the Marina Steps Project in the amount of \$785,827.58 and authorize the City Manager to sign said Formal Task Assignment substantially in the form as submitted; seconded by Deputy Mayor Traci Buxton. Motion passed 5-2.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember Gene Achziger, and Councilmember JC Harris.

Item 3: CITIZENS ADVISORY COMMITTEE APPOINTMENTS

Mayor Matt Mahoney made a statement regarding the Citizens Advisory Committee Appointments.

Direction/Action

<u>Motion 1</u> made by Deputy Mayor Traci Buxton to confirm the Mayoral appointments as shown on Exhibit A to be the primary representatives on the Citizens Advisory Committee, effective immediately and expiring on the date listed; seconded by Councilmember Jeremy Nutting. Motion passed 6-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember JC Harris.

<u>Motion 2</u> made by Deputy Mayor Traci Buxton to confirm the Mayoral appointments as shown on Exhibit B to be the alternate representatives on the Citizens Advisory Committee, effective immediately and expiring on the date listed; seconded by Councilmember Jeremy Nutting. Motion passed 6-1.

For: Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

Against: Councilmember JC Harris.

Item 4: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

There was no new items for future consideration introduced.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JEREMY NUTTING

- Des Moines Arts Commission
- Environment Committee Meeting
- Commented on Consent Calendar Items #8, #9, and #10
- Mount Rainier High School Auction

COUNCILMEMBER JC HARRIS

 SEA Stakeholder Advisory Round Table (StART) meeting in Washington, DC

COUNCILMEMBER VIC PENNINGTON

- Thanked Citizens for attending meeting
- · Citizens Advisory Committee
- Environment Committee Meeting
- Cecil Powell Park

COUNCILMEMBER HARRY STEINMETZ

- Citizens Advisory Committee
- Sound Cities Association Public Issues Committee

COUNCILMEMBER GENE ACHZIGER

• Citizens Advisory Committee

DEPUTY MAYOR TRACI BUXTON

- Participated in 30 engagements with colleagues, staff, and citizens
- Public Safety/Emergency Management Committee Meeting
- Tour with Leaders and Electives for Middle Housing
- SEA Stakeholder Advisory Round Table (StART) meeting in Washington, DC.

PRESIDING OFFICER'S REPORT

- SEA Stakeholder Advisory Round Table (StART) meeting in Washington, DC.
- Coffee with the Mayor
- Eggstravaganza
- Mayors Meeting

- Transportation Committee Meeting
- Mayors Article in City Currents Magazine

NEXT MEETING DATE

May 04, 2023 City Council Regular Meeting

ADJOURNMENT

Direction/Action

<u>Motion</u> made by Councilmember Vic Pennington to adjourn; seconded by Councilmember Jeremy Nutting.

Motion passed 7-0.

The meeting adjourned at 8:28 p.m.

Consent Calendar Item #3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

Agreement SUBJECT: 2023 Des Moines Farmers Market Agreement	DEPT. OF ORIGIN: Events and Facilities
ATTACHMENTS: 1. Agreement between the City of Des Moines and Des Moines Farmers Market for the 2023 Farmers Market Season 2. Fee Reduction Request 2023	CLEARANCES: [] City Clerk [] Community Development [] Courts [] Director of Marina Redevelopment [] Emergency Management [X] Finance // // [] Human Resources [X] Legal /s/TG [X] Marina [] Police [X] Parks, Recreation & Senior Services //s/KE [X] Public Works APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the 2023 Agreement between the City of Des Moines and Des Moines Farmers Market for the 2023 Waterfront Farmers Market Season.

Suggested Motion

Motion 1: "I move to approve the Agreement with the Des Moines Farmers Market for the 2023 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina, and authorize the City Manager to execute the Agreement substantially in the form as attached."

Background

The Des Moines Farmers Market has operated a seasonal Farmers Market in the Marina since 2006. The Market is open every Saturday from June through the last Saturday in September and offers fresh and tasty seasonal crops direct from the growers, an appetizing array of food vendors, a veritable collection of local crafts people, and live musical offerings. A variety of special events also add to the diversity of the Farmers Market. On any given Saturday, people from within Des Moines or visitors from out of town, gather together to buy a variety of fruits and vegetables not found in grocery stores, visit with friends and neighbors in a lively environment, enjoy lunch or dinner on the lush lawn overlooking the Marina, and experience concerts from local blues, rock, and country music bands. Situated right next to the fishing pier, beach, and walking trails, the Market is a special experience for children, couples, and friends.

Discussion

The Market was formed in 2006 as a non-profit entity requiring all of its farmers to meet a basic set of environmental stewardship principles that ensure that their practice protects the environment and sustains long-term viability of farmland. The Market continues to provide Des Moines and surrounding communities with a variety of vegetables, fruit, honey, cheeses, crafts, flowers, meats, and fish, ready-to-eat foods, education, information, and entertainment. The Market also provides a gathering place and is a positive asset for the City of Des Moines. The Market receives its operating costs from sponsors, donation, grants, and vendor application and stall fees. The attendance and sales have grown consistently since the beginning.

For a typical Saturday, the Farmers Market sets up in the Center Lot of the Marina. The Market uses the two compass rose areas and the promenade between them for an outdoor cafe and entertainment. Market patrons will park in the North and South Lot. Free parking is provided to market patrons on Saturdays.

Financial Impact

The draft agreement includes a waiver of all rental fees for the entire season. The Market pays for its own garbage and recycling. The Marina provides restroom supplies and clean-up, sink, hot water, and parking for the food vendors, and electricity. Public Works provides candlestick cones. Events and Facilities provides waiver of rental fees and damage deposit, shuttle program and operational staff upon availability, and blue barriers. This waiver provides the Farmers Market a total reduction of approximately \$45,000 in rental fees and services from the City of Des Moines.

The City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors.

Recommendation

Approve the Agreement for the 2023 Market.

Council Committee Review

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AGREEMENT between THE CITY OF DES MOINES and DES MOINES FARMERS MARKET for the 2023 DES MOINES FARMERS MARKET

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 **DES MOINES FARMERS MARKET** (hereinafter "DES MOINES FARMERS MARKET"), a Washington non-profit corporation, regarding the 2023 Des Moines Farmers Market.

WHEREAS, the City Council finds that the Des Moines Farmers Market enhances the quality of life for residents of the City of Des Moines and wishes to permit it to operate at the Des Moines Marina property on Saturdays from June through October, and other market days throughout the year as may be approved by the City Manager, and

WHEREAS, Des Moines Farmers Market, a 501(c)(4) non-profit organization, was created to operate the Des Moines Farmers Market, and

WHEREAS, the City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City's pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors, and

WHEREAS, the City Council wishes to have Des Moines Farmers Market manage the Des Moines Farmers Market pursuant to certain terms and conditions; now therefore,

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

(1) Des Moines Farmers Market agrees as follows:

- (a) Des Moines Farmers Market shall conduct the 2023 Des Moines Farmers Market in compliance with the conditions outlined in this agreement and the attached Facility Rental Policies and Procedures (Exhibit 1), and will comply with all federal, state, and local statutes, ordinances, and regulations.
- (b) The prime leadership of all Des Moines Farmers Market activities shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to Des Moines Farmers Market.

- (c) Des Moines Farmers Market 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 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, Des Moines Farmers Market 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 Des Moines Farmers Market and their respective officers, agents, and employees, or any of them, Des Moines Farmers Market shall satisfy the same.
- (d) Des Moines Farmers Market will provide for expenses such as the Market Manager, portable sanitary facilities, advertising and/or promotional banners associated with the event. Des Moines Farmers Market shall provide adequate paid and/or volunteer staff, trained in courteous, efficient service to patrons of the Farmers Market. Des Moines Farmers Market shall ensure that persons handling and vending food and beverage products shall comply with all necessary health regulations.
- (e) The rental fee for use of Des Moines Marina Lot and facilities for the 2023 season of the Des Moines Farmers Market will be waived. This waiver also includes the use of all necessary power and water.
- (f) Des Moines Farmers Market will provide and pay for its own garbage utility service.
- (g) Des Moines Farmers Market will be allowed to have associated retail sales of food or merchandise as identified in the Des Moines Farmers Market 2023 Application Requirements and Seattle King County Health Department requirements. Des Moines Farmers Market shall not use the Des Moines Farmers Market premises for any purpose other than herein specifically designated without prior written consent of the City.
- (h) Des Moines Farmers Market will obtain a City of Des Moines Business License prior to conducting business at the Farmers Market. The Farmers Market business license will allow all individual Market vendors to conduct business during approved Market hours at the approved Market location. A separate Des Moines business license will be required for any vendor who conducts business in Des Moines outside of approved Farmers Market events.
- (i) Des Moines Farmers Market shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) aggregate to cover the Des Moines Farmers Market. 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 insurance requirements thirty (30) days prior to the event. Des Moines Farmers Market shall also work with their insurance provider to confirm that any

motorized vehicle used by the Market, including the two City owned shuttle carts, are fully insured in an amount similar to the general liability insurance required above. The Market will provide proof of insurance to the City prior to use of the City owned carts.

- (j) Des Moines Farmers Market will be permitted to erect such special signage as is appropriate and in compliance with the Des Moines Municipal Code in the thirty (30) days prior to and during the event. All such signage shall be removed within ten (10) days after the event.
- (k) Des Moines Farmers Market will be allowed to solicit booth fees, a percentage of sales and/or charge an admission fee to vendors of the Des Moines Farmers Market to recover the cost of the community event. Des Moines Farmers Market 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, including, but not limited to costs associated with overhead, staff, promotion and security, will be reinvested, as Des Moines Farmers Market deems fit, in the Des Moines Farmers Market for the benefit of the Des Moines community. Des Moines Farmers Market shall maintain an accounting system meeting the City's approval and agrees to permit the City and its agents and representatives at reasonable intervals at any and all times during usual business hours, to inspect all books, records and accounts of the Des Moines Farmers Market showing gross sales and inventories.
- (l) Des Moines Farmers Market agrees to take whatever reasonable measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of Des Moines Farmers Market's or its vendors' action taken in the conduct of the Des Moines Farmers Market.
- (m) A Des Moines Police Department command officer and/or the Fire Marshall of South King Fire District will have the authority to close the Des Moines Farmers Market down at any time should it be necessary, following assessment of any security issue.
- (n) Farmer's Market shall pay the City in full on or before the 1st day of June 2023 the amount due.
- (o) In recognition of the waiver of the facility rental fees that the City of Des Moines is providing to the Des Moines Farmers Market, the Des Moines Farmers Market will recognize the City of Des Moines as a sponsor in the amount of the reduced rental rate of approximately \$45,000

(2) The CITY agrees as follows:

- (a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Des Moines Farmers Market to use and occupy, for the purpose of the Des Moines Farmers Market in 2023, City facilities and property at the Des Moines Marina.
- (b) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, City Web Page and Channel 21 to inform and educate the public about the event. Any City marketing costs will be paid to the City of Des Moines by Des Moines Farmers Market.
- (c) The City Manager is authorized to provide City assistance to the Des Moines Farmers Market, which may include all necessary power and water utilities; services by the Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination, Marina area traffic control, parking lot management and pedestrian safety. The City will inform the Farmers Market of any City operational costs of the City and those costs will be paid to the City of Des Moines by Des Moines Farmers Market.
- (d) The City retains the right from time to time during the term hereof to change the location or use of areas designated for the Des Moines Farmers Market. If such relocations or adjustments are required, the parties shall cooperate so that such changes shall not unnecessarily interrupt the quality and quantity of services rendered by the Farmers Market.
- (e) The City will provide the Market with a mutually agreeable storage area for Market supplies at the reduced rate of \$90 per month plus leasehold tax. In addition to Section 1(o) above, the Des Moines Farmers Market will recognize the City of Des Moines Marina as a sponsor in the amount of the reduced rental rate (\$47.00 per month).
- (3) <u>Parking.</u> It is anticipated that the City will not be utilizing the pay for parking system on Saturday's during the summer of 2023. However, for Saturday Markets, if the pay parking system is operational, the City will provide to the Market parking coupons entitling the Market customer to two hours of free parking the days the Market is held. The City will provide these coupons as needed to the Market and the Market will limit coupon availability to paying customers. Coupon pick-up must be arrange no later than 12:00pm the Friday before every Saturday Market.
- (4) <u>Independent Accounting</u>. A true accounting of all receipts and disbursements shall be maintained by Des Moines Farmers Market and shall be made available for review and audit by the City at the discretion and expense of the City. Records of gross sales and receipts are to be kept for each revenue source and Des Moines Farmers Market is responsible for submittal of all taxes due in the ordinary course of operating the Des Moines Farmers Market.
- (5) <u>Duration of Agreement.</u> The term of this Agreement shall be for one (1) year upon final execution of this Agreement.

(6) <u>Termination</u>. Either party may terminate this Agreement with or without cause with ninety (90) days prior written notice. The City may also terminate this Agreement under the terms of Section 1(p).

The terminating party shall be liable for its share of financial obligations entered into on its behalf prior to termination, including but not limited to, printing costs and media buys.

- (7) <u>Discrimination Prohibited.</u> Des Moines Farmers Market shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Des Moines Farmers Market on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.
- **(8)** Assignment. This Agreement may not be assigned by Des Moines Farmers Market except with written approval of the City to another non-profit organization with similar goals and purposes. Des Moines Farmers Market will provide prior written notice to the City of any assignment of this Agreement to another non-profit organization. Upon assignment, the assignee will be bound by the terms and conditions of this Agreement as Des Moines Farmers Market was.
- (9) 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.
- (10) <u>Governing Law</u>. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.
- (11) Mediation/Arbitration. 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.
- (12) <u>Amendments/Authorization for Additional Services</u>. 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.

- (13) <u>Severability</u>. If any term, 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.
- (14) <u>Waiver</u>. 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.
- (15) <u>Captions</u>. 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.
- (16) <u>Time of Essence</u>. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.
- (17) Concurrent Originals. This Agreement may be signed in counterpart originals.
- (18) <u>Ratification and Confirmation</u>. 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 FARMERS MARKET		
Michael Matthias City Manager	By Kim Richmond Its President		
Date	Date		
Approved as to Form:			
City Attorney			



FACILITY RENTAL POLICIES & PROCEDURES

Facility Use Application:

Renters are responsible for the conduct of all members of their party. Disorderly conduct, intoxicated persons, or disturbance of the public peace will result in being required to vacate the premises, as well as forfeiture of damage deposit and rental fees. Reservations are accepted up to two years in advance. The following are required to book a facility:

- A damage deposit, signed Facility Use Agreement and signed Policies and Procedures. We do not hold facilities without a damage deposit on file.
- One additional adult may be listed on the Facility Use Agreement as Alternate Contact Person.
- Renter and Alternate Contact (if any) must be at least 21 years of age and at least one MUST be present during the entire event unless approved 30 days prior to the event date.
- Only Renter or Alternate Contact (with approval of contracted renter) are authorized to sign rental checklists or make changes to your booking.
 - If neither Renter nor Alternate Contact will be available to sign the Rental Inspection Checklist at the end of the night, please indicate who the responsible party is 30 days prior.
 - Rental clients that do not sign the Rental Inspection Checklist forfeit their damage deposit in full.

Please call 206-870-9370, or visit us in the Events & Facilities Office located in the Marina at 22307 Dock Ave South Des Moines, WA 98198 to begin an application.

Damage Deposits & Fees:

- 100% of the Damage Deposit is due at time of submitting the Facility Use Application to secure a facility and reserve a date.
- A NON-REFUNDABLE \$175.00 BOOKING AND MAINTENANCE FEE (\$30.00 Booking and Maintenance fee for Picnic Shelters) IS REQUIRED FOR EACH BOOKING.
- Refunds are contingent upon the condition of the building following your event.
- Rentals forfeit all deposits if a disturbance of the peace is determined.
- Refunds will be processed within 14 business days of your rental. Please note that it can take up to 6
 weeks for a check to arrive or a credit to show on a Credit Card Statement.
- Payment methods accepted are: Visa/MasterCard, Cash, Check or Money Order
- * Note: City of Des Moines reserves the right to adjust deposit amounts based on party size and activities.

Rental Fees:

- Rental fees must be paid in full thirty (30) days prior to the event.
- Rental fees not paid by due date are subject to a \$25 late fee per business day. Failure to pay rental fees in full by the due date may also be deemed cancellation by Renter, at the option of the City.
- Payment methods accepted are: Visa/MasterCard, Cash, Check or Money Order.
- Bookings made less than 30 days prior must pay ALL FEES in full at the time of booking.
- You are required to have one staff member on site for every 100 guests attending your event.
 - > All facility rentals come with one attendant. Additional attendants will be billed at a rate of \$175.00 per event and are present for the full event.
 - Additional Staff and/or security may be required for groups that are serving alcohol in our facilities. See 'Security Policy.'
- Cancellation/Change of Date Policy and Fees:
 - In the unfortunate situation that an event cancels, the renter agrees and understands that the facility has been turned down to other prospective renters. For this reason, the below cancellation fee schedule will apply
 - Cancellations made 91 or more days before the reservation date will be charged a \$500 cancellation fee (\$100.00 Cancellation fee for Picnic Shelters.)
 - Cancellations made 90 days or less before the reservation date will be charged 50% of the rental fee plus forfeit of all deposits.

- > Change of event date's made within ninety-one (91) days or more of your rental date will be charged a \$100 fee. Change of event date made within ninety (90) days or less of your event date will be charged a \$500 fee.
- > In the event that the event is cancelled as a result of a Force Majeure, renter shall not be liable for cancellation fees or forfeit of deposit. Renter agrees that the City shall not be liable for direct or consequential damages resulting from lack of performance due as a result of Force Majeure. "Force Majeure" shall mean a significant event which renders the rental facilities unsafe or unsuitable for occupation and which is beyond the control of either party, such as fire, earthquake, flood, act of God, riots or civil commotions, terrorism and/or terroristic threats, war or other act of any foreign nation. "Force Majeure" shall not mean foul or inclement weather not giving rise to an official disaster declaration.

Day of Details:

Please review your event permit in detail to ensure that all times, rental requests, and services needed are expressed thirty (30) days prior to your event. To help answer your questions, here are some general expectations and housekeeping items.

What We Do:

- Provide one on-site staff person for the duration of your event.
- Walk through of the facility to show the areas and supplies you have access to.
- Provide tables and chairs at each facility call or email for current inventory.
- Set Up and Tear Down all City owned items before and after your event.
- Assist in answering questions and troubleshooting during your event.
- Guide your clean up and walk through the building to inspect prior to your departure.
- Maintain main room restrooms and ensure they are stocked and clean throughout the event
 - > Our staff will not handle large spills, broken glass or hazardous materials
- Monitor the parking lot to ensure all cars are parked legally.
 - > Please note if there is more than one event taking place in the Beach Park then it will be festival style/first come, first served parking for guest of events taking place.
- Ensure that alcohol is only consumed at events with proper permits and ensure that all alcohol stays within the facility. NO ALCOHOL IS ALLOWED OUTSIDE IN OUR PARKS OR LOTS.

You should expect to:

- Arrive at your scheduled start time. We do not allow early drop off or set up.
- Ensure that all COVID 19 mitigation requirements issued by the Governor, by health authorities, or by the City in effect on the date of the event are strictly enforced.
- Set up other supplies outside of City owned items needed for your event.
- Bring all your own extension cords, tape and ladders. We do not provide any of these items.
- You will need to provide all items required for food storage, service and prep.
- Tear down all non-City owned supplies following your event.
- Kitchen cleaning is NOT included in Tear down Fee. Renter/Caterer MUST clean kitchen as needed.
- Go through a Rental Inspection Checklist with Facility Attendant before and after event.
- Remove all guests and personal items by your contracted end time.
- On-site disposal of garbage and recycle, as well as any personal or third party items.

Set up and Tear down fee:

The Beach Park Event Center requires Set Up and Tear Down of all City owned property. Prices vary based on facility, contact our office for current rates.

When the Set Up fee is paid, our staff will work with you to sketch out a rough plan of how you would like the venue laid out. Once approved, we will set City owned items. We will also place your base linen on the tables if provided at least three (3) days before your event. Any third party rental items or personal items will be the renter's responsibility. Any modifications you want made after we have set the space will be left to you and your party. Floor plans must be received at least thirty (30) days before your event date or within one (1) week upon booking if booked less than thirty (30) days out.

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When the Tear Down fee is paid, our staff will be responsible for taking down City owned items as well as cleaning the facility (sweeping, mopping, vacuuming and restrooms). This will be done outside of your rental time. You are still responsible for disposal of garbage and recycle, as well as any personal or third party items. Any excessive cleaning that needs to be done by staff is subject to additional fees and is at the discretion of staff. If a cleaning fee is assessed, you will be provided photos to help you understand why a fee was charged.

Meadow Rental:

The Meadow can be rented in conjunction with the Beach Park Auditorium, Dining Hall or Founders Lodge between May 1 and September 30th, for a minimum of two hours. Any facility rented in conjunction with the Meadow/Promontory, must be able to accommodate the entire capacity of the rental group. If not rented it is first come, first served.

Chairs are not included in the Meadow rental. There is no power source in the Meadow. Any decorations or arbors set up in the Meadow for a ceremony need to be removed by the end of your Meadow contracted end time.

Please note, as a City Park, we are unable to keep citizens out. When the Meadow is rented our staff will encourage park patrons to use the side paths and avoid the grass and paved walk way behind the ceremony.

Facility Attendants:

Groups greater than 100, parties estimating 100 or more guests, or parties open to the public (regardless of size), will require additional staff and/or police supervision at an additional cost. Security and staff are assigned at the discretion of the City. Applications are reviewed by the Des Moines Police Department. Officers are assigned per the Chief of Police. Call for current rates.

Alcohol Policy:

If you plan to host a party with alcohol in a City building, please note the following:

- No Alcohol is allowed at ANY event that is in celebration of a minor. For example, High School Graduation, Christening, Birthday Party for any person under the age of 21.
- Any group misrepresenting their event as something other than what it is in an effort to bypass the
 above rule will forfeit their entire damage deposit as penalty.
- Provide a Certificate of Insurance naming the City of Des Moines as additional insured
- Purchase of an appropriate State Liquor permit to display at your event. Please provide either:
 - A Banquet Permit (to serve alcohol can be obtained at https://lcb.wa.gov/licensing/banquet-permits)
 - Special Occasion Liquor Permit (to sell alcohol)
- Alcohol is not permitted outside, in parking lots, parks or similar green space at any time.
- Underage drinking is NOT permitted and will result in termination of the rental agreement.
- If an event is booked as a non-alcohol event and improperly serves alcohol, the rental will be terminated and all damage deposits will be surrendered.

Insurance Requirements:

All events are required to have Event Insurance for a minimum policy of \$1,000,000.00 with the City of Des Moines listed as the additional insured (including Picnic Shelter rentals). You must use the address for the Facility you are renting on your insurance.

The required insurance policy is: Commercial General Liability insurance and/or Host Liquor Liability Insurance with limits of \$1 million each, combined single limits per occurrence naming the City of Des Moines as an additional insured.

 Events serving alcohol must also acquire Host Liquor Liability Coverage for a minimum of \$1,000,000.00 with the City of Des Moines listed as the additional insured.

*Note: Bounce houses must be rented from an accredited company, require proper insurance and must be staffed by the rental company when inflated.

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Additional insurance may be required by third party vendors providing services at the discretion of the City of Des Moines.

Renters may obtain insurance by contacting their own agency <u>or</u> through the Washington Cities Insurance Authority (WCIA) carrier at: https://gatherguard.com/

The site will prompt you to input a building code for the facility you have booked.

Codes for City of Des Moines facilities are:

0465-139	Field House Park
0465-140	City of Des Moines Marina
0465-141	Wooton Park
0465-143	Activity Center
0465-147	Des Moines Beach Park Event Center / Dining Hall / Auditorium / Founders Lodge
0465-568	Sound View Park

Rental Rules and Regulations:

Misuse of any City facility or the failure to comply with these regulations will be sufficient reason for forfeiture of damage and/or denial of further reservations.

- Rental hours are between 7am-12am depending on availability. All cleaning must conclude by 12am.
- Expulsion from a City facility, for any reason, results in forfeiture of all fees and deposits with no refund.
- For every 15 minutes the facility is occupied by a rental group outside of contracted hours, the renter will be charged based on the hourly rate.
- Rental hours must include time for delivery of supplies, set-up, tear down, cleaning, and exit of all
 guests.
- We do not allow the following:
 - Confetti
 - ➢ Glitter
 - > Uncontained sand
 - Fog machines inside buildings
 - > Throwing rice, birdseed, or faux flower petals
 - > Helium balloons inside
 - Sparklers
 - > Sky (wishing) lanterns
 - Flames (That includes any type of candle or incent. We will allow for sterno cans for warming food only.)
- All garbage/recycling must be placed in provided on-site dumpster receptacles, any
 garbage/recycling left outside of receptacles is the responsibility of the renter or designated party
 and must be taken to the dumpster on site
- All City owned equipment made available and used by the rental group must be thoroughly cleaned. This includes tables, chairs, kitchen facilities, floors, sinks, restrooms, and hallways.
- If additional facility cleaning is required by City or custodial staff, it will be deducted from the damage deposit.
- Decorations on walls or windows are allowed with non-marring tape. No tacks, staples, glue or similar.
- Décor cannot be hung on pipes, life safety systems, or electrical wires
- Use of drugs, smoking, vapes, or gambling is not permitted in any City facilities.
- Smoking is NOT permitted within 25 feet of City buildings. Renters are responsible for picking up refuse.
- All minors on the premises must have adult supervision at all times.
- Event participants must park in designated parking areas only. Please do not park illegally or in fire lanes.
- Please be aware that fires are not allowed in City of Des Moines parks per Des Moines Municipal Code Chapter 19.08 CITY PARK USE REGULATIONS, Section 19.08.030 Regulations and prohibited

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lawn/meadow areas and will require a Class K fire extinguisher; one per every unit. activities (16) No person shall build fires in a park except in areas designated by the division. BBQ's are permitted with the rental of a facility however, ALL BBQ's must be gas grills as we do not have a receptacle for the disposal of charcoal and are only allowed at facilities not at picnic shelters or

- The City of Des Moines cannot be responsible for accident, injury, or loss of property. Lost & Found items are held 30 days and then donated to charity or disposed of.
- The City of Des Moines scheduled events will take precedence over non-City events.
- Music played at any indoor facility or outdoor picnic shelter area must not be audible from 20 feet away.
- Amplified sound (band, DJ, etc.) is not allowed in parks without City approval.
- Whole roasted pigs are NOT allowed in buildings. They must be carved outside of the rental space
 and then brought in. All remains must be removed from the facility and NOT disposed in the
 dumpster as it attracts vermin.
- Cooking is only allowed inside the kitchen of a rented facility. Cooking is not allowed in any facility
 that does not have a fully functioning kitchen. Deep frying is prohibited in all facilities and parks.
- Items with metal or wood feet must be placed on felt or carpet square to avoid damage to flooring.
- Candles are NOT permitted on any property
- Any item stored in ice must be kept off floors. Please bring absorbent material for underneath to avoid puddles as these are a slipping hazard.

Parking:

The City of Des Moines has implemented Paid Parking in both the Beach Park and Marina lots. Current parking regulations can be found on the City of Des Moines website, www.desmoineswa.gov, under Municipal Code 15.12. Current rates are available on the homepage of the Des Moines Marina website, www.desmoinesmarina.com.

Please note, parking is NOT included in facility rental prices. Guests will be responsible for paying for parking during their event. Clients have the option of pre purchasing parking vouchers to distribute to their guests, so they can park free of charge. Pre-purchased parking vouchers will not guarantee a space for your guests. Refund of unused vouchers will be issued only in the event unused vouchers are returned to the Facility Attendant on duty at the end of your event.

I hereby acknowledge that I have received, read and understand the Policies and Procedures for Rental Facilities for the City of Des Moines and by signing below I am agreeing to the terms and conditions of the Policies and Procedures as written above.

Renter's Signature	Date
Events & Facilities Representative Signature	Date

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Kim Richmond-Board President Susie Novak-Market Director P.O.Box 98843 Des Moines, WA 98198

City of Des Moines Attn: Michael Matthias

RE: Contract 1357 dated 3/27/2023

Dear Michael and City Council,

Thank you for your continued support of the Des Moines Waterfront Farmers Market. We are requesting a significant reduction and/or waiver of fees under the above-referenced contract so that we may continue to bring this amazing and awesome seasonal event to the Des Moines Marina in 2023.

As you know, the Farmers Market is an independent, private not-for-profit entity, whose mission is to bring farmers and our community together for the benefit of all. The city has been a critical part of our success, with the support of the marina staff, the fabulous location on our waterfront, and positive interaction with council members. The Market provides not only access to fresh, local produce, crafts, and food, but also several low-income programs to help our disadvantaged citizens have better access to healthy food. It also offers a community gathering place, focused on the best our little city has to offer. I often refer to opening day as meeting up with my Market family again.

The Market is dependent on volunteers for most of our administrative work, aside from the engaged and competent services of our contracted Market Manager. We also depend on monetary donations and in-kind services, as we try to keep vendor fees low to enable our farms and craftspeople to maximize their opportunities. We are grateful to all the support, of which the City is by far the largest component. Continued consideration for rental and other fees makes an enormous different in our ability to bring a solid Market to the marina every week from June to September.

Thank you in advance for your consideration of our request. Please don't hesitate to reach out with any questions.

Sincerely,

Kim Richmond Susie Novak

Consent Calendar Item #4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening Day Proclamation	FOR AGENDA OF: May 4, 2023
	DEPT. OF ORIGIN: Administration
ATTACHMENTS: 1. Proclamation	DATE SUBMITTED: April 26, 2023 CLEARANCES:
	[X] City Clerk 3
	[] Community Development
	[] Courts
	Emergency Management
	[] Finance
	[] Human Resources
	[] Legal
	[] Marina
	[] Police
	Parks, Recreation & Senior Services
	Public Works
	APPROVED BY CITY MANAGER FOR SUBMITTAL:

<u>Purpose and Recommendation</u>
The purpose of this agenda item is to recognize the official opening of the 2023 South Sound Opening Day of Boating Season.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 13, 2023."

Clubs present	and past Commo	dores, and visiti	ing ceremony f	or over 50 years. es from other So	The Des Moines outh Puget Sound	Yacht Yacht
Clubs, particip	ate in this annual	celebration.				







Proclamation

WHEREAS, the City of Des Moines wishes to recognize and celebrate the 2023 South Sound Opening Day of Boating Season; and

WHEREAS, The Des Moines Yacht Club annually hosts the South Sound Opening of Boating Season ceremony which gathers the many south Puget Sound yacht clubs along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony; and

WHERE AS: The South Sound Opening Day of Boating Season celebration advocates for the safe enjoyment of boating and promotes the Des Moines waterfront amenities serving the boating community; now therefore

NOW, THEREFORE: The City of Des Moines Washington, hereby proclaims May 13th, 2023 as this year's

SOUTH SOUND OPENING DAY OF BOATING SEASON

SIGNED this 4 th day of May, 2023		
	Matt Mahoney, Mayor	

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Hazard Waste Management Program – Grant Agreement	FOR AGENDA OF: May 4, 2023
Grant Agreement	DEPT. OF ORIGIN: Community Development
ATTACHMENTS:	DATE SUBMITTED: April 27, 2023
1. Seattle & King County Department of	CLEARANCES:
Public Health Local Hazardous Waste	[] City Clerk
Management Program (LHWMP) 2023 -	[X] Community Development DEL
2024 Grant No. HW1009	Courts
	Director of Marina Redevelopment
	Emergency Management
	Finance
	Human Resources
	[X] Legal /s/ TG
	Marina
	Police
	Parks, Recreation & Senior Services
	Public Works
	APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this agenda item is to provide information to enable the City Council to take action on the acceptance of the 2023-2024 Seattle-King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) Grant (Attachment 1). This is one of three grants for the City's Recycling Program for the service period of 2023-2024.

Suggested Motion

Motion 1: I move to accept the Seattle-King County Department of Public Health LHWMP Grant and authorize the City Manager to sign the grant document substantially in the form as attached.

Background

Grants

The subject grant will fund, in part, the City's semi-annual Household Waste Collection and Recycling Events for 2023 and 2024. The Washington State Department of Ecology's Coordinated Prevention Grant (CPG) and the King County Solid Waste Division Waste Reduction and Recycling Grant (WRR) fund the remainder of the program.

Professional Services Contract

Related to these grants is the City's Professional Services Contract with Olympic Environmental Resources (OER) for the 2022-2023 recycling program. No additional action is needed to keep this Professional Services Contract current. OER provides staffing and management for the Spring and Fall Household Collection and Recycling Events at the Des Moines Marina. These are popular events among Des Moines residents as they provide a local site to recycle materials, including some that are not accepted by the curbside recycling program. The Spring and Fall 2022 events attracted 678 and 512 carloads of recyclable materials respectively.

Discussion

The City uses grant funds to sponsor recycling and collection events for Des Moines residents businesses. For the 2023-2024 Recycling Program, the City will sponsor two residential recycling collection events per year (i.e. the Fall and Spring events). The LHWMP grant will allocate \$28,761.49 for household recycling collection events in 2023-2024. The City Council is required to review all Interlocal Agreements between the City and other public agencies.

If the City Council accepts the LHWMP grant for 2023 and 2024, the City will continue to reduce the amount of hazardous materials going into the local waste stream at no additional cost to the City.

Household Collection and Recycling Events – For over 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall Events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents are able to recycle tires, lead acid and alkaline batteries, cardboard, reusable household goods and clothing, porcelain toilets and sinks, appliances and scrap metal, bulky wood, electronic equipment and mattresses and box springs. Additional/substitute items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract that began collection on November 1, 2011.

Alternatives

- The City Council may accept the 2023-2024 LHWMP Grant No. HW1009 between the City of Des Moines and the Seattle-King County Department of Public Health.
- The City Council may not accept the 2023-2024 LHWMP Grant No. HW1009 between the City
 of Des Moines and the Seattle-King County Department of Public Health forego LHWMP grant
 funds.
- 3. The City Council may continue this Agenda Item and request that staff provides additional information on the LHWMP grant program. Continuance of this item may result in loss of grant funds for the 2023-2024 grant cycle.

2

Financial Impact

If the City Council accepts the LHWMP grant, there will be no fiscal impact to the City related to Contract Number HW1009. However, if the City Council does not accept the LHWMP grant, then the City will need to use General Fund monies to maintain the City's recycling program.

Recommendation

Staff recommends that the City Council choose Alternative 1, thereby accepting the 2023-2024 Seattle-King County Department of Public Health LHWMP Grant, substantially in the form as submitted.

3



GRANT AGREEMENT

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Natural Resources and Parks (DNRP), Water and Land Resources Division (WLRD).

RECIPIENT NAME

City of Des Moines

RECIPIENT ADDRESS

21630 11th Avenue S., Suite D Des Moines, WA 98198

RECIPIENT CONTACT & EMAIL ADDRESS

Laura Techico Itechico@desmoineswa.gov

PROJECT TITLE

Local Hazardous Waste Management Program Grant Funds for 2023 and 2024

AGREEMENT START DATE	AGREEMENT END DATE	AGREEMENT MAXIMUM AMOUNT
January 1, 2023	March 31, 2025	\$28,761.49

EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

Exhibit A – Scope of Work

Exhibit B - Budget

Exhibit C – Invoice Template

Exhibit D - Certificate/Evidence of Insurance

AGREEMENT FOR AWARD OF LOCAL HAZARDOUS WASTE MANAGEMENT GRANT FUNDS FOR 2023 and 2024

Between

KING COUNTY and the CITY OF DES MOINES

This Agreement for Award of Local Hazardous Waste Management Grant Funds "Agreement" is made by and between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Water and Land Resources Division and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as the "County" and the "City" respectively. The County and City may be referred to individually as a "Party" and collectively as the "Parties."

1. RECITALS

- 1.1 The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, 2010, and 2021, was adopted by the participating agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division, and Public Health Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70A.300.350 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").
- 1.2 The Plan authorizes Local Hazardous Waste Management Funds to be provided to partner cities located in King County to help fund those cities' activities associated with hazardous waste collection and/or educational outreach and educational services.
- 1.3 King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit A ("Scope of Work") and Exhibit B ("Budget"), respectively, are consistent with the Plan's and Program's policies, goals, and objectives.
- 1.4 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Local Hazardous Waste Management Funds to the City.

NOW THEREFORE, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

2. AWARD OF GRANT; CONDITIONS OF GRANT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

- 2.2 King County agrees to grant the City an award of Local Hazardous Waste Management Funds not to exceed \$28,761.49 (the "Award") on a reimbursement basis as described in Section 2.5. The Award shall be used by the City solely for the performance of the activities described in this Agreement.
- 2.3 The City shall use the grant of Local Hazardous Waste Management Funds to provide hazardous waste collection and/or education services or programs as described in Exhibit A. The total amount of funds available from this grant in 2023 and 2024 shall not exceed \$28,761.49.
- 2.4 This Agreement provides for distribution of 2023 and 2024 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that (a) the activities have been identified by the City as being within the Scope of Work and have been approved by King County as being within such Scope of Work; (b) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award; and (c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.
- 2.5. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports, which include the City's reimbursement requests, to the County in a form determined by the County. Reports must be signed by a City official. These reports shall include all of the following:
 - a. A description of each activity accomplished pertaining to the scope of work.
 - b. Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statement should include vendor names, a description of services provided, date paid, and a check or warrant number.
 - c. Reimbursement requests with an Invoice Form and an Invoice Detail Form, which is attached hereto as Exhibit C and incorporated herein by reference, unless the City has a spreadsheet similar to the Invoice Detail Form already in use, in which case the City may use that spreadsheet instead of the Invoice Detail Form. The City will submit the form or similar spreadsheet and submit backup documentation for grant expenses.
 - d. If the City receives funding from sources other than the Local Hazardous Waste Management Program for any of the activities set forth in Exhibit A, then the City's reimbursement request shall acknowledge these other sources and the reimbursement request to the County shall include only a pro-rata share of the expenses.
 - 2.5.1 If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, the reports shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by February 29, 2024, and February 28, 2025.
 - 2.5.2 Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the December 14, 2023,

and December 12, 2024, an estimate or final invoice for activities completed in that calendar year for which the City has not yet submitted a reimbursement request.

- 2.5.3 If the City accepts funding through this grant program for the provision of hazardous waste collection or education programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
- 2.5.4 Within forty-five (45) days of receiving a request for reimbursement from the City, the Program's contract administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The contract administrator will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibits A and B unless the scope has been amended according to Section 5 of this Agreement. The contract administrator retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and/or budget attached as Exhibits A and B.
- 2.6 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the Scope of Work described herein. The City warrants and represents that its procedures are consistent with federal, state, and local laws relating to public contract and bidding procedures. The County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
- 2.7 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
- 2.8 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.
 - 2.8.1 These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.
 - 2.8.2 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

- 2.9 The City agrees to appropriately acknowledge the Program in all media produced in part or in whole with Program funds. Where feasible, the City will use the Program's logo. The intent of this provision is to further strengthen this regional partnership in the public's mind.
 - 2.9.1 The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
 - 2.9.2 The Program agrees to credit the City on all printed materials provided by the City to the Program, which the Program duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the Program will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Des Moines" and/or "text provided courtesy of the City of Des Moines."
 - 2.9.3 The Program retains the right to share the written material(s) produced by the City, which have been funded through this grant, with other King County cities for them to duplicate and distribute. In so doing, the Program will encourage other cities to credit the City on any pieces that were produced by the City.
- 2.10 The City designates Laura Techico; 21630 11th Avenue S., Suite D, Des Moines, WA 98198; 206-870-6595; ltechico@desmoineswa.gov, or designee, as the administrator of this Agreement for the City.
- 2.11 Questions or concerns regarding any issue associated with this agreement that cannot be handled by the Program's Contract Administrator should be referred to the Local Hazardous Waste Management Program Director for resolution.

3. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2023, or the date of execution of the Agreement by both the County and the City and shall terminate on March 31, 2025. The City shall not incur any new charges after December 31, 2024. However, if execution by either Party does not occur until after January 1, 2023, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2023, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.5 of the Agreement.

4. TERMINATION

- 4.1 King County may terminate this Agreement in whole or in part, for convenience, without cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice.
- 4.2 King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County's costs associated

with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

- 4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices/statements as specified in Section 2.5.
- 4.4 If the Agreement is terminated as provided in this section: (a) the County will be responsible to reimburse the City only for allowable expenses, in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and (b) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- 4.5 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other Party.

5. AMENDMENTS

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted Hazardous Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit A, upon written notification by the City to King County and written approval by the County.

6. HOLD HARMLESS AND INDEMNIFICATION

- 6.1 The City agrees to indemnify, defend, and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.
- 6.2 The City's obligations under this section shall include, but not be limited to all of the following: (a) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (b) Indemnification of claims made by the City's own employees or agents; and (c) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the Parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from The City. The provisions of this Section 2.12 shall survive the expiration, abandonment, or termination of this Agreement.

7. INSURANCE

- 7.1 The City, at its own cost, or its contractor(s)/subcontractor(s) at their own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, contractors, and/or subcontractors. The minimum limits of Commercial General Liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Such insurance shall include coverage for, but not be limited to, premises liability, ongoing operations, products and completed operations, advertising injury, and contractual liability. The minimum limit of Automobile Liability insurance shall be \$1,000,000 combined single limit per accident for bodily injury and property damage. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90, or auto pollution coverage. The minimum limit of Pollution Liability insurance shall be \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall include non-owned disposal sites. Any deductible or self-insured retention(s) shall be the sole responsibility of the City or its contractor(s)/subcontractor(s). Such insurance shall cover King County, its officials, employees, and agents as additional insured for full coverage and policy limits against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit D unless Section VII.B. applies. Evidence of required coverage maintained by the contractor(s)/subcontractor(s) must be provided to the County prior to the commencement of any work.
- 7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit D.
- 7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit D.

8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

9. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit A shall be completed by the City no later than December 31, 2024. In the event that the scope of work is not completed by this date, then King County shall retain any unexpended Award funds.

10. SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

11. NOTICE

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail. A copy of any notice shall also be sent via first class mail to the address listed below.

Joy Carpine-Cazzanti, Contract Administrator, or a provided designee King County Department of Natural Resources and Parks Water and Land Resources Division
Hazardous Waste Management Program
201 S. Jackson Street, Suite 5600
Seattle, WA 98104
hazwastegovrelations@kingcounty.gov or jcarpine@kingcounty.gov

If to the City:

Laura Techico, or a provided designee City of Des Moines 21630 11th Avenue S., Suite D Des Moines, WA 98198 ltechico@desmoineswa.gov

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

12. GENERAL PROVISIONS

- 12.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.
- 12.2 Each Party warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that

Agreement No. HW1009

he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

- 12.3 None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 12.4 This Agreement may be signed in multiple counterparts each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.
- 12.5 This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.
- 12.6 This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

<u>City of Des Moines</u>	King County
BY	BY
Michael Matthias, City Manager	Josh Baldi, Director
City of Des Moines	Water and Land Resources Division
	For Dow Constantine, King County Executive
Date	 Date

Exhibit A

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM CITY OF DES MOINES 2023-24 SCOPE OF WORK AND BUDGET

- 1. PROJECT OVERVIEW:
 - A) Des Moines Recycling Collection Events
 - B) Event Dates: Spring and Fall, 2023 and 2024
 - C) Event Hours: 9 am to 3 pm
 - D) Event Location: Des Moines Marina
 - E) Project Managers:

1) City Contact: Laura Techico

Planning and Development Services Manager

City of Des Moines

21630 11th Ave S, Suite "D" Des Moines, WA 98198 Tel - (206) 870-6595 Fax - (206) 870-6544

Email - ltechico@desmoineswa.gov

2) Outside Consultant: Olympic Environmental Resources

4715 SW Walker Street Seattle, WA 98116 TEL - (206) 938-8262

Email – pauldevine@msn.com

- F) Event Activities materials to be collected:
 - 1) Lead Acid Batteries
 - 2) Household Batteries
 - 3) CFC Appliances
 - 4) Computer Monitors*
 - 5) TV Sets*
 - 6) Oil and Latex Paint**

*Will be collected if the material is paid for by Washington Materials Management & Financing Authority.

- **Will be collected if the material is paid for by Washington PaintCare program.
- G) Event Educational Activities the following educational materials will be

1

distributed:

- 1) Information on City recycling programs
- 2) Local Hazardous Waste Management Plan educational materials produced by King County.
- 3) Other appropriate educational materials.
- H) Event Promotion-event promotion will be accomplished by one or more of the following ways:
 - 1) By distributing a promotional flyer through direct mailings to Des Moines households.
 - 2) By including notices in City/community newsletters.
 - 3) By posting a bulletin at City Hall, on the City web site, and on the City cable channel (if available).
 - 4) By publicizing the events through the King County promotional activities, including County websites.

I) Two Year Budget: \$28,761.49

Estimated Costs	2023	2024	2023	2023	2023 TOTAL
	LHWMP	LHWMP	WRR	DOE	
City Staff Salary and Benefits	\$1,438.00	\$1,438.00	\$1,600.00	\$0.00	\$3,038.00
Consultant Services - Management/Staffing/Admin/Graphics	\$6,942.74	\$6,942.75	\$7,500.00	\$6,000.00	\$20,442.74
Collection/Hauling Costs					
Batteries	\$2,000.00	\$2,000.00	\$0.00	\$0.00	\$2,000.00
Other Material Costs	\$400.00	\$400.00	\$3,500.00	\$5,000.00	\$8,900.00
Flyer Printing and Mailing	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00
Event Supplies	\$500.00	\$500.00	\$900.00	\$0.00	\$1,400.00
Other Expenses - rentals and mileage, etc	\$600.00	\$600.00	\$2,000.00	\$1,000.00	\$3,600.00
TOTALS	\$14,380.74	\$14,380.75	\$18,000.00	\$14,500.00	\$46,880.74

2. PERFORMANCE OBJECTIVES:

The City plans to send out approximately 8,400 promotional flyers per event to Des Moines households per event and publicize the events through the City website. The City will also promote events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 45-55 tons of material from the local waste stream over two years.

The annual expected volumes of material collected, based on past events, are as follows:

Type of Material	<u>Total Volume</u>
Lead Acid Batteries	45-65
Household Batteries	15,000-20,000
CFC Appliances	25-40
Computer Monitors	200-300
TV Sets	350-400
Oil Based Paint	500-1,500 pounds
Latex Paint	8,000-10,500 pounds

The benefits expected by the collection of these materials will be to divert them from the waste stream where they could damage the environment and pose health risks to Des Moines residents. The volume of materials collected and diverted will be reported to the King County Health Department at the conclusion of each event. These events will also provide an opportunity to recycle solid waste. The King County Solid Waste Division and Washington State Department of Ecology will pay for the solid waste element.

3. IMPACT OBJECTIVES:

By hosting four or more Recycling Collection Events, Des Moines can further reduce the amount of environmentally damaging materials finding their way to the landfills, storm drains, streams, and other isolated sites in our City. The City of Des Moines has a population of approximately 33,100. The City expects, based on past events, that 2,200–2,800 households will actively participate in the annual events by bringing the materials listed above to the events for proper disposal and recycling over two years. This will result in 45-55 tons of material diverted from the local waste stream for recycling over two years.

In addition to diverting materials from the City waste stream, attracting residents to these events provides an opportunity to distribute educational material on City recycling programs and the Local Hazardous Waste Management Program in King County. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of hazardous materials.

Des Moines will provide the following information to the County for project evaluation after each event:

- 1) The number of participating vehicles.
- 2) The volume of each material collected.
- 3) Actual event cost by budget category.
- 4) Documentation of the materials collected for recycling by the respective service provider.

Agreement # HW1009

EXHIBIT B

2022-2023 BUDGET

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

City of Des Moines 21630 11th Avenue S., Suite D Des Moines, WA 98198

Component Description	2023-2024 Budget
Task 1: Household Hazardous Waste Collection	\$28,761.49
TOTAL	\$28,761.49

Footnote: The 2023-2024 budget can be partly or totally spent in either 2023 and/or 2024 but cannot exceed the budget total in these two years.



INVOICE

Agreement No. HW1009 Exhibit C

Period of Performance: 1/1/23-12/31/24

City of Des Moines

Total

Print Name

21630 11th Avenue S., Suite D
Des Moines, WA 98198
Invoice Processing Contact: Laura Techico
206-870-6595

ltechico@desmoineswa.gov

Submit signed invoice to:
Joy Carpine-Cazzanti
Hazardous Waste Management Program
DNRP Water and Land Resources Division
201 S. Jackson Street, Suite 5600
Seattle, WA 98104
hazwastegovrelations@kingcounty.gov

Invoice for services rendered under this Agreement for the period of:

\$28,761.49

Start	End
Date	Date
MM/DD/YY	

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

\$0.00

\$0.00

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

Supplier Pay Site DES MOINES

Invoice Date ___

Amount to be Paid

Invoice #

Requistioner name/phone Kristin Painter 206-477-5470

Purchase Order #

King County Accounts Payable Information

Remit to Address 21630 11th Avenue S., Suite D

Des Moines, WA 98198

\$0.00

\$28,761.49

Supplier Name City of Des Moines
Supplier # 1270

Materials and quantities collected:	Collection o	r education event details:		_
Gallons of motor oil	Number of 6	events		
Number of motor oil filters	No. of partic	ipants at collection events		
Gallons of mixed fuel	No. of partic	ipants at education events		
Gallons of antifreeze				
Pounds of lead acid batteries				
Pounds of dry batteries				
Number of CFC aplliances				
Number of fluorescent bulbs				
Other (please specify)				
I, the undersigned, do hereby certify under the laws of documents, or concealment of material fact may be pr				
Recipient Signed	Date	Haz Waste Program Authorizati	on / Approval	Date

Salaries & Wages- List by Employee			Hours	Rate of Pay/ Hr	Budget	Previously	Current	Cumulative	Balance (Bud
						Billed	Expenditure	(Previous + Current)	less Cumulat
	Subtotal				\$ -	\$ -	\$ -	\$ -	\$
ringe Benefits			Base	Rate	Budget	Previously Billed	Current Expenditure		Balance (Bud less Cumulat
								Current)	
	Subtotal				\$ -	\$ -	\$ -	\$ -	\$
Consultant Costs- Itemize by consult pelow	ant		Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Bu
					\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ \$ \$
	Subtotal				\$ -	\$ -	\$ -	\$ -	\$
supplies- Please detail below					Budget	Previously Billed	Current Expenditure		Balance (Bu
								Current)	
ravel	Subtotal				\$ - Budget	\$ - Previously	\$ -	\$ - Cumulative	\$ Balance (Bud
In State Travel			Total # of Miles	Rate		Billed	Expenditure	(Previous + Current)	less Cumula
Out of State Travel			# of People	Rate					
Per Diem and Lodging		# of People	# of Units	Unit Cost					
	Subtotal				ŕ	ć		\$ -	
Other Costs- Please detail below	Subtotai				\$ - Budget	\$ - Previously	\$ -	Cumulative	\$ Balance (Bu
					\$ -	Billed \$ -	\$ -	(Previous + Current)	\$
	Subtotal				\$ -	\$ - \$ -	\$ - \$ -	\$ - \$ - \$ -	\$ \$
Overhead Costs- Please detail below					Budget	Previously Billed	Current Expenditure	Cumulative	Balance (Bue
						\$ -	\$ -	Current)	\$
	Subtotal				\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ - \$ - \$ -	\$ \$ \$
					Budget	Previously Billed	Current Expenditure		Balance (Bu
Direct Costs Total					\$ -	\$ -	\$ -	Current)	\$
Gi	and Total				\$ -	\$ - \$ -	\$ - \$ -	\$ - \$ -	\$
lotes regarding this Invoice									

Invoice Detail Page 3

Exhibit D



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

Fax: 206-575-7426

www.wciapool.org

2/17/2023 **Ref#**: 14462

Public Health - Seattle & King County Attn: Gloria Kemp-Boyd 401 Fifth Avenue, Suite 1300 Seattle, WA 98104

Re: City of Des Moines

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM 2023-24

Evidence of Coverage

The City of Des Moines is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$4 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stopgap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Des Moines. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Des Moines all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,

Rob Roscoe Deputy Director

cc: Bonnie Wilkins Laura Techico



P.O. Box 88030

Tukwila, WA 98138

Phone: 206-575-6046

2/17/2023 **Ref#:** 14462

Fax: 206-575-7426 www.wciapool.org

Loss Payee:

Public Health - Seattle & King County Attn: Gloria Kemp-Boyd 401 Fifth Avenue, Suite 1300 Seattle, WA 98104

Re: City of Des Moines

LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM 2023-24

Evidence of Coverage

The City of Des Moines is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

The member has coverage under the WCIA Auto Physical Damage Joint Protection Program up to a loss limit of \$250,000 per occurrence, excess of the member's individual deductible.

Coverage provides for all risks of direct physical loss or damage, subject to policy terms, conditions and exclusions for automobile physical damage.

Sincerely,

Rob Roscoe Deputy Director

cc: Bonnie Wilkins Laura Techico

Consent Calendar Item #6

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2023 Passenger Ferry Pilot Implementation	FOR AGENDA OF: May 4, 2023
	DEPT. OF ORIGIN: Administration
ATTACHMENTS:	DATE SUBMITTED: April 26, 2023
 Operating Agreement with PROPSF 	
2. Consulting Agreement with Maritime	CLEARANCES:
Consulting Partners	[] City Clerk
3. 2023 Revenue Estimate	[] Community Development
	[] Courts
	[] Director of Marina Redevelopment
	[] Emergency Management
	[X] Finance fff 2
	[] Human Resources
	[X] Legal <u>/s/TG</u>
	[X] Marina (Su)
	[] Police
	[] Parks, Recreation & Senior Services
	[] Public Works
	APPROVED BY CITY MANAGER
	FOR SUBMITTAL: Km Mours

Purpose and Recommendation

The purpose of this agenda item is for the City Council to ratify and approve the agreements that will enable the City to implement a passenger ferry pilot program for twenty weeks this year. The Council has previously been briefed on the program, allocated the funding for the pilot program and authorized administration to negotiate these agreements.

Suggested Motion

Motion 1: "I move to ratify and approve the Operating Agreement with PROPSF in the amount of \$578,206 to operate the passenger ferry pilot program for 2023, and authorize the City Manager to sign the Agreement substantially in the form as attached."

Motion 2: "I move to approve the Operations Management Agreement with Maritime Consulting Partners in an amount not to exceed \$108,000, and authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

A passenger-only water taxi has long been considered as a project of potential value for our City. The overwhelming success of the limited trial conducted in the summer of 2022 has demonstrated substantial support for permanent service. More data is warranted to determine whether commuter demand warrants additional service. The 2023 expanded trial will seek to better understand consumer demand earlier and later in the day, longer into the work week, and earlier into the spring.

The City Council has been briefed a number of times as this project developed. The City Council budgeted \$400,000 for the 2023 pilot project and authorized the City Manager to negotiate contracts necessary to implement this expanded pilot. At the April 13, 2023 Council meeting the City Manager informed the Council he would be signing the agreements due to the necessity of securing the vessel, arranging delivery and finalizing the operating agreement in order to facilitate a mid/late May start to the program. The first Council meeting after negotiations were completed is May 4, 2023.

The operator, PROPSF is veteran ferry operator from San Francisco who will be using the *Billie J* to run the service. The *Billie J* is the sister to the *Chilkat Express* used last year—though substantially newer.

Discussion

In the context of reviewing and moving forward with our Marina redevelopment process including development of Marina Steps and significant capital investment in our Marina (primarily dock replacement, and infrastructure improvements to the north bulkhead), an initial pilot implemented in 2022 has demonstrated consumer demand, heightened regional visibility for Des Moines retail businesses, and increased visitor traffic in downtown Des Moines. During the 2022 pilot, vessel availability restricted the length of the trial to August and September. This trial, even though limited in duration, exceeded expectations in both passenger counts and revenue.

The 2022 Final Report completed by Maritime Consulting Partners, was issued in December 2022. The report indicated strong support for expanding passenger-only water taxi service. Revenues from the 2022 trial were 250% of expectations, and ridership was 400% of expectations. The report recommended exploring demand earlier in the week, earlier into the spring and a longer day to determine overall consumer demand and long-term viability of providing passenger-only water taxi service to downtown Seattle.

The passenger only water taxi team has identified a vessel, operator and a Seattle terminal appropriate for an expanded trial from May through September 2023 to understand demand for long-term passenger-only service between Des Moines and downtown Seattle. There were numerous logistics that needed to be identified and negotiated prior to bringing these agreements forward, including delivery of the vessel from California, identification and confirmation of a landing point in Seattle, obtaining necessary approvals for the route, and scheduling.

Alternatives

The alternative is to not move forward with an expanded trial of passenger-only water taxi service connecting Des Moines and the Seattle downtown waterfront. Given Council's prior budgeting for this project, the considerable public support, and the substantial work that has gone into planning for the 2023 season, this is not recommended.

2

Financial Impact

In order to implement this pilot program, City administration reallocated \$400,000 from unspent American Rescue Plan Act (ARPA) funds. After negotiating the required agreements, the anticipated net costs for this pilot program will meet expected costs. As this is a pilot project, there may be unexpected expenses incurred along the way, therefore administration has included some contingency funds in the total contract amount requests.

Although the contract prices exceed the amount budgeted, revenues from ticket sales (farebox recovery) are estimated to be substantially higher than revenues from the 2022 pilot. Prices have been increased slightly to better align with industry norms and consumer survey feedback. The pilot period is also significantly longer. Given these changes, farebox recovery is estimated to be on the order of \$287,000 predicated on average passenger counts from 2022. The revenue estimate is included in Attachment 3.

Operating Agreement:	\$578,206
Operations Management Agreement:	\$108,000
Revenue (Farebox Recovery):	(\$287,000)
Total =	\$399,206

In the future, if City Council wants to proceed with water taxi service beyond this trial, we anticipate that passenger ferry service would be financed through a public/private partnership. We are not currently associating this effort with the Washington State ferry service.

Recommendation

To proceed with this pilot program passenger ferry service in 2023.

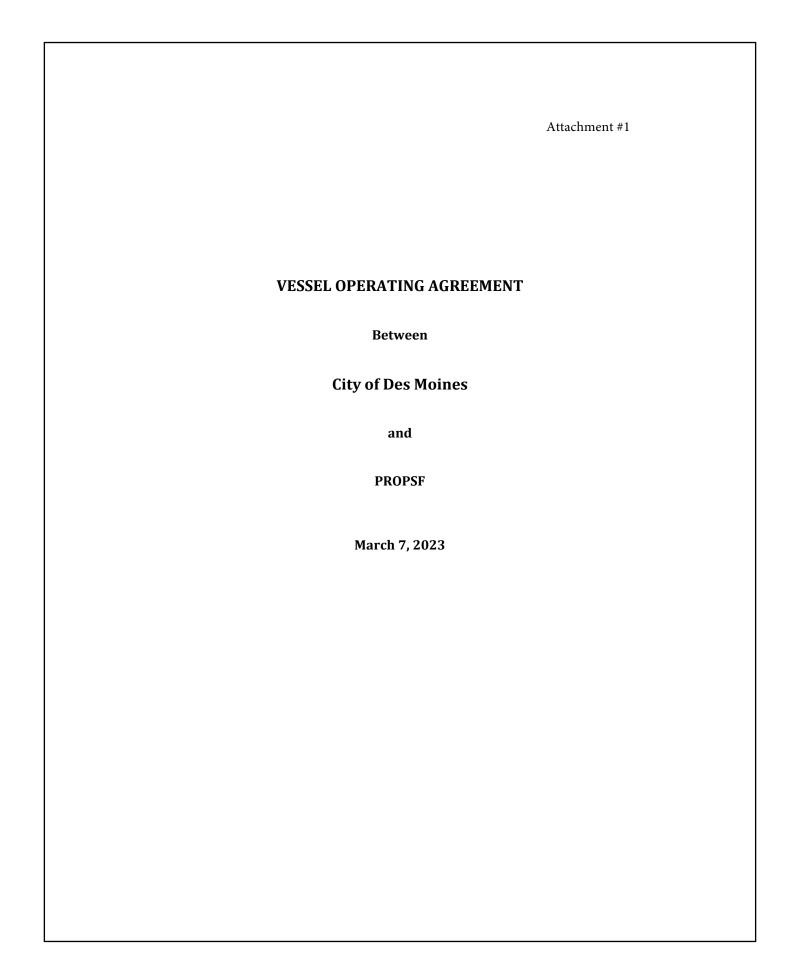


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Vessel Operating Agreement

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This Vessel Operating Agreement ("Agreement") is entered into effective as of March 7, 2023 by and between the City of Des Moines, Washington, a municipality ("City" or "Owner"), and PropSF, LLC, a California limited liability company, qualified to do business in and doing business in the State of Washington ("Operator").

1. Definitions

For the purposes of this Agreement, the following terms (whether capitalized or not) shall have the meanings set forth in this Section.

"Agreement" means this Agreement between the City of Des Moines (Owner) and PROPSF (Operator) for operation of the Des Moines Water Taxi Pilot Project.

"<u>Capital Expenditure</u>" means an expense incurred for a newly purchased capital asset or an investment / improvement that extends the useful life of an existing capital asset and / or increases its value. This shall also include Major Repairs in excess of \$2,500.

"Crew" means those personnel employed by the Operator aboard the Vessel(s). Crew meet the definition of "Seamen" under federal wage and hour laws.

"<u>Demobilization Expenses</u>" means all expenditures or obligations of whatever kind or nature, incurred by the Operator to suspend, shutdown and wrap up Water Taxi Services at the conclusion of Water Taxi Service.

"Emergency Expenditure" means any expenditure, which is not included in the Annual Operating Budget or Capital Improvement Budget necessary to correct any condition that jeopardizes the vessels, facilities, employee or public safety.

"<u>Facilities</u>" means any and all portions or parts of the Water Taxi Service, its docks, landings, grounds, and real property as identified in Annex "A" attached hereto. Facilities does not include the Vessel(s).

"Water Taxi Service" means the Des Moines Water Taxi Pilot Project.

"Flag State" means the United States of America.

"Operating Fee" means the fee paid to the Operator by the Owner for the Operations Services described in this Agreement. The Operating Fee covers all overhead and profit for the Operator during the scheduled Water Taxi Service.

"Mobilization Expenses" means all expenditures or obligations of whatever kind or nature, incurred by the Operator to bring the Water Taxi Service into operation.

"MTSA" means the Maritime Transportation Security Act of 2002.

"Operating Expenses" means the actual expenditures or obligations of whatever kind or nature, incurred by the Operator for the operation of the Water Taxi Service. Operating

Vessel Operating Agreement

March 7,2023

Page 3

Expenses begin with the commencement of scheduled Water Taxi Service (following the mobilization phase of the project).

"Operating Income" means any and all fares, fees and commissions collected from riders for use of the Water Taxi Service.

"Operations Services" means the services specified in Sections 5 through 8 and all other functions performed by the Operator under the terms of this Agreement.

"Parties" means the Parties to this Agreement, who are the Owner and the Operator. "Party" means one or the other.

"Schedule" means the operating schedule for the Water Taxi Service identified in Annex "C" attached hereto.

"SMS" means the Safety Management System (as defined by the ISM Code).

"<u>Term</u>" means the period commencing as of the effective date of this Agreement identified in Section 3 (Term of Agreement).

"Vessel(s)" means the vessel or vessels managed by the Operator as set out in Annex "B" attached hereto. When Vessel is used it shall be construed to be mean all the Vessels identified in Annex "B."

2. Commencement and Appointment

With effect from the date stated in Section 3 (Term of Agreement) for the commencement of the Operation Services and continuing unless and until terminated as provided herein, the Owner hereby appoints the Operator, and the Operator hereby agrees to operate the Water Taxi Service and Vessel(s) on the Owner's behalf.

3. Term of Agreement

This Agreement shall commence as of the dates of signature — and continue and remain in full force until the completion of the Water Taxi Service described in Annex C — or as other terminated as provided herein.

4. Authority of Operator

Subject to the terms and conditions herein provided, during the period of this Agreement the Operator shall carry out the Operations Services in respect of the Vessel(s). The Operator shall have authority to take such actions as they may from time to time in their absolute discretion consider to be necessary to enable them to perform the Operations Services in accordance with sound vessel operations practice, including but not limited to compliance with all relevant rules and regulations.

Vessel Operating Agreement

March 7,2023

5. Vessel and Systems Management

The Operator shall provide vessel and systems management as follows:

- (a) ensuring that the Vessel(s) comply with the requirements of the law of the Flag State;
- (b) providing competent personnel to supervise the general operational efficiency of the Vessel(s);
 - (c) ensuring necessary operating procedures and instructions are in place and in effect;
- (d) arranging the supply of necessary operating parts and consumables, fuels, and lubricants; and
 - (e) directing best effort to deliver the published operating Schedule.

6. Crew Management

The Operator shall provide suitably qualified Crew. The provision of such Crew Management services to include the following services:

- (a) screening, selecting, engaging and providing for the administration of the Crew, including, as applicable, payroll arrangements, pension arrangements, tax, social security contributions and other mandatory dues related to their employment;
- (b) ensuring the applicable requirements of the laws of the Flag State in respect of rank, qualification and certification of the Crew and employment regulations, such as Crew's tax and social insurance, are satisfied;
- (c) ensuring all Crew have passed national criminal history background check and a preemployment drug test and remain in a random drug testing program;
- (d) ensuring all Crew are physically fit and capable of carrying out the duties for which they have been employed;
- (e) ensuring the Crew are US citizens and command of the English language of a sufficient standard to enable them to perform their duties safely;
- (f) ensuring the Crew receives all necessary familiarization, safety and position-specific training;
 - (g) arranging transportation of the Crew, including repatriation;
 - (h) conducting union negotiations (as applicable); and
- (i) ensuring that the Crew, on joining the Vessel, are given proper familiarization with their duties in relation to the Vessel's SMS, or other safety program(s), and that instructions

Vessel Operating Agreement

March 7,2023

which are essential to the safety program(s) are identified, documented, and given to the Crew prior to sailing.

7. Management of Routine Maintenance and Repair

The Operator shall perform routine pre-start procedures, shut-down procedures, and conduct routine maintenance and repair activities as required for the Vessel(s). Operator will maintain required operating and maintenance logs.

The Operator shall track all costs and maintain proper records.

8. Management or Major Repairs and Capital Projects

The Operator shall arrange and supervise any major repairs and capital projects consistent with the laws of the Flag State.

The Operator shall track all costs and maintain proper records.

9. Insurance Arrangements

The Owner and Operator shall arrange insurances as described in Annex "D" under such terms as mutually agreed regarding conditions, insured values, deductibles, franchises and limits of liability.

10. Indemnifications

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

It is further specifically and expressly understood that the indemnification provided herein constitutes the Operator's waiver of immunity under <u>Industrial Insurance</u>, <u>Title 51 RCW</u>, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. Operator's Obligations

The Operator undertakes to use best endeavors to provide the Operations Services in accordance with sound vessel operations practice in all matters relating to the provision of services hereunder.

Provided however, that in the performance of their operations responsibilities under this Agreement, the Operator shall be entitled to have regard to their overall responsibility in relation to all vessels as may from time to time be entrusted to their management and in particular, but without prejudice to the generality of the foregoing, the Operator shall be required to allocate

Vessel Operating Agreement

March 7,2023

Page 6

available supplies, manpower and services in such manner as in the prevailing circumstances the Operator in their absolute discretion consider to be fair and reasonable so as to fulfill its obligations under this agreement.

12. Owner's Obligations

- (a) The Owner shall pay all sums due to the Operator's punctually in accordance with the terms of this Agreement.
- (b) The Owner shall arrange insurances in accordance with Annex "C" under such terms as mutually agreed.
- (c) The Owner shall arrange for any improvements required of the docks, floats, fendering, gangways, mooring fixtures, and utilities to support the Des Moines Water Taxi Service. Including signage and security.
- (d) The Owner shall arrange for any required notifications and approvals by the Washington Utilities and Transportation Commission.
- (e) The Owner shall arrange for any reservations and fare collection software / applications. Operator shall be responsible for collecting tickets prior to entry to the Vessel as well as offering tickets for sale at the Vessel. Any training of crew to take tickets, and any equipment needed, shall be provided and paid for by the Owner.
 - (f) The Owner shall arrange for marketing and communications activities.

13. Income Collected and Expenses Paid on Behalf of Owner

- (a) All Operating Income collected by the Operator under the terms of this Agreement shall be deposited in a dedicated revenue account and transferred to the Owner, in entirety, on a weekly basis.
- (b) All Operating Expenses incurred by the Operator under the terms of this Agreement shall be Operator's sole responsibility.
- (c) Operating Expenses include all project related costs including project specific management and administration, as detailed in the approved budget.
 - (d) Corporate overhead and profit is covered in the Operations Fee (stated in Section 15).
- (e) Operator shall arrange for and staff concessions on the Vessel to include food and drink sales. All profit from those sales shall be retained by the Operator.

Vessel Operating Agreement

March 7,2023

14. Mobilization and Demobilization Expenses

All Mobilization and Demobilization Expenses incurred by the Operator under the terms of this Agreement are the responsibility of the Operator, not including the delivery from Emeryville. The cost of delivering any vessel to Des Moines to be covered by separate agreement. The Owner will make a good faith attempt to assist the Operator with long term charter following the end of this Pilot Project.

15. Operating Fee and Operating Expenses

- (a) The Owner shall pay to the Operator an Operating Fee of \$578,206.00 gross, excluding farebox recovery, per Annex 1A for the service called out under this Agreement. Payments shall be paid in equal monthly installments starting two days after delivery of the Vessel to Puget Sound until the end of the service.
- (b) The Owner shall pay for fuel directly.
- (c) The Owner shall reimburse the Operator for moorage in Seattle.
- (d) The Owner shall pay for all docking and usage fees at the Des Moines Marina.
- (e) Additional operations outside of the official schedule (Annex "C") may be negotiated separately from this agreement.
- (f) If the Operator is unable to operate the vessel due to an unforeseen catastrophic loss or other event that prevents the vessel from operating for a period longer than four consecutive days, the parties agree to find an agreeable solution. If no agreeable solution is feasible prior to the end of the contract, the contract will stop and the Owner will only compensate the Operator for all services previously rendered.

16. Payments

The Owner shall make payments to the Operator as follows:

(a) Payments shall be by wire transfer or ACH to the account designated by the Operator.

The first (1st) payment no later than May 1, 2023.

Thereafter, subsequent payments will be made one a month in equal installments.

- (d) To the extent they occur, reimbursable fuel expenses shall be due 15 days following receipt of invoice (with all supporting back-up) by the Owner from the Operator
- (f) In the event any payment is not made on time, the Operator shall be entitled to charge interest on those outstanding amounts at the rate of 12% per annum.

Vessel Operating Agreement

March 7,2023

Page 8

17. Operator's Right to Sub-Contract

The Operator shall not subcontract any of their obligations hereunder without the prior written consent of the Owner that shall not be unreasonably withheld. In the event of such a subcontract the Operator shall remain fully liable for the due performance of their obligations under this Agreement.

18. Responsibilities

- (a) Force Majeure Neither party shall be liable for any loss, damage or delay due to any of the following force majeure events and/or conditions to the extent that the party invoking force majeure is prevented or hindered from performing any or all of their obligations under this Agreement, provided they have made all reasonable efforts to avoid, minimize or prevent the effect of such events and/or conditions:
 - (i) acts of God;
- (ii) any Government requisition, control, intervention, requirement or interference;
- (iii) any circumstances arising out of war, threatened act of war or warlike operations, acts of terrorism, sabotage or piracy, or the consequences thereof;
 - (iv) riots, civil commotion, blockades or embargoes;
 - (v) pandemics, epidemics;
 - (vi) earthquakes, landslides, floods or other extraordinary weather conditions;
- (vii) strikes, lockouts or other industrial action, unless limited to the employees (which shall not include the Crew) of the party seeking to invoke force majeure;
- (viii) fire, accident, explosion except where caused by negligence of the party seeking to invoke force majeure; and
 - (ix) any other similar cause beyond the reasonable control of either party.

19. General Administration

- (a) The Operator shall keep the Owner informed in a timely manner of any incident of which the Operator becomes aware which gives or may give rise to delay to the Vessel or claims or disputes involving third parties.
- (b) To the extent that a claim falls under and is covered by the Operator's insurance, Operator shall handle and settle all claims and disputes arising out of the Operations Services hereunder, unless the Owner instructs the Operator otherwise. The Operator shall keep the

Vessel Operating Agreement

March 7,2023

Owner appropriately informed in a timely manner throughout the handling of such claims and disputes.

- (c) On giving reasonable notice, the Owner may request, and the Operator shall in a timely manner make available, all documentation, information and records in respect of the matters covered by this Agreement either related to mandatory rules or regulations or other obligations applying to the Owner in respect of the Vessel to the extent permitted by law.
- (d) On giving reasonable notice, the Operator may request, and the Owner shall in a timely manner make available, all documentation, information and records reasonably required by the Operator to enable them to perform the Operations Services.

20. Inspection of Vessel(s)

The Owner may at any time after giving reasonable notice to the Operator inspect the Vessel(s) for any reason they consider necessary.

21. Compliance with Laws and Regulations

The Parties will not do or permit to be done anything that might cause any breach or infringement of the laws and regulations of the City of Des Moines, the State of Washington and the United States.

22. Duration of the Agreement

(a) This Agreement shall come into effect upon the date stated in Section 3 (Term of Agreement) and shall continue until terminated by either party by giving notice to the other; in which event this Agreement shall terminate upon the completion of the Water Taxi Service, unless terminated earlier in accordance with Section 23 (Termination).

23. Termination

(a) Owner's or Operator's default.

If either party fails to meet their obligations under this Agreement, the other party may give notice to the party in default requiring them to remedy it. In the event that the party in default fails to remedy it within 30 calendar days, to the reasonable satisfaction of the other party, that party shall be entitled to terminate this Agreement with immediate effect by giving notice to the party in default.

- (b) Notwithstanding Section 23(a):
- (i) The Operator shall be entitled to terminate the Agreement with immediate effect by giving notice to the Owner if any monies payable by the Owner have not been received in the Operator's nominated account within five business days of receipt by the Owner of the Operator's written request (which may be provided electronically), or if the Vessel(s) is repossessed by the Mortgagee(s).

Vessel Operating Agreement

March 7,2023

- (ii) If the Owner proceeds with the employment of or continues to employ the Vessel in the carriage of contraband, blockade running, or in an unlawful trade, or on a voyage which in the reasonable opinion of the Operator is unduly hazardous or improper, the Operator may give notice of the default to the Owner, requiring them to remedy it a soon as practically possible. In the event that the Owner fails to remedy it within 3 business days to the satisfaction of the Operator, the Operator shall be entitled to terminate the Agreement with immediate effect by notice.
- (iii) If either party fails to meet their respective obligations under Section 9 (Insurance Arrangements), the other party may give notice to the party in default requiring them to remedy it within 10 business days, failing which the other party may terminate this Agreement with immediate effect by giving notice to the party in default.

(c) Extraordinary Termination

This Agreement shall be deemed to be terminated in the case of the sale of the Vessel or, if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned or has been declared missing or, if bareboat chartered, unless otherwise agreed, when the bareboat charter comes to an end.

- (d) For the purpose of Section 23(c) hereof:
- (i) the date upon which the Vessel is to be treated as having been sold or otherwise disposed of shall be the date on which the Vessel's owners cease to be the registered owners of the Vessel:
- (ii) the Vessel shall be deemed to be lost either when it has become an actual total loss or agreement has been reached with the Vessel's underwriters in respect of its constructive total loss or if such agreement with the Vessel's underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred; and
- (iii) the date upon which the Vessel is to be treated as declared missing shall be ten (10) days after the Vessel was last reported or when the Vessel is recorded as missing by the Vessel's underwriters, whichever occurs first. A missing vessel shall be deemed lost in accordance with the provisions of Section 23(d) (ii).
- (e) This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or administrator is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.
- (f) In the event of the termination of this Agreement for any reason other than default by the Operator, the Operations Fee payable to the Operator according to the provisions of Section 15 (Operations Fee), shall continue to be payable in full, for the then current period.

Vessel Operating Agreement

March 7,2023

(g) The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.

24. Dispute Resolution

- (a) This Agreement shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Agreement shall be referred to three persons at Seattle, Washington, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgment may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.
- (b) In cases where neither the claim nor any counterclaim exceeds the sum of USD 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.

25. Notices

(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Agreement shall be in writing and shall, unless specifically provided in this Agreement to the contrary, be sent to:

For the Owner

Michael Matthias City Manager 21630 11th Ave S., Suite A Des Moines, WA 98198

For the Operator

Alex Kryska Chief Operating Officer PROPSF, LLC 3310 Powell St Emeryville, CA 94129

- (b) A notice may be sent by registered or recorded mail, facsimile, electronically or delivered by hand in accordance with this Section 25(a).
- (c) Any notice given under this Agreement shall take effect on receipt by the other party and shall be deemed to have been received:
 - (i) if posted, on the seventh (7th) day after posting;

(ii) if sent by facsimile or electronically, on the day of transmission; and

Vessel Operating Agreement

March 7,2023

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(iii) if delivered by hand, on the day of delivery.

And in each case proof of posting, handing in or transmission shall be proof that notice has been given, unless proven to the contrary.

26. Entire Agreement

This Agreement constitutes the entire agreement between the parties and no promise, undertaking, representation, warranty or statement by either party prior to the date stated in Section 3 (Term of Agreement) shall affect this Agreement.

Any modification of this Agreement shall not be of any effect unless in writing signed by or on behalf of the parties.

27. Partial Validity

If any provision of this Agreement is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Agreement to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

28. Interpretation

In this Agreement:

(a) Singular/Plural

The singular includes the plural and vice versa as the context admits or requires.

(b) Headings

The index and headings to the Sections and Annexes to this Agreement are for convenience only and shall not affect its construction or interpretation.

(c) Day

"Day" means a calendar day.

OWNER, CITY OF DES MOINES	OPERATOR	
By Its City Manager	PROPSF	
Dated	Dated	
APPROVED AS TO FORM:		
City Attorney		

	ANNEX A - Facilities	
Landings		
Des Moines Marina		
King County Marine Terminal		

ANNEX B - Vessel(s)

NAME OF VESSEL: BILLIE J Type of vessel: Catamaran

In survey to: USCG Subchapter T

Home port: Emeryville, CA

Owner: PROP

Hull construction material: Aluminum

Superstructure construction material: Aluminum

Deck construction material: Aluminum

Length overall: 65' Length waterline: 58'-9"

Beam: 23'-6" Draught: 3' Depth: 6'-5"

Tonnage/s: Under 100 GT

Main engine/s: 4 Caterpillar C-18 X 875 bhp at 2200 rpm

Gearbox/s: None

Propulsion: 4 x Hamilton HJ 403 Waterjet units Generator/s: 1 x Northern Lights 25 kW genset Maximum speed: 46 kts. estimated (lightship) Cruising speed: 38 kts. estimated (full load) Electronics supplied by: Radar Marine Radar/s: 1 x Furuno 1834C Navnet Radar

Depth sounder/s: Furuno BBFF1 Network Sounder

Radio/s: 2 x Icom M-504 VHF Radios Plotters: Furuno GP 1920C Navnet Plotter

A.I.S. Furuno FA150 AIS System

Audio visual system: DVD Entertainment 6 Video screen display & 16 Bose Speakers

Other electronics: None

Winches: None

Capstan/Windlass: 24V DC Maxwell VC1500

Cranes: None

Seating: 70 Beurteaux Ocean Diner Seats

Flooring/Deck surface finishes: Carpet/Non-skid paint

Interior fitout/furnishings: Ayrlite paneling Safety equipment: Lifejackets/Life rings

Fuel capacity: 2 X 400 gal

Fuel Consumption (est.): 38 kts. Laden, 2 gal/nm

Freshwater capacity: 1 X 50 gal

Crew: 3

Passengers: 70

Vessel Operating Agreement

March 7,2023

Page 16

ANNEX C - Schedule

 $20\ continuous\ weeks\ of\ operation\ with\ an\ anticipated\ start\ date\ the\ week\ of\ May\ 23,\ 2023.$

WEEKDAY SCHEDULE (proposed)					
Des Moine	s to Seattle		Seattle to I	Des Moines	
Depart	Arrive		Depart	Arrive	
7:30 AM	8:15 AM		8:30 AM	9:15 AM	
9:30 AM	10:15 AM		10:30 AM	11:15 AM	
11:30 AM	12:15 PM		12:30 PM	1:15 PM	
3:00 PM	3:45 PM		4:00 PM	4:45 PM	
5:00 PM	5:45 PM		6:00 PM	6:45 PM	
WEEKE	ND AND HOLI	DAY SCH	HEDULE (pro	posed)	
Des Moine	s to Seattle		Seattle to Des Moines		
Depart	Arrive		Depart	Arrive	
10:00 AM	10:45 AM		11:00 AM	11:45 AM	
12:00 PM	12:45 PM		1:00 PM	1:45 PM	
2:00 PM	2:45 PM		3:00 PM	3:45 PM	
5:30 PM	6:15 PM		6:30 PM	7:15 PM	
7:30 PM	8:15 PM		8:30 PM	9:15 PM	

ANNEX D - Insurance

Obtained by Operator

Operator shall maintain the following insurance on its own behalf with insurance companies lawfully authorized to do business in or on an admitted basis or who are an authorized insurance carrier in the jurisdiction in which the vessel is being operated and furnish to the Owner Certificates of Insurance and additional insured endorsements evidencing same.

- 1. Workers' Compensation and Employers Liability: Statutory benefits as required by the Workers' Compensation laws of The State of Washington and reference to such compliance made on all certificates of insurance.
- a) Workers' Compensation Coverage: Self-insured.
- b) Employers Liability Limits not less than:

Bodily Injury by Accident: \$1,000,000 Each Accident
Bodily Injury by Disease: \$1,000,000 Each Employee
Bodily Injury by Disease: \$1,000,000 Policy Limit

- c) Coverage shall be provided for the United States Longshore and Harbor Workers' Compensation Act.
- 2. Marine General Liability (Occurrence form): Bodily Injury, Property Damage and Personal Injury (including Premises Operations, Independent Contractors, Products/Completed Operations, Personal Injury, Broad Form Property Damage). Owner shall be endorsed as an additional insured on Marine General Liability policy.

(1)	General Aggregate:	\$2,000,000
(2)	Products/Completed Operations	
	Aggregate:	\$1,000,000
(3)	Each Occurrence:	\$1,000,000
(4)	Personal and Advertising Injury:	\$1,000,000
(5)	Fire Legal Liability	\$ 100,000
	(Damage to rented premises)	
(6)	Medical Payments (any one	\$ 5,000
	person)	

- 3. Automobile Liability:
 - a) Coverage to include:

All Owned, Hired and Non-Owned Vehicles (Any Auto)

- b) Per Accident Combined Single Limit \$1,000,000
- 4. Marine Umbrella Liability:
 - a) Occurrence Limit: \$10,000,000
 - b) Aggregate Limit (where applicable): \$10,000,000
- c) Policy to apply following form of the Marine General Liability. Owner shall be endorsed as an additional insured on Marine Umbrella Liability policy.
- 5. Protection & Indemnity Liability:

Vessel Operating Agreement March 7,2023

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Protection & Indemnity: As per Form "SP23" or equivalent P&I Club rules, including vessel pollution liability, to an amount no less than Ten Million (\$10,000,000).

6. Property, Equipment, Machinery &/or Stored Equipment:

Operators shall maintain insurance on their owned or leased equipment, tools, trailers, etc.

7. Marine Pollution Legal Liability/Environmental Impairment Liability Insurance:

All insurance required by any regulatory commission or other governmental agency to be carried by a passenger boat services including but not limited to Marine Pollution Legal Liability/Environmental Impairment Liability Insurance in an amount no less than Ten Million Dollars (\$10,000,000) for each single occurrence to provide coverage for all necessary and reasonable costs or expenses of removing, nullifying, cleaning up, transportation or rendering ineffective, any substance which has caused environmental impairment provided, however, that notice of such an occurrence be given the Owner within 24 hours of said occurrence. Additionally, Operator will provide the Owner with copies of all current licenses and/or permits required by the Federal government, the State(s) or local jurisdiction(s) where the vessel is to be operated prior to the seasonal operation date.

8. Hull & Machinery:

Operator shall maintain insurance against direct damage to the vessels, such insurance to be written on American Institute Hull clauses including collision liability for an amount equal to the vessels fair market value.

Any deductible, self-insured retention, co-insurance, co-payment or percentage of participation shall be the responsibility of the Owner.

- 9. Financial Rating and Admitted Status of Insurance Companies:
- a) A.M. Best Rating: A- (Excellent) or Higher
- b) A.M. Best Financial Size Category: Class VII or Higher

With insurance companies that are admitted or authorized to do business in the jurisdiction in which the Premises is located

- 10. If the Operator maintains higher insurance limits than the minimums shown above, the Owner shall be insured for the full available limits of Marine General and Excess or Umbrella liability maintained by the Operator, irrespective of whether such limits maintained by the Operator are greater than those required by this Contract or whether any certificate of insurance furnished to the Owner evidences limits of liability lower than those maintained by the Operator.
- 11. The Operator's Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect the Owner. Any insurance, self-insurance, or self-insured pool coverage maintained by the Owner shall be excess of the Operator's insurance and shall not contribute with it.

Vessel Operating Agreement

March 7,2023

12. Operator's maintenance of insurance, its scope of	f coverage and limits as required herein
shall not be construed to limit the liability of the Operator	r to the coverage provided by such
insurance, or otherwise limit the Owner's recourse to an	y remedy available at law or in equity.
Obtained by Owner	
Owner shall maintain liability coverage in the amou	
Washington Cities Insurance Authority, a self-insured munic	cipal risk pool, satisfies this requirement.
Vessel Operating Agreement	March 7,2023
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Attachment #2



March 11, 2023

Michael Matthias Des Moines City Manager 21630 11th Ave. S. Suite A Des Moines, WA 98198

Project/Reference: Des Moines Ferry Project GCSA; 29 April 2021

Task Order #6: Operations Management

This Task Order is subject to the terms and conditions set forth in the General Consulting Services Agreement except where explicitly stated.

SCOPE OF WORK

In support of the 2023 Des Moines ferry service, Maritime Consulting Partners (MCP) proposes to provide the following services under Task Order #6.

Owner's Representation including Ferry Operations and Project Management.

I. Operations and Project Management

Provide ferry operations management to include:

- Interface with and between the time charter representative, vessel crew, City of Des Moines staff, and other City of Des Moines contractors.
- Monitor of contract compliance.
- Monitor of customer service standards.
- Monitor project operating costs.
- Monitor fare collection and reconciliation.
- Interface with King County (for use of p50).
- Collect and track performance metrics.
- Activate and monitor rider alert system if deviations from the published schedule occur.
- Track and assist with the resolution of customer service issues.
- Track fuel usage and other reimbursable expenses under the time charter.
- · Provide input and advise on marketing and social media activities.
- Work with the city to identify and implement the shoreside support strategy (in Des Moines and Seattle).
- Assist the City with the scheduling and management of the shoreside support strategy.
- Interface with regulatory agencies on behalf of Des Moines.
- Complete regular operating budget tracking and reporting.
- Function as incident commander in case of emergency activities / operations

DELIVERABLES

The deliverable for Task Order #6 is:

MCP Des Moines Ferry Pilot Project
Task Order #6 1 March 11, 2023



 Owner's representation services including ferry operations and project management (described above).

SCHEDULE

Operations: May 13 – September 24, 2023

COST AND TERMS

This is a fixed fee agreement.

Consulting

Operations Management: \$107,365

Expenses

Expenses for vehicles, travel, office, third party professional services, and other items will be billed at cost plus 10%, not to exceed a total of \$5,500.

Does not include cost for ticketing software, rider alert subscription, or customer survey software.

Progress Payments

MCP progress invoices shall be submitted on a monthly basis with the first payment being due on or before the 15th of May. Subsequent payments will be made to MCP by the 15th of each month.

MCP shall have the option to receive payment by check or via ACH transfer to:

Maritime Consulting Partners Chase Bank

Routing: 325070760 Account: 599328090

All work performed under this agreement is subject to MCP's standard terms and conditions.

MCP

Des Moines Ferry Pilot Project March 11, 2023



SUBMITTED / APPROVED This Task Order submitted by: Gregory A. Dronkert 3/11/23 Proposal approved by: (Signature) (Name and Title)

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MCP Task Order #6 Des Moines Ferry Pilot Project March 11, 2023

Attachment #3

Attachment 3
2023 Revenue Estimate

	Month							
	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23	Grand Total	
SUM of Riders	2870	5125	6150	4920	5125	6355	30545	
Adult	1,211	2,163	2,596	2,077	2,163	2,682	12,892	42.219
Child	259	463	555	444	463	574	2,759	9.03%
Senior/Mil	1,399	2,499	2,999	2,399	2,499	3,099	14,894	48.769
Adult	\$15,743	\$28,119	\$33,748	\$27,001	\$28,119	\$34,866	\$167,596	
Child	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Senior/Mil	\$11,192	\$19,992	\$23,992	\$19,192	\$19,992	\$24,792	\$119,152	
Total	\$26,935	\$48,111	\$57,740	\$46,193	\$48,111	\$59,658	\$286,748	

New Business Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Housing Action Plan	FOR AGENDA OF: May 4, 2023
	DEPT. OF ORIGIN: Community Development
ATTACHMENTS:	DATE GUDAUTTED A 1107 2022
 Housing Needs Assessment (Draft) Public Engagement Summary Memo 	DATE SUBMITTED: April 27, 2023
	CLEARANCES:
	[X] City Clerk <u></u>
	[X] Community Development DEL
	[] Courts
	[] Emergency Management
	[] Finance
	[] Human Resources
	[X] Legal /s/ TG
	[] Marina
	[] Police
	[] Parks, Recreation & Senior Services
	[] Public Works
	APPROVED BY CITY MANAGER
	FOR SUBMITTAL: In Mount

Purpose and Recommendation

The purpose of this agenda item is to brief Council on the development of the City's Housing Action Plan. No Council Action is required at this time; however, staff is seeking Council input on potential goals and strategies discussed in this agenda item.

Background

The City of Des Moines is developing a Housing Action Plan (HAP) to identify strategies, actions, and policy tools to create enough housing options to meet our community's needs. The HAP will provide a strategic roadmap for a City to follow toward furthering its housing goals and ensuring an equitable approach for acquiring and retaining one's housing.

Key components of this work include:

- Preparing a Housing Needs Assessment
- Engaging the public and summarizing the results
- Preparing a Housing Action Plan

The Housing Needs Assessment (HNA) identifies the gaps in housing that exist in our City and informs some of the steps the City can take to actively address.

Public participation is one of the most important steps in the entire HAP development process. It is imperative that the City gather an equitable representation of the needs of the community to ensure that our most pressing housing challenges are addressed.

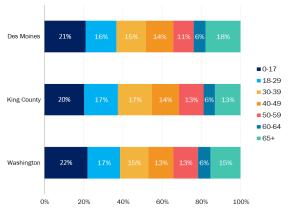
Des Moines' HAP will consider how the City will:

- Increase the supply of housing in Des Moines;
- Increase the housing choice options in Des Moines;
- Provide more affordable housing options and tools;
- Reduce displacement and eliminate substandard housing conditions; and
- Address the needs of those struggling with homelessness.

Housing Needs Assessment

The HNA is the first product of a two-part HAP for the City of Des Moines. It provides the quantitative data and analysis required to understand Des Moines's housing needs and serve as a foundation for policy recommendations to design implementable housing strategies in Des Moines. The top trends are identified for Des Moines demographic and housing market conditions that influence the type of housing needed:

• Des Moines has experienced moderate population growth with particular growth among older and young adults.



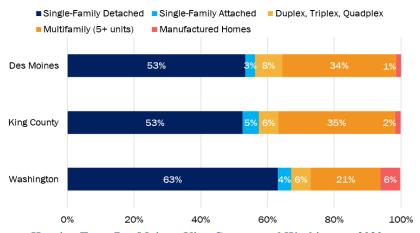
Age Distribution, Des Moines, King County, and Washington, 2020 Source: American Community Survey (ACS) 2020 5-year estimates

- Des Moines has grown to be a racially and ethnically diverse community.
- Des Moines has gained a large percentage of wealthy residents while losing low- to moderate-income residents.



Share of Households by Median Family Income (MFI) and Tenure, Des Moines, 2020 Source: US Department of HUD, King County, 2022, US Census Bureau, 2016-2020 ACS Table B25118.

- Des Moines continues to diversify its economy base with substantial growth in Goods Producing industries.
- Des Moines housing stock is predominately single unit detached homes; however in the past decade, multifamily developments have delivered the most units.



Housing Type, Des Moines, King County, and Washington, 2020 Source: American Community Survey (ACS) 2020 5-year estimates

- Des Moines households have experienced rising housing costs.
- Des Moines is poised to lose a quarter of its income-restricted housing stock in the next 10 years.
- Des Moines lacks services that help residents access temporary shelters.

 Des Moines has a great need of providing housing units to households with incomes at 80% of Area Median Income (AMI) or less.

Community Engagement

Public Participation for HAP has been a success. The City's approach to public engagement has been three-fold and included the circulation of a public survey in English and Spanish, interviews of stakeholders that provide affordable housing and support services to Des Moines' residents, and several in-person outreach events.

The in-person outreach events included two open houses events held at Highline College, a meeting at the Des Moines Library, and an event at the Des Moines Food Bank.

The public survey was open November 15, 2022 through January 31, 2023 and re-opened March 6, 2023 through March 23, 2023. There was a total of 213 responses in both English and Spanish. Ninety-three percent (93%) of the responses to the survey were from individuals that currently live in Des Moines and 7% of responses were of those who did not.

Several primary and secondary stakeholder organizations were identified during the early phases of the HNA based on their involvement with housing in Des Moines or the greater King County area. A total of seven primary stakeholder organizations were interviewed for the Des Moines HAP in order to build an understanding of the community's current housing needs and where the action plan should concentrate its focus and included:

- Highline Public Schools
- King County Housing Authority
- SeaMar Community Health Centers
- El Centro De La Raza
- African Community Housing and Development Office
- Housing Connector
- South King County Housing and Homelessness Partners

Key Themes/Policy Considerations

The following recurring themes emerged as a result of the outreach that occurred through the stakeholder interviews, the public survey, and the in-person outreach events:

- Enhance affordability was unanimously identified as the biggest housing issue in Des Moines and
 emphasized as a priority to address. There is not enough affordable housing in Des Moines to serve
 the current and growing population, which includes large numbers of immigrant and low-income
 families. Specific actions focused on supplying more affordable housing and subsidizing existing
 housing for low-income households are needed.
- Minimize displacement of existing Des Moines residents was identified as a current issue and high
 risk by several stakeholders. Des Moines residents are being forced to move because they are no
 longer able to afford to live in their current residence, due to a number of factors including rent
 increases, forcing them to leave Des Moines in search of housing they can afford. Specific actions
 focused on retaining and protecting existing residents and housing are needed.
- **Increase supply** in affordable housing development, both public and private, was identified as a Des Moines housing need by multiple stakeholders. Restrictive residential zoning, off-street parking

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- requirements, density/lot size restrictions, impact fees, NIMBYism, and the often slow and expensive permitting process all contribute to deterring residential development. Specific actions focused on incentives like tax credits/exemptions, are needed to attract more investment in affordable housing in Des Moines.
- Expand options in housing types is desirable and identified by multiple stakeholders as an approach to meeting housing needs in Des Moines. Missing middle housing, such as triplexes and cottages, are often prohibited or limited by zoning and land use regulations. Specific actions focused on supporting more diversity in housing types, like smart zoning, are needed to provide more housing options to better meet the needs of all Des Moines residents of all income levels.
- Enhance access and remove barriers to housing for housing seekers, beyond lack of affordability, including rental screening, criminal history discrimination, bad credit, past evictions, and housing owner reluctancy/low-income renters viewed as risk, all contribute to inhibiting families from securing housing. Specific actions are needed to reduce barriers to acquiring housing particularly for low-income renters.

Potential Goals and Strategies

After reviewing the key themes that appeared throughout the public engagement, potential goals and strategies began to come together. The goals and strategies listed below could be implemented and/or facilitated by the City:

GOALS AND STRATEGIES

INCREASE ACCESSIBILITY TO HOUSING FOR VULNERABLE POPULATIONS

Partner with organizations that can facilitate housing vulnerable populations (e.g., organization essentially co-signs rental agreement for a period of six months so that the landlord has guarantees the rent is received). Also provides some type of insurance.

Explore low-cost, innovative solutions for individuals experiencing homelessness (e.g., shelters, permanent supporting housing, etc.).

MINIMIZE DISPLACEMENT

Preserve existing affordable housing stock (e.g., mobile home parks, rent restricted affordable housing projects). Partnerships with organizations that may be able to purchase existing affordable housing projects with rent restrictions that will expire.

Partner with nearby organizations such as the Multi-Service Center (MSC) for Rent and Emergency Assistance and/or provide property tax relief awareness for various groups.

Consider adding a city position / volunteer opportunity (e.g., Human Services Department) to coordinate local resident access to information and resources that are provided by other organizations.

INCREASE SUPPLY OF HOUSING (ALL TYPES)

The City should continue its partnership with the South King Housing and Homelessness Partners.

Remove regulatory barriers (e.g., parking, cottage cluster housing, ADUs, tiny homes, missing middle, multi-family, design standards, private decks).

Provide incentives for the construction of desired housing types (e.g., pre-approved housing/ADU plans).

Review and amend zoning to remove barriers to specific housing types.

Humanize/educate community leaders about the importance of providing housing for all residents of Des Moines. Recall the information that was provided that showed that schoolteachers cannot afford to live within the City.

ENHANCE AND PRESERVE AFFORDABILITY

Preserve and build new affordable housing (e.g., expediting development review, subsidizing permit fees, parking minimums, increasing density for affordable housing).

Schedule Moving Forward

- Briefing to City Council: May 4, 2023
- SEPA Threshold Determination publication and initiation of comment period: May 12, 2023
- Briefing to City Council Economic Development Committee: May 25, 2023
- Public Hearing 1st Reading: June 1, 2023
- Public Hearing 2nd Reading and Adoption: June 8, 2023
- Commerce grant period concludes: June 30, 2023

Alternatives

N/A

Financial Impact

There will be no fiscal impact to the City.

Recommendation

N/A

Attachment #1

Des Moines Housing Needs Assessment

November 2022

Prepared for: City of Des Moines

Draft Report



Park Place 1200 Sixth Avenue Suite 615 Seattle, WA 98101 206-823-3060

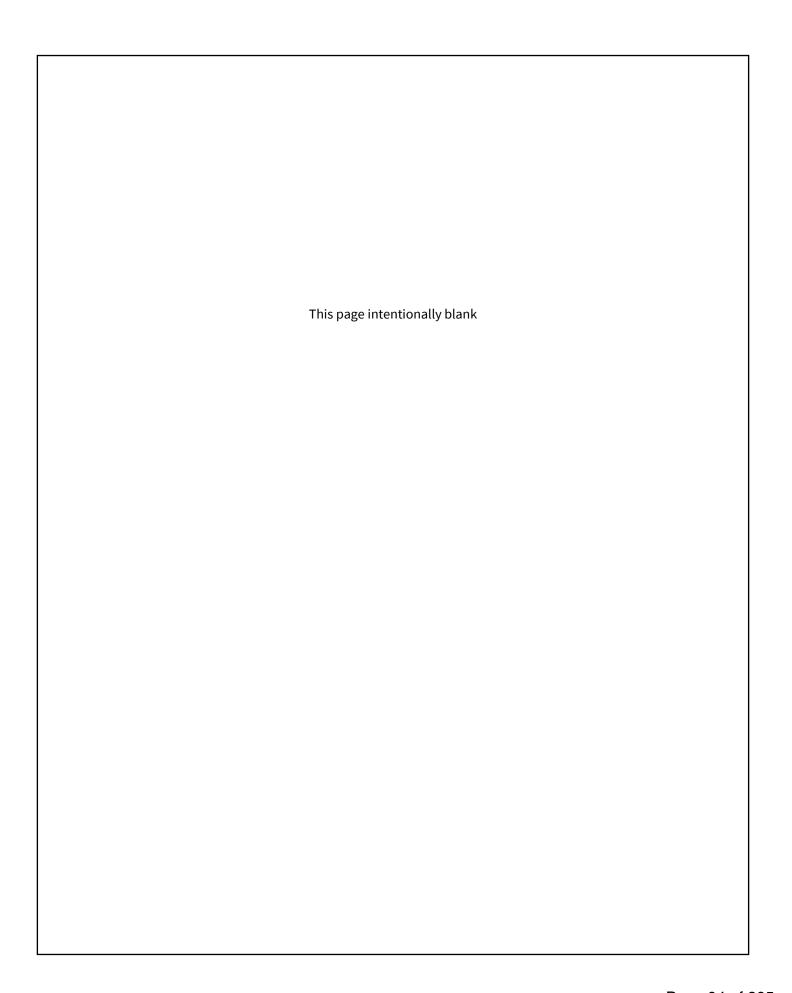
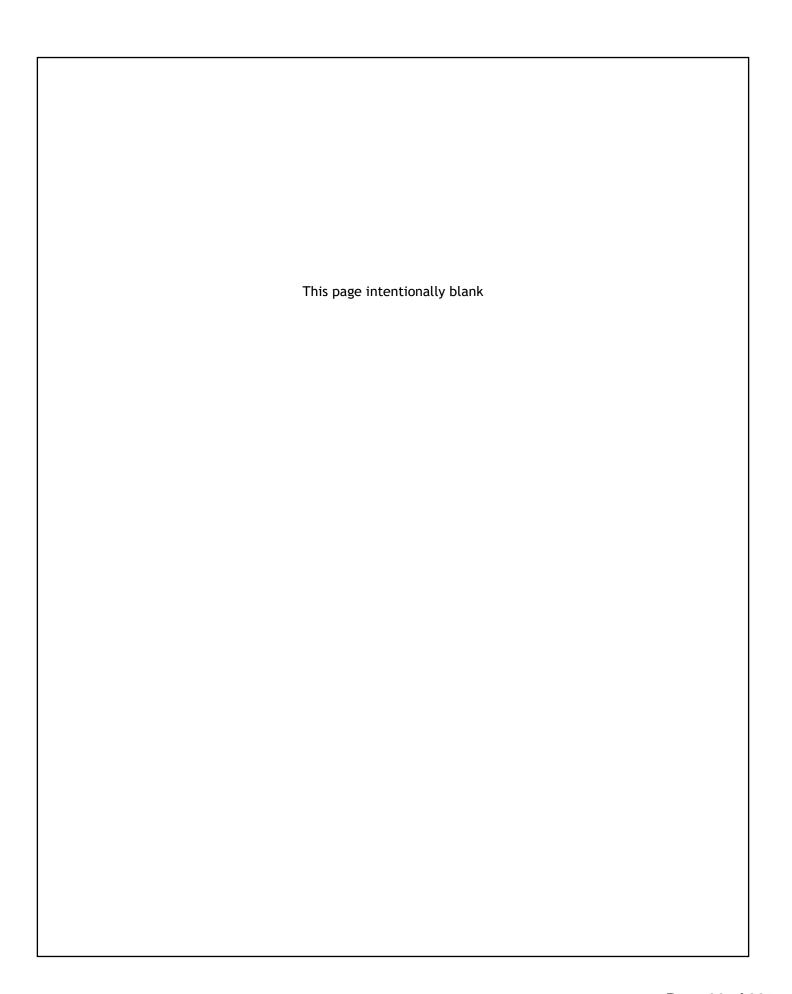


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Executive Summary

Washington Legislature requires jurisdictions across the state to plan for housing set by the Growth Management Act (GMA). In 2021, the legislature provided further direction to local jurisdictions to "plan and accommodate" for housing affordable to all income levels of the population. This substantially strengthens the need to plan for and encourage the construction of affordable housing.

A Housing Action Plan is a document approved by the legislature as the means for local jurisdictions to plan for and accommodate future growth within their communities. In addition, the 2021 King County Countywide Planning Policies (CPPs) further provides guidance as to how local jurisdictions within the county should plan for housing based on the 2019-2044 King County jurisdiction growth targets.

This Housing Needs Assessment (HNA) is the first product of a two-part Housing Action Plan for the City of Des Moines. The HNA provides the quantitative data and analysis required to understand Des Moines's housing needs and serve as a foundation for policy recommendations to design implementable housing strategies in Des Moines. Below we identify the top trends of Des Moines demographic and housing market conditions that influence the type of housing needed.

Demographic and Economic Top Trends

Des Moines has experienced moderate population growth with particular growth among older and young adults.

- According to the Washington Office of Finance Management (OFM), Des Moines population in 2021 was 33,100. Since 2010, Des Moines population has increased by 3,427 residents or 12%. Compared to King County, Des Moines has grown at a much slower rate, 1.00% versus 1.55% AAGR respectively.
- Based on the Census Bureau American Community Survey (ACS) Children ages 0-17 comprised the largest cohort (21%) of residents in Des Moines followed by older adults (65 and older) (18%), and young adults aged 18-29 (16%). Since 2010, adults 65 years and older had the fastest growth increasing 18% followed by young adults aged 18 to 29 which increased by 17%. During this time period, adults aged 50-59 decreased by 27%.

Des Moines has grown to be a racially and ethnically diverse community.

 According to ACS, most of Des Moines' population identify as white (50%) followed by Asian (12%) Black or African American (9%) two or more races (7%), and Native Hawaiian or Pacific Islander (3%). In addition, Des Moines has a large share of its residents that identify as Hispanic or Latino (19%). • In recent years, persons of color population is growing faster than population overall.

Des Moines has gained a large percentage of wealthy residents while losing lowto moderate-income residents.

- According to ACS, the median household income in Des Moines has increased 18% or \$10,691 between 2010 and 2020. King County overall experienced median incomes rise at a much faster rate of 46% or \$31,093.
- Analyzing ACS data, between 2010 and 2020 Des Moines lost households with low- and middle-incomes (generally those who make less than \$74,999), while gaining households with higher incomes—especially those making more than \$100,000.

Des Moines continues to diversify its economy base with substantial growth in Goods Producing industries.

• According to the U.S. Census Bureau On the Map Application and LEHD Origin-Destination Employment Statistics, Des Moines continues to rely on service producing industries for the majority of its employment (87%) compared to goods producing industries (13%). Despite the good producing sector being less concentrated in Des Moines, it experienced substantial growth (378 jobs) relative to the 661 total jobs in 2019. The service producing sector experienced the highest number of jobs created (402), but only makes up 10% of the total jobs in the sector.

Housing Top Trends

Des Moines housing stock is predominately single unit detached homes; however in the past decade multifamily development have delivered the most units.

- According to ACS, Des Moines had a total of 12,950 housing units in 2020. The majority (56%) of the housing stock in Des Moines is comprised of single unit detached homes, followed by multifamily (5+units). Compared to Washington, Des Moines has a diverse housing stock of attached housing and multifamily both with 2-4 units and more than 5 units—which corresponds to Des Moines large renter population.
- Based on the ACS, a majority of Des Moines housing units are owner-occupied (59%), while 41% are renter occupied. The vast majority of Des Moines' owners (88%) live in single unit detached and attached homes. The majority of Des Moines' renters live in multifamily housing including duplex, triplex, quadplex and apartment buildings with 5 or more units.
- According to HUD User SOCDS Building Permit Database, between 1980 and 2021, a total
 of 8,308 housing units have been built in Des Moines. About 66% of these units built were
 multifamily and 34% were single family units.

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Des Moines households have experienced rising housing costs.

- Analyzing data from Zillow, between 2012 and 2022, the median priced home has increased by \$455,000 or about 257%, from \$175,000 in 2012 up to \$630,000 in 2022. Des Moines has experienced the largest housing cost increase compared to its neighboring cities like SeaTac, Kent, Tacoma, Burien, Federal Way, and Seattle to name a few.
- Analyzing data from the ACS, household incomes have not kept pace with the rising increase of rental costs in Des Moines. Between 2010 and 2020, the median income in Des Moines increased 18% while the median rent increased 56%.
- According to ACS data, between 2019 and 2020 Des Moines renters experienced rising housing costs leading to a higher rate of cost burden (households that pay 30% or more of their income for housing), while King County and Washington renters have experienced declining cost burden. Cost burden increased in Des Moines from 31% in 2010 to 38% in 2020. Given the rapid increase in sales prices and rents, cost burden likely increased significantly between 2020 and 2022.

Des Moines is poised to lose a quarter of its income-restricted housing stock in the next 10 years.

In 2022, there were six Low Income Tax Credit (LIHTC) properties in Des Moines with 641 income-restricted units. In the next 10 years the income-restriction will sunset for three properties with a total of 162 units. This represents about 25% of all income-restricted housing stock in Des Moines.

Des Moines lacks services that help residents access temporary shelters.

An inventory of emergency shelter, transitional housing, and permanent supportive
housing revealed that Des Moines does not have any of these continuum of care services
which are essential in reducing the risk of people become homeless.

Housing Need in Des Moines

Des Moines has a great need of providing housing units to households with incomes at 80% of AMI or less.

- According to King County Countywide Planning Policies (CPPs), Des Moines needs 3,800
 housing units by 2044. King County CPPs requires all jurisdictions within the county to
 plan for housing affordable for all income segments of the population.
- Based on Des Moines' current household income distribution, 2,629 housing units or 70% of Des Moines housing growth target are needed for households who make 80% or less of the area median income.

 Based on the 2021 Kir 	ng County's residential land supply and capacity analysis, Des	
Moines has substantian housing growth. The	al land supply and capacity to accommodate the planned future majority of Des Moines housing capacity lies in its high- and medium at have the capacity for about 7,622 housing units in both zones.	1
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1.Introduction

The Washington Growth Management Act (GMA) requires cities to include a housing element in their comprehensive plans. Specifically, the Housing Goal (RCW 36.70A.020(4)) requires cities to "plan for and accommodate housing affordable to all economic segments of the population of this state, promote a variety of residential densities and housing types, and encourage preservation of existing housing stock." Moreover, GMA requires housing elements include the four features:

- 1) an inventory and analysis of existing and projected housing needs that identifies the number of housing units necessary to manage projected growth;
- 2) goals, policies, objectives and mandatory provisions for the preservation, improvement, and development of housing, including single family residences;
- 3) identification of sufficient land for housing including, but not limited to, governmentassisted housing, housing for low-income families, manufactured housing, multifamily housing, group homes and foster care facilities; and
- 4) adequate provisions for existing and projected needs for all segments of the community.¹

Moreover, House Bill 1220 requires cities to consider and address barriers to housing availability and begin to undo racially disparate impacts, displacement, and exclusion in housing.

The Washington Administrative Code (WAC) provides additional advisory guidance for completing housing elements.² It further recommends that jurisdictions complete an inventory and needs assessment and identifies specific components for analysis. The expectation is that cities should prepare HNAs in advance of comprehensive plan updates and consider population and housing growth targets.

The City of Des Moines was awarded a Housing Action Plan and Implementation Grant in 2022 from the Washington State Department of Commerce to develop a Housing Action Plan. The Housing Action Plan will provide actions and strategies to encourage construction of additional affordable and market rate housing of a variety of housing types that is affordable to households at different income-levels.

The King County Countywide Planning Policies (CPPs) create a shared and consistent framework for growth management planning for all jurisdictions in King County —which includes Des Moines. VISION 2050, is the region's plan for growth and is a product of a regional planning process led by the Puget Sound Regional Council (PSRC) and association of

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¹ RCW 36.70A.070(2)

² WAC 365-196-410

cities, town, four counties (King, Kitsap, Pierce, and Snohomish), ports, tribes, and state agencies.

This Housing Needs Assessment (HNA) provides the quantitative data and analysis required to understand Des Moines's housing needs and serve as a foundation for policy recommendations to design implementable housing strategies in Des Moines.

The Plan's content will be informed by two products, the housing needs assessment and the Housing Action Plan that provides guidance to the city on specific actions and initiatives to undertake in order to meet Des Moines housing need.

1.1 Data and Methods

ECONorthwest used the methods described in the Washington Department of Commerce "Guidance for Developing a Housing Needs Assessment." The guidebook provides a detailed description state requirements and recommended methods for preparing HNAs. In this assessment we drew from a variety of data sources to compile a comprehensive understanding of Des Moines's housing needs. Source citations can be found on each page where quantitative data is presented. One of the key sources for housing and household data is the US Census Bureau. This assessment also leverages other publicly available data sources from federal, state, and local government resources and private sources such as CoStar and Zillow.

1.2 Organization of this Report

The remainder of this document is organized into the following sections:

- **2. Community Profile** presents demographic information that affect housing choice and needs in Des Moines.
- **3. Housing Affordability** describes who can afford to live in Des Moines and the income necessary to buy or rent in Des Moines.
- **4. Housing Trends** summaries regional and local housing market trends affecting Des Moines's housing market.
- **5. Housing Needs in Des Moines** presents Des Moines growth targets and underproduction necessary to understand Des Moines overall housing need to accommodate future residents.

³ https://deptofcommerce.app.box.com/s/mop7xrkzh170th1w51ezbag3pmne9adz

2. Community Profile

2.1 Introduction

This chapter describes the characteristics of Des Moines's population and housing that are essential to understanding the City's housing needs. This section is organized as follows:

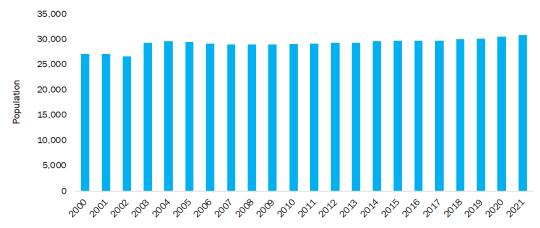
- Population and Household Characteristics
- Income and Employment
- Housing Characteristics
- Housing Costs and Affordability
- Housing Production

2.2 Population Characteristics

According to the Washington Office of Finance Management (OFM), Des Moines had an estimated population of 33,100 in 2021 and has experienced a stable population growth since 2010. Des Moines is one of the smaller cities in King County, making up 1.4% of the total county population in 2021.

Exhibit 1. Total Population, Des Moines, 2010-2021

Source: Washington Office of Fiance Management (OFM)



Since 2010, Des Moines has grown approximately 12% or 3,427 persons—growing at a slower rate than King County. Des Moines has grown at an annual rate of 1.00% compared to 1.55% in the King County.

Exhibit 2. Average Annual Population Growth, Des Moines and King County, 2010-2021

Source: Washington Office of Finance Management (OFM) and ECONorthwest Calculations

			Change (2010-2021)		
Jurisdiction	2010	2021	Number	Percent	AAGR
Des Moines	29,673	33,100	3,427	12%	1.00%
King County	1,931,249	2,287,050	355,801	18%	1.55%

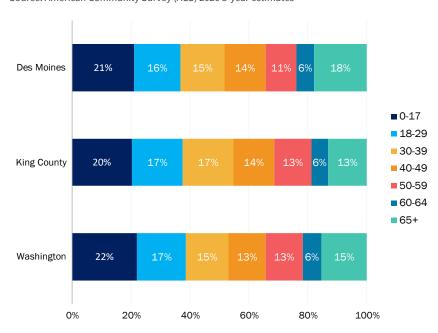
2.2.1 Age Distribution

The age characteristics of a community indicate current needs and future trends for housing. Because different age groups have very different housing needs, housing demand correlates to the age of residents. For example, young adult households may choose to occupy apartments, condominiums, and small single-family homes because of affordability, location, and household size/presence of children. Middle-aged adults may prefer larger homes in which to raise families, while seniors may prefer smaller units that have lower costs, less maintenance, and are more proximate to services.

Exhibit 3 shows the age distribution of Des Moines residents in 2020. Compared to King County, Des Moines's population tends to be younger and closely mirrors Washington's age distribution. Children ages 0-17 comprised the largest cohort of residents in Des Moines followed by older adults (65 and older), and young adults aged 18-29. Since 2010, adults 65 years and older had the fastest growth increasing 18% followed by young adults aged 18 to 29 which increased by 17%. During this time period, adults aged 50-59 decreased by 27%.

Exhibit 3. Age Distribution, Des Moines, King County, and Washington, 2020

Source: American Community Survey (ACS) 2020 5-year estimates



2.2.2 Race and Ethnicity

Exhibit 4 shows that a large share of Des Moines' population identify as white. The second largest race in Des Moines is Asian (12%) followed by Black or African American (9%), two or more races (7%), and Native Hawaiian or Pacific Islander (3%). In addition, approximately 19% of Des Moines' population identify as Hispanic or Latino. Compared to King County and Washington, Des Moines is more racially and ethnically diverse.

Exhibit 4. Race and Ethnicity, Des Moines, King County, and Washington, 2020

Source: American Community Survey (ACS) 2020 5-year estimates

	Des Moines		King County		Washington	
Race/Ethnicity	Count	Percent	Count	Percent	Count	Percent
White	15,911	50%	1,295,401	58%	5,067,909	67%
Black or African American	2,951	9%	141,566	6%	279,720	4%
American Indian or Alaska Native	109	0%	10,307	0%	75,677	1%
Asian	3,785	12%	405,835	18%	656,578	9%
Native Hawaiian or Pacific Islander	1,077	3%	16,673	1%	49,219	1%
Some other race	92	0%	9,449	0%	23,363	0%
Two or more races	2,135	7%	127,070	6%	388,477	5%
Hispanic or Latino	5,923	19%	218,763	10%	971,522	13%

2.3 Household Characteristics

The characteristics of a community's households impact the type of housing needed in that community. This section discusses the household characteristics affecting the housing needs of Des Moines residents.

A household is defined by the U.S. Census Bureau as all persons who occupy a housing unit, which may include families, single persons, and unrelated persons sharing a housing unit (such as roommates). Persons residing in group quarters such as dormitories or retirement homes are not considered households. The characteristics of a community's households serve as important indicators of the type and size of housing needed in the City.

2.3.1 Total Households

The city of Des Moines is home to 12,950 households, making up around 1.4% of the households living in King County.

Exhibit 5. Total Households, Des Moines, King County, and Washington, 2020

Source: American Community Survey (ACS) 2020 5-year estimates

	Des Moines	King County	Washington	
Households	12,950	952,344	3,150,194	

2.3.2 Household Size

The average household size in Des Moines is larger than in King County and Washington. Des Moines average household size is 2.56 compared to 2.43 in the County and 2.53 in Washington.

Household size varies more by tenure, the average owner household is larger than the average renter household in Des Moines, King County, and Washington. On average, Des Moines' renter household size is larger when compared to King County and Washington.

Exhibit 6. Average Household Size, Des Moines, King County, and Washington, 2020

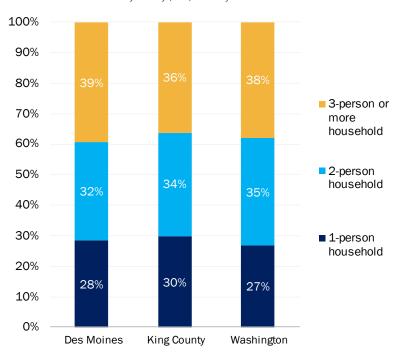
Source: American Community Survey (ACS) 2020 5-year estimates

	Des Moines	King County	Washington
Total	2.56	2.43	2.53
Owner occupied	2.66	2.63	2.65
Renter occupied	2.42	2.17	2.34

Des Moines has a larger share of households with 3 or more persons (39%) than King County (36%) or Washington (38%). This suggests that a large share of Des Moines population are families. Approximately 32% of households are 2-person households, and 28% a 1-person household. Compared to King County, Des Moines has a slightly lower share of single residents.

Exhibit 7. Household Size, Des Moines, King County, and Washington, 2020

Source: American Community Survey (ACS) 2020 5-year estimates



2.3.3 Year Over Year Percent Change of Select Population Characteristics

Exhibit 9. below shows the year over year percent change of Des Moines' population, households, non-white population, and household size. Year over year trends show that Des Moines' non-white population has been increasing at a faster rate year-over-year than the population overall. Household formation growth has remained constant with population growth trends. Household size amongst 1-, 2-, and 3-person or more households has fluctuated in the past decade. In the past five years, net year over year growth has been greater amongst 2-person households (14%), followed by 3 or more households (9%), and 1-person households (2%).

Exhibit 8. Year Over Year Percent Change of Select Population Characteristics, Des Moines, 2010-2020

Source: American Community Survey (ACS) 2010-2020, 5-year estimates

Year	Population	Households	Non-white Population	1-person Household	2-person Household	3-person or more Household
2010	_	_	_	_	_	_
2011	1%	-1%	6%	-10%	2%	5%
2012	1%	-1%	10%	0%	-10%	6%
2013	1%	1%	7%	3%	1%	0%
2014	1%	-1%	2%	5%	-4%	-3%
2015	1%	1%	-1%	-8%	11%	1%
2016	1%	2%	1%	5%	3%	-1%
2017	1%	0%	4%	1%	-2%	1%
2018	1%	1%	5%	-1%	0%	2%
2019	1%	3%	1%	-1%	5%	4%
2020	1%	1%	4%	6%	-3%	2%

2.4 Income and Employment

The ability of a household to acquire adequate housing is related to household income, whether earned or from other sources. Household income is oftentimes the crucial factor in evaluating the size and type of housing available for any given household. Household income can vary greatly across many demographic factors including race, gender, and household type. While higher income households have more discretionary income to spend on housing, low- and moderate-income households often face limited choices in the housing they can afford.

2.4.1 Household Income

As shown in Exhibit 9, the median household income in Des Moines has increased 18 percent or \$10,691 between 2010 and 2020. King County overall experienced median incomes rise at a much faster rate than Des Moines and median incomes in 2020 were more than \$31,000 when

compared to Des Moines.

Exhibit 9. Median Income, Des Moines and King County, 2010 and 2020

Source: American Community Survey (ACS) 2010 and 2020, 5-year estimates, and ECONorthwest calculations

			Change (2010-2020)	
Jurisdiction	2010	2020	Number	Percent
Des Moines	\$68,065	\$70,268	\$10,691	18%
King County	\$59,577	\$99,158	\$31,093	46%

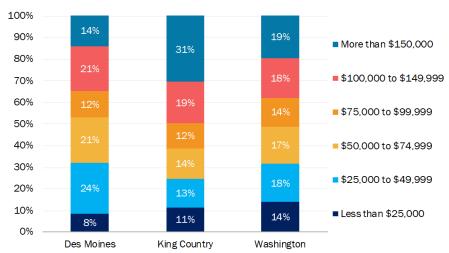
Note: Nominal dollars.

2.4.2 Income Distribution

The income distribution of Des Moines shows a higher percentage of residents who make less than \$50,000 than both King County and Washington. The lower annual incomes (\$25,000 - \$49,999) along with middle incomes (\$50,000-\$74,999) were higher than both King County and Washington. Additionally, Des Moines also has a higher percentage of residents who make \$100,000 to \$149,999, but a lower percentage of residents who make more than \$150,000, indicating a lower annual income than King County.

Exhibit 10. Income Distribution, Des Moines, King County, and Washington, 2020

Source: American Community Survey (ACS) 2020 5-year estimates



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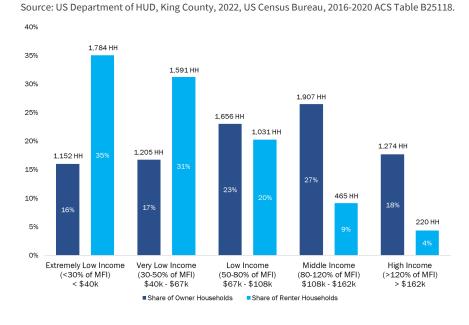
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Household incomes in Des Moines have substantially changed since 2010. From 2010 to 2020, there was a steep increase in households making more than \$100,000, connoting a growth in wealthier residents. To supplement this point, there was a 49% decrease in households making less than \$25,000 and a 24% decrease in households making \$75,000 to \$99,999. The increase in income was largely seen in households making over \$100,000 per year. This is primarily due to wealthier households moving to Des Moines; many of these higher income households work in other communities. Since 2010, Des Moines has lost households with lowand middle-incomes (generally those who make less than \$74,999), while gaining households with higher incomes—especially those making more than \$100,000.

2.4.3 Households by Median Family Income Level

Typical to most communities, Des Moines's homeowners are more likely to have higher incomes compared to its renters. The households most likely to struggle to find affordable market rate housing in any community are those with incomes below 80% AMI. Low-income households are more likely to need to sacrifice spending on other essentials to afford housing and are more vulnerable to housing market forces. Des Moines has approximately 4,406 renter households with incomes of 80% AMI and below. Altogether they represent about 87% of Des Moines' renter households. In Des Moines rental housing is almost exclusively provided to low-income households, whereas owner-occupied housing is generally distributed fairly uniform across all income categories.

Exhibit 11. Share of Households by Median Family Income (MFI) and Tenure, Des Moines, 2020



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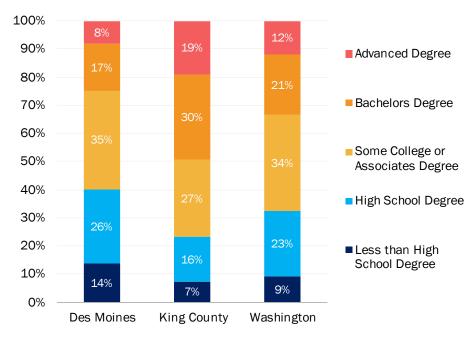
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2.4.4 Educational Attainment

The educational attainment of Des Moines residents is much lower than in Washington with only 25% of resident with a Bachelor's degree or higher, compared to 33% in Washington. This suggest that Des Moines has a large share of residents working in the service industry. Generally, populations with a high educational attainment typically work in industries that require a college degree or higher, while populations with lower educational attainment work in the service industry which requires no college degree. King County has a substantially higher share of residents with a Bachelor's degree or higher at about 49%.

Exhibit 12. Educational Attainment, Des Moines, King County, and Washington, 2020





2.4.4.1 Employment by Industry

Exhibit 13 compares Des Moines's job composition by industry for 2010 and 2019. Des Moines continues to rely on service producing industries for the majority of its employment (87%) compared to goods producing industries (13%). Since 2010, Des Moines experienced massive growth in the goods producing sector, while losing jobs in the service producing sector.

Among the industries with the largest employment growth since 2010 in Des Moines was the service industry which gained the most jobs (378), followed by construction and resources (300), wholesale trade (220), manufacturing (78) and government (13).

In 2019, Des Moines had a large concentration of jobs in the services industry, mainly in accommodation and food services as well as health care and social assistance.

Exhibit 13. Employment by Industry, Des Moines, 2010 and 2019

 $Source: U.S.\ Census\ Bureau,\ On The Map\ Application\ and\ LEHD\ Origin-Destination\ Employment\ Statistics\ (2019),\ ECONorthwest$

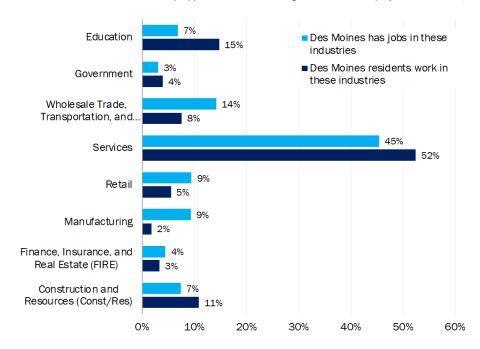
	2010		2019		Percent Change
Industry	Number	Percent	Number	Percent	2010-2019
Good Producing Sector	283	6%	661	13%	134%
Construction and Resources (Const/Res)	267	6%	567	11%	112%
Manufacturing	16	0%	94	2%	488%
Service Producing Sector	4,184	94%	4,586	87%	10%
Finance, Insurance, and Real Estate (FIRE)	189	4%	173	3%	-8%
Retail	434	10%	287	5%	-34%
Services	2,372	53%	2,750	52%	16%
Wholesale Trade, Transportation, and Utilities (WTU)	178	4%	398	8%	124%
Government	193	4%	206	4%	7%
Education	818	18%	772	15%	-6%
Total Employment	4,467	100%	5,247	100%	17%

More than half of Des Moines residents work in the Services industry, mainly in Accommodation and Food Services as well as Educational Services. The third most popular industry is Construction and Resources with most residents in this group working in construction. The smallest percentage of individuals work in Manufacturing.

Gaps exist between where residents work and the jobs that Des Moines offer. In 2019, there were more jobs in the Manufacturing, Retail, and Finance, Insurance, and Real Estate industries in Des Moines than residents working in those fields. This indicates that there is a mismatch between labor and jobs.

Exhibit 14. Employment by Industry, Des Moines, 2019

 $Source: U.S.\ Census\ Bureau, On The Map\ Application\ and\ LEHD\ Origin-Destination\ Employment\ Statistics\ (2019).$



2.4.5 Employment Growth

According to the King County Countywide Planning Policies, Des Moines is a High-Capacity Transit Community that is expected to grow by 2,380 jobs between 2019 and 2044. Compared to other High-Capacity Transit Communities, Des Moines has the fourth largest growth target in jobs.

Exhibit 15. Job Target, Des Moines and King County, 2019-2044

Source: 2021 King County Countywide Planning Policies

Jurisdiction	Job Target (2019-2044)
Des Moines	2,380
Normandy Park	35
SeaTac	14,810
Kent	32,000
Burien	4,770
Auburn	19,520
Federal Way	20,460
King County	490,103

Note: Net new jobs (2019-2044).

2.4.6 Jobs-Housing Ratio

In 2019, Des Moines had 5,247 jobs and 12,114 housing units resulting in a jobs/housing ratio of 0.43. This ratio indicates that Des Moines serves primarily as a residential community with most of its residents working elsewhere in the Puget Sound. Generally, a jobs/housing ratio in the range of 0.75 to 1.5 is considered to have a healthy jobs/housing balance which can reduce vehicles miles traveled. Based on Des Moines' job and housing targets for 2044, it is expected that Des Moines will continue to serve as a residential community with mostly service industry jobs to support the population.

2.5 Housing Characteristics

2.5.1 Housing Type

Des Moines has a total of 12,950 housing units in 2020, of which over half (56%) of the housing stock in Des Moines is comprised of single family detached homes, followed by multifamily.

⁴ Cox, W. 2013. U.S. suburbs approaching jobs-housing balance. New Geography blog. Accessed May 2021.

Exhibit 16. Housing Type, Des Moines, 2020

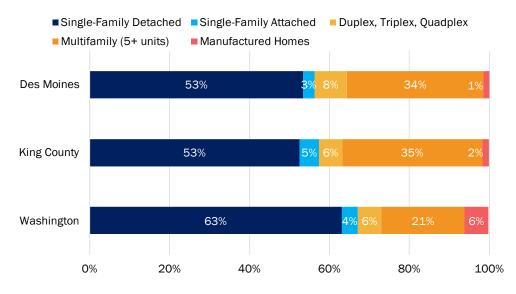
Source: American Community Survey (ACS) 2020 5-year estimates

Housing Type	Des Moines
Single-Family Detached	6,918
Single-Family Attached	366
Duplex, Triplex, Quadplex	1,058
Multifamily (5+ units)	4,418
Manufactured Homes	190
Total Housing Units	12,950

Exhibit 17 below shows the distribution of Des Moines' housing stock compared to King County and Washington. Compared to Washington, Des Moines has a diverse housing stock of attached housing and multifamily both with 2-4 units and more than 5 units—which corresponds to Des Moines large renter population. The housing stock type between Des Moines and King County is almost identical in the distributional share across both jurisdictions.

Exhibit 17. Housing Type, Des Moines, King County, and Washington, 2020

Source: American Community Survey (ACS) 2020 5-year estimates



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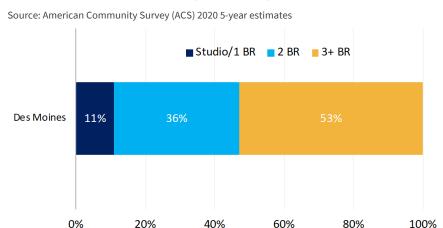
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2.5.2 Number of Bedrooms

With single family detached units as the most common type of housing, it is not surprising that most units in Des Moines have 2- and 3-bedrooms. A small percentage of Des Moines housing stock are studios or 1-bedrooms. This indicates that most of the single family and multifamily units in Des Moines are supportive of family households than single residents.

Exhibit 18. Number of Bedrooms, Des Moines, 2020



2.5.3 Housing Tenure

Household tenure is an important component of housing needs, as it helps to determine whether future housing should be built as ownership units or rental units.

Exhibit 19 shows that the vast majority of Des Moines' owners (88%) live in single family detached and attached homes. The majority of Des Moines' renters live in multifamily housing including duplex, triplex, quadplex and apartment buildings with 5 or more units. Approximately 19% of renters live in single family detached and attached housing in Des Moines. Overall, much of Des Moines housing units are owner-occupied (59%), while 41% are renter occupied.

Source: American Community Survey (ACS) 2020 5-year estimates Renter 18% ■ Single-family detached Single-family attached 83% Owner Duplex, Triplex, Quadplex Multifamily (5+ units) All Units 56%

Exhibit 19. Housing Tenure by Housing Type, Des Moines, 2020

20%

40%

2.5.4 Housing Age

0%

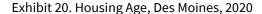
Housing age can be an important indicator of housing condition within a community. Like any other tangible asset, housing is subject to gradual physical or technological deterioration over time. If not properly and regularly maintained, housing can deteriorate and discourage reinvestment, depress neighboring property values, and eventually impact the quality of life in a neighborhood. Many federal and state programs also use the age of housing as one factor in determining housing rehabilitation needs. Typically, housing over 30 years of age is more likely to have rehabilitation needs that may include new plumbing, roof repairs, foundation work and other repairs.

60%

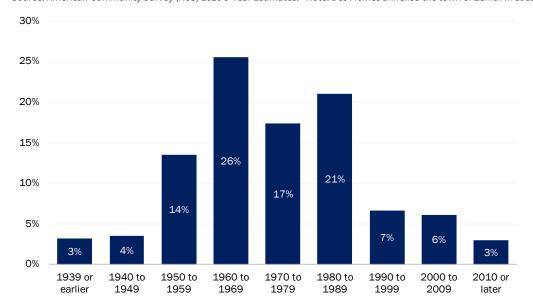
80%

100%

Exhibit 20 shows the distribution of housing stock by age. The vast majority (78%) of housing in Des Moines was built between 1950 and 1980. New housing construction in Des Moines slowed after 1980, with only about 16% of the housing stock built in 1990 or later.



Source: American Community Survey (ACS) 2020 5-Year Estimates. *Note: Des Moines annexed the town of Zenith in 1982.



2.6 Housing Cost and Affordability

Housing cost is a direct relationship of housing accessibility to all economic segments of the community. In general, if housing supply exceeds housing demand, housing costs will decrease. If housing demand exceeds housing supply, housing costs typically increases.

Between 2012 and 2022 housing costs have significantly increased in Des Moines and across the region. Exhibit 21 shows that the median priced home increased from about \$175,000 in 2012 up to \$630,000 in 2022—or 257%. In 2012, Des Moines' housing market was comparable to a lot of its neighboring cities and over time it has experienced similar increases in housing costs.

2.6.1 Home Sale Prices

Exhibit 21. Home Sale Prices, Des Moines, 2012-2022

Source: Zillow and ECONorthwest Calculations

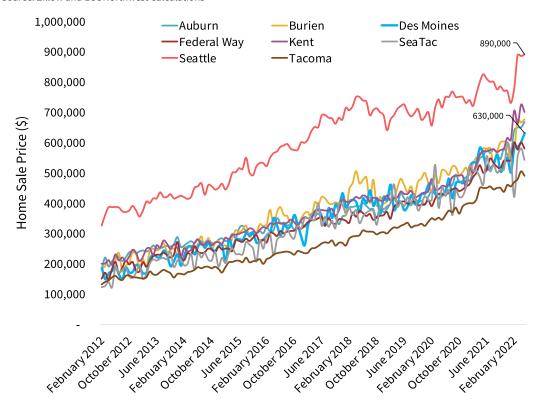


Exhibit 22 shows that since 2012, the median sale price of a home has increased in all comparison cities, with the most significant increase in Des Moines (257%), while SeaTac experienced the second highest increase of 252%.

Exhibit 22. Percent Change in Median Home Sale Prices, Des Moines and comparison cities, 2012-2022

Source: Redfin and ECONorthwest Calculations

			Change (2012-2022)	
Jurisdiction	2012	2022	Number	Percent
Des Moines	\$175,000	\$630,000	\$455,000	257%
Auburn	\$219,950	\$650,000	430,050	196%
Burien	\$202,000	\$665,000	\$463,000	229%
Federal Way	\$182,500	\$580,000	397,500	218%
Kent	\$210,000	701,000	\$491,000	234%
SeaTac	\$157,490	\$554,000	\$396,510	252%
Seattle	\$375,000	\$890,000	\$515,000	137%
Tacoma	\$154,975	\$479,000	\$324,025	209%

Note: Nominal dollars.

2.6.2 Rental Costs

Des Moines and King County's rental market has experienced sharp price increases over the past decades. Exhibit 23 shows that incomes have not kept pace with the rising increase of rental costs in Des Moines. Between 2010 and 2020, the median income in Des Moines increased 18% while the median rent increased 56%. In comparison King County's median income increased 46% while the median rent increased 70%.

When housing costs increases substantially, residents across all income segments begin to have challenges with affording housing and keeping a shelter over their heads.

Exhibit 23. Change in Median Rent vs. Median Income, Des Moines and King County, 2010-2020

Source: American Community Survey (ACS) 2010 and 2020 5-year estimates

			Change (2010-2020)	
Jurisdiction	2010	2020	Number	Percent
Des Moines				
Median Rent	\$890	\$1,390	\$500	56%
Median Income	\$59,577	\$70,268	\$10,691	18%
King County				
Median Rent	\$999	\$1,695	\$696	70%
Median Income	\$68,065	\$99,158	\$31,093	46%

Note: Nominal dollars (i.e., not adjusted for inflation).

2.6.3 Cost Burden

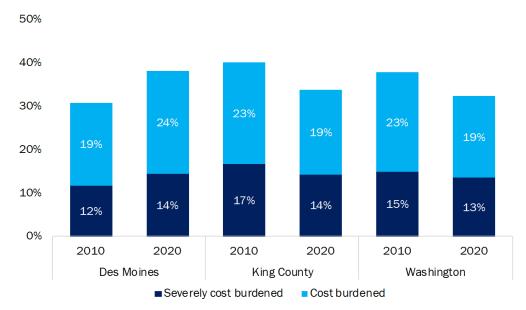
State and federal standards specify that households spending more than 30% of gross annual income on housing experience a housing cost burden. Housing cost burdens occur when housing costs increase faster than household income. When a household spends more than 30% of its income on housing costs, it has less disposable income for other necessities, including health care, food, and clothing. In the event of unexpected circumstances such as the loss of employment or serious health problems, lower income households with a burdensome housing cost are more likely to become homeless or be forced to double-up with other households. Homeowners with a housing cost burden have the option of selling their homes and become renters. Renters, on the other hand, are vulnerable and subject to constant changes in the housing market.

Exhibit 24 shows that in 2020, over a third (38%) of all renters, approximately 4,615 renter households, are cost burdened in Des Moines. Approximately 1,746 renter households (14% of renters) are severely cost burdened, paying more than 50% of their income on housing costs.

Since 2010, Des Moines renters have experienced rising housing costs where cost burden has risen, while King County and Washington renters have experienced declining cost burden. Cost burden increased in Des Moines from 31% in 2010 to 38% in 2020. Given the rapid increase in sales prices and rents, cost burden likely increased significantly between 2020 and 2022.

Exhibit 24. Cost Burden, Des Moines, King County, and Washington, 2010-2020





Cost burdening is a measure of housing instability and vulnerability to displacement. Policymakers typically focus on renters when assessing cost burdening. It can signal a lack of affordable housing in a region. It is less of a focus for homeowners, because a lender will assess a buyer's ability to pay for a mortgage before the household can buy a home, and because mortgage payments are typically fixed and do not fluctuate with the larger economy or housing market. While a homeowner's property taxes can go up with rising home values, they are typically a small share of overall housing costs. For these reasons, homeowners are not as vulnerable to price changes in the housing market as are renters.

2.6.4 Housing Affordability

Exhibit 25 illustrates what households in Des Moines can afford to pay in rent or can afford to buy for a home. The median family income for Des Moines—which is HUD calculates it based on King County's median family income— in 2022 was \$134,370. At this income level, affordable rent prices are \$3,370. An affordable home for this income level would be between \$471,000 and \$538,000. As of May 2022, the median home sale price in Des Moines was \$630,000. From our calculations, only a household with an annual income between \$157,500 and \$180,000 can afford homes at that price point.

Exhibit 25. Housing Affordability in Des Moines, 2022

Source: Bureau of Labor Statistics, HUD MFI 2022, ECONorthwest Calculations

IF YOUR HO	USEHOLD EA	RNS			
\$40,400 <30% OF MFI	\$67,300 50% OF MFI	\$80,800 60% OF MFI	\$107,700 80% OF MFI	\$134,600 100% OF MFI	\$161,500 120% OF MFI
THEN YOU C	AN AFFORD	•••			
<\$1,010 PER MONTH	\$1,680 PER MONTH	\$2,020 PER MONTH	\$2,690 PER MONTH	\$3,370 PER MONTH	\$4,040 PER MONTH
OR	OR	OR	OR	OR	OR
\$121K- \$141K HOME SALES PRICE	\$202K- \$236K HOME SALES PRICE	\$242K- \$283K HOME SALES PRICE	\$377K- \$431K HOME SALES PRICE	\$471K- \$538K HOME SALES PRICE	\$565K- \$646K HOME SALES PRICE

The estimates presented in Exhibit 25 are based on income and affordability ratios. They do not consider other household financial characteristics that can affect ability to pay for housing – other debt, including auto loans, credit cards, etc. as well as accumulated assets. A key challenge many lower income households face is competition for affordable housing from higher income households. It is rational for higher income households to choose less expensive housing if it is available and meets household needs. Given entry costs (down payment for owner units, advance rent and deposits for rental units) and required credit reports, lower income households have clear disadvantages in competing for lower cost housing.

2.7 Housing Production

A community's housing stock is defined as the collection of all housing units located within the jurisdiction. The production of houses, including types of housing built as well as the incorporation of subsidized an affordable housing, is an important factor in addressing the housing need of the community. This section details the housing stock characteristics of Des Moines, in an attempt to identify how well the current housing stock meets the needs of the current and future residents of the City.

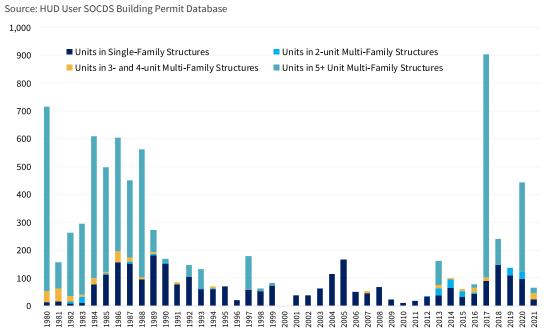
2.7.1 Housing Units Built

Since the 1980's, single family housing projects has been the most common housing type built in Des Moines, however multifamily projects have delivered the most units. Between 1980 and 2021, a total of 8,308 housing units have been built in Des Moines. About 66% of these units built were multifamily and 34% were single family units. The peak of multifamily

unit development was in 2017 where 812 multifamily units were permitted in multifamily structures with 5 or more units.

Housing development was strong all throughout the 1980's and drastically dropped in the 1990's, early 2010's, and into the early 2010's. Housing development picked up again, but at a slower pace in the mid 2010's. Since 2010, approximately 2,254 housing units were built—mostly comprised of multifamily housing.

Exhibit 26 . Housing Units Built by Type, Des Moines, 1980-2021



2.8 Assisted Housing

2.8.1 Nursing Homes

Des Moines has three nursing homes and rehabilitation facilities with a combine total of 409 beds. According to the US Department of Health and Human Services, there are approximately 46 nursing homes and residential care beds per 1,000 adults ages 65 and

older.⁵ In 2022, Des Moines had approximately 41 beds per 1,000, indicating that Des Moines has a slightly lower supply of beds that is generally seen across the nation.

Exhibit 27. Nursing Homes and Rehabilitation Facilities in Des Moines, 2022

Source: Medicare.org: Providers & Services, The Nursing Home Site

Facility	Number of Bed
Stafford Healthcare	165
Wesley Homes Health Center	148
Judson Park Health Center	96
Total	409

2.8.2 housing for homeless individuals: shelters, transitional housing, etc.

An inventory of emergency shelter, transitional housing, and permanent supportive housing revealed that Des Moines does not have any of these continuum of care services which are essential in reducing the risk of people become homeless. The City of Des Moines is considering partnering with local faith-based and other non-profit organizations to support implement these social services within the city limits.

2.9 Subsidized and Public Affordable Housing

An important component of any community's housing inventory is the stock of housing that is affordable to households earning lower incomes. This housing can be regulated or unregulated and is most often rental housing.

Unregulated affordable housing is affordable to lower income households by virtue of its location, age, condition, or amenities. Typically, unregulated affordable housing units are older, smaller, and or lower quality with fewer amenities, older appliances, or older appearances. Often, these properties have some deferred maintenance or capital needs. Because there is not enough regulated affordable housing across the country, unregulated housing is an important part of the housing stock in a community. But because it is unregulated, the rents charged at the properties can change suddenly and can be influenced

⁵ US Department of Health and Human Services, "Long-term Care Providers and Service Users in the United States, 2015-2016"

by the larger real estate market. In addition, these properties can sometimes have habitability issues if they are not well maintained by the landlord.

Regulated affordable housing often has public funding that restricts the maximum incomes of the tenants or restricts the rents that can be charged to ensure that the housing is serving low-income households. This housing is sometimes referred to as government-assisted housing referencing the public funds at the property. These restrictions vary by the type of funding and the affordability level at the property, and typically have a limited duration – the property is affordable for a specified period of time.

2.9.1 Low Income Housing Tax Credit (LIHTC)

Des Moines currently has six properties with 641 income-restricted units, funded by low-income housing tax credits (LIHTC). In the next 10 years the income-restriction will sunset for three properties with a total of 162 units. These units account for about 25% of all income restricted units in Des Moines and without out any city intervention they will soon be lost to market rate housing.

LIHTC program criteria requires that income-restricted units to be affordable to low-income households for a period of at least 30 years. LIHTC units have maximum rents based on income limits and can only be occupied by households earning less than the upper income limit established for the units. Incomes are generally restricted to 30, 50, 60, or 80 percent of the area median family income and depend on the requirements of the funding program used for the development.

There are two types of tax credits, which are designed to subsidize either 30 percent or 70 percent of the low-income unit costs in a project. The 30 percent subsidy, which is also known as the 4 percent tax credit covers new construction that uses additional subsidies or the acquisition costs of existing buildings.

Exhibit 28. Income-Restricted Units in Des Moines

Source: HUD LIHTC Database

Property Name	Year Built	Credit Type	Income Restricted Units	Total Units
*Silverwood Park Apartments	1996	30% (4% tax credit)	61	63
*Seaview Apartments	1999	30% (4% tax credit)	70	72
*Terrace Apartments	2001	30% (4% tax credit)	26	27
Sea Mar Community Housing	2015	30% (4% tax credit)	42	43
The Adriana Senior Apartments	2018	30% (4% tax credit)	119	119
Waterview Crossing Apartments	2019	30% (4% tax credit)	323	326
Total	_	_	641	650

Note: ± 30 -year income restriction to expire sometime in the next 10 years.

2.9.2 King County Housing Authority

The King County Housing Authority has three properties with a total of 45 subsidized units. All of the housing units are 3-bedrooms and generally served families, seniors 55+ and disabled persons. In total, there are 686 income-restricted housing units in Des Moines which make up roughly 5% of the housing stock.

Exhibit 29. King County Housing Authority Subsidized Housing Inventory in Des Moines, 2022 Source: King County Housing Authority

Property Name	Total Units	Types of Units	Housing Type
Victorian Wood	15	3-bedroom	Families, Seniors 55+ and Disabled Persons
Shoreham	18	3-bedroom	Families, Seniors 55+ and Disabled Persons
Campus Court 1	12	3-bedroom	Families, Seniors 55+ and Disabled Persons
Total	45	_	_

3. Housing Needs in Des Moines

3.1 Residential Land Supply and Capacity

According to the King County Urban Growth Capacity Report, between 2006 to 2018, Des Moines has grown at 29% of the pace needed to achieve its growth target of 3,480 housing units. This indicates that Des Moines is underperforming in terms of producing housing units needed by 2035.

Based on King County's residential land supply and capacity analysis, Des Moines has substantial land supply and capacity to accommodate the planned future housing growth. The majority of Des Moines housing capacity lies in its high- and medium high-density zones that have the capacity for about 7,622 housing units in both zones. Most of these housing units will be constructed on redeveloped land within Des Moines—which can pose development challenges for getting these units constructed due to market forces of high land values and high construction costs.

Exhibit 30. Residential Land Supply and Capacity in Des Moines, 2022

Source: King County Urban Growth Capacity Report 2021

Density Level	Net Available Acres	Assumed Density (low/ high – units/acre)	Net Capacity (units)
Very Low Density	21.75	1.2 / 3.8	46
Low Density	77.86	4.4 / 8.8	220
Medium Low Density	3.98	12.4	41
Medium High Density	56.88	24.2 /36.3	1,550
High Density	61.91	48.4 / 129.7	6,072
All Zones	222.37	_	7,930
Capacity in Pipeline	456		
Total Capacity (units)	8,386		
Remaining Target (2018-	3,067		
Surplus / Deficit Capacit	5,319		

3.2 Growth Targets

Under the Growth Management Act, King County in coordination with the cities in King County, adopts growth targets for ensuing 20-year planning period. Growth targets are policy statements about the amount of housing and employment growth each jurisdiction is planning to accommodate within its comprehensive plan. Growth targets are adopted for each jurisdiction and unincorporated urban King County in the Countywide Planning Policies.

According to the King County CPPs Des Moines is categorized as a High Capacity Transit Community and is planned to grow by 3,800 new housing units and 2,380 new jobs by 2044.

Exhibit 31. Des Moines Growth Targets, 2019-2044

Source: 2021 King County Countywide Planning Policies

Jurisdiction	Housing Target 2019-2044	Job Target 2019-2044
Des Moines	3,800	2,380

3.3 Housing Need by Income Level

Des Moines housing need by income level assumes that the current household income distribution in 2020 will remain constant through 2044. Under this assumption, 2,629 housing units or 70% of Des Moines housing growth target are needed for households who make 80% or less of the area median income.

Exhibit 32. Housing Need in Des Moines by 2044

Source: ECONorthwest Calculations

Household Income Distribution	Need per Des Moines Household Income Share Percent	Housing Units Needed
0-30% AMI (Extremely Low-Income)	23%	878
30-50% AMI (Very Low-Income)	24%	896
50-80% AMI (Low-Income)	23%	866
80-120% AMI (Moderate Income)	18%	702
120%+ AMI (Above Moderate-Income)	12%	459
Total	100%	3,800

Attachment #2

PROJECT MEMO

TO: Denise Lathrop, AICP, City of Des Moines DATE: September 19, 2022

FROM: Ali Masterson, Elizabeth Espinoza, and Wayne PROJECT NO.: 2220328.30

Carlson, FAICP PROJECT NAME: Des Moines Housing Action Plan

SUBJECT: Public Engagement Summary

Public Participation for HAP has been a success. The City's approach to public engagement has been three-fold and included the circulation of a public survey in English and Spanish, interviews of stakeholders that provide affordable housing and support services to Des Moines' residents, and several in-person outreach events.

Community Survey

As a part of the creation of the Housing Action Plan, AHBL conducted a community survey. The community was encouraged to participate in the survey with electronic distribution via email and Facebook posts, and a link from the City and project websites. After typing in the address or scanning a QR code, it was convenient for participants to respond to the survey on their phone, tablets, computer, or other devices. Most surveys were electronic, but surveys on paper were also completed at public engagement events.

The survey was open November 15, 2022, through January 31, 2023, and re-opened March 6, 2023, through March 23, 2023 to expand the reach to more vulnerable populations. There was a total of 213 responses in both English and Spanish. Ninety-three percent (93%) of the respondents to the survey were from individuals that currently live in Des Moines while 7% of respondents were of those that do not. It should also be considered that the survey is not "statistically valid" given that people that participated "opted-in" and it may not represent all segments of the community. Below is a brief summary of the survey respondent distribution:

Where do respondents live?

24% Central Des Moines12% North Hill7% Pacific Ridge16% Woodmont11% South Des Moines5% Redondo14% Zenith10% Marina District2% North Central

What types of housing do respondents currently live in?

75% Detached single-family 2% Senior living <1% Manufactured homes or 14% Multifamily with 5+ DUs 1% Multifamily with 2-4 DUs shelters/transitional housing

5% Other housing types (duplex, triplex)

3% Townhomes

How long have respondents lived in their current homes?

58% More than 10 years 7% Between 6 months-2 years 1% Have no permanent

18% Between 2-5 years 3% Other housing

13% Between 5-10 years 2% Less than 6 months

How long did it take respondents to find their current home?

30% Took 1-3 months

16% Do not know/cannot recall

8% Took more than 1 year
or other

4% Took 7-12 months

15% Took 4-6 months

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The top four responses when asked about individuals' most recent search for housing were difficulty finding a home that I could afford (93 responses), a home in an area I wanted to live (66 responses), a home in good physical condition (43 responses), a home that had enough bedrooms for my household (27 responses). The top responses for housing types needed in Des Moines were cottage housing, accessory dwelling unit (ADU), detached single family home, and building with 2-4 dwellings.

The survey asked for respondents to "select the top three actions that you believe are most important to address in the Des Moines Housing Action Plan" and those were more affordable housing options, preventing displacement (household forced to move from current residence due to circumstances outside of their control, such as rent increases), and creating more environmentally sustainable housing (designed to be more energy efficient, use less water, etc.). When asked which housing types they think Des Moines needs more of. The top four responses were cottage housing (93 responses), accessory dwelling unit (69 responses), detached single family homes (66 responses), and buildings with 2-4 dwellings (51 responses).

Generally, households had difficulties finding housing in their price range and were open to a variety of housing options. The ability to have privacy and sufficient space for the members of their household was important. The ability for the city to plan for additional affordable housing options while considering environmentally sustainable buildings and preventing displacement will meet the needs of its residents.

Stakeholder Interviews

Several primary and secondary stakeholder organizations were identified during the early phases of the housing needs assessment based on their involvement with housing in Des Moines or the greater King County area. A total of seven primary stakeholder organizations were interviewed for the Des Moines Housing Action Plan in order to build an understanding of the community's current housing needs and where the action plan should concentrate its focus and included the following organizations:

- Highline Public Schools
- King County Housing Authority
- SeaMar Community Health Centers
- El Centro De La Raza

- African Community Housing and Development Office
- Housing Connector
- South King County Housing and Homelessness Partners

Representatives of each primary stakeholder organization were asked twelve open ended questions during thirty-minute interviews conducted over the phone and/or video. The stakeholders were asked the following questions divided into three main categories as listed below:

Background Information

- What organization do you represent and what is the impact it has on housing in Des Moines?
- 2. What do you believe are the biggest housing challenges that Des Moines faces?
- 3. What do you believe are the most important housing priorities to address in the Des Moines Housing Action Plan?

Barriers

- What factors have you experienced or identified that tend to raise the cost of housing or housing development? (impact fees, zoning/policy regulations, permitting process, etc.)
- 2. Have you experienced or identified any parts of the permitting process in Des Moines that you feel to be barriers to housing development (including affordable housing)? If so, please explain.
- 3. Have you experienced or identified any land use or zoning regulations in Des Moines that you feel to be barriers to housing development (including affordable housing)? If so, please explain.
- 4. Do you feel that there are barriers to housing development (including affordable housing) that exist in Des Moines, but not in other cities in King County or the Puget Sound region? If so, please explain.

AHBL



Actions

- Do you work in or have you experienced jurisdictions that you feel have successfully implemented strategies to eliminate barriers to housing development (including affordable housing)? If so, please explain.
- 2. Are there incentives that you feel work best to facilitate housing development (including affordable housing)? Are any of these incentives not available in Des Moines?
- 3. In an effort to create more affordable housing in Des Moines, what incentives would you be supportive of?
- 4. What do you feel are the most important changes that would need to occur to Des Moines' permitting process and/or zoning and land use regulations to develop diverse housing options or to ensure affordable housing in Des Moines?
- 5. Anything else you would like to add to this?

The following recurring themes emerged as a result of the outreach that occurred through the stakeholder interviews, the public survey, and the in-person outreach events:

- Enhance affordability was unanimously identified as the biggest housing issue in Des Moines and
 emphasized as a priority to address. There is not enough affordable housing in Des Moines to serve the
 current and growing population, which includes large numbers of immigrant and low-income families. Specific
 actions focused on supplying more affordable housing and subsidizing existing housing for low-income
 households is needed.
- Minimize displacement of existing Des Moines residents was identified as a current issue and high risk by
 several stakeholders. Des Moines residents are being forced to move because they are no longer able to
 afford to live in their current residence, due to a number of factors including rent increases, forcing them to
 leave Des Moines in search of housing they can afford. Specific actions focused on retaining and protecting
 existing residents and housing is needed.
- Increase supply in affordable housing development, both public and private, was identified as a Des Moines
 housing need by multiple stakeholders. Restrictive residential zoning, off-street parking requirements,
 density/lot size restrictions, impact fees, NIMBYism, and the often slow and expensive permitting process all
 contribute to deterring residential development. Specific actions focused on incentives like tax
 credits/exemptions, are needed to attract more investment in affordable housing in Des Moines.
- Expand options in housing types is desirable and identified by multiple stakeholders as an approach to
 meeting housing needs in Des Moines. Missing middle housing, such as triplexes and cottages, are often
 prohibited or limited by zoning and land use regulations. Specific actions focused on supporting more diversity
 in housing types, like smart zoning, are needed to provide more housing options to better meet the needs of
 all Des Moines residents of all income levels.
- Enhance access and remove barriers to housing for housing seekers, beyond lack of affordability, including rental screening, criminal history discrimination, bad credit, past evictions, and housing owner reluctancy/low-income renters viewed as risk, all contribute to inhibiting families from securing housing. Specific actions are needed to reduce barriers to acquiring housing particularly for low-income renters.

In-Person Engagement Events

The first event held for the Housing Action Plan was the November 15, 2022, Open House at Highline College. The purpose of the open house, which occurred during a weekday evening, was to formally kick-off the public engagement process with the community and to discuss upcoming ways to engage with the city. During the meeting, AHBL and ECONorthwest staff provided a summary of a working draft of the Housing Needs Assessment, shared a link to the on-line survey, and provided the public opportunities to discuss preferences for the types of new affordable housing that might be constructed in the city. Attendees numbered more than 20.

AHBL





AHBL, ECONorthwest, and City of Des Moines staff presenting the Housing Needs Assessment at the November 15, 2022 Open House at Highline College.



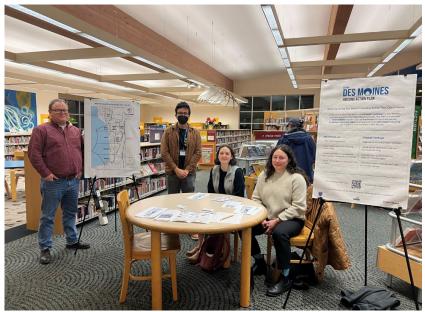
Public Engagement at the November 15, 2022, Open House at Highline Community College.

Project Memo Des Moines Housing Action Plan 2220328.30 September 19, 2022 AHBL



A second open house was held during the daytime and a weekend (December 3, 2022). The purpose of the second open house was the same as the first except that it was scheduled to be accessible to those that may not have the ability to attend meetings during the work week. Attendance numbered 12.

The City and consultant also reached out the public by attending the Gingerbread House Decorating event at the Des Moines Public Library on December 14, 2022. The purpose of the event was to solicit input on the production of additional affordable housing units within the City of Des Moines, share the results of the Housing Needs Assessment, and most importantly get residents to participate in the community survey.



Public Engagement at the December 14, 2022, Gingerbread House Decorating event at the Des Moines Public Library.

The fourth, and final, public engagement event involved setting up a booth set on March 8, 2023, at the Des Moines Food Bank. For this event, AHBL and City staff encouraged patrons to take part in voicing their opinion on housing needs in the area, addressing any questions individuals had on hand, and filling out surveys in person. Spanish translation services were available by AHBL staff, and the event provided insight on the types of housing desired by its participants through interaction with the housing dot exercise pictured below.







Public Engagement at the March 8, 2023, public engagement event at the Des Moines Food Bank.

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ECONorthwest





Agenda

- Project Purpose
- Summary of Housing Needs Assessment
- Summary of Public Engagement
- Housing Action Plan
- Next Steps

Project Purpose

The purpose of a housing action plan (HAP) is to provide a strategic roadmap for the City to implement its housing goals and ensure an equitable approach for acquiring and retaining housing that is affordable to residents of Des Moines.

Key elements of the HAP include:

- Housing Needs Assessment
- Public Engagement
- Goals and Strategies (HAP)

The Department of Commerce intends that the HAP will provide key policy direction for the Housing Element in the City's Periodic Comprehensive Plan Update.

HAP Inputs: Housing Needs Assessment

Top findings:

- Des Moines households have experienced rising housing costs.
- Des Moines has experienced moderate population growth with particular growth among older and young adults.
- Des Moines has grown to be a racially and ethnically diverse community.
- Des Moines has gained a large percentage of wealthy residents while losing low- to moderate-income residents.

257%



The median priced home has increased by \$455,000 or about 257% over the last 10 years.

Between 2010 and 2020 households...

Making less than \$25k decreased by:

49%

Making \$75k-\$99k decreased by:

24%

Making more than \$100k increased by:

161%

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HAP Inputs: Housing Needs Assessment

Top findings:

- Des Moines is poised to lose approximately 1/4 of its income-restricted housing stock in the next 10 years.
- Des Moines housing stock is predominately single unit detached homes; however, in the past decade multifamily development projects have delivered the most units.
- Des Moines lacks services that help residents access temporary shelters.
- Des Moines has a great need of providing housing units to households with incomes at 80% of AMI or less.

Des Moines is poised to lose a quarter of its income-restricted housing stock in the next 10 years.







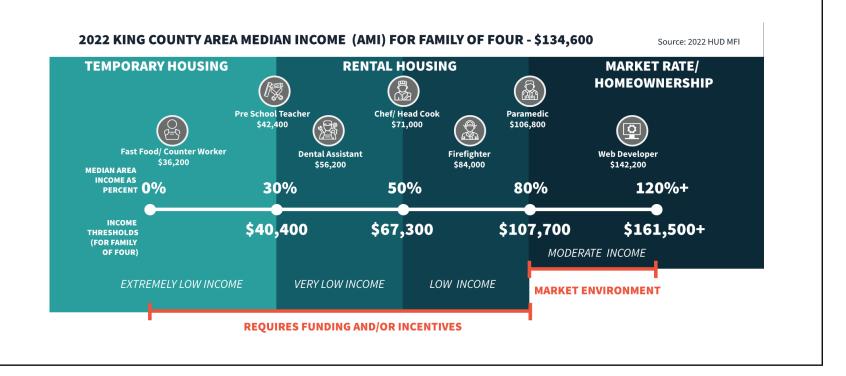
The vast majority of Des Moines' owners live in single family detached/attached homes

HAP Inputs: Housing Needs Assessment

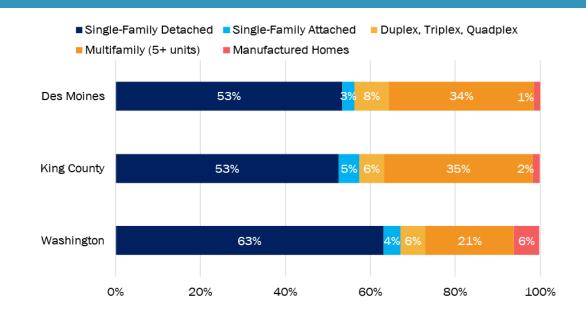


Share of Households by Median Family Income (MFI) and Tenure, Des Moines, 2020 Source: US Department of HUD, King County, 2022, US Census Bureau, 2016-2020 ACS Table B25118.

HAP Inputs: Housing Needs Assessment



Source: ACS 2010 and 2019, 5-year estimates



Housing Type, Des Moines, King County, and Washington, 2020 Source: American Community Survey (ACS) 2020 5-year estimates

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HAP Inputs: Housing Needs Assessment

Household Income Distribution	Need per Des Moines Household Income Share Percent	Housing Units Needed
0-30% AMI (Extremely Low-Income)	23%	878
30-50% AMI (Very Low-Income)	24%	896
50-80% AMI (Low-Income)	23%	866
80-120% AMI (Moderate Income)	18%	702
120%+ AMI (Above Moderate-Income)	12%	459
Total	100%	3,800

Housing Need in Des Moines by 2044 Source: ECONorthwest Calculations The community was encouraged to participate in the survey with electronic distribution via email and Facebook posts and a link from the project website.



After typing in the address or scanning a QR code, it was convenient for participants to respond to the survey on their phone, tablets, computer or other devices. Most surveys were electronic, but surveys on paper were also completed.



Survey Dates:

November 15, 2022 – January 31, 2023

And (Re-opened)

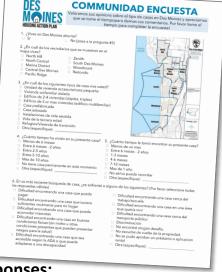
March 6, 2023 – March 23, 2023

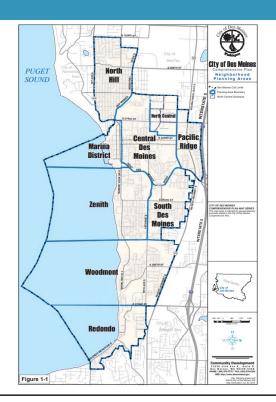
Languages:

2 English Spanish

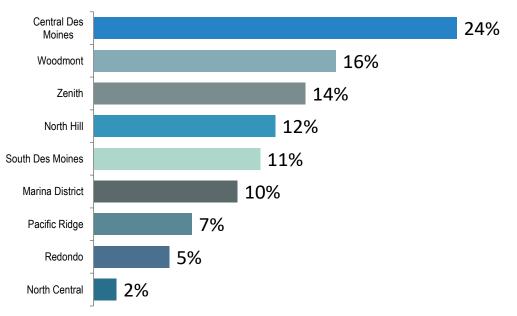
Total Responses:

213





Which neighborhood do you live in?



____ Accessory dwelling unit (ADU)/Tiny home **0%**

Building with 2-4 dwellings (duplex, triplex) 1%

Building with 5+ dwellings (multifamily building) **14%**

Manufactured home <1%</p>

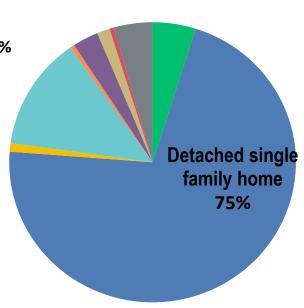
Townhome 3%

Assisted living facilities **0%**

Senior living 2%

Shelters/transitional housing <1%

Other (please specify) 5%



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HAP Inputs: Public Engagement/Survey

In your most recent search for housing, did you face any of the following?

Top 4 Responses:

A home that I could afford: 93 responses

A home in area I wanted to live: 66 responses

A home in good physical condition (no conditions that may present health hazards):

43 responses

A home that had enough bedrooms for my household: 27 responses

56 respondents did not experience any difficulties

Other Responses Selected:

Answer Choice	# of Responses
A home near work/school	21
A home that could accommodate pets	17
A home near public transit	15
A home that accommodates disabilities	11
Could not be approved for a loan or rental application	9
Discrimination	6
Did not hear back from the property	5

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HAP Inputs: Public Engagement/Survey

Please select the top three actions that you believe are most important to address in the Des Moines Housing Action Plan:

ANSWER CHOICES	# OF TIMES SELECTED
More affordable housing options	97
Preventing displacement (households forced to move from current residence due to circumstances outside of their control, such as rent increases)	74
Creating more environmentally sustainable housing (designed to be more energy efficient, use less water etc.)	75
Addressing social equity (consider systemic inequalities to ensure everyone in a community has access to the same opportunities and outcomes)	65
Increasing housing supply	48
Providing more small housing types (less than four bedrooms)	46
Increasing residential density (number of housing units allowed in a geographic area, such as an acre)	33
Providing more large housing types (four or more bedrooms)	27



Accessory Dwelling Unit (ADU)



Detached single family home



Building with 2-4 dwellings



Building with more than 4 dwellings



Manufactured home



Townhome

Which of the following housing types do you think Des Moines needs more of?



Cottage housing



Attached single family residence

Top Responses:

Cottage housing 93 responses

Accessory
Dwelling Unit (ADU)
69 responses

Detached single family home 66 responses

Building with 2-4 dwellings 51 responses

Other Responses:	# of Responses
Townhome	45
Building with more than 4 dwellings	45
Attached single family residence	42
Manufactured home	16

Are there any comments you wish to share about Des Moines (something you really like, something your neighborhood needs, etc.)?

```
need grocery store
   hotel Marina
                single family
                                think Increased
                Grocery store
  affordable
                                downtown high
    many shops parks
                                         mixing
                              built school bus
         area homes business go
    large police Concerns great
                                  good
                                    make stops
            paths place walkable
low income
                                         parking spaces
```

Page 157 of 295

HAP Inputs: Public Engagement/Stakeholder Interviews

Seven stakeholder organizations were **interviewed**:

Highline Public Schools

King County Housing Authority

SeaMar Community Health Centers

El Centro De La Raza

 African Community Housing and Development Office

Housing Connector

 South King County Housing and Homelessness Partners The following recurring **themes** emerged:

Affordability

Displacement

· Increasing Supply

Access to housing

HAP: Goals, Policies, and Implementation Strategies

- The City can incorporate local private and public partnerships to accomplish its goals of implementing new affordable housing solutions.
- While Des Moines does not directly produce or control housing, the City's policies, development code, infrastructure investments, and programs influence the housing market.
- The analysis resulted in five major goals/objectives and eleven strategies for consideration. When implemented, these strategies are intended to make it easier for current and future residents to live in the area with homes and costs that work for them.
- The following strategies are potential solutions to meeting the housing needs of the City
 of Des Moines.

HAP: Goals, Policies, and Implementation Strategies

Thoma		Chuchamy
Theme	1	Strategy Preserve existing affordable housing stock (e.g., mobile home parks, rent restricted affordable housing projects). Partnerships with organizations that may be able to purchase existing affordable housing projects with rent restrictions that will expire.
ent	2	Physical displacement (e.g., mobile home park)
Minimizing Displacement	3	Economic displacement (e.g., rent to high or property taxes). Larger cities have rental assistance. Smaller cities do not have those resources but can partner with other organizations. Multi-Service Center (MSC) for Rent and Emergency Assistance. Property tax relief awareness for various groups.
zing l	4	Provide information about resources to residents and landlords for programs to support housing for vulnerable residents.
Minimi	5	Explore the zoning and allowed residential densities within City zones to ensure that the City is not unwittingly encouraging the redevelopment of existing affordable housing stock.
	6	Consider adding a city position / volunteer opportunity (e.g., Human Services Department) to coordinate local resident access to information and resources that are provided by other organizations.
cessibility housing for /ulnerable opulations	7	Partnerships: Organization essentially co-signs for a period of six months so that the landlord guarantees the rent is received. Also provides some type of insurance.
Accessibilit to housing for Vulnerable Populations	8	Explore low-cost, innovative solutions for individuals experiencing homelessness (e.g., shelters, permanent supporting housing, etc.).

HAP: Goals, Policies, and Implementation Strategies

Theme	#	Strategy
sing	9	The City should continue its partnership with the South King Housing and Homelessness Partners.
Increasing Supply of Housing	10	Remove regulatory barriers (e.g., parking, cottage cluster housing, ADUs, tiny homes, missing middle, multi-family, design standards, private decks).
(Iddn)	11	Providing incentives for the construction of desired housing types (e.g., pre-approved housing/ADU plans).
sing S	12	Review and amend zoning to remove barriers to specific housing types.
Increas	13	Humanize/educate community leaders about the importance of providing housing for all residents of Des Moines. Recall the information that was provided that showed that schoolteachers cannot afford to live within the City.
Affordability	14	Preserving and building new affordable housing (e.g., expediting development review, subsidizing permit fees, parking minimums, increasing density for affordable housing).

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Next Steps

- ✓ Briefing to City Council: May 4, 2023
- SEPA Threshold Determination publication and initiation of comment period: May 12, 2023
- Briefing to City Council Economic Development Committee: May 25, 2023
- Public Hearing 1st Reading: June 1, 2023
- Public Hearing 2nd Reading and Adoption: June 8, 2023
- Commerce grant period concludes: June 30, 2023

QUESTIONS?

ECONorthwest





• They likewise provide initial public comment for consideration in updating the City's Comprehensive Master Plan, in the works this year.

We ask that you seriously take these petitions under advisement and act on them. We also request that you comment on them, either at a council meeting or via the Des Moines Current Magazine.

With that preamble:

I am pleased to present this community request - from myself and over a thousand other individuals, who are asking that the 'North Marina parking area' be designated as a city park, to remain - in perpetuity for our public benefit.

Thank you for the opportunity to comment tonight. We look forward to your response.

They express the desire to designate the North Marina Parking area and Board Walk as a City Park. Which is the purpose it has served for years.

- It has been identified as a 'Public Benefit Area' by the City.
- It is in the middle of the parks (Beach Park, Fishing Pier Park, Outlook Parks, and the new Sound View Park.
- It also serves as a community gathering spot for functions and activities throughout the year.

There are some things to understand about these Petitions:

They were assembled and collected by a community of amateurs and therefore:

- They lack any real legal status.
- Property descriptions are generally expressed and in layman terms.
- They have signatures with their neighborhoods identified and surrounding cities, but certainly lack details needed in a formal petition.

So - what useful purpose does it serve?

Well, in the absence of the ability to provide public comments and have open discussions elsewhere, such as townhall meetings or other gatherings, to discuss our open spaces.

- They express the community's desire for the future use of the north Marina parking area.
- They also provide input to the city's Economic Development and Municipal Committees, as well as the Parks, Recreation, and Senior Services Department for planning activities.

Good evening, Mayor, Deputy Mayor, Council Members, and others joining tonight.

I've been before the Council over the past several months advocating for preservation of the public open space in the Marina's north parking lot. During this time, the City completed its repair and renovation of the area, and it looks beautiful. Thank you for this.

Tonight, we are continuing our advocacy to set aside this area as a public open space, for the benefit of our residents and others who come to visit our city, by formally making it a park.

The petitions that we are presenting to you tonight have been signed by individuals from across Des Moines neighborhoods, and neighboring cities. In total there are over 1,100 signatures, made up of over 800 residents, and approximately 280 non-residents.

Of the resident signatures, all our neighborhoods are represented, with the majority from the Central, North Hill, Zenith, and Marina neighborhoods.

The non-resident signatures are mainly concentrated in the surrounding cities, including Normandy Park, Burien, SeaTac, Kent, Federal Way, and Auburn.

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~ Chris Tollefson

NAME: Signature/ Printed	DES MOI	NES NEIGHB	ORHOOD:	DATE:
1. Kathy wea	ver	hanna	Aistrick	2-26:23
2. Jan Pen	<i>n</i>	1.6	ι,	2-26-22
3. Som YEAR		11	1/	2-26-23
Stefanie Standa	che!	je	16	-
Avery Levis		,1	M	
5. Tatiq Hassell		10	• ,	2-24-23
6. La Poust				2-26.73
Telson Fitte		11	· ·	2/26/23
8 lehr an		ι,	1,	3/2/23
9. Chris GALLEGOS		(t	x I	3/18/23
10. MARTHA FENT	Ion	VI.	i,	3/18/23
Mustha Tention				-1101-5

NAME: Signature/ Printed	DES MOINES NEIG	HBORHOOD:	DATE:
1. Jalia M. Hall	- man	y District	3/19/23
2. Ronald DT tell Revail D Hour			• •
3. Ardeth anderson		14	(¢
Jeanna John	S («	f(44
Asyton Buell	\(\epsilon\)	11	
Amarda Tay Enly			
Melissa Hollman		, t	
Wickib Lonella	(C	11	ι,
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Dottie Rosenauer	(¢	((٠,
JEAN SYED			
19 Lorettex Schmidler LURETTA SCHMIEDER			- · · · · · · · · · · · · · · · · · · ·

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. Myrly Mura morly Mural	20140 3 to Awes. North Hill central	2-28-23
2. There Marshall Told here Marshall Told	20365,232 nd St. Les Moires	35/23
3. Churling Daratzo	downtown Desmoines	3/5/23
Phyllis Trump	1211 60 311 Pl. North Central	3/5/23
5. Donald Trum	y Beamoure	3/5/23
6. Chare Klepy Garce Kless	CENTRAL DIM	3/5/23
7. Lioman Diaz	(South Des mains) - 819 S. 24714 SE	03.05.23
(1 -01)	Jes moines 98198 1352 619 AUS 12 Marion WA 98198	03/05/23
Everet Anthony with	Ramoines WA 98198	03:05-2023
10. BKV Kleps	1117 S 224thst Central D. Des Malves WA 98198	m 03/05/2023
	Central DM	

NAME: Signature/ Printed DES MOINES NEIGHBORHOOD:	<u>DATE:</u>
1. Finda M. Thicl Linda M. Thicl	2/22/23
2. Jann. Battonia Central Des Moines John M. ZATLOUKAL	2/22/23
3. Toy Frame Central Des Moines	<u> 2/ 2/2/</u> 23
4. Utchnia-Chdrais Marina Histrick Victoria L. Andraws	2/22/23
5. S. Opn Normandy Brt & Stephanie Eden	2/22/23
Michelle Rodell Central Dee SMoin	5 5/23/23
7. Jan & Sela Stances 2	2(23/23
8. J. m. P. 1 p. 1 marina district	2/46/23
9. Miranda Domarina District	2/26/23
10. Christopher wan Marian Dayret	2/26/23

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CITIZEN PETITION TO THE DES MOINES CITY COUNCIL PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

The undersigned residents of the City of Des Moines, Washington, do hereby Petition the Des Moines City Council to permanently set aside and reserve the 'North Parking Lot' of the Des Moines Marina (north of the harbormaster building and west of Dock Ave. South, subject to Quarterdeck lease) for the same uses and purposes as the adjacent Beach Park, which includes, but is not limited to the following: Farmers Market; Waterland activities; Fourth of July activities and fireworks display; parking for the Public Fishing Pier and boaters; for Des Moines Beach Park events and all other permitted uses. This reserved area of the Marina North Parking Lot should be subject to the same laws, ordinances, rules and regulations as the Des Moines Beach Park.

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Mary Cocte 7	7th Ave South 11: FF aportments	3/17/2023
2 Time dotton	Des Muines 98/98	031823
3. Snarzy Parlemen	4015 140KS4-#33	3/10/10
4. William SVEENOV	1254 S21 iFlage	3/20/23
5/ 2021 A SWEENE	1/254 S. 211 pL	4-11-23
6. DOROTHY MEEKLE Descritty Meekle	Des Maines J HIM Destinas, WA 98146	4/9/23
	1312 S 229th St Des Maines, WA 98198	4/9/23
8. Jakob	1519 3 201-	<u>4-11-2</u> >
9. John R. Alenda John R. Winnetter	Des Moines 1227 = 2298	<u> 4-11-</u> 23
	YDAILY DESMOINES, WA	4-11-23

V/

NAME: Signature/ Printed	DES MOINES NE	IGHBORHOOD:	<u>DATE:</u>
1. Juanes Quico	m Marine	District	3/19/23
2. Judi Mackenzi	· · · · · · · · · · · · · · · · · · ·	li .	3/9/23
3. U Water		,v	7/19/25
4. B. L. Z. Brian Koefre	1 (1 1	3/19/23
5. Ab She Sulpert	(i	ŧ(3/19/23
6. MAST	<u> </u>	<i>it</i> 1	4/13/23
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8			
9		·	
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. CONNA BLAURO, Rana Blau	rock Sea TAC X	3-20-2023
2. Nance J Debo	ma Dés Moines	3-20-2023
3. Karen Brady Kann Chary	Das Moores	3/20/23
4. Loreen Kne. P	Des Moines	
5. Burny Peters Burny Peters	Dash Bind	3/20/23
6. Colene Krainta	Kont West This *	3/20/23
7. Zinda Pergel	ion Rosman Siy P. P.	3/20/23
8		
9		
10		

	DES MOINES NEIGHBORHOOD:	DATE:
RASHMI RAVINTIRAN	Marina	04-15-23
2. Juli	<u>Marina</u>	04/15/27
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4		
5		
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CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

THE COLD

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1 Eldon & Renio Eldon E Davis	<u>central</u>	3/26/23
2. Carol See Davis	central	3/26/23
3. Virginia Weth VIR CINIA WETLI	Centra	3-27-23
4. Shome Nichaelan Sherry Mi Gradstan	central	3.28 23
5. Both Do mock	Centrat	3-27-23
ANNALES CRAIN	central.	3-27-23
1. Corel Theman	Contral	3-27-23
8. Llain Bradley	y Central	3/27/23
Martine Marche	di Central	3/27/23
10. Glenda Peacock		3/27/23

LUESLET 1 N: CENTRAL DES MOINES NEIGH BOUHOUD

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE $\stackrel{<}{\sim}$

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	<u>DATE:</u>
PATRICIA KEEN	Cotal D.2n.	2/23/23
2. Olive White	Central	2/23/23
3. Lynn Belluspo	Central	2-23-23
4 Pan Woornar	<u>Central</u>	2-33-23
5. May alibani	CENTRAL	7/23/23
6. Landa Blet	t central	2/23/23
Handra Moormon	Central	2-23-23
8. Kaketa & Faller	Central	2-23-23
Doner Stay	Central	2/23/23
Wal Frild	CEUNEM	<u> 0/23/23</u>

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Lila Spodin	Central Des Moines	2/23/23
Janet Knowlon		2/23/23
3. Lucy Shaw	Central Mas Moinis	2/23/23
4. Kenzloh	Chitray Des Moines	02.24.23
5. trofarko	central Des Movies	2/25/23
6. Kalene Moor	Central Democa	2/24/23
1. Luth Ballar	Central De Maine	2/27/23
8. Nina Kenney	Central Des Moines	2/27/23
.9. Carol Hosler	- Central Des Moines	2/27/23
10. Kinda Hagen	Central Des Moines	3/1/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. LuciteF Shaw	WesterHomes	3/23/23
2. Ann Turod	ilestey	3/23/2023
3. Bail Vow Sciver Guil Van Sciver	Wesley - Des Moines	3/23/2023
4 Barbara Betla	ch Ikeslery	3-23-23
MARY BILL	Weiley	3-23-23
Fanet Knowston	Wisky	3-23-23
Christing onnac Christine M Conna	her Wesley	3-23-23
8. Janet M. Lubes Janet M. Labe		3-23-23
9. Vergenia G. Mornikan Virgilish A. Morniyan	Wesley Saidens	3-23-23
10. GLEN W. KNOWE	WEGLEY GARDENS	3-24-23

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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	<u>DATE:</u>
Bory & Hedownel	l Central	3/24/23
2 Paleril Wills	"	u
VALIBLE WILLS	"	> - 4 17
3. John Kohndon		<u>3.24-2</u> 3
a. Milody Kolskid Wilder Kilskid)]	3-24-23
5 Jauren Mariner	<u> </u>	3/25/23
6. Barbar Shoda BARBARA SKOPA	<i>I</i> 1	$\frac{3/25/23}{2}$
1. Thomas R Shope	,)	3/25/23
8. Sandra Moornes SANDRA MOORM		$\frac{3/25/23}{}$
9. Daniel Moorn	· · · · · · · · · · · · · · · · · · ·	3-52-52
10. Clele More	nan	2-25-23

3

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Janet Slazak	Central	3/13/23
2. Mone Slige		
JEL ONLY SIYE JEL ONLY 3. JEAN ANDRUS		<i>h</i>
4. Prolym I are	1/	£ L
5. Starone Stiming	Ct	<i>t</i> :
6. Maureen M. Maureen S. Nub	cher 10	16
7. Monica Kalmetoka		11
8. Unha Kolmetschov	1:	
9. Hisako Lather	· · · · · · · · · · · · · · · · · · ·	<u>'1</u>
10 Lynda McDonnell) <u> </u>	3/24/23
Linda Mc Donnell		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. SIMCKEE SHANNON MCKEE	Zenith	3/7/23
2. Lyan Milee	zenith	3/7/23
Ryon McKee 3. L. Mchel	zenjth	3/1/43
John mike		
A. The Manual	North Hill	3-13-25
5. Comet Jacobsen	North Hill	3/13/23
6. Marc Doan	Des Moles	3-13-53
7. Mica McKA	DES Mones	3.13.23
8. SHANNON SILKMAN	CENTRAL J DES MOINES	3-13-23
9. MELANIE OU/	y Doent Hill	3-13-23
10. Thomas Dunbur Mora Dukun	DES-MO, WES	3-13-2023
1		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Karolyn Albrecht Karolyn Albrecht	Zenith	3-14-20231
2 Ruby Schubert Ruby Schubert	Z'ENI Eh	3-21-2023
Money & Wisher	ZemTh	3-21-2023
4. Heinz Gehlhaar Flanz Gollhar	Zenith	3-21-2023
5. Sandra O'Donnell Landia O'Oonnell	Judson Park	3-21-23
6. hourse hiberts	Zenith	3-21-23
1. Kathy Kalinski Kathy Naliniki	Zenith	3-21-23
8. KAREN ROSENGREN Karon Rosengre	Z & N/ 77-1	3.21.23
9. Linda White Janda Shite	1 andth	3-71-23
10. BETTY OL-7011 Lity Oliv	2 moth	<u>3-21-2</u> 3

NAME: Signature/ Printed DES MOINES NEIGHBORHOOD: 1. Donothy Lukud Zenith DOROTHY LOCKET	DATE: 3/21/23
2. Pranti Samleyon Zenith KAAR & BAUTES OR	3/21/23
3. Carol Martin Zenith Carol Martin	3/21/23
4. Jan Smith 2 enth	3/21/23
5. Marily Smith (Judson Park) Narily 11 Smith	3-21-23
6. Sandra Fearson Zenith	3-2/-23
7. Marelyn Danielson Zeneth MARIYN DANIELSON	3-21-23
8. Jon Danielse Zenth	3-21-23
Mary Jo Krittel Zenith	3-21-23
10. Jun Donaldo-Stil Zenith JOHN DONALDSON-Stil Novich	3/21/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
Holin Pearson	2 enith	3/21/23
John A. Tearson 2. Janet A.B. Chu		3/21/23
3. Rick Mah.	wyl Zenith	3/21/23
4. Marcin Patrich	Zenith	3/21/23
Marcia Patrick 5. Lemaille Behr LEOWARD A BAH		3/21/23
6. John D. Fry	Sea-Tac	3/21/23
7. Wrills GRILL	2 ensty-	JDMG 23
8. Dianne M. Mayse Dianne N. Nayse	Zenith	3/21/23
9. Frank SMings	Zenith	3/21/23
10 Dois L. Mech Boris L. Mech	zenita	3/21/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD ;	<u>DATE:</u>
1. Carolina Wagemon	S ZENITH	<u>3/2//202</u> 3
2. (Ilice Confoman) ALICE CORPMAN	1 enith	3/21/2023
3. Corole S. Runstad CARALE J. RAMSTAD	ZENITH	3/21/23
4. H.T. HELGA TITTLE	ZENITH	3/21/23
5. James & Jahnte	2ENITH	3/22/23
Both Mous	fins ZENTH	3-27-23
7. Frances y	over Zenith	3-22-23
8. Betty L. PARENT BETTYL. PARENT	GOWER Zenith	3-27-23
9. Zandra Warnes Sandra Warne		3-22-23
10 Bluerly and Sch BEVERLY AND SC	,	<u> 3-22-23</u>

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Jean M. Holling	Zenith	3-22-23
ALDA WEAVER	SENITH	52 mor 2013
3. Marely Beach MARILYN BEACH	- Jenuth	3-22-23
4. Sail Thomas	eo Zenith	3-22-23
5. Barbara Stensta	and Zenith	3-72-23
6. Diana Lawson	_ Zenith	3-72-23
7. Dem Smith Ail AK Smith	2 Zenith	3-22-23
8 FEMILE MECAN France Mc Son	- Zenita	3-19-13
9.17.AValson	- Zenith	3-23-23
10. Aller Hornson	PELL	3-23-23

(P)

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed <u>DES MOINES NEIGHBORHOOD</u> :	<u>DATE:</u>
1. Laura Chandler Zewith	3-24-23
2) wh & Challe I Zenith Jack E. Chindbon Str.	- 24-23
Laborates Misself FFATTI	5/34/2=
4.)h. V. hlapoph ZENITH	3-24-13-
W. V. MASSZAK	3-24-23
5. Sally Wold Lenith	3-24-23
Bunnie Harding	
7. Kill Harding ZENITH KEITH HARDING	3-24-23
8. Journal Craig " Lenith	3/24/23
9. Bill Craig Zenith Bill Craig	3/24/23
10. 10 c Whister ZENITH	3 /24/23

NAME: Signature/ Printed <u>DES MOINES NEIGHBORHOOD</u> :	DATE:
1. Lenvi for Heino Zenith	3-26-23
2. Rena Hamburgo Zenith RIENA HAMBURGER	3-26-23
3. Manuera Makelliet Zenith	3-27-28
4. Paul Pochlinan Zenitsz Paul Parisman	3/37/23
5. U. P. Z. Krish. Sh. St. Sh. Sh. Sh. Sh. Sh. Sh. Sh. Sh. Sh. Sh	3/37/32
6. Lucille C. Osbur Zenith	3-28-23
Thelma M. Sutterland Zenith, un	228-23
8 Madeline of tran Zepith MADELEINE JIHOEN	3-28-2023
9. Getrude Thomas Limith	3/29/23
10. Fracelle Bailey zenith Lucille Bailey	3/24/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. Jun Qu	MORINA	3 7 23
2 Mauren (1)	of naunce	3/14/23
3 - (1	marina	3/15/23
Juich: Ahz	De SNomes	3/15/27
ORLE ARBANIONE		3/15/23
5. Winde Mason	Des Moines	
6. Jacques Maso	DES MOINES	3/15/23
7. Pin Pind Oly Thomas	Des. Moines	3/15/23
8. du 1 15/2	Nos Mores	3/12/23
	MAN DES MOINE	3/15/27
WARREN NORM 10. MAYON MARKIN	•	3/15/2023
Man Me	7	

PRESERVE THE MARINA WORTH PARKING LOT AS A PUBLIC OPEN SPACE CLUSEN PETITION TO THE DES MOINES CITY COUNCIL

purposes as the adjacent Beach Park, which includes, but is not limited to the following: Farmers Market harbormaster building and west of Dock Ave. South, subject to Quarterdeck lease) for the same uses and Council to permanently set aside and reserve the 'North Parking Lot' of the Des Moines Harina (north of the The underzigned residents of the City of Des Moines, Washington, do hereby Petition the Des Moines City

	A	
#755 jjj dz.	ETPLATENT SENSEST	WH CHEN ENERD
21-2- E		The Manney or
-)1	e. Helentonichelle
3-1-23		- AVI VAVIDA 8
\$2)[2/Z	<u> </u>	WANDER WANDER
EV/KIC/C	\1	MINORIT
2/92/2	11	- Man Justin
Se-26-6]]	S. Genne Sugar
SZ-he-c	y	HADEN HADE
8Z/1z/Z		Heeps Pennesh
Ze hee	11	Musmas Many 5
Ex-HE-6	12101510 VM704W20	ma & Smorter
DATE:	DEZ WOINEZ NEICHBOSHOOD:	NAME: Signature/ Printed
bing riging Blinks of the Marken ald to sans benear ald	ich Park, which includes, but is not limited to of July activities and fireworks display, parkin it Park events and all other permitted uses. T to the same laws, ordinances, rules and regu	To Des Moines Search to Des Moines Search

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Anthon Crawford	Redonde	3/18/23
2. PSINIHUS	Redondo	3/18/23
3. Sumple	North Will	. 3/18/23
4. MUXWSh B. CORNISH	Des Moines, WA.	3/18/23
5. Jin Wilson 206-369-5969	Des, moints Wy	3/18/27
6. Suzpra Jones	Des Moines W (marina) Des moines WA	3/18/23
7. Angela Ruggino	Des moines WA	3)18/03
8. Michelle M. Fulky	1 MONO NO WA 22329 1947 the S.	3/18/23
9. Dan Fully Dar 715 5360	_	3/8/23
10 than fulla	Demano	3/18/23
- The same		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
CHRISTING TOLLES		<u>2/23/</u> 23
2. Show & Broken Shori Groken		0/03/03
3. Sheeter Tallefor	wesley Home	2/23/23
4. William Bishop	Des Moines Musin	3/09/2023
Kim Meyers	Desmoirles, WA.	3/15/23
6. NONNA Newman	Maxima Sixtrict	3/16/23
7. Susan Davis	DORTH HILL	3/16/23
8. Jien Duong	15th Ave S	3/16/23
9. KEN Nowwe	Des Wornes	3/16/23
10. Pride Smally Risako Zmarra Diaz	North Hill	3/19/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Macht Jallegos Viete Gallegos	Morina District	3/19/23
2. JM JOSEPH MCCULLOUG	Marina District	3/19/23
3. Éthan	MARINA DISTRICT	3/19/23.
4. NO YEARTH WICHING	Mondow	3/19/23
5. Steve Provin	CENTRAL	3/19/23
STEVE PIROTIE 6. 1) Callel	Central	3/19/23
Rosar Sulf 7. Kuren Rosereg	ren Central	3/19/23
8. Yumdely VanHout Kn	welter woodmont aver	3/19/23
Gwenddyn Van Hout Kne	whele woodment	-3/19/23
Great W. Knockto	central	3/19/23
Chloe Pirotte		



NAME: Signature/ Printed	DES MOINES NEIGH	BORHOOD:	<u>DATE:</u>
Darlene Bushop	Marina	· West.	2/24/23
Darlege Dishof			7.7
2. ERIC DUNCA) '(2/24/23
3. Mary Genzales MARX GONZALES	, <i>'</i> '(17	· · · · · · · · · · · · · · · · · · ·
4. SATTEREMENT		11	· //
5. Dear Di Masci	/ (17	10
allue D. Mexico)(1	Ц.	
Alica Di Mascio 7. Neresa Brie)	i i	((
Teresa Rice			
8. Sklily 5. M. RHOAD	MARIN	<u>A</u>	2/24/23
9. Julie Hodger	Marine		3/15/23
10. Tardy Kaul	Central		3/15/23

NAME: Signature/ Printed DES MOINES NEIGHBORHOOD :	DATE:
1. Margan Linuillo Zentth	4/3/23
Dec Fisher Zenth	.4/3/23
Margare Rosentrover Zeneth	4/3/23
Patricia L Blen Zenih	4/3/23
RESEMARY MASTRO	4/3/23
5 tophen Dest Zerith	4/3/23
This Kelloge Zenth	4/3/23
8. D. Kay Fletcher Zenth D. Kay Fletcher	4/3/23
Steel SEFANIK	4/3/23
10. Marlyn Jordan 20001Ch	4/3/23
HIACITYA SIDERIUS ILA	

NAME: Signature/Printed DES MOINES NEIGHBORHOOD: Sturm for the Secretary of the Secretary	DATE: 4/2/23
2. Kleming Zenith Rebecca Pennsy	-4/2/23
3. Diane Souron Zenith Diane Souron	4/2/23
4. Doma King Zenith	4/2/23
5. Barbare Callander Barbare Callander	4/2/23
Brady Williams Zenith Brady Williams	4/2/23
7. Marily Harrel Michelel Zerith MARILYN HANNAR MICHALAK	4/2/23
8. Janice Sinclair Zenith	4/6/23
9. PATTI LEQUIRE Zenith Patti require	45/23
10. MARSHA WEAVER ZENITH	4/6/23

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

The undersigned residents of the City of Des Moines, Washington, do hereby Petition the Des Moines City Council to permanently set aside and reserve the 'North Parking Lot' of the Des Moines Marina (north of the harbormaster building and west of Dock Ave. South, subject to Quarterdeck lease) for the same uses and purposes as the adjacent Beach Park, which includes, but is not limited to the following: Farmers Market; Waterland activities; Fourth of July activities and fireworks display; parking for the Public Fishing Pier and boaters; for Des Moines Beach Park events and all other permitted uses. This reserved area of the Marina North Parking Lot should be subject to the same laws, ordinances, rules and regulations as the Des Moines Beach Park.

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Lelinda A Gross	Zenith	3/30/23
1 Tracy Spinella	, Zenith	<u>3.30.2623</u>
3. WD who DICHAGE DUNGAR	Zenith	3/30/2023
MF Zulevi	Zenetli	3/30/2023
5. / RAY COK	- Zenith	B2/30/230210
6. Apros V Dole	Zenith	3/30/23
7. Hellian D. Summer	Zenith	3-31-2023
8. Indun March Barbara March	Zenith	<u>3-30-2023</u>
9. Barbara M. BARBARA MAd.	_	$\frac{3}{30/23}$
10. MMW	Zenith	3.80.23
(News - MONT	W	

Page 198 of 295

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Hanet Sisson	Zenith	3/10/23
Carry Eight	Zenith	3/10/23
3. MANGENT M. Dack MARGENET PUR Done	Zentik	3 10/2]
4. Masgraph LA	w Zenith	3-10-23
5 Saskar Jones BARBARA JONES	Zenith	<u> 3 10-22</u>
6. Marlyn Jovanovich	/ Zenit	3-10-23
7. Namy L. Runell	Zenith	3/10/23
8. Namer Relly	Denth	3/10/23
9. Ellen Milensen Ellen Mortensen	n Zenith	3-10-2023
Denna Mulls	, Zenith	3-10-2c23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Terci Juberg	Zenith	4/3/23
z. Gabriela Copado	bes, moines	4/3/23
3. Elvia Villaseño	Des Moines	4/3/93
4. Masaya Cales	DesMoines	1/3/93
5. Gail Van Sciver	Des Moines	4/3/23
6 DANIEL PYSU	un 'PES MONE'S	04/03/23
7. Chr Willo	/ -	4.4.23
8. Lana Danuster		4.4.23
9. Kayle Dr. Kaylee Davidson		4.4.23
10. Scott Albris	J. Des Moines	4, 4, 23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1.1.54 Thumpon	Zenith	3/18/23
2. Log branel	Woodmint Salt Water	3/18/23
3. WILLY O'BRIEN	Des Moines HoLE	. 3/18/23
Stally O'Bmi	J.S.S	3-18-23
5. April Jon	Desmoner	3/18/23
6. Grynny Swadow	da IV Hill	3/14/23
1. In or Lamont RAY	MARINA	3/15/
8. Jv. Will	Dm Y	3/18/23
e AMM FM.	Norm Hill	3/18/23
10. KYLE MAY S	Wordmont	7/18/20

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1 Such Coverdule	Per Modres Zerith	4/4/23
2. 15	Desmoines was	4/4/23
Kevin Rockriques 3. Nardforfur	Desmoines WA	4/4/13
4. In when	22311 13TH AVES	4/5/23
5. Stowerd C SCAUIC A JANKOU,	22311 13TH AVES	4/5/23
	20023-12th PL. S.	4/5/27
7. Day Zibrosy	2409 5 2221257 1854 50 345 Mp	45/23
Anna Bau	Him 1854 30 345 Mg	4/5/23
9. Margaret All	lini & 1305 S. 2044St.	4/5/23
10. Alyjandra Pedra	U1205 S. 2011 H St.	1/5/23
Mind Jey		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. MARCUS	Ars Mornes	3-17-20-23
- PERKINS CHUDY BRACK		1 1
2. Circly	Des Molnes	<u> 3117123</u>
macu		. 1 - 1
3. Lycon Stevens	Des Moires	3/17/23
July	Des Moines	3) 17/23
Tereska Pucylonis	Des Moines	3/17/23
5 Kathy McDOWALD	(DESTROYAL)	0/1//23
6. Mindy Maur Wingly Mau		3-17-23
7. Kong Thepboury	Des Moines	3-18-23
47	Dag	2-10-22
8. Tracie Searing	Des moines	3-18-23
9. Donald R Wals	Des Moins	3-18-23
10. AL F19cHz	n DET MOIALS	3-18-21
- 0		

	NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
	1. Stephanie Dunning STEPHANIE DUNNING	Central Des Mornes	3/19/23
	2. Daniel Wahn Daniel WOKOUR	Central Des Moines	3/19/23
	3. Rasan um	Contral Doi Mainer	3/19/23
	4. John Killeen	Central Des Moines	3/19/23
0	5 Broken &	Durelles	3/19/22
	6. L S	waterfront	3/19/23
	7. Poten facato.	Novan Hill van DesMorres man	3/19/23
	8. Beili Devite	Woodment	3/19/23
	· Barbara Dunagu	marina Dist	3/19/23
	10. SAFE	NORTH HEL	3/19/23

NAME: Signature/ Printed DES MOINES NEIGHBORHOOD :	DATE: /
1 Jeyn X. Blair Marina Joyce K. Bleix	3/18/33
2. Melody Edmistr Woodmont	3/18/23
Fraith a Drande Zenith	3(11-153
4 Jant Mung Des Manes	3/18/23
5. Mihele PENNINGHIN	3/18/23
6. unté 54017 Des Moines	3/18/23
7. OLIVEL WOLDPI DEZ MOI VOZ	3/12/23
8. Susan Siddhi DiM	98798
9. Xochult Sulls D'M	9819.81
10. John A Thomas	98198

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. MAN BALDWIN	CENTRAL DESMOINGS	3/17/23
2. Suz bye Eby	- North Will	3.17.23
3. Cavan Cox	2 Central Des Moin es	03/17/23
MARY HUANG	Central Des Moins	3/17/23
5. CHEN HOANG	Central Des Moines	3/17/23
6. Garrett Sutt	Censral Dei Makes	3/17/23
7. Ed MARK HUANT Ed Nowek front	r Woodnest	3117/23
8. Janet Marzkyno	act Wood nints	81 17 123
9. Britany Hill	central	3/17/23
10 Surver Tulle	Mariva District	3/17/23
	1	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Carry Wison	central District	3-17-2023
2. Nathan Small Nathan Small	Deg Moixes	3-12-2013
3 Kayla Pirotte	central	3-19-2023
4. Vikita Ginnett	North Hill	3 9 2023
5. Marshall Rockwell Moveshell profund	North Hill	3/19/23
6. Hay Suyder	n North H: 11	3/19/23
Merrie Milla	Zenith	3/19/13
8. Douglas Miller	/ Zenith	3/19/23
9. Summer IT Offens	North hill	3/19/23
10.	(Centra)	3/19/23
TICE BROOKS	ro e	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. yamilitte Radeisono	vez central	3/19/23
2. Bout for	North Hill WORTH HILL	3/19/23
3. Dy Wait	Yn orena	3/19/22
4. Pul Dull Fichard Grahay	Des Muines	3/19/23
5. Carlos velosques Valoria Leanero	central des moines	3/19/25
6. Judy Mat	narma	3/19/2023
7. John Hayden John Hayden	Marina	3/19/2023
8. Ann Much ANN MEYER	Marina	3/19/2023
9. Cummie Cord	Wordmart	3/19/2023
10. J. h. Carmin	- Water	3/19/2023

	CITX/AREA	
<u>NAME</u> : Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Robert & Extramor Robert & Extranor	Burien	3/16/23
PEARL KMELS	White Center	3/16/23
3. Samonte On Samantha Cigare	Des Moines	3/17/23
4. Mintel Prosert	Nocmody Park	3.17.23
5. Jack Thempson	Marina	3/17/23
6. Maly lum Programmed	DOS MOINS LEWIRAL	3/1/23
7. Akashshama	Des moires certral	3/17/23
8. Mary Jane Latine Mary Jane Latin	1 Des Moines Central	<u>3/17/2</u> 3
9. Roberca Andres Rebessa Androes		3/17/23
10. Alan Androes		3/17/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Carrie Sandin	18th Ave S	3/18/23
2. Jaylon Bandlin Taylon Sendlin	10th cive 5	3/18/23
3. Marianne Hayes	Wesley Gardens-216th	3/18/23
4. Stylan Could	_	3/18/23
5. Rebora L maitos	59861955 CONDO 21937 7th AVC SO #221 DesmoinesWA	3/18/2023
6. Bowy Chuy	24 338 - 22 4 4 5 De GILLOINES WAGKIOS	3/16/2
7. Mel McDonall Mel McDonald	72005 6 Anz, 5. ,#304	3/18/23
8. Sauch S. Sarah Stanba	North Hill	3/18/23
9. Katie Stavton	Norm Hill	3/18/23
10. Chars Steph	ns 21426 15th Ave S	3/18/25

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Jan My	21023 12th Ave S.	3-21-23
2. John G. Hogan	918 5023654560	3/22/23
	9185.2315 54.	3/22/23
- C	23830 14th AVE S	3/22/23
Estatical Estate	73419 28 Ave S. sevelvose travor	3/22/23
6. Lynn Frannado	28313 Redondo Whys:#303 I Des Moives WA 98198	3/22/23
mac Souer la	NBIV 833 5, 223 ST	3/22/25
BILL Jup	Maring District	3/ 32/23
9. Ivy Pacheco	Nurth Central	3/22/23
10. CHARLIE HELTZ	CENTRAL DES MOINES	3/22/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Samal Mccreary	Des Moines	3/18/2020
2. Robert Rogers	Des Moinec	3-18-23
3. Michelle M. Roger	Central Des Moines	3-18-23
4. Jane Bure	pr DES MOINES MARINA	3/15/20
5. 6 bodys Diaz	South Desmoires	3/18/23
· · · · · · · · · · · · · · · · · · ·	" Des Moines	3/18/23
7. adele atters	n Marina	3-18-23
8. David Lopes Durid Lopes	Marina	3/18/23
9. Itolines Leanneige Holmes	Des Moines	3/18/23
10. Thomas min	Des Voines	3/8/23
- comy smile	- Marinon	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Ellie Beckman	North Hill	3/17/23
2. James Beckman	North Hill	3/17/23
3. PHILIP & De Rosso	NORTH HILL	3/17/23
Millie	permoines	3/17/23
5. Marylesnet	(Des Moines)	3/17/23
6. Cind. Togar	- DES MOINES	3/11/23
7. Market	PREIFIC BIBGE	3/11/23
8. OSMAN D.	DesMoines	3/17/23
9. martin Dien	, Frem Hull	3/17/23
10 SMULLINES	ZENITH	3/17/23

NAME: Signature/ Printed <u>DES MOINES NEIGHBORHOOD</u> :	<u>DATE:</u>
1. XIEWING Cobit Marsh HUNTINGTON PARK- SANNICH WHITMANNEN ZENTH	3/15/2023
2. Judy E. Jacobson Huntington Park Judy E. Jacobson	3/14/23
3. Januar Dickson Huntington Purk	3/14/25
4. Testick Elfstrom Hantington Park Judith 5/35 rom	3/14/23
5. June Kallman Hantington PK	<u>3/1/</u>
6. Donna Longwell Huntington Perk	3/14/23
7. Mary Montgomery " Zenith	3/14/23
Mary Montgomery " Zenith Mary Mostgomery 11''/ Zenith	3/14/23
9. Sue Ramsans 11. 11	3/14/23
10 Alli Paneplua Huntingfar PK	3/14/23
	3/14/23
Trerasalley H.P	

NAME: Signature/Printed	DES MOINES NEIGHBORHOOD:	DATE:
1	Marine Hills	3-30-23
2. Balanteste BARBARA LESTA	Marine Hills	<u>3-30-</u> 23
3 Dedoster	- Murine Hills	4-01-23
MELISSA OLSON	MARANEHIUS	4/1/823
5. MDIPUTO MEGHAN DIFIETED	Marine Hills	4/2/23
6. Joel DICHO VIEL PIRIETED	marihe HILLS	4/2/23
7. DUBLE DIPUTO	marine Hills	4/2/23
DAVID YELLE	Marine Hus	4/2/23
•	Marine Hills	4/2/23
10. Willah	marine his	412/23

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. hu d	MARINA OTSTRICT	 .
Shawn Dailey		2/24/23
2. Margo Bucha	. 11	
margo Budia	No.	2/24/23
3. TURID Q EIDE		7/23-23
4. Janet Vasa		2/23/23
****		,
5. Branda Giden	[[(2/23/23
2161	,1	
6. 700 81	<u> </u>	423/23
		,
7. frey putt		3/24/23
10011	tj	7/2/20
8. July Rolh		2/24/23
di i i i i i i i i i i i i i i i i i i	۲۱-	2/24/23
Y MUSTINETURIS		2/14/13
1 July 1 Al	V(V 1
10. Joan Wartin		2/14/23
.,		
I THE ALLAND	TAKO GTINI TE TAKE	A = ()
LEMBE MEHV	AND SIGN IF INTE	
	₫.	44/11

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Bill Long	North Hill	03-18-23
2. Wathun Happenson	CIntral	3-18-23
3. Natacier Profilmova	Marina	3-18-23
4. <u>Clessica Brown</u>	North Hill	8/18/23
5. Daumbee Brick	s ponu Hill	3/18/23
6. Alexin Hamper	North Hill	3/18/23
7. Rod MATHON	Manina Dist	2-18-23
« Resalene laverai	Le South De Moines	<u>M-18-23</u>
o Grap Slave	Pacific Ridge	3-18-23
10. Murin J.	Pacific Ridge	3-18-23

NAME: Signature/Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. KOLLING OLDA KEHKETH E ON BRIGHT	NORTHICK	3/15/22
2. Caroly Delight	t northfill	3/0/23
3. Raylout LEBO.	Nother !!	3.15-23
1 Thurselfor 5 TEVEN CARISON	NORTH HILL	MAL 15, 2023
5. ARAM CAPLEDN	NORTH HILL	3-15-23
6. Mary 3 Barth GARY ZEBARTH	NURTH HULL	3-16-23
7. Coupe ZeBarth	north Hill	3-16-23
8. Land South	North Hill	3/15/23
9. Jan B. Shim STEVEN BEKKERUS	MORTH HILL	3-17-23
10. Sally Mil. 5A Hy Nie Iso	1541 5 726	3-21-23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
By charaffeelne	North Hill	63/14/23
2. Deborah Treddy	North Hall	3/14/23
3. Jamilia Gilbert	Zenith	3/15/23
4. Clill Robert Foults	Zenith	03/15/2023
5. Charyl Maddus	Marina Dist	3/15/23
Chery Maddux 6 Davidoven Franc Urannel	North Kila	3/15/23
7.MEG NELSEN	North hill	3/15/23
8. Sievva Cricseme v	24700 215 Noines W4 98196	3/15/23
9. Alexander	12425 16m Ave S, Des Moihes	
10.9000	1326 5-23045	3/15/23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. OPUT Alekandra Reyes	Central Des Moines	3 22 23
2. Stephen Att	Central Des Moins	3/2/13
Dafia Abella	South Des Moines	8/22/23
anna Schoen	Central Des Moines	3/25/23
5. QL N, 46 5 CHOON	Central Desitains	3-28-25
6. GIUSEPPE MORECLA	CENTRAL DES MINES	3-25-23
7. Kam Myelle	Central Deg runn	3/25/23
8. Herten	Marina District	3/25/23
9. John D. Bul	- Central Des Moins	<u> 3/25/23</u>
10. That J. A. Grace Gi. Bak	Central Des Moines	3 25 23

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Lish Barslea	- la tral	4/4/23
2. Merilyn Hagberg MARIZYLI HAGBERG		4/4/23
3. Susan Burlee	219 22 St	4/4/23
4. Tenrifer, Lewis	North hill	4/4/23
& Elizabeth Harton	240th	4/4/23
	24118 22 Nd PL	
6. Abol Gortin	45 206-824-7765	4-4-23
7. Each Vasuly	22495 13th Ave S	4/4/23
<i>-</i>	22495 134 AUE S	4/4/23
Jasmine McKenine	2515 S. 219th St.	4/4/23
10. Jennifer Crooks	20901 4th PLS (North H.)	4/4/2023

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
St cus Blow da B! 1	Central District	3 22 23
2. January	Facific Pidose	3/22/23
3. Christoan Everns	Marina Disterct	<u> </u>
4. Danier Eredeld.	North H.M	3123123
5. CAN'TY CURLLY	. Zenith	4/3/23
6.	MARILA DIST	4-3-23
Sydnee Pardee	Zenith	4-3-23
8. TELA ARCED	Zenite	4/3/23
9. Jun Arcro	ZEWITH	4/3/23
10. ERICA JIARER	G <u>ZENITH</u>	4/3/23

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

7 (d)

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

The undersigned residents of the City of Des Moines, Washington, do hereby Petition the Des Moines City Council to permanently set aside and reserve the 'North Parking Lot' of the Des Moines Marina (north of the harbormaster building and west of Dock Ave. South, subject to Quarterdeck lease) for the same uses and purposes as the adjacent Beach Park, which includes, but is not limited to the following: Farmers Market; Waterland activities; Fourth of July activities and fireworks display; parking for the Public Fishing Pier and boaters; for Des Moines Beach Park events and all other permitted uses. This reserved area of the Marina North Parking Lot should be subject to the same laws, ordinances, rules and regulations as the Des Moines Beach Park.

NAME: Signature/Printed 1. Vavan de Villa	DES MOINES NEIGHBORHOOD:	DATE: 2-27-2-3
2 Shore Grow	11	3-5-23
3. Régina Young	. <u> </u>	3-6-23
4. Tender Christian	Central Distart	3/22/23
5.	South District	3-72-73
6. Carol K. Lanon	Marina	3-22-23
7. Peter le	Mavino.	3-22-23
8. Journ LANBUTH	MARINA	3/2/23
9	mannellow Dr S.	3/21/23
10. J. Sinjun	MARINA	3/22/23
	*	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Fiona from Fiona prom	Des moires	3/17
2. Miandabarn Dominal	Des moines	3/11/23
3. Hyga Agy	Central District	3/17/23
Jeffle y yours	Dez Moines	2/1723
5. Catherine Colb	y Normandy PK	3/17/23
•	mauna disting	3/18/23
7. 1852 Tiers 17	D45 MOINTES	3/19/23
8. Eggs Mossy CAROUN MC CHAMAN	- of wowes	3/19/23
Romelo Desil	Des moines	3-19-23
Tegy PAUL	Des Moines	3/19/23

NAME: Signature/ Printed DES MOINES	NEIGHBORHOOD :	DATE:
1. Bill LINSCOTT Mary	a District	3/9/23
2. Compace The	a Do Z.	<u> 27.0 723</u>
3. David Backer MALI David BARHER	un Dist.	3/15/23
4. FUSSell Eller Mar	ina Dist	3/15/23
Rebecca Stapleton Mari	na Dist	3/15/23
6. Cinntrantanday Marin Couintrely Dintap	u dist	3 15 23
7. Wordens Shannor MI DARLENE SHANNON	ARINI DIST	3/15/23
8 Chenter Stone MARINI	OIST.	3/15/23
9. Might My mari	NA Dist.	3/15/23
10. Susan Barbo Susan B. Barber	Marina Dist	3/15/23
Barber		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. John Boster	MARINO DISTRICT	3/15/23
2. Joya Hopk	mouna District	3/16/23
3. DE 161 00	Maxine Distract	3/15/23
Bevery Maris	Maeine District	3/15/25
5. Constance Simpson	Marina District	3/18/23
6. Darlow Sha	mon MARINA DISTRICT	3/19/23
MARISA SPENCER	NORTH HILL	4-8-23
8. Am J/h_ CHAIS SPENCER	NORTH HILL	4/5/23
9. See Plan	des le ves	4/8/23
10. das Jan Adam & Trempsen	Maxima District	418/23
- court of the spect	9	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Angua De B'ase	2510 5.250mp	3/18/23
2. Thing Deares	23712 1371+ P. C#1995 DES WONES WA 98198	3 18 23
3. Lesti - amount		
4. Mba Marque 7	2220 s 234th st Desmoines	3/16/23
	22732 24th Ave 5#0122 Des Moi nes 98198	3/18/23
6, let Jano Tran	Des Moines, WA. 98198	3-18-23
7. <u>BCINI como</u> Betsabel Chicana	20413 STH ave. S Des Momes MA 98198	3/18/23
8. Chir Baran	2200567 HAUE 5 H210	3/18/23
9. allan Bhaughto	Windward.	3/18/23
10. Joanette 27 Jeanette 27 Jone	22315 - 6 save 2000 DM, Wind A LI WA Wind A 98198 306	3/18/23
-	-	

NO MARINA Hotel

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed DES MC	ARINA DISTRICT -	DATE:
	MARINA	3/17/2023
2 Styphanie Krivagni		3/17/2003
3. Mannie abs Man THANNE RAVE		3/19/2023
4. 1 JAMPHRIEUD MARI	NA & Th A VE S	3/19/2023
5. Lid Cashman MAR	NA 764 Ave. S	3/18/2023
		3/18/2023
6. Appl Ma. Ma. Wacquelyn Bokol 7. Ann Der Man Ma.	zina 6th Du S	3/12/1821
Stemple Ands Ma Jennifer Anderson	rina leh Ams	\$19/2023
9. Pranuse (Affred School M Deasyne Offlow Golwards	arina Destick	3-17-2023
10.		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Aick Dong	CENTRAL	3/27/23
2. Jan Kane Jan Kane	Pontral	3/27/23
3. Feli Fickes	Central	3-28-23
4 Taula Joese LUELLA WOESS	Central	3-29-23
5. Keill G. Noen KEITH A. Noen	. Centrol	3-29-73
6. Ronald Hickory	central	3/38/23
1. Shery Martin		3/30/23
8. FR. Pat Spitzer Pat Spitzer	<u>Central</u>	3/30/23
9: al Spitzer	2 Central	3/30/23
10		
		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. John John Kanger	Marina Dictrict	Mar 15,23
2. 11 mes Dustan DONEZ DUNTAN	Marina District	3.15-23
3. The Will Avence	Marina District	3.16.23
4. Jay Ribinson	Maring District	5-16-2-3
5	marina District	5-18-23
Alesia Holon 6. WZN SNIgndo	Zemith Park	4/8/23
7. Justin Salgade	mictory Central.	4/8/23
8. Dr. Gla Mainelly	Maine	4-3-2>
9. Coclyfold Cody Bay	Zenith	4.8.23
10		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Brian D. Taisa	Des Moines	3.11.23
2. BITI WAGNER	Des MoiNeg	3-11-23
3. When Gans	Zenith	3-11-23
4. TENNIS KASPRZYK	THES MOINES	3/11/23
5. Porula	Sunta July	3/11/23
6. Jamje Brown	Des Moines	3/11/23
7/AT SOMMER	ILLE DES MONTS	3/11/23
* Larena Hawn-Som	nerville Des Moines	3/11/23
	Des Moines	3/11/23
10		·

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. Deruse Mohr Denise Mohr	merina district	2/25/2023
2. Clysoth Gra	2443 S219th St, DM	47/23
3. Stor The alenem	NORTH CENTRAL DA	3/8/23
4. Constance Corel		3/8/23
5. D.K. Corala	2(020 12th Az. S.	3/8/23
6. Nove Johnson	11955 216th st apt Elol nes monies wa gelos	3/8/23
7. Joslynn Luidebra Windows	The Regatta Apt	3/8/23
8. Don Muhag	The Regatta APT	3/9/23
9. Ded July	258 + 15 /luc	3/8/23
10		

NAME: Signature/ Printed <u>DES MOINES NEIGHBORHOOD</u> :	DATE:
1. Jana Keane Central District	3/25/2023
2. Laura Harlema North Hill	3/24/23
3. Sharmila Swenson Centered Des Moines.	3/26/23
4. Heill A. Swenian Central District	3/21/23
5. SARATH KOTELANNIA Central Des Moise	3/27/23
6. Marie Lotelawala Central Desmoines	3/27/23
7. Angela Hall Central Per Moires	3 28 23
8. Teresasufshin central Des Mornes	3/28/23
9. Pergiz Sunt Gentral Des Moines	3/21/23
10	
	-

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Patrick Bader Parch Boden	Central DM	3/28/23
2. Sharon Byrd	Central Div	3/3423
3 STOON SEINEL	ME JANEMES	3/30/23
a. Becky By of	D North Hill	3/30/23
5. LAND READS	Central DM	<u>3-31-2</u> 3
6. Octores Bade	0) 4	3-31-23
Manay L. Hadler Manay Hadler		4/1/23
8. Lerita Rodbury	Central DM	4/1/2003
9. Betty Richmond Butty Weekmond	Central DM	4/2/2023
10		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Adina Cher	J. Huntington Park	3/1/23
2.5HIH HOWK ZHK	-	3/11/23
Anna Vande Meer	Des Mornés	3/11/23
4. GEORGE GATTER	NORTH HALL	3/11/23
5. DALL ROBBETSON	<u>Seattle</u>	3/11/23
6. Mily Grand	N. HILL	3/1/23
7. William SM	N. Hill	3/11/23
8. Arielle Zawadsrywist Andh In Wood	N. HAII	3-11-27
9. FRANK MCDOWA	M 21823 14th AVES MODELS	3/11/23
10		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. Mary To Ruffer Doriald	Des Moines	3-18-2 3
2. Benjamin Murray	Des Moines	3-18-23
3. Modelynn Stowe	Des moines	3/19/23
4.WILLiam Brooks	Desmoines	3/18/23
5. Teresu Rice	DesHoines	3-18/23
6. Mary JANIES OF	les revive	3/18.23
7. Shelly Idnostan	to Moines	3.18.23
8. Haily Johnson	Des Mains	3-18-23
o. Molly Part of	DesManes	3-18-23
10		

	NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
	1. Jane & Cowan	Marina District	3-7-2023
	2. Rick Steenelson	1305 5 232 Des Maines	3/7/2021
	Sabrina Mumi	16195.222nd St n Des Moines	3/7/2023
	4. Miselleller Mumm	1619 S. 222nd St Des Moines	3/7/2023
	5.5		
	6. feld S Anh Sah	e Pacific Ridge	3/1/2023
	7. W. Shith	Macron artige	3/7/2+33
2, 2	Manhall & Market	22211 U.A. S	3/1/23
	9. Mari X. Earl	Northill	3/7/23
	10. Marryn Brus Marilyn J. Brus	ch Redondo	3-7-23
	J		

Con Don DE MOINES 3/19/23	-
2. Vincent Al Euroce Mariner Manor 3/19/23	_
3. Aufm Jan Des Moines 3/19/23	-
4. timi Maha Des Moines 3/19/	23
5. James Mahu Des Moines 3/19/2	3
6. Joseph Lenus Des Mornes 3/19/	23
7. Courtney Lenv Des Moises 3-19-2:	3
8. Dawn Hayes Des Moines 3-19-23	
9. DAVIN Hong Desmovilles 3-19-23	-
10	-

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. SHARY FRANKEUR	TER MARINA DISTRICT	3-11-23
2. Kathy Bakkerus	MARINA District	3-11-23
3. Sharon M. Aran	North 4:11	3-11-23
4. Burnis Som	NORTH HIL	3-11-23
5. John Kuglar		03-11-23
6. Mohamed Solah	Pacific Ridge	63/11/23
	Des Mercin Sen	3/11/23
8. Dord Frank	- WOODMONT	3/11/23
9		
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NAME: Signature/ Printed <u>DES MOINES NEIGHBORHOOD</u> :	DAŢE:
1. The state of th	
2. 2 12 12	
3. Thomas in Barnel Zenith	3/20/21
4. Kristie Brane Central Kristie Brane	3-29-23
5. Ag Brane Central	3-29-23
6. KNA Janbasha DOWN TOWN CENTRAL?	3-29-23
7. Baylan Aberita North Hu BARRANA A. Harron	3/29/23
8. Kathleen Solivanoli 1)	4-6-132
9. Melisin James South	4-6-23
10. Smyder Sondre Zenoth	4/6/23
May I Bratton Zenth MARGI BRATTON Zenth	4/6/23
7	

NAME: Signature/ Printed DES MOINES NEIGHBORHOOD:	DATE:
	·
2.	
3. Robert Scarcy Huntington Park West	03/20/2023
4. Mary Scatt Nulugton Park	3/20/2023
Boberta Berge ZENith	3-20-23
5tan Berge ZEvith Stan Berge	3-20-23
7. GNOD MUSTAY Zan. 45 FALVY WAY	3-20-23
8. Michele Locherch North Hill	<u> 3-21-23</u>
a Steven S. Sisson Zonith	<u> 3-23-23</u>
10. Ken Harry Zenith	<u> </u>
Karen Haywes	

Wesley Residents live in CENTRAL DES MOINES NEIGHBORHOOD

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/-Printed	DES MOINES NEIGHBORHOOD:	DATE:
Drug Kelister Nahay Robe	Ten Central Dos Moines	2/23/23
2. Marle Ormanon Maple E DAMERON	CENTRAL DES Moings	2/73/23
Carlot L. 5700	a wantes Bu Moire	5 2/23/23
4. Sharon Byrd	D Central Dos Moines	2/23/23
5. KANOSINE.	Central Des moins	2.23.23
6. mehselpman	Central Des Moines	2-23-23
7. Por Dornga	ide Wal Des Motins	2/23/23
8. Volma Buduron Velma Buduron	the Contral Des Mrice	2/22/23
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Leavel Barton Sean ette Barton	Wesley En Moines central	3/24/23
2. Weloves McIn	tosh (Desley Wes Moisses	3/24/23
DECORES WICTATOGH	Central	3/2423
Bodile SCHNELDER	Wesley Schneider Central	
c_1 A	Wester Des Moires Wesley Des Mouris	3/24/23
Shering Charles Shering Charles Shering Charles 5 Lean Charles	Wester DesMollies	3/24/23
/Jean cherly	Celitral	,
6. Alyce Pearson Arlyce Pearson	Vesley, Des Morris	3/24/18
7. Borbar AS rowy	central Desmoins	3/25/23
BARBARK SAWY	ER	,
8	central	
9. Greta Moulish	Wesley Deg Moineg	4/3/23
10		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. Hrthw Egger	Wes Mones	5/11/23
2. Benard W. Barker	a De Momer View Estates	3/17/23
^	DesMernes View Estates	3/17/23
4. Dans Bassett	North HILL	3/21/23
5. Carla Cenanunt	PasMoines	4/8/23
6. N. A. J.	Des Moines	4/8/63
7. Mary Engen	Des Moines	4/8/23
8		
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
z Leilani Schuh Leilani Schuh	915 90216th Wesley Des Moine	March 29/23
2 Wilen Slye ARLENE SLYE		3-30-23
3. Mandy Achell Wendy Scholl	11 11 11 11 1/36	3/30/2023
a. Dove Wesley	1 124	3/30/2023
5. Carol Ouke	6 K	3/30/23
6. Volma Budwath	" Wesley Des Maine	3/3//23
1. Fonda Bagleip Linda Gradey	Wesley Des Roines 101	3/31/23
8	- 	
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NAME: Signature/ Printed Name Simolulus in	DES MOINES NEIGHBORHOOD:	<u>DATE:</u> 3/8/2035
NORMA IT. FINESTERBUSCH Zind Finstorbusch	zenith	3-8-23
3D Lingtworth D. First rousch	Zenith	3-15-23
4. Joffery M Blount	Laudmac IV	04-04-2023
	- SOUTH DES MOINES	4-5-23
	So. Des Moines	4-11-23
7		
8		
9		
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1 Raberta E. Fallis Roberta E Follis	Cent RAL	3/25/23
2. Ewdyn Solls)1	3-26-23
EVELYN SOROS 3. Mue Inte	11	3-29-23
ALICE Frayle	, (c	
4. Mary (Ilbarn MARYOULIBARRI		3-29-23
55Me get Story		3-31-23
6.C. Robert Chase	- <u>l</u> /	3-31-23
7		
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		そ、から.
NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
That Medilarling	22237 16th Ave. S.	3/14/23
2. Stanton frage	25705 19th Ave South	3/21/23
Stanky Flognic	×	
3. Robor Martind	336 % 18302	3.22.23
Danhare Markeold	36 80 183 Pd ST	3-22-23
5 DW B. Chitch	201111 154 PL. Su	3/24/23
Och B. Christophy		
6. Jh East	27221 10th St.	4-/-25
7.		
8		
9	· · · · · · · · · · · · · · · · · · ·	
· · · · · · · · · · · · · · · · · · ·		,
10:	2.4	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Sunda Hagin	North Hill	3/1/23
2 deline Hegyno	North Hill	3/2/23
Denise Hagins 3. Josephan Jonathan Shephen	North Hill	3/12/23
4. CR Higgson 4. Charles Hagens	NorthHill	
Charles Hageins 5. Nagnet Tessami and	Norm Hill	3/22/28 3/26/23
6.		
7		
8		
9		
10		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Joanna Wotster	central	3-25-23
2. Artis Elsa la		
Annun B Knallow	11	3-27-203
Alice F Kimsay	11	<u> </u>
Victor H. Kimsey 5. Kerry Lohr	[1	.03.28.2023
Kerry Lohr 6.	l i	
7	11	
8		
9	11	
10	11	

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Folean Selch	2 Des Moures	3/13/23
2. The AMSBURY	Des MoiNES	3/13/23
3. KAREN BIES, PORTE	DES ADINES	3/13/2
4. Ju Jan	Joe Garman	3-13-23
5 Dolly Harry	Das MaiNas	3-13-23
6		
7		
8		
9		
10		

<u>NAME</u> : Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1.Vonda Rerry-Jackson	Central	3/28/23
2. Melooly Gott	woodmost	
3. Shelly Arch Shelly Arch	North Hill	3/28/23 3/28/23
4. College Jacobson	Central	3/28/23
5		
6		
/		
8		
9		
10		

NAME: Signature/Printed 1. Roberta Schroe	der Central	<u>DATE:</u> 2/23
2. Barban Skoda	Central	2/23
3. Allogun R. Shoid	Entral	2/23
4		
5		
6		
7		
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		•

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

An Dos Mornes

	DES MOINES NEIGHBORHOOD:	<u>DATE:</u>
1. Tim GONZALEZ	- Nortafill	3-18-23
2. NOLAN THOMAS	- Redisedo	3-18-2
3. LINA THOMAS		
4		
5		
6		· .
7		
8		
9		
10		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Nancy Corr	Central	3-37-23
2. Gacobs. Radin	Central	8-27.23
3. Carol Mohler CAROL MOHLER	CENTRAL	<u>3-29-23</u>
4		
5	· · · · · · · · · · · · · · · · · · ·	
6		
7	· ·	.
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	DES MOINES NEIGHBORHOOD:	DATE:
1. Mancy Hawkins Nancy Hawkins	Central	<u>Mar. 13 '</u> 2023
2. Cher Halto Cheffeld	Marina	Mar 13 2023
3. Milan mila HAUS	MARINA	4/13/23
4	· · · · · · · · · · · · · · · · · · ·	
5	·	
6		
7		
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9		.
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Camilla D'Lear	y De Moines	3 30 2
2. Joseph Ed)	Leavy Des Moines	3/3/23
3		
4		
5		
6		
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10	· · · · · · · · · · · · · · · · · · ·	

The undersigned residents of the City of Des Moines, Washington, do hereby Petition the Des Moines City Council to permanently set aside and reserve the 'North Parking Lot' of the Des Moines Marina (north of the harbormaster building and west of Dock Ave. South, subject to Quarterdeck lease) for the same uses and purposes as the adjacent Beach Park, which includes, but is not limited to the following: Farmers Market; Waterland activities; Fourth of July activities and fireworks display; parking for the Public Fishing Pier and boaters; for Des Moines Beach Park events and all other permitted uses. This reserved area of the Marina North Parking Lot should be subject to the same laws, ordinances, rules and regulations as the Des Moines Beach Park.

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Bot Chrose	Cantral	2/23/2
Jaurene Mariner	Central Central	2/23/23
3		
4		
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3

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Molly Cone Muly Cone	8155.216 St, Wesley Homes	April 1, 2023
2. Asan Kenner	DENTRAL DM.	<u> apr. 5. 2023</u>
3		
4		
5	· · · · · · · · · · · · · · · · · · ·	
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Heid: Mendield	Waterford of Dy Maines Condo	3/24/2023
2. Michael merifield	waterford	3/25/25
3. ROD HANSON	WATERFARDE DES MOINES	3/25/2023
4. Carmala Querra	Waterfred / Do Wo CHES.	3/25/2023
5. Wes Ansocion	Waterfal / Nes Moon	3/25/260
6. Mayler Anseson	Waler for Isle Morre	3/25/2022
7. Kithlen Hanson	Waterford Des Moines	3/26/2023
8. Sally Erland Smy TERBANA	Waterford / Des Mines	3/27/2023
5. E heral Willer Chenyl Miller	Waterford - Des Moines	3-29-23
10. Joons Glub KWOVL	Motherford / Des Morns.	3/2/123
·		

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Mugan Stuller	Zinith	3/30/2023
2. Ruff Earling Roth Easter Like	Zenith	3/3/2023
3 Shino Dell Adriance Dahl	Zenith	3/31/200
4. Denne Jones Jones Jon	Zanith	4/4/23
	Marina District	5/1/23
6	·	
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Desiray Railey	Waterford	3/26/23
2. Victi Queno	Waterfood	3/26/23
3. Chald Harper	Waterford	3/30/23
A Mosking Ander	1 Waterford	4/2/23
5. Dalan Mas- BARRAPA MASRI	watefore	4/1/12
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Drawn & Ludwick	21833 71H AVE. S # 14 DES MOIRES WA. 98198	4/11/23
2. Piched Rye	1601 SZZZJ ST Desmolves WA9898	1/-1/-23
3. Stacy RyT	Des Moines, wa 90190	4-11-23
	cliff Apt	4-14-23
5. Joblie ROTOR NAME FUTER	98198	4-14-23
6		
7		
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to		

Xn

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. DAVID H AWDURE	22515 63 Ave 5 4405	
	225,5 6th Ave-5. 405	<u>3/27/2</u> 3
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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:
1. Prohot Adam	april 22515649 Ave 5.	3-37-23 MASSONY
		
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A:L,	
NAME: Signature/ Printed DES-MOINES NEIGHBORHOOD:	DATE:
1. Kathy Lusher 98118 98198	3/1/2023
2. Liz Vernon Dm	3 25 23
3. Trevor la Rome Mum	3/25/23
Mullion Binen	<u> 3 25 23</u>
Michelli Benson 5. Stefan Dickary Normandy Parell	3/25/27
6. Celeste Dickasan Normandy Park	3/25/23
Darry Everette Normandy Park	3-25-23
8. Henry Wester Kett WA	3/25/2023
	3/25/2023
9. Mikell Everotle Normandy Park	7 10 20
10. Karen Janes Seas Me	3-26-2023

t diking tot should be subject.	1:1-	
NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Ufl Michael Krisel	Normany Purk	
2. Malindakning	NORMANDI PARC	
3 Farber Leuh	Nomandy Pork	3-31-23
4. THEAM POR	& Normand Park	04-1-23
5. Marsha Baldund Massle Belle	Normandy Park	4-1-23
6. Greag Battund	Normandy Pork	4.1-23
Lishen In Pan	of Normany PARK	4.1.23
8. Christian Por Chtol	d Burien	4-2-23
9. Judith Bardas	Burien	4-2-73
10. Carol Mitchell	Normandy Part	4-2-23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

	City/wea	
NAME: Signature/ Printed	DESTRICINES NEIGHBORHOOD:	DATE:
1. Liz Quitiquit	Normandy Park	3/16/23
RICHARD COUPER	NORMANDY Park	3-21/23
3. Robbelen	normandy Puts	3/21/23
4. Su Course	Normany Park	3/21/23
Jayne Schlorse	Normany Pk.	3/24/23
6. Juna Limely	Burien	3/24/23
7. GAGO OVERM	Wound fork	
8. an Hu	Normandy Park	5-24-23
9. Man Terkyul	- Burien	3/24/23
109/1	Scatac	3/25/23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

Non Resident

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1 K. R. Frannie Koston	Sentae	<u>3/17/23</u>
2. MK Nico Kosten	Seatae	3/17/23
3. Pine Depunan	. Federal way	7/17/23
4. Astald Maure Natare Maurer	K Normandy Park	3/17/23
JOHN SHORT	Wormandy PARK	3/17/23
6. Oleg Nikolaishur	K TukwiLa	3/17/23
7. ANNA FIRISTEV	Tukwila	3/17/23
8. GAWSCHMAHZ	-federal way	3-17-23
9. AniTA THOMAS	- Drug rake	3-17-23
10.	Scott Sather Binen	3-17-23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE NON Resident

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. James Baps	Sonne	3/11/23
2. fint FUT	BURIEN	3/17/23
3 Succross Susan cross	& Cenherr	3/11/23
4. Mesley Cross	AUBURN	3/17/23
5.00	Rium	3/11/23
Kaly (nels) MON MATTER	5 PUT INE	3/17/15
7.01ha Mandzy	ik Tacoma	3/17/23
8. Joy Thou	- 6x/ahoma	3/17/23
9. Alyssa Hasik	Tacoma	3/17/23
10. Harry Kyrman CARRY KUMM	Blooming 10, NE	3/17/23

PRESERVE THE MARINA NORTH PARKING LOT, AS A PUBLIC OPEN SPACE

NON Resident

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Donali Padin	Portland	3/17/23
7. Shands	MornandyPark	3-17-23
3. Sa Charl	Normandy Park	3-17-23
4. Adam Rogers	Kent	3-17-23
5. Kya Wilson	<u>kent</u>	3-17-23
6. Cenia German	Federal Way	mar 17, 23
7. Kyn Cheny	Penten	Mer 17,23
8. Janu Hay	Noemandy Park	3-18-23
9/3m/2000	Normande Park	3-18-23
10. Natalya Braz	Acebern	3-18-23
	/	

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE NON $\mathcal{N} \in \mathbb{S} \cap \mathbb{Z} \cap \mathbb{T}$

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Soft Drew Self Aun	Federal Way	3/18/23
2. Jennifer Jonis	- West Scatte	<u> 31111)3</u>
3. Kris Bird	Buckly	3/10/23
4. Dynes Mener	Kent	3/18/23
5. Brianna Clark	Edgewood	3/18/23
Day In benda	Icont	3/18/23
7. Stacie Latine	Burren	3/18/03
8. Lesla-hoas, vrd	Normandy Park	8/18/03
9. Michae Foster	Cañon C.ty, CD	3118/23
10. Patricia Mayer	Federal Wy	3/18/23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

Non Resident

NAME: Signature/ Printed DES MOINES NEIGHBORHOOD:	DATE:
1. Mess Poldandere Covington	03-18-2023
Lane Young Federal Way	3, 18. 23.
3. James Pirk External ung	3.18.23
4. Endwalney	3.18-23
5. Drald Kuburn WILLIAM BALITON	3-14-23
6:MR andre Vernon Hills #1.	3-18-23
7. mintakahi frat, UH	3/18/23
8. Yrica John Seatac	3/18/23
9. Janna Robbins Kent	3/18/23
10. Linda Ramos Federal way	3/18/23
(Xellin Justin)	

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Maries A. Lucero	federal way	3-18-23
2 SANET PHILLIPS	AYBYRN	3-18-23
3. Jacob Helvix	Federal Way	3/18-23
4 Wich Soly	kent	3/15/23
5. Sarah Hunter	Renton	3/18/23
6. CARSON BOOK	SEATTLE	3/18/23
7. Ray PLECHAR	Tederal WAS	3/18/28
	FEDGENC WAY	3/18/23
9. D. Dabott	Steilasoon WA	3/18/23
10. Jum B	Burien, w9	3/18/23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

	NAME: Signature/ Printed DES MOINES NEIGHBORHOOD:	DATE:
	1. Claire Naon Des Moinus	3/18/23
	2. Bulan Nesh Des Maines	3/14/23
	3. Michelle Nasu Des moines	3/18/23
Q	4. Osboral Samulus N. J	3/18/53
	5. Candree faut Kent	3 18 23
-	6. Svitlana Virdar Auburn	3/18/23
	7. Katie Zeitler Kont	3/18/23
	8. Fenire Zeille Kont	3/18/23
	9. David Johnston Oca Monis	3/18/23
	10. Olivia McKie Enumson	3/13/23

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NAME: Signature/ Printed DES MOINES NEIGHBORHOOD:	DATE:	
1. HIROKO LYSCHIKO TUKNILA	3/9/2023	
2. Volodymyt Lyseaks Tuuwila	3/19/2023	
3. Robin Hernandez Tacomor WA	3/19/23	
4. Daniel Claures Kirkland WA.	3/19/23	
5.Struy Clements Kirkland WA	3-19-23	
6. Sue Lorge Lort Wis	3-19-23	
1. Orgal Sullivan, Burien, WA	3-19-23	
8. Michele Jaklebarges Burien, OA	3-19-23	
. Hartey Crefth Federal Way	3-19-23	
10. Brady 1kmm Federal Way	3-19-23	

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Waterland activities; Fourth of	July activities and fireworks display; parking fo	r the Public Fishing Pier and	
boaters; for Des Moines Beach	Park events and all other permitted uses. This	reserved area of the Marina North	
Parking Lot snould be subject to	o the same laws, ordinances, rules and regulation	ons as the Des Moines Beach Park.	
1			
NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:	
, (Th)	YOU-PRIDENT	alialas	
THOMAS W HANSON	HOH-REXDEN	<u> 3/19/23</u>	
VIA Pa	21 12 12 14 POT	·	
2	Sea Tac, INA	3/19123	
Luxe Alexander			
3. Laura Stogsdill	ARIZMA	3.19.23	
3. July Stopping		01129	
01/11/	1 0		
4. //wy (1/0)	Mar- RSI dent	3/19/03	
- 1.0.	Redondo	27/100	
5.	<u>redorao</u>	03/19/23	
11 Car		· / /	
6. Mont	REPONDO	03/19/23	
KOVIN GOME			
Min Andrea	Federal Way	07/14/27	
7. // Wint 10 thank	Federal Way	0.3/19/23	
Jaima Arteago	· · · · · · · · · · · · · · · · · · ·	1 1	
8. M	Federal when	03/19/23	
natalie 1.		0411120	
Missi	Edon I lan		
9. 110/172	tederal Wacy	<u>3/19/2</u> 3	
- 'Y /31 "			
10.	Seciac	3/19/23	
Jagdle Sidh	u		

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Kay Doyle	Normanly Park	3-19-23
CARMAN A. FUOCO		3/19/23
2. Dorothy O: Fate	o Longriew, WA	3/19/23
Panola Firth	Progu Lahr	$\frac{3/19/2}{5}$
5. StenEx JOHNSON	Seattle	3/19/23
6. Cer M Aliea Nenell	Des Moines 98198	3/19/23
7. Grallon Eus Mangone	Sattle	3/19/23
8. Roy Marin	Seattle	3/19/23
9. Anc litchon	Almany Part	3/11/23
10. Mary Hanson	Shelton WA	3/19/23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE NON Resident

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	<u>DATE</u> I
1 Kathense Cudney Sattern Cudn	DURIEN	3/19/23
2. CAPRIE GERACHT	Normanny DARK	3/19/2-2
3. Chellen Genghty	Namoundy Park	3/19/23
4. Telle Bunch	/ .	3/14/ <u>93</u>
5. Nadija Rysin	Ruburn	3/19/23
6. AAAA Susana Me	Kenfr	3/19/23
7. 17. Fitz	Restm	3/19/23
8. Sterwistard heb	Aubuzn	3/19/23
9. Kathy Linnell Kathy Linnell	Federal Way	3-19-23
10. Sababten Cisner	. Burien	3-19-23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NON Resident

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Laura Deathyr Laura Deathar	Covington, WA	3/19/23
2. Many Paris	Auburn, WA	3/19/23
3. Staar Hynen	Seattle, WA	3/19/23
4 Chiff Canthat	Hant, WA	3/14/23
5. XAVIER CARDENAS	Rapper	3/19/23
Michael J. Killer	- west Seattle	3/19/23
7. ILYMA CHTZHOW	4 WORMANDY PARK	3/19/2023
8. Jennike Dames	tawne	3/19/2023
9. Numa Jen		3/14/23
10. Wayne	~ SEATAC	3/19-23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

Non Resident

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. auahr Alia Near	Auburn	3-17-23
2. Willand and Wyate on Home	Auburn	3/17/23
3. Kam too	Olympia	3/17/23
4. Zelola Roxall Zelda S Joyacı	Death	3/18/23
5. Melody Edvard	por Duot hos	3/00
6. Daniela Jufman	Federal Way	<u>3/18/23</u>
7. Collin Tatman	Federal Way	3/18/23
8.	Euderal way	38/18/23
9. Awarth		
10. Aaron Cheng	Kent	3/18/23

PRESERVE THE MARINA-NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Morea Warters	3000 Aulaun, WA	3/18/2003
Matching Horndesholl.s	Federal Way with	3/18/2023
3 Description 13	Gederal way	3/18/2023
4. Vita Sujathowby	Federal UAY.	3/18/2023
5. James de Jaros LAWRENCE A. JOH		3/18/2023
6. Gulg Sulvo	Hormandy Park Federal Why	3-18-23
7. DON W POWELL	Federal WAY	3-18-23
8. La Pomele	Fed Way	3/18/23
9. LIGHT CH S VALERIN YAKUBETS	AUBURN	3-18.23
ANGERIN YARUBETS MALERIN YARUBETS ANGELIA JARTER	Varnad / Pord	7/18/27
/11/1004/12011611	,	,

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NON RESIDENT

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Kelly Battelle	Normandy Park	3/18/23
2. Melize denkny Melizse Jonars	Federal way, WA	March 18202
3. The Sankins	Federal, Way, War	18, Mars h 2023
4. Eli Bobinson	Senffle	3(18/23
5. Clint Beyson Barbara Benson	bottand	3/18/23
6. Miccah Leatualii	Auburn	3/18/23
7. We lumie	West Sentle	3)18/23
	Nubun	3/18/2}
9. Emily Garcia	Alburn	3/18/23
10. Train Styrv	Auburn	3/18/23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NON RESIDENT

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. CEOFF STARR	DES MONTES AUBURN	3-18-23
Zen kh	Seator	3-18-23
3. July 1	Statul	3/18/23
4. [NAScate no	Covington	3/18/23
5. Emera Godboll- 2- DAN	Sandpoint ED	3/18/23
6. Allison Mechan	Sangant, ID	3/18/23
7. Victoria Hall	Dallas, Tx/Rugallup	03/17/2023
8. Maya Mata magamata	Burien	03/18/2023
9. Olivis Starr ALEXIS STARR	Auburn	03/18/23
10. Janden Hall	Auburn	1-18-23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1 Myant	JEANT COVINSTON	3/18/2
2.	AN)	3/18/23
3. Mar Shyta	w los us	3/11/23
4. Sergey Pashkor	LENT, WA	<u>43118123</u>
5. Kris Kirkkpapa	Seattle Wa	3-18-23
Agran McCovi	Gig harbor	3/18/23
7. M	GEG Hander	03/14/23
Notati H. 8. Laya given	- TUKurler	3/18/3
9. JAPIRA Simenez	KINGSTAN	3/18/23
30 Cm Balo	Seatur	3/18/23

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Leslig Hass	Rilea I ID	320/23
2. Metule LORI D. Govini	Edgeword, Wa	第4/3/23
3. Hound 1 mg	BURIEN	4/3/23
4. Sugar Ker Sugar Nyt	Burin	4/3/23
5. Garew E. Yohew	normandy Park	04/03/23
6. Janon Yokers	Namandy Park	04/03/23
7. hughy :	Ostring WA	04/05/23
8. Jantha frim	ONTH-WH	ey Haril 2023
	And Federal Way Mack You Wik	4/04/2023
10. Mark Van V	Was Mack You Wak	4-4-23

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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD :	DATE:	
1. CINDY TO GARRETT.	Kent WA	3/02/23	
2 Charles Spence	& Kent WA	3.22.2 3	
3. Chising Barn - Simon Uni Bours - Se	B Boulder CO	3/22/23	
Junes Cl. Chord	Lake Tays wif	<u>3/3923</u>	
5. Infant Carrier	Normandy Park, WA	4/3/2023	
6.860 MPV STEVEN DARRETT	OLEVEHURST CA 95961	4/1/2023	
7. Jail Banett Gayle Parrett	Glivehurst CA 95961	4/3/2013	
8. Annalalle Bary H	olivehurst CA 9596/	4/3/2023	
9. Dahl My	Seafac	4/3/2023	
11 10 511			

7/3/2023

non Resident

CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
Karen Janashang	Vodun WA	3/20/2023
2. Kari Priest	Bunney LK, WA	3/20/2023
3. Rick Priest	BURREY LK, WA	3/20/2023
4. R. Froelich-Ushy R. Froelich-Usky	Aubum WA	3/20/2023
5. Song a. Usky Gary A. Usky	Auburn WA	3/20/2003
6. Caral Staling	Federal Way, WA	3/20/2023
James Langton	Federal Way , WA	3/2003
8. MARREN LAMISTO	A FENERAL WAY, WA	3/22/2023
9. P(: G) BR	Spokpne Wa	3/22/2023
10. Jun Jull Throng Thach	Lent, WA	3/22/23

NAME: Signature/ Printed	DESMOINES NEIGHBORHOOD:	DATE:
1 (Fernasan	Star Lake	3/15/23
2. David Copeland	Norm, Park	3/15/23
3. Chianna Chim	Rewlon	3/1/23
4. Ordera Pegal	Renton.	3/15/23
5. Alson A Ocht	Covingtor	3/15/23
6. Lois Rubrel Pener	Anton	3/16/27
7. Jours linky he		1/14/23
8. Main Bran	BELLEVUE, WA	3/16/23
Splill	KENT, WA	03/16/2023
10.	Kent, WA	03/16/2023

/ /	VUN NEDICEBIL	
NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Tiffan Artmy	P N/M	3/19/23
2. May L Michael Assim	N/A	3/19/2_3
3. RON SLEF	N H	3-22-23
4. Jereny Woodbed		3/22/23
5 January	- M/X	3/22/23
6. (Alor Beisly	N/A	3/22/23
7. OB AMANDABLICKNER	KOUT NO	3/22/23
8. Bill Maier	BURIEN	3-27-23
5. Madalyn DeSwet	- Vent	3(27/23
10. Grant Steve El	ven Sealle	3-22-23
		

PRESERVE THE MARINA NORTH PARKING LOT AŞ A PUBLIC OPEN SPACE

The undersigned residents of the City of Des Moines, Washington, do hereby Petition the Des Moines City Council to permanently set aside and reserve the 'North Parking Lot' of the Des Moines Marina (north of the

harbormaster building and west of Dock Ave. South, subject to Quarterdeck lease) for the same uses and purposes as the adjacent Beach Park, which includes, but is not limited to the following: Farmers Market; Waterland activities; Fourth of July activities and fireworks display; parking for the Public Fishing Pier and boaters; for Des Moines Beach Park events and all other permitted uses. This reserved area of the Marina North Parking Lot should be subject to the same laws, ordinances, rules and regulations as the Des Moines Beach Park.		
NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. CEFERTO O DECADEY	25300 LAKE FEDDING BD (301	3-22-23
2.	North Hill	3 55 53
3. Roy Mrc/ Rondon Aprincan	- GHATIVE	3/22/23
, 4 DWARZE	Seatae	3/22/23
5. Chalan	farkent.	3/22/23
6. EVEITYN BLANDO	Federal Way	3/22/23
7. Wester Farm	_ Keat	3-22-23
8. Quity Jauxyer	Kirkland	<u>3/-22-23</u>
9. Laura Sheaver	Normand Park	3/22/23
10. Phul & 300	DeAndra Hass	3/22/23

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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Brian Horns	Ken 7	3/24/23
2. Alvin Esteban	Amburn	<u> 3/ 4/23</u>
3. Charise Ma total	a Aubur	4/4/23
4. Groban Taganas	Anburn	4/4/23
5. Unde Yought	federal way	4-4-28
6. 20/N/21/21/	Seall	4/6/23
7. a Volyh Croo	Columba MD	4/4/23
Harris Bule		
Liku Valor	PUYALUP	04-04-25
10. Jone Koto	JANE KUTA	4-4-23

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NAME: Signature/ Printed	DES MOINES NEIGHBORHOOD:	DATE:
1. Quadalepe 1.	Lton +	3/14/23
2. Novior O Miles	OCEAN SHOPES	2/14/23
3. William	halls des Moines	3/4/23
1	THEOMA.	3/14/23
5.E. CASAYURAN	KENT	3/14-23
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7		
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9		
10		

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CITIZEN PETITION TO THE DES MOINES CITY COUNCIL

PRESERVE THE MARINA NORTH PARKING LOT AS A PUBLIC OPEN SPACE

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