

AGENDA

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

COMMENTS FROM THE PUBLIC

CITY MANAGER REPORT

CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

Motion 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 Payments	#8170-8285	\$ 547,645.06
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

Motion 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

Motion 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

Motion 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

Motion 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.

[2023 Passenger Ferry Pilot Implementation](#)

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

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

Motion 2 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.

[Draft Ordinance 23-024, relating to controlled substances and drug use in public places](#)

NEW BUSINESS

- Item 1. HOUSING ACTION PLAN
Staff Presentation by Community Development Denise Lathrop

[Housing Action Plan](#)

- Item 2. 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

**CITY OF DES MOINES
Voucher Certification Approval**

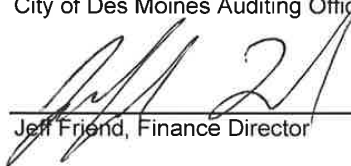
May 4, 2023

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 Officer:



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		19667	19671	4,035.87
Direct Deposit	4/20/2023	5076	5265	472,376.38
Total Paychecks & Direct Deposits				476,412.25
Total checks and wires for A/P & Payroll				4,038,999.50

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

Motion 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

Motion 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

Motion 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.

Regular Meeting Minutes
April 13, 2023

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

Regular Meeting Minutes
April 13, 2023

Motion 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 Payments	#8007-8169	\$ 975,282.64
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
Motion 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
Motion is to approve the Proclamation recognizing May 7-13, 2023 as Affordable Housing Week.
- Item 5: ARTS COMMISSION APPOINTMENT
Motion 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
Motion 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
Motion 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.

Regular Meeting Minutes
April 13, 2023

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

Motion 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.

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

Amended Motion 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.

Regular Meeting Minutes
April 13, 2023

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

Motion 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.

Regular Meeting Minutes
April 13, 2023

Motion 2 made by Councilmember Jeremy Nutting to enact Draft Ordinance No. 23-021 adopting findings of the fact 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

Motion 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

Motion 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.

Regular Meeting Minutes
April 13, 2023

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

Motion 1 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.

Motion 2 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

Regular Meeting Minutes
April 13, 2023

(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

Regular Meeting Minutes
April 13, 2023

- Transportation Committee Meeting
- Mayors Article in City Currents Magazine

NEXT MEETING DATE

May 04, 2023 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Vic Pennington to adjourn; seconded by Councilmember Jeremy Nutting.
Motion passed 7-0.

The meeting adjourned at 8:28 p.m.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2023 Des Moines Farmers Market Agreement

FOR AGENDA OF: May 4, 2023

DEPT. OF ORIGIN: Events and Facilities

ATTACHMENTS:

DATE SUBMITTED: April 27, 2023

- 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 _____
 - Finance [Signature]
 - Human Resources _____
 - Legal /s/TG
 - Marina [Signature]
 - Police _____
 - Parks, Recreation & Senior Services /s/KE
 - Public Works [Signature]

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

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

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) **Parking.** 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 arranged no later than 12:00pm the Friday before every Saturday Market.

(4) **Independent Accounting.** 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) **Duration of Agreement.** The term of this Agreement shall be for one (1) year upon final execution of this Agreement.

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

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

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

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

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

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

CITY OF DES MOINES

**DES MOINES 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.

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.*

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 or 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	Wootton 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 incense. 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

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**



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 difference 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

A G E N D A I T E M

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:

- City Clerk *JK*
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal _____
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

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."

Background

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

City of Des Moines

CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



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 4th day of May, 2023

Matt Mahoney, Mayor

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Hazard Waste Management Program –
Grant Agreement

FOR AGENDA OF: May 4, 2023

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: April 27, 2023

ATTACHMENTS:

1. Seattle & King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) 2023 - 2024 Grant No. HW1009

CLEARANCES:

- City Clerk _____
- Community Development DEL
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- 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


1. 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.
2. 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.

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.

 Hazardous Waste Management Program GOVERNMENTS WORKING TOGETHER FOR A HEALTHIER AND CLEANER KING COUNTY		GRANT AGREEMENT	
<p>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).</p>			
RECIPIENT NAME			
City of Des Moines			
RECIPIENT ADDRESS			
21630 11th Avenue S., Suite D Des Moines, WA 98198			
RECIPIENT CONTACT & EMAIL ADDRESS			
Laura Techico ltechico@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.

Agreement No. HW1009

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:

City of Des Moines

King County

BY _____
Michael Matthias, City Manager
City of Des Moines

BY _____
Josh Baldi, Director
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

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:

<u>Type of Material</u>	<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
 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

ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING

King County Accounts Payable Information	
Purchase Order #	_____
Supplier Name	City of Des Moines
Supplier #	1270
Supplier Pay Site	DES MOINES
Remit to Address	21630 11th Avenue S., Suite D Des Moines, WA 98198
Invoice Date	_____
Invoice #	_____
Amount to be Paid	_____
Requisitioner name/phone Kristin Painter 206-477-5470	

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

Start Date	End Date
MM/DD/YY	MM/DD/YY

Project	Organization	Expend Acct	Task	CPA	Amount
1114016	860000	53105	001		

Please do not enter values in shaded cells. Enter "Previously Billed" and "Current" values only.

Expenditure Item	2023-24 Budget	Previously Billed	Current	Cumulative	Balance
HHW Task 1	\$28,761.49	\$0.00	\$0.00	\$0.00	\$28,761.49
Total	\$28,761.49	\$0.00	\$0.00	\$0.00	\$28,761.49

Materials and quantities collected:

Gallons of motor oil	
Number of motor oil filters	
Gallons of mixed fuel	
Gallons of antifreeze	
Pounds of lead acid batteries	
Pounds of dry batteries	
Number of CFC appliances	
Number of fluorescent bulbs	
Other (please specify)	

Collection or education event details:

Number of events	
No. of participants at collection events	
No. of participants at education events	

I, the undersigned, do hereby certify under the laws of the State of Washington penalty of perjury, that this is a true and correct claim for reimbursement services rendered. I understand that any false claims, statements, documents, or concealment of material fact may be prosecuted under applicable Federal and State laws. This certification includes any attachments which serve as supporting documentation to this reimbursement request.

 Recipient Signed Date

 Haz Waste Program Authorization / Approval Date

 Print Name

INVOICE DETAIL

Salaries & Wages- List by Employee	Hours	Rate of Pay/ Hr	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	Base	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Consultant Costs- Itemize by consultant below	Unit of measure	Rate	Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Supplies- Please detail below			Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Travel			Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
In State Travel	Total # of Miles	Rate					
Out of State Travel	# of People	Rate					
Per Diem and Lodging	# of People	# of Units	Unit Cost				
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Other Costs- Please detail below			Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Overhead Costs- Please detail below			Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
			\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal			\$ -	\$ -	\$ -	\$ -	\$ -
Direct Costs Total			Budget	Previously Billed	Current Expenditure	Cumulative (Previous + Current)	Balance (Budget less Cumulative)
			\$ -	\$ -	\$ -	\$ -	\$ -
Grand Total			\$ -	\$ -	\$ -	\$ -	\$ -

Notes regarding this Invoice



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, stop-gap 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,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Bonnie Wilkins
Laura Techico



P.O. Box 88030
Tukwila, WA 98138
Phone: 206-575-6046
Fax: 206-575-7426
www.wciapool.org

2/17/2023

Ref#: 14462

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,

A handwritten signature in black ink, appearing to read "Rob Roscoe".

Rob Roscoe
Deputy Director

cc: Bonnie Wilkins
Laura Techico

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

1. Operating Agreement with PROPSF
2. Consulting Agreement with Maritime Consulting Partners
3. 2023 Revenue Estimate

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance *MZ*
- Human Resources _____
- Legal */s/TG*
- Marina *SW*
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

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.

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
<u>Revenue (Farebox Recovery):</u>	<u>(\$287,000)</u>
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.

Attachment #1

VESSEL OPERATING AGREEMENT

Between

City of Des Moines

and

PROPSF

March 7, 2023

Table of Contents

1. Definitions	2
2. Commencement and Appointment	3
3. Term of Agreement	3
4. Authority of Operator	3
5. Vessel and Systems Management	3
6. Crew Management	4
7. Management of Routine Maintenance and Repair	5
8. Management of Major Repairs and Capital Projects	5
9. Insurance Arrangements	5
10. Mutual Indemnifications	5
11. Operator's Obligations	5
12. Owner's Obligations	6
13. Income Collected and Expenses Paid on Behalf of Owner	6
14. Mobilization and Demobilization Expenses	6
15. Operating Fee and Operating Expenses	6
16. Payments	7
17. Operator's Right to Sub-Contract	7
18. Responsibilities	7
19. General Administration	8
20. Inspection of Vessel(s)	9
21. Compliance with Laws and Regulations	9
22. Duration of the Agreement	9
23. Termination	9
24. Dispute Resolution	10
25. Notices	11
26. Entire Agreement	11
27. Partial Validity	12
28. Interpretation	12
ANNEX A - Facilities	13
ANNEX B - Vessel(s)	14

ANNEX C - Schedule
ANNEX D - Insurance

15
16

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.

“Capital Expenditure” 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.

“Demobilization Expenses” 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.

“Facilities” 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

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).

“Term” 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.

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 pre-employment 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

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 of 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 Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

11. 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

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.

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.

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 sub-contract 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

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).

(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 as 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.

(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

(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.

IN WITNESS THEREOF, this Contract has been duly executed by the Parties herein named, on the day and year first above written.

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 Moines to Seattle			Seattle to 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
WEEKEND AND HOLIDAY SCHEDULE (proposed)				
Des Moines 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 (Damage to rented premises)	\$ 100,000
(6)	Medical Payments (any one person)	\$ 5,000

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
Page 18

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.

12. Operator's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Operator to the coverage provided by such insurance, or otherwise limit the Owner's recourse to any remedy available at law or in equity.

Obtained by Owner

Owner shall maintain liability coverage in the amount of \$4,000,000. Owner's membership in Washington Cities Insurance Authority, a self-insured municipal risk pool, satisfies this requirement.



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
Task Order #6

1

Des Moines Ferry Pilot Project
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.



SUBMITTED / APPROVED

This Task Order submitted by:

Gregory A. Dronkert

A handwritten signature in black ink, appearing to read "G. Dronkert", written over a horizontal line.

3/11/23

Proposal approved by:

(Signature)

(Name and Title)

(Date)

Attachment 3
2023 Revenue Estimate

	Month						Grand Total	
	May 23	Jun 23	Jul 23	Aug 23	Sep 23	Oct 23		
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	42.21%
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	48.76%
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	

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:

Draft Ordinance 23-024, relating to controlled substances and drug use in public places

ATTACHMENTS:

- 1. Draft Ordinance 23-024

FOR AGENDA OF: May 4, 2023

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 27, 2023

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal /s/TG
- Marina _____
- Police *Ken Higgins*
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Ken Higgins*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider the adoption of Draft Ordinance 23-024, which would prohibit the use of controlled substances in public places and prohibit the use of drug paraphernalia in public places.

Suggested Motion

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 23-024 on first reading.”

Motion 2: “I move 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.”

Background

On February 25, 2021, the Washington Supreme Court struck down the state’s main drug possession crime in a case called *State v. Blake*. The ruling meant there was no state law making simple possession of drugs a crime unless the legislature recriminalized it, which it has now done via passage of [ESB 5476](#) in 2021.

[ESB 5476](#) is a complex piece of legislation. In brief, it recriminalizes drug possession, although makes it a misdemeanor instead of a felony. Additionally, before someone can be charged with a crime, they must be diverted to services at least twice. These changes to the law are only in effect until July 1, 2023 unless the legislature or voters change the law again. This was accomplished via a procedure called a sunset clause. If the law is not changed, simple drug possession for controlled substances would become non-criminal again in July 2023 as a result of the *Blake* decision.

Discussion

There was optimism that a permanent fix would have been passed into law during the 2023 legislative session however that did not occur. Under the current “stopgap” law that has existed for the past two years, the state “pre-empts” or does not allow local cities and counties to enact laws regarding drug possession.

Faced with an increase in the open use of drugs, some cities, such as Bellingham, have enacted ordinances about use in public, because that was not specifically pre-empted in the current law. Draft Ordinance 23-024 creates two new prohibited acts for the use of drugs in a public place and the use of drug paraphernalia in a public place. Because marijuana is now legal in Washington, it does not include marijuana as a prohibited drug.

Alternatives

The City Council may:

1. Adopt the Draft Ordinance as presented
2. Adopt the Draft Ordinance with amendment(s)
3. Decline to pass the Draft Ordinance

Financial Impact

There is no financial impact in adopting this Draft Ordinance.

Recommendation

Staff recommends adopting Draft Ordinance 23-024 as presented.

Council Committee Review

N/A

CITY ATTORNEY'S FIRST DRAFT 4/26/2023

DRAFT ORDINANCE NO. 23-024

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to controlled substances, prohibiting the use of controlled substances in public places, prohibiting the use of drug paraphernalia in public places, and adding two sections to chapter 9.28 DMMC.

WHEREAS, the use of controlled substances without prescription can lead to severe consequences for physical and mental health, and

WHEREAS, such use can lead to addiction and resulting damage to interpersonal relationships and disruption to the lives of the addicted and their family and friends, and

WHEREAS, the public use of controlled substances makes the negative effects of such use more acute for the user as well as contributing to public disorder, and

WHEREAS, public use of controlled substances contributes to both a perceived atmosphere of lawlessness as well as actual criminal behavior, and

WHEREAS, public use of controlled substances and the utilization of implements of consumption negatively affect children and youth and normalizes the use of controlled substances without prescription, and

WHEREAS, the provisions of this Ordinance are necessary and proper to promote public safety, health, and welfare; now therefore,

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

Sec. 1. A new section is added to chapter 9.28 DMMC to read as follows:

Use of a Controlled Substance in a Public Place.

(1) It is unlawful for any person to knowingly inject, ingest, inhale, or otherwise introduce into the human body a controlled substance other than cannabis in a public place unless the controlled substance has been lawfully prescribed to the person using it.

(2) A person who violates the provisions of this section is guilty of a misdemeanor.

(3) For the purposes of this chapter, a "public place" means an area generally visible to public view and includes streets, sidewalks, alleys, parking lots, playgrounds, school grounds, recreation grounds, parks, vehicles (whether moving or not), and buildings open to the general public including those which serve food or drink, or provide entertainment, and the doorways and entrances to buildings or dwellings and the grounds enclosing them.

Sec. 2. A new section is added to chapter 9.28 DMMC to read as follows:

Possession of Drug Paraphernalia in a Public Place.

(1) It is unlawful for any person to knowingly use or attempt to use drug paraphernalia in a public place to store, contain, conceal, inject, ingest, inhale, or otherwise introduce into the human body a controlled substance other than cannabis.

(2) A person who violates the provisions of this section is guilty of a misdemeanor.

Sec. 3. Severability - Construction.

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

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

Sec. 4. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2023 and signed in authentication thereof this ____ day of _____, 2023.

Ordinance No. ____
Page 3 of 3

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

Effective Date:

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Housing Action Plan

FOR AGENDA OF: May 4, 2023

ATTACHMENTS:

- 1. Housing Needs Assessment (Draft)
- 2. Public Engagement Summary Memo

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: April 27, 2023

CLEARANCES:

- City Clerk JK
- Community Development DEL
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal /s/ TG
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

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:

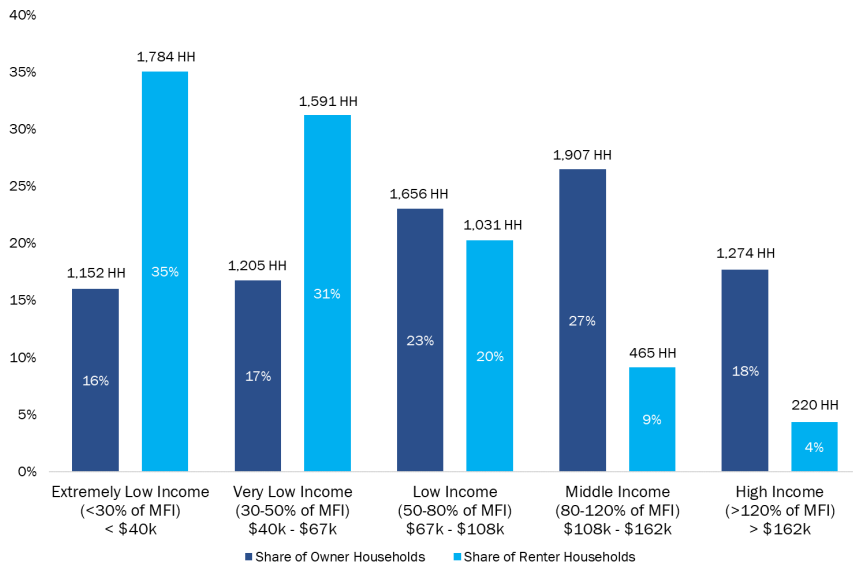
- Des Moines has experienced moderate population growth with particular growth among older and young adults.



Age Distribution, Des Moines, King County, and Washington, 2020

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

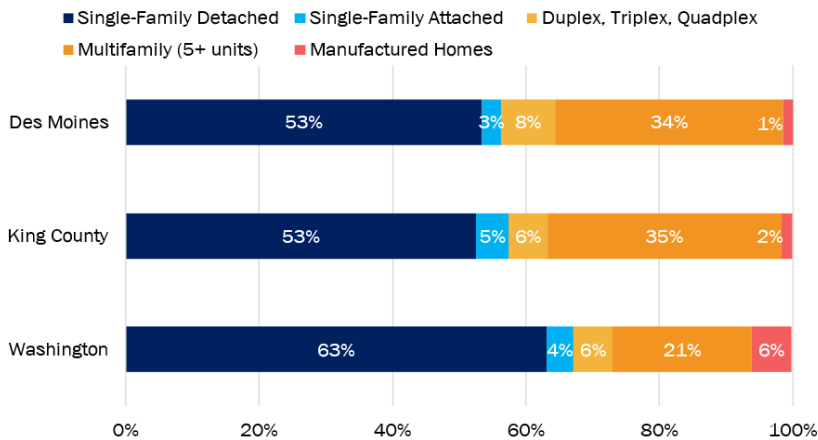
- Des Moines has grown to be a racially and ethnically diverse community.
- Des Moines has gained a large percentage of wealthy residents while losing low- to moderate-income residents.



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

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 reluctance/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

ECONorthwest
ECONOMICS • FINANCE • PLANNING

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

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Table of Contents

EXECUTIVE SUMMARY	2
Demographic and Economic Top Trends	2
Housing Top Trends	3
Housing Need in Des Moines	4
1. INTRODUCTION	6
1.1 Data and Methods	7
1.2 Organization of this Report	7
2. COMMUNITY PROFILE	8
2.1 Introduction	8
2.2 Population Characteristics	8
2.3 Household Characteristics	11
2.4 Income and Employment	14
2.5 Housing Characteristics	20
2.6 Housing Cost and Affordability	24
2.7 Housing Production	29
2.8 Assisted Housing	30
2.9 Subsidized and Public Affordable Housing	31
3. HOUSING NEEDS IN DES MOINES	34
3.1 Residential Land Supply and Capacity	34
3.2 Growth Targets	35
3.3 Housing Need by Income Level	36

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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 low-to 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.

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 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.

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, government-assisted 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

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.”³ 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:

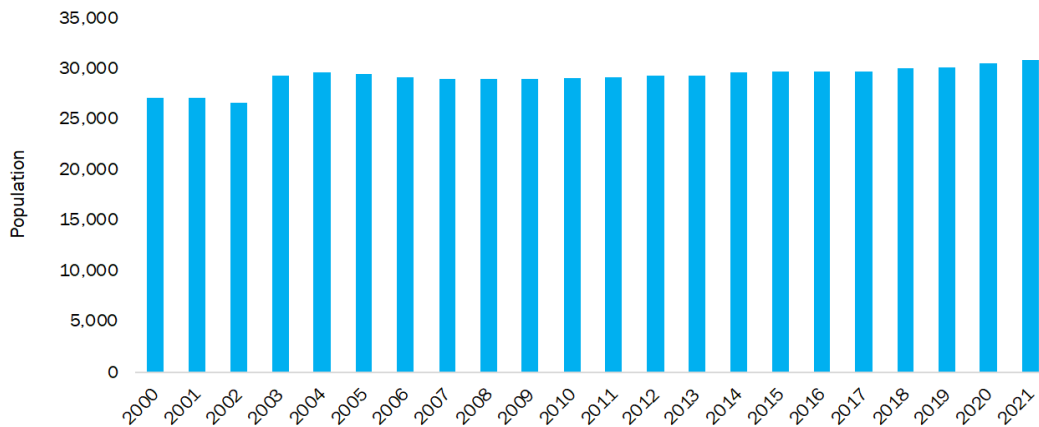
- Population and Household Characteristics
- Income and Employment
- Housing Characteristics
- Housing Costs and Affordability
- Housing Production

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 Finance 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

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

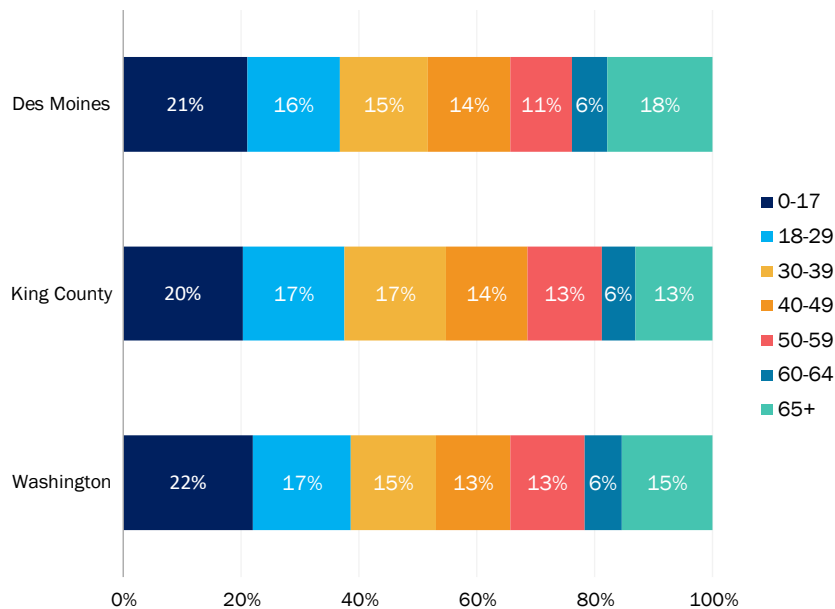
2.2.1 Age Distribution

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

Race/Ethnicity	Des Moines		King County		Washington	
	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

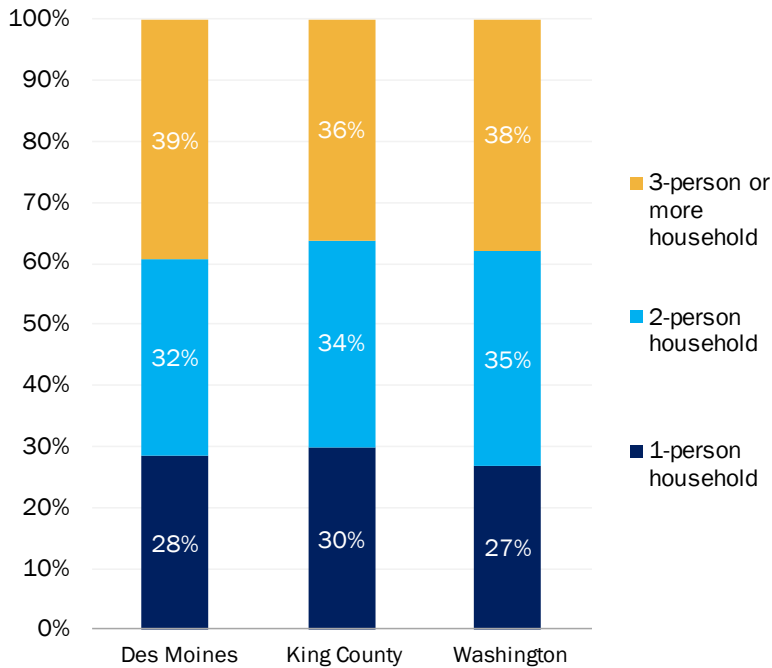
Source: American Community Survey (ACS) 2020 5-year estimates

	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

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

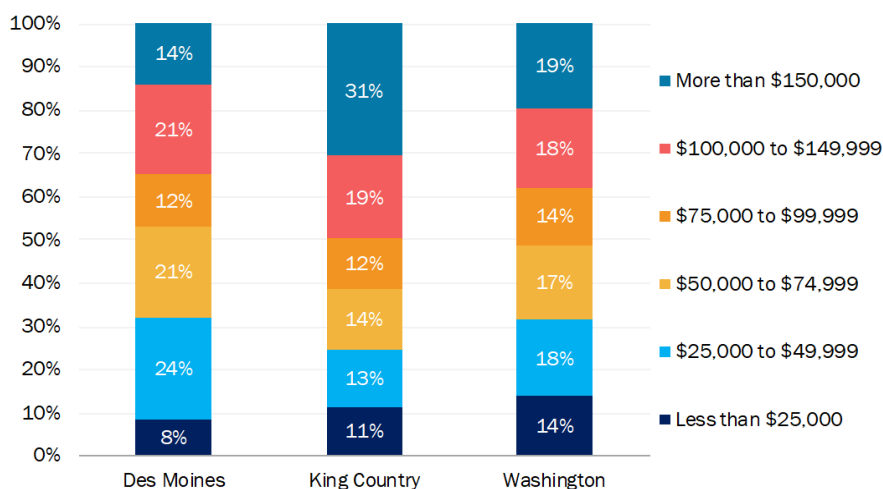
Note: Nominal dollars.

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



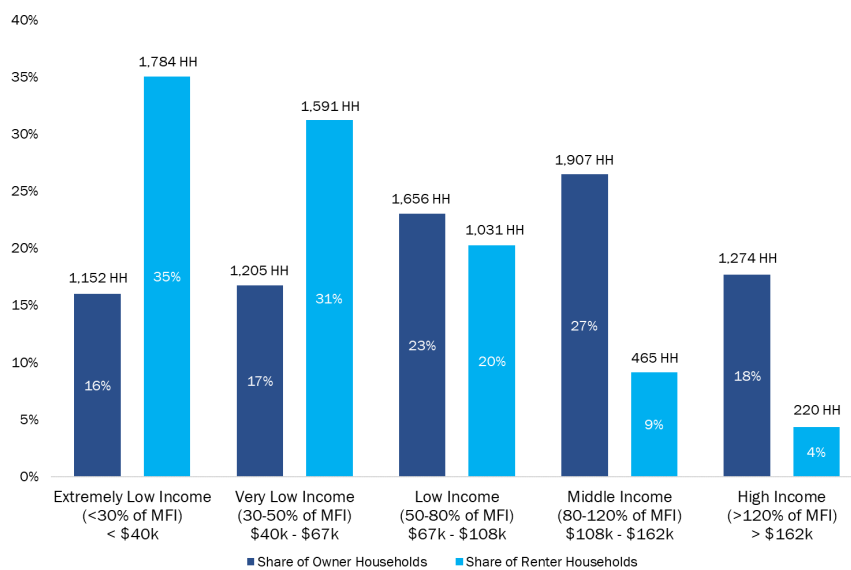
Household incomes in Des Moines have substantially changed since 2010. From 2010 to 2020, there was a steep increase in households making more than \$100,000, connoting a growth in wealthier residents. To supplement this point, there was a 49% decrease in households making less than \$25,000 and a 24% 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 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.

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

Source: US Department of HUD, King County, 2022, US Census Bureau, 2016-2020 ACS Table B25118.

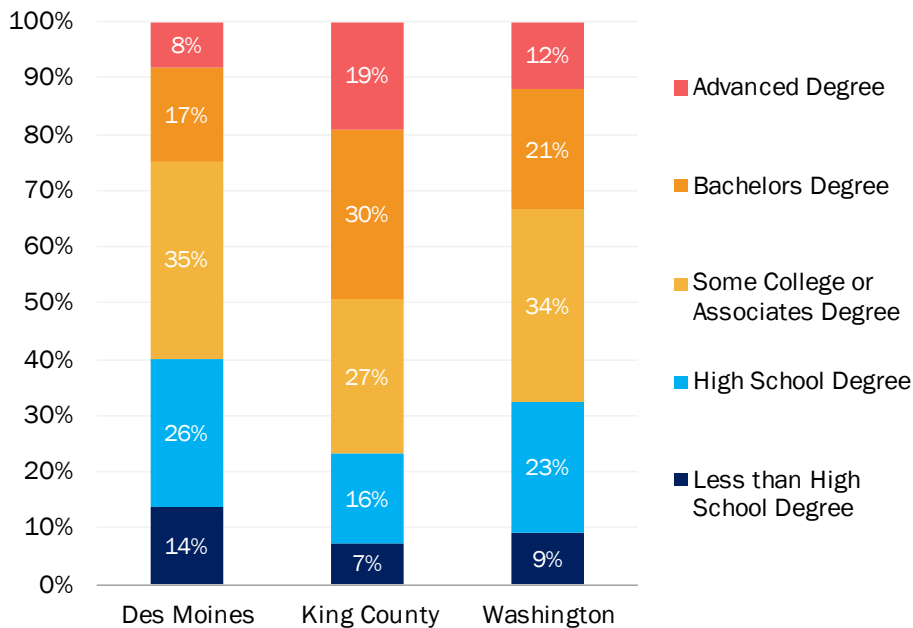


2.4.4 Educational Attainment

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

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



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, OnTheMap Application and LEHD Origin-Destination Employment Statistics (2019), ECONorthwest

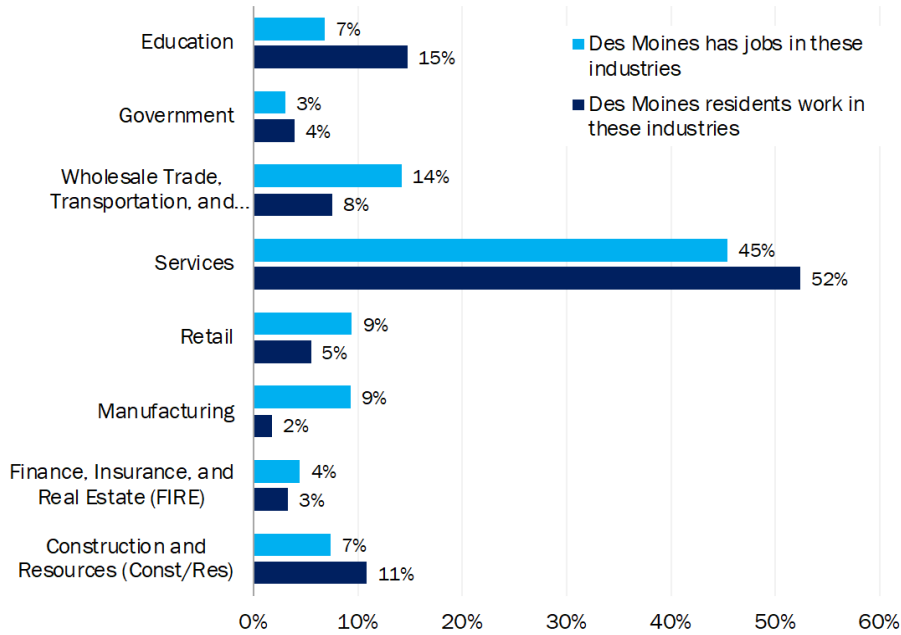
Industry	2010		2019		Percent Change 2010-2019
	Number	Percent	Number	Percent	
Good Producing Sector	283	6%	661	13%	134%
Construction and Resources (Const/Res)	267	6%	567	11%	112%
Manufacturing	16	0%	94	2%	488%
Service Producing Sector	4,184	94%	4,586	87%	10%
Finance, Insurance, and Real Estate (FIRE)	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, OnTheMap 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.⁴ 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

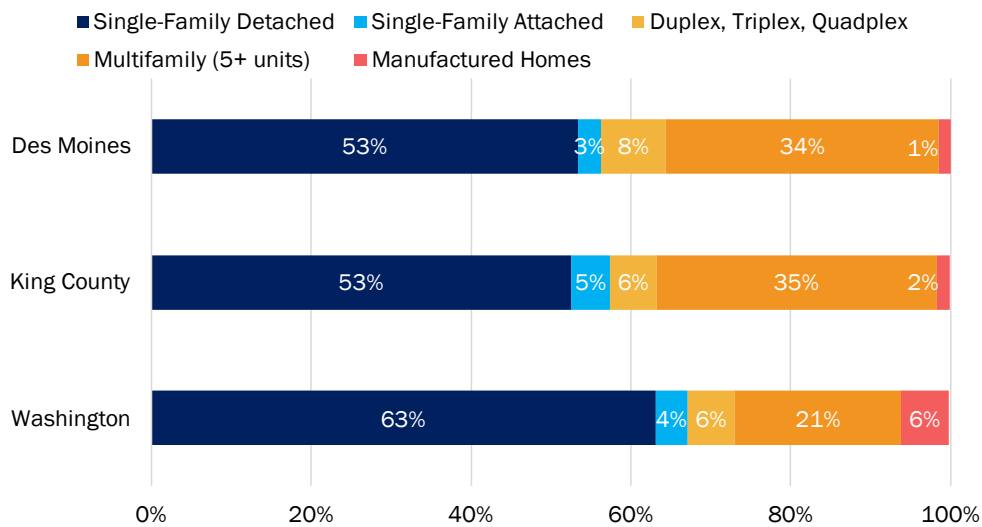
Source: American Community Survey (ACS) 2020 5-year estimates

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

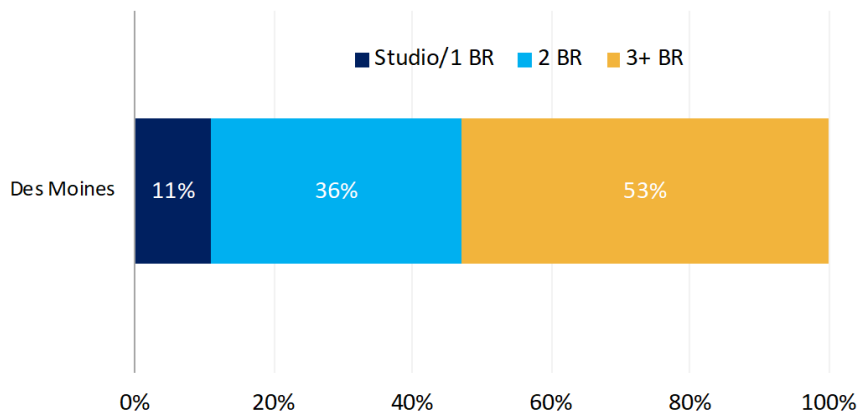


2.5.2 Number of Bedrooms

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

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



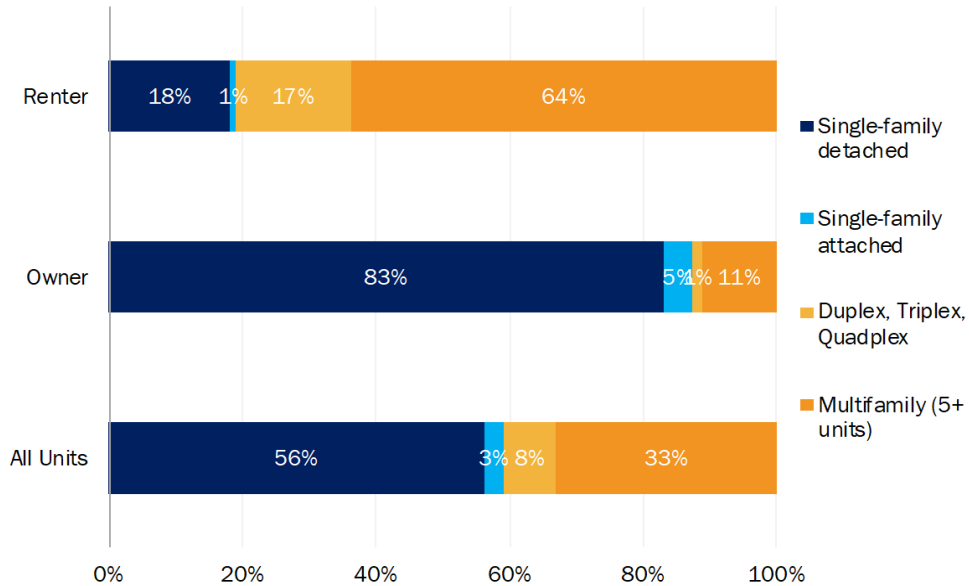
2.5.3 Housing Tenure

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.

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

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



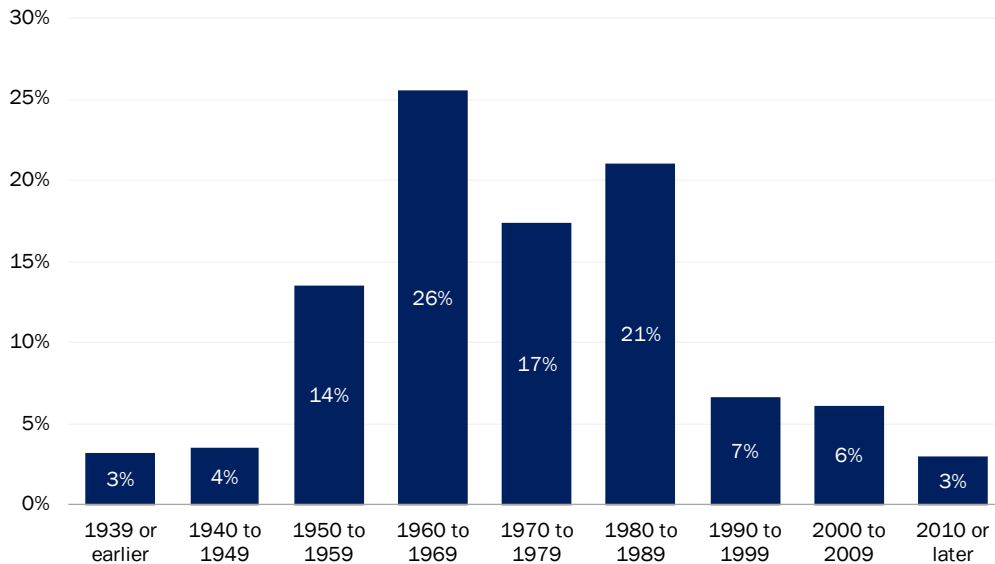
2.5.4 Housing Age

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.

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.

Exhibit 20. Housing Age, Des Moines, 2020

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

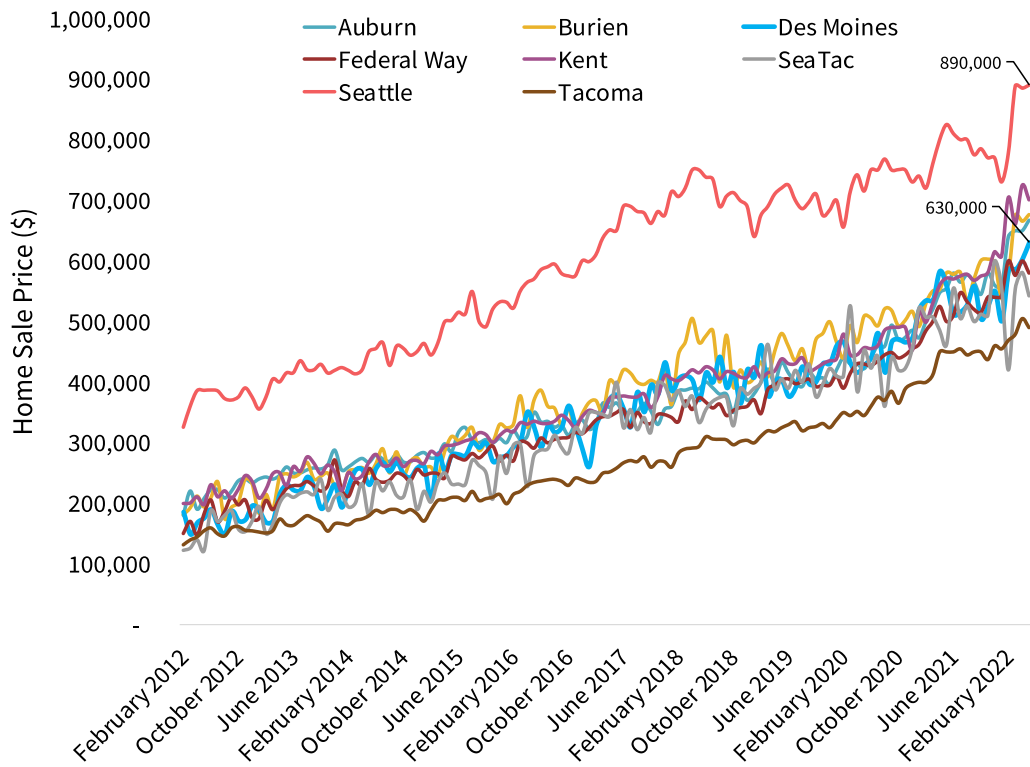


Exhibit 22 shows that since 2012, the median sale price of a home has increased in all comparison cities, with the most significant increase in Des Moines (257%), while SeaTac experienced the second highest increase of 252%.

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

Source: Redfin and ECONorthwest Calculations

Jurisdiction	2012	2022	Change (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

Jurisdiction	2010	2020	Change (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

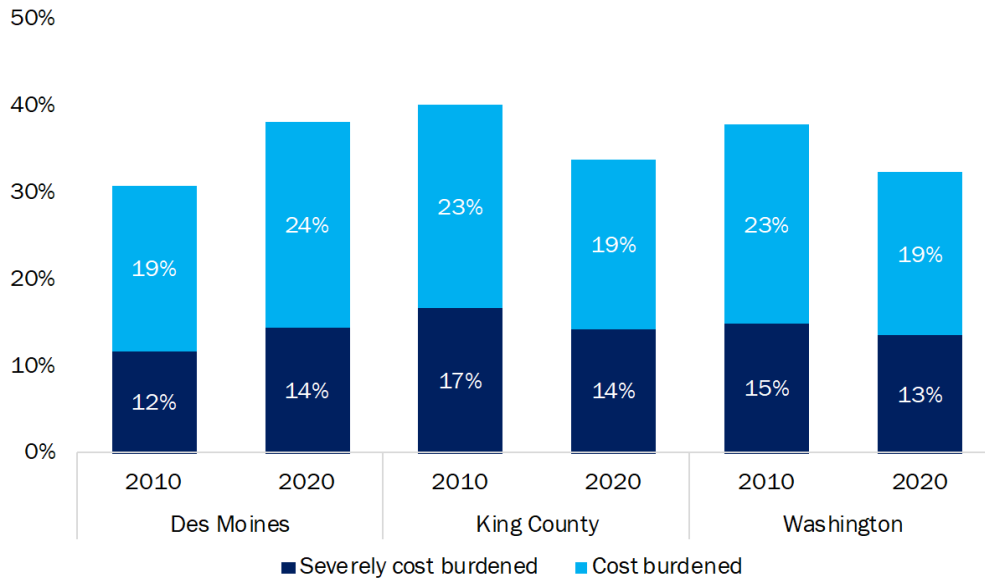
State and federal standards specify that households spending more than 30% of gross annual income on housing experience a housing cost burden. Housing cost burdens occur when housing costs increase faster than household income. When a household spends more than 30% of its income on housing costs, it 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

Source: ACS 2010 and 2019, 5-year estimates



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

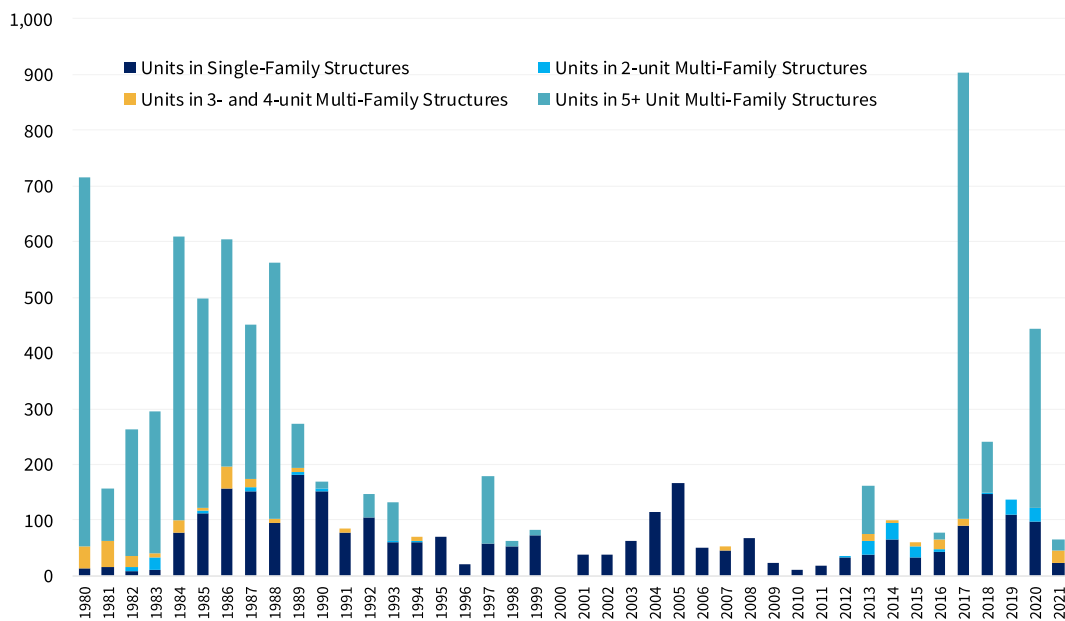
Since the 1980’s, single family housing projects has been the most common housing type built in Des Moines, however multifamily projects have delivered the most units. Between 1980 and 2021, a total of 8,308 housing units have been built in Des Moines. About 66% of these units built were multifamily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

Source: HUD User SOCDs Building Permit Database



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 (2018-2035)			3,067
Surplus / Deficit Capacity (units)			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



PROJECT MEMO

TO: Denise Lathrop, AICP, City of Des Moines **DATE:** September 19, 2022
FROM: Ali Masterson, Elizabeth Espinoza, and Wayne Carlson, FAICP **PROJECT NO.:** 2220328.30
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 Moines	12% North Hill	7% Pacific Ridge
16% Woodmont	11% South Des Moines	5% Redondo
14% Zenith	10% Marina District	2% North Central

What types of housing do respondents currently live in?

75% Detached single-family	2% Senior living	<1% Manufactured homes or shelters/transitional housing
14% Multifamily with 5+ DUs	1% Multifamily with 2-4 DUs (duplex, triplex)	
5% Other housing types		
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 housing
18% Between 2-5 years	3% Other	
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 or other	8% Took more than 1 year
28% Took less than a month	15% Took 4-6 months	4% Took 7-12 months

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

1. 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

1. 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.



Actions

1. 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 reluctance/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, 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.



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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