

AGENDA

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

Thursday, June 23, 2022 - 6:00 PM

The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 in response to the COVID 19 Pandemic. As of June 1, 2022 Governor Inslee rescinded the Stay-at-Home order issued on March 23, 2020 and accordingly all Council meetings will be held in Council Chambers, 21630 11th Avenue S, Suite C.

Public Comment is encouraged and will be accepted in the following manner:

- (1)** In writing, either by completing a [council comment form](#) or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.

- (2)** In person at the Council meeting by signing up to speak prior to the public comment portion of the meeting.

City Council meetings can also be viewed live on 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

Item 1. SAMP UPDATE

- Item 2. SMALL BUSINESS DEVELOPMENT CENTER PRESENTATION
- Item 3. MARINA REDEVELOPMENT UPDATE
- Item 4. PARKS, RECREATION & SENIOR SERVICES UPDATE

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through June 10, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#994-1061	\$507,515.83
Wires	#1981-1988	\$631,627.85
Accounts Payable Checks	# 164017-164076	\$481,585.60
Total Checks and Wires for A/P:		\$1,620,729.28

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES
Motion is to approve the May 5, May 12, and June 9, 2022 Regular Council Meeting Minutes.

[Approval of Minutes](#)

- Item 3. LODGING TAX ADVISORY COMMITTEE APPOINTMENT
Motion is to confirm the Mayoral appointment of Doug Myers to the Lodging Tax Advisory Committee effective immediately.

[Lodging Tax Advisory Appointment](#)

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1. TRANSPORTATION IMPROVEMENT PLAN (2023-2042)
 - Staff presentation by City Engineer Tommy Owen

[Transportation Improvement Plan \(2023-2042\)](#)

NEW BUSINESS

- Item 1. DRAFT ORDINANCE 21-064 NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) SOURCE CONTROL BEST MANAGEMENT PRACTICES

- Staff presentation by Civil Engineer I Ben Stryker

[Draft Ordinance 21-064 - National Pollution Discharge Elimination System \(NPDES\) Source Control Best Management Practices](#)

- Item 2. PASSENGER FERRY PILOT TEST IMPLEMENTATION
 - Staff Presentation by City Manager Michael Matthias

[Passenger Ferry Agenda Item](#)

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

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

July 07, 2022 City Council Regular Meeting

ADJOURNMENT

**CITY OF DES MOINES
Voucher Certification Approval**

June 23, 2022

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 **June 23, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through June 10, 2022.

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

Beth Anne Wroe

Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
ACH/EFT Vendor Payments	994	1061	507,515.83
Wires	1981	1988	631,627.85
Accounts Payable Checks	164017	164076	481,585.60
Total claims paid			1,620,729.28
Total EFT's checks and wires			1,620,729.28

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MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM**

Thursday, May 5, 2022 - 5:00 PM

CALL TO ORDER

Mayor Mahoney called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Steinmetz.

ROLL CALL

Council Present:

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

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Police Chief Ken Thomas; Assistant Police Chief Mark Couey; Commander Patti Richards; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Community Development Director Denise Lathrop; Land Use Planner II-Economic Relief & Resource Coordinator Eric Lane; Director of Parks, Recreation and Senior Services Nicole Nordholm; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Director of Administrative Services-City Clerk Bonnie Wilkins; and Deputy City Clerk Taria Keane

CORRESPONDENCE

- Letter from Residents from Judson Park Community, Landmark, on the Sound

COMMENTS FROM THE PUBLIC WRITTEN COMMENT

- Elizabeth & Malcom Burn, Masonic Home must be saved

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May 5, 2022

COMMENTS FROM THE PUBLIC VIA ZOOM

- No one signed up to speak

CITY MANAGER REPORT

- Update of Small Business Assistance Program
- Chief Strategic Officer Cezar gave Council an Update on the EIS Update

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through April 22, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#850-868	\$202,014.62
Electronic Wire Transfers	#1953-1960	\$527,400.05

Total Checks and Wires for A/P and Payroll: \$729,414.67

Item 2: APPROVAL OF MINUTES
Motion is to approve the February 03, February 10, February 24, March 03, and March 10, 2022 Regular Council Meetings.

Item 3: LODGING TAX ADVISORY COMMITTEE APPOINTMENT
Motion is to confirm the Mayoral appointment of Dennis Galloway to the Lodging Tax Advisory Committee effective immediately.

Direction/Action

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

Councilmember Gene Achziger pulled Consent Calendar Item #3.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #3.

Motion made by Councilmember Nutting to approve Consent Calendar Item #3 as presented; seconded by Deputy Mayor Buxton.

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May 5, 2022

Motion passed 7-0.

NEW BUSINESS

Item 1: DRAFT ORDINANCE NO. 22-023 - REGARDING START TIME FOR
THE CITY COUNCIL MEETINGS
Staff Presentation: City Attorney Tim George

Motion made by Councilmember Jeremy Nutting to pass Draft Ordinance No. 22-023 to a second reading at the next City Council meeting; seconded by Councilmember Harry Steinmetz.
Motion Passed 7-0

Amended Motion made by Councilmember JC Harris to change the start time of the City Council meeting to 6:30 p.m.
Amended Motion died for a lack of second.

Item 2: Councilmember Gene Achziger requested to direct staff to do research of other city meeting times. Council supported this request.

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

Councilmember JC Harris proposed looking into an option for a hybrid participation system of Council Meetings.
Council supported this proposal.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER HARRY STEINMETZ

- Police Advisory Committee Meeting
- Public Safety/Emergency Management Committee Meeting

COUNCILMEMBER GENE ACHZIGER

- No Report

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER JC HARRIS

- No Report

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COUNCILMEMBER VIC PENNINGTON

- Public Safety/Emergency Management Committee Meeting

DEPUTY MAYOR TRACI BUXTON

- Growth Management Policy Board of the Puget Sound Regional Council
- Public Safety/Emergency Management Committee Meeting

PRESIDING OFFICER'S REPORT

- Puget Sound Gateway Executive Meeting

NEXT MEETING DATE

May 12, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action
Motion made by Councilmember Pennington to adjourn; seconded by Councilmember Nutting.
Motion passed 7-0.

The meeting adjourned at 5:37 p.m.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, May 12, 2022 - 5:00 PM

CALL TO ORDER

Mayor Mahoney called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Achziger.

ROLL CALL

Council Present:

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

Staff Present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Assistant Harbormaster Katy Bevegni; Police Chief Ken Thomas; Human Resources Director Adrienne Johnson-Newton; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; Civil Engineer I Ben Stryker; City Engineer Tommy Owen; Director of Parks, Recreation and Senior Services Nicole Nordholm; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Legislative Advocate Anthony Hemstad; and Deputy City Clerk Taria Keane

CORRESPONDENCE

- There was no correspondence

COMMENTS FROM THE PUBLIC WRITTEN COMMENT

- Jayme Wagner, Follow up Animal Control Questions
- Charlie Retz, Sports

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- Ryan Jensen, Please fix things
- Ahrum Han, Des Moines Marina Hotel
- Doreen Harper, Little League Playoffs
- Liz Taylor, Animal Control Officer

CITY MANAGER REPORT

LEGISLATIVE UPDATE

- Legislative Advocate Anthony Hemstad gave Council a PowerPoint on the Legislative Update.

PARKS AND RECREATION UPDATE

- Chief Strategic Officer Susan Cezar and Director of Parks, Recreation, and Senior Services Nicole Nordholm gave Council a PowerPoint Presentation on Parks, Recreation, and Senior Services Department Status Update.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through April 29, 2022 and payroll transfers through April 05, 2022 and the payroll transfers through May 5, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#869-890	\$ 85,560.61
Accounts Payable Checks	#163887-163938	\$338,927.92
Payroll Checks	#19480-19483	\$ 5,484.36
Payroll Direct Deposit	#1265-1425	\$436,588.40

Total Checks and Wires for A/P and Payroll: \$866,561.29

Item 2: LODGING TAX ADVISORY COMMITTEE APPOINTMENT

Motion is to confirm the Mayoral appointment of Emmie Crespo to the Lodging Tax Advisory Committee effective immediately.

Item 3: 2022 OVERLAY PROGRAM – PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND 2022-2023 ON-CALL CONSULTANT AGREEMENT FOR CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES

Motion 1 is to approve the Public Works Contract with Lakeside Industries, Inc. for the 2022 Overlay Program, in the amount of \$535,928.00, authorize a project construction contingency in the amount

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of \$54,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 2 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-03 with KPG Psomas Inc. to provide construction administration and inspection services for the 2022 Overlay Program in the amount of \$64,228.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

- Item 4: DES MOINES MEMORIAL DRIVE (SOUTH 208TH STREET TO SOUTH 212TH STREET) PIPE PROJECT: 2022-2023 CONSULTANT ON-CALL AGREEMENT FOR ENGINEERING SERVICES
Motion is to approve Task Order Assignment 2022-01 with Perteet Inc., that will provide design and permitting services for the Des Moines Memorial Drive South 208th Street to South 212th Street Pipe Project in the amount of \$184,317.00, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.

- Item 5: NORTH FORK MCSORLEY CREEK DIVERSION PROJECT – PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND 2022-2023 ON-CALL CONSULTANT AGREEMENTS FOR CONSTRUCTION ADMINISTRATION & INSPECTION SERVICES
Motion 1 is to approve the Public Works Contract with Reed Trucking & Excavation, Inc. for the North Fork McSorley Creek Diversion Project, in the amount of \$630,324.70, authorize a project construction contingency in the amount of \$63,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 2 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-01 with KBA, Inc. to provide construction administration and inspection services for the North Fork McSorley Creek Diversion Project in the amount \$98,081.00, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Motion 3 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-04 with Parametrix, Inc. to provide Engineer of Record services for the North McSorley Creek Diversion Project in the amount of \$22,955.98, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

- Item 6: 24TH AVE S IMPROVEMENTS PROJECT, KENT–DES MOINES RD. (SR 516) TO S. 223RD ST, 2022-2023 ON-CALL GENERAL CIVIL

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ENGINEERING SERVICES – PARAMETRIX TASK ASSIGNMENT
2022-02 FOR RIGHT-OF WAY ACQUISITION SERVICES

Motion 1 is to approve the Draft Right of Way Plan for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St, as illustrated within Attachment 2, and further authorize the Public Works Director to sign and make modifications to the Plan as necessary to finalize design and support construction of the project improvements.

Motion 2 is to approve the 2022-2023 On-Call General Civil Engineering Services Task Assignment 2022-02 with Parametrix Inc. to provide right-of-way acquisition services for the 24th Ave South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) in the amount of \$180,025.71, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Item 7:

ONE WASHINGTON MEMORANDUM OF UNDERSTANDING

Motion is to approve the MOU with Washington municipalities related to the potential allocation of settlement funds from pending opioid litigation.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Pennington.

Councilmember Harris pulled Consent Calendar Item #4.

Councilmember Achziger pulled Consent Calendar Item #2.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #2

Motion made by Councilmember Nutting to approve the Consent Calendar Item #2 as presented; seconded by Councilmember Steinmetz.

Motion passed 7-0.

Council discussed Consent Calendar Item #4.

Motion made by Councilmember Nutting to approve the Consent Calendar Item #2 as presented; seconded by Deputy Mayor Buxton.
Motion passed 7-0.

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May 12, 2022

NEW BUSINESS

Item 1: SECOND READING - DRAFT ORDINANCE NO. 22-023 - REGARDING
START TIME FOR CITY COUNCIL MEETINGS
Staff Presentation: City Attorney Tim George

Motion made by Councilmember Jeremy Nutting to adopt Draft Ordinance No. 22-023 to change the official start time of the City Council meetings to 6pm; seconded by Councilmember Deputy Mayor Traci Buxton.

Motion Passed 5-2

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

Against: Councilmember JC Harris and Councilmember Gene Achziger

Amended Motion made by Councilmember Gene Achziger to make the start time of Council meetings to 6:30 p.m. seconded by Councilmember JC Harris.

Motion Failed 2-5

For: Councilmember JC Harris and Councilmember Gene Achziger

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

Item 2: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

- Councilmember Harris proposed getting an update on partnerships between organization that put on permitted summer events and the city's participation. Support of Council.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER GENE ACHZIGER

- Murray Island Incident Event

COUNCILMEMBER JEREMY NUTTING

- Environment Committee Meeting

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May 12, 2022

COUNCILMEMBER JC HARRIS

- Senior Center Staff
- Holi Festival
- Interviews for Position 5 School Board Director
- Port of Seattle Commission Meeting

COUNCILMEMBER VIC PENNINGTON

- Environment Committee Meeting

COUNCILMEMBER HARRY STEINMETZ

- New Businesses in Des Moines
- Opening Day of Boating Season

DEPUTY MAYOR TRACI BUXTON

- Unleash the Brilliance Event
- Dollars for Scholars

PRESIDING OFFICER'S REPORT

- Dollars for Scholars
- Transportation Committee Meeting
- Opening Day of Boating Season
- Highline College 60th Anniversary

NEXT MEETING DATE

June 9, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.

Motion passed 7-0.

The meeting adjourned at 7:18 p.m.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, June 9, 2022 - 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; Chief Operations Officer Dan Brewer; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Police Chief Ken Thomas; Deputy Finance Director Jeff Friend; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; City Engineer Tommy Owen; Director of Parks, Recreation and Senior Services Nicole Nordholm; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Director of Administrative Services-City Clerk Bonnie Wilkins; and Deputy City Clerk Taria Keane

CORRESPONDENCE

- Email from resident who witness the successful Argosy 8th Grade Boat Tour

COMMENTS FROM THE PUBLIC WRITTEN PUBLIC COMMENT

- Sandy Butler, Demolition of Landmark
- Bob Embrey, Landmark on the Sound

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- Cheri Halko, Quarter Deck
- Lloyd Lytle, Landmark on the Sound Preservation
- Charles O'Donnell, Masonic Home Demolition Permit - Compelling Issues
- George Pettibone, Landmark on the Sound
- Del Rivero, Underwood Park for Little League State Softball Championships. July 8-14
- Quinn Rose, Let the Landmark Go
- Patrice Thorell, Public Comment - June 9, 2022 City Council Meeting Regarding Parks and Recreation Update

COMMENTS FROM THE PUBLIC

- Lloyd Lytle, Landmark on the Sound Preservation
- Jayne Quinn Wagner, Animal Control
- Kayleen Moon, Senior Center Contract
- Bree Caswell. History of the Pride Flag
- Meagan Palmer, Acknowledging Pride - Waterland Pride Committee
- Rick Johnson, Redondo Boardwalk
- George Pettibone, Landmark on the Sound
- Alex Candalla, Wesley Contract with Senior Center

CITY MANAGER REPORT

ANIMAL CONTROL UPDATE

- Police Chief Ken Thomas gave Council an update on the Animal Control Contract

EMERGENCY MANAGEMENT UPDATE

- Director of Emergency Management & Workplace Safety Shannon Kirchberg gave Council a PowerPoint update on the Comprehensive Emergency Management Plan

DISPOSABLE INCOME

- City Manager Michael Matthias gave Council an update on Disposable Income

[Disposable Income](#)

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through May 27, 2022 and the payroll transfers through June 5, 2022 in the attached list and further described as follows:

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ACH/EFT Vendor Payments	#891-993	\$1,988,806.64
Wires	#1961-1980	\$2,564,763.00
Payroll Checks	#101-102	\$ 314.00
Accounts Payable Checks	#163939-164016	\$ 371,581.45
Payroll Checks	#19484-19487	\$ 9,296.77
Payroll Direct Deposit	#1426-1582	\$ 416,173.48
Payroll Checks	#19488-19492	\$ 5,204.41
Payroll Direct Deposit	#1583-1742	\$ 401,483.30

Total Checks and Wires for A/P and Payroll: \$5,757,623.05

- Item 2: APPROVAL OF MINUTES
Motion is to approve the March 31, and April 14, 2022 Regular Council Meeting Minutes and the April 07, 2022 Study Session Minutes.
- Item 3: COMPREHENSIVE EMERGENCY MANAGEMENT PLAN 2021 (CEMP)
Motion is to adopt Draft Resolution No. 22-025 approving the 2021 Comprehensive Emergency Management Plan for the City of Des Moines.
- Item 4: CONTRACT FOR SENIOR SERVICES
Motion is to approve the Professional Services Contract with Wesley for the provision of Senior Services, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Item 5: ANIMAL CONTROL AND SHELTER SERVICES AGREEMENT AND POLICE GUILD MOU
Motion 1 is to approve the Animal Control and Shelter Services Agreement with Burien CARES in the amount of \$110,000 a year, and authorize the City Manager to sign the Agreement substantially in the form as attached.
Motion 2 is to approve the MOU with the Des Moines Police Guild authorizing the City to contract out the Animal Control Officer Position to Burien CARES.
- Item 6: 2022 DES MOINES FARMERS MARKET AGREEMENT
Motion is to ratify and approve the Agreement with the Des Moines Farmers Market for the 2022 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina Saturdays from June through September.

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- Item 7: DISPOSAL ABANDONED VESSELS WITHIN THE DES MOINES MARINA
Motion is to adopt Draft Resolution No. 22-026, authorizing the removal and/or sale of the abandoned vessels 'Peggy O' (WN6578JE) and 'Hobo' (WN881BM) in an appropriate, financially responsible, and environmentally sound manner.
- Item 8: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF SEATAC, DES MOINES, COVINGTON, AND TUKWILA FOR PLANNING, FUNDING, AND IMPLEMENTATION OF A JOINT MINOR HOME REPAIR PROGRAM
Motion is to approve the Inter-local Agreement between the Cities of SeaTac, Des Moines, Covington, and Tukwila for the Minor Home Repair Program, including the acceptance of \$27,500 for maintenance and repairs in 2022, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Item 9: DRAFT AQUATIC LANDS LEASE AGREEMENT BETWEEN THE CITY OF DES MOINES AND THE STATE OF WASHINGTON DEPARTMENT OF NATURAL RESOURCES (RCO)
Motion is to approve the Draft Aquatic Lands lease agreement with the Department of Natural Resources for the use of State owned Aquatics land located at the Redondo Boat Launch facility, and direct the City Manager to sign the draft agreement substantially in the form as attached.
- Item 10: SOUTH 216TH STREET SEGMENT 3 PROJECT - PSE SCHEDULE 74 UTILITY UNDERGROUNDING AGREEMENT RECONCILIATION
Motion is to direct administration to bring forward a budget amendment for the 2022-2027 Capital Improvement Plan and the 2022 Capital budget to include the amended South 216th Street Segment 3 Project as shown (Attachment 1) and as described herein, and include such amendment in the next available budget amendment ordinance.
- Item 11: AHBL CONSULTANT SERVICES CONTRACT - HOUSING ACTION PLAN
Motion is to approve the Consultant Services Contract with AHBL in the amount of \$75,190.00 for services to prepare the City of Des Moines Housing Action Plan, and further authorize the City Manager to sign substantially in the form as submitted.
- Item 12: LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING PRIDE MONTH (LGBTQ) PROCLAMATION
Motion is to approve the Proclamation recognizing June as LGBTQ Pride Month.
- Item 13: JUNETEENTH PROCLAMATION

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Motion is to approve the proclamation acknowledging June 19, 2022 as a significant date in American history that essentially was one of the last actions of the civil war and confirmed the abolition of slavery.

Direction/Action

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

Councilmember Harry Steinmetz pulled Consent Calendar Items # 4, #5, #6, #8, #9, and #11.

Councilmember JC Harris pulled Consent Calendar Items #1, and #7.

Councilmember Gene Achziger pulled Consent Calendar Item #12.

The remainder of the Consent Calendar passed 7-0.

Mayor Matt Mahoney read the Juneteenth Proclamation into the record.

Consent Calendar Item #1

Council discussed Consent Calendar Item #1

Motion made by Councilmember Jeremy Nutting to approve Consent Calendar Item #1 as presented; seconded by Deputy Mayor Traci Buxton.

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.

Consent Calendar Item #4

Council discussed Consent Calendar Item #4

Motion made by Councilmember Harry Steinmetz to postpone Consent Calendar Item #4 for 30 days and bring the item back to Council with a presentation as a separate agenda item, seconded by Councilmember JC Harris.

Motion failed 3-4.

For: Councilmember Gene Achziger, Councilmember JC Harris, and

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Councilmember Harry Steinmetz.

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

Motion made by Mayor Matt Mahoney to approve Consent Calendar
Item #4 as presented; seconded by Councilmember Jeremy Nutting.
Motion passed 4-3.

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

Against: Councilmember Gene Achziger, Councilmember JC Harris,
and Councilmember Harry Steinmetz.

Consent Calendar Item #5

Council discussed Consent Calendar Item #5

Motion 1 made by Councilmember Harry Steinmetz to approve Consent
Calendar Item #5 as presented; seconded by Councilmember Jeremy
Nutting.

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.

Motion 2 made by Councilmember Harry Steinmetz to approve Consent
Calendar Item #5 as presented; seconded by Councilmember Jeremy
Nutting.

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.

Consent Calendar Item #6

Council discussed Consent Calendar Item #6

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Motion made by Councilmember Harry Steinmetz to postpone Consent Calendar Item #6 for 30 days and bring the item back to Council with a presentation as a separate agenda item, seconded by Councilmember JC Harris.
Motion failed 3-4.

For: Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz.

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

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #6 as presented; seconded by Councilmember Jeremy Nutting.
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.

Consent Calendar Item #7

Council discussed Consent Calendar Item #7

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #7 as presented; seconded by Councilmember Jeremy Nutting.
Motion passed 7-0.

Consent Calendar Item #8

Council discussed Consent Calendar Item #8

Motion made by Councilmember Harry Steinmetz to postpone Consent Calendar Item #8 for 30 days and bring the item back to Council with a presentation as a separate agenda item, seconded by Councilmember Gene Achziger.
Motion failed 3-4.

For: Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz.

Against: Mayor Matt Mahoney; Deputy Mayor Traci Buxton;

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June 9, 2022

Councilmember Jeremy Nutting, and Councilmember Vic Pennington.

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #8 as presented; 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.

Consent Calendar Item #9

Council discussed Consent Calendar Item #9

Motion made by Councilmember Harry Steinmetz to postpone Consent Calendar Item #9 for 30 days and bring the item back to Council with a presentation as a separate agenda item, seconded by Councilmember Gene Achziger.

Motion failed 3-4.

For: Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz.

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

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #9 as presented; 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.

Consent Calendar Item #11

Council discussed Consent Calendar Item #11

Motion made by Councilmember Harry Steinmetz to postpone Consent Calendar Item #11 for 30 days and bring the item back to Council with a presentation as a separate agenda item, seconded by Councilmember JC Harris.

Regular Meeting Minutes
June 9, 2022

Motion failed 3-4.

For: Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz.

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

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #11 as presented; 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.

Consent Calendar Item #12

Council discussed Consent Calendar Item #12

Motion made by Mayor Matt Mahoney to approve Consent Calendar Item #12 as presented; seconded by Councilmember Jeremy Nutting. Motion passed 7-0.

Mayor Matt Mahoney read the Lesbian, Gay, Bisexual, Transgender, Questioning Pride Month (LGBTQ) Proclamation into the record.

NEW BUSINESS

Item 1: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- Councilmember Harry Steinmetz proposed remanding a review on rules for short term rentals to the Public Safety/Emergency Management Committee. Council Supported.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JEREMY NUTTING

- Environment Committee Meeting
- Des Moines Police Foundation BBQ

Regular Meeting Minutes
June 9, 2022

COUNCILMEMBER JC HARRIS

- Swearing in of the Highline School District New Board Director Azeb Hagos
- Puget Sound Clean Air Agency Community Workshop

COUNCILMEMBER VIC PENNINGTON

- Des Moines Marina Association Meeting
- Economic Development Committee Meeting
- Public Safety/Emergency Management Meeting

COUNCILMEMBER HARRY STEINMETZ

- Public Safety/Emergency Management Committee Meeting
- Municipal Facilities Committee Meeting
- Des Moines Farmers Market
- North Hill Community Club BBQ

Direction/Action

Motion made by Deputy Mayor Traci Buxton to extend the meeting until 9:22 p.m.; seconded by Councilmember Harry Steinmetz.
Motion passed 7-0.

COUNCILMEMBER GENE ACHZIGER

- Council Process

DEPUTY MAYOR TRACI BUXTON

- Public Safety/Emergency Management Committee Meeting
- Attended 30 Events and Board/Committee Meetings

PRESIDING OFFICER'S REPORT

- Memorial Day
- Opening Day of Boating Season
- What's up Des Moines
- Des Moines Farmers Market
- High School Graduations

NEXT MEETING DATE

June 23, 2022 City Council Regular Meeting

ADJOURNMENT

Regular Meeting Minutes
June 9, 2022

Direction/Action

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

The meeting adjourned at 9:11 p.m.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Lodging Tax Advisory Committee
Appointment

FOR AGENDA OF: June 16, 2022

DEPT. OF ORIGIN: Admin

DATE SUBMITTED: June 23, 2022

ATTACHMENTS:

- 1. Application

CLEARANCES:

- Community Development _____
- Marina _____
- Parks, Recreation & Senior Services _____
- Public Works _____

CHIEF OPERATIONS OFFICER: _____

- Legal /s/TG
- Finance _____
- Courts _____
- Police _____
- City Clerk _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the Mayor’s appointment to the Lodging Tax Advisory Committee.

Suggested Motion

Motion 1: “I move to confirm the Mayoral appointment of Doug Myers to the Lodging Tax Advisory Committee effective immediately.”

Background

The City of Des Moines adopted Ordinance No. 1319 on March 27, 2003 which became effective April 26, 2003 for the purpose of establishing a Lodging Tax Advisory Committee. A Committee of at least five members is required for the collection of Des Moines’ legal share of Hotel/Motel Tax. The tax must be used solely for paying for tourism promotion and for the acquisition and/or operation of tourism related facilities as specified in RCW 67.28.180.

Discussion

The committee shall consist of at least five members, appointed by the mayor and confirmed by a majority of the City Council. The committee membership shall include at least two members who are representatives of businesses required to collect tax under RCW 67.28.180, at least two members who are persons involved in activities authorized to be funded by revenue received under RCW 67.28.180 and one member who shall be a member of the City Council and who shall serve as Chair of the committee. This agenda requests Council approval of the appointment of Doug Myers to replace previous Committee member Alex Candalla. Through his work in the community, Mr. Myers falls under the category of an individual who is involved in activities authorized to be funded by lodging tax revenue.

Alternatives

None provided.

Recommendation

Des Moines Administration recommends the Mayoral appointment of Doug Myers to a term on the Lodging Tax Advisory Committee.



**CITY OF DES MOINES
APPLICATION FOR LODGING TAX ADVISORY COMMITTEE**
21630 11th Avenue South
Des Moines, WA 98198

NAME: Doug Myers
ADDRESS: 22211 Marine View Drive S.
CITY, ZIP: Des Moines, WA 98198
Contact Information - PHONE: Home _____ Work 206-824-3046
Cell 206-321-2382 Fax 888-304-8045 E-Mail doug.myers@edwardjones.com

EMPLOYMENT/VOLUNTEER SUMMARY LAST FIVE YEARS:
Edward Jones, Rotary, Police Advisory Group,
What's Up Des Moines

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

Do you currently have an owning interest in either real property (other than your primary residence) or a business in the Des Moines? Yes If so, please describe:
OWN - 22211 Marine View Dr. S Des Moines, WA 98198

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

1. Specify the group you represent:
- Local Lodging Industry
 - Business/Organization Providing Programs & Services to Promote Tourism in Des Moines

Provide Details of this Representation: _____

2. What problems, programs or improvements are you most interested in? strengthening the Des Moines community.

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

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing
Transportation Improvement Plan
(2023-2042)

FOR AGENDA OF: June 23, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 16, 2022

ATTACHMENTS:

- 1. Draft Resolution No. 22-033
- 2. Draft TIP 2023-2042

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works Thomas Owen

CHIEF OPERATIONS OFFICER: [Signature]

- Legal /s/ TG
- Finance [Signature]
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this public hearing is to provide an update to the City’s Transportation Improvement Plan (TIP) and for the City Council to approve Draft Resolution No. 22-033 (Attachment 1) adopting the proposed Transportation Improvement Plan for the City of Des Moines for the years 2023-2042.

Suggested Motion

Motion 1: “I move to approve Draft Resolution No. 22-033 adopting the 2023-2042 Transportation Improvement Plan for the City of Des Moines.”

Background

Each year the City of Des Moines, and all cities and counties in Washington State submit a Transportation Improvement Plan (TIP) to the State as required by RCW 35.77.010. This document is useful for agencies to plan and prioritize transportation system improvements while also provide a consistent process for interagency coordination to identify need and funding requirements on a regional and statewide basis.

The City of Des Moines' TIP (Attachment 1) is a long range, 20-year, transportation plan that identifies motorized and non-motorized needs that are not financially constrained. Each project is listed along with a brief description of the proposed improvements. Proposed project schedules and preliminary level cost estimates identify strategic project planning. The costs are broken down into three categories: Engineering (PE), Right-of-Way acquisition (RW), and Construction (CN) which are consistent with State and regional project programming designations.

The plan is derived from the City's Comprehensive Transportation Plan (CTP) and is a list of prioritized projects based primarily on:

- CTP (Safety, capacity, non-motorized, and transit needs).
- Analysis of existing system (Traffic engineering studies, citizen input, etc.).
- Interagency Coordination (Franchise Utility, SeaTac, Sound Transit, etc.).

The TIP is utilized to:

- Fulfill reporting requirements by State Law (RCW 35.77.010) by July 31st.
- Direct the development of the 6-year Capital Improvement Plan (CIP).
- Provide coordination between franchise utilities and neighboring agencies.
- Fulfill reporting to the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC) in order to pursue loan and grant opportunities.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priorities projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

Discussion

Staff updated the previous TIP (2022-2041) with the most current project funding information and expenditure schedule, and is forwarding this Draft 2023-2042 TIP to the full Council for public hearing and approval.

Changes within the Draft 2023-2042 TIP from previous years include:

- Priority 8 – Barnes Creek Trail – South Segment
 - **Update Description** to include additional potential non-motorized corridor improvements on 240th Street section for south side of roadway
- Priority 13 – College Way
 - **Reprioritize** from Priority 23 to better align with project construction scheduled for 2023 under the Sound Transit Federal Way Link Extension (FWLE) Project

- Priority 48 – 16th Ave S. Improvements Project (Segment 5a)
 - **Reprioritize** from Priority 29 due to recent developer installed roadway and shoulder improvements

Alternatives

The Council can choose to make various changes to the TIP; projects can be moved to different years, added to or taken off the TIP, and priority numbers can be changed.

The City is required to file an adopted plan with the Secretary of Transportation no later than July 31, 2022.

Financial Impact

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other sources of funds. Frequently, project loans or grants require that individual projects be on a plan adopted by the City Council. Furthermore, projects using Federal funding are specifically required to be identified on the City's TIP.

Recommendation

Staff recommends adoption of the motion.

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CITY ATTORNEY'S FIRST DRAFT 6/23/2022

DRAFT RESOLUTION NO. 22-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2023 through 2042.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 23, 2022 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the Transportation Improvement Plan attached to this Resolution; now therefore,

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

Sec. 1. The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2023 through 2042, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

Sec. 2. The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

Sec. 3. The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2022 and signed in authentication thereof this ____ day of ____, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
 Hearing Date: 06/23/22 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 22-033

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042
				Federal Funds	State Funds	Local Funds	Total Funds						
1	PRES.-1.0	Pavement Preservation Program Citywide Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures.	PE RW CN			380	380	20	20	20	60	80	180
						17100	17100	900	900	900	2700	3600	8100
				0	0	17480	17480	920	920	920	2760	3680	8280
2	TRAF.-5.0	Traffic Safety Improvement Program (ASE) Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns.	PE RW CN			152	152	8	8	8	24	32	72
						1900	1900	100	100	100	300	400	900
				0	0	2052	2052	108	108	108	324	432	972
3	PRES.-5.0	ADA Compliance Program Citywide Installation of Right-of-Way and facility improvements.	PE RW CN			290	290	20	20	20	60	80	90
						1450	1450	100	100	100	300	400	450
				0	0	1740	1740	120	120	120	360	480	540
4		Des Moines North Marina Bulkhead Replacement from: to: Replacement of North Marina Bulkhead supporting multimodal emergency management operations and public land-water access.	PE RW CN		500	500	1000	1000					
					3000	10000	13000	13000					
				0	3500	10500	14000	14000	0	0	0	0	0
5	TIF-3.0	24th Ave S. Improvement Project (Segment 2) 24th Avenue South from: S. 223rd Street to: Kent-Des Moines Road Sidewalk, curb, gutter & drainage improvements in conjunction with SWM's 24th Ave Pipeline Replacement. Provide 2-way left turn lane and enhanced pedestrian crossings.	PE RW CN		150	50	200	200					
					52	23	75	75					
					3300	800	4100	4100					
				0	3502	873	4375	4375	0	0	0	0	0
6	S-25.0	Sound Transit - Link Light Rail from: S. 216th St. to: S. 272nd St. Coordination on Link Light Rail Alignment	PE RW CN			150	150	30	30	30	60		
						180	180				60	60	60
				0	0	330	330	30	30	30	120	60	60
7	S-25.0	WSDOT - SR509 Gateway & South 216th Bridge from: S. 216th St. to: S. 272nd St. Coordination on SR 509 Gateway.	PE RW CN				0						
							0						
				0	0	0	0	0	0	0	0	0	0

ATTACHMENT A

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 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
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 Amend Date: XXX Resolution Number: 22-033

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)									
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042				
				Federal Funds	State Funds	Local Funds	Total Funds										
8	TRAIL-2.0	Barnes Creek Trail - South Segment from: Kent-Des Moines Road to: Highline College Construct shared use path/trail along the west side of 16th Ave S and north side of S 240th Street. Potential non-motorized facilities on the south side of S 240th Street and associated traffic safety enhancements.	PE RW CN			600	0	600	6000	600	6000						
				0	3000	3600	6600	600	6000	0	0	0	0	0	0	0	0
9	S-21.1	South 240th St. Improvements (Segment 2) South 240th Street from: 20th Ave S to: 16th Ave S Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		200	100	300			300							
					150	50	200				200						
				0	4800	1200	6000	0	0	300	6200	0	0	0	0	0	0
10	TRAF. - 4.0	Guardrail Program Citywide Install new guardrail and upgrade existing installations.	PE RW CN			18	18	2		2	4	10					
						227	227	23		23	66	115					
				0	0	245	245	25	0	25	70	125					0
11	TIF-3.0	24th Ave. S. Improvement Project (Segment 1) 24th Avenue South from: S. 216th St. to: S. 223rd St. Sidewalk, curb, gutter & drainage improvements. Provide 2-way left turn lane.	PE RW CN		480	120	600				600						
					112	28	140				140						
				0	4000	1000	5000	0	0	0	740	5000					0
12	S-21.2	South 240th St. Improvements (Segment 3) South 240th Street from: 16th Ave. S. to: Marine View Drive Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		180	55	235				235						
					40	10	50				50						
				0	3532	883	4415	0	0	0	4700	0					0
13	S-29.0	College Way from: SR-99 to: Highline College Expand roadway intended to connect the Kent Des Moines light rail station at S 236th Street and 30th Ave S along 236th Street and College Way to a street end just inside the western edge of the Highline College.	PE RW CN		200		200	200									
					1000	500	1500	200	300	1000							
				0	1200	500	1700	400	300	1000	0	0					0
14	TIF-14.0	Marine View Dr. and S. 240th St. Intersection Project from: to: Reconstruct roadway to improve horizontal alignment. Provide pedestrian facilities, and widen approaches. Install roundabout or traffic signal if warranted.	PE RW CN			165	165			165							
						100	100			100							
				0	0	1900	1900	0	0	265	1900	0					0

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
 Hearing Date: 06/23/22 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 22-033

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)								
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042			
				Federal Funds	State Funds	Local Funds	Total Funds									
15	S-5.0	S. 223rd/Cliff Ave Street Improvement Cliff Ave/South 223rd Street from: Cliff Ave to: 24th Ave. S. Reconstruct to neighborhood collector standards incl. bike lanes, curbs, gutters and sidewalks. Improve sight distance. Provide pedestrian connection to Marina from 223rd/Cliff. Review potential for 'Urban Stream' concept.	PE RW CN		300	200	500									500
					4000	4000	8000									8000
					0	4300	4200	8500	0	0	0	0	0	0	0	8500
16	S-21.1	South 240th St. Improvements (Segment 1) South 240th Street from: East City Limits to: 20th Ave. S. Reconstruct roadway including two travel lanes, two-way left turn lane, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		200	100	300				300					
					150	50	200								200	
					4800	1200	6000								6000	
					0	5150	1350	6500	0	0	0	300		6200		0
17	PRNIP-S2.0	S. 224th St. Improvements Pacific Ridge NIP S2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway. Complete curb, gutter, and sidewalk improvements.	PE RW CN			113	113	113								
						35	35					35				
						458	458					458				
					0	0	606	606	113	0	0	493		0		0
18	TRAF-8.0	Redondo Area Parking Management Project Redondo Area Installation of parking management system on South 282nd, Redondo Way, and portions of Sound View Dr.	PE RW CN			25	25	25								
						125	125	125								
					0	0	150	150	150	0	0	0	0	0	0	0
19	TRAF-7.0	Redondo Area Street Lights Neighborhood streets in the lower Redondo area from: S. 281st St to: South City Limits Install conduit and street lighting in local road areas currently without lighting	PE RW CN			10	10				10					
						60	60				60					
					0	0	70	70	0	0	70	0	0	0	0	0
20	TIF-20.0	Marine View Dr. ITS Project from: Kent-Des Moines Road to: DMMD Coordinate and optimize signal timing by installing fiber optic signal communications.	PE RW CN			10	10	10								
						110	100	210	210							
					0	110	110	220	220	0	0	0	0	0	0	0
21	S-3.0	S. 200th St. & S. 199th St. Improvements (Segment 1) from: DMMD to: 8th Ave S. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN		100	200	300		300							
					50	50	100									
					1200	600	1800					1800				
					0	1350	850	2200	0	300	100	1800		0		0

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
 Hearing Date: 06/23/22 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 22-033

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042	
				Federal Funds	State Funds	Local Funds	Total Funds							
22	TRAIL-2.0	Barnes Creek Trail - North Segment Following SR 509 Right-of-Way from: S 216th Street to: S 223rd Street Construct shared use path/trail along old SR509 ROW.	PE RW CN	130 2800		50 20 500	50 150 3300				50 150 3300			
				2930	0	570	3500	0	0	0	3500	0		0
23	TRAIL-2.0	Barnes Creek Trail - Central Segment Following SR 509 Right-of-Way from: S 223rd Street to: 16th Ave S Construct shared use path/trail along old SR509 ROW and South side of Kent-Des Moines Road	PE RW CN	85 3460		200 15 540	200 100 4000					200 100 4000		
				3545	0	755	4300	0	0	0	0	4300		0
24	S-24.0	Downtown Des Moines Improvements from: S. 227th/220&223 to: 6th/8th Provide sidewalks 6th Ave. S. & side streets from S.227th to S.220th/8th Ave S (west side) & side streets and alleys from S.227th to S.223rd. May include street & water distribution upgrades. May include S 222nd cul-de-sac roadway improvements.	PE RW CN			700 3500	700 3500 0					700 3500		
				0	0	4200	4200	0	0	0	0	4200		0
25	ITS-1.0	Traffic Management Center (TMC) Citywide/Public Works - Engineering Continue to improve communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program.	PE RW CN			10 50	10 0 50			10 50				
				0	0	60	60	0	0	60	0	0		0
26	TRAF-8.0	Redondo Beach Drive - Seawall Pile Corrosion Project from: S 283rd Street to: Redondo Shores Dr. S Corrosion protection for seawall H-Piles.	PE RW CN			30 300	30 0 300			30		300		
				0	0	330	330	0	0	30	300	0		0
27	S-8.0	Redondo Way Sidewalk Project Redondo Way South from: Redondo Beach Dr. to: East of Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive	PE RW CN			100 1000	100 0 1000				25	75 1000		
				0	0	1100	1100	0	0	0	25	1075		0
28	PL-4.0	Parking Management Plan Highline College Area from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN			100	100 0 0			50	50			
				0	0	100	100	0	0	50	50	0		0

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
 Hearing Date: 06/23/22 Adoption Date: XXX
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Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)							
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042		
				Federal Funds	State Funds	Local Funds	Total Funds								
29	TIF-5.2	Kent-Des Moines Rd. Improvements (Segment 2) (SR 516) from: 24th Ave. S. to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent.	PE RW CN			485 100 1700	485 500 6300				485 500 6300				
				2300	2700	2285	7285	0	0	0	7285	0			0
30	INT-7.0	Pacific Highway S. and S. 240th St. Intersection Improvements from: to: Widen to provide dual left turn pocket for eastbound approach, revise signal timing. Coordinate with the City of Kent.	PE RW CN		500 500 3000	100 500 3000	600 500 3000					600 500 3000			
				0	4000	100	4100	0	0	0	0	4100			0
31	TIF-6.0	16th Ave. S./18th Ave. S. Road Improvement Following along old SR 509 Right-of-Way from: S. 220th St. to: S. 216th St. Construct new neighborhood collector alignment along 16/18th Ave. S.. corridor, incl. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment.	PE RW CN		300 2200	300 500	600 0 2700					600 2700			
				0	2500	800	3300	0	0	0	0	3300			0
32	TRAF.-3.0	Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns.	PE RW CN			200 800	200 0 800	10 40	10 40	10 40	30 120	40 160	100 400		
				0	0	1000	1000	50	50	50	150	200	500		
33	PL-2.0	Downtown Circulation Study from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PE RW CN			100 0 0	100 0 0				100				
				0	0	100	100	0	0	0	100	0			0
34	PL-3.0	Parking Management Plan Downtown from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN			100 0 0	100 0 0				100				
				0	0	100	100	0	0	0	100	0			0
35	S-30.0	Wooten Park Access and Parking Improvements North of Redondo Way South from: Redondo Way South to: South 282nd St Increase parking with a new parking lot east of Wooten Park	PE RW CN			150 1500	150 0 1500				50	100 1500			
				0	0	1650	1650	0	0	0	50	1600			0

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
 Hearing Date: 06/23/22 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 22-033

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042	
				Federal Funds	State Funds	Local Funds	Total Funds							
36	S-1.0	Des Moines Memorial Drive Improvement Des Moines Memorial Drive from: S. 208th St. to: Marine View Drive Install bike lanes, curb, gutter, drainage & sidewalks. Add a lane to approach to Marine View Dr.& left turn pockets where feasible.	PE RW CN		250 200 5000	500 150 2000	750 350 7000						750 350 7000	
				0	5450	2650	8100	0	0	0	0	0	8100	0
37	TIF-11.0	Des Moines Memorial Drive and Marine View Dr. Intersection Improvements from: to: Lengthen approach lanes, coordinate signal with MVD and 7th/216th. Consider possibility of a Round-About.	PE RW CN		100 60 1600	300 40 400	400 100 2000						400 100 2000	
				0	1760	740	2500	0	0	0	0	0	2500	0
38	TIF-18.0	Marine View Dr. and 7th/216th Street Intersection Improvements from: to: Optimize signal timing, and coordinate signal with DMMD and MVD intersection.	PE RW CN			30 270	30 270 0						30 270	
				0	0	300	300	0	0	0	0	0	300	0
39	S-2.1	8th Ave. S. Improvement Project (Segment 1) 8th Avenue South (North Hill) from: North City Limits to: S. 200th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN			700 4000	700 4000 0						700 4000	
				0	0	4700	4700	0	0	0	0	0	4700	0
40	TIF-5.3	Kent-Des Moines Road (Segment 3) (SR 516) from: Marine View Drive to: 16th Ave. South Widen roadway to provide pedestrian facilities and additional lanes where warranted.	PE RW CN		2000	1400 1000 2100	1400 1000 6600						1400 1000 6600	
				2000	2500	4500	9000	0	0	0	0	0	9000	
41	TIF-13.0	Marine View Drive and Kent-Des Moines Road Intersection Improvements from: to: Add a second eastbound through lane through the intersection.	PE RW CN		600	400 500 1000	600 800 1600						600 800 1600	
				600	1900	500	3000	0	0	0	0	0	3000	0
42	TIF-12.0	Marine View Drive and S. 227th St. Intersection Improvements from: to: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection.	PE RW CN			100 500	140 0 560						140 560	
				0	600	100	700	0	0	0	0	0	700	0

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2023 To: 2042
 Hearing Date: 06/23/22 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 22-033

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
				Fund Source				2023	2024	2025	2026-2028	2029-2032	2033-2042	
				Federal Funds	State Funds	Local Funds	Total Funds							
43	TIF-5.1	Kent-Des Moines Road (Segment 1) (SR 516) from: 16th Ave. S. to: 24th Ave. S. Widen roadway to provide pedestrian facilities and center 2-way turn lane where warranted	PE RW CN			700 600 1700	700 600 4700						700 600 4700	
				500	2500	3000	6000	0	0	0	0	0	6000	0
44	PL-1.0	CTP Update from: to:	PE RW CN			480 0 0	480 0 0			400				80
				0	0	480	480	0	0	0	400	0	0	80
45	S-27.0	30th Ave. S. Over-Crossing Bridge Crossing over Kent-Des Moines Road from: to: Construct vehicular or ped/bike bridge over Kent Des Moines Road linking Pacific Ridge with Midway. Coordinate with Kent.	PE RW CN			750 800 6500	750 800 6500							750 800 6500
				0	0	8050	8050	0	0	0	0	0	0	8050
46	S-20.0	Redondo Beach Drive Sidewalk Project Redondo Beach Drive from: S. 281st St to: South City Limits Install sidewalk where missing and make pedestrian improvements.	PE RW CN			100 0 500	100 0 500						100 0 500	
				0	0	600	600	0	0	0	0	0	600	0
47	S-3.0	S. 200th St. & S. 199th St. Improvements (Segment 2) from: 8th Ave S to: 1st Ave. S. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN		100 50 1200	200 50 600	300 100 1800						300 100 1800	
				0	1350	850	2200	0	0	0	0	0	2200	0
48	TIF-7.1	16th Ave. S. Improvement Project (Segment 5a) 16th Avenue South from: S. 272nd St. to: S. 276th Street Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN			140 60 1200	140 100 1800						140 100 1800	
				0	1260	780	2040	0	0	0	0	0	2040	0
49	TIF-4.3	16th Ave. S. Improvement Project (Segment 3) 16th Avenue South from: Kent-Des Moines Rd. to: S. 240th St. Widen to provide center turn lane at apartment driveways south of Kent-Des Moines Road. Provide bus pullouts.	PE RW CN			400 500 1200	400 500 3200						400 500 3200	
				0	2000	2100	4100	0	0	0	0	0	4100	0

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Draft Ordinance 21-064 – National
Pollution Discharge Elimination System (NPDES)
Source Control Best Management Practices

AGENDA OF: June 23, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 15, 2022

ATTACHMENTS:

- 1. Draft Ordinance No. 21-064

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works Thomas Owen

CHIEF OPERATIONS OFFICER: [Signature]

- Legal /s/ TG
- Finance [Signature]
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation:

The purpose of this item is for the City Council to consider Draft Ordinance No. 21-064 (Attachment 1) amending DMMC 11.20.020 and 11.20.070, and adding a new section to Chapter 11.20 of the DMMC, as required by the City’s National Pollution Discharge Elimination System (NPDES) permit. The Ordinance updates the existing inspection program to include Source Control Best Management Practices for potential pollution generating businesses, as required by the Department of Ecology as part of our NPDES Permit.

Suggested Motion

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 21-064 on first reading.”

Motion 2: “I move to pass Draft Ordinance No. 21-064 amending DMMC 11.20.020 and 11.20.070, and adding a new section to Chapter 11.20 of the DMMC, regarding code changes as required by the City’s National Pollution Discharge Elimination System (NPDES) permit.”

Background

On January 17, 2007, the Washington State Department of Ecology (DOE) issued to the City of Des Moines a NPDES Western Washington Phase II Municipal Stormwater Permit which regulates discharges to all waters under the jurisdiction of the United States. This permit requires the City to develop ongoing programs to prevent and prohibit pollutant discharges to the City's stormwater system, surface waters, and ground water.

The City is currently covered under an updated version (August 1, 2019) of the Phase II Municipal Stormwater Permit. As part of a new requirement, the City must adopt an ordinance or other regulatory mechanism by August 1, 2022, requiring the application of source control best management practices (BMPs) for pollutant generating sites associated with certain land uses and activities that are known to have the potential of generating pollution.

Discussion

Under the updated 2019 version of the Phase II Municipal Stormwater Permit a new requirement to achieve permit compliance was added "Source Control from Existing Developments". This requirement calls for the implementation of a program to prevent and reduce pollutants in runoff from areas that discharge to the City's stormwater system and are known to potentially generate pollutants. The following are permit deadlines for the development of this new requirement:

August 1, 2022 – Adopt an ordinance or other regulatory mechanism requiring the application of Source Control BMPs. Additionally, establish an inventory of sites that have the potential to generate pollutants.

January 1, 2023 – Implement an inspection program for sites, and inspect a minimum of 20% of listed sites per year.

The DMMC, within the existing stormwater code, proactively addresses every major source of pollution to the City's stormwater system (construction sites, roads & highways and industrial facilities), with the exception of commercial and retail areas. The existing authority of the code allows for staff to reactively assist with on-going spills, but often this approach is inefficient and too late for preventing pollution from entering the storm system. The proposed stormwater code amendments will allow for proactive assistance with commercial and retail areas to prevent pollution of the stormwater drainage system.

The Draft Ordinance includes three (3) proposed changes to the existing stormwater code. DMMC 11.20.020 and 11.20.070 would be amended to update outdated code references. The Draft Ordinance also proposes to add a new section to DMMC 11.20 for the application of source control best management practices to pollutant generating sites. This new section defines the manner in which source control best management practices are applied and creates the administration of a "Source Control Inventory" in which inspection authority is established. This "Source Control Inventory" is in accordance with the requirements in the Western Washington Phase II Municipal Stormwater Permit. The inspection authority will be delegated to the Public Works Director and will be consistent with the existing inspection procedures under DMMC 11.20.080(5).

The Draft Ordinance No. 21-064 has been reviewed by the Environment Committee at its May 12, 2022 meeting and no changes were proposed.

The intent of the proposed stormwater code amendment is to act proactively in partnership with local businesses, through technical assistance and expertise, to prevent the contamination of the public drainage system, public waterways, and Puget Sound. By adopting the Draft Ordinance, the City will meet the requirements and deadlines of the NPDES permit.

Alternatives

The City Council could elect not to approve the Motion(s), request a second reading of the Motion, direct staff to revise the ordinance, or not pass a Motion to implement source control best management practices, which would risk penalties from the Department of Ecology through the City's NPDES Permit.

Financial Impact

No financial impact at this time.

Recommendation/Conclusion

Staff recommends adoption of the Motion(s).

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CITY ATTORNEY'S FIRST DRAFT 06/23/2022

DRAFT ORDINANCE NO. 21-064

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to preventing pollution to the waters of Des Moines and Puget Sound, amending DMMC 11.20.020 and 11.20.070, and adding a new section to chapter 11.20 DMMC.

WHEREAS, the Federal Clean Water Act of 1972 required the establishment of the National Pollution Discharge Elimination System (NPDES) to regulate discharges to waters under the jurisdiction of the United States, and

WHEREAS, the United States Environment Protection Agency has delegated authority to the Washington State Department of Ecology to administer the NPDES program, and

WHEREAS, the Washington State Department of Ecology issued the NPDES-Western Washington Phase II Municipal Stormwater Permit (Phase II Permit) on January 17, 2007, covering the period of February 16, 2007 to February 15, 2012 and subject to renewal every five years, and

WHEREAS, the City of Des Moines was required to apply for coverage under the Phase II Permit in order to discharge stormwater to the waters of Puget Sound, and

WHEREAS, the City Council enacted Ordinance no. 1463 on August 13, 2009 to bring the City stormwater regulations into compliance with the requirements of the Permit, and

WHEREAS, the Washington State Department of Ecology issued a new Phase II Permit on July 1, 2019, covering the period from August 1, 2019 through July 31, 2024, and

WHEREAS, permittees, including the City of Des Moines, are required to adopt certain regulations by ordinance no later than August 1, 2022 in order to be in compliance with the permit, and

WHEREAS, the provisions of this Ordinance will bring the Des Moines Municipal Code into compliance with the requirements of the Permit and will allow the City to continue to discharge stormwater to the waters of Puget Sound under the Permit, and

WHEREAS, certain references to DMMC sections contained in chapter 11.20 are out of date and need to be updated, and

WHEREAS, the SEPA responsible official reviewed this proposed non-project action and determined that the proposed procedural amendments result in no substantive standards respecting use or modification of the environment and are therefore categorically exempt from threshold determination and EIS requirements in accordance with WA 197-11-800(19) (a) and chapter 16.05 DMMC, and

WHEREAS, the City Council finds that the regulations contained in this Ordinance are appropriate and necessary to protect the public health, safety and the environment; now therefore,

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

Sec. 1. DMMC 11.20.020 and section 2(2) of Ordinance No. 1463 is amended to read as follows:

Definitions.

(1) Use of Words and Phrases. As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Best management practices" means physical, structural, and/or managerial practices that, when used singly or in combination, prevent or reduce water pollution. Best management practices are listed and described in the King County Stormwater Pollution Prevention Manual, as adopted by reference in ~~chapter 11.24~~DMMC 11.08.060, and King County Surface Water Design Manual as previously adopted in DMMC ~~18.86.330~~11.08.060 and supplemented in ~~chapter 11.28~~DMMC 11.08.070.

...

Sec. 2. DMMC 11.20.070 and section 2(7) of Ordinance No. 1463 is amended to read as follows:

Requirement to prevent, control, and reduce storm water contamination by use of best management practices.

(1) Compliance with this chapter shall be achieved through the use of the best management practices in accordance with the King County "Stormwater Pollution Prevention Manual," as adopted by reference in ~~chapter 11.24~~ DMMC 11.08.060. Any owner/operator responsible for premises which are found to be the source of an illicit discharge will be required to implement, at owner/operator's expense, the structural and nonstructural best management practices as specified in the manual to prevent the further discharge of contaminants to the municipal storm water system, ground waters, surface waters, or Puget Sound.

(2) Technical Assistance. The city of Des Moines surface water management division will provide, upon reasonable request, available technical assistance materials and information.

(3) In applying the Stormwater Pollution Prevention Manual to prohibited discharges from single-family residential activities, the director shall use public education and warnings as the primary method of gaining compliance with this chapter and shall not use citations, notice and orders, assessment of civil penalties and fines, or other compliance actions as authorized in this chapter, unless the director determines:

(a) The discharge from a normal single-family residential activity, whether singly or in combination with other discharges, is causing a significant contribution of contaminants to surface and storm water or ground water; or

(b) The discharge from a normal single-family residential activity poses a hazard to the public health, safety or welfare, endangers any property or adversely affects the safety and operation of city rights-of-way, utilities or other publicly owned or maintained property.

(4) Persons implementing best management practices through another federal, state or local program will not be required to implement the best management practices prescribed in the Stormwater Pollution Prevention Manual, unless the director determines the alternative best management practices are ineffective at reducing the discharge of contaminants. If the other

program requires the development of a storm water pollution prevention plan or other best management practices plan, the person shall make the plan available to the city upon request.

Sec. 3. New Section. A new section is added to Chapter 11.20 to read as follows:

Application of source control best management practices to pollutant generating sources.

(1) Any person responsible for land uses and/or activities which generate pollutants will be required to implement, at that person's expense, best management practices ("BMPs") to prevent the further discharge of pollutants to the municipal storm water system, ground waters, surface waters, or Puget Sound.

(a) Applicable operational source control BMPs shall be required for all pollutant generating sources.

(b) Structural source control BMPs, or treatment BMPs/facilities, or both, shall be required for pollutant generating sources if operational source control BMPs do not prevent illicit discharges or violations of surface water, groundwater, or sediment management standards because of inadequate stormwater controls.

(c) In cases where the King County Stormwater Pollution Prevention Manual, as adopted by reference in DMMC 11.08.060, lacks guidance for a specific source of pollutants, the Director shall work with the responsible person to implement or adapt BMPs based on the best professional judgement of the Director.

(2) Administration.

(a) The Director shall develop and implement a "Source Control Inventory" which identifies potential pollutant-generating sources that discharge to the municipal storm water system, ground waters, surface waters, or Puget Sound. The inventory shall include, but not be limited to, businesses and/or activities identified in the Western Washington Phase II Municipal Stormwater Permit as potential outdoor pollutant-generating sources.

(b) The Director shall develop and implement a program and procedures for the regular inspection of all potential pollutant-generating sources included in the Source Control Inventory described in subsection (2)(a) of this section. The program shall be administered consistent with the administrative provisions contained in DMMC 12.20.080(5).

Sec. 4. 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. 5. 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 _____, 2022 and signed in authentication thereof this ____ day of _____, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Ordinance No. ____
Page 6 of 6

Effective Date: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Passenger Ferry Pilot Test
Implementation

FOR AGENDA OF: June 23, 2022

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: June 15, 2022

1. Operating Agreement with Puget Sound Enterprises
2. Consulting Agreement with Maritime Consulting Partners
3. Budget

CLEARANCES:

- Community Development _____
- Marina *SW*
- Parks, Recreation & Senior Services _____
- Public Works _____

CHIEF OPERATIONS OFFICER: _____

- Legal /s/ TG
- Finance *MM 28*
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Michael Vico*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to review and approve the agreements that will enable the City to implement a passenger ferry pilot program for two months this summer. The Council has previously been briefed on the program and authorized administration to negotiate these agreements.

Suggested Motion

Motion 1: “I move to approve the Operating Agreement with Puget Sound Enterprises to operate the passenger ferry pilot program in an amount not to exceed \$200,000, and authorize the City Manager to sign the Agreement substantially in the form as attached.

Motion 2: “I move to approve the Consulting Agreement with Maritime Consulting Partners in an amount not to exceed \$90,000, and authorize the City Manager to sign the Agreement substantially in the form as attached.”

Background

A passenger ferry system has long been considered as a project of potential value for our City. Recent events, including multi-modal transportation demands, prospects for Marina redevelopment and sustainable options to reduce environmental impacts of vehicular traffic have all created an opportunity to move forward with passenger ferry service.

The City Council has been briefed a number of times as this project developed. Most recently, on April 14, 2022, the City Council authorized the City Manager to negotiate contracts in an amount not to exceed \$975,000 in order to implement this pilot project.

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), opportunities to pursue passenger ferry service, initially linking Des Moines and the Seattle waterfront have arisen.

Last September (2021), the City sponsored a maiden voyage round trip between Des Moines Marina and Pier 57 in Seattle. The trip was very positively received by those in attendance and the public. We now are recommending the next step in this process. Initiating a pilot beta test passenger ferry service for this summer, with a start date in early August and end date in early October. At the conclusion of this trial period, staff working with our consultants, will compile a report to City Council that will summarize the pilot study and offer City Council options related to future service.

As part of the process in reviewing passenger ferry options, the City commissioned a statistically valid demand study which surveyed residents regionally. The results were provided to City Council and were posted on the website. The study results were very positive in terms of regional demand and respondents having a positive view of passenger ferry service in Des Moines, including City residents and regional interests.

Alternatives

The alternative is to not move forward with a pilot passenger ferry service trial for Des Moines.

Financial Impact

In order to implement this pilot program, City administration requested an allocation not to exceed \$975,000. After negotiating the required agreements, the anticipated costs for this pilot program are much lower. 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. The budget is included in Attachment 3.

In the future, if City Council wants to proceed with passenger ferry service beyond this beta test, 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 2022.

VESSEL OPERATING AGREEMENT

Between

City of Des Moines

and

Puget Sound Express, Inc.

May 25, 2022

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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 Puget Sound Express (Operator) for operation of the Des Moines Ferry 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 Ferry Services at the conclusion of Ferry 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 Ferry Service, its docks, landings, grounds, and real property as identified in Annex “A” attached hereto. Facilities does not include the Vessel(s).

“Ferry Service” means the Des Moines Ferry 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 Ferry Service.

“Mobilization Expenses” means all expenditures or obligations of whatever kind or nature, incurred by the Operator to bring the Ferry 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 Ferry Service. Operating Expenses begin with the commencement of scheduled Ferry 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 Ferry 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.

“Owners” means the City of Des Moines.

“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 Ferry 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 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 Ferry Service and Vessel(s) on the Owner’s behalf.

3. Term of Agreement

This Agreement shall commence as of August 10, 2022, and continue and remain in full force until October 9, 2022 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. The provision of such Crew Management services 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 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 Ferry 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.

(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.

(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.

15. Operating Fee and Operating Expenses

(a) The Owner shall pay to the Operator an Operating Fee of \$87,000 per month for 2 months (August 10 – October 9) for the service called out under this Agreement. Payments shall be paid by the 15th day of the month in question. Upon signature of the Operator on this Agreement, Owner will make a deposit payment of \$30,000 to be credited toward first month's operating fee.

(b) The Owner shall pay for fuel directly.

(c) The Owner shall reimburse the Operator for moorage in Seattle.

(d) Additional operations outside of the official schedule (Annex "C") may be negotiated separately from this agreement.

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 August 15, 2022, or two weeks after start of charter.

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

(e) The mark-up on moorage is 5%.

(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 receipt of the Deposit Payment and 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 Ferry 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 2c(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

Christopher Hanke
Operations Manager
227 Jackson Street
Port Townsend WA, 98368

(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

Puget Sound Express, INC.

Dated _____

Dated _____

APPROVED AS TO FORM:

City Attorney

ANNEX A - Facilities

Landings

Des Moines Marina

Bell Harbor Marina

* Operator to enter into a landing and moorage agreement with the Port of Seattle.

ANNEX B - Vessel(s)

Chilkat Express

Official Number	1110737
Pax Capacity	63
Length:	63 Ft
Breadth:	20 Ft
Depth:	3 Ft
Tonnage:	Gross: 35 GRT
Built:	2001
Manufacturer:	All American Marine
Hull:	Aluminum
Propulsion:	Water-jet
Engines:	Caterpillar 3406 E (2)
Horsepower:	800 each

ANNEX C - Schedule

Wednesday through Sunday

4 round-trips per day (estimated times are):

Depart Des Moines	Depart Seattle
10:00 am	11:00 am
12:00 pm	1:00 pm
2:00 pm	3:00 pm
4:00 pm	5:00 pm

*Crew on at 9:00 am

* Crew off at 7:00 pm

10-hour work day

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:

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.

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June 15, 2022

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 #3: Ferry 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

As a follow-on to the Project Scoping and Reconnaissance Report and Ferry Operations Plan, Maritime Consulting Partners (MCP) proposes to provide the following services under Task Order #3.

Owner's Representation including Ferry Operations Management.

I. Project Management, Management Systems and Reporting

Management of mobilization activities to include:

- Submission of WA Utilities and Transportation Commission (UTC) notifications
- Submission of US Coast Guard notifications
- Coordination of installations of docks, ramps, and gangways at Des Moines and Bell Harbor Marinas
- Set-up and testing of fare payment system
- Set-up and testing of rider alert system
- Observation of route proving and operational testing
- Coordination of security systems
- Coordination of signage and customer queuing strategy
- Development of emergency procedures

II. Operations Management and Vessel Oversight

Provide ferry operations management to include:

- Interface between the vessel crew and City of Des Moines
- Monitoring of contract compliance
- Monitoring of customer service standards
- Monitoring of fair collection and reconciliation
- Interface with the Port of Seattle (for use of Bell Harbor Marina)
- Collection and tracking of performance metrics
- Operation of rider alert system



- Tracking and resolution of customer service issues
- Tracking of fuel usage and other reimbursable expenses items
- Monitoring and advising on marketing and social media activities
- Interface with regulatory agencies on behalf of Des Moines
- Completion of regular budget tracking and reporting
- Function as incident commander in case of emergency activities / operations

III. Demobilization and Reporting

Project demobilization and reporting to include:

- Coordination of all dock and gangway removals at City of Des Moines and Bell Harbor Marinas
- Final reconciliation of all projects costs (mobilization, operations, and demobilization)
- Collection and analysis of performance metrics
- Development and submittal of Pilot Project Summary Report

DELIVERABLES

The deliverables for Task Order #3 are:

- Owner's representation services including ferry operations and management (described above)
- Submission of Pilot Project Summary Report

SCHEDULE

- Mobilization: On or about July 11 – August 9, 2022
- Operations: August 10 – October 9, 2022
- Demobilization: October 10 – October 14, 2022

COST AND TERMS

This is a fixed fee agreement.

Consulting

Mobilization:	\$23,000
Operations:	\$47,840
Project Report:	\$9,200

Expenses

Expenses for travel and third party professional services will be billed at cost plus 10%, not to exceed a total of \$4,500.

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



Progress Payments

Progress invoices shall be submitted on a bi-weekly basis.

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.

6/15/22

Proposal approved by:

(Signature)

(Name and Title)

(Date)

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Summary Page

Attachment #3

Des Moines

PROJECT ESTIMATE

1 Vessel - 2 Month Ops

as of:

6/3/2022

Operating Days 43

Mobilization

MCP Project Management		\$	18,400.00
MCP Management Systems and Reporting		\$	4,600.00
Set up ticketing system		\$	2,500.00
Dock and gangway modifications		\$	25,000.00
Insurance rider for dock liability		\$	9,500.00
Related expenses for travel and meetings		\$	550.00
		\$	<u>60,550.00</u>

Operations

MCP Operations Management and Vessel Oversight	920	\$	47,840.00
Time Charter (less fuel) - PSE	87,000	2 \$	174,000.00
Fuel		0 \$	93,600.00
Moorage	167	2 \$	14,473.33
		\$	<u>329,913.33</u>

Marketing

Marketing Plan		\$	4,600.00
Branding		\$	2,500.00
Web page linked to City site		\$	10,000.00
Printing and signage		\$	3,500.00
Marketing Activities		\$	50,000.00
		\$	<u>70,600.00</u>

Project Report

MCP Professional Services	9200	\$	9,200.00
		\$	<u>9,200.00</u>

PROJECT SUMMARY

Mobilization		\$	60,550.00
Operations		\$	329,913.33
Marketing		\$	70,600.00
Project Report		\$	9,200.00
Project Expense Total		\$	<u>470,263.33</u>

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