

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, October 27, 2022 - 6:00 PM**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

- Item 1. [10.27.2022 Correspondence](#)

COMMENTS FROM THE PUBLIC

- Item 1. [Public Comment 10.27.2022](#)

CITY MANAGER REPORT

- Item 1. AMY COOK THOMAS - BURNING BOAT EVENT
[Burning Boat Festival](#)
- Item 2. QUARTERDECK

CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers through October 20th, 2022 and the payroll transfers through October 20th, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	7371 to 7432	\$ 342,094.01
Wires	#	2061 to 2064	\$ 103,787.02
Payroll Checks	#	19592 to 19596	\$ 11,226.32
Accounts Payable Checks	#	164390 to 164426	\$ 111,875.98
Payroll Direct Deposit	#	3063 to 3222	\$ 405,334.78
Unclaimed Property Checks	#	See Report	\$ (2,775.35)

Total Checks and Wires for A/P and Payroll: \$ 971,542.76

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

Motion is to approve the October 6, 2022 Regular Council meeting minutes.

[Approval of Minutes](#)

Item 3. SMALL BUSINESS SATURDAY PROCLAMATION

Motion is to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.

[Small Business Saturday Proclamation](#)

Item 4. QUARTERDECK CHANGE OF OWNERSHIP AND LEASE AGREEMENT

Motion is to approve the lease agreement with Nourishmints, LLC for the Quarterdeck, and authorize the City Manager to sign the agreement substantially in the form as attached as well as to take the necessary steps to terminate the existing lease with DM Harborside.

[Quarterdeck Change of Ownership and Lease Agreement](#)

NEW BUSINESS

Item 1. Draft Ordinance No. 22-058

[Presentation Draft Ord 22-058](#)

[Draft Ordinance No. 22-058](#)

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

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1. 2023 PRELIMINARY ANNUAL BUDGET

- Staff Presentation by Finance Director Beth Anne Wroe

[2023 Preliminary Annual Budget](#)

[October 27.2022 Budget](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

November 17, 2022 City Council Regular Meeting

ADJOURNMENT

Des Moines City Council Meeting: October 27, 2022

Comments from Bill Bishop

SUBJECT: Construction of a Hotel in the North Marina Parking Lot

To Mayor Mahoney and Council Members:

My name is Bill Bishop and my wife, Darlene, and I have owned a home in Des Moines for the past 5 years. I live in a condominium adjacent to the Marina North Parking Lot. Before that, we lived in Normandy Park for over 30 years and during that time, our family often used the Marina sling to launch our small boat and later, we moored a larger boat on "L" Dock. I think I know the Marina neighborhood pretty well and I believe that the construction of a hotel in the North Parking Lot is not the best use of that property for the benefit of the residents and taxpayers of the City of Des Moines.

The proposed hotel structure raises a whole range of questions for the City and will interfere with what I have observed to be a whole host of recreational activities enjoyed by people who visit the Marina. To be sure, many of our visitors are not residents of our City, but many of them are residents and they deserve to be heard.

1. Development Considerations for the City

Beyond the impact on different ways people are enjoying the Marina (described below), there are some major considerations for the City Council to consider in moving forward with this project.

- a. If there is still any thought being given to selling part of the Marina to a developer, I think you should reconsider. This property is way too valuable and unique to hand it over to a developer. The citizens of Des Moines will never get it back.
- b. Will the City have to reimburse the State or the federal government for the recently constructed improvements to the seawall, parking lot and restroom if a hotel is constructed?

- c. What is the expected “net” revenue/(loss) to the City from a hotel? After all the development costs are factored in, will the City receive a financial benefit and how does that compare to the recreational opportunities that will be lost to the Des Moines residents.
- d. Should the City conduct neighborhood and citizen polling in addition to holding public meetings in order to find out how our citizens feel about this project?
- e. Has the City considered the hotel project in light of the stated Policies and Goals of the City’s Shoreline Master Plan (“SMP”), Section 3.2.1, which states that a **Goal** of the SMP is to:

“Preserve or develop shorelines in a manner that assures a balance of shoreline uses with minimal adverse effect on the quality of life, water and the environment....”

and that one of the Policies of the SMP, intended to accomplish those Goals is:

“4. Minimize sprawl and inefficient use of shoreline areas by locating new commercial development where other commercial development already exists, limiting non-water oriented uses to locations away from the shoreline.” [underlining supplied]

2. How will the construction of a hotel affect the Quality of Life in our City

Numerous Public Activities in the Marina will be affected by a hotel.

There will be a loss of Parking for patrons of the summer and fall Farmers Market, for tenants who moor their boats here, for people who enjoy the public pier and for guest of events at the Marina Park. If a hotel is constructed, the hotel guests will presumably park their vehicles in the projected parking garage. If they are in the new garage, there will very probably be a net loss of parking resulting from the hotel.

What happens to the visitors who come to see the fireworks display and normally stand right in the very location of the new hotel. How will the Waterland events and related activities like open-air concerts be impacted?

Families spend a lot of time in the Marina and at the Marina Park next door. Even more families spend time here because they needed a distraction

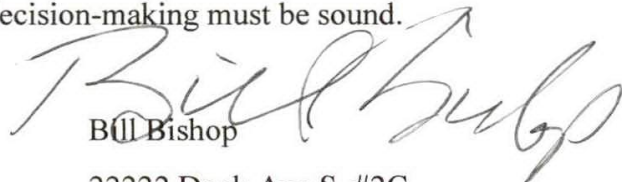
during the Covid restrictions and they still come even after those restrictions have been lifted. Adults, young and old as well as seniors from the local retirement communities (Buses from Wesley and Judson Park) spend a lot of time at the Marina Park and the areas in and around the Harbormaster's building, shopping at the Farmers' Market, playing on the beach, riding bicycles, flying kites, watching wind surfers and a whole host of other activities that might be restricted if a hotel is constructed right in the midst of the parking Lot.

Access to the Public Pier for the fisherman who are catching salmon, crab and squid. They will lose parking and potentially be subjected to regulation of their hours of use. Will the hotel operator be willing to tolerate this activity in close proximity to its facility?

Wedding parties and high school kids going to proms and homecoming dances, often pose for photos in and around all areas of the "boardwalk" and the pier and the north seawall+ and how likely are they going to do this when a hotel is built just a few feet away?

And how about all the other users be impacted like the dog walkers, joggers, runners and people who like to sit in their car and eat their lunch or enjoy the sunset. These folks have the rare opportunity to enjoy the waterfront and it will not be the same for them if a hotel is planted right in the heart of the Marina.

Thank you for allowing me to share my thoughts. I hope that some of my ideas may give you a reason to reconsider this project or at least give it further analysis, before making an irreversible choice. The public will be substantially impacted by what you do and consequently, your decision-making must be sound.



Bill Bishop

22222 Dock Ave S, #2C

Des Moines, WA 98198

Email: 45471bishop@gmail.com

Talking Points on Marina Development

As I cannot attend the 27 Oct meeting due to recovery from surgery, I am emailing this missive for your information and action.

The quiet ambiance of the Des Moines Marina will be destroyed by continuing to add projects like a hotel and parking structure. It is understood that the proposed hotel will consume a large part of the north end parking lot and could overlay the efforts of the on-going project.

As a property owner on the marina, I could center on encroachment of view and decreasing property values. However, the scope of these projects has a much wider impact. I hope the Council has documented the vital steps for evaluating these proposals. These include a feasibility study including all interested parties, cost /benefit analysis to include sources of funding, environmental impact statement, and engineering analysis of impact on the marina from construction, and transportation study. All HOAs that abut the marina must have a copy of these documents as well as other correspondence concerning this project so that they can fully understand the scope of the project and the cost to the taxpayer.

By lessening the footprint of the marina parking lot, the access by fishermen on the dock, the effect on the summer farmer's market, boat owners, and visitors to the adjacent park – which has limited parking - will be dramatic. As the parking lot approaches the shoreline, our wildlife will be affected as the fowl approach path is directly over the parking lot.

With the addition of a hospitality business, logistical supply traffic and maintenance service calls will dramatically increase as well as parking requirements for employees. This location does not have a street

pattern that readily supports an increase in traffic. In addition, there is only one entrance egress point which presents an emergency evacuation and first responder safety issue. A hotel with a roof top bar will certainly increase noise pollution and quiet hours will be resisted by hotel management. There are always unintended consequences in any project. For instance: can the current sewer system, water, power, and gas systems require upgrade to accommodate new construction and what is the estimated cost?

Some how the 'quiet' community of the marina has become a 'development' community. If the chāngē is a result of a city-wide survey, then it is a false flag. I would never pretend to speak for other HOA but would defer to their desires. I find little or no support for this project by Marina HOAs. I will address other proposed projects later.

As to the council meeting on the 20th of Oct, there are several points that need addressing. A display ask for 'which project do you like' did NOT allow for a NONE answer. This is an old ploy - See how many want X!! It was noted that a large dollar check was issued to an architect for design. This is putting the cart before the horse. It was noted that several members were unaware of this action. There needs to be a formal vote on these projects specifically and that vote result with councilor names be documented in the council minutes. It is only fair that we receive transparency of actions by the council/mayoral decisions. As soon as I am ambulatory, I shall attend council meeting to ensure our questions are answered – not be reassured.

J. Michael Rhoads

22222 Dock Ave S, Apt 2A

Des Moines

From: [Alice Dean DiMascio](#)
To: [CityCouncil](#)
Subject: Marina Redevelopment
Date: Monday, October 24, 2022 11:23:52 AM

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

We think that a Marina Planning Commission should be created whose members represent various stakeholders in the community. City Council has shown that it is unable to reasonably consider what is useful and feasible for the residents of the city by proposing a garage and a 90 room hotel whose location moves on a whim and is now to be built where the million dollar restrooms are still being completed. A garage is a waste of space and money since there is available parking in the south lot and the proposed steps/ramp will enable more people to access the marina by means other than a vehicle.

Alice and Dean DiMascio
22222 Dock Ave. S
Des Moines, WA 98198

Get [Outlook for iOS](#)

We have recently learned that the Quarterdeck has been sold to a new owner and that the lease is up for renewal. We have no issue with the renewal with the following caveats. First the footprint of the establishment must not expand to include tented structures or 'temporary coverings'. Second there must be established noise limits. There have been multiple complaints concerning noise levels. Additionally, there must be an entertainment cut off time – ie: 9PM. Your attention to these limits is appreciated by the citizens living in the Marina neighborhood.

Please provide feedback for the Marina Redevelopment Community Meeting on
September 27, 2022

10-24-2022

I am opposed to having a Hotel at
the Marina.

Reason: I believe many Des Moines
Residents will not continue coming
to the Marina for daily walks and/or
will not support our local restaurants
after a Hotel is built. They may choose
to go to Redondo for their walks.

Traffic and parking for a Hotel
would change the purpose and look
for our Beautiful Marina.

For Hotels to be successful, they rely
on organizations holding meetings/celebrations
at their facility. These meetings would
bring more traffic to our area and
possibly more noise.

Thank you,
Tina Rice
Des Moines Mariner 3A



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

October 27, 2022

NAME (PLEASE PRINT)	CITY YOU LIVE IN	TOPIC	PHONE/E-MAIL ADDRESS
✓ Bill Bishop	Des Moines	Quarterdeck Marina Development	45471 bishop@gmail.com (206) 429-2880
✓ SHARY FRANKFURTER	DES MOINES	N. PARKING LOT	SHARY FRANKFURTER@GMAIL.COM 206-941-4909
CHRIS TOLLEFSON	" "	MARINA DEVELOPMENT	CHRIS.TOLLEFSON@YAHOO.NET
Brad Chaney	Kearney	Burning Rock Festival	206-697-6114
Amy Cook-Thomas	Tacoma	"	206-300-2092
✓ Jennifer Johnson	Federal Way	resignation	206-909-0453



Des Moines

BURNING BOAT FESTIVAL

Des Moines Beach Park

NEW YEARS EVE

Donate and Buy Tickets at
GiveButter.com/BurningBoatFestival

A benefit for mental health services
and substance use disorder services.

CITY OF DES MOINES
Voucher Certification Approval

October 27, 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 **October 27, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through October 20th, 2022 and payroll transfers through October 20, 2022 included in the attached list and further described as follows:

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

Beth Anne Wroe

Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
EFT Vendor Payments	7371	7432	342,094.01
Electronic Wires	2061	2064	103,787.02
Unclaimed Property Checks	See Report		(2,775.35)
Accounts Payable Checks	164390	164426	111,875.98
Total claims paid			554,981.66

Payroll Vouchers						
Payroll Checks	10/20/2022		19592		19596	11,226.32
Direct Deposit			3063		3222	405,334.78
Total Paychecks/Direct Deposits paid						416,561.10
Total checks and wires for A/P & Payroll						971,542.76

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MINUTES

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

Thursday, October 6, 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 Deputy Mayor Traci Buxton.

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; Assistant City Attorney Matt Hutchins; Executive Director of Marina Redevelopment Dan Brewer; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Building Official Dan Hopp; GIS Analyst/Addressing Max Mousseau; City Clerk Taria Keane; and Senior Planner Jason Woycke

CORRESPONDENCE

There were no correspondence.

COMMENTS FROM THE PUBLIC

- Sarah Tuttle, Lighthouse Domestic Violence
- Becky Hanks, Marina Redevelopment
- Melanie Barlow, Handicap Sidewalk Concern
- Rick Johnson, Graffiti

[Public Comment](#)

CITY MANAGER REPORT

- Building Official Dan Hopp along with GIS Analyst Max Mousseau presented the idea of naming the Alley from 222nd to 227th Streets behind the Des Moines Theater.

Direction/Action

Motion made by Councilmember Jeremy Nutting to move forward in the naming of the Alley with the Community input and bring back to Council; seconded by Councilmember Vic Pennington.
Motion passed 7-0.

- City Manager Michael Matthias gave Council a background on Consent Calendar Item #6.
- Executive Director of SCORE Devon Schrum gave Council a PowerPoint Presentation update on SCORE Jail.
- City Manager Michael Matthias gave Council an update on the 2023 Budget Process.
- City Manager Michael Matthias gave Council an update on the Marina Redevelopment Community Meeting.
- City Manager Michael Matthias gave Council a background on Consent Calendar Item #3.

[DowntownAlley](#)
[SCORE Update Des Moines 2022](#)

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers through September 22, 2022 and the payroll transfers through September 20, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	7254 to 7306	\$ 1,447,832.92
Voided EFT	#	7277 to 7277	\$ (8,250.00)
Electronic Wires	#	2044 to 2050	\$ 298,902.06
Accounts Payable Checks	#	164329 to 164353	\$ 178,925.10
Voided Checks	#	164322	\$ (1,052.80)

Regular Meeting Minutes
October 6, 2022

Payroll Checks 08/31/2022	#	19547 to 19548	\$	8,528.91
Payroll Direct Deposit 08/31/2022	#	2569 to 2570	\$	0.00
Payroll Checks 09/20/2022	#	19549 to 19553	\$	7,206.58
Payroll Direct Deposit 09/20/2022	#	2741 to 2894	\$	400,872.19
Payroll Checks 09/21/2022	#	19554	\$	719.27
Payroll Direct Deposit 09/21/2022	#	2895 to 2900	\$	12,707.95

Total Checks and Wires for A/P and Payroll: \$ 2,346,392.18

Item 2: APPROVAL OF MINUTES

Motion is to approve the August 4, August 25, 2022 Regular Council meeting minutes and September 8, 2022 Study Session meeting minutes.

Item 3: LUA2019-0063 SHIFERAW MODIFIED SHORT SUBDIVISION
PRELIMINARY APPROVAL CONCURRENCE

Motion is to concur with City staff preliminary approval of Shiferaw Modified Short Subdivision, City File No. LUA2019-0063.

Item 4: 24TH AVE S. IMPROVEMENT PROJECT, ON-CALL GENERAL CIVIL
ENGINEERING TASK ASSIGNMENT WITH PARAMETRIX

Motion is to approve 2020-2021 On-Call General Civil Engineering Task Assignment 2020-01.03 with Parametrix Inc., to provide engineering services for the 24th Ave S Improvements Project, Kent-Des Moines Rd. to S. 223rd St., in the amount of \$84,235.84, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Item 5: REDONDO BOAT RAMP BOARDING FLOATS - REQUEST TO
REJECT BIDS

Motion to reject the bids received for the Redondo Boat Ramp Boarding Floats Project.

Item 6: SOUTH 216TH STREET PEDESTRIAN BRIDGE EASEMENT TO
WESLEY HOMES DES MOINES

Motion to approve the Pedestrian Bridge Easement Agreement with Wesley Homes Des Moines, LLC and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Direction/Action

Regular Meeting Minutes
October 6, 2022

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

Councilmember Harry Steinmetz pulled Consent Calendar Item #6

Councilmember JC Harris pulled Consent Calendar Item #5

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #5.

Motion made by Councilmember Jeremy Nutting to approve the Consent Calendar Item #5 as presented; seconded by Councilmember Vic Pennington.
Motion passed 7-0.

Council discussed Consent Calendar Item #6.

Motion made by Councilmember Harry Steinmetz to approve the Consent Calendar Item #6 as presented; seconded by Councilmember Jeremy Nutting.
Motion passed 6-1.

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

Against: Councilmember JC Harris.

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

There were no new items for future consideration.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JC HARRIS

- Marina Redevelopment Community Meeting
- Commission of the Port of Seattle Budget Study Session
- Community Listening Meeting

Regular Meeting Minutes
October 6, 2022

COUNCILMEMBER VIC PENNINGTON

- Public Safety/Emergency Management Committee Meeting
- Des Moines Farmers Market

COUNCILMEMBER HARRY STEINMETZ

- Public Safety/Emergency Management Committee Meeting
- Des Moines Farmers Market

COUNCILMEMBER GENE ACHZIGER

- Marina Redevelopment Community Meeting

COUNCILMEMBER JEREMY NUTTING

- Passenger Ferry

DEPUTY MAYOR TRACI BUXTON

- Attended 23 engagement with colleagues, staff, citizens, boards and committees
- Celebration for Ezra Nehemiah Taylor
- AD-HOC Committee Council Rules Committee
- Public Safety/Emergency Management Committee Meeting
- Domestic Violence 5K Run
- Des Moines Trick or Treat Path

PRESIDING OFFICER'S REPORT

- Celebration for Ezra Nehemiah Taylor
- Marina Redevelopment Community Meeting
- Highline Forum
- Seattle Southside Mayor's Reception
- SR3 Fundraiser
- Mount Rainier High School and Federal Way High School Football Game

NEXT MEETING DATE

October 20, 2022 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Regular Meeting Minutes
October 6, 2022

Motion made by Councilmember Jeremy Nutting to adjourn; seconded by Councilmember Harry Steinmetz.
Motion passed 7-0.

The meeting adjourned at 7:42 p.m.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Small Business Saturday Proclamation

FOR AGENDA OF: October 27, 2022

ATTACHMENTS:

1. Proclamation

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: October 19, 2022

CLEARANCES:

- ☒ [X] City Clerk 
- ☐ [] Community Development _____
- ☐ [] Courts _____
- ☐ [] Director of Marina Redevelopment _____
- ☐ [] Emergency Management _____
- ☐ [] Finance _____
- ☐ [] Human Resources _____
- ☐ [] Legal _____
- ☐ [] Marina _____
- ☐ [] Police _____
- ☐ [] Parks, Recreation & Senior Services _____
- ☐ [] Public Works _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recognize the November 26, 2022 as Small Business Saturday.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday."

Background

Small Business Saturday was created in 2010 in response to small business owners' most pressing need, more customers. Falling between Black Friday and Cyber Monday, it's a day to support the local businesses that create jobs, boost the economy and preserve the neighborhoods around the country. It has since become a well-known, celebrated event on the nation's calendar with support from elected officials and public and private organizations.

Discussion

None:

Alternatives

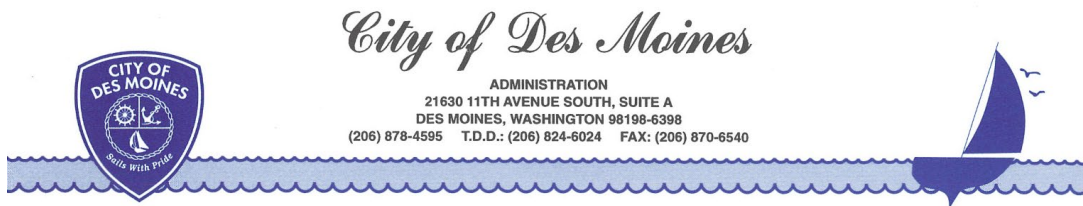
None provided.

Financial Impact

No financial impact.

Recommendation

Administration supports Council approving the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.



Proclamation

WHEREAS, according to the United States Small Business Administration, there are currently 32.5 million small businesses in the United States; and

WHEREAS, small businesses employ 46.8 percent of the employees in the private sector in the United States; and

WHEREAS, 79% of consumers in the United States value the contributions small businesses make in their community; and

WHEREAS, 96% of consumers who plan to shop on Small Business Saturday® said the day inspires them to go to small, independently-owned retailers or restaurants that they have not been to before, or would not have otherwise tried; and

WHEREAS, 92% of companies planning promotions on Small Business Saturday said the day helps their business stand out during the busy holiday shopping season; and

WHEREAS, 59% of small business owners said Small Business Saturday contributes significantly to their holiday sales each year; and

WHEREAS, Des Moines supports our local businesses that create jobs, boost our local economy and preserve our neighborhoods; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS the Saturday after Thanksgiving as

SMALL BUSINESS SATURDAY

AND urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and throughout the year.

SIGNED this 27th Day of October, 2022

Matt Mahoney, Mayor

The Waterland City

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Quarterdeck Change of Ownership
and Lease Agreement

FOR AGENDA OF: October 27, 2022

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

1. Lease Agreement
2. Nourishmints Letter
3. Ken Rogers Letter

DATE SUBMITTED: October 20, 2022

CLEARANCES:

- ☐ City Clerk _____
- ☐ Community Development _____
- ☐ Courts _____
- ☒ Director of Marina Redevelopment [Signature]
- ☐ Emergency Management _____
- ☒ Finance [Signature]
- ☐ Human Resources _____
- ☒ Legal /s/ TG
- ☒ Marina [Signature]
- ☐ Police _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider a lease agreement with Nourishmints, LLC for the Quarterdeck located on City property in the Des Moines Marina. Approval of this item would allow the sale of the business from DM Harborside to Nourishmints, LLC. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the lease agreement with Nourishmints, LLC for the Quarterdeck, and authorize the City Manager to sign the agreement substantially in the form as attached as well as to take the necessary steps to terminate the existing lease with DM Harborside."

Background

The Quarterdeck is located on City property in the Des Moines Marina. It has been a popular attraction for residents and visitors since it's opening in 2018. The founder and current owner, Ken Rogers, has informed the City he is seeking to sell the business. The City Council, as the landlord of the property where the Quarterdeck is located, has the authority to approve or deny any transfer of ownership. In addition to seeking approval of a transfer of ownership, the potential new owner is seeking a lease extension.

City staff met with the potential new owner (Mackenzie Meyers dba Nourishmints LLC) and reviewed her business plan. Additionally, Ms. Meyers attended the most recent Economic Development Committee meeting and the Municipal Facilities Committee meeting where this item was discussed. Ms. Meyers is currently the Manager of the Quarterdeck and it is anticipated this change in ownership will not materially affect the Quarterdeck operations.

Discussion

Rather than assigning the existing lease, staff met with Ken Rogers and Mackenzie Meyers who proposed to terminate the existing lease and sign a new lease with the potential new owner. This was communicated to both the Economic Development Committee and the Municipal Facilities Committee at their latest committee meetings. A lease agreement has been drafted that substantially mirrors the existing lease with DM Harborside and includes the following terms:

1. Term: The initial term is for 5 years, with mutual option to extend an additional 5 years subject to City confirmation all terms of the lease agreement have been satisfactorily met.
2. Rent: The proposed rent at this time is to remain consistent with the previous rent. The current rent is \$381 per month with an annual increase based on CPI.
3. Premises: Exhibit A to the lease agreement shows the existing footprint. The leased area is the footprint of the building, deck and accessories. The outdoor seating area is open to the public and is therefore not included in the lease area.
4. The remainder of the terms will remain substantially similar or identical to the previous lease with Ken Rogers. These include requirements for high quality service, restrictions on uses, insurance requirements, and various other boilerplate language customary in lease agreements.

Additional items that will be addressed simultaneously with the new lease include termination of the existing lease with Ken Rogers and execution of a new restroom use agreement with Nourishmints.

Alternatives

1. Pass the motion as recommended.
2. Pass the motion with amendments to the lease agreement.
3. Decline to enter into a new lease agreement.

Financial Impact

The proposed lease contains the same rental rate as the previous agreement. This amount was calculated using appraisals for other marina ground leases. The rental rate has been adjusted for inflation every year since it was first executed and it will continue to do so.

Recommendation

Staff recommends approval of the item as presented.

Council Committee Review

This item has previously been reviewed by the Economic Development Committee and the Municipal Facilities Committee. Both Committees have approved the item to come to the full Council.

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**MARINA PROPERTY LEASE
BETWEEN THE CITY OF DES MOINES
AND NOURISHMINTS, LLC**

This COMMERCIAL LEASE (the "Lease"), is made by and between the **CITY OF DES MOINES**, a municipal corporation of the State of Washington ("**Landlord**"), and **NOURISHMINTS, LLC**, a Washington limited liability company, located and doing business at the Des Moines Marina, ("**Tenant**").

1. PREMISES

Landlord leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth in this Lease, the exclusive right to use and occupy certain real property located at the Des Moines Marina and as described on **Exhibit A**, attached hereto and incorporated herein by this reference. Such property shall be hereinafter referred to as "**Premises**".

2. TERM

2.1. Lease Term. The Initial Term of this Lease is 5 (five) years, commencing on _____ (the "Commencement Date") and ending on the last day of the month 60 months following _____, unless sooner terminated as provided elsewhere in this Lease. As used herein, "Term" refers to the Initial Term and any Option Periods then exercised.

2.2. Option to Extend. With the concurrence of the Landlord, Tenant shall have 1 (one) option to extend the Initial Term for a period of 5 (five) years (the "Option Period") on the following terms and conditions: (i) Tenant shall provide Landlord with written notice of its intent to exercise the option not earlier than three hundred sixty (360) calendar days nor later than one hundred eighty (180) calendar days before the expiration of the Initial Term; and (ii) Tenant shall not be in default under the terms of this Lease either at the time Tenant exercises its option to extend or at the time the Option Period commences. All terms and conditions of the Lease shall apply during the Option Period except that Rent shall be adjusted in accordance with the terms of Section 5.2.

3. POSSESSION

Tenant will be entitled to possession of the Premises on the Commencement Date and shall yield possession to Lessor on the last day of the term of this Lease, unless otherwise agreed by both parties in writing. At the expiration of the term, Lessee shall remove any facilities or structures on the Premises as well as goods and effects and peaceably yield up the Premises to Lessor in as good a condition as when delivered to Lessee, ordinary wear and tear excepted.

4. USE

4.1. Use. Tenant covenants that, at all times during the Lease Term and such further time as Tenant occupies the Premises, Tenant shall use the Premises for the following

enumerated permitted uses and for no other use without Landlord's express written consent, which consent will not be unreasonably withheld:

A. Retail sales of food and beverages (including sale of alcohol).

B. Rental of facilities in part or whole for events, meetings, and classes.

C. Retail sales of branded merchandise and items related to the sale of food and beverages.

D. Entertainment events complimentary to the sale of food and beverage.

4.2. Restriction on Hours of Tenant Operations. The Landlord shall have the right to restrict certain types of operations during the hours when the Marina parking lot is closed or to the extent such operations create a nuisance or have a detrimental effect upon adjacent residents and other Marina tenants.

4.3. Building Codes and Zoning. Tenant accepts the Premises "as is" and subject to future changes in all applicable statutes, ordinances, rules and regulations governing Tenant's use of the Premises. Any and all expenses required to comply with all future changes in applicable statutes, ordinances, rules, regulations and requirements in effect during the term or any part of the term of this Lease regulating Tenant's use of the Premises shall be borne exclusively by Tenant. Tenant further agrees to comply with all such statutes, ordinances, rules and regulations pertaining to the Premises or its operations thereon throughout the Term.

4.4 Use of City Restrooms. Tenant and Tenant's customers shall be entitled to the use of the City-owned restroom adjacent to the lease area during the period of time that the Marina is open. A separate Restroom Use Agreement will be negotiated by the parties detailing the terms of use.

5. RENT

5.1. Initial Term Rent. Beginning on the Commencement Date and continuing until the end of the calendar year, Tenant agrees to pay Landlord rent at the rate of \$380.81 dollars (three hundred eighty dollars and eighty one cents) per month.

All amounts due under this paragraph shall be paid by Tenant to Landlord in advance, on a monthly basis, on or before the first day of each month of this lease.

On January first 2023, and each succeeding year of the lease (including the option period) the rent shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle – Tacoma – Bremerton, Washington Area, for the 12 – month period ending in June of the preceding year, published by the U.S. Department of Labor, Bureau of Labor Statistics, (hereinafter, "CPI"). The rental rate for the succeeding year will be established by multiplying the baseline rate in this

paragraph by the CPI and then adding that amount to the baseline rate. The result shall be the rental rate for the succeeding year and the baseline rate for calculating the rental rate for the year after the succeeding year.

5.2 Payment. Rent for a partial month shall be prorated. All Rents and Additional Expense shall be paid in advance on the first day of each calendar month without set-off or demand, and without any abatement or deduction to Landlord at the address specified in this Lease, unless and until Tenant is otherwise notified in writing. Time is of the essence in the payment of all sums due under this Lease. All rent is exclusive of any sales, franchise, business and occupation or other tax based on rents, and should any such taxes apply during the Term of this Lease, the monthly payment shall be increased by such amount. All other sums due from Tenant under this Lease are hereafter referred to collectively as "Additional Expenses" and shall be paid in the manner and at the time set forth in this Lease. Nothing herein shall prejudice Tenant's right to make payment of Rent under protest and to make claim for return of Rent, or a portion thereof.

6. DEPOSIT.

Tenant has paid this day to Landlord the sum of \$1,000 (one thousand dollars) as a security deposit (the "Deposit") for Tenant's performance of all of the terms and conditions of this Lease. If Tenant is in default, Landlord may use all or any portion of the Deposit to cure the default or to compensate Landlord for damages sustained by Landlord resulting from Tenant's default, including but not limited to the payment of Rent and the cost of cleaning and/or repairing the Premises. Any payment to Landlord from the Deposit shall not be considered a payment of liquidated damages. Within ten (10) days after Landlord's written demand, Tenant shall deposit cash with Landlord in an amount sufficient to restore the Deposit to the full amount stated above, and Tenant's failure to do so shall be a material breach of this Lease. Landlord shall not be required to keep the Deposit separate from its general accounts. If Tenant is not in default at the expiration of the term of this Lease and after Tenant has vacated the Premises, the Deposit will be refunded. No trust relationship is created between Landlord and Tenant with respect to the Deposit.

7. TENANT EXPENSES.

7.1. Net Lease. The purposes of this Section 7 is to insure and Tenant hereby agrees that, in addition to Rent, Tenant shall pay Tenant's Share of all expenses relating to the use, maintenance, ownership, repair and insurance of the Premises, as specifically provided for in Section 5.1, above, and of all utilities, insurance and personal property taxes and Leasehold Excise Taxes, as identified in Sections 7.2 through 7.5 below (see Exhibit B).

7.2. Utilities. Tenant agrees to compensate the Landlord for utilities as detailed in Exhibit B. Landlord shall not be liable for the failure of any of these services for any reason whatsoever.

7.3. Personal Property Taxes. Tenant shall pay, before delinquency, any and all taxes levied or assessed and payable during the Term upon all Tenant's equipment, furniture, fixtures and any other personal property located on the Premises.

7.4. Leasehold Excise Tax. Tenant shall also pay the Leasehold Excise Tax imposed on Tenant under RCW §82.29A.030. Said amount will be paid by Tenant to Landlord and Landlord will pay the same to the State of Washington. Landlord hereby indemnifies and agrees to defend and hold Tenant harmless from and against any costs, including legal fees, that proximately result from Landlord's breach of the covenant to pay the Leasehold Excise Tax once received from Tenant.

8. MAINTENANCE, REPAIRS, ALTERATIONS, AND RELOCATION.

8.1. "As-Is" Condition of Premises. Tenant completely and unconditionally accepts the premises in the AS-IS condition. Tenant waives any right that it may have under any current or future law or ordinance to make repairs at Landlord's expense. Tenant accepts responsibility for any condition left by the previous Tenant and will be bound by all requirements of this Lease regardless of whether the condition originated from a prior Lease of the Premises.

8.2. Tenant's Obligations. Tenant is the owner of the container structure on the Premises. Upon the expiration or sooner termination of this Lease, Tenant shall remove Tenant's structures and surrender the Premises to Landlord. Site restoration shall not be required upon removal of Tenant's structure at the end of the Lease. Any damage to adjacent Premises caused by Tenant's use of the Premises shall be repaired at Tenant's sole cost and expense. If Tenant fails to perform the maintenance, repair or replacement required by this Section 8.2 or to surrender the Premises in the condition required by this section, Landlord shall have the right to perform the necessary work at Tenant's sole cost and expense, and Tenant agrees to reimburse costs incurred by Landlord to satisfy the terms of Section 22.20, Redelivery.

In addition, Tenant shall:

- A. Comply with all city, state, and federal regulations related to environmental protection, and any special provisions described in this lease.
- B. Keep the leased Premises as clean and sanitary as the conditions of the Premises permit;
- C. Properly dispose all solid waste, liquids, and hazardous waste in a clean and lawful manner at reasonable and regular intervals;
- D. Properly use and operate all electrical, gas, heating, plumbing and other fixtures and appliances;
- E. Not intentionally nor negligently destroy, deface, damage, impair, or remove any part of the Premises;
- F. Not permit a nuisance or common law waste;
- G. Not allow junk or debris to accumulate on the Premises;
- H. Conduct all business within the Premises described in this lease.

I. At the expiration of the lease term, or any extension thereof, surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and tear excepted.

8.3. Municipal Obligations to the Public. The parties acknowledge that the Landlord, being a municipal corporation, is obligated to see that businesses operated on land leased from the Landlord are operated in a manner that benefits the Des Moines Marina, its other tenants and the public in general. To this end, Tenant agrees and covenants to abide by the Landlord's reasonable operational requirements as set forth herein, or as may be specified in writing in the future, which are intended solely to fulfill the Landlord's municipal duties to its citizenry.

8.4. Alterations and Additions. Tenant shall not make or permit any alteration, addition or improvement to the Premises without obtaining and complying with appropriate building permits and without Landlord's written consent, which consent will not be unreasonably withheld. Any alteration, addition or improvement shall be made in a good and workmanlike manner by a contractor at Tenant's sole cost and expense and shall comply with all applicable laws, codes, ordinances, rules and regulations and in a manner (a) consistent with the plans and specifications submitted to and approved by Landlord and any conditions imposed by Landlord, (b) which includes acceptable insurance/bond coverage for Landlord's benefit and (c) which does not disrupt the business or operations of other Marina tenants. Prior to expiration or sooner termination of the Lease, Tenant shall, at Tenant's sole cost and expense and with all due diligence, remove any alterations, additions or improvements made by Tenant and designated by Landlord to be removed at the time it gave its consent thereto. At its sole cost and expense, Tenant shall repair any damage to the Premises caused by such removal.

8.5. Relocation. The parties are aware of the mobile nature of Tenant's structure and the necessity based on Marina redevelopment that the structure be relocated to a different site in the Marina. The City will have the sole discretion to require Tenant to relocate the structure subject to the following conditions.

- A. The City will provide 180 day notice prior to relocation.
- B. After receiving the relocation notice, Tenant has the option to terminate this Agreement with no penalty.
- C. If the City requires the structure to be relocated to another site in the Marina during the first three (3) years of this Agreement, the relocation costs associated with the relocation will be paid equally by the parties. Any relocation costs after year three (3) of this Agreement will be paid entirely by Tenant.

9. LIENS

Tenant shall keep the Premises Real Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or at the direction of Tenant. Landlord may require, at Landlord's sole option, that Tenant provide at Tenant's sole cost and expense a materialmen's labor and performance bond acceptable to Landlord in an amount equal to one and one-half (1½) times the estimated cost of any improvements, additions or alterations to

the Premises which Tenant desires to make, to insure Landlord against any liability for mechanics' and materialmen's liens and to insure completion of the work.

The Tenant-owned container structure(s) may be encumbered as a normal course of business as collateral for the purpose of securing financing as required from time to time.

10. INDEMNIFICATION / HOLD HARMLESS

Tenant shall defend, indemnify, and hold harmless Landlord (the City), its officers, officials, employees and volunteers from and against any and all claims, suits, actions, or liabilities for injury or death of any person, or for loss or damage to property, which arises out of Tenant's use of Premises, or from the conduct of Tenant's business, or from any activity, work or thing done, permitted or suffered by Tenant in or about the Premises, except only such injury or damage as shall have been occasioned by the sole negligence of the Landlord. Tenant further agrees to indemnify, defend and hold Landlord and its employees, contractors, lenders and agents harmless from all costs (including but not limited to attorneys' fees) incurred by Landlord in connection with its defense against any claim made against Landlord as to which Tenant must indemnify Landlord pursuant to this section. Tenant shall give prompt notice to Landlord of any casualty or accident in the Premises. Tenant further assumes all risk of, waives and releases all claims against Landlord for and agrees to indemnify and hold Landlord and its agents harmless from and against any damages or injury to person or property sustained by Tenant or any person claiming through Tenant, which damage results from any accident or occurrence in or on the Premises from any cause whatsoever, except and then only to the extent caused by the sole negligence of Landlord, its representatives and/or agents. Tenant agrees that the foregoing indemnity is specifically and expressly intended to constitute a waiver of Tenant's immunity under Washington's Industrial Insurance Act, RCW Title 51, to the extent necessary to provide Landlord with a full and complete indemnity from claims made by Tenant and its employees, to the extent of their negligence. LANDLORD AND TENANT ACKNOWLEDGE THAT THE INDEMNIFICATION PROVISIONS OF THIS SECTION 10 WERE SPECIFICALLY NEGOTIATED AND AGREED UPON BY THEM.

11. INSURANCE

Tenant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the Tenant's operation and use of the leased Premises.

No Limitation. Tenant's maintenance of insurance as required by this Lease shall not be construed to limit the liability of Tenant to the coverage provided by its insurance, or otherwise limit Landlord's recourse to any remedy available at law or equity.

11.1. Tenant shall obtain insurance of the types described below:

A. Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover premises and contractual liability. Landlord shall be named as an insured on Tenant's Commercial General Liability insurance policy using ISO Additional Insured-Managers or Lessors of Premises Form CG 20 11 or a substitute endorsement providing equivalent coverage.

B. Property insurance shall be written on an all risk basis.

11.2. Minimum Amounts of Insurance. Tenant shall maintain the following insurance limits:

A. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, which policy shall include product liability and blanket contractual liability coverage insuring performance of Tenant's indemnity obligations under this Lease, excluding insurance for the payment of rent. Landlord may increase the required limit as it deems necessary after thirty (30) days written notice based upon periodic insurance reviews. The insurance required by this section shall be on an occurrence basis only. This insurance shall be written as a primary policy not contributing with and not in excess of coverage that Landlord may carry.

B. Property Insurance shall be written covering the full value of Tenant's property and improvements with no coinsurance provisions

C. Business Interruption. Business interruption insurance in an amount sufficient to protect Tenant against any additional costs and lost income associated with a move to temporary space due to a business interruption for at least twelve (12) months (which coverage is not intended to, and will not, cover loss of income due to business interruption associated with interruption of Tennant's business due to relocation of Tenant's business by the Landlord for reasons other than accidental loss or damage to the Premises).

11.3. General Requirements. All insurance required to be provided by Tenant under this Lease: (a) shall be issued by insurance companies authorized to do business in the State of Washington and with a current A.M. Best rating of not less than A:VII; (b) shall be issued as a primary policy and contain cross-liability endorsements; (c) contain deductibles of no more than \$10,000 per occurrence; and (d) shall contain an endorsement requiring at least thirty (30) days' prior written notice of cancellation to Landlord and Landlord's lender before cancellation or change in coverage, scope or amount of any policy. Tenant shall deliver a certificate or copy of such policy evidenced to reflect Landlord's additional insured status, together with evidence of payment of all current premiums, to Landlord within three (3) days of execution of this Lease. Tenant's failure to provide evidence of such coverage to Landlord may, in Landlord's sole discretion, constitute a material default under this Lease, giving Landlord the right to immediately procure such coverage, the cost of which shall be reimbursable by Tenant upon demand.

11. 4. Waiver of Subrogation.

Tenant and Landlord hereby release and discharge each other from all claims, losses and liabilities arising from or caused by any hazard covered by property insurance on or in connection with the premises or said building. The release shall apply only to the extent that such claim, loss or liability is covered by insurance.

12. RECONSTRUCTION

12.1 . Either party shall have the option either to repair the Premises or to terminate this Lease if the Premises: (a) damage results from any cause not covered by either party's

insurance: or (b) insurance proceeds are insufficient to fully pay for repair and restoration: or (c) the cost to repair exceeds twenty-five percent (25%) of the then complete replacement cost of the Premises: or (d) the repair or restoration, in either party's opinion, cannot be completed within six (6) months of the damage: or (e) the damage occurs during the last twelve (12) months of the Lease Term. Either party shall exercise its option to terminate this Lease by giving notice to the other party, at any time within sixty (60) days after the damage, written notice of its election to terminate this Lease as of the date specified in the notice. The termination date shall not be less than thirty (30) nor more than sixty (60) days after the date of the notice.

12.2. Rent Abatement. This Lease shall remain in full force and effect if either party elects to repair the damage or until the termination date specified in the notice of termination, as applicable, except that Rent shall be proportionately abated from the date of damage until the repairs are completed or until the specified termination date. Such proportionate abatement shall be based upon the extent to which the damage materially interferes with the business carried on by Tenant in the Premises.

12.3. Tenant's Repair Obligations. Landlord shall have no liability to Tenant for, and not be required to repair or replace any Leasehold improvements, fixtures or other personal property of Tenant, all of which shall be repaired or replaced promptly by Tenant at Tenant's sole cost and expense.

13. EMINENT DOMAIN

Intentionally omitted.

14. ASSIGNMENT AND SUBLETTING

14.1. Restriction. Tenant shall not sublet the whole or any part of the Premises, nor shall Tenant assign, transfer or encumber this Lease or any interest thereunder whether directly or by operation of law or by any process or proceeding of any court, or otherwise, without the prior written consent of Landlord. Each assignment to which there has been consent shall be by an instrument in writing in form satisfactory to Landlord, an executed copy of which shall be delivered to Landlord. As a material inducement to Landlord to execute and deliver this Lease, Tenant agrees it shall be reasonable under this Lease and under applicable law for Landlord to withhold consent to any proposed assignment, encumbrance or sublease if Landlord determines that any one or more of the following applies (without limitation as to other reasonable grounds for withholding consent): (a) Landlord is not reasonably assured that the proposed transferee will fully, completely and promptly perform all obligations of Tenant under this Lease, (b) either the net current assets or the tangible net worth of the proposed transferee, determined in accordance with general accepted accounting principles, consistently applied by Tenant's and the proposed transferee's respective independent certified public accountants, is less than the net current assets or tangible net worth of Tenant and any guarantor as of the date of this Lease or the date of the proposed transfer, whichever is greater, (c) the transferee proposes to use the Premises for any purpose other than the permitted uses under this Lease, (d) the proposed transfer would cause Landlord to be in violation of any other lease or agreement to which Landlord is a party, (e) the proposed transferee fails to deliver to Landlord its written assumption of all of the obligations to be performed by Tenant under the Lease in connection with the portion of the Premises which is the subject of the proposed transferee, (f) if Tenant will not continue to remain liable on this lease

or (g) the proposed transferee's operating experience or reputation are less than Tenant's on the date of this Lease. No assignment or sublease shall release Tenant from primary liability on this Lease. In lieu of consenting to an assignment or sublease, Landlord may elect to terminate this Lease. Any assignment or sublease without Landlord's prior written consent shall, at Landlord's option, be void.

14.2. Costs. Tenant shall reimburse Landlord for all reasonable attorneys' fees and other costs incurred by Landlord in connection with the review and preparation of documents incident to any request by Tenant for Landlord's consent. Each request for Landlord's consent shall be accompanied by payment of a fee in the amount of \$750 to be applied to such fee. Landlord shall return to Tenant any unused balance of such fee.

15. DEFAULT

15.1. Defaults. Time is of the essence of this Lease. Tenant shall be deemed in material default hereunder if Tenant fails to comply with any covenant, term or condition of this Lease, or if Tenant vacates or abandons the Premises or if Tenant files or is the subject of a petition in bankruptcy, or if a trustee or receiver is appointed for Tenant's assets, or if Tenant makes an assignment for the benefit of creditors, and if such failure continues for or is not remedied within three (3) days (or, if no default in the payment of rent is involved, within twenty (20) days) after notice in writing thereof given by Landlord to Tenant specifying the failure; provided, however, if a non-monetary default is not reasonably capable of being cured, then the twenty (20) day period shall be extended, but not for more than twenty (20) days, if Tenant immediately commences such cure and diligently and continuously prosecute such cure throughout the period.

15.2. Landlord's Remedies. If Tenant is in default hereunder, then Landlord may:

A. Declare the term hereof ended and reenter the Premises and, with the exception of the structure, take possession thereof and remove all persons therefrom, and Tenant shall have no further claim thereon or hereunder; or

B. Without declaring this Lease terminated, reenter the Premises and occupy the whole or any part thereof for and on account of Tenant and collect any unpaid rentals and other charges, which have become payable, or which may thereafter become payable; or

C. Even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

If Landlord elects to terminate this Lease pursuant to the provisions of options a. or c. above, Landlord may recover from Tenant as damages, the following:

(i) The worth at the time of award of any unpaid rental which had been earned at the time of such termination; plus

(ii) The worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the amount of such rental loss Tenant proves could have been reasonably avoided; plus

(iii) The worth at the time of award of the amount by which the unpaid rental for the balance of the term after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(iv) Any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited, any costs or expenses incurred by Landlord in (a) retaking possession of the Premises, including reasonable attorneys' fees therefor, (b) maintaining or preserving the Premises after such default, (c) preparing the Premises for reletting to a new tenant, including reasonable repairs or alterations to the Premises for such reletting, (d) leasing commissions, and (e) any other costs necessary or appropriate to relet the Premises; plus

(v) At Landlord's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by the laws of the State of Washington.

Landlord's remedies hereunder are cumulative, and not exclusive, and Landlord's exercise of any right or remedy shall not be deemed a waiver of, or alter, affect or prejudice any other right or remedy which Landlord may have under this Lease or at law or in equity, including the right to cure Tenant's default on Tenant's behalf and recover from Tenant upon demand all costs and expenses incurred by Landlord in connection therewith, including interest thereon at the rate stated in Section 15.2 from date incurred until paid. Neither the acceptance of rent nor any other acts or omissions of Landlord at any time or times after the happening of any default or breach by Tenant shall operate as a waiver of any past or future violation, breach or failure to keep or perform any covenant, agreement, term or condition hereof or to deprive Landlord of its right to cancel or forfeit this Lease, or estop Landlord from promptly exercising any other option, right or remedy that it may have under any term or provisions of this Lease, or at law or in equity.

15.3. Late Charges. Tenant acknowledges that the late payment to Landlord of rent and any other sums due under this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. These costs include but are not limited to processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage, deed of trust or other security agreement covering the Premises. Accordingly, if any installment of rent or other sums due from Tenant shall not be received by Landlord or Landlord's agent within five (5) days after the amount shall be due, then, without any requirement of notice to Tenant, Tenant shall pay to Landlord a late charge equal to one percent (1%) of the amount past due for each month until the default is cured. The parties agree that this late charge plus interest represents a fair and reasonable estimate of the costs Landlord will incur because of Tenant's late payment. Landlord's acceptance of such late charge in no event shall constitute a waiver of Tenant's default with respect to the overdue amount nor prevent Landlord from exercising any of the other rights or remedies granted to Landlord under this Lease.

15.4. Landlord's Default. Landlord shall be in default under this Lease only if Tenant serves upon Landlord a written notice specifying the alleged default and Landlord does not remedy the failure within twenty (20) days following receipt of such notice or, in the case of a failure which takes more than twenty (20) days to cure, if Landlord has not commenced to remedy

the same within such twenty (20) day period. Tenant shall not exercise any remedies available to it until the grace period provided for in this Section has elapsed, or during any period that a secured party is proceeding to cure Landlord's default or is diligently taking steps to obtain the right to enter the Premises and cure the default. In no event shall Tenant have the right to terminate this Lease because of Landlord's default; Tenant's remedies shall be limited to any other remedy available at law or in equity. Nothing in this Lease shall be interpreted to excuse Tenant from paying rent due under this Lease because of any default by Landlord.

16. RULES AND REGULATIONS. Tenant agrees to comply with the City of Des Moines Marina Rules & Regulations, as published from time to time by Landlord.

17. HOLDING OVER

If Tenant remains in possession of all or any part of the Premises after the expiration of the Lease Term with the express written consent of Landlord (which consent may be granted, withheld or conditioned in Landlord's sole discretion), such occupancy shall be a tenancy from month to month at Rent equal to one and one-half (1½) times the last monthly Rent, plus all Additional Rent and other charges payable under this Lease, and upon all the terms of this Lease applicable to a month-to-month tenancy. If Tenant holds over without Landlord's express prior written consent, such shall constitute a tenancy at will, terminable upon notice from Landlord at three (3) times the last monthly Rent, and Tenant shall liable all damages suffered by Landlord as a consequence of such holding over.

18. ENTRY BY LANDLORD

In the event Landlord determines that an emergency exists and entry is necessary, Landlord may forcibly enter the Premises without any liability to Tenant. No entry by Landlord as provided in this Section 18 shall be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises or an eviction of Tenant from all or any portion of the Premises.

19. ESTOPPEL CERTIFICATE

Intentionally omitted.

20. SIGNS

Tenant shall not erect, place or maintain, or permit to be erected or placed, any signs on the exterior walls or windows or elsewhere on the Premises, except as permitted by the City of Des Moines Municipal Code. Tenant, at its sole cost and expense, shall maintain all of its signs in good condition and repair and shall remove the same upon termination of the Lease Term and repair all damage caused by the removal. If Tenant fails to remove any sign and/or repair any damage caused by its removal, Landlord may have the same removed and/or repaired at Tenant's sole cost and expense.

21. PARKING.

Tenant will be provided two (2) Marina parking access passes free of charge to be used for employee parking while at work. Additional passes can be purchased at the annual parking

pass rate. Parking in the Marina is first come, first serve. No reserved employee or patron parking will be provided.

22. GENERAL PROVISIONS

22.1. Exhibits and Addenda. Any exhibits attached to this Lease are a part of and are fully incorporated in this Lease by this reference.

22.2. Non-Waiver of Default. Landlord's waiver of any term, covenant or condition of this Lease shall not be deemed to be a waiver of any other term, covenant or condition or any subsequent default under the same or any other term, covenant or condition. Landlord's acceptance of any sum shall not be deemed to be a waiver of any preceding default by Tenant, other than the failure of Tenant to pay the particular sum so accepted, regardless of Landlord's knowledge of such preceding default at the time it accepts the sum.

22.3. Joint and Several Obligations

Intentionally omitted.

22.4. Section Titles. The section titles of this Lease are not a part of this Lease and shall have no effect upon its construction or interpretation.

22.5. Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor, including but not limited to Tenant's execution of estoppel certificates and subordination agreements and Tenant's reimbursements to Landlord.

22.6. Successors and Assigns. Subject to the provisions of Section 14 above, the covenants and conditions of this Lease shall apply to and bind the heirs, successors, executors, administrators and assigns of both parties to this Lease.

22.7. Recordation. Neither Landlord nor Tenant shall record this Lease, but a short-form Memorandum of Lease may be recorded at the request of either party.

22.8. Quiet Possession. Provided Tenant pays all sums due under this Lease and observes and performs all of the other covenants, conditions and provisions to be observed and performed by Tenant, Tenant shall have quiet possession of the Premises for the entire Lease Term against any adverse claim of Landlord or any party claiming under Landlord, subject to all the provisions of this Lease.

22.9. Prior Agreements. This Lease contains the full agreement of the parties with respect to any matter covered or mentioned in this Lease. No prior agreements or understandings pertaining to any such matters shall be effective for any purpose. This Lease may be amended or supplemented only by an agreement in writing signed by the parties or their respective successors in interest.

22.10. Inability to Perform. Except as provided in Section 12, this Lease and the parties' obligations under this Lease, including Tenant's obligation to make any payments, shall not be affected or impaired because a party is unable to fulfill any of its obligations, or is delayed

in doing so, if such inability or delay is caused by reason of weather, strike, labor troubles, acts of God or any other cause beyond that party's reasonable control.

22.11. Severability. Any provision of this Lease, which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision, and all other provisions shall remain in full force and effect.

22.12. Cumulative Remedies. No remedy or election under this Lease shall be deemed to be exclusive but shall, whenever possible, be cumulative with all other remedies available at law or in equity.

22.13. Choice of Law. This Lease shall be governed by the laws of the State of Washington.

22.14. Attorneys' Fees. In the event any action or proceeding is brought by either party against the other arising out of or in connection with this Lease, each party will be responsible for their own attorney fees, including any appeal.

22.15. Notices. All notices or demands which are required or permitted to be given by either party to the other under this Lease shall be in writing. All notices and demands shall be either personally delivered, sent by courier or fax or sent by United States Mail, registered or certified, postage prepaid, addressed to the address set forth below, or to such other place as a party from time to time may designate by written notice. Any notice sent by United States Mail as provided above shall be deemed to have been received three (3) business days after deposit into the mail, unless sooner received or rejected:

TO LANDLORD AT: c/o City Manager
City of Des Moines
21630 – 11th Ave S., Suite A
Des Moines, WA 98198-6398
Fax No. (206) 870-6540

TO TENANT AT: Mackenzie Meyers
22307 Dock Ave S Unit 1,
Des Moines, WA 98198
Mackenziemeyers43@gmail.com
253-880-4045

22.16. Subordination. Intentionally omitted.

22.17. Attornment. Intentionally omitted.

22.18. Compliance with Environmental Laws. The parties acknowledge that there are certain federal, state and local laws, regulations and guidelines now in effect and that additional laws, regulations and guidelines may hereafter be enacted relating to or affecting the Premises, concerning the impact on the environment of activities related to construction, land use, the

maintenance and operation of structures and the conduct of business. Tenant shall obtain all necessary local, state, and federal approvals prior to any actions that would require a permit. Such permits shall become part of the Lease by reference and all duties and responsibilities incurred by the Tenant under the permits shall be included by reference in Paragraph 8.3, "Tenant's Obligations", of this Lease. Tenant shall also be required to obtain and maintain any other permits that may be required by additional laws, regulations and guidelines that may hereafter be enacted. Tenant shall not cause or permit to be caused any act or practice, by negligence, omission or otherwise, that would adversely affect the environment or do anything or permit anything to be done that would violate any of such laws, regulations or guidelines. Any violation of this covenant shall be an event of material default under this Lease. Tenant shall indemnify and hold Landlord harmless from any and all costs, expenses, claims, losses, damages, fines and penalties, including reasonable attorneys' fees that may in any manner arise out of or be imposed because of Tenant's failure to comply with this covenant. The foregoing shall cover all requirements whether or not foreseeable at the present time and regardless of expense.

22.19. Intentionally omitted.

22.20. Redelivery. Tenant shall redeliver the Premises to Landlord at the end of the Term or upon the earlier termination of this Lease in the same condition in which received or, if altered, then the Premises shall be returned in such altered condition (unless otherwise directed by Landlord under terms of Section 8.4), reasonable wear and tear and damage by casualty excepted. Tenant shall remove all structures, trade fixtures and appliances and equipment which do not become a part of the Premises. Upon Landlord's request, the terms of redelivery shall be satisfied by removing Tenant's structure, capping utility supply lines, drain lines and conduits. Tenant's obligation to perform this covenant shall survive the expiration or termination of this Lease. Landlord may place and maintain signs in conspicuous places on the Premises for one hundred twenty (120) days prior to the expiration or earlier termination of this Lease advertising the Premises' availability.

IN WITNESS WHEREOF, the parties have executed this instrument as of the day set forth below.

LANDLORD

CITY OF DES MOINES, a Municipal Corporation

By _____
Michael Matthias, City Manager
Date: _____
By Direction of the Des Moines City Council In
Open Public Meeting on _____

TENANT

Nourishmints, a Washington LLC

By: _____
Mackenzie Meyers, Owner

Date: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2018, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me **Michael Matthias**, to me known to be the **City Manager** of the **City of Des Moines**, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

In Witness whereof I have set my hand and official seal the day and year first written above.

Printed name: _____
Notary Public in and for the State
of Washington, residing at _____
County: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this ____ day of _____, 2018, before the undersigned, a Notary Public in and for the State of Washington personally appeared before me **Mackenzie Meyers**, to me known to be the **Owner of Nourishmints, LLC**, a Washington corporation, that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath, stated that he was authorized to execute said instrument.

In Witness whereof I have set my hand and official seal the day and year first written above.

Printed name: _____
Notary Public in and for the State
of Washington, residing at _____
County: _____
My Commission expires: _____

EXHIBIT A

The subject property as depicted on drawing:

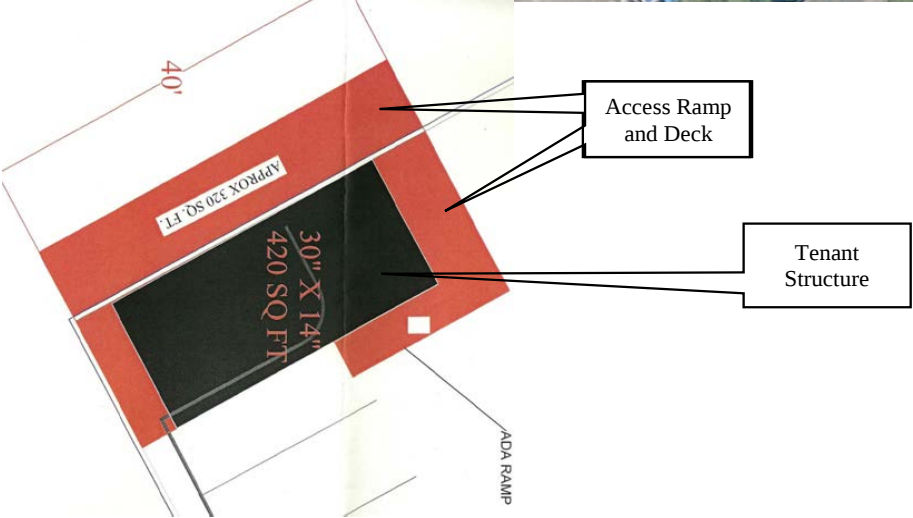


EXHIBIT B

Tenant agrees to pay in amounts as follows:

1. Initial base rent of \$380.81 per month subject to annual increase as provided in Section 5.
This rent includes costs of electricity and garbage; plus
2. Leasehold tax each month as required by Washington State law; plus
3. Separate monthly/bi-monthly bill for water/sewer utilities.

Hi I am Mackenzie Meyers, Manager at DM Harborside, LLC (DBA Quarterdeck) and I am working on purchasing Quarterdeck from Ken Rogers. I am writing to request a lease agreement between the City of Des Moines and Nourishmints, LLC (DBA Quarterdeck). For me to move forward with my loan process I will need a rough write up of the lease agreement from the city.

As you know due to the pandemic the past two years have been difficult. Having been through each step of the way with Ken Rogers we have been able to overcome each circumstance that created uncertainty. As I have learned through the worst, I am ready to take on whatever challenges come up moving forward and I would love to secure a base for the future of the Quarterdeck and its employees.

I have spoken with the Mayor and he has expressed support for the continued operation of the Quarterdeck. I am committed to maintaining the same focus on running the Quarterdeck as a family friendly, high-quality asset to the Marina and City. I am aware of the waterfront development efforts, I have a strong interest in how that development comes together, but I am also focused on stabilizing our existing operation and its future.

Factor in the terms between Nourishmints and the City of Des Moines for a minimum **5 year lease combined with an option for another 5-year extension**. This would provide the business and the employees solid foundation to plan for the future.

The Quarterdeck has been extremely lucky to have been so supported by the community since its opening and especially through the pandemic. I feel we have been reasonably successful under the circumstances by providing quality services and products that the public truly wants and hope you share the same view.

Without such remarkable community support we would have not survived as a business and for that I am exceedingly grateful. I feel blessed to have the opportunity to be part of this City in such an impactful way.

Please advise at your earliest opportunity.

Thank you.

Genuinely,

Mackenzie Meyers

Nourishmints, LLC

DBA Quarterdeck

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I am writing to request an extension of the terms and conditions of the lease currently in place between DM Harborside, LLC (DBA Quarterdeck) and the City of Des Moines.

The previous two years have been particularly difficult for small businesses due largely to the pandemic. These circumstances created a great deal of uncertainty in every respect to business planning, inventory management, staffing, customer experience and revenue/cost estimation. With perhaps the worst behind us, it would be greatly beneficial to have more certainty for business planning. We are working on forecasting and planning on more stable terms and a lease extension at this time would go a long way toward building a predictable base for the business and our employees. Since the current lease is set to expire in 2024 it is not too soon to secure a base for the future of the Quarterdeck.

I have recently spoken with both the Mayor and the chairman of the facilities committee of the City Council. They both expressed support for the continued operation of the Quarterdeck. In my discussions with them I committed to maintaining the same focus on operating the Quarterdeck as a family friendly, high-quality asset to the marina and city. While I am aware of waterfront and land side development efforts, normally the scope and scale of these projects are on a fairly long and uncertain timeline. I have a keen interest in how that development comes together, but I also am compelled to stay focused on stabilizing our existing operation and its immediate future.

Extending the terms of the current lease between DM Harborside and the City of Des Moines for 5 years combined with an option for another 5-year extension would provide the business and the employees solid footing on which to plan for the near term. We feel that we have been modestly successful under the circumstances in providing quality services and products that the public wants and hope you share the same view.

The Quarterdeck has been extremely fortunate to have been so well supported by the community since its opening and especially through the disruption during COVID. Without such remarkable community support we would have not survived as a business and for that I and our employees are exceedingly grateful.

Please advise on the viability of this request at your earliest opportunity.

Thank you.

Sincerely,

Ken Rogers

DM Harborside, LLC

DBA Quarterdeck

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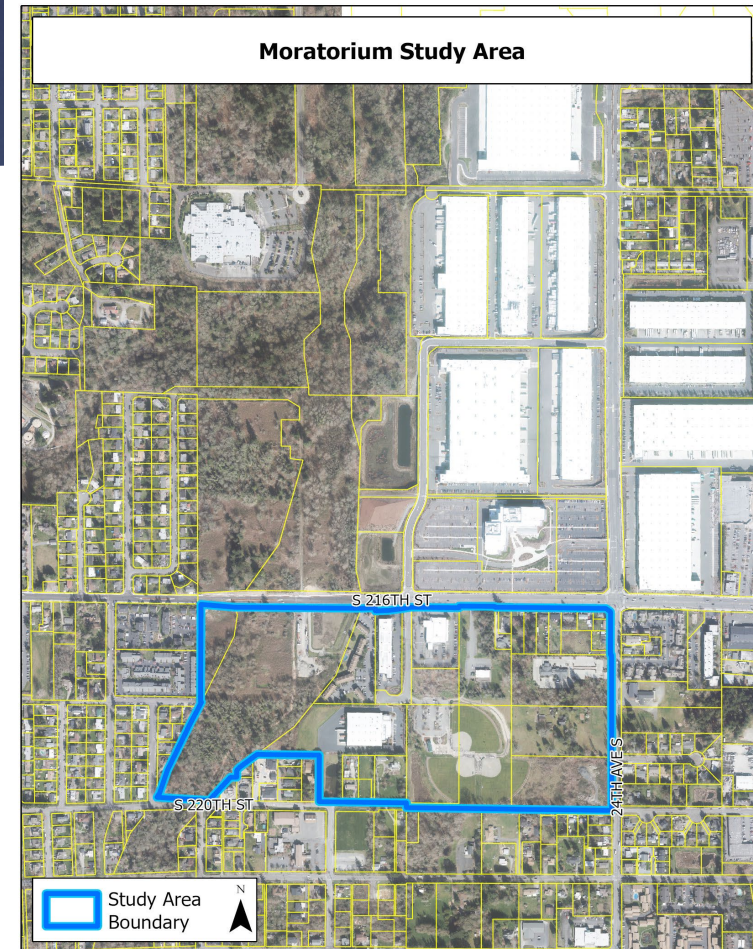


Draft Ordinance No. 22-058

DENISE LATHROP, AICP – COMMUNITY DEVELOPMENT DIRECTOR
TIM GEORGE – CITY ATTORNEY

Purpose

- ▶ To establish a moratorium prohibiting the submission or acceptance of development applications for new development within a 73-acre area located south of S. 216th Street;
- ▶ To set a date for a public hearing on the moratorium, establishing six months as the tentative effective period until the Council public hearing; and
- ▶ To declare an emergency necessitating immediate adoption of a moratorium.



Moratoria and Legal Context

- ▶ A moratorium is a temporary limitation on development:
 - ▶ It allows a pause on all new development, land use, and construction applications in order for a City to consider new development and zoning regulations.
 - ▶ It is one of the principal tools of local governments for implementing Planning and GMA (Growth Management Act) objectives.
- ▶ The GMA grants cities the authority to adopt a moratorium ([RCW 36.70A.390](#)):
 - ▶ A public hearing shall be held within at least 60-days of adopting the moratorium ordinance and findings of fact justifying the City Council's action.
 - ▶ A moratorium can be in effect for six months, but may be extended to one year.

Planning Context

- ▶ Over \$30 million invested in transportation and infrastructure improvements to facilitate freight mobility and the creation of family wage jobs in the business park area.
- ▶ With the exception of the FAA office building, recent development of the Des Moines Creek Business Park and adjacent commercial properties to the east have been predominantly distribution, warehouse and logistics, and light industrial.
- ▶ The City's Comprehensive Plan assumed a more balanced mix of commercial and business uses and job opportunities.
- ▶ A moratorium will allow the City time to study the area and develop new policies, strategies or zoning to shape future development trends, facilitate the highest and best use, and create family wage jobs.
- ▶ Without a moratorium the City could, in the near future, receive applications for new development that could conflict with the achievement of the long-range vision and job growth for this area.

Comprehensive Plan Periodic Review

- ▶ GMA requires the City to review and revise its comprehensive plan and development regulations by December 30, 2024 (RCW 36.70A).
 - ▶ VISION 2050 designates Des Moines as a “High Capacity Transit Community”.
 - ▶ Des Moines was allocated new growth targets of 2,380 jobs and 3,800 housing units (2019-2044 horizon).
 - ▶ High capacity transit is expected to shift market demand and development patterns.
- ▶ Provides an opportunity to address land use and zoning in the Study Area.

What the moratorium does and does not affect...

What part of the City does it affect:

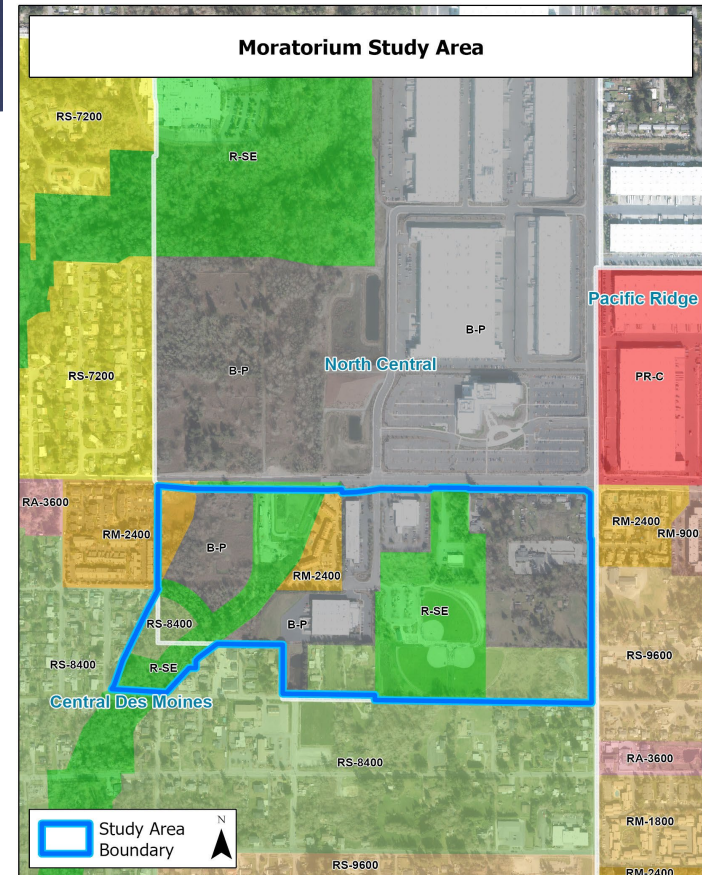
- ▶ Approximately 73 acres in the north central portion of the city, in the area located south of S. 216th Street (Study Area).
- ▶ It includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400), Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE).

What types of projects does the moratorium affect:

- ▶ It prohibits the submission or acceptance of any development applications for new development, additions, and alterations in the identified Study Area.

What the moratorium does not affect:

- ▶ It does not apply to any applications that were submitted prior to the moratorium or applications for tenant improvements, home occupations, sign permits, and permits that are required for upkeep, repair or maintenance of existing buildings and properties or work mandated by the City.
- ▶ It does not apply to any property outside of the identified study area.



Overview Draft Ordinance No. 22-058

- ▶ WHEREAS statements legally frame the information encompassed in tonight's presentation and will serve as Finding of Fact justifying the City Council's action.
- ▶ Contains definitions and key terms.
- ▶ Sets the date for a public hearing where the public can provide input.
- ▶ Establishes six months as the tentative effective period of the moratorium until the Council public hearing.
- ▶ Declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council.

Council Review of Ordinance

Motions

- ▶ **Motion 1:** “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 22-058 on first reading.”
- ▶ **Motion 2:** “I move to enact Draft Ordinance No. 22-058, establishing a six month moratorium prohibiting the submission or acceptance of development applications for new development in the Moratorium Study Area, setting a date for a public hearing and declaring an emergency.”

Draft Ordinance No. 22-058
Page 1 of 7

CITY ATTORNEY'S FIRST DRAFT 10/26/2022

DRAFT ORDINANCE NO. 22-058

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to land use and zoning, adopting an emergency six-month moratorium prohibiting the submission or acceptance of development applications for new development within an area comprised of 73 acres, located in the business park area south of South 216th Street, that includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400), Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE) to enable the City to study the highest and best use for this area in consideration of Des Moines' 2044 growth targets, Countywide Planning Policies, VISION 2050, and the periodic review and update to the Des Moines comprehensive plan and development regulations, and setting a date for a public hearing on the moratorium, establishing six months as the tentative effective period until the Council public hearing on the continued maintenance of the moratorium, and declaring an emergency necessitating immediate adoption of a moratorium.

WHEREAS, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt a moratorium for a period of six months, as long as the City holds a public hearing within sixty days, and adopts findings and conclusions to support such moratorium, and

WHEREAS, the City of Des Moines is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by December 30, 2024, to ensure they comply with the Growth Management Act (GMA), and

WHEREAS, moratoria are one of the principal tools in the "toolbox" of local governments for implementing planning and GMA objectives that provide a community with the time to conduct and

10/26/2022

Draft Ordinance No. 22-058

review studies necessary for adopting or revising a land use plan and related regulations to achieve growth management policies, and allow for a "planning pause" period during which land development activity is frozen or limited until permanent regulations implementing the plan can be adopted, and

WHEREAS, the Puget Sound Regional Council (PSRC) adopted VISION 2050 and a revised Regional Growth Strategy that focuses growth on a network of designated Regional Growth Centers and high capacity transit station areas, and

WHEREAS, VISION 2050 designates Des Moines as a "high capacity transit community", and

WHEREAS, high capacity transit such as light rail is expected to shift market demand, resulting in future development that does not resemble prior development patterns, and

WHEREAS, the North Central area of Des Moines is located within one mile of Sound Transit's Angle Lake station, and

WHEREAS, the 2021 King County Urban Growth Capacity Report, commonly referred to as "Buildable Lands," provides a periodic assessment of development capacity for future housing and employment, examines how jurisdictions are achieving 2035 growth targets and density goals with consideration for market and infrastructure constraints, and establishes new growth targets by jurisdiction for the 2019-2044 planning period, and

WHEREAS, since 2006, Des Moines has grown at 29 percent of the pace needed to achieve its 2035 housing growth target of 3,480 units and 36 percent of the pace needed to achieve its jobs growth target of 5,800 jobs, and

WHEREAS, Des Moines has been allocated new growth targets of 3,800 housing units and 2,380 jobs for the 2019-2044 planning period, and will need to plan for the remaining growth targets, largely through updated policies and increases in development capacity, such as rezones and changes to development standards, as part of its GMA periodic review and update that is underway, and

Draft Ordinance No. 22-058
Page 3 of 7

WHEREAS, approximately 14 percent of the City's total land supply is zoned for mixed use, commercial and institutional uses that support job growth, of which about 25 percent within the North Central part of the City, and

WHEREAS, a primary goal of the North Central Neighborhood Element of the Des Moines 2035 Comprehensive Plan is to catalyze economic opportunity and investment by strengthening and supporting business growth and vitality and the creation of family wage jobs, and

WHEREAS, the Comprehensive Plan envisions a mix of uses including offices, research and development, wholesale trade, light manufacturing, and other related uses within the B-P Zone, and

WHEREAS, the City has invested over \$30 million in transportation and infrastructure improvements along 24th Avenue South and South 216th Street to facilitate freight mobility and the creation of 3,000 to 5,000 family wage jobs in the North Central Planning Area, and

WHEREAS, recent development of the Des Moines Creek Business Park and adjacent commercial properties along 24th Avenue South to the east have been predominantly distribution, warehouse and logistics, and light industrial uses, and

WHEREAS, the City desires a more balanced mix of commercial and business uses and job opportunities, and

WHEREAS, without a moratorium the City could, in the near future, receive applications for new development that could conflict with the achievement of the long-range vision and job growth for this area, and

WHEREAS, adopting and implementing new policies, strategies or zoning will help shape future development trends to facilitate the highest and best use of the City's limited commercial land supply and the creation of new family wage jobs, and

10/26/2022
Draft Ordinance No. 22-058

WHEREAS, as required by RCW 35A.63.220, the Des Moines City Council will hold a public hearing within sixty days of the passage of this Ordinance; now therefore,

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

Sec. 1. Definitions. The following definitions apply to the terms used in this Ordinance:

(1) "Moratorium Study Area" means the 73-acre area located south of South 216th Street, that includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400), Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE) as shown on Exhibit A.

(2) "Development Permit Applications" means applications for design review, building permits, conditional use permits, master plans, subdivisions (short plat, preliminary plat), variances, and other permit applications related to new development.

(3) "Exempt Permit Applications" means the moratorium imposed under Section 3 of this Ordinance shall not apply to the following permit applications: (1) Vested Applications, (2) applications for tenant improvements of existing non-residential buildings, (3) applications for home occupations, (4) applications for sign permits, and (5) applications for permits or approvals that are required for upkeep, repair or maintenance of existing buildings and properties or work mandated by the City to maintain public health and safety.

Sec. 2. Findings. The Council adopts all of the "whereas" sections of this Ordinance as findings to support this Moratorium Ordinance, as well as the following:

(1) The purpose of this Moratorium Ordinance is to maintain the status quo while the City considers if the

existing underlying zoning districts and land development codes are appropriate for these properties.

(2) The City will perform the necessary economic, land use, concurrency and environmental analysis associated with the vision and goals that should be integrated in any new land use and zoning regulations for the Moratorium Study Area.

Sec. 3. Moratorium Imposed. The City Council hereby imposes an immediate six-month moratorium on the acceptance of all non-exempt development permit applications for development activities on property located within the Moratorium Study Area, as shown in the map attached hereto as Exhibit A. All such non-exempt applications shall be rejected and returned to the applicant. With regard to the City's acceptance of any exempt development application, such acceptance shall only allow processing to proceed, but shall not constitute an assurance that the application will be approved.

Sec. 4. Duration of Moratorium. The moratorium imposed by this Ordinance shall commence on the date of the adoption of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 2 herein), the moratorium shall not terminate until six (6) months after the date of adoption, or at the time all of the tasks described herein have been accomplished, whichever is sooner. The Council shall make the decision to extend the moratorium by six (6) months or to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Sec. 5. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption, and hereby sets a hearing date of December 8, 2022. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued imposition or cancel the moratorium.

Sec. 6. 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. 7. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of non-exempt development applications for property, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of development applications to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits, those with previously obtained approvals for development or redevelopment of the type identified as "exempt" may proceed with processing and development, as the case may be.

Sec. 8. Effective date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 7, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.13.190.

Draft Ordinance No. 22-058
Page 7 of 7

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

APPROVED AS TO FORM:

M A Y O R

City Attorney

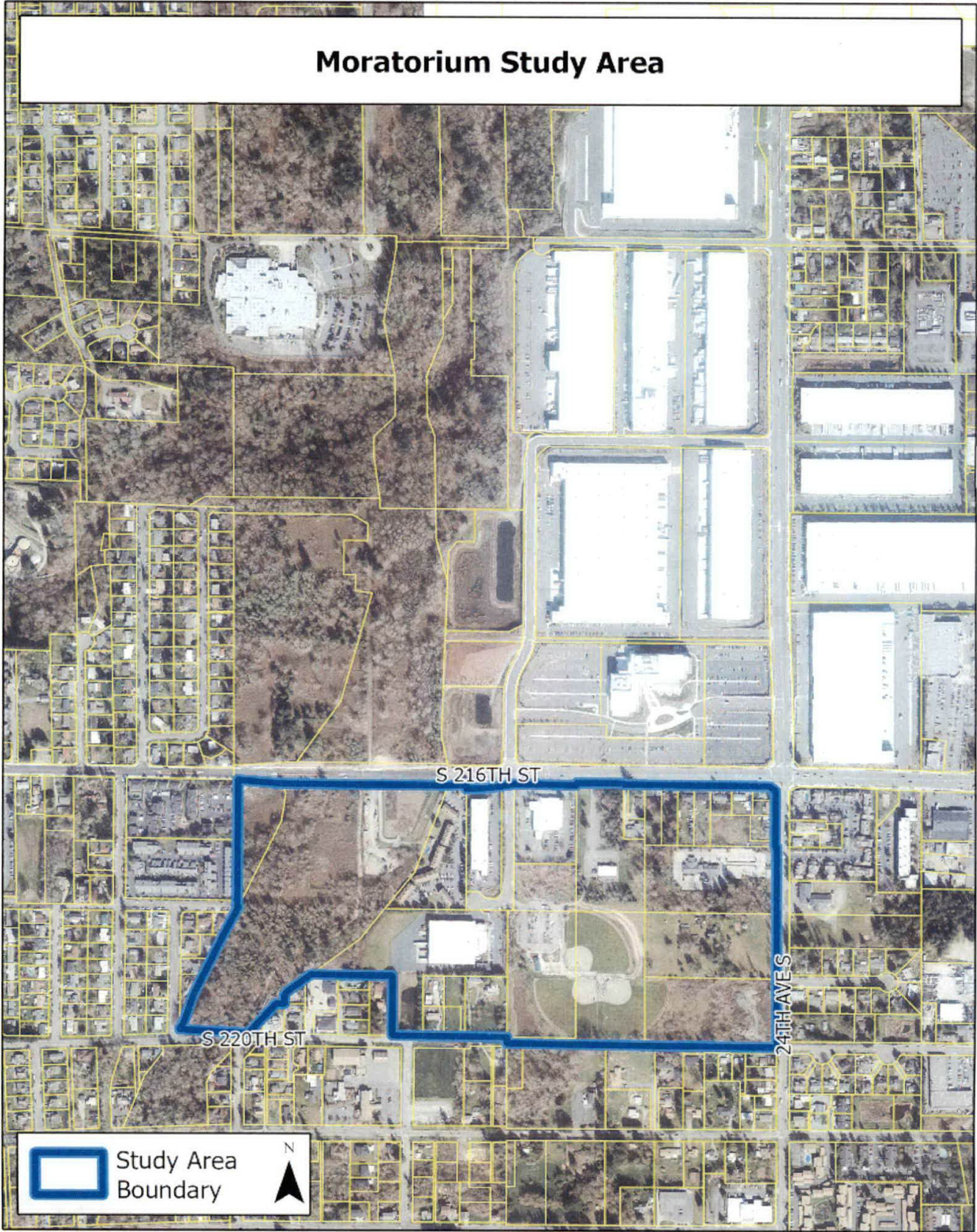
ATTEST:

City Clerk

Published: _____

10/26/2022
Draft Ordinance No. 22-058

Moratorium Study Area



AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing:
2023 Preliminary Annual Budget

ATTACHMENTS:

1. Draft Ordinance No. 22-060
2. Appendix A

FOR AGENDA OF: October 27, 2022

DEPT. OF ORIGIN: Finance Department

DATE SUBMITTED: October 10, 2022

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to:

- Present to the City Council the 2023 Preliminary Annual Budget for review and consideration, and;
- To hold a preliminary public hearing on the 2023 Preliminary Annual Budget, and;
- To consider for first reading the Draft Ordinance No. 22-060— adopting the final annual budget for the City of Des Moines, Washington for the fiscal year 2023.

The attached Draft Ordinance Appendix A presents the budget summary of sources and uses by funds to be adopted as the final budget by City Council later in the year.

Suggested Motion

Motion 1: “I move to approve Draft Ordinance No. 22-060 to a second reading on November 17, 2022 for further City Council consideration and approval.”

Background

In accordance with state law, the 2023 Preliminary Annual Budget was provided to the City Council and made available to the public on October 13, 2022.

Budget adoption requires two public hearings. The first public hearing is scheduled for October 27, 2022 and the final public hearing is scheduled for November 17, 2022. Notice of these public hearings were provided to the public on October 6, 2022 and October 13, 2022

Recommendation

Staff recommends that the City Council authorize the second reading of Draft Ordinance No. 22-060 on November 17, 2022 for further City Council consideration and approval.

CITY ATTORNEY'S FIRST DRAFT 10/20/2022

DRAFT ORDINANCE NO. 22-060

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final annual budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2023, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2022, as such revenues and expenditures form the basis for development of the budget for fiscal year 2023, approving revenues and expenditures for fiscal year 2023, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2022 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted the preliminary annual budget for the fiscal year ending December 31, 2023 to the City Council and has filed these budgets with the City Clerk, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2023 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed annual budget for fiscal year 2023 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2022, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2022 are necessary and in the public's interest, and

WHEREAS, a preliminary public hearing was held on October 27, 2022, to take public comment with respect to the proposed 2023 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the preliminary public hearing was held on the 27th day of October, 2022, and all persons wishing to be heard were heard, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the final public hearing for November 17,

Ordinance No. 22-060
Page 2 of 4

2022, to take public comment with respect to the proposed 2023 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the final public hearing was held on the 17th day of November, 2022, and all persons wishing to be heard were heard; now therefore,

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

Sec. 1. The findings set forth in the preamble to this Ordinance are hereby adopted and incorporated by reference.

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2023 annual budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2022 which are incorporated in the annual budget for fiscal year 2023, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's annual budget for fiscal year 2023 rely upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2022, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's annual budget for fiscal year 2022 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached annual budget for fiscal year 2023.

Sec. 6. The final annual budget for the City of Des Moines' fiscal year 2023 is hereby adopted and approved in summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein

Sec 7. 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 the other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

Sec 8. Effective date. This Ordinance shall take effect and be in full force (5) five days after its final passage by the Des Moines City Council.

Ordinance No. 22-060
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this
17th day of November, 2022 and signed in authentication thereof
this 17th day of November, 2022.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

**DRAFT ORDINANCE 22-060
APPENDIX A**

**2023 PRELIMINARY BUDGET
SUMMARY OF SOURCES AND USES**

		Estimated		
		Beginning Fund	Revenue	Total Sources
Funds		Balance		
	General Fund	\$ 6,947,169	\$ 24,809,248	\$ 31,756,417
Special Revenue	Streets	942,370	1,910,518	2,852,888
	Street Pavement	2,414,956	1,642,086	4,057,042
	Development	3,048,214	2,815,250	5,863,464
	Police Drug Seizure	141,562	40,000	181,562
	Hotel-Motel Tax	154,257	120,750	275,007
	Affordable Housing Sales Tax	57,095	34,200	91,295
	American Rescue Plan Funding	7,384,040	1,750	7,385,790
	Redondo Zone	5,230	77,850	83,080
	Waterfront Zone	391,642	128,350	519,992
	PBPW Automation Fee	496,500	126,500	623,000
	Urban Forestry	-	5,000	5,000
	Abatement	35,319	5,400	40,719
	Automated Speed Enforce (ASE)	220,206	365,500	585,706
	Transportation Benefit District	2,190,935	1,044,000	3,234,935
	Total Special Revenue Funds	17,482,326	8,317,154	25,799,480
Debt Service	REET 1 Debt Service	-	-	-
	REET 2 Debt Service	20,603	233,492	254,095
	2018 LTGO Debt Service	113,452	226,500	339,952
	Total Debt Service Funds	134,055	459,992	594,047
Capital Projects	Municipal Capital Improvement	524,105	4,550,000	5,074,105
	Transportation Capital Improvement	5,965,724	8,559,000	14,524,724
	REET 1st Quarter	3,251,830	810,000	4,061,830
	REET 2nd Quarter	2,490,980	802,500	3,293,480
	Park Levy	2,880	183,000	185,880
	Park In Lieu	245,125	402,844	647,969
	One Time Revenues	2,259,104	267,500	2,526,604
	Traffic In Lieu	1,018,957	1,150,500	2,169,457
	Traffic Impact Citywide	737,165	351,250	1,088,415
	Traffic Impact Pacific Ridge	677,705	100,750	778,455
	Total Capital Project Funds	17,173,575	17,177,344	34,350,919
Enterprise	Marina	4,241,679	8,989,736	13,231,415
	Surface Water Management	7,160,142	6,477,077	13,637,219
	Total Enterprise Funds	11,401,821	15,466,813	26,868,634
Internal Service	Equipment Rental Operations	331,963	663,109	995,072
	Equipment Rental Replacement	1,607,076	1,036,106	2,643,182
	Facility Repair & Replacement	238,276	301,770	540,046
	Computer Replacement	1,271,186	175,203	1,446,389
	Self Insurance	788,126	783,704	1,571,830
	Unemployment Insurance	482,562	36,500	519,062
	Total Internal Service Funds	4,719,189	2,996,392	7,715,581
Total Budget - All Funds		\$ 57,858,135	\$ 69,226,943	\$ 127,085,078

DRAFT ORDINANCE 22-060
APPENDIX A

Funds		Estimated Ending		Total Uses
	Expenditure	Fund Balance		
General Fund	\$ 27,246,473	\$ 4,509,944	\$	31,756,417
Special Revenue	Streets	2,032,774	820,114	2,852,888
	Street Pavement	3,151,000	906,042	4,057,042
	Development	4,149,839	1,713,625	5,863,464
	Police Drug Seizure	11,000	170,562	181,562
	Hotel-Motel Tax	120,000	155,007	275,007
	Affordable Housing Sales Tax	30,000	61,295	91,295
	American Rescue Plan Funding	3,154,759	4,231,031	7,385,790
	Redondo Zone	80,934	2,146	83,080
	Waterfront Zone	121,692	398,300	519,992
	PBPW Automation Fee	78,429	544,571	623,000
	Urban Forestry	5,000	-	5,000
	Abatement	5,000	35,719	40,719
	Automated Speed Enforce (ASE)	397,000	188,706	585,706
	Transportation Benefit District	1,450,000	1,784,935	3,234,935
Total Special Revenue Funds		14,787,427	11,012,053	25,799,480
Debt Service	REET 1 Debt Service	-	-	-
	REET 2 Debt Service	236,493	17,602	254,095
	2018 LTGO Debt Service	226,400	113,552	339,952
	Total Debt Service Funds	462,893	131,154	594,047
Capital Projects	Municipal Capital Improvement	5,199,864	(125,759)	5,074,105
	Transportation Capital Improvement	8,534,000	5,990,724	14,524,724
	REET 1st Quarter	1,742,000	2,319,830	4,061,830
	REET 2nd Quarter	983,492	2,309,988	3,293,480
	Park Levy	108,000	77,880	185,880
	Park In Lieu	17,000	630,969	647,969
	One Time Revenues	270,000	2,256,604	2,526,604
	Traffic In Lieu	1,150,000	1,019,457	2,169,457
	Traffic Impact Citywide	926,000	162,415	1,088,415
	Traffic Impact Pacific Ridge	-	778,455	778,455
	Total Capital Project Funds	18,930,356	15,420,563	34,350,919
Enterprise	Marina	9,322,194	3,909,221	13,231,415
	Surface Water Management	8,079,313	5,557,906	13,637,219
	Total Enterprise Funds	17,401,507	9,467,127	26,868,634
Internal Service	Equipment Rental Operations	768,629	226,443	995,072
	Equipment Rental Replacement	946,000	1,697,182	2,643,182
	Facility Repair & Replacement	605,000	(64,954)	540,046
	Computer Replacement	428,079	1,018,310	1,446,389
	Self Insurance	801,000	770,830	1,571,830
	Unemployment Insurance	42,500	476,562	519,062
	Total Internal Service Funds	3,591,208	4,124,373	7,715,581
Total Budget - All Funds		\$ 82,419,864	\$ 44,665,214	\$ 127,085,078

2023 PRELIMINARY ANNUAL BUDGET

- The City Manager submitted, according to state legal requirements, the recommended 2023 Annual Budget

MACROECONOMIC IMPACTS TO THE BUDGET

- Lingering impacts of COVID
- Inflation
 - Aggregate demand issues
 - Cost of energy
 - Constraints on the availability and supply of goods
- Uncertainty in the labor markets, result in;
 - Difficulty in planning for attrition and retirements
 - Filling vacant positions
 - Maintaining stable workforce

2023 BUDGET APPROACH

- Strategies
 - Enhanced use of technology
 - Training
 - Safety

SAFETY

2023 Workplace Safety Implementations

CENTRALIZED SAFETY BUDGET

- Overseen by the Director of Human Resources and administered by the Director of Emergency Management and Workplace Safety.

TRAINING

- Provide in house Safety Driving Training: All City employees whose position requires driving a City owned vehicle will be required to go through this training which will include the following:
 - An online interactive “*L&I Safe Driving and Distracted Driving Prevention*” training videos
 - In collaboration with the Police Department, staff will undergo driving evaluations, with an emphasis on safe driving practices
- Provide in house First Aid/CPR Trainings: Two City employees will be certified to give First Aid/CPR Training. Currently, there are over (100) positions that require employees to be First Aid/CPR certified
- Creation of a robust and comprehensive safety orientation

COMPLIANCE

- Update the Safety Accident Prevention plan
- Clarification of safety policies and procedures
- Digitalize reporting incidents and accidents, making it more accessible to everyone
- Ensure First Aid kits are placed in all facilities

AWARENESS

- Campaign to promote a safer work environment
- Introduce the new City’s safety slogan that was voted on by City employees: **STAY ALERT! DON’T GET HURT!**



2023-2027 GENERAL FUND							
	BUDGET 2022	REVISED BUDGET 2022	BUDGET 2023	FORECAST			
				2024	2025	2026	2027
BEGINNING FUND BALANCE	\$ 4,536,182	\$ 7,163,952	\$ 6,947,169	\$ 4,509,944	\$ 4,459,686	\$ 4,492,355	\$ 4,555,037
Operating Revenues	22,269,094	22,801,873	23,289,489	26,005,935	26,579,067	27,374,574	28,065,812
Operating Expenditures	(23,698,055)	(23,736,693)	(26,169,193)	(26,494,193)	(26,546,397)	(27,311,893)	(27,902,725)
** Net Activity ("Operating revenues over (under) operating expenditures")	(1,428,961)	(934,820)	(2,879,704)	(488,258)	32,670	62,681	163,087
ONE-TIME ACTIVITIES							
Total One-Time Revenues	2,256,265	2,156,265	1,519,759	1,126,320	200,000	125,000	75,000
Total One-Time Expenditures	(1,190,265)	(1,438,228)	(1,077,280)	(688,320)	(200,000)	(125,000)	(75,000)
ENDING FUND BALANCE	\$ 4,173,221	\$ 6,947,169	\$ 4,509,944	\$ 4,459,686	\$ 4,492,355	\$ 4,555,037	\$ 4,718,124

GFOA Target of 60 days (approx. 16.67%)	3,950,466	3,956,907	4,362,404	4,416,582	4,425,284	4,552,893	4,651,384
Reserve (shortfall) surplus to GFOA Target	222,755	2,990,262	147,540	43,104	67,071	2,144	66,740
Ending Reserve - % Total Operating Expenditures	17.61%	29.27%	17.23%	16.83%	16.92%	16.68%	16.91%

**** Due to the uncertainites with COVID and potential economic recovery, the yearly summaries reflect conservative revenue estimates.**

KEY REVENUE DYNAMICS FOR GENERAL FUND

- 1% increase in property tax imposed for fiscal year 2023
 - Please note: The City did not impose a 1% increase in property taxes for 2021 and 2022
- Retail sales tax has recovered faster than anticipated – despite the fact the sales tax rate has not increased
- Business & Occupation taxes decreased in 2020 and 2021 but are recovering in 2022 and 2023
- One-time American Rescue Plan funding assisting the City to:
 - Cover the Parks & Recreation staff to organize and provide programming to the community, as long as it can be done safely
 - Hire two Police Officers and social worker services
 - Provide funding for the re-organization of Municipal Court
 - And various other items

KEY REVENUE SOURCES FOR GENERAL FUND

GENERAL FUND REVENUE	2017 ACTUAL	2018 ACTUAL	2019 ACTUAL	2020 ACTUAL	2021 ACTUAL	2022 REVISED BUDGET	2023 BUDGET	
Taxes:								
Property	\$ 4,785,739	\$ 4,991,302	\$ 5,113,155	\$ 5,171,288	\$ 5,305,346	\$ 5,311,057	\$ 5,522,043	22.26%
Retail Sales	3,365,387	3,626,023	3,728,248	3,107,938	3,565,499	3,700,000	3,965,875	15.99%
Criminal Justice Sales	852,539	937,447	981,929	906,259	1,079,925	1,112,500	1,187,500	4.79%
Business & Occupation	1,014,466	1,382,569	1,237,947	903,886	1,007,197	1,271,000	1,338,550	5.40%
Utility	3,937,927	3,727,386	3,668,637	3,706,825	3,790,509	3,853,198	4,550,105	18.34%
Leasehold	165,976	193,741	212,899	200,852	216,634	240,000	239,000	0.96%
Gambling	32,423	79,528	19,889	27,056	27,984	20,000	50,000	0.20%
Taxes	14,154,457	14,937,996	14,962,702	14,024,104	14,993,094	15,507,755	16,853,073	67.93%
Licenses & Permits	1,216,652	1,108,670	1,351,022	1,441,860	1,464,304	1,361,500	1,373,000	5.53%
Intergovernmental	669,563	797,349	854,609	2,321,793	1,509,033	1,196,507	1,016,020	4.10%
Charges for Services	4,657,614	5,010,540	5,376,073	5,076,241	2,864,800	3,377,488	2,729,152	11.00%
Fines	136,773	136,827	183,914	149,734	136,494	158,600	157,850	0.64%
Fines - Red Light Running	2,724,840	2,011,815	1,767,675	1,202,707	1,313,215	1,200,000	1,200,000	4.84%
Interest, Rents, Misc & Transfers In	514,378	568,071	574,375	210,363	1,256,301	1,901,609	1,480,153	5.97%
Total Revenues	\$ 24,074,277	\$ 24,571,268	\$ 25,070,370	\$ 24,426,802	\$ 23,537,241	\$ 24,703,459	\$ 24,809,248	100.00%

FACTORS IMPACTING THE BUDGET

- Cost-of-Living increases recommended at 8%
- Medical premium changes
 - City received 'Well City' rates from Association of Washington Cities
 - Regence/Asuris: 4.5% increase
 - Kaiser Permanente: 7.0% increase
 - Delta Dental: no change in premium, slight decrease for dependents
- One-time American Rescue Plan (ARPA) funding programmed 2021 through 2024 (Funds may be utilized through December 31, 2026)

2023-2027 DEVELOPMENT FUND							
	BUDGET	REVISED BUDGET	BUDGET	FORECAST			
	2022	2022	2023	2024	2025	2026	2027
<u>BEGINNING FUND BALANCE</u>	\$ 3,617,029	\$ 3,553,588	\$ 3,030,943	\$ 2,578,119	\$ 1,675,979	\$ 1,026,327	\$ 568,549
Revenues	2,383,243	2,842,907	3,815,250	3,390,250	3,458,055	2,958,055	3,046,797
Expenditures	(3,218,472)	(3,348,281)	(4,149,839)	(4,015,833)	(3,815,833)	(3,415,833)	(3,165,833)
Net Activity	(835,229)	(505,374)	(334,589)	(625,583)	(357,778)	(457,778)	(119,036)
Sound Transit Revenues	239,664	239,664	159,640	29,800	29,800	-	-
Sound Transit Expenditures	(256,935)	(256,935)	(277,875)	(306,357)	(321,675)	-	-
Sound Transit Net Activity	(17,271)	(17,271)	(118,235)	(276,557)	(291,875)	-	-
<u>ENDING FUND BALANCE</u>	\$ 2,764,529	\$ 3,030,943	\$ 2,578,119	\$ 1,675,979	\$ 1,026,327	\$ 568,549	\$ 449,514

2023-2027 MARINA FUND FINANCIAL FORECAST

	BUDGET 2022	REVISED BUDGET 2022	BUDGET 2023	FORECAST			
				2024	2025	2026	2027
<u>BEGINNING WORKING CAPITAL</u>	\$ 2,661,830	\$ 6,029,538	\$ 5,676,793	\$ 6,256,335	\$ 2,510,396	\$ 2,796,000	\$ 2,829,341
Operating Revenues	4,627,786	5,077,786	5,101,736	5,305,805	5,438,451	5,710,373	5,995,892
Operating Expenses	(3,410,063)	(3,695,063)	(3,760,012)	(3,910,412)	(4,008,173)	(4,108,377)	(4,272,712)
<i>Operating Income (Loss) excluding depreciation</i>	1,217,723	1,382,723	1,341,724	1,395,393	1,430,278	1,601,996	1,723,180
Transfers In	733,000	-	383,000	-	-	-	-
Grants	50,000	-	-	-	-	-	-
Interest & Miscellaneous Revenue	-	-	5,000	-	-	-	-
Bond Proceeds (Placeholder)	2,217,000	-	3,500,000	-	3,000,000	-	-
Capital Improvements	(4,350,000)	(956,000)	(4,181,000)	(4,060,000)	(3,060,000)	(60,000)	(902,000)
Debt Service	(779,468)	(779,468)	(469,182)	(1,081,332)	(1,084,674)	(1,508,655)	(1,532,059)
Total Capital Improvements & Debt Service	(2,129,468)	(1,735,468)	(762,182)	(5,141,332)	(1,144,674)	(1,568,655)	(2,434,059)
<i>Total Net Activity</i>	(911,745)	(352,745)	579,542	(3,745,939)	285,604	33,341	(710,879)
<u>ENDING WORKING CAPITAL</u>	\$ 1,750,085	\$ 5,676,793	\$ 6,256,335	\$ 2,510,396	\$ 2,796,000	\$ 2,829,341	\$ 2,118,461
Capital Improvements:							
Fuel & Electrical Replacement	\$ -	\$ (46,000)	\$ -	\$ (60,000)	\$ (60,000)	\$ (60,000)	\$ -
Tenant Restroom Replacement	(733,000)	(50,000)	(733,000)				
Dock Electrical Replacements	-	-					
Marina Guest Moorage Power Upgrades		(286,000)					
Marina Dock Replacement	(2,567,000)	(573,000)	(3,000,000)	(3,000,000)	(3,000,000)	-	(902,000)
Dredging Services	-	(1,000)	(398,000)				
All Purpose Building	(1,050,000)	-	(50,000)	(1,000,000)			
Total Capital Improvements	<u>\$ (4,350,000)</u>	<u>\$ (956,000)</u>	<u>\$ (4,181,000)</u>	<u>\$ (4,060,000)</u>	<u>\$ (3,060,000)</u>	<u>\$ (60,000)</u>	<u>\$ (902,000)</u>

10

NOTE: No General Fund tax revenue is used to pay for Marina operations.

2023-2027 SURFACE WATER MANAGEMENT FUND FINANCIAL FORECAST

	BUDGET 2022	REVISED BUDGET 2022	BUDGET 2023	FORECAST				
				2024	2025	2026	2027	
BEGINNING WORKING CAPITAL	\$ 6,714,461	\$ 9,456,631	\$ 8,900,282	\$ 6,521,046	\$ 5,017,829	\$ 4,683,418	\$ 5,942,069	
Operating Revenues	4,688,997	4,688,997	5,393,077	5,716,662	5,888,161	6,094,247	6,246,603	
Operating Expenses	(3,458,346)	(3,458,346)	(3,651,313)	(3,833,879)	(4,025,573)	(4,186,595)	(4,291,260)	
Operating Income (Loss) excluding depreciation	1,230,651	1,230,651	1,741,764	1,882,783	1,862,589	1,907,652	1,955,343	
Storm Drainage Hook-Up Fees	-	25,000	-	-	-	-	-	
Interest Income	40,000	40,000	20,000	25,000	30,000	35,000	40,000	
Grants for Capital	340,000	340,000	1,064,000	-	-	-	-	
SWM Cost Reimbursements	-	-	-	100,000	500,000	-	-	
Capital Improvements	(4,450,000)	(2,192,000)	(5,205,000)	(3,411,000)	(2,227,000)	(684,000)	(1,733,000)	
Total Change	(2,839,349)	(556,349)	(2,379,236)	(1,503,217)	(334,411)	1,258,652	262,343	
ENDING WORKING CAPITAL	\$ 3,875,112	\$ 8,900,282	\$ 6,521,046	\$ 5,017,829	\$ 4,683,418	\$ 5,942,069	\$ 6,204,412	
Capital Improvements:								
Barnes Creek/KDM Culvert	\$ (2,057,000)	\$ (228,000)	\$ (1,664,000)	\$ -	\$ -	\$ -	\$ -	
24th Ave Pipe Replacement	(948,000)	(91,000)	(948,000)	-	-	-	-	
Deepdene Outfall	(120,000)	(50,000)	(120,000)	-	-	-	-	
216th/Marine View Dr Pipe Upgrade	-	-	(150,000)	(434,000)	-	-	-	
6th Ave/239th Pipe Replacement	-	(6,000)	-	-	-	-	-	
8th Ave Pipe (264th to 265th)	-	(5,000)	-	-	-	-	-	
N Fork McSorley Ck Diversion	(910,000)	(1,118,000)	-	-	-	-	-	
Soundview Dr./Redondo Beach Dr. Pipe Upgrade Project	-	(11,000)	-	-	-	-	-	
South 256th Place Slide Repair	-	(3,000)	-	-	-	-	-	
10th Ave Pipe Replacement	-	(63,000)	-	-	-	-	-	
S 251st & 10th Avenue Pipe Replacement Project	-	-	-	-	-	-	-	
S 200th St Drainage Improvements	-	-	-	-	(500,000)	-	-	
Service Center Material Storage Improvements	-	-	-	-	-	(100,000)	-	
DMMD 208th to 212th Pipe Project	(296,000)	(296,000)	(860,000)	-	-	-	-	
KDM /16th Avenue A Pipe Replacement	-	(234,000)	(836,000)	-	-	-	-	
Massey Creek Pocket Estuary and Fish Passage	(50,000)	(50,000)	(450,000)	(2,500,000)	-	-	-	
S 234th Pl Pipe Project	(69,000)	-	-	-	-	-	-	
Des Moines Creek Estuary Restoration	-	(1,000)	(50,000)	(350,000)	(1,600,000)	-	-	
Redondo Creek Pipe Project	-	(36,000)	-	-	-	-	-	
Pipe Repair and Replacement Project Program	-	-	(127,000)	(127,000)	(127,000)	(127,000)	(127,000)	
6th Pl/287th Street Pipe Replacement	-	-	-	-	-	-	(275,000)	
5th Ave/212th Street Pipe Upgrade	-	-	-	-	-	(457,000)	(1,381,000)	
Total Capital Improvements	\$ (4,450,000)	\$ (2,192,000)	\$ (5,205,000)	\$ (3,411,000)	\$ (2,227,000)	\$ (684,000)	\$ (1,733,000)	

REVIEW OF DEPARTMENT ORGANIZATION

- Vacancies
- Upcoming Attrition (0-3 yrs.)
- Succession Planning Strategies

Job Type	Vacancies	Attrition
DIRECTORS	0%	62%
MANAGERS/SUPERVISORS	12%	7%
GENERAL/TEAMSTERS	11%	9%
POLICE GUILD	5%	17%
TOTAL EE's	144	
TOTAL ATTRITION	22	
TOTAL VACANCIES	15	
TOTAL EE's +VACANCIES*	159	
2022 TOTAL BDGT FTE'S	157.34	
*excludes extra-hire employees		

DEPARTMENT ORGANIZATION KEY

Eligible to retire NOW:

- Meets Dept. of Retirement Services (DRS) age requirement for PERS, LEOFF 2 or PERS plans
- Meets DRS plan requirements for service credits
- Meets City of Des Moines years of service

Eligible to retire in 0-3 years:

- Within (3) years of age eligibility for retirement per PERS, LEOFF 2 or PERS plans
- Within (3) years of service credit eligibility for DRS plan requirements for service credits
- Has or will meet City of Des Moines years of service within (3) years of employment

Vacancy:

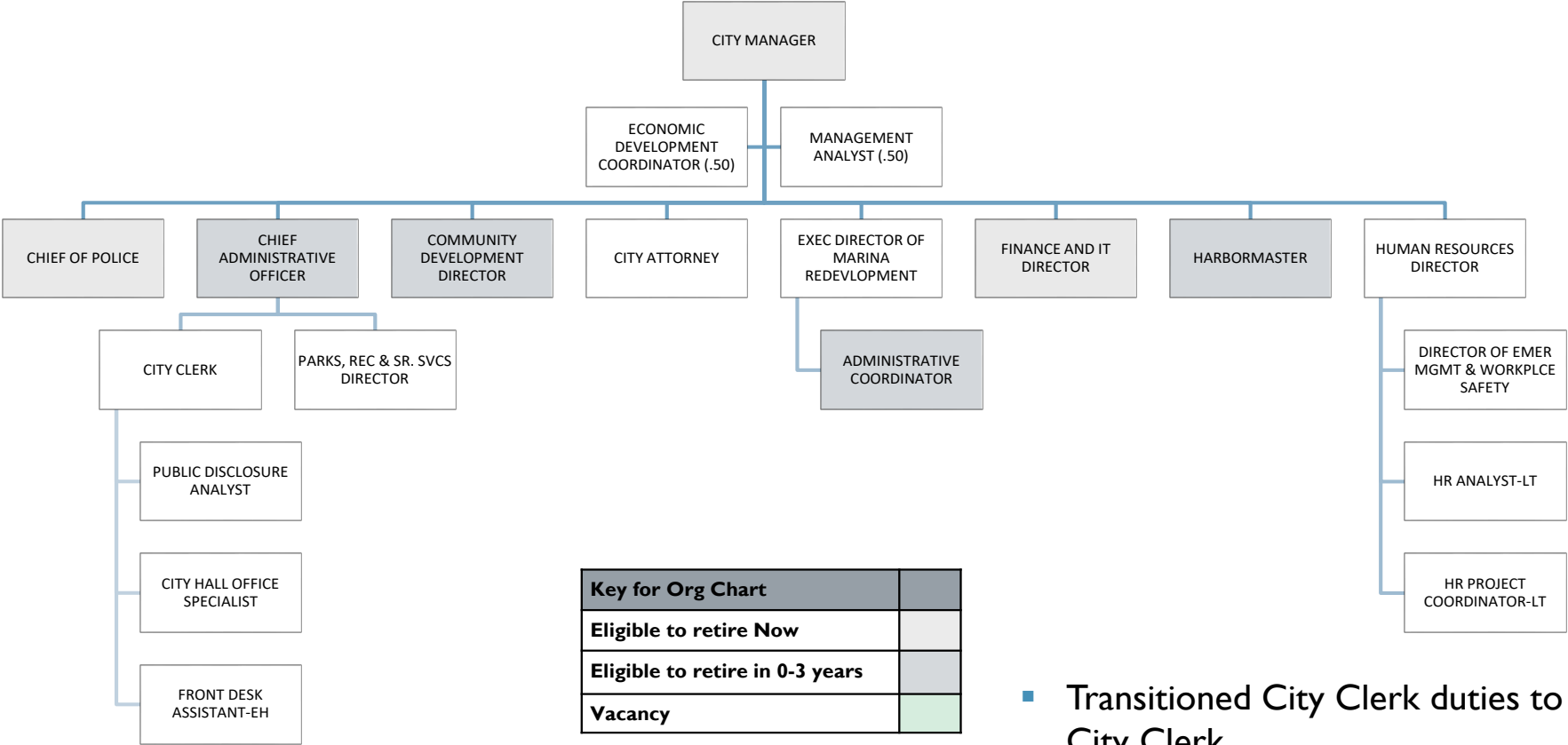
- Active vacancy for a budgeted position

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

**Org Charts reflect reporting relationships*

DEPARTMENT ORGANIZATION

CITY MANAGER'S OFFICE

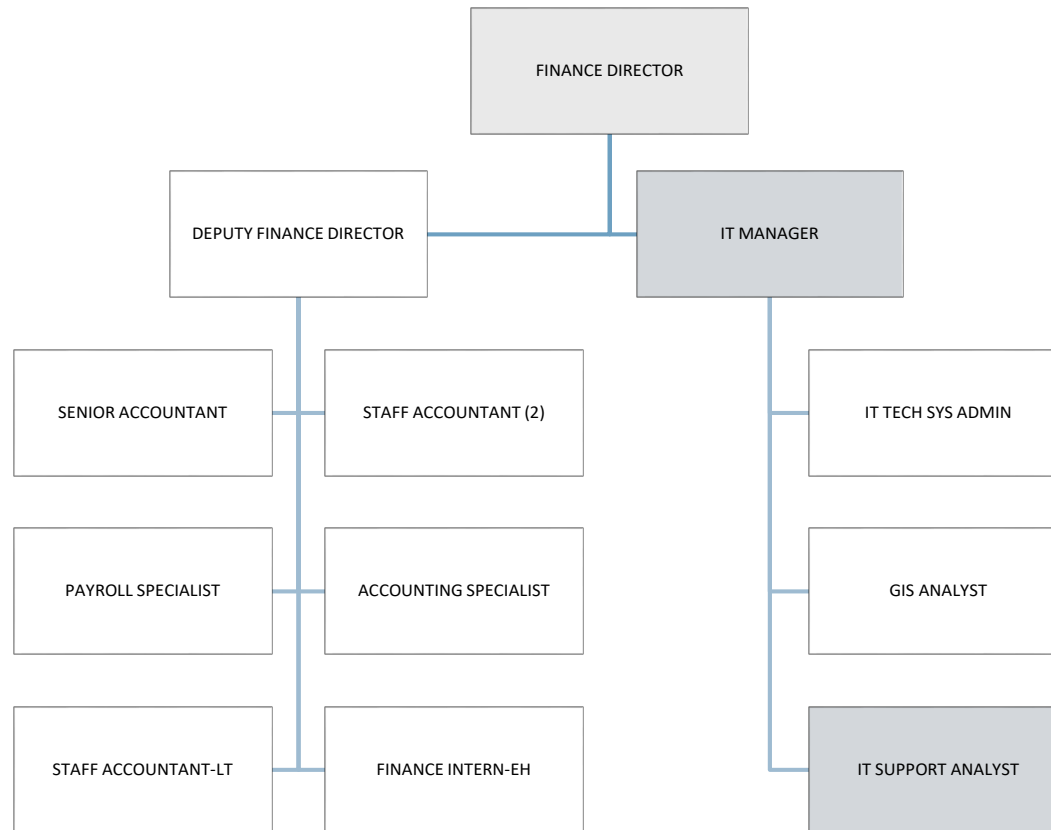


Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

- Transitioned City Clerk duties to former Deputy City Clerk

DEPARTMENT ORGANIZATION

FINANCE AND INFO TECHNOLOGY

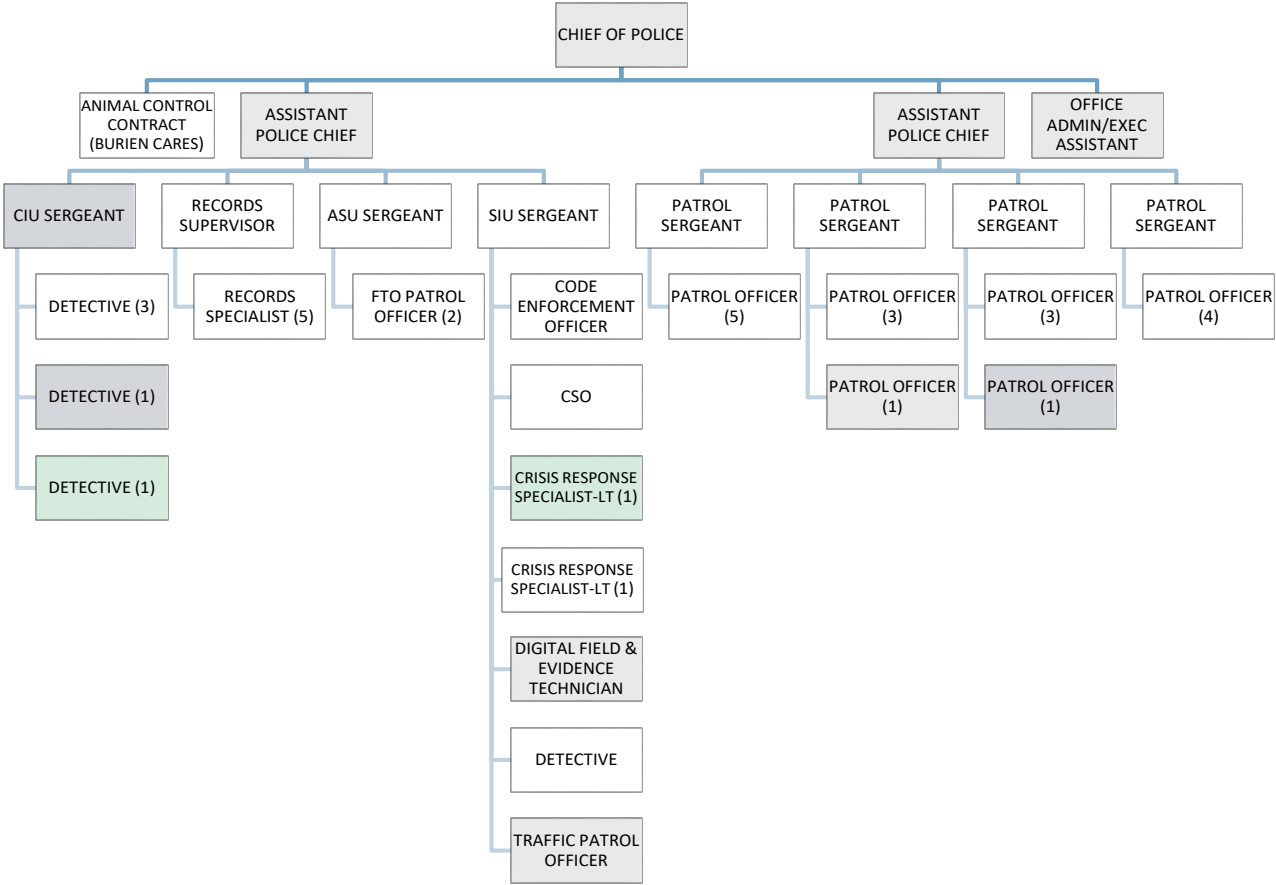


- Deputy Finance Director will replace Finance Director upon her retirement
- Requested an additional FTE for the IT Department in 2023
- Creating Accounting Operations Manager position in 2023

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

DEPARTMENT ORGANIZATION

POLICE

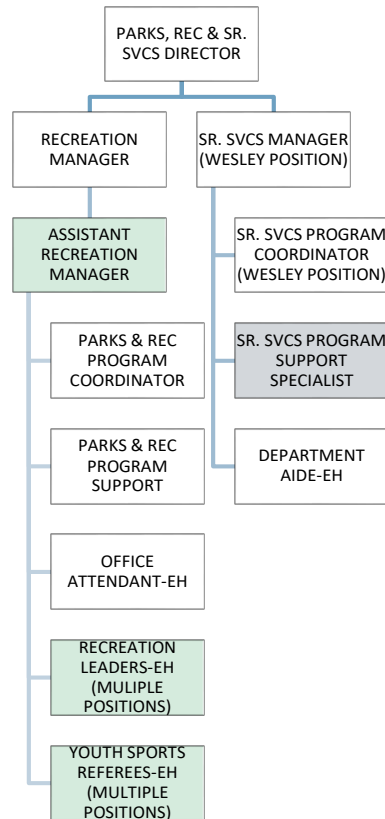


- Eliminated a Commander and created an Assistant Police Chief
- Added to ARPA funded police officer positions in 2022

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

DEPARTMENT ORGANIZATION

PARKS, RECREATION AND SENIOR SERVICES

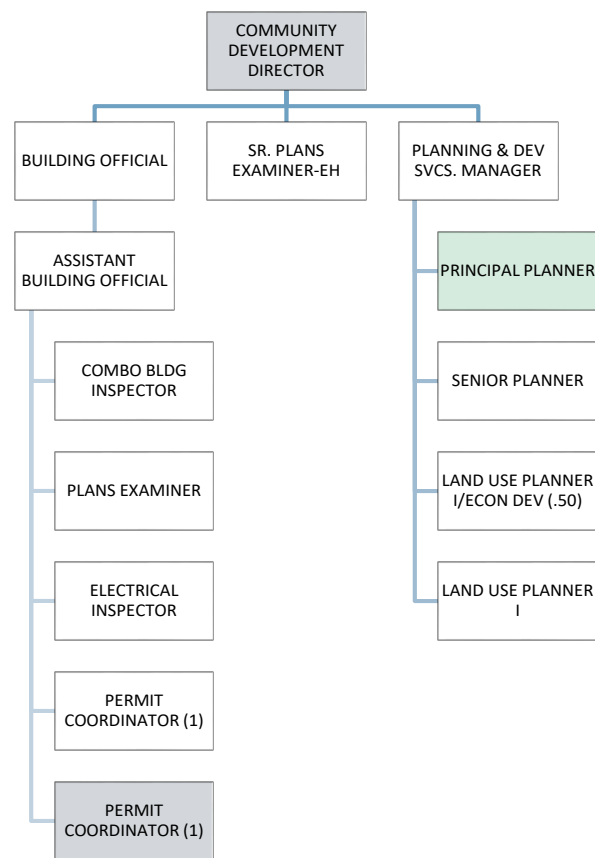


- Parks, Rec and Senior Services Assistant Director was re-classed to Parks, Rec and Senior Services Director
- Re-classed Program Specialist into Program Coordinator
- Currently recruiting for Assistant Rec Manager

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

DEPARTMENT ORGANIZATION

COMMUNITY DEVELOPMENT

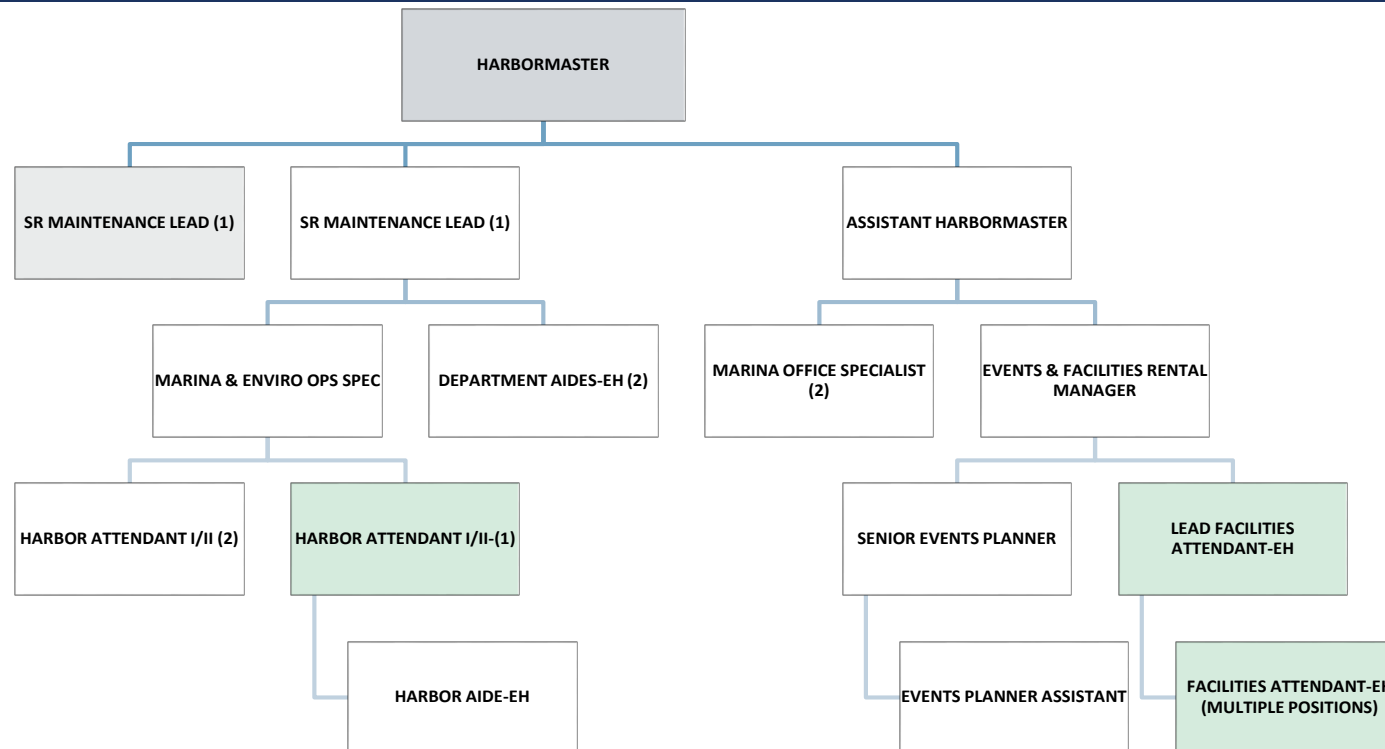


- Created Community Development Director position
- Filled Building Official and Assistant Building Official positions using Incentivized Advancement Plan
- Internal promotion for Planning and Development Services Manager

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

DEPARTMENT ORGANIZATION

MARINA AND EVENTS AND FACILITY RENTALS

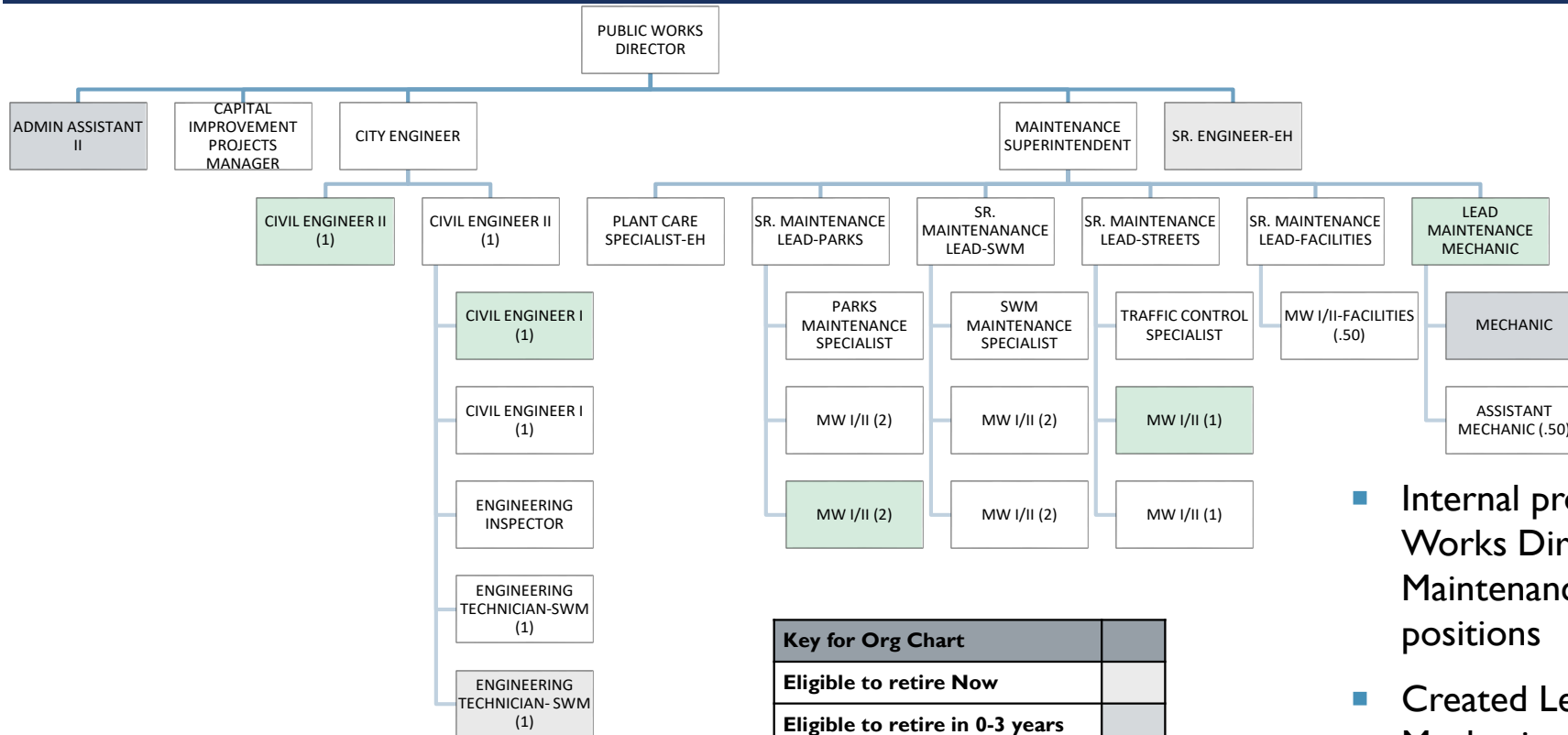


- Created Assistant Harbormaster position.
- Created additional Senior Maintenance Lead.
- Re-classed Program Specialist into Senior Events Planner.

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

DEPARTMENT ORGANIZATION

PUBLIC WORKS AND ENGINEERING

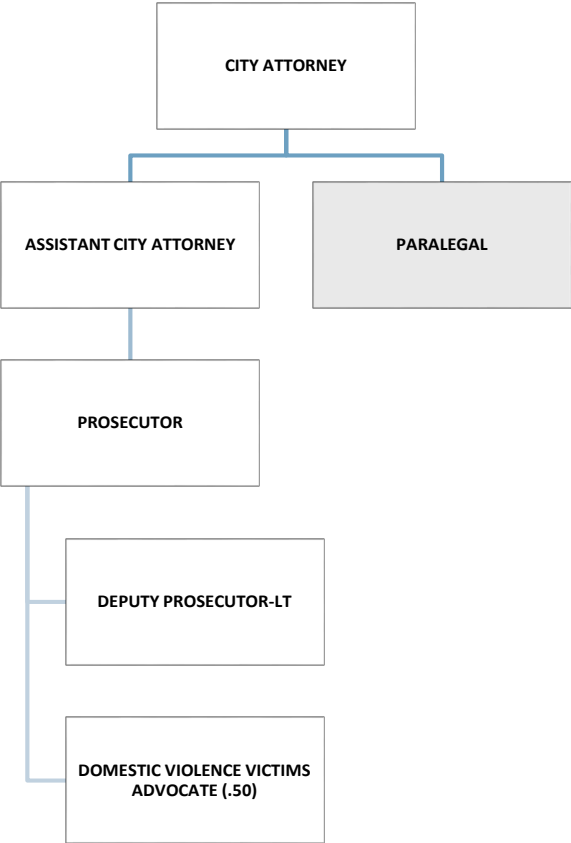


Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

- Internal promotions for Public Works Director, City Engineer and Maintenance Superintendent positions
- Created Lead Maintenance Mechanic position 20

DEPARTMENT ORGANIZATION

LEGAL

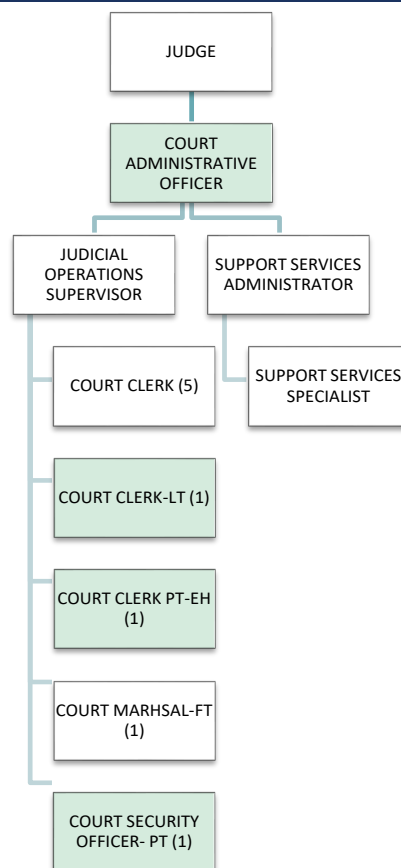


- Re-classed Assistant City Attorney
- Created Limited Term Deputy Prosecutor position

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

DEPARTMENT ORGANIZATION

MUNICIPAL COURT



- Created Judicial Operations Supervisor
- Re-classed to create a Support Service Administrator
- Increased Court Marshal to full-time for additional coverage in the Court

Key for Org Chart	
Eligible to retire Now	
Eligible to retire in 0-3 years	
Vacancy	

NEXT STEPS

- November 17, 2022:
 - Public Hearing – 2023 Preliminary Annual Budget, 2nd Reading and adoption
 - Public Hearing – 2023 General Property Tax Levy and Revenue Sources
 - Public Hearing – 2022 Annual Budget, Budget Amendment
- “I move to approve Draft Ordinance No. 22-060 to a second reading on November 17, 2022 for further City Council consideration and approval.”