



**AGENDA**  
**DES MOINES CITY COUNCIL**  
**REGULAR MEETING**  
**City Council Chambers**  
**21630 11th Avenue S, Suite C**  
**Des Moines, Washington**  
**Thursday, June 12, 2025 - 6:00 PM**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL**

**PROCLAMATIONS**

- Item 1. DES MOINES FARMERS MARKET 20 YEAR PROCLAMATION  
**Motion:** To adopt the proclamation recognizing and celebrating the 20th season of the Des Moines Farmers Market.  
[Des Moines Farmers Market 20 Year Proclamation](#)

**COMMENTS FROM THE PUBLIC**

**COMMITTEE CHAIR REPORTS**

ENVIRONMENT COMMITTEE: Chair JC Harris

**REGIONAL COMMITTEE REPORT**

**CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS**

- Item 1. WSDOT SR 509 COMPLETION PROJECT UPDATE  
Item 2. DISCUSSION OF 2025 CITY LEGISLATIVE PRIORITIES  
[Discussion of 2025 City Legislative Priorities](#)

**CONSENT AGENDA**

Item 1. APPROVAL OF VOUCHERS

**Motion:** To approve the payment vouchers through May 29, 2025 and payroll transfers through May 20, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#11851-11941	\$ 845,899.60
Wires	#2967-2976	\$1,962,630.80
Accounts Payable Checks	#166763-166796	\$1,134,275.95
Payroll Voided Advice	#11879	\$ (3,000)
Payroll Advice	#13608-13764	\$ 474,354.00

Total Checks and Wires for A/P & Payroll: \$4,414,160.35

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

**Motion:** To approve the minutes from the City Council Study Session held on May 01, 2025 and the City Council Regular Meeting held on May 08, 2025.

[Approval of Minutes](#)

Item 3. WATER RESOURCE INVENTORY AREA 9 - INTERLOCAL AGREEMENT RENEWAL

**Motion:** To approve the 2026-2035 Interlocal Agreement between the jurisdictions located within Water Resource Inventory Area 9 for the purpose of sharing costs for implementing the Salmon Habitat Plan, and to authorize the City Manager to sign such agreement substantially in the form submitted.

[Water Resource Inventory Area 9 – Interlocal Agreement Renewal](#)

Item 4. 2026 SKHHP WORK PLAN AND BUDGET

**Motion:** To enact Draft Resolution No. 25-046, approving the 2026 South King Housing and Homelessness Partners Budget and the 2026 Work Plan.

[2026 SKHHP Work Plan and Budget](#)

Item 5. AMENDMENT TO INTERAGENCY AGREEMENT BETWEEN WSDOT AND CITY OF DES MOINES

**Motion:** To approve the Amended Interagency Agreement between the Washington State Department of Transportation and the City of Des Moines – Agreement GCB 3807, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.

[Amendment to Interagency Agreement GCB 3807 Between WSDOT and City of Des Moines](#)

Item 6. CONTRACT FOR CONSTRUCTION SUPPORT SERVICES WITH MOFFATT & NICHOL

**Motion:** To approve the contract with Moffatt & Nichol for construction support services of the Dock Replacement Project in the amount of \$179,102.00 plus a contingency of \$18,000.00 for a total authorization of \$197,102.00 and authorize the City Manager to sign the contract substantially in the form as attached.

[Contract for Construction Support Services with Moffatt & Nichol](#)

## **PUBLIC HEARING/CONTINUED PUBLIC HEARING**

- Item 1. WOODMONT BEACH APARTMENTS LLC DEVELOPMENT AGREEMENT  
Staff Presentation by: Community Development Director Rebecca Deming  
[Woodmont Beach Apartments LLC Development Agreement](#)
- Item 2. ACCESSORY DWELLING UNITS  
Staff Presentation by: Community Development Director Rebecca Deming  
[Accessory Dwelling Units](#)
- Item 3. MIDDLE HOUSING  
Staff Presentation by: Planning and Development Services Manager Laura Techico  
[Middle Housing](#)

## **NEW BUSINESS**

- Item 1. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

## **UNFINISHED BUSINESS**

- Item 1. AIRPORT ADVISORY COMMITTEE ESTABLISHMENT AND APPOINTMENTS  
Staff Presentation by: Community Development Director Rebecca Deming  
[Airport Advisory Committee Establishment and Appointments](#)

## **COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

## **PRESIDING OFFICER'S REPORT**

## **EXECUTIVE SESSION**

## **NEXT MEETING DATE**

June 26, 2025 City Council Regular Meeting

## ADJOURNMENT

[Projected Future Agenda Items](#)

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

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Des Moines Farmers Market 20 Year Proclamation

FOR AGENDA OF: June 12, 2025

DEPT. OF ORIGIN: Administration

ATTACHMENTS:  
1. Proclamation

DATE SUBMITTED: June 4, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is to recognize the 20<sup>th</sup> year of the Des Moines Farmers Market.

**Suggested Motion**

**Motion 1:** "I move to adopt the proclamation recognizing and celebrating the 20th season of the Des Moines Farmers Market.

**Background**

The Des Moines Farmers Market has been a cherished community institution since its inception. On June 7, 2025, it will proudly launch its 20th season. This milestone is a testament to the Market's ongoing commitment to community health, local economic development, and civic engagement.

**Discussion**

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

**Financial Impact**

None.

**Recommendation**

Staff recommends approving the Proclamation.

## PROCLAMATION

**WHEREAS**, the Des Moines Farmers Market has completed 19 successful seasons and will proudly enter its 20th season on June 7, 2025, and

**WHEREAS**, the Des Moines City Council recognizes that the Des Moines Farmers Market continues to serve as a cornerstone community event that offers residents and visitors a diverse and bountiful array of fresh fruits and vegetables, locally sourced artisanal cheeses, flowers, honey, baked goods, handmade crafts, and ready-to-eat foods, and

**WHEREAS**, the Market also serves as a platform for local entrepreneurs, farmers, and small businesses to thrive, contributing to the economic vitality of the region, and

**WHEREAS**, the Des Moines Farmers Market promotes healthy living and sustainability by providing access to fresh, local, and seasonal produce, and by offering live entertainment, and family-friendly activities, and

**WHEREAS**, the Market has become a vibrant gathering place for the Des Moines community, fostering a spirit of connection, inclusion, and civic pride, and enhancing the quality of life for residents and visitors alike, and

**WHEREAS**, the City of Des Moines values and celebrates the Market's contributions to community health, economic development, and social engagement, now therefore

**THE DES MOINES CITY COUNCIL HEREBY CONGRATULATES** the Des Moines Farmers Market on 20 years of outstanding service to the community and extends its heartfelt gratitude and best wishes for continued success in the years ahead.

**SIGNED this 12th day of June, 2025**

---

**Traci Buxton, Mayor**

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Discussion of 2025  
City Legislative Priorities

FOR AGENDA OF: June 12, 2025

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 5, 2025

ATTACHMENTS:

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *EM*
- Human Resources \_\_\_\_\_
- Legal */s/TG*
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to review the outcomes of the 2025 Legislative session and its impact on Des Moines.

**Suggested Motion**

**Motion:** None – informational

## **Background**

The State Legislative Session convened January 13, 2025 and adjourned on time on April 27<sup>th</sup> after its scheduled 105-days.

It was a very difficult budget year, with a projected \$16 billion budget shortfall. The result was a combination of tax increases and program cuts (while a few other programs were started or expanded). The resulting tax increases were the largest in state history (\$9 billion) but were smaller than had been proposed earlier in the session.

Of the over 2,500 bills introduced this session, over 400 were passed. This report will focus on Des Moines' Legislative Priorities, but there are many other significant policy changes that were passed this year and can be discussed with our Legislative Advocate at our meeting on June 12<sup>th</sup> and with Legislators at future meetings. AWC held a webinar last week with a general city issue recap: [2025 Legislative session recap](#).

## **Des Moines Legislative Agenda – Action Areas:**

### **Public Safety**

Governor Ferguson's initiative to get more funding to public safety did end up succeeding and \$100 million in new funding was allocated for local funding grants and a 0.1% local councilmanic sales tax authority was created. Des Moines is eligible for the grant program and for adopting the sales tax. Much of the rules for this are still being created by the Criminal Justice Training Commission (CJTC) and will become clearer in the months ahead.

### **Funding Requests.**

**Property Tax Cap:** Des Moines supported lifting the 1% property tax cap. This policy was in the mix until the closing week of the session, when it was dropped and other revenue alternatives moved forward. This year was the furthest this proposal had gotten in recent years, and this was about the most positive environment possible to get this policy passed. During the interim there will be discussions with various local government groups on how worthwhile it is to continue pushing this policy.

**Other:** While it wasn't specifically on the City's agenda, the City will receive funding by the expansion of the retail sales tax to many more services. While there is an estimate for what this generates for all local governments in aggregate, there has not yet been an analysis of what this does for individual cities. Note, this will also increase costs for Des Moines (paying an extra 10% for many services) but will net out positively.

**Capital Projects.** We started the year seeking funding for the Redondo Fishing Pier, but early in the session the Council fully funded that project. For 2024's Legislative Agenda we'd sought \$2 million for Marina Steps, and we received \$1 million. In 2025 we went back for the other million and succeeded. **Allocation \$1.030 million in the Capital Budget for Marina Steps.** Thanks to our 33<sup>rd</sup> LD delegation, particularly Freshman Rep. Edwin Obras who championed the request.

### **Airport Issues**

**Air quality monitor** funding for UW-led program in Des Moines. Secured **\$440,000 in Capital Budget.** Thanks to our 33<sup>rd</sup> LD delegation with Senator Tina Orwall championing this funding for UW.

**Noise insulation** – Unfortunately the \$1 million in State funding to help address the Port Package problems that had been in the last budget (and wasn't spent) was swept and no further funding was

allocated. The program is kept alive though so we can pursue to try and get additional funding in the future.

**StART shared agenda:** Commercial Aviation Work Group (CAWG) received **\$1.7 million** to pursue looking at alternatives to SeaTac. This group had no funding before. **\$17 million secured for SAF** (Sustainable Aircraft Fuel). Clean air grants for overburdened communities were preserved within Climate Commitment Act (CCA) funding.

#### **Ferry Development**

We worked with Rep. Nance on his Mosquito Fleet Restoration Act. It passed the House but died in Senate Transportation. It will be back next year.

**Next Steps:** The Governor and Legislative leadership are watching policy developments from the Federal government and if Federal funds are cut/withheld and if that requires a special session prior to the next regular session. The next regular session is slated for January 2026. It is a short (60 day) session and is the second year of a biennial budget where a supplemental budget will be passed and all policy bills that were introduced (but not passed) this session can continue being worked on – and other new bills can also be introduced. Note, the 33<sup>rd</sup> LD will have two seats up for election in between now and then due to Senator Keiser’s retirement in December 2024. Senator Orwall was appointed to that position and will be elected to it in November 2025. She has no opposition for the remainder of this term and can run for a full four-year term in November 2026. Rep. Edwin Obras was appointed to his seat in December 2024 and either he or Burien Mayor Kevin Schilling will be elected in November 2025 to serve the remainder of this term and then can run again in 2026 for a full two-year term.

We will now start work on developing the City’s 2026 legislative agenda.

**CITY OF DES MOINES  
Voucher Certification Approval**

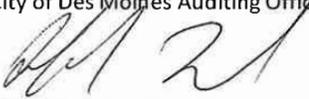
**June 12, 2025**

**Auditing Officer Certification**

Voucher transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **June 12, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through May 29, 2025 and payroll transfers through May 20, 2025 included in the attached list and further described as follows:

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

  
 \_\_\_\_\_  
 Jeff Friend, Finance Director

		# From	# To	Amounts
<b>Claims Vouchers:</b>				
EFT's		11851	11941	845,899.60
Wires		2967	2976	1,962,630.80
AP Checks		166763	166796	1,134,275.95
AP Voided Checks		11879		(3,000.00)
<b>Total Vouchers paid</b>				<b>3,939,806.35</b>
<b>Payroll Vouchers</b>				
Payroll Advice	5/20/2025	13608	13764	474,354.00
<b>Total Paychecks &amp; Direct Deposits</b>				<b>474,354.00</b>
<b>Total checks and wires for A/P &amp; Payroll</b>				<b>4,414,160.35</b>

**MINUTES**

**DES MOINES CITY COUNCIL  
STUDY SESSION  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, May 1, 2025 - 6:00 PM**

**CITY COUNCIL COMMITTEE OF THE WHOLE**  
**5:00 p.m. - 5:50 p.m.**

**CALL TO ORDER**

Mayor Traci Buxton called the Committee of the Whole meeting to order at 5:00 p.m.

**ROLL CALL**

**Council Present:**

Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; and Councilmember Matt Mahoney

**Council Absent:**

Deputy Mayor Harry Steinmetz and Councilmember Jeremy Nutting

**Direction/Action**

**Motion** made by Councilmember Matt Mahoney to excuse Deputy Mayor Harry Steinmetz and Councilmember Jeremy Nutting; seconded by Councilmember Gene Achziger.  
Motion passed 4-1.

**For:** Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; and Councilmember Matt Mahoney.

**Against:** Councilmember JC Harris.

**Staff Present:**

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Manager Adrienne Johnson-Newton; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Police Chief Ted Boe; City Engineer Tommy Owen; Community Development Director Rebecca Deming; Planning & Development Services Manager Laura Techico; Land Use Planner II Peyton Murphy; Land Use Planner I Alicia

Study Session Minutes  
May 1, 2025

Jacobs; Assistant City Attorney Matt Hutchins; City Prosecutor Tara Vaughn; IT Manager Chris Pauk; and City Clerk Taria Keane

## **COMMITTEE OF THE WHOLE ITEMS**

### **ALARM SYSTEMS AND FALSE ALARMS CHAPTER 9.10 DMMC UPDATES**

- City Attorney Tim George presented a PowerPoint on the Alarm Code fee updates.

At 5:04 p.m., Deputy Mayor Harry Steinmetz joined the meeting.

Council discussed Alarm Fee recommendations.

### **MIDDLE HOUSING**

- Planning & Development Service Manager Laura Techico along, with Community Development Director Rebecca Deming, provided Council with a PowerPoint presentation on a Middle Housing Regulations Update.

At 5:18 p.m., Councilmember Jeremy Nutting joined the meeting.

Council discussed Middle Housing Regulation recommendations.

## **CITY COUNCIL STUDY SESSION, 6:00 p.m. - 9:00 p.m.**

### **CALL TO ORDER**

Mayor Traci Buxton called the City Council Study Session to order at 6:01 p.m.

### **PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Jeremy Nutting.

### **ROLL CALL**

#### **Council Present:**

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

Study Session Minutes  
May 1, 2025

**Staff Present:**

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Manager Adrienne Johnson-Newton; Director of Community/Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Police Chief Ted Boe; City Engineer Tommy Owen; Community Development Director Rebecca Deming; Planning & Development Services Manager Laura Techico; Assistant City Attorney Matt Hutchins; City Prosecutor Tara Vaughn; IT Manager Chris Pauk; and City Clerk Taria Keane

**CORRESPONDENCE**

- There was no further correspondence beyond the emails already received by Council.

**COMMENTS FROM THE PUBLIC**

*Comments from the public must be limited to the items of business on the Study Session Agenda. Please sign in prior to the meeting and limit your comments to three (3) minutes.*

- No public comments were made.

**DISCUSSION ITEMS**

Item 1: CITY LOGO DISCUSSION

- Director of Administrative Services Bonnie Wilkins presented a PowerPoint to Council regarding the City Logo.

Direction/Action

Motion made by Mayor Traci Buxton to move forward with a Sailboat motif with details to be discussed in a second motion; seconded by Councilmember Yoshiko Grace Matsui.

Motion passed 6-0-1.

**For:** Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember Matt Mahoney; and Councilmember Jeremy Nutting.

**Abstained:** Councilmember JC Harris.

**Motion** made by Deputy Mayor Harry Steinmetz to use Concept 7 font in Navy; seconded by Mayor Traci Buxton.

Motion fails 3-4.

Study Session Minutes  
May 1, 2025

**For:** Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; and Councilmember JC Harris.

**Against:** Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember Matt Mahoney; and Councilmember Jeremy Nutting.

**Motion** made by Councilmember Matt Mahoney to approve the Concept #1 font and color; seconded by Councilmember Jeremy Nutting. Motion passed 6-0-1.

**For:** Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; Councilmember Matt Mahoney; and Councilmember Jeremy Nutting.

**Abstained:** Councilmember JC Harris.

**Motion** made by Councilmember JC Harris to restore the word "the". Motion failed for a lack of a second.

Item 2: COMPREHENSIVE PLAN UPDATE

- Community Development Director Rebecca Deming, accompanied by Planning and Development Services Manager Laura Techico, presented an in-depth PowerPoint briefing to the Council on the Comprehensive Plan Update.

Following the presentation, the Council provided feedback and suggested changes to the staff.

Item 3: CITY LOGO DISCUSSION CONTINUED

- Director of Administrative Services Bonnie Wilkins presented an updated PowerPoint to Council with the 2 Sailboat designs Council requested.

**Direction/Motion**

**Motion** made by Councilmember Matt Mahoney to adopt the top left logo and design as shown as the official logo of the City of Des Moines, Washington; seconded by Councilmember Jeremy Nutting. Motion passed 4-0.

**For:** Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; Councilmember Matt Mahoney; and Councilmember Jeremy Nutting.

Study Session Minutes  
May 1, 2025

**Against:** Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; and  
Councilmember Gene Achziger.

**NEXT MEETING DATE**

May 08, 2025 City Council Regular Meeting

**ADJOURNMENT**

Direction/Action  
Motion made by Councilmember Jeremy Nutting to adjourn; seconded  
by Deputy Mayor Harry Steinmetz.  
Motion passed 7-0.

The meeting adjourned at 7:34 p.m.

**MINUTES**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Suite C  
Des Moines, Washington  
Thursday, May 8, 2025 - 6:00 PM**

**CALL TO ORDER**

Mayor Traci Buxton called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember JC Harris.

**ROLL CALL**

**Council Present:**

Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; and Councilmember Matt Mahoney

**Council via Zoom:**

Councilmember Jeremy Nutting

**Staff Present:**

City Manager Katherine Caffrey; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant City Attorney Matt Hutchins; City Prosecutor Tara Vaughn; Community Development Director Rebecca Deming; Finance Director Jeff Friend; IT Director Chris Pauk; Planning and Development Service Manager Laura Techico; City Engineer Tommy Owen; and City Clerk Taria Keane

**PROCLAMATIONS**

**NATIONAL POLICE WEEK PROCLAMATION**

**Direction/Action**

**Motion** made by Councilmember Matt Mahoney to approve the Proclamation recognizing May 11-17, 2025 as National Police Week; seconded by Deputy Mayor Harry Steinmetz.  
Motion passed 7-0.

Regular Meeting Minutes  
May 8, 2025

## **EXECUTIVE SESSION**

The Special Meeting was called to order by Mayor Traci Buxton at 6:12 p.m.

### **ROLL CALL**

#### **Council Present:**

Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; and Councilmember Matt Mahoney

#### **Council via Zoom:**

Councilmember Jeremy Nutting

#### **Others Present:**

City Manager Katherine Caffrey; City Attorney Tim George

The purpose of the Special Meeting was to hold an Executive Session to discuss POTENTIAL LITIGATION RCW 42.30.110(1)(i) and PROPERTY ACQUISITION RCW 42.30.110 (1)(b). The Executive Session was expected to last 30 minutes.

No formal action was taken. The Executive Session lasted 30 minutes.

The meeting adjourned at 6:42 p.m.

## **CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL**

- No additional correspondence outside of the emails already received by Council.

## **COMMENTS FROM THE PUBLIC**

- There were no public comments.

## **REGIONAL COMMITTEE REPORTS**

- PUGET SOUND REGIONAL COUNCIL TRANSPORTATION BOARD MEETING UPDATE
  - Councilmember Matt Mahoney provided an update on the recent Puget Sound Regional Council Transportation board meeting held on May 08, 2025.

## **CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS**

Regular Meeting Minutes  
May 8, 2025

- Item 1: PORT OF SEATTLE STAKEHOLDER ADVISORY ROUNDTABLE (START) COMMITTEE UPDATE
- Joe Dusenbury gave Council an update on the Port of Seattle Stakeholder Advisory Roundtable (START) Committee.
- Item 2: UPDATE ON ADMINISTRATIVE SERVICES
- Director of Administrative Services Bonnie Wilkins gave an update on Administrative Services.

**CONSENT AGENDA**

- Item 1: APPROVAL OF VOUCHERS
- Motion** is to approve the payment vouchers through April 24, 2025 and payroll transfers through April 18, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#11697-11776	\$1,220,527.29
Wires	#2930-2944	\$ 893,135.24
Accounts Payable Checks	#166675-166723	\$ 650,348.42
Payroll Checks	#19939-19939	\$ 2,253.94
Payroll Advice	#13289-13444	\$ 486,430.37

Total Checks and Wires for A/P & Payroll: \$3,252,695.26

- Item 2: APPROVAL OF MINUTES
- Motion** to approve the minutes from the City Council Regular Meetings held on March 13, 2025, and March 27, 2025, as well as the City Council Study Session held on April 3, 2025.
- Item 3: ADDENDUM 2 WITH MOFFATT NICHOL ENGINEERING - L, M, & N DOCKS REPLACEMENT PROJECT
- Motion** is to approve the addendum with Moffatt Nichol in the amount of \$74,251.00 for design and permitting of the L, M, & N Docks Replacement Project and authorize the City Manager to sign the addendum substantially in the form as attached.
- Item 4: NORTH HILL ELEMENTARY WALKWAY IMPROVEMENTS PROJECT – CONSULTANT CONTRACT SUPPLEMENT #1
- Motion** is to approve Supplement #1 for Parametrix to provide final design and right-of-way services for the North Hill Elementary Walkway Improvements Project in the amount of \$129,112.00 and further authorize the City Manager to sign said contract amendment substantially in the form as submitted.
- Item 5: 2025 DES MOINES FARMERS MARKET AGREEMENT

Regular Meeting Minutes  
May 8, 2025

**Motion** is to approve the Agreement with the Des Moines Farmers Market for the 2025 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina, and authorize the City Manager to execute the Agreement substantially in the form as attached.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to approve the Consent Agenda; seconded by Deputy Mayor Harry Steinmetz.

Councilmember JC Harris pulled Consent Agenda Item #3.

The remainder of the Consent Agenda passed 7-0.

Council discussed Consent Agenda Item #3.

**Motion** made by Councilmember JC Harris to approve Consent Agenda Item #3 as read; seconded by Deputy Mayor Harry Steinmetz.  
Motion passed 7-0.

**UNFINISHED BUSINESS**

Item 1: MIDDLE HOUSING DISCUSSION  
Staff Presentation by Community Development Director Rebecca Deming and Planning and Development Service Manager Laura Techico.

- Community Development Director Rebecca Deming and Planning and Development Service Manager Laura Techico gave a PowerPoint Presentation on Middle Housing Regulations.

Item 2: DISCUSSION ON APPOINTIVE COMMITTEE STRUCTURE  
Staff Presentation by City Manager Katherine Caffrey

- City Manager Katherine Caffrey gave a PowerPoint Presentation on Appointive Committee Structure.

**Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to approve Option A of the Appointive Committee Structure; seconded by Councilmember Matt Mahoney.

Motion Passed 4-3.

**For:** Mayor Traci Buxton; Deputy Mayor Harry Steinmetz;

Regular Meeting Minutes  
May 8, 2025

Councilmember Matt Mahoney; Councilmember Jeremy Nutting.

**Against:** Councilmember Yoshiko Grace Matsui, Councilmember Gene Achziger, and Councilmember JC Harris.

## **NEW BUSINESS**

Item 1: LAKEHAVEN UTILITY DISTRICT FRANCHISE UPDATE AND EXTENSION

Staff Presentation by Assistant City Attorney Matthew Hutchins.

- Assistant City Attorney Matthew Hutchins gave Council a PowerPoint Presentation on the Lakehaven Water and Sewer Franchise Agreement.

### **Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to pass Draft Ordinance 25-037 to a second reading on the next regular City Council Agenda; seconded by Councilmember Nutting.

The Motion passed 6-1.

**For:** Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger, Councilmember JC Harris, Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

**Against:** Councilmember Yoshiko Grace Matsui.

Item 2: NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

- There were no new items for future consideration.

## **UNFINISHED BUSINESS CONTINUED**

PROTOCOL MANUAL REVIEW

**Motion** made by Deputy Mayor Steinmetz to postpone this to the next Council Meeting; seconded by Councilmember JC Harris.  
Motion passed 6-1.

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

Regular Meeting Minutes  
May 8, 2025

**Against:** Councilmember Yoshiko Grace Matsui

## **COUNCILMEMBER REPORTS**

### **COUNCILMEMBER JC HARRIS**

- University of Washington Air Quality Monitoring
- Ferry Demonstration

### **COUNCILMEMBER MATT MAHONEY**

- Ferry Demonstration
- The Passing of Steve Novak and BJ Bjorneby
- Redondo Restroom Ribbon Cutting

### **COUNCILMEMBER GENE ACHZIGER**

- No Report

### **COUNCILMEMBER YOSHIKO GRACE MATSUI**

- Rotary Club of Des Moines/Normandy Park Swing with a Cause
- Des Moines Yacht Club Opening Day of Boating Season

### **COUNCILMEMBER JEREMY NUTTING**

- No Report

### **DEPTUTY MAYOR HARRY STEINMETZ**

- Rotary Club of Des Moines/Normandy Park Swing with a Cause
- LiUNA Local 242 Training Center Grand Opening
- Destination Des Moines Parade

#### **Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to extend the meeting 10 minutes; seconded by Mayor Traci Buxton.

Motion passed 7-0.

- Destination Des Moines Sip and Shop
- Roper Romp
- Des Moines Yacht Club Pirate Ball
- Redondo Restroom Ribbon Cutting

## **PRESIDING OFFICER'S REPORT**

Regular Meeting Minutes  
May 8, 2025

- Friends of Saltwater Park Earth Day Celebration
- Des Moines Creek Trail Baby Coho Release
- International Sculpture Day
- SR3 Open House
- Riot Games Tech Summit
- Welcome New Businesses in Des Moines
- King County Library System
- Emana NW Community Center
- Happy Mother's Day

**NEXT MEETING DATE**

May 22, 2025 City Council Regular Meeting

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Councilmember JC Harris to adjourn the meeting;  
seconded by Deputy Mayor Harry Steinmetz.  
Motion passed 7-0.

The meeting adjourned at 9:06 p.m.

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Water Resource Inventory Area 9 –  
Interlocal Agreement Renewal

AGENDA OF: June 12, 2025

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: June 2, 2025

- 1. Draft 2026-2035 Interlocal Agreement

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda is to approve a renewal agreement between the participating partners of the Water Resource Inventory Area (WRIA) 9 Watershed Ecosystem Forum for the continuing of the regional Salmon Habitat Plan, for another 10 years. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to approve the 2026-2035 Interlocal Agreement between the jurisdictions located within Water Resource Inventory Area 9 for the purpose of sharing costs for implementing the Salmon Habitat Plan, and to authorize the City Manager to sign such agreement substantially in the form submitted.”

**Background**

As part of a regional response to listings of chinook salmon and bull trout under the Endangered Species Act (ESA), 17 jurisdictions within Water Resource Inventory Area 9 (WRIA 9) area, embarked on the

preparation of a major planning document that would be used for the recovery of salmon (to recover Puget Sound Chinook salmon and bull trout). After five years of work, “Making Our Watershed Fit for a King” (Salmon Recovery Plan) was completed in 2005. Des Moines adopted this plan on October 27, 2005 as a policy document, thereby allowing its recommendations to be implemented through various City plans and ordinances.

The Salmon Habitat Plan recommends actions that should be taken to protect and restore salmon habitat in the Green/Duwamish and Central Puget Sound Watersheds. The scope of work included in this agreement primarily provides for WRIA 9 Forum staffing (Watershed Coordinator, Habitat Plan Monitor, Outreach and Education Program personnel, and administration assistance). Project funding is provided using other funding sources such as King Conservation District funds, State Salmon Recovery Funds, and federal funds.

During the first 15 years of implementation, the Forum has made substantial progress and has managed to leverage over \$200 million in grant funding. Over this time 4,500 feet of marine shoreline has been restored, 500 acres of riparian area have been planted, 2 miles of levees have been removed or setback, and 57 acres of floodplain reconnected.

#### **Discussion**

The existing 10-year ILA expires at the end of 2025. The draft ILA renewal, attachment #1, acknowledges the strength of the existing ILA and was specifically drafted to avoid substantive changes. Following a partner review period, the draft ILA renewal was approved at the WRIA 9 November 2024 Forum meeting. The Council Environment Committee was briefed on the activities of the Forum by the Watershed Coordinator, Matt Goehring, at the June 12, 2025 meeting.

This renewed interlocal agreement provides the means to continue the partnership through plan implementation by providing staffing the opportunity to participate the WRIA 9 Forum meetings and committee meetings; assisting cities with implementation of policy and programmatic recommendations from the Salmon Habitat Plan; writing grant applications for projects in partnership or on behalf of member cities; lobbying for funding from federal, state, regional, and local sources; providing and supporting public outreach and educational activities such as volunteer projects; maintaining the WRIA 9 website, communication services, and brochures; and administration duties such as budget tracking, data management and reporting and support services to the Forum, committees, and City staff.

#### **Alternatives**

Des Moines may discontinue partnering with the other jurisdictions, however, in doing so, would not be able to benefit from the many resources that the Forum provides to the members (for carrying out the local strategies and policies identified in the plan).

#### **Financial Impact**

The initial 2026 total budget for the ILA is \$606,781. Des Moines share is \$16,172 or roughly 2.79%. The cost-share is based on a weighted value of population, assessed value and land area of the 17 jurisdictions within the WRIA 9 area. Over the 10 years (2026-2035) of the interlocal agreement, Des Moines share would be approximately \$162,000 (in 2026 dollars). Costs shares, jurisdictional area, population, and assessed value are to be recalculated every three years.

#### **Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

Council Environment Committee has been updated on the ILA with a presentation at the June 12, 2025 Environment Committee.

**INTERLOCAL AGREEMENT**

For the Green River, Duwamish River, and Central Puget Sound Watersheds within the geographic planning area of Water Resource Inventory Area 9 (which includes portions of Water Resource Inventory Areas 8, 10, and 15)

**PREAMBLE**

**THIS AGREEMENT** ("Agreement") is entered into pursuant to Chapter 39.34 RCW by and among the eligible county and city governments signing this Agreement that are located in King County or Pierce County, lying wholly or partially within or having a major interest in the Green River, Duwamish River, and Central Puget Sound Watersheds and within the planning and management area of Watershed Resource Inventory Area 9, which includes portions of WRIA 8, 10, and 15, ("WRIA 9") all political subdivisions of the State of Washington (individually, for those signing this agreement, "Party", and collectively "Parties");

**WHEREAS**, the planning and management area of WRIA 9 includes all of the area recognized by the State of Washington as WRIA 9 and portions of WRIA 8, 10, and 15;

**WHEREAS**, the Parties share interests in and responsibility for addressing long-term watershed planning and conservation of the aquatic ecosystems and floodplains of the Green River, Duwamish River, and Central Puget Sound Watersheds and wish to collectively provide for planning, funding and implementation of various activities and projects therein; and

**WHEREAS**, the parties recognize their participation in this Agreement demonstrates their commitment to proactively working to address the ESA listing of Puget Sound Chinook salmon; and

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005 to develop "Making Our Watershed Fit for a King" as approved in 2005 and updated in 2021 ("**Salmon Habitat Plan**"), contributed to the federally-approved Puget Sound Salmon Recovery Plan, and desire to continue providing efficient participation in the implementation of such plans; and

**WHEREAS**, the Parties took formal action in 2005/2006 and 2021/2022 to ratify the **Salmon Habitat Plan and Salmon Habitat Plan Update**, and

**WHEREAS**, the Parties have participated in an Interlocal Agreement for the years 2001-2005, 2007-2015, and 2016-2025 in implementing the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have demonstrated in the **Salmon Habitat Plan** that watershed ecosystem services are worth billions of dollars of value to local people in terms of stormwater management, pollution treatment, recreational value, and other expensive and difficult to replace services; and

**WHEREAS**, the Parties seek information on watershed conditions and salmon conservation and recovery needs to inform local decision-making bodies regarding actions in response to listings under the Endangered Species Act ("ESA"); and

**WHEREAS**, the Parties have prioritized and contributed resources and funds for implementing projects and programs to protect and restore habitat; and

**WHEREAS**, the Parties wish to monitor and evaluate implementation of the **Salmon Habitat Plan** through adaptive management; and

**WHEREAS**, the Parties wish to continue to use adaptive management for identifying, coordinating and implementing basin plans and water quality, flood hazard reduction, water quantity, and habitat projects in the watersheds; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council because of the contributions of the Green River, Duwamish River, and Central Puget Sound Watersheds to the overall health of Puget Sound; and

**WHEREAS**, the Parties have a strong interest in participating on the Washington Salmon Coalition and other groups associated with the Salmon Recovery Funding Board to collectively seek funding to implement the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have a strong interest to implement the Puget Sound Partnership Action Agenda to restore the Puget Sound; and

**WHEREAS**, the Parties have a strong interest in participating on the Puget Sound Salmon Recovery Council and other entities associated with Puget Sound salmon recovery and Puget Sound South Central Action Area Caucus Group to collectively seek funding to implement the **Salmon Habitat Plan**; and

**WHEREAS**, the Parties have a strong interest to achieve multiple benefits by integrating salmon recovery planning and actions; and

**WHEREAS**, the Parties recognize that identification of watershed issues, and implementation of salmon conservation and recovery actions may be carried out more efficiently if done cooperatively than if carried out separately and independently; and

**WHEREAS**, individual Parties are taking separate and independent actions to improve the health of the Green River, Duwamish River, and the Central Puget Sound Watersheds and the overall health of Puget Sound;

**NOW, THEREFORE**, the Parties hereto do mutually covenant and agree as follows:

#### **MUTUAL CONVENANTS AND AGREEMENTS**

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meaning provided for below:
  - 1.1 **ELIGIBLE GOVERNMENTS:** The entities eligible for participation in this Agreement as parties are state, local, and tribal governments, state and local agencies, and special purpose districts within WRIA 9 including: King County, and the Cities of Algona, Auburn, Black Diamond, Burien, Covington, Des Moines, Enumclaw, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Seattle, Tacoma, Tukwila, and any other interested public agencies and tribes that lie fully or partially within the boundaries of WRIA 9.
  - 1.2 **WRIA 9 ILA PARTIES:** The **Parties to the WRIA 9 Interlocal Agreement** (“Party” or “Parties”) are the Parties who sign this Agreement and are the Parties responsible for implementing this Agreement. The Parties to this ILA shall each designate a representative and alternate representative to the **WRIA 9 Watershed Ecosystem Forum**.

- 1.3 **WRIA 9 WATERSHED ECOSYSTEM FORUM:** The *WRIA 9 Watershed Ecosystem Forum* referred to herein is the cooperative body comprised of the designated representatives of the *Parties* and a balance of *Stakeholders*. The *WRIA 9 Watershed Ecosystem Forum* shall be an advisory body responsible for making recommendations for implementing the *Salmon Habitat Plan* including substantive plan amendments recommended as a result of adaptive management or other changed conditions.
- 1.4 **GREEN/DUWAMISH AND CENTRAL PUGET SOUND WATERSHED WATER RESOURCE INVENTORY AREA 9 SALMON HABITAT PLAN:** The *Green/Duwamish and Central Puget Sound Watershed Water Resource Inventory Area 9 Salmon Habitat Plan (Salmon Habitat Plan)* is the plan developed by the *WRIA 9 Watershed Ecosystem Forum* and ratified by all *Parties* for its development and implementation. The *Salmon Habitat Plan* recommends actions that should be taken to protect and restore salmon habitat, using an ecosystem approach, in the Green/Duwamish and Central Puget Sound Watersheds. The *Salmon Habitat Plan* may be amended from time to time according to the procedure in Section 6 herein and approved amendments shall be considered integral parts of the *Salmon Habitat Plan*. Efforts under the *Salmon Habitat Plan* are intended to complement habitat improvements in other parts of Puget Sound and hatchery and harvest actions to recover Puget Sound Chinook salmon, steelhead, and bull trout, and when implemented achieve multiple ecosystem benefits. The *Salmon Habitat Plan* constitutes a chapter of the Puget Sound Salmon Recovery Plan.
- 1.5 **MANAGEMENT COMMITTEE:** The *Management Committee* as referred to herein consists of seven (7) elected officials or their designees. The seven officials of the *Management Committee* are chosen by the *Parties*, according to the voting procedures in Section 5 herein, charged with certain oversight and administrative duties on the *Parties'* behalf.
- 1.6 **SERVICE PROVIDER:** The *Service Provider*, as used herein, means that agency, government, consultant, or other entity which supplies staffing or other resources to and for the *Parties*, in exchange for payment. The *Service Provider* may be a Party to this Agreement.
- 1.7 **FISCAL AGENT:** The *Fiscal Agent* refers to that agency or government which performs all accounting services for the *WRIA 9 ILA Parties* as it may require, in accordance with the requirements of Chapter 39.34 RCW.
- 1.8 **STAKEHOLDERS:** *Stakeholders* refers to those public and private entities within WRIA 9 who reflect the diverse interests integral to implementing the *Salmon Habitat Plan*, and may include but is not limited to environmental and business interests.
2. **PURPOSES.** The purposes of this Agreement include the following:
  - 2.1 To provide a funding mechanism and governance structure for jointly implementing and adaptively managing the *Salmon Habitat Plan*.

- 2.2 To serve as the salmon recovery “Lead Entity” as designated by state law (Chapter 77.85 RCW) for WRIA 9, The Lead Entity is responsible for developing a salmon recovery strategy, working with project sponsors to develop projects, convening local stakeholders to annually recommend WRIA 9 salmon habitat restoration and protection projects for funding by the State of Washington Salmon Recovery Funding Board, and representing WRIA 9 in the Puget Sound region and state wide salmon recovery forums.
- 2.3 To annually recommend WRIA 9 administrative support, projects, and programs for funding by the King County Flood Control District through the District’s Cooperative Watershed Management grant program.
- 2.4 To provide information for **Parties** to inform land use planning, regulations, environmental programs, education, and enforcement of applicable codes.
- 2.5 To develop and articulate WRIA-based positions on policies, legislation, and project proposals that may impact implementation of the **Salmon Habitat Plan**.
- 2.6 To provide a mechanism for cooperative review and implementation of recommended policies and regulations needed for response to listings under the Endangered Species Act.
- 2.7 To provide a venue for the ongoing participation of community members and other stakeholders to ensure continued public outreach efforts to educate and garner support for current and future watershed and Endangered Species Act response efforts .
- 2.8 To provide a mechanism for securing technical assistance and any available funding from federal, state, and other sources to implement the **Salmon Habitat Plan**.
- 2.9 To provide a mechanism for implementing other multiple benefit habitat, stormwater, surface and groundwater quality, water quantity, floodplain management, and flood hazard reduction projects with other local, regional, tribal, state, federal and non-profit funds as may be contributed to or secured by the **Parties** and/or **Watershed Ecosystem Forum**.
- 2.10 To periodically recommend projects for implementation of planning, engineering, permitting and construction tasks for the Green/Duwamish Ecosystem Restoration Project in partnership with the U.S. Army Corps of Engineers.
- 2.11 To provide a framework for cooperating and coordinating among the **Parties** on issues relating to WRIA 9 to meet the requirement of a commitment by any **Party** to participate in WRIA 9 planning and implementation, to prepare or implement a basin plan, or to respond to any state or federal law which may require these actions as a condition of any funding, permitting or other program of state or federal agencies. Participation is at the discretion of such **Party** to this Agreement.

It is not the purpose or intent of this Agreement to create, supplant, preempt or supersede the authority or role of any jurisdiction, governmental entity or water quality policy bodies including the Regional Water Quality Committee.

3. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective upon its execution by at least five (5) of the ***Eligible Governments*** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each ***Party***, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Once effective, this Agreement shall remain in effect for an initial term of ten (10) years; provided, however, that this Agreement may be extended for such additional terms as the ***Parties*** may agree to in writing with such extension being effective upon its execution by at least five (5) of the ***Eligible Governments*** representing at least seventy percent (70%) of the affected population within the geographic area of WRIA 9, as authorized by the legislative body of each local government, and further provided that after such signatures this Agreement has been filed by King County in accordance with the terms of RCW 39.34.040 and .200. Such extension shall bind only those ***Parties*** executing the extension.
4. **ORGANIZATION AND MEMBERSHIP.** The ***Parties*** serve as the formal governance structure for carrying out the purposes of this Agreement.
  - 4.1 Each ***Party*** except Tacoma shall appoint one (1) elected official to serve as its primary representative, and one (1) alternate representative to serve on the ***WRIA 9 Watershed Ecosystem Forum***. The alternate representative may be a different elected official or senior staff person. Tacoma's representative shall be the Tacoma Water Superintendent or designee, which designee shall be a senior staff position. ***Party*** representatives shall be responsible for maintaining the ***Party's*** status as an active party by attending ***WRIA 9 Watershed Ecosystem Forum*** meetings. A ***Party*** representative's position will be considered vacant on the third consecutive absence and shall not be included in calculating a quorum under Section 5.
  - 4.2 Upon the effective execution of this Agreement and the appointment of representatives to the ***WRIA 9 Watershed Ecosystem Forum***, the appointed representatives of the ***Parties*** shall meet and choose from among its members, according to the provisions of Section 5 herein, seven (7) officials or their designees, to serve as a ***Management Committee*** to oversee and direct the scope of work, funds, and personnel agreed to and contributed under this Agreement, in accordance with the adopted annual budget and work program and such other directions as may be provided by the ***Parties***. Representatives of the ***Fiscal Agent*** and ***Service Provider*** may serve as non-voting ex officio members of the ***Management Committee***. The ***Management Committee*** shall act as the executive subcommittee of the ***Parties***, responsible for oversight and evaluation of any ***Service Providers*** or consultants, administration of the budget and work plan, and for providing recommendations on administrative matters to the ***Parties*** for action, consistent with other subsections of this section.

- 4.3 The services cost-shared under this agreement shall be provided to the **Parties** and **the Watershed Ecosystem Forum** by the **Service Provider**, which shall be King County Department of Natural Resources and Parks, unless selected otherwise by the **Parties**, pursuant to the voting provisions of Section 5. The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, and the Chair of the **Management Committee**, and this Memorandum of Understanding shall set out the expectations for services so provided. Services should include, without limitation, identification of and job descriptions for dedicated staff, description of any supervisory role retained by the **Service Provider** over any staff performing services under this Agreement, and a method of regular consultation between the **Service Provider** and the **Management Committee** concerning the performance of services hereunder.
- 4.3.1 A subset of the **Parties**, at such subset's sole cost, may purchase and cost share services from the **Service Provider** in addition to the annual cost-shared services agreed to by all **Parties** pursuant to Section 4.3 herein.
- 4.3.2 The **Management Committee** shall prepare a Memorandum of Understanding to be signed by a representative of the **Service Provider**, the subset of **Parties** requesting additional services pursuant to Section 4.3.1, and the Chair of the **Management Committee**, which shall set out the expectations for the additional services to be provided to the subset of the **Parties**.
- 4.4 The **Parties** by October 1 of each year shall establish and approve an annual budget and work plan that provides for the level of funding and total resource obligations of the **Parties** for the following calendar year. Such obligations are to be allocated on a proportional basis based on the average of the population, assessed valuation and area attributable to each **Party**, in accordance with the formula set forth in Exhibit A, which formula and accompanying data shall be updated every third year by the **Management Committee**. Individual cost shares may change more frequently than every three years for Parties involved in an annexation that changes the area, population, and assessed value calculation of such **Party** to the extent that the cost shares established by the formula set forth in Exhibit A would be changed by such annexation. Tacoma's cost share will be determined on an annual basis by the **Management Committee**, and will be included in the annual updates to Exhibit A. The weight accorded Tacoma's vote for weighted voting pursuant to Section 5 herein shall correspond to Tacoma's cost share for each year relative to the cost shares contributed by the other **Parties**.
- 4.4.1 The level of funding, total resource obligations, and allocation of obligations for those members of the **Parties** that agree to cost share additional services pursuant to Subsection 4.3.1 herein shall be negotiated and determined by those **Parties** purchasing the additional services.

- 4.5 The **Parties** shall incorporate the negotiated additional cost share and incorporate the services in the annual budget and work plan. The **Parties** shall oversee and administer the expenditure of budgeted funds and shall allocate the utilization of resources contributed by each **Party** or obtained from other sources in accordance with the approved annual work program.
- 4.6 The **Parties** shall review and evaluate the duties to be assigned to the **Management Committee** hereunder and the performance of the **Fiscal Agent** and **Service Provider** to this Agreement, and shall provide for whatever actions are necessary to ensure that quality services are efficiently, effectively and responsibly delivered in the performance of the purposes of this Agreement. The performance of the **Service Provider** shall be assessed every year.
- 4.7 The **Parties** may contract with similar watershed forum governing bodies such as the Puget Sound Partnership or any other entities for any lawful purpose related to the purposes provided for in this Agreement. The **Parties** may choose to create a separate legal or administrative entity under applicable state law, including without limitation a nonprofit corporation or general partnership, to accept private gifts, grants or financial contributions, or for any other lawful purpose consistent with the purposes provided for herein.
- 4.8 The **Parties** shall adopt other rules and procedures that are consistent with its purposes as stated herein and are necessary for its operation.
5. **VOTING.** The **Parties** shall make decisions, approve scopes of work, budgets, priorities, and any other actions necessary to carry out the purposes of this Agreement as follows:
- 5.1 Decisions shall be made using a consensus model as much as possible. Each **Party** agrees to use its best efforts and exercise good faith in consensus decision-making. Consensus may be reached by unanimous agreement of the **Parties**. If unanimous agreement of **Parties** cannot be reached then the **Parties** to this agreement may reach consensus by a majority recommendation with a minority report. Any **Party** who does not accept a majority decision may request weighted voting as set forth below.
- 5.1.1 No action or binding decision will be taken by the **Watershed Ecosystem Forum** without the presence of a quorum of active **Parties**, as specified in Section 4.1. A quorum exists if a majority of the active **Parties'** representatives are present at the **Watershed Ecosystem Forum** meeting, provided that positions left inactive on the **Watershed Ecosystem Forum** by **Parties** shall not be included in calculating the quorum.
- 5.2 In the event consensus cannot be achieved, as determined by rules and procedures adopted by the **Parties**, the **Parties** shall take action on a dual-majority basis, as follows:
- 5.2.1 Each **Party**, through its appointed representative, may cast its weighted vote in connection with a proposed **Watershed Ecosystem Forum** action.

5.2.2 The weighted vote of each **Party** in relation to the weighted votes of each of the other **Parties** shall be determined by the percentage of the annual contribution made by each **Party** as set in accordance with Section 4.4 herein in the year in which the vote is taken.

5.2.3 For any action subject to weighted voting to be deemed approved, valid and binding, an affirmative vote must be cast by both a majority of the active **Parties** and by a majority of the weighted votes of the active **Parties**.

6. **IMPLEMENTATION and ADAPTIVE MANAGEMENT OF THE SALMON HABITAT PLAN.** The **Salmon Habitat Plan** shall be implemented consistent with the following:

6.1 The **Watershed Ecosystem Forum** shall provide information to the **Parties** regarding progress in achieving the goals and objectives of the **Salmon Habitat Plan**. Recommendations of the **Watershed Ecosystem Forum** are to be consistent with the purposes of this Agreement. The **Parties** may authorize additional advisory bodies to the **Watershed Ecosystem Forum** such as a technical committee and adaptive management work group. The **Watershed Ecosystem Forum** shall develop and approve operating and voting procedures for its deliberations, but such procedures do not affect the voting provisions contained in this Agreement for the **Parties**.

6.2 The **Parties** shall act to approve or remand any substantive changes to the **Salmon Habitat Plan** based upon recommendations by the **Watershed Ecosystem Forum** within ninety (90) days of receipt of the proposed changes, according to the voting procedures of Section 5 herein. In the event that the **Salmon Habitat Plan** changes are not so approved, the recommended changes shall be returned to the **Watershed Ecosystem Forum** for further consideration and amendment and thereafter returned to the **Parties** for decision.

6.3 The **Parties** shall determine when ratification is needed of substantive changes to the **Salmon Habitat Plan**. The changes shall be referred to the **Parties** for ratification prior to the submission to any regional, state, or federal agency for further action. Ratification means an affirmative action, evidenced by a resolution, motion, or ordinance of the local government's legislative body, by at least five **Parties** representing at least seventy percent (70%) of the total population within the geographic planning and management area of WRIA 9.

6.4 Upon remand for consideration of any portion or all of the changes to the **Salmon Habitat Plan** by any regional, state or federal agency, the **Parties** shall undertake a review for consideration of the remanded changes to the plan. The **Parties** may include further referral to the **Watershed Ecosystem Forum** for recommendation or amendments thereto.

6.5 The **Parties** agree that any changes to the **Salmon Habitat Plan** shall not be forwarded separately by any **Party** or **Stakeholder** to any regional, state or federal agency unless the changes have been approved and ratified as provided herein.

7. **OBLIGATIONS OF PARTIES; BUDGET; FISCAL AGENT; RULES.**

- 7.1 Each **Party** shall be responsible for meeting only its individual obligations hereunder as established in the annual budget adopted by the **Parties**, including all such obligations related to the **Parties** and **Watershed Ecosystem Forum** funding, technical support and participation in related planning and implementation of projects, and activities as set forth herein. It is anticipated that separate actions by the legislative bodies of the **Parties** will be necessary from time to time in order to carry out these obligations.
- 7.2 The maximum funding responsibilities imposed upon the **Parties** during each year of this Agreement shall not exceed the amounts that are established annually pursuant to Section 4.4 herein.
- 7.3 No later than October 1 of each year of this Agreement, the **Parties** shall adopt a budget, including its overhead and administrative costs, for the following calendar year. The budget shall propose the level of funding and other (e.g., staffing) responsibilities of the individual **Parties** for the following calendar year and shall propose the levels of funding and resources to be allocated to specific prioritized planning and implementation activities within WRIA 9. The **Parties** shall thereafter take whatever separate legislative or other actions as may be necessary to address such individual responsibilities under the proposed budget, and shall have done so no later than December 1 of each year. **Parties** may elect to secure grant funding to meet their individual obligations.
- 7.4 Funds collected from the **Parties** or other sources on behalf of the **Parties** shall be maintained in a special fund by King County as **Fiscal Agent** and as *ex officio* treasurer on behalf of the **Parties** pursuant to rules and procedures established and agreed to by the **Parties**. Such rules and procedures shall set out billing practices and collection procedures and any other procedures as may be necessary to provide for its efficient administration and operation.
- 7.5 Any **Party** to this Agreement may inspect and review all records maintained in connection with such fund at any reasonable time.

8. **LATECOMERS.** An **Eligible Government** may become a **Party** by obtaining written consent of all the **Parties** to the Agreement. The provisions of Section 5 herein otherwise governing decisions of the **Parties** shall not apply to this section. The **Parties** and any governments seeking to become a **Party** shall jointly determine the terms and conditions under which a government may become a new **Party**. The terms and conditions shall include payment of an amount by the new **Party** to the **WRIA 9 Fiscal Agent**. The amount of payment is determined jointly by the existing **Parties** and the new **Party**. The payment of the new **Party** is to be a fair and proportionate share of all costs associated with activities undertaken by the **Parties** as of the date the government becomes a new **Party**. Any government that becomes a **Party** pursuant to this section shall thereby assume the general rights and responsibilities of all other **Parties**.

9. **TERMINATION.**

9.1 Termination can only occur on an annual basis, beginning on January 1 of each calendar year, and then only if the terminating **Party**, through action of its governing body, provides at least sixty (60) days' prior written notice of its intent to terminate. The terminating **Party** shall remain fully responsible for meeting all of its funding and other obligations through the end of the calendar year in which such notice is given, together with any other costs that may have been incurred on behalf of such terminating **Party** up to the effective date of such termination. It is possible that the makeup of the **Parties** to this Agreement may change from time to time. Regardless of any such changes, the **Parties** choosing not to exercise the right of termination shall each remain obligated to meet only their respective share of the obligations of the **Parties** as reflected in the annual budget. The shares of any terminating **Party** shall not be the obligation of any of the **Parties** not choosing to exercise the right of termination.

9.2 This Agreement may be terminated in its entirety at any time by the written agreement of all of the **Parties**. In the event this Agreement is terminated all unexpended funds shall be refunded to the **Parties** pro rata based on each **Party's** cost share percentage of the total budgeted funds and any real or personal property acquired to carry out the purposes of this Agreement shall be returned to the contributing **Party** if such **Party** can be identified, and if the **Party** cannot be identified, the property shall be disposed of and the proceeds distributed pro rata as described above for unexpended funds.

10. **HOLD HARMLESS AND INDEMNIFICATION.** To the extent permitted by federal law as governing to tribes and state law as to all other **Parties**, and for the limited purposes set forth in this Agreement, each **Party** shall protect, defend, hold harmless and indemnify the other **Parties**, their officers, elected officials, agents and employees, while acting within the scope of their employment as such, from and against any and all claims (including demands, suits, penalties, liabilities, damages, costs, expenses, or losses of any kind or nature whatsoever) arising out of or in any way resulting from such **Party's** own negligent acts or omissions related to such **Party's** participation and obligations under this Agreement. Each **Party** to this Agreement agrees that its obligations under this subsection extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, each **Party**, by mutual negotiation, hereby waives, with respect to the other **Parties** only, any immunity that would otherwise be available against such claims under the industrial insurance act provisions of Title 51 RCW. In the event that either **Party** incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Section, all such fees, expenses, and costs shall be recoverable from the responsible **Party** to the extent of that **Party's** culpability. The provisions of this Section shall survive and continue to be applicable to **Parties** exercising the right of termination pursuant to Section 9 herein.

11. **NO ASSUMPTION OF LIABILITY.** In no event do the **Parties** to this Agreement intend to assume any responsibility, risk or liability of any other **Party** to this Agreement or otherwise with regard to

any **Party's** duties, responsibilities or liabilities under the Endangered Species Act, or any other act, statute, regulation or ordinance of any local municipality or government, the State of Washington, or the United States.

12. **VOLUNTARY AGREEMENT.** This Agreement is voluntary and is acknowledged and agreed that no **Party** is committing to adopt or implement any actions or recommendations that may be contained in the **Salmon Habitat Plan**.
13. **NO PRECLUSION OF ACTIVITIES OR PROJECTS.** Nothing herein shall preclude any one or more of the **Parties** from choosing or agreeing to fund or implement any work, activities or projects associated with any of the purposes hereunder by separate agreement or action, provided that any such decision or agreement shall not impose any funding, participation or other obligation of any kind on any **Party** which is not a party to such decision or agreement.
14. **NO THIRD PARTY RIGHTS.** Nothing contained in this Agreement is intended to, nor shall it be construed to, create any rights in any third party, including without limitation the National Oceanic and Atmospheric Administration - Fisheries, United States Fish and Wildlife Service, any agency or department of the United States, or the State of Washington, or to form the basis for any liability on the part of the **Parties** or any of the **Parties**, or their officers, elected officials, agents and employees, to any third party.
15. **AMENDMENTS.** This Agreement may be amended, altered or clarified only by the unanimous consent of the **Parties** to this Agreement, and requires authorization and approval by each **Party's** governing body.
16. **COUNTERPARTS.** This Agreement may be executed in counterparts.
17. **APPROVAL BY PARTIES' GOVERNING BODIES.** The governing body of each **Party** must approve this Agreement before any representative of such **Party** may sign this Agreement.
18. **FILING OF AGREEMENT.** This Agreement shall be filed by King County in accordance with the provisions of RCW 39.34.040 and .200 and with the terms of Section 3 herein.
19. **ENTIRE AGREEMENT.** This Agreement contains the entire Agreement among the **Parties**, and supersedes all prior negotiations, representations, and agreements, oral or otherwise, regarding the specific terms of this Agreement.

**IN WITNESS WHEREOF,** the Parties hereto have executed this Agreement on the dates indicated below:

Approved as to form:

CITY OF ALGONA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF AUBURN:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BLACK DIAMOND:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF BURIEN:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF COVINGTON:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF DES MOINES:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY ENUMCLAW:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF FEDERAL WAY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF KENT:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

KING COUNTY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF MAPLE VALLEY:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF NORMANDY PARK:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF RENTON:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SEATAC:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF SEATTLE:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF TACOMA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

CITY OF TUKWILA:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**2025 WRIA Based Cost Share: WRIA 9**

**Regional Watershed Funding**

Watershed Ecosystem Forum Approved August 8, 2024

**Total: \$606,781**

*Costs shares, jurisdictional area, population, and assessed value are to be recalculated every three years or if there is a significant annexation per the WRIA 9 interlocal agreement for 2026-2035. Cost shares last updated in 2024 using 2023 data.*

WRIA 9 Jurisdiction	Population (Pop) %	Adjusted Pop	Assessed Value (AV) %	Adjusted AV	Area %	Adjusted Acres	Cost Share* (2023 Data)	WRIA 9 Jurisdiction	
1 Algona*	0.17%	1,372	0.23%	\$590,936,599.00	0.16%	363	0.19%	\$1,079	1 Algona
2 Auburn*	6.80%	56,079	5.24%	\$13,623,563,442.00	5.74%	12,710	5.93%	\$34,389	2 Auburn
3 Black Diamond	0.83%	6,880	0.83%	\$2,159,906,081.00	2.08%	4,609	1.25%	\$7,246	3 Black Diamond
4 Burien	6.37%	52,560	4.28%	\$11,113,591,561.00	2.84%	6,292	4.50%	\$26,092	4 Burien
5 Covington	2.62%	21,600	1.75%	\$4,558,408,175.00	1.75%	3,870	2.04%	\$11,837	5 Covington
6 Des Moines	4.03%	33,260	2.55%	\$6,615,094,232.00	1.78%	3,949	2.79%	\$16,172	6 Des Moines
7 Enumclaw*	0.76%	6,253	0.58%	\$1,510,785,781.00	0.91%	2,014	0.75%	\$4,350	7 Enumclaw
8 Federal Way*	8.56%	70,596	4.32%	\$11,229,759,643.00	3.63%	8,049	5.50%	\$31,942	8 Federal Way
9 Kent*	16.87%	139,100	12.88%	\$33,463,962,407.00	9.74%	21,569	13.16%	\$76,361	9 Kent
10 King County*	11.17%	92,164	8.54%	\$22,189,710,471.00	52.75%	116,854	24.15%	\$140,160	10 King County
11 Maple Valley*	2.94%	24,228	2.09%	\$5,443,488,799.00	1.51%	3,354	2.18%	\$12,662	11 Maple Valley
12 Normandy Park	0.83%	6,840	1.01%	\$2,612,824,298.00	0.72%	1,596	0.85%	\$4,942	12 Normandy Park
13 Renton*	4.49%	36,996	4.21%	\$10,936,234,975.00	2.77%	6,131	3.82%	\$22,170	13 Renton
14 SeaTac	3.85%	31,740	2.53%	\$6,563,915,515.00	1.84%	4,071	2.74%	\$15,884	14 SeaTac
15 Seattle*	26.96%	222,335	45.22%	\$117,510,460,706.00	9.00%	19,935	27.06%	\$157,008	15 Seattle
16 Tukwila	2.76%	22,763	3.75%	\$9,757,681,342.00	2.78%	6,157	3.10%	\$17,977	16 Tukwila
	100.0%	824,768	100.0%	\$259,880,324,027	100.0%	221,524.55	100.0%	\$580,267	<b>SUBTOTAL</b>
							+Tacoma	\$26,514	
								<b>\$606,781</b>	<b>TOTAL</b>

**NOTES:**

- Population estimates are based on 2023 OFM April 1st Estimates and 2023 OFM Small Area Estimate Program (SAEP) data for census blocks.
- Jurisdictions entirely within a WRIA are assigned the 2023 OFM April 1st Estimate directly.
- Jurisdictions that straddle WRIA boundaries are assigned a percent share of the estimate based on a geographic allocation of census blocks.
- Parcels are allotted to jurisdictions (cities and unincorporated King County) and WRIsAs based on the location of the centerpoint of the parcels.
- Assessed value and area (sq. miles) excludes Upper Green River Watershed and Port of Seattle Aviation Division properties

\* Cost share amount is an averaging of the population, assessed value, and area percentage of each jurisdiction within WRIA 9

**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2026 SKHHP Work Plan and Budget

FOR AGENDA OF: June 12, 2025

ATTACHMENTS:

- 1. Draft Resolution No. 25-046
- 2. SKHHP Resolution No. 2025-01

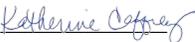
DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 28, 2025

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development 
- Courts \_\_\_\_\_
- Finance 
- Human Resources \_\_\_\_\_
- Legal /s/ TG \_\_\_\_\_
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to review and approve the 2026 South King County housing and Homelessness Partners (SKHHP) work plan and budget.

**Suggested Motion**

**Motion:** "I move to enact Draft Resolution No. 25-046, approving the 2026 South King Housing and Homelessness Partners Budget and the 2026 Work Plan."

**Background**

The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement between nine South King County cities and King County to work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. SKHHP currently has 12 member jurisdictions. Consistent with the SKHHP Interlocal Agreement, the SKHHP 2026 work plan and budget must be adopted by the SKHHP Executive Board and approved by each member jurisdiction’s legislative body.

**Discussion**

Every year, an annual work plan and budget is developed in collaboration with the SKHHP Executive Board and staff work group to guide the work of SKHHP staff in the coming year. Pursuant to the SKHHP Interlocal Agreement, each participating jurisdiction must approve SKHHP’s annual budget and work plan. The 2026 Executive Board recommended work plan was developed through a survey to the Executive Board on their priorities in January and an interactive in-person discussion with the Executive Board in March. The 2026 work plan and budget was adopted on May 16, 2025 at the Executive Board’s regularly scheduled meeting.

The 2026 work plan includes four goals with corresponding action items. Each action item is prioritized as higher, medium, or lower priority. Indicators are included to measure progress on the goals. The four goals, which are the same as 2025’s goal, include the following:

1. Fund the expansion and preservation of affordable housing
2. Develop policies that expand and preserve affordable housing
3. Serve as an advocate for South King County
4. Manage operations and administration

The 2026 SKHHP operating budget totals \$501,975, supporting two full-time staff, and includes itemization of all categories of budgeted expenses and itemization of each jurisdiction’s contribution, including in-kind services. Operating revenues originate from SKHHP member contributions. As discussed in 2024 with Council, contributions are proposed to increase 15% annually for each member jurisdiction through 2026 as approved by the Executive Board in July 2021 to work towards a balanced budget whereby SKHHP’s revenues can more fully support budgeted expenditures. These projected member contributions assume no additional staff would be added. Member contributions are based on population size accordingly, and no members are moving into a new population tier in 2026:

<b>Population tier</b>	<b>2023 Contribution</b>	<b>2024 Contribution</b>	<b>2025 Contribution</b>	<b>2026 Contribution</b>
<10,000	\$5,290	\$6,084	\$6,996	\$8,045
10,001 – 35,000	\$9,919	\$11,407	\$13,118	\$15,086
35,001 – 65,000	\$19,838	\$22,814	\$26,236	\$30,171
65,000 – 100,000	\$34,385	\$39,543	\$45,474	\$52,295
100,000+	\$44,965	\$51,710	\$59,466	\$68,386

Salaries and benefits are proposed to increase by 0.3% in 2026. This is to align with actual expenditures in this category. Interfund IT, which is the amount paid to SKHHP’s administering agency (City of Auburn) for IT services, is proposed to increase by 14%. Professional Services is proposed to increase by 46% (\$26,000) due to every other year data update to the SKHHP Affordable Housing Inventory Dashboard (\$18,000) and anticipated higher rates for contracted services. Professional Services include

Advisory Board compensation (unchanged in 2026), contract attorney expenses (\$30,000 in 2026 which is \$5,000 more than 2025), data update to the SKHHP Affordable Housing Inventory Dashboard (\$18,000), third-party construction reports (\$6,000), travel (\$6,000), professional development (\$6,800), Housing Development Consortium member dues (\$725), and an annual license fee (\$20). The proposal includes aligning budgeted categories with SKHHP’s administering agency. SKHHP continues to spend down the fund balance from previous cost-savings to mitigate any additional increases to member contributions.

The 2026 Executive Board recommended operating budget includes \$501,975 to be set-aside in reserve sourced from interest earned primarily on the Housing Capital Fund balance. This amount is the equivalent of 100% of SKHHP’s annual budgeted expenses as discussed over three public meetings and adopted by the SKHHP Executive Board on May 16, 2025. Interest earned in 2024 on all SKHHP funds totaled \$540,377. Interest earned in 2024 by jurisdiction to be set-aside in reserve with the remaining supporting the 2025 Housing Capital Fund funding round are as follows:

**TABLE 1: INTEREST EARNED BY JURISDICTION 2024 AND BOARD RECOMMENDED ALLOCATIONS**

<b>JURISDICTION</b>	<b>RESERVE</b>	<b>HOUSING CAPITAL FUND</b>	<b>TOTAL 2024 INTEREST EARNINGS</b>
<b>AUBURN</b>	\$26,486	\$2,026	\$28,512
<b>BURIEN</b>	\$12,530	\$959	\$13,489
<b>COVINGTON</b>	\$29,074	\$2,224	\$31,298
<b>DES MOINES</b>	\$5,358	\$409	\$5,767
<b>FEDERAL WAY</b>	\$22,682	\$1,735	\$24,417
<b>KENT</b>	\$327,110	\$25,024	\$352,134
<b>MAPLE VALLEY</b>	\$22,306	\$1,707	\$24,013
<b>NORMANDY PARK</b>	\$682	\$52	\$734
<b>RENTON</b>	\$36,229	\$2,772	\$39,001
<b>SEATAC</b>	\$13,384	\$1,024	\$14,408
<b>TUKWILA</b>	\$6,134	\$470	\$6,604
<b>KING COUNTY</b>	--	--	--
<b>TOTAL</b>	<b>\$501,975</b>	<b>\$38,402</b>	<b>\$540,377</b>

To spend interest earnings requires the approval of each SKHHP member with allocated earned interest based on their contributions. With the adoption of the 2026 SKHHP operating budget which incorporates a portion of the interest earnings into an unrestricted fund balance in reserve, the City Council is providing authorization for SKHHP to use those funds towards the unrestricted fund balance in reserve. These funds will assist in future years should there be an economic recession and members choose to pause an increase in dues or other unexpected expense arises. The remaining amount will go towards the 2025 funding round of the Housing Capital Fund and Council will provide approval to use those funds during the annual concurrence process in early 2026.

**Alternatives**

Council could choose not to approve the 2026 work plan and budget for SKHHP.

**Financial Impact**

Based on SKHHP's 2026 Operating Budget, the City of Des Moines 2026 contribution is \$15,086

**Recommendation**

Staff recommends approval of Resolution No. 25-046 adopting the 2026 SKHHP work plan and budget. This recommendation is based on the following:

1. The 2026 SKHHP work plan and budget is consistent with the Interlocal Agreement and relevant subsequent Companion Agreements between Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Tukwila, and King County.
2. The 2026 SKHHP work plan and budget incorporates the feedback and priorities of the SKHHP Executive Board made up of representatives of each participating jurisdiction.

**CITY ATTORNEY'S FIRST DRAFT, 05/28/2025**

**DRAFT RESOLUTION NO. 25-046**

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON,** approving the South King Housing and Homelessness Partners 2026 Work Plan and 2026 Operating Budget.

**WHEREAS,** on April 2, 2019 the City of Des Moines enacted an Interlocal Agreement (ILA) with eight other south King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP), and

**WHEREAS,** pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff, and

**WHEREAS,** pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services, and

**WHEREAS,** the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock, and

**WHEREAS,** the 2026 work plan includes four goals with corresponding action items that further SKHHP's mission, and

**WHEREAS,** on May 16, 2025, the SKHHP Executive Board adopted Resolution 2025-01 enacting the 2026 work plan and budget upon approval by the legislative body of each participating party, and

**WHEREAS,** the City Council of the City of Des Moines finds the 2025 SKHHP Work Plan appropriate and necessary to promote the public health and welfare, and

**WHEREAS,** the City Council of the City of Des Moines finds the 2025 SKHHP Operating Budget appropriate and necessary to promote the public health and welfare; now therefore,

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

Resolution No. \_\_\_\_  
Page 2 of 2

**Sec. 1.** The City Council hereby approves the SKHHP 2026 Work Plan, attached hereto as Attachment "A".

**Sec. 2.** The City Council hereby approves the SKHHP 2026 Operating Budget, attached hereto as Attachment "B".

**Sec. 3.** The City of Des Moines will transmit its annual contribution to SKHHP on an annual basis during the first quarter of the calendar year.

**Sec. 4.** The City Manager is authorized and directed to take such administrative procedures as may be necessary to implement this Resolution.

**Sec. 5.** This Resolution shall take effect and be in full force on passage and signing.

**PASSED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2025 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**RESOLUTION NO. 2025-01**

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2026 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services; and

WHEREAS, upon adoption by the Executive Board, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2026 work plan includes four goals with corresponding action items that further SKHHP's mission.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

- Section 1.** The Executive Board adopts the 2026 SKHHP Work Plan in Attachment A.
- Section 2.** The Executive Board adopts the 2026 SKHHP Operating Budget in Attachment B.
- Section 3.** Each party's contribution to SKHHP's operating budget will be transmitted on an annual basis during the first quarter of the calendar year.
- Section 4.** This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and signed this 19<sup>th</sup> day of May, 2025.

  
\_\_\_\_\_

NANCY BACKUS, CHAIR, SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

**RESOLUTION 2025-01 – ATTACHMENT A**  
**SKHHP 2026 WORK PLAN**

**PURPOSE**

Establish a 2026 SKHHP work plan and budget that is guided by Executive Board priorities, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP's mission.

**BACKGROUND**

Established by an interlocal agreement, SKHHP jurisdictions work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. The 2026 SKHHP work plan builds on work done in previous years and was developed in collaboration with the Executive Board and staff work group.

The work plan is organized into four goals with corresponding action items. Each action is identified by priority as follows:

- Higher – Identified as higher priority by Executive Board or is necessary to carry out the Interlocal Agreements
- Medium – Identified as mid-level priority
- Lower – Identified as lower priority

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

**Quarter 1:** May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2026 SKHHP work plan and budget will be approved by the SKHHP Executive Board and the legislative body of each member jurisdiction.

**SKHHP MISSION**

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

**GOALS & ACTIONS**

Goal	Actions
1. Fund the expansion and preservation of affordable housing.	1 through 5
2. Develop policies to expand and preserve affordable housing.	6 through 10
3. Serve as an advocate for South King County.	11 through 16
4. Manage operations and administration.	17 through 22



**Goal 1**

**Fund the expansion and preservation of affordable housing.**

<b>Actions</b>	<b>Priority of Actions</b> ●●● = Higher ●● = Medium ● = Lower
1. Pool resources from member cities for the Housing Capital Fund, including SHB 1406 funds, HB 1590 funds, and general funds.	●●●
2. Develop and execute contract documents and covenants for projects ready to move forward from 2023-24 Housing Capital Fund funding rounds.	●●●
3. Facilitate approval from participating Councils of recommended projects from 2025 Housing Capital Fund funding round and prepare contract documents and covenants for any projects ready to move forward.	●●●
4. Manage 2026 Housing Capital Fund funding round including adopting annual guidelines, updating application materials, soliciting proposals, and facilitating project selection.	●●●
5. Encourage investment in South King County by private investors, lenders, and philanthropies.	●●
<b>Indicators</b>	
○ Number of housing units and number of projects funded with financial support from SKHHP	
○ Number of housing units preserved with financial support from SKHHP	
○ Total dollar amount pooled by member jurisdictions for Housing Capital Fund	
○ Total dollar amount from new sources of revenue added to the Housing Capital Fund	
○ Geographic diversity of applications received for annual Housing Capital Fund funding round	



**Goal 2**

**Develop policies to expand and preserve affordable housing.**

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
6. Facilitate implementation of subregional affordable housing preservation strategies in coordination with South King County long-range planners.	••
7. Facilitate updates to the Affordable Housing Inventory Dashboard.	••
8. Convene land use planners (SoKiHo) to increase coordination and collaboration on housing policy and planning.	•
9. Build relationships with developers to learn from their perspective the ways to encourage housing development, especially affordable housing.	•
10. Develop SKHHP Executive Board briefings on key housing and homelessness topics, especially as they relate to the goals of the work plan.	•
Indicators	
○ Number of subregional housing preservation strategies facilitated or supported	
○ Successful progress on update to the Affordable Housing Inventory Dashboard	
○ Number of relationships fostered with developers	
○ Number of Executive Board briefings on key housing and homelessness topics	



**Goal 3**

**Serve as an advocate for South King County.**

Actions	Priority of Actions ••• = Higher •• = Medium • = Lower
11. Work collaboratively with public funders at the state and local levels to increase alignment and promote shared affordable housing goals and equitable geographic distribution of resources.	••
12. Coordinate with the Advisory Board in collaboration with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials and community members.	•
13. Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP’s mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County.	•
14. Connect affordable housing developers with property owners who intend to sell naturally occurring affordable housing in coordination with member cities.	•
15. Meet with legislators as opportunities arise to inform about SKHHP’s mission, goals, and the Housing Capital Fund and host a legislative forum (odd numbered years).	•
16. Organize a tour of affordable housing sites in South King County with priority given to visiting Housing Capital Fund supported projects (even numbered years).	•
<b>Indicators</b>	
○ Number of collaborative work sessions held with public funders	
○ Number of events or engagement opportunities Advisory Board members organize or support	
○ Number of meetings, forums, or events attended that advance SKHHP's mission	
○ Number of meetings with legislators that promote SKHHP and South King County	
○ Number of affordable housing developers connected with property owners intending to sell naturally occurring affordable housing	
○ South King County legislative forum or affordable housing tour successfully executed	



#### Goal 4

#### Manage operations and administration.

<b>Actions</b>	<b>Priority of Actions</b> ••• = Higher •• = Medium • = Lower
17. Develop annual work plan and budget.	•••
18. Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions.	•••
19. Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund and SKHHP Operating Account.	•••
20. Organize and host monthly Executive and Advisory Board public meetings.	•••
21. Establish and implement monitoring and compliance process to ensure Housing Capital Fund projects maintain affordability for tenants.	•••
22. Maintain and update the SKHHP website.	••
<b>Indicators</b>	
○ Work plan and budget adopted	
○ Quarterly progress reports prepared and presented to Executive Board	
○ Financial reports and public records maintained	
○ Monthly Executive and Advisory Board meetings held	
○ Process established for monitoring and compliance of Housing Capital Fund projects	
○ Website maintained	

**RESOLUTION 2025-01 – ATTACHMENT B**

**2026 SKHHP Operating Budget**

Estimated beginning fund balance - January 1, 2026	\$ 337,293
Estimated ending fund balance - December 31, 2026	\$ 293,417

**REVENUES**

Auburn	\$ 52,295
Burien	\$ 30,171
Covington	\$ 15,086
Des Moines	\$ 15,086
Federal Way	\$ 68,386
Kent	\$ 68,386
Maple Valley	\$ 15,086
Normandy Park	\$ 8,045
Renton	\$ 68,386
SeaTac	\$ 15,086
Tukwila	\$ 15,086
King County*	\$ 68,386
Additional King County*	\$ 6,614
Office space (in-kind donation)	\$ 12,000
<b>TOTAL REVENUES</b>	<b>\$ 458,099</b>
Spend down balance	\$ 43,876
<b>TOTAL</b>	<b>\$ 501,975</b>

**EXPENSES**

Salaries & Wages	\$ 253,191
Benefits	\$ 68,296
Professional Services	\$ 81,945
Interfund Allocations	\$ 40,000
Office Space (in-kind donation)	\$ 12,000
Supplies	\$ 2,000
<b>Subtotal</b>	<b>\$ 457,432</b>
Administering agency - 10% admin fee**	\$ 44,543
<b>TOTAL</b>	<b>\$ 501,975</b>

**RESERVE**

<b>TOTAL</b>	<b>\$ 501,975</b>
--------------	-------------------

\*King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.

\*\*10% administrative fee is calculated as a percentage of operating costs which excludes in-kind donations and carry-forwards.

**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Amendment to Interagency Agreement GCB 3807 Between WSDOT and City of Des Moines

FOR AGENDA OF: June 12, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 2, 2025

ATTACHMENTS:

1. Amended Interagency Agreement GCB 3807 between WSDOT and City of Des Moines
2. WSDOT Letter – Proposed 194<sup>th</sup> Street Closure

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: \_\_\_\_\_

**Purpose and Recommendation**

The purpose of this agenda item is to authorize the City Manager to enter into an amended agreement with the Washington State Department of Transportation for construction of mitigation for wetland buffer and wetland conversion on the historic WSDOT owned right-of-way (ROW) at the Barnes Creek Site, and termination of South 194<sup>th</sup> Street at 11<sup>th</sup> Place South as a part of the SR509 Completion Project Stage 2.

**Suggested Motion:**

**Motion:** “I move to approve the Amended Interagency Agreement between the Washington State Department of Transportation and the City of Des Moines – Agreement GCB 3807, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.”

## **Background**

### **SR 509 Historic surplus ROW:**

The Washington State Department of Transportation (WSDOT) is planning the construction of the SR 509/24<sup>th</sup> Avenue South to South 188<sup>th</sup> Street – New Expressway Project, also known as the SR 509 Completion Project Stage 2 of which elements of the Project lie within the City corporate boundary. The project includes constructing mitigation or buffer impacts and wetland conversion on the historic WSDOT owned right-of-way (ROW) at the Barnes Creek Site, which is adjacent to the City's Barnes Creek Trail. The ROW was originally acquired in the early 1970's for constructing the proposed SR 509 freeway south to SR 516 along corridor west of I-5. The southern end of the SR 509 route was redesigned in the late 1990's to connect to I-5 north of the SR 526 crossing and new ROW was acquired. The excess WSDOT ROW between South 220<sup>th</sup> Street and Kent Des Moines Road is being considered for the Barnes Creek Mitigation Site (Exhibit B of Attachment 1) and is planned for future conveyance to the City consistent with the requirements of RCW 47.12.370

Several years ago, the City of Des Moines obtained a permanent trail easement between South 220<sup>th</sup> Street and Kent-Des Moines Road within the above mentioned surplus ROW. This trail easement is a key segment of the Barnes Creek Trail which ultimately will connect non-motorized users between South 216<sup>th</sup> Street and Highline College.

### **Termination of South 194<sup>th</sup> Street:**

The newly designed SR 509 expressway project is planned to impact the east end of South 194<sup>th</sup> Street just west of Des Moines Memorial Drive within the City of Sea Tac. This impact will necessitate the termination of South 194<sup>th</sup> Street and thus require some minor roadway and sidewalk work at the intersection of 11<sup>th</sup> Place South and South 194<sup>th</sup> Street (Exhibit A of Attachment 1). The work will also change the intersection from a T-intersection with a northbound stop controlled leg to a curve, eliminating the northbound to eastbound right turn.

## **Discussion**

### **SR 509 Historic surplus ROW:**

The SR 509 Expressway Completion project is impacting an identified wetland (Wetland 22.42) and thus mitigation is being planned in current surplus ROW owned by WSDOT. The environmental mitigation will be installed within the Historic SR 509 ROW (South 220<sup>th</sup> Street to Kent-Des Moines Road) adjacent to Barnes Creek. Mitigation in the vicinity of Barnes Creek will include removing all invasive plants while preserving and enhancing native plant communities to the greatest extent feasible, preserving and enhancing the forested character, removing potential hazard trees, and preventing access to sensitive restoration areas while utilizing Crime Prevention Through Environmental Design (CPTED) principles. Steep slope sensitive areas will be protected and undisturbed within the construction limits.

WSDOT will enhance the existing wetland buffer area within WSDOT ROW limits in the vicinity of Barnes Creek between South 220<sup>th</sup> Street and Kent-Des Moines Road (Exhibit D in Attachment 1) to provide mitigation for buffer impacts and wetland conversion due to the Stage 2 project. Any work proposed by WSDOT will not preclude the City from constructing the Barnes Creek Trail Improvement Capital Project.

The existing Barnes Creek Trail Easement, City of Des Moines unopened ROW for 13<sup>th</sup> and 14<sup>th</sup> Avenues, and the existing Midway Sewer maintenance trail footprint will be used by WSDOT and its Design Builder, for construction access within the construction limits (Exhibit B of Attachment 1). The City acknowledges that WSDOT, as owner of the real property containing the Barnes Creek Trail Easement, has the right to use the Barnes Creek Trail for construction access. Light construction

equipment will be used and it is mutually understood that access will be required to be maintained during the WSDOT landscape maintenance and vegetation establishment period which is understood to be ten (10) years following substantial completion. During this construction and maintenance time period, it is anticipated that WSDOT and/or its contractor will utilize Crushed Surfacing Base Course (CBSC), wood chips and geotextile fabric as necessary to ensure a stabilized path that light duty trucks can traverse and existing trail width will be maintained. It is further understood that this access will be used to facilitate oversight, monitoring for, and responding to crime and illicit activities.

Trail extension or surface improvements may be constructed upon WSDOT concurrence and payment by the City in accordance with the terms of betterments in Section 4 of the Agreement.

#### Termination of South 194<sup>th</sup> Street:

As outlined and approved in the SR 509: Corridor Completion/I-5/South Access Road Environmental Impact Statement (EIS) dated 2003, the permanent termination of South 194<sup>th</sup> Street at the new SR 509 Expressway was identified as a transportation impact. The project is proposing the following measures to address the permanent termination of South 194<sup>th</sup> Street impacts:

- Provide wayfinding signs to be installed on 8<sup>th</sup> Avenue South to advise use of South 192<sup>nd</sup> Street for connection to Des Moines Memorial Drive (DMMD) South access.
- Retain the existing weight restriction on South 194<sup>th</sup> Street as local traffic only.
- Complete the South 192<sup>nd</sup> Street bridge work and open new street crossing prior to closing South 194<sup>th</sup> Street to DMMD.
- Retain the existing alternate neighborhood connectivity to DMMD on South 196<sup>th</sup> Place.

#### Amendment to Interagency Agreement GCB 3807

At the August 8<sup>th</sup>, 2024 City Council meeting, the City approved Interagency Agreement GCB 3807 with the Washington State Department of Transportation. During construction activities, WSDOT and their design-builder proposed permanently closing South 19<sup>th</sup> Street in summer of 2025 concurrent with the nine-month full closure of South 192<sup>nd</sup> Street (Attachment 2). The design-builder proposes to move up the permanent closure of South 194<sup>th</sup> Street to eliminate conflicts between large haul vehicles and the general public. This would allow for the work to progress in a more timely and efficient manner, reducing the overall construction work/noise in the area to residents. Most importantly, closing South 194<sup>th</sup> Street this summer greatly reduces the safety risk of large construction vehicles sharing the road with the general public. The current agreement specifies that South 194<sup>th</sup> Street and South 192<sup>nd</sup> Street are not to be closed at the same time. Therefore, WSDOT has requested to amend the agreement (pages 3 and 5 of Attachment 1) to allow for both streets to be closed simultaneously.

If the amendment is approved, the construction team will provide advanced communication to residents and businesses in the neighboring area and post notifications to social media and the WSDOT website. Additionally, the design-builder has agreed to advance the construction schedule of the 11<sup>th</sup> Place South and South 194<sup>th</sup> Street cul-de sac to this year.

#### Alternatives

The City Council could elect not to approve the Amended Agreement as submitted and direct staff to continue working with WSDOT staff under the current interagency agreement.

#### Financial Impact

None.

**Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

The Transportation Committee has been routinely updated on the status of this project.

**INTERAGENCY AGREEMENT  
BETWEEN  
Washington State Department of Transportation GCB 3807  
AND  
CITY OF DES MOINES**

This Agreement is between the Washington State Department of Transportation (*WSDOT*) and the City of Des Moines (*City*) individually the "Party" and collectively the "Parties."

**RECITALS**

1. WSDOT is a state agency authorized to plan, design, construct, operate and maintain highways in the State of Washington.
2. City is a local agency authorized to plan, design, construct, operate and maintain streets and alleys within their corporate boundaries in the State of Washington.
3. The Parties previously entered into agreement GCB 3046 establishing the City's financial participation in Local Agency Partner contributions to the Puget Sound Gateway Program ("Program") and the City's participation in design coordination and concurrence during implementation of the Project.
4. WSDOT is planning the construction of the *SR 509/24<sup>th</sup> Avenue S to S 188<sup>th</sup> Street – New Expressway Project* ("Project"), also known as the *SR 509 Completion Project Stage 2*, and portions thereof lie within the City corporate boundary. The project includes constructing mitigation or buffer impacts and wetland conversion on the historic WSDOT owned right-of-way ("ROW") at the Barnes Creek Site, which is adjacent to the City's Barnes Creek Trail.
5. That Historic SR 509 ROW was originally acquired in the early 1970's for constructing the proposed SR 509 freeway south to SR 516 along a corridor west of I-5. The southern end of the SR 509 route was re-designed in the late 1990's to connect to I-5 north of the SR 516 crossing and new ROW was acquired. The unused ROW is no longer needed for highway purposes and is currently vacant surplus land. WSDOT has relinquished limited access control rights and is either repurposing or selling the property.
6. In instances where the WSDOT Project conflicts with any City street utility facilities (Facilities), WSDOT may not expend motor vehicle funds for any relocation, modification or removal (hereinafter collectively "Relocation") of the Facilities in conflict with the Project, unless those Facilities occupy the public right-of-way or public fee property pursuant to a compensable property interest (hereinafter collectively "Easement"). The utility owner will be responsible for Relocation costs of Facilities without an Easement right.
7. The excess WSDOT ROW between S 220<sup>th</sup> Street and Kent Des Moines Road for the Barnes Creek Mitigation Site will be conveyed to the City within one year after construction.
8. The Maintenance Responsibility of active streets within WSDOT ROW will follow guidelines stated in RCW 47.24.020 and WSDOT Maintenance Manual M 51-01.11 Appendix A.

NOW THEREFORE, pursuant to Chapter 39.34 RCW the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibits A, B, C, D, E and F which are incorporated and made a part hereof, It Is Mutually Agreed as Follows:

## 1. PURPOSE

The purpose of this Agreement is to define terms and commitments of WSDOT for Project facilities located outside of WSDOT ROW within City ROW and define terms and commitments of requested changes and betterments by the City.

## 2. PROJECT DEVELOPMENT AND COORDINATION

**2.1 Jurisdiction.** The terms and commitments herein to meet the mutually agreeable requirements of the City apply only to facilities within those street ROW areas outside of the WSDOT ROW turnback limits and to facilities within existing streets crossing WSDOT ROW to remain in service (Exhibit A). WSDOT ROW limits are defined as those recorded on the current approved ROW Plans. WSDOT will coordinate and identify the extent of City corporate boundaries tied to WSDOT ROW that have proposed changes due to the new WSDOT ROW limits. The City will provide WSDOT with a copy of the current corporate boundary legal description recorded with the King County Assessor's Office. WSDOT will provide the City with licensed surveyor support to write the revision to the City corporate boundary legal description required for the new boundary including the required recording with the King County Assessor's Office. The City will initiate and execute legislative adoption of the new boundary.

**2.2 Review and Coordination.** Prior to advertisement of the Design-Build Request for Proposal "RFP" of this Project, WSDOT and City will identify the extent of the design elements and improvements within the City. WSDOT will provide City with Project design plans as early as possible, and will schedule and meet with City to review, to the extent knowable by WSDOT prior to RFP advertisement, the ROW and environmental requirements, facilities design, traffic maintenance, haul routes, potential pavement mitigation, and construction scheduling to ensure the City has opportunity to comment. The Parties will thereafter work cooperatively to concur with and incorporate the desired design elements, standards, aesthetics, material/finishes, and improvements and the timing and process to establish any property commitments or permits as required under Section 2.4.

After Award of the Design-Build Contract, the City acknowledges its obligation to plan for and participate in each of the Project's Preliminary and Final Design plan reviews and comment resolutions and task force meetings, related to work on City-owned ROW or property, prior to the construction plan Release for Construction (RFC), at City's cost. Permit application documents that includes plans can be submitted to the City, using Final Design drawings, with the intent that the permit is issued and will include the RFC drawings. WSDOT acknowledges that fees/costs for review of city permit application documents and issuance of city permits will be charged to WSDOT's Design-Builder. City will participate in the Preconstruction meetings to coordinate and resolve any outstanding issues prior to beginning construction. The City acknowledges that WSDOT is the owner representative in the contract with the Design-Builder and WSDOT will act on behalf of the City to ensure that the work is performed in accordance with the contract, which includes the Des Moines Municipal Code and adopted City Standards.

Review submittals to and from either Party will be transmitted prior to 12:00 pm on the due date day.

**2.3 Environmental Approach.** Mitigation for buffer impacts to Wetland 22.42, will be installed within the Historic SR509 ROW (S 220th Street to Kent-Des Moines Road) adjacent to Barnes Creek (Exhibit B). Mitigation in the vicinity of Barnes Creek will include: removing all invasive plants while preserving and enhancing native plant communities to the greatest extent feasible, preserving and enhancing the forested character, removing potential hazard trees, and preventing access to sensitive restoration areas while utilizing Crime Prevention Through Environmental Design (CPTED) principles. Steep slope sensitive areas will be protected and undisturbed within the construction limits.

WSDOT will enhance the existing wetland buffer area within WSDOT ROW limits in the vicinity of Barnes Creek between S 220th Street and Kent-Des Moines Road (Exhibit D) to provide mitigation for buffer impacts and wetland conversion due to the Stage 2 project. Any work proposed by WSDOT will not preclude the City from constructing the Barnes Creek Trail Capital Improvement Project.

The existing Barnes Creek Trail easement, 13th/14th Avenue S alley, and existing sewer construction trail footprint will be used by WSDOT for construction access within the construction limits (Exhibit B). Light construction equipment will be used and it is mutually understood that access will be required to be maintained during the 10-year WSDOT landscape maintenance and vegetation establishment. This may include utilizing Crushed Surfacing Base Course (CSBC), wood chips and geotextile fabric as necessary to ensure light duty trucks can traverse. It is further understood that this access will be used to facilitate oversight, monitoring for and responding to crime and illicit activities.

Any disturbance or damage to the existing trail due to construction activities will be repaired by WSDOT's Design-Builder to restore the trail surface to its pre-construction condition. Construction use of the trail will not begin until the contractor has documented the existing condition in accordance with the contract Technical Requirements.

Trail extension or surface improvement may be constructed upon WSDOT concurrence and payment by the City in accordance with the terms of betterments in Section 4 of this Agreement.

WSDOT will convey to the City ownership and jurisdiction of the existing WSDOT ROW limits in the vicinity of Barnes Creek between S 220th Street and Kent-Des Moines Road (Exhibit B) within a year after enhancement construction as shown on Exhibit B for the exclusive use as a City greenbelt corridor including the non-motorized Barnes Creek Trail.

WSDOT forces will be responsible for landscape maintenance and vegetation establishment as permitted within the wetland buffer area limits for 10 years after the enhancement construction (Exhibit B) at no cost to the City. The existing Barnes Creek Trail easement, 13th/14th Avenue S alley, and existing sewer construction trail footprint will be used by WSDOT for maintenance access within the wetland buffer limits. At the end of the 10-year period the City will be responsible for landscape maintenance and vegetation establishment within the wetland buffer area limits.

As outlined and approved in the SR 509: Corridor Completion/I-5/South Access Road Environmental Impact Statement (EIS) dated 2003, the permanent termination of S 194th Street at the new SR 509 Expressway includes mitigation. Measures include, but are not limited to the following:

- Provide wayfinding signs to be installed on 8th Avenue S to advise use of S 192nd Street for Des Moines Memorial Drive (DMMD) south access.
- Retain the existing weight restriction on S 194th Street as local traffic only.
- Construct the Lake to Sound Trail Segment C (Exhibit C).
- ~~Complete the S 192nd Street bridge work and open new street crossing prior to closing S 194th Street to DMMD.~~
- Retain the existing alternate neighborhood connectivity to DMMD on S 196th Place

**2.4 Construction Approach.** WSDOT will include applicable sections from the Des Moines Municipal Code, adopted City standards and applicable City policies in the WSDOT construction contract documents for Stage 2 as Mandatory Standards for all work done on City ROW and property.

If the City wants any item of work constructed to deviate from what is required by Des Moines's Municipal Code and adopted City standards and policies published at the time the RFP is advertised,

the City must inform WSDOT in writing at least thirty (30) days prior to the due date for Proposals. Otherwise, any change requested by City after the Proposals due date will be funded solely by the City if such change increases the cost of the Project. See Section 4 of this Agreement below. However, changes requested by the City after the Proposals due date that are necessary to bring the work in compliance with applicable sections of the Des Moines Municipal Code and adopted City standards and policies included in the advertised RFP, shall not be funded by the City.

The desired design elements identified below are based on WSDOT's conceptual design. Some of these commitments may become null and void based on the final design concept of the selected Design-Builder:

a) Streetscape work within Project limits. Construct Hot Mix Asphalt (HMA) travelled way, per WSDOT standards. Construct concrete curb and gutter, and 6-foot wide sidewalks per WSDOT Standard Plans.

Terminate S 194th Street on the west side of SR 509 ROW and construct new concrete curb and gutter to convert the existing stop-controlled intersection with the 11th Place S to the south into a continuous turning street. Reconnect the existing private street to the north with a driveway approach. Construct new WSDOT standard chain link fencing along the WSDOT ROW lines and install locked gates at the former S 194th Street crossing locations, for WSDOT maintenance access.

Use WSDOT standard Methyl Methacrylate (MMA) pavement markings for permanent striping and 3M brand taped pavement markings for temporary striping. Non-standard decorative, signature, or gateway features may be constructed upon concurrence and in accordance with the terms of betterments in Section 4 of this Agreement.

b) Structure finish and trim. Comply with requirements set forth in the SR 509 Completion Project Phase 1 Urban Design Criteria (Exhibit E) attached hereto and made a part of this Agreement.

c) Illumination work within Project limits. New continuous street lighting may be constructed upon concurrence and in accordance with the terms of betterments in Section 4 of this Agreement.

d) Signing work within Project limits. Replace existing street signs that are disturbed or do not meet WSDOT standards. Provide wayfinding signage within fifty (50) feet of the existing Barnes Creek Trail connections with City streets, equivalent to the existing signage at the SR516/Kent-Des Moines Road trail entrance. Signs will be ground post mounted per WSDOT standard drawings. Sign bridges, cantilevers, or bridge mounts requested by the City will be considered a betterment and paid for by the City per Section 4 of this Agreement upon approval. New signs requested by the City that did not exist prior to the Project that are not warranted for safe operation will be considered a betterment and paid for by the City per Section 4 of this Agreement upon approval.

e) Forward compatibility. Street improvement projects planned by the City beyond the WSDOT ROW may be added to the Project by mutual executed agreement and will be the City's cost responsibility.

**2.5 Property Rights and Permitting.** In instances where the Parties agree the public ROW is outside of WSDOT ROW access control (outside Turnback line), City will issue WSDOT and their

Design-Builder a Street ROW Use Permit for the Project work. WSDOT's design-builder will obtain all necessary permits for all work within the City of Des Moines corporate boundaries for permanent and temporary project requirements.

Permitted work is expected along S 220th Street, S 222nd Street, S 223rd Street, 13th/14th Avenue S Alley, and S 224th Street.

After construction activities conclude, the City will grant WSDOT a no-cost Street ROW Use Permit for the existing Barnes Creek Trail, 13th/14th Avenue S alley footprint, and Barnes Creek wetland and buffer areas for a period of 10 years after Project Stage 2 completion for landscape maintenance and establishment activities as permitted.

WSDOT will be responsible for notification and coordination with Midway Sewer District for project construction activities over their existing facilities within the project area. The existing sewer will be protected in place and remain in service.

**2.6 Street and Trail Closure limits and allowances.** WSDOT will coordinate the Maintenance of Traffic (MOT) conditions with the City prior to and during construction. Currently anticipated and planned traffic restrictions include the following, which are subject to change based upon the final design of the selected Design-Builder:

- a) A temporary road closure of S 192nd Street across the SR 509 ROW for up to 9 months will occur during the new bridge construction. For the duration of such closure, S 188th and S 194th Streets will remain open during this period. Access to abutting properties will be maintained 24/7 with flagging stations as needed.
- b) Barnes Creek Trail will be closed intermittently during construction. Temporary closure signs will be posted at all street entrances to the trail with changeable open/closed covers for longer term closures. Flagging stations will be used for shorter term closures, as well as street crossings.
- c) S 220th, S 222nd, S 223rd Streets will have restricted access intermittently between 13th Avenue S and 16th Avenue S during wetland construction activities.
- d) Additional Maintenance of Traffic strategies may be necessary during construction as will be coordinated with the City.

**2.7** WSDOT shall allow City inspectors access to the Project construction site to inspect any City permitted work involving City-owned property, ROW or utilities, or property to be transferred to and/or maintained by the City after construction and with the prior consent of WSDOT upon 48 hours prior written notice to the WSDOT project engineer. WSDOT acknowledges that compliance inspections for City permits will be charged to WSDOT's Design-Builder.

**2.8** The provisions in FHWA-1273 (Exhibit F) attached hereto and made a part of this Agreement will apply to all work on this Project.

### **3. PERIOD OF PERFORMANCE**

Subject to its other provisions, the period of performance of this Agreement shall commence on February 15, 2024, and be completed on December 31, 2028, unless terminated sooner as provided in this Agreement, or extended through a properly executed amendment.

#### **4. COMPENSATION**

This is a non-financial Agreement. In no event shall either party seek compensation for work performed under this Agreement.

The City acknowledges that requests for change(s) to the WSDOT construction contract, other than changes that are necessary to bring the design in compliance with applicable sections of the Des Moines Municipal Code and adopted City standards and policies, may increase costs for the City and that WSDOT will not implement any such change(s) unless the City agrees in advance in writing to be solely responsible for the costs associated with such change. All such changes shall ultimately be made at the sole discretion of WSDOT. WSDOT acknowledges that the City shall not be responsible for increased costs for any design changes requested by the City that are necessary to bring the design or the work in compliance with applicable sections of the Des Moines Municipal Code or adopted City standards as of the Project RFP issue date.

Betterment. Notwithstanding the foregoing, if City desires to include a betterment in the above design elements work at any specific location, WSDOT will allow for betterment work to be performed, provided the Parties can coordinate the Project schedule to accommodate the betterment work without increasing Project costs or delaying the Project. Betterment is defined as a deviation or upgrading of the design being contemplated during the implementation of the Project that is not attributable to the highway construction or meeting current requirements or standards and is made solely for the benefit of and at the election of City. The difference in cost between the minimum construction required as a result of the Project and City's desired betterment shall be at City's sole expense and the additional funds authorized by amendment to GCB 3046. The estimated cost of betterments to be paid by the City will be fully loaded, including but not limited to Design-Builder's change order markup, sales tax, WSDOT construction engineering management labor, and WSDOT regional overhead markup.

#### **5. FUNDING CONTINGENCY**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Agreement and prior to completion of the work in this Agreement, the Agency may:

- a. Terminate this Agreement with thirty (30) days advance notice. If this Agreement is terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.
- b. Renegotiate the terms of the Agreement under those new funding limitations and conditions.
- c. After a review of project expenditures and deliverable status, extend the end date of this Agreement and postpone deliverables or portions of deliverables.
- d. Pursue such other alternative as the parties mutually agree to writing.

#### **6. AMENDMENT**

This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

#### **7. ASSIGNMENT**

The work to be provided under this Agreement, and any claim arising under this Agreement, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

#### **8. ASSURANCES**

The parties agree that all activity pursuant to this Agreement shall be in accordance with all applicable

federal, state and local laws, rules, and regulations as they currently exist or as amended.

**9. CONTRACT MANAGEMENT**

The contract manager for each of the parties shall be responsible for and shall be the contact person for all communications regarding the performance of this Agreement.

<b>The Contract Manager for <u>City of Des Moines</u> is:</b>	<b>The Contract Manager for <u>WSDOT</u> is:</b>
<i>(Contract Manager's Name &amp; Title)</i>  <i>(Contract Manager's Address)</i>  Phone: (     )     ) FAX: (     )     ) E-Mail:	Andrey Chepel – Project Construction Manager  SR 509 Completion Project 18000 International Blvd., Suite 900 Seatac, WA 98188  Phone: 206-709-6970  E-Mail: CHEPELA@wsdot.wa.gov

**10. DISPUTES**

The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- a. The representative, as shown herein designated in this Agreement shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- b. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to this Section. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- c. In the event the representatives cannot resolve the dispute or issue, the entity, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- d. In the event the entity and WSDOT's Region Administrator, or their respective designees, cannot resolve the dispute or issue, the entity and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

**11. GOVERNING LAW AND VENUE**

This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought under this Agreement shall be in Superior Court for King County.

**12. INDEPENDENT CAPACITY**

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

**13. MAINTENANCE OF RECORDS**

a. The parties to this Agreement shall each maintain books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the service(s) described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration of agreement. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

b. If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

c. Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or make available any confidential information to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties. However, the parties acknowledge that State Agencies are subject to chapter 42.56 RCW, the Public Records Act.

**14. ORDER OF PRECEDENCE**

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes, and local laws, rules and regulations;
- b. Statement of Work;
- c. Exhibits and Appendices – list separately; and
- d. Any other provisions of the agreement, including materials incorporated by reference.

**15. RESPONSIBILITIES OF THE PARTIES**

Each party to this Agreement hereby assumes responsibility for claims and/or damages to persons and/or property resulting from any act or omissions on the part of itself, its employees, its officers, and its agents. Neither party assumes any responsibility to the other party for the consequences of any claim, act, or omission of any person, agency, firm, or corporation not a part to this Agreement.

**16. SEVERABILITY**

If any term or condition of this Agreement is held invalid, such invalidity shall not affect the validity of the other terms or conditions of this Agreement.

**17. SITE SECURITY and SAFETY**

While on WSDOT premises, City, its agents, employees, or subcontractors shall comply with WSDOT safety and security policies and regulations. Including requirements for the prevention of transmission of communicable diseases such as Covid.

#### **18. SUBCONTRACTING**

a. "Subcontractor" means one not in the employment of a party to this Agreement, who is performing all or part of those services under this Agreement under a separate contract with a party to this Agreement. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

b. Except as otherwise provided in the Agreement, the WSDOT shall not subcontract any of the contracted services without the prior approval of the Agency. The WSDOT is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Agreement are included in any and all Subcontracts. Any failure of WSDOT or its Subcontractors to perform the obligations of this Agreement shall not discharge WSDOT from its obligations under this Agreement.

#### **19. TERMINATION FOR CAUSE**

If for any cause either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

#### **20. MUTUAL INDEMNIFICATION**

a. To the extent permitted by law, each Party to this Agreement will protect, defend, indemnify, and save harmless the other Party, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and property), arising out of, or in any way resulting from, each Party's negligent acts or omissions with respect to the provisions of this Agreement. Neither Party will be required to indemnify, defend, or save harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their agents, officials or employees, and/or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein will be valid and enforceable only to the extent of the negligence of the indemnifying Party, its agents, officials or employees.

b. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, the Parties, by mutual negotiation, hereby waive, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

c. This indemnification and waiver will survive the termination of this Agreement.

#### **21. INSURANCE**

City warrants that it is self-insured pursuant to a self insurance "risk pool" duly authorized by the State of Washington, and agrees to provide acceptable evidence of its self-insured status to WSDOT. City self insurance risk pool insurance policy must provide liability coverage for its operations under this Agreement, including (i) general liability coverage for bodily injury, property damage, and personal injury of not less than Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per occurrence, with a general aggregate amount of not less than Five Million Dollars (\$5,000,000.00) per

policy period; coverage under policies shall be triggered on an “occurrence basis,” not on a “claims made” basis; and (ii) commercial automobile liability coverage providing bodily injury and property damage liability coverage for all owned and non-owned vehicles assigned to or used in the performance of the operations under this Agreement, with a combined single limit of not less than One Million \$1,000,000 per occurrence. WSDOT shall be named as an additional insured by endorsement of the commercial general liability coverage provided under the “risk pool” coverage, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification. Coverage obtained by County in compliance with the Section shall not be deemed as having relieved County of any liability in excess of such coverage.

In the event City is not a party to a state approved self insurance “risk pool”, it shall secure insurance coverage in conformance with the required of this Section 5.2 and promptly provide a certificate of insurance from an insurer licensed to conduct business in the State of Washington, evidencing the procurement of the required insurance coverages. WSDOT shall be named as an additional insured by endorsement of the liability policy required, utilizing ISO Form 2026 (Additional Insured – Designated Person or Organization) or its equivalent without modification on any such general liability policies.

**22. WAIVER**

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

**23. ALL WRITINGS CONTAINED HEREIN**

This Agreement contains all the terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

**24. COUNTERPARTS AND ELECTRONIC SIGNATURE**

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by each party, for all purposes. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Agreement. Each party intends to be bound by its electronic or "PDF" signature on this Agreement and is aware that the other parties are relying on its electronic or "PDF" signature.

*IN WITNESS WHEREOF*, the parties have executed this Agreement.

<b>City of Des Moines</b>	<b>Washington State Department of Transportation</b>
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
<b>Approved as to Form</b>	<b>Approved as to Form</b>

Requesting Entity	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:



Puget Sound Gateway SR 509/SR167  
SR 509: 999 3rd Avenue, #2300  
Seattle, WA 98104  
SR167: 1407 31st Avenue NE  
Lacey, WA 98516

TTY: 1-800-833-6388  
[www.wsdot.wa.gov](http://www.wsdot.wa.gov)

May 02, 2025

509-0346

Mike Kwispond  
Civil Engineer I Transportation Division  
21630 11th Avenue S., Suite A  
Des Moines, WA 98198

Attn: Mike Kwispond

RE: SR 509  
24th Avenue South to South 188th Street  
New Expressway Project  
**Contract 9905**

Subject: Proposed 194th street closure

Dear Mr. Mike Kwispond,

The design-builder for the 24th Avenue South to South 188th Street New Expressway Project has proposed to permanently close South 194th Street this summer, which would be concurrent with the nine-month full closure of South 192nd Street. The project requires a very large amount of earth material to be hauled across South 194th Street, which will require many large earth-moving vehicles to accomplish this work. This will currently be done with daily road closures and flagging operations at South 194th Street over the next couple of years.

The design-builder proposes to move up the permanent closure of South 194th to eliminate conflicts between these large haul vehicles and the general public. This would allow for the work to progress in a more timely and efficient manner, reducing the overall construction work/noise in the area to residents. Most importantly, closing South 194th this summer greatly reduces the safety risk of these large construction vehicles sharing the road with the general public.

The current agreement specifies that South 194th Street and South 192nd Street are not to be closed at the same time. Therefore, we request to amend this statement to allow for both streets to be closed simultaneously. Specifically, this would allow the design-builder to close South 192nd Street (nine-month closure) in June 2025, and close South 194th Street shortly after. The South 192nd Street bridge construction is currently scheduled to start this summer and will reopen nine months later in the spring of 2026.

If this request is approved, the design-builder will provide advanced communication to the residents and businesses by delivering mailers to the neighborhoods north and south of South 194th Street in Des Moines and distributing flyers to the residents on 11th Place South. We will also notify residents via social media and the WSDOT website. This area will be actively monitored during the start of this permanent closure to ensure that adequate wayfinding signs are installed, and any issues are identified and addressed. In addition, the design-builder agrees to complete the 11th Place South and South 194th Street cul-de-sac work this year.

Please consider this a formal request to amend our current agreement to allow the permanent closure of South 194th Street this summer concurrent with the South 192nd Street closure.

Sincerely,

Ward Anderson, P.E.  
Construction Project Engineer  
[andersw@wsdot.wa.gov](mailto:andersw@wsdot.wa.gov)

cc: Project File  
Andrey Chepel, P.E., SR 509 Construction Engineering Manager  
Archie Kollmorgen, P.E., Project Manager Atkinson



**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Contract for Construction Support Services with Moffatt & Nichol

FOR AGENDA OF: June 12<sup>th</sup> 2025

DEPT. OF ORIGIN: Marina

ATTACHMENTS:

- 1. Public Works Contract
- 2. Moffatt & Nichol Construction Support Scope of Services.

DATE SUBMITTED: May 27<sup>th</sup> 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is to request Council's approval to enter into a contract with project design and permitting firm Moffatt & Nichol for Construction Support Services for the L, M, N, Dock Replacement Project.

**Suggested Motion**

**Motion 1:** "I move to approve the contract with Moffatt & Nichol for construction support services of the Dock Replacement Project in the amount of \$179,102.00 plus a contingency of \$18,000.00 for a total authorization of \$197,102.00 and authorize the City Manager to sign the contract substantially in the form as attached."

## **Background**

Moffatt & Nichol has been the engineers for the Marina's CIP Dock Replacement Project since July 2021. Due to Federal permit issues, this project took over a year longer than expected. In January 2025 the contract was finally awarded to Quigg Brothers to remove and replace L, M, and N Docks. Moffatt & Nichol have provided guidance throughout this entire process. Under this new contract Moffatt & Nichol would be providing Construction Support Services until project completion.

## **Discussion**

Consultants funded by this contract include Moffatt & Nichol (M&N), with subconsultants Shannon & Wilson (Geotechnical), Wood/Harbinger (Electrical/Mechanical), and Anchor QEA (Permitting).

M&N will provide construction-phase support for the replacement of the L-M-N Docks at the Des Moines Marina. Services include:

- **Project Management:** Oversight, invoicing, and coordination of construction support services.
- **Construction Support:**
  - Finalization of Issued for Construction (IFC) documents.
  - Review of contractor submittals (approx. 60 anticipated).
  - Review and response to RFIs and substitution requests (approx. 20 anticipated).
  - Evaluation of change orders and value engineering proposals (38 hours budgeted).
  - Up to 8 on-site visits for fabrication and construction observations.
  - Regulatory and permit compliance support.
  - Project closeout and preparation of record documents.
- **Described Schedule & Fee:**
  - Services will be provided through March 31, 2026.
  - Time-and-materials, not-to-exceed cost: **\$179,102.00**.
  - Billing rates valid through April 2026.
  - Subconsultant costs are included.

Construction will run through February 2026 with M&N support ending in April 2026. M&N would not assume responsibility for design elements by others, construction means/methods, or contractor performance.

## **Alternatives**

Council may choose not to approve the agreement with Moffatt & Nichol and provide staff further direction.

## **Financial Impact**

The proposed budget for the project is \$179,102 plus a contingency fund of \$18,000 (10%), for a total authorization of \$197,102. This project is funded by bond proceeds and because the bid for the demolition and replacement of L, M, and N Docks was significantly less than anticipated, additional funds are available.

**Recommendation**

Staff recommends that the Council approve the agreement with Moffatt & Nichol for L, M, N Docks Replacement Project Construction Support Services and authorize the City Manager to sign the agreement.



## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and Moffatt & Nichol**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Moffatt & Nichol, organized under the laws of the State of California, located and doing business at 600 University Avenue, Suite 610, Seattle, WA 98101, Phone No. (206) 622-0222 (hereinafter the "Consultant").

### **I. DESCRIPTION OF WORK.**

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

[See Attached Exhibit "A" Moffatt & Nichol Scope of Services - L,M,N Docks Replacement - Construction Support Services.

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by [April 30, 2026.

### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed ONE HUNDRED SEVENTY-NINE THOUSAND ONE HUNDRED TWO DOLLARS (\$179,102.00) for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

CONSULTANT SERVICES CONTRACT  
(Various)

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

**IV. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

**V. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

**VI. CLAIMS.** If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a

CONSULTANT SERVICES CONTRACT 2  
(Various)

timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, items 1 through 5 below.

**FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.**

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Consultant's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**VII. LIMITATION OF ACTIONS.** CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

CONSULTANT SERVICES CONTRACT 3  
(Various)

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**VIII. TERMINATION.** Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

**IX. DISCRIMINATION.** In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

**X. INDEMNIFICATION.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

The provisions of this section shall survive the expiration or termination of this Contract.

**XI. INSURANCE.** The Consultant shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**No Limitation.** Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

CONSULTANT SERVICES CONTRACT 4  
(Various)

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance:** Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

**C. Other Insurance Provisions.**

1. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any insurance, self-insurance, or self-insured pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.

**E. Verification of Coverage** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

CONSULTANT SERVICES CONTRACT 5  
(Various)

necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

**F. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.

**G. Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.

**H. City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

**XII. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

**XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

**XIV. CITY'S RIGHT OF INSPECTION.** Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

**XV. WORK PERFORMED AT CONSULTANT'S RISK.** Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant

CONSULTANT SERVICES CONTRACT 6  
(Various)

shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

**XVI. MISCELLANEOUS PROVISIONS.**

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

CONSULTANT SERVICES CONTRACT 7  
(Various)

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.



**MOFFATT & NICHOL SCOPE OF SERVICES**  
**City of Des Moines**  
**Des Moines Marina Redevelopment**  
**L-M-N Docks Replacement**  
**Construction Support Services**

---

**Scope of Services**

Moffatt & Nichol (M&N) and our team will provide the following Scope of Services to the City of Des Moines (City) for the Des Moines Marina Redevelopment L-M-N Docks Replacement Project - Construction Support Services. The M&N team will provide the professional services required for this project in accordance with the tasks below. The following firms will also provide construction support services for this project working directly under contract to M&N.

- Shannon & Wilson (Geotechnical Engineering)
- Wood/Harbinger (Electrical & Mechanical Engineering)
- Anchor QEA (Regulatory and Permits)

**Task 1: Project Management and Administration**

**1.1. Management**

M&N will provide the required level of contracting, oversight, accounting, invoicing, clerical support, and coordination to manage the M&N construction support team. Bill Gerken, PE, will serve as M&N Project Manager and as the principal point of contact with M&N for the duration of the project.

Quality control has been budgeted for each of the tasks and work products produced by M&N.

**1.2. Meetings**

The frequency of team construction meetings for the project will vary depending on the phase of construction. It is anticipated that approximately 22 meetings will be conducted throughout the project with most meetings being conducted virtually. 2 M&N staff will attend the majority of meetings. M&N will assist the City in preparation of meeting agenda and tracking of schedule and construction issues.

**Task 2: Construction Support Services**

The M&N team will provide technical engineering assistance to the City during Project construction, and post construction close-out including the following services:

**2.1. Issued for Construction (IFC) Documents**

The M&N team will complete final design modifications and clarifications in response to Bid phase RFI's and addenda, The Issued for Bid (IFB) plans and specifications will be updated to include modifications and clarifications and final IFC documents will be produced for issuance to the contractor.

**2.2. Submittal Review**

M&N will act as the primary technical reviewer for construction phase submittals required of the Contractor. M&N will perform technical submittal reviews and assist in the distribution of submittals for subconsultant review as appropriate to the scope of work. M&N team members will provide technical review of submittals related to their discipline/expertise. M&N will coordinate with the City team as appropriate to the scope of work shown in each submittal. All reviewed submittals will be sent to the City for final review and approval before return to the Contractor.

M&N will review submittals within ten (10) business days of receiving. Submittal review will consist of an initial review and additional review for each submittal requiring resubmission. Submittal review will be for general compliance with the design plans, specifications, and industry standards.

Approximately 60 submittals requiring M&N review are anticipated. Submittals beyond the anticipated level of effort, submittals insufficiently prepared by the Contractor prior to submission, and/or excessive Contractor iterations of submittals marked "reject/resubmit" may generate additional effort beyond what is currently anticipated and may require contract modification.

### 2.3. Request for Information (RFI) Review and Substitution Requests

M&N will assist the City team to provide directions to the Contractor where the Contractor requests additional information or clarification of the contract documents or in the event of differing conditions discovered during construction where the Contractor requests additional information or clarification of the contract documents provided. M&N will facilitate RFI reviews as appropriate to the scope of work shown in each RFI. All RFI responses will be sent to the City for final review and approval before returning to the Contractor.

M&N will prepare written responses to RFI's and will develop field sketches or make drawing revisions when needed to convey additional information to the contractor. RFI's that are not technical in nature will be deferred for review by the City.

Approximately 20 RFI's and/or substitution requests that require M&N review are anticipated. Review beyond the anticipated level of effort will generate additional effort and may require contract modification.

### 2.4. Change Order and/or Value Engineering Proposals

If a change in the Contractor's scope is necessary, M&N will assist the City team in preparing and issuing a change order. The change order will modify the construction contract to incorporate the change in scope and will amend the project cost and schedule, as necessary.

If the Contractor proposes a value engineering change, M&N will assist the City team in evaluating the benefit to the City and the technical merit of the proposed change, along with evaluating the suitable cost adjustment for the change.

Because it is difficult to estimate the level of effort required for change orders and value engineering proposals a priori, an allowance of 38 hours has been made in this fee proposal.

### 2.5. Observations/Site Visits

M&N will perform periodic on-site fabrication and construction observations as appropriate for the phase of construction. The site visits will be scheduled in coordination with the Contractor/Fabricator and City team for the time when the observers will be able to best see the work underway and completed. The site visits will be completed in a single day trip (up to 8 hours including travel time and reporting) by an observer mobilized out of the Seattle area. Up to three (3) site visits would be completed to the float fabricator yard in Tacoma, WA and/or other fabricators, and up to five (5) site visits would be completed to the marina construction site by M&N staff.

These site observations will be limited to visual means only and are intended to monitor for general conformance to the contract documents. If deficiencies are observed, M&N will notify the City team immediately. M&N will not direct the Contractor to perform or change any work.

Wood Harbinger will perform on-site construction observations in accordance with their scope of work. Shannon & Wilson will provide on-site construction observations during pile driving in accordance with their scope of work.

### 2.6. Regulatory and Permit Compliance Support

The M&N team will provide applicable technical, and construction related services to support regulatory agencies and permit requirements.

## 2.7. Project Closeout and Record Documents

M&N will perform a substantial completion and punch list site observation which is assumed to be 2 staff for a single (maximum 8-hour) day trip, including reporting and travel.

The M&N team will provide contract closeout services including preparation of applicable project record documents based on as-built, red-lined drawings provided by the contractor. Upon completion of construction and contract closeout M&N will provide an electronic project record flash drive with applicable construction records.

### **Schedule and Fee:**

This scope is to provide Construction Support Services to the City through March 31, 2026.

M&N proposes to complete the scope of work on a time-and-materials basis not to exceed one hundred and seventy-nine thousand one hundred and two dollars (\$179,102.00). A detailed breakdown of our fee proposal is attached (Attachment A). Subconsultant fees are included in Attachments B through D.

M&N billing rates are shown on the attached fee breakdown (Attachment A) and will be valid through April 2026.

### **Additional Assumptions and Exclusions:**

This scope of work is based on the following assumptions:

- Technical memoranda or studies, design and/or permit revisions, and any agency negotiations, beyond the level of effort identified herein, are not anticipated, or included in the scope of work.
- This scope and fee proposal assumes construction through approximately February 2026 with M&N providing support throughout the course of construction. The following general schedule of work is assumed. Project schedule and phasing may vary based on the selected contractor's equipment and crew employed at the site during construction.
  - Materials acquisition and fabrication may begin February 2025.
  - Contractor Mobilization and site prep starting in August 2025.
  - Dock Demolition will commence in August 2025.
  - In water construction elements may occur between August 2025 through the fish window closure on February 15, 2026.
  - On-site construction will be completed by March 2026, M&N CSS contract completion by April 2026.
- M&N understands the highly variable nature of construction and is prepared to provide additional services as may be required by the City under a modification to this contract.
- Construction observation activities will be limited to visual techniques only. Special inspection techniques including destructive and non-destructive testing will not be performed by M&N.
- Review and observation by M&N does not relieve the Contractor from their contractual responsibilities, nor does M&N assume liability for the quality and accuracy of the Contractor's work, nor for the construction means, methods, techniques, and sequences, or the jobsite or the persons thereon.
- M&N does not assume liability for elements of the project that are designed by others. M&N will not be responsible for modifying the design of those elements, approving design changes requested by the Contractor, or providing other technical direction for the project that could be interpreted as a change to the design of others such as approving substitution requests or answering technical RFIs.
- M&N cannot perform a legal review of construction contracts.

**ATTACHMENT A**

**MOFFATT & NICHOL  
FEE SPREADSHEET**



**Attachment A**  
**Moffatt & Nichol Fee Proposal Detail**  
**Des Moines Marina Redevelopment - L-M-N Docks Replacement - Construction Support Services**

1/Apr/2025

Project Number: 211150  
 Project Manager: Bill Gerken  
 Project Director: Shane Phillips

Subconsultant Markup: 5%  
 Other Direct Costs Markup: 5%

I. STAFF-HOUR BUDGET			LABOR CLASSIFICATIONS & CONTRACT RATES													STAFF-HOUR SUBTOTALS	LABOR COST SUBTOTALS
Phase	Task	Principal Eng./Sci P-9, P-8	Supervisory Eng./Sci P-7	Senior Eng./Sci P-6	Eng./Sci III P-5	Eng./Sci II P-4	Eng./Sci I P-3	Staff Eng. P-1, P-2	Sr Tech 4 T-4	Designer T-4	CADD II T-3	CADD I T-2, T-1	Project Controls A-4	Word Processor A-4, A-3	General Clerical A-1, A-2		
	<b>1 Project Management and Administration</b>																
	1.1 Management		42.0										14.0				
	1.2 As needed meetings		28.0				28.0										
	<b>2 Construction Support Services</b>																
	2.1 Issued for Construction Documents		4.0				16.0		1.0		4.0						
	2.2 Submittal review		44.0	8.0	8.0		80.0		16.0								
	2.3 RFI review and substitution requests		14.0		6.0		24.0		6.0								
	2.4 Change Order and/or Value Engineering proposals		10.0	6.0			18.0		4.0								
	2.5 Observations/Site Visits		12.0				48.0										
	2.6 Regulatory and Permit compliance support		2.0				6.0										
	2.7 Project Closeout and Record documents		12.0				22.0					26.0					
<b>I. TOTAL STAFF HOURS</b>			168.0	14.0	14.0		242.0		26.0	1.0		30.0	14.0			509.0	
<b>II. M&amp;N LABOR COST</b>			\$56,784.00	\$4,074.00	\$3,682.00		\$47,190.00		\$6,370.00	\$190.00		\$4,200.00	\$2,394.00				\$124,884.00

III. SUBCONSULTANT COSTS				
		Cost	Markup	Cost Subtotal
1	Anchor QEA (permit and regulatory compliance)	\$7,755.00	\$387.75	\$8,142.75
2	Wood Harbinger (electrical and mechanical)	\$29,825.00	\$1,491.25	\$31,316.25
3	Shannon Wilson (geotech/pile driving)	\$13,456.00	\$672.80	\$14,128.80
4				
5				
6				
7				
8				
9				
10				
<b>Subconsultants Totals:</b>		\$51,036.00	\$2,551.80	\$53,587.80

IV. OTHER DIRECT COSTS				
	Cost	Markup	Cost Subtotal	
Airfare		N/A		
Lodging		N/A		
Meals	\$250.00	\$12.50	\$262.50	
Mileage	\$350.00	\$17.50	\$367.50	
Outside Reproduction		N/A		
Postage/Delivery		N/A		
Telephone/Fax		N/A		
I&R/Diving Equipment		N/A		
Other:		N/A		
Other:				
<b>Other Direct Costs Totals:</b>		\$600.00	\$30.00	\$630.00

V. PROJECT SUMMARY	
Total M&N Labor Cost	\$124,884
Total Subconsultant Cost:	\$51,036
Total Other Direct Costs:	\$600
Mark-up on Subconsultants:	\$2,552
Mark-up on ODCs:	\$30
<b>Total Project Estimate</b>	<b>\$179,102</b>

**ATTACHMENT B**

**SHANNON & WILSON**  
**(Geotechnical Engineering)**



March 28, 2025

Mr. Bill Gerken, PE  
Moffatt & Nichol  
600 University Street, Suite 610  
Seattle, WA 98101

RE: REVISED PROPOSAL FOR GEOTECHNICAL CONSTRUCTION SUPPORT SERVICES,  
CITY OF DES MOINES MARINA REDEVELOPMENT PLAN AND L, M, AND N DOCK  
REPLACEMENT, DES MOINES, WASHINGTON

Dear Mr. Gerken:

This letter presents the second revision of our proposal for geotechnical construction support services for the Des Moines Marina Redevelopment Plan and L, M, and N Dock Replacement in Des Moines, Washington. The Des Moines Marina has been operating for over 50 years, and the docks are nearing the end of their useful life. The proposed project includes replacing and reconfiguring floating docks L, M, and N. Revisions to our original proposal dated August 29, 2024, include the following:

- Adjustments to pile observation time based on discussion with the pile driving Contractor (March 14 revision).
- Further adjustments to pile observation time based on requests from City of Des Moines representatives.

## SCOPE OF SERVICES

For this project, we will provide an experienced geotechnical field representative to observe installation of the dock guide piles. Our field representative will prepare daily field activity reports summarizing the day's observations, including the methods used for pile installation.

In addition to our field services, office supervision and engineering services related to our fieldwork will be required. We expect that we will need to provide engineering consulting services, such as:

- Reviewing submittals
- Reviewing and responding to Contractor Requests for Information (RFIs)
- Attending project meetings

## FEE ESTIMATE AND ASSUMPTIONS

We understand that construction will likely begin in fall 2025 and be completed during spring 2026. The estimated fee for our services is \$13,456. A detailed fee estimate is enclosed along with labor hours detailed by task. Our services will be performed on a time-and-expense basis, and the cost estimate includes our labor and expenses for the services described in this proposal.

In developing our fee estimate, we have assumed the following:

- We will review one submittal.
- We will review and respond to two RFIs.
- We will attend four virtual meetings at one hour each.
- We will observe installation of about 10 guide piles.
- The duration of pile installation will be 12 days; we would be on site for 2 days, as requested by the City of Des Moines.

If these assumptions need to change, our fee estimate will need to be revised.

## CLOSURE

This proposal does not include any environmental assessment or evaluation regarding the presence or absence of hazardous or toxic materials in the soil, surface water, groundwater, or air on, below, or around this site. However, if these conditions are encountered, Shannon & Wilson maintains a staff of engineers, geologists, hydrogeologists, and scientists who are qualified and experienced in these areas.

This proposal provides our recommended scope of geotechnical services based on our project understanding. Shannon & Wilson has prepared the enclosed "Important Information About Your Geotechnical/Environmental Proposal" to assist you and others in understanding the use and limitations of our proposal.

Sincerely,

SHANNON & WILSON

Jeremy N. Butkovich, PE  
Vice President

Enc. Table 1 – Fee Estimate  
Table 2 – Labor Estimate  
Important Information About Your Geotechnical/Environmental Proposal

**Table 1: Fee Estimate**

Classification	Maximum Hourly Rate	Hours	Cost
Vice President	\$320.00	5.5	\$1,760.00
Associate	\$255.00	22.0	\$5,610.00
Senior Engineer I	\$190.00	24.0	\$4,560.00
Senior Office Services	\$170.00	8.0	\$1,360.00
<b>Total Labor</b>		<b>59.5</b>	<b>\$13,290.00</b>
<b>Total Reimbursables (see below)</b>			<b>\$166.00</b>
<b>Total Estimated Fee</b>			<b>\$13,456.00</b>

Reimbursables	Quantity	Rate	Cost
Reproduction	-	-	\$100.00
Mileage (2 round trips)	80 miles	\$0.70/mile	\$56.00
Tolls (2 round trips)	2 trips	\$5.00/trip	\$10.00

**Table 2: Labor Estimate**

Task	Vice President	Associate	Senior Engineer I	Senior Office Services	Total
Project Management and Quality Control	2.0	4.0		8.0	14.0
Submittal review (assume 1)	0.5	4.0			4.5
RFI review (assume 2)	1.0	8.0			9.0
Meetings (assume 4 virtual)		4.0	4.0		8.0
Guide pile installation observation and reporting	2.0	2.0	20.0		24.0
<b>Column Totals</b>	<b>5.5</b>	<b>22.0</b>	<b>24.0</b>	<b>8.0</b>	<b>59.5</b>

## IMPORTANT INFORMATION ABOUT YOUR GEOTECHNICAL/ENVIRONMENTAL PROPOSAL

More construction problems are caused by site subsurface conditions than any other factor. The following suggestions and observations are offered to help you manage your risks.

### HAVE REALISTIC EXPECTATIONS.

If you have never before dealt with geotechnical or environmental issues, you should recognize that site exploration identifies actual subsurface conditions at those points where samples are taken, at the time they are taken. The data derived are extrapolated by the consultant, who then applies judgment to render an opinion about overall subsurface conditions; their reaction to construction activity; appropriate design of foundations, slopes, impoundments, and recovery wells; and other construction and/or remediation elements. Even under optimal circumstances, actual conditions may differ from those inferred to exist, because no consultant, no matter how qualified, and no subsurface program, no matter how comprehensive, can reveal what is hidden by earth, rock, and time.

### DEVELOP THE SUBSURFACE EXPLORATION PLAN WITH CARE.

The nature of subsurface explorations—the types, quantities, and locations of procedures used—in large measure determines the effectiveness of the geotechnical/environmental report and the design based upon it. The more comprehensive a subsurface exploration and testing program, the more information it provides to the consultant, helping to reduce the risk of unanticipated conditions and the attendant risk of costly delays and disputes. Even the cost of subsurface construction may be lowered.

Developing a proper subsurface exploration plan is a basic element of geotechnical/environmental design that should be accomplished jointly by the consultant and the client (or designated professional representatives). This helps the parties involved recognize mutual concerns and makes the client aware of the technical options available. Clients who develop a subsurface exploration plan without the involvement and concurrence of a consultant may be required to assume responsibility and liability for the plan's adequacy.

### READ GENERAL CONDITIONS CAREFULLY.

Most consultants include standard general contract conditions in their proposals. One of the general conditions most commonly employed is to limit the consulting firm's liability. Known as a "risk allocation" or "limitation of liability," this approach helps prevent problems at the beginning and establishes a fair and reasonable framework for handling them should they arise.

Various other elements of general conditions delineate your consultant's responsibilities. These are used to help eliminate confusion and misunderstandings, thereby helping all parties recognize who is responsible for different tasks. In all cases, read your consultant's general conditions carefully and ask any questions you may have.

### HAVE YOUR CONSULTANT WORK WITH OTHER DESIGN PROFESSIONALS.

Costly problems can occur when other design professionals develop their plans based on misinterpretations of a consultant's report. To help avoid misinterpretations, retain your consultant to work with other project design professionals who are affected by the geotechnical/environmental report. This allows a consultant to explain report implications to design professionals affected by them, and to review their plans and specifications so that issues can be dealt with adequately. Although some other design professionals may be familiar with geotechnical/environmental concerns, none knows as much about them as a competent consultant.

#### OBTAIN CONSTRUCTION MONITORING SERVICES.

Most experienced clients also retain their consultant to serve during the construction phase of their projects. Involvement during the construction phase is particularly important because this permits the consultant to be on hand quickly to evaluate unanticipated conditions, conduct additional tests if required, and when necessary, recommend alternative solutions to problems. The consultant can also monitor the geotechnical/environmental work performed by contractors. It is essential to recognize that the construction recommendations included in a report are preliminary, because they must be based on the assumption that conditions revealed through selective exploratory sampling are indicative of actual conditions throughout a site.

Because actual subsurface conditions can be discerned only during earthwork and/or drilling, design consultants need to observe those conditions in order to provide their recommendations. Only the consultant who prepares the report is fully familiar with the background information needed to determine whether or not the report's recommendations are valid. The consultant submitting the report cannot assume responsibility or liability for the adequacy of preliminary recommendations if another party is retained to observe construction.

#### REALIZE THAT ENVIRONMENTAL ISSUES MAY NOT HAVE BEEN ADDRESSED.

If you have requested only a geotechnical engineering proposal, it will not include services needed to evaluate the likelihood of contamination by hazardous materials or other pollutants. Given the liabilities involved, it is prudent practice to always have a site reviewed from an environmental viewpoint. A consultant cannot be responsible for failing to detect contaminants when the services needed to perform that function are not being provided.

#### ONE OF THE OBLIGATIONS OF YOUR CONSULTANT IS TO PROTECT THE SAFETY, PROPERTY, AND WELFARE OF THE PUBLIC.

A geotechnical/environmental investigation will sometimes disclose the existence of conditions that may endanger the safety, health, property, or welfare of the public. Your consultant may be obligated under rules of professional conduct, or statutory or common law, to notify you and others of these conditions.

#### RELY ON YOUR CONSULTANT FOR ADDITIONAL ASSISTANCE.

Your consulting firm is familiar with several techniques and approaches that can be used to help reduce risk exposure for all parties to a construction project, from design through construction. Ask your consultant, not only about geotechnical and environmental issues, but others as well, to learn about approaches that may be of genuine benefit.

**The preceding paragraphs are based on information provided by the Geoprofessional Business Association (<https://www.geoprofessional.org>)**

**ATTACHMENT C**

**WOOD-HARBINGER  
(Electrical & Mechanical Engineering)**

## Attachment B Consulting Services Task/Hour Breakdown

Project Title: City of Des Moines Marina Dock Replacements  
 Client: Moffatt & Nichols  
 Project Number: 21031  
 Project Manager: Peter Lekhakul  
 Project PIC: June Mechure

WH Proposal #:	P21.87-CAC
By:	Peter Lekhakul
Date:	3/17/25
Rev 0:	Total = \$29,825
Rev 1:	Date 3/27/25
Rev 2:	Date
Rev 3:	Date

**Summary by Discipline**

Basic Services Summary of Effort – Hours and Fee (By Discipline)													
SUMMARY BY DISCIPLINE:	Study	2.1 Pre-Design	2.2 45-95% Dgn		2.3 Final	Bidding	2.4 Dgn Meeting	Design Total	CA	Post Construction	CA Meetings	CA TOTAL	LABOR TOTALS
<b>Electrical Engineering</b>													
Total Hours:	0	0	0	0	0	0	0	0	51	0	28	79	79
Total Fee (\$):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,665	\$0	\$6,680	\$17,345	\$17,345
<b>Mechanical Engineering</b>													
Total Hours:	0	0	0	0	0	0	0	0	30	0	24	54	54
Total Fee (\$):	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,480	\$0	\$5,700	\$12,180	\$12,180
<b>Total Hours</b>	0	0	0	0	0	0	0	0	81	0	52	133	<b>TOTAL HRS</b> 133
<b>Basic Services Consulting Fees</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,145	\$0	\$12,380	\$29,525	<b>TOTAL \$</b> \$29,525

Design Labor Subtotal: \$0	CA Labor Subtotal: \$29,525		expenses	\$300.00
Design Sub-Consultant Subtotal: \$0	CA Sub-Consultant Subtotal: \$0		total	\$29,825
Design Reimbursable Expenses: \$0	CA Reimbursable Expenses: \$300			
<b>Design Subtotal: \$0</b>	<b>CA Subtotal: \$29,825</b>			

Sign-Offs:

PIC: \_\_\_\_\_ Date: \_\_\_\_\_

PM: \_\_\_\_\_ Date: \_\_\_\_\_

**Electrical WBS, Schedule and Budget**

**Project Title:** City of Des Moines Marina Dock Replacements  
**Client:** Moffatt & Nichols  
**Project Number:** 21031  
**Project Manager:** Peter Lekhakul  
**Project PIC:** June Mechure  
**P/F No.:** P21.87-CAC

Phase and/or Task Code	Labor Category			
	JM	NPL	ME	DW
	Prof. VIII	Prof. VI	Prof. III	Prof. II
	\$ 285.00	\$ 245.00	\$ 155.00	\$ 135.00
Task Description	Enter hours (not \$) below			
	-	57	13	-
<b>Bidding/Negotiation</b>				
Permit Revisions and Tracking				
Final Design Revisions				
Issue for Bid Documents				
Bid Support (RFI/Addenda Preparation)				
Meetings				
Project Management				
<b>Subtotal Bidding/Negotiation Phase</b>	-	-	-	-
<b>Construction Administration</b>				
Requests for Information (RFI)		6	1	
Contractor Submittals		12	1	
2 Site Observations and Reports		2	1	
Punch List Report		2	1	
Back Punch List Report				
Review Contractor Pay Requests		1		
Shop/Record Documents	1	2	1	8
Project Management Activities		6	6	
<b>Subtotal Construction Administration</b>	-	31	11	-
<b>CA Meetings</b>				
Site Observations (3hr/trip)		6	1	
Punch Lists (4hr/trip)		4	1	
Construction Meetings (Conf Call @ 1hr ea)		16		
<b>Subtotal CA Meetings</b>	-	26	2	-
<b>Total</b>	-	57	13	-

**Mechanical WBS, Schedule and Budget**

**Project Title:** City of Des Moines Marina Dock Replacements  
**Client:** Moffatt & Nichols  
**Project Number:** 21031  
**Project Manager:** Peter Lekhakul  
**Project PIC:** June Mechure  
**P/F No.:** P21.87-CAC

Phase and/or Task Code	Task Description	1 42 7 4			
		NRB	MBL	MLE	AA
		Prof. VII \$ 265.00	Prof. VI \$ 245.00	Prof. III \$ 155.00	Prof. II \$ 135.00
<b>Bidding/Negotiation</b>					
	Permit Revisions and Tracking				
	Final Design Revisions				
	Issue for Bid Documents				
	Bid Support (RFI/Addenda Preparation)				
	Meetings				
	<b>Subtotal Bidding/Negotiation Phase</b>	-	-	-	-
<b>Construction Administration</b>					
	Requests for Information (RFI)		6	1	
	Contractor Submittals		8	1	
	Site Observations and Reports		2	1	
	Punch List Report		2	1	
	Back Punch List				
	Shop/Record Documents	1	2	1	4
	<b>Subtotal Construction Administration</b>	1	20	5	4
<b>CA Meetings</b>					
	Site Observations (3hr/trip)		6	1	
	Punch Lists (4hr/trip)		4	1	
	Construction Meetings (Conf Call @ 1hr ea)		12		
	<b>Subtotal CA Meetings</b>	-	22	2	-
<b>Total</b>		1	42	7	4

**ATTACHMENT D**

**ANCHOR QEA  
(Regulatory & Permits)**

## Scope of Work

March 25, 2025

### Construction Environmental Support Services

Moffatt and Nichol via City of Des Moines Marina

#### 1. Project Understanding

The City of Des Moines (City) is proposing to replace Docks L, M, and N and sling launch at its marina located in Puget Sound near 22307 Dock Avenue South in Des Moines, Washington. The construction specifications will be determined by the contractor selected for the work. However, it is assumed that piles will be replaced (removal and installation) using a vibratory hammer and proofed as necessary using an impact hammer. The contractor will provide the City with marine mammal and marbled murrelet monitoring required during vibratory and impact activity for the replacement piles.

Anchor QEA has prepared this Scope of Work (SOW) describing construction environmental support services and estimated fees to provide limited environmental support for construction starting on or around September 2025 and to be completed by around March 2026. The proposed tasks include review of contractor environmental submittals, review of environmental/permit requests for information (RFIs), and participation in virtual meetings.. Details of the SOW activities, including deliverables and assumptions, are described in the follow section.

#### 2. Scope of Services and Deliverables

This scope of work includes providing environmental support services during construction including review of contractor environmental related submittals that are going to agencies or becoming part of record to make sure the City is compliant with requirements. This scope also includes review of environmental/permit related RFIs from the contractor. This scope assumes participation in up to 5 1-hour virtual meetings by one Anchor QEA staff.

This scope of work also includes a fee for coordinating minor permit revisions with the agencies.

##### Assumptions

- Project management time is included for 8 months
- One Anchor QEA staff person will attend up to 5 virtual meetings with the contractor and/or project team.
- RFIs will be relatively straightforward and will not require new documentation or significant new analysis to be provided.
- Anchor QEA will not prepare any new documentation or complete any significant new analysis to support contractor deliverables.

- This scope of work does not include submitting any permit applications or permit amendment requests.

**Deliverables**

- Monthly progress reports with each invoice
- RFI responses (electronic/email)
- Contractor correspondence (electronic/email)
- Meeting notes (electronic/email)

**4. Fee Estimate**

Anchor QEA proposes to perform this scope of work on a time and materials basis. Table 1 summarizes the estimated costs associated with each task.

**Table 1**  
**Summary of Proposed Fee**

<b>Item</b>	<b>Description</b>	<b>Estimated Budget</b>
1	Project Management	\$2,730
2	Meetings	\$1,607
3	Construction Support Services	
3.1	Submittal Review	\$1,709
3.2	RFI Review	\$1,709
	<b>TOTAL</b>	<b>\$7,755</b>

Exhibit A  
Anchor QEA Rates

---

# Anchor QEA

## 2025 BILLING RATES

### Professional Level Hourly Rates

Principal.....	\$337
Senior Manager.....	\$306
Manager.....	\$284
Senior Staff.....	\$254
Staff 3.....	\$221
Staff 2.....	\$199
Staff 1.....	\$168
Senior CAD <sup>1</sup> Designer.....	\$173
CAD Designer.....	\$146
Senior Field Technician.....	\$154
Technician.....	\$140
Senior Technical Editor.....	\$172
Technical Editor.....	\$147
Senior Project Coordinator.....	\$164
Project Coordinator.....	\$135

### Special Hourly Rates

National expert consultant.....	\$561
All work by a testifying expert.....	1.5 times professional level rate
Expert Advisor.....	\$431

## EXPENSE BILLING RATES

### Expense Rates

Technology Fee (of billed labor).....	5%
Mileage (per mile).....	Current federal standard

## FEE ON LABOR AND EXPENSE CHARGES

Subcontracts/subconsultants.....	10%
Travel and other direct costs.....	10%
Field equipment and supplies.....	10%

<sup>1</sup> CAD: Computer-Aided Design

*This is a company confidential document.*

Exhibit B  
Cost Estimating Spreadsheet

**Construction Environmental Support Services**

Task	Task Description	Hours by Labor Categories (hourly rates shown in parentheses)			Total Hours	Total Labor Cost	5% Technology Fee	Total Cost
		Senior Manager (\$306)	Senior Staff (\$254)	Senior Technical Editor (\$172)				
1	Project Management	4.00	-	8.00	12.00	\$ 2,600.00	\$ 130.00	\$ 2,730.00
2	Meetings	5.00	-	-	5.00	\$ 1,530.00	\$ 76.50	\$ 1,606.50
3	Construction Support Services	4.00	8.00	-	12.00	\$ 3,256.00	\$ 162.80	\$ 3,418.80
<b>Total Hours</b>		<b>13.00</b>	<b>8.00</b>	<b>8.00</b>	<b>29.00</b>			
<b>Total Cost</b>		<b>\$3,978</b>	<b>\$2,032</b>	<b>\$1,376</b>		<b>\$7,386</b>	<b>\$369</b>	<b>\$7,755</b>

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Woodmont Beach Apartments LLC  
Development Agreement

FOR AGENDA OF: June 12, 2025  
DEPT. OF ORIGIN: Community Development  
DATE SUBMITTED: June 2, 2025

- ATTACHMENTS:
1. Draft Resolution 25-052: Woodmont Beach Apartments LLC Development Agreement
  2. Project Development Agreement - Woodmont Beach Apartments LLC

- CLEARANCES:
- City Clerk \_\_\_\_\_
  - Community Development 
  - Courts \_\_\_\_\_
  - Finance 
  - Human Resources \_\_\_\_\_
  - Legal /s/TG
  - Marina \_\_\_\_\_
  - Police \_\_\_\_\_
  - Parks, Recreation & Senior Services \_\_\_\_\_
  - Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation:**

The purpose of this agenda item is to hold a public hearing to consider the Woodmont Beach Apartments LLC Development Agreement for a mixed-use project at 26915 Pacific Highway S. for 290 market rate residential units with 7,500 square feet of commercial space on 7.89 acres.

**Suggested Motion:**

**Motion:** “I move to adopt Draft Resolution 25-052 approving the Woodmont Beach Apartments LLC Development Agreement and authorize the City Manager to sign the Development Agreement substantially in the form as submitted.”

**Background**

A development agreement is authorized by RCW 36.70B.170 through .210 and by section 18.35.020 of the Des Moines Municipal Code (DMMC). These provisions allow a property owner to enter into an agreement with the City to address project development standards including, design standards, project phasing, review procedures, vesting, and other appropriate development requirements. A development agreement provides assurances to the property owner that the development regulations that apply to the project will not change during the term of the agreement.

In late 2024, the City was approached by Woodmont Beach Apartments LLC regarding their interest in an approximately 7.89 acre parcel located generally at 26915 Pacific Highway South. Since that time, Woodmont Beach Apartments LLC has purchased the property and requested the formulation of a development agreement to govern certain aspects of a mixed use development on the site.

Woodmont Beach Apartments LLC has proposed the construction of six multifamily buildings including approximately 290 residential units and approximately 7,500 square feet of commercial space. The project would also include between 400 and 500 parking spaces, along with common open space, a children’s play area, and amenity space.

**Discussion:**

The Development Agreement included as Attachment 2, contains several provisions that modify existing development regulations:

1. Uses: The Agreement limits the requirement for mixed use to only the building that is fronting Pacific Highway, including approximately 7,500 sq. ft. of retail space. The remaining buildings will not require a commercial use.
2. Dimensional Standards:
  - a. Minimum Height: The minimum height of Buildings 1-6 is 45 feet. No minimum height applies to any accessory structure, including but not limited to the clubhouse.
  - b. Rear and Side Setbacks: Minimum required rear and side setbacks shall be 10 feet, provided that all buildings are setback at least 30 feet from the property line.
3. Recreation Area: The Project shall include at least 63,000 sq. ft. of common recreation area accessible to all tenants, including a clubhouse and pool. At least 50% of the common recreation space will be outdoors. The Project will provide at least two play fixtures and at least one adult seating area. The area programmed with children’s play equipment will be approximately 4,000 sq. ft.
4. Parking: The Project will include at least 400 parking spaces, and in no event exceed 500, subject to review and approval by the Director of a Traffic Impact Analysis.
5. Accessory Uses: A storm detention pond, accessory parking, vehicle access road connecting to 16th Avenue South, and open space are allowed as accessory uses on the West Lot as shown on the Conceptual Site Plan and subject to transportation review.

The Development Agreement also defines the future project approvals and review procedures for the project. The project approvals will be consolidated to a single public hearing held by the Hearing Examiner.

The project approval fees are consolidated within the development agreement for review of the Planned Unit Development (PUD), Design Review, and Environmental Processing (SEPA) in the amount of \$80,000. This is based on the concurrent review, similar architecture for internal buildings, current fee schedule and estimated staff time.

**Alternatives:**

Council has the option to decline to approve the Development Agreement.

**Financial Impact:**

The Property has been vacant for over 30 years and City resources have been expended on multiple occasions to remove trespassers on the Property. The City will receive one-time revenue from permit fees and sales tax on construction. Additionally, the City will receive increased property taxes as a result of the improvements.

**Recommendations/Conclusion:**

Administration recommends that the City Council approve the Development Agreement (DA) and authorize the City Manager to sign the DA, substantially in the form as submitted.

**CITY ATTORNEY FIRST DRAFT 5/8/2024**

**DRAFT RESOLUTION NO. 25-052**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, approving the Development Agreement between the City of Des Moines and Woodmont Beach Apartments LLC.

**WHEREAS**, the City is a non-charter optional municipal code city incorporated under the laws of the State of Washington, with authority to enact laws and enter into development agreements to promote the health, safety, and welfare of its citizens, and

**WHEREAS**, Woodmont Beach Apartments LLC owns approximately 7.89 acres of real property in the City, located generally at 26915 Pacific Highway South in the Woodmont Neighborhood and wishes to develop a mixed use project on the property, and

**WHEREAS**, pursuant to RCW 36.70B.200, a public hearing was held before the City Council on June 12, 2025, and all persons wishing to be heard were heard; now therefore,

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

**Sec. 1. Approval.** The Development Agreement (Exhibit A) between the City of Des Moines and Woodmont Beach Apartments LLC is hereby approved by the Des Moines City Council.

**Sec. 2. Compliance with other law.** Nothing in this Resolution shall be construed as excusing the Applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this development other than as expressly set forth herein.

**Sec. 3. Distribution of resolution following City Council action.** Certified or conformed copies of this Resolution shall be delivered to the following:

- (1) City of Des Moines Community Development and Public Works Departments; and
- (2) Woodmont Beach Apartments LLC; and
- (3) City Clerk of the City of Des Moines.

Resolution No. \_\_\_\_  
Page 2 of \_\_\_\_

**ADOPTED BY** the City Council of the City of Des Moines,  
Washington this \_\_\_\_\_ day of June, 2025 and signed in  
authentication thereof this \_\_\_\_\_ day of June, 2025.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

## **DEVELOPMENT AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”) by and between WOODMONT BEACH APARTMENTS LLC, a Delaware limited liability company (“Developer”) and the CITY OF DES MOINES, a Washington municipal corporation (“City”). Developer and the City are each a “Party” and collectively the “Parties” to this Agreement.

### **RECITALS**

A. The Washington State Legislature has authorized the execution of development agreements between a local government and an entity having ownership or control of real property within its jurisdiction, pursuant to RCW 36.70B.170 through 36.70B.210 (“Development Agreement Statute”). This Agreement is authorized pursuant to the Development Agreement Statute and the Des Moines Municipal Code (“DMMC” or “Code”) Chapters 18.52 and 18.30 established by Ordinances 1601 and 1591.

B. Developer owns approximately 7.89 acres of real property in the City, located generally at 26915 Pacific Highway South (“Property”). The Property is legally described on Exhibit A. The Property includes two lots, assigned King County parcel numbers 2822049045 (“East Lot”) and 2822049102 (“West Lot”), as shown on Exhibit B.

C. The East Lot is designated Commercial in the City’s Comprehensive Plan, adopted pursuant Ordinances 1623, 1664, 1712, 1731, and 1746. The East Lot is located in the Woodmont Commercial (“WC”) Zone, adopted pursuant Ordinance 1618-A. The West Lot is designated Single Family. The West Lot is located in the Residential Single Family 7200 “RS-7200” zone.

D. The City and Developer find it desirable to enter into this Agreement for orderly development of the Property consistent with the City’s Comprehensive Plan, and which provides public benefits as defined in Section 4.

E. Developer proposes construction of six multifamily buildings including approximately 290 residential units and approximately 7,500 square feet of commercial space and at least 400 parking spaces, and no more than 500, along with common open space, a children’s play area, and amenity space (defined below as the “Project”). The Project is depicted on the Conceptual Site Plan, as shown in Exhibit C.

F. Redevelopment of the Properties consistent with the Conceptual Site Plan will benefit the City by, among other reasons, implementing the Comprehensive Plan’s vision of providing new market-rate housing opportunities for City residents and new commercial development.

G. The Parties intend that this Agreement specify the development standards applicable to the Property, including Project elements, including commercial requirements, the

amount of development application fees, review procedures, vesting, and other appropriate requirements.

H. All Recitals and Exhibits (A - C) referenced in this Agreement are hereby incorporated by reference and shall be considered as material terms of this Agreement.

I. By this Agreement, the Parties intend to set forth their mutual agreement and understandings as they relate to the development of the Properties.

NOW THEREFORE, in consideration of the mutual benefits and agreements contained herein, as well as other valuable consideration, the receipt and sufficiency of which are now acknowledged, the Parties agree as follows:

## AGREEMENT

1. Definitions.
  - 1.1. “City Council” is the City Council of the City of Des Moines.
  - 1.2. “Comprehensive Plan” is the City of Des Moines 2035 Comprehensive Plan.
  - 1.3. “Developer” means Woodmont Beach Apartments LLC, a Delaware limited liability company and/or its successors and permitted assigns pursuant to Section 13.
  - 1.4. “Development Director” is the Director of the Department of Community Development.
  - 1.5. “Development Regulations” means those sections of the Des Moines Municipal Code, Des Moines Zoning Code, Des Moines Subdivision Code, Des Moines Comprehensive Plan, Des Moines Zoning Map, and any implementing policies, regulations, procedures, or guidelines addressing the zoning, building and site design, utilities, environmental review (including SEPA procedures and substantive authority), transportation concurrency, and any other elements that govern the development of real property within the City. Unless otherwise defined herein, a term defined in the Development Regulations shall have the meaning assigned to it within the Development Regulations.
  - 1.6. “DMMC” is the Des Moines Municipal Code adopted as of the Effective Date.
  - 1.7. “Effective Date” shall mean the date when the last representative of the City and/or Developer executes and transmits a copy of the signed Agreement.
  - 1.8. “Project” shall mean the Project described in Section 2 and shown on Exhibit C.
  - 1.9. “Property” shall mean the Property legally described on Exhibit A and depicted on Exhibit B.
  - 1.10. Each term defined within the Agreement shall have the meaning assigned to it within the Agreement.
2. Project. The Developer shall develop the Property generally consistent with the Conceptual Site Plan and including the following components:
  - 2.1. Residential. Six multifamily residential buildings including approximately 290 market-rate units, with a mix of one-bedroom, two-bedroom, and three-bedroom units.
  - 2.2. Retail. Approximately 7,500 s.f. of retail space located on the ground floor of Building 1, as shown in the Conceptual Site Plan.

2.3. Parking. A minimum of 400 parking spaces, and a maximum of 500 parking spaces, as determined in the Developer's sole discretion, for the residential and commercial uses, subject to project-level review as provided in Section 5.

2.4. Recreation Area. Approximately 63,000 s.f. of recreation area including a clubhouse and children's play space as further defined in Section 3.4.

3. Development Regulation Modifications. The Parties agree the development of the Property shall be governed by the Woodmont Commercial zoning regulations subject to the following modifications of the Development Regulations as they apply to the Project:

3.1. Uses. Subject to the modifications in Section 3.2, Building 1 shall be a mixed-use development and Buildings 2-6 shall be only multifamily use, as shown on the Conceptual Site Plan. Other uses are allowed as defined in Table 18.52.010B for the W-C zone.

3.2. Ground-floor uses. Non-residential uses will be provided at the ground-level of Building 1 adjacent to Pacific Highway.

a. Retail. A minimum 7,500 s.f. of retail space will be provided as commercial space along the street-facing façade of Building 1 adjacent to Pacific Highway which may be occupied by retail uses permitted in the W-C zone pursuant Table 18.52.010B. The minimum depth of the commercial space is 25 feet.

b. Mixed-Use Requirements. The mixed-use structure requirements in Table 18.52.010B, Note 58(b) shall not apply to Buildings 2-6.

3.3. Dimensional standards. The dimensional requirements in DMMC 18.127.060 are modified as follows:

a. Minimum Height. The minimum height of Buildings 1-6 is 45 feet. No minimum height applies to any accessory structure, including but not limited to the clubhouse.

b. Rear and Side Setbacks. Minimum required rear and side setbacks shall be 10 feet, provided that all buildings are setback at least 30 feet from the property line. The Parties agree the setback reduction is consistent with DMMC 18.127.060(7).

3.4. Recreation Area. The Project shall include at least 63,000 s.f. of common recreation area accessible to all tenants, including a clubhouse and pool. At least 50% of the common recreation space will be outdoors. For the avoidance of doubt, side and rear yard areas may be counted toward required recreation area, consistent with DMMC 18.155.070(4). No private outdoor recreation area will be required pursuant DMMC

18.155.050, consistent with the exception for mixed-use developments in Table 18.52.010B, Note 58(d).

a. Children's Play Space. The Project will provide at least two play fixtures and at least one adult seating area as required by DMMC 18.155.060. The area programmed with children's play equipment will be approximately 4,000 s.f..

3.5. Parking. The Project will include at least 400 parking spaces, and in no event exceed 500. The Developer, in its sole discretion, shall propose the parking ratio during review of the Project Approvals, subject to review and approval by the Director of a Traffic Impact Analysis, consistent with DMMC 18.210.070(1).

3.6. Accessory Uses. A storm detention pond, accessory parking, vehicle access road connecting to 16<sup>th</sup> Avenue South, and open space are allowed as accessory uses on the West Lot as shown on the Conceptual Site Plan and subject to transportation review.

4. Public Benefit. The Project will provide the following public benefits:

4.1. Redevelopment. The Property has been vacant for over 30 years and City resources have been expended on multiple occasions to remove trespassers on the Property. The Project will provide 290 new homes, including two to three bedroom units that can accommodate families in advancement of the City's Housing Action Plan.

4.2. Activation. 290 new homes on this underutilized property will result in activation of the area with increased pedestrian presence and consumers for existing nearby businesses.

4.3. Institutional Investment. Institutional-grade investment in the Project establishes precedent for attracting future investment for mixed-use development in the City.

4.4. Open Space. The Project will exceed the minimum Code required minimum of 200 s.f. per unit by approximately 15 s.f. per unit.

5. Project Approvals. The Parties agree that apart from this Agreement, the following additional land use entitlements are required for the Project: Planned Unit Development ("PUD"), State Environmental Policy Act ("SEPA") review, and Design Review including zoning compliance (collectively, the "Project Approvals").

5.1. Review Procedure. The Parties agree that the review of the Project Approvals will be consolidated under a Type III land use action as defined by DMMC 18.20.180, subject to modifications contained in this Agreement. For the avoidance of doubt, the consolidated Type III procedure will include: 1) public notice of the Project Approval applications; 2) Publication of the SEPA determination and staff recommendation on the PUD and Design Review with notice of a single administrative appeal period; 3) a single public hearing held by the Hearing Examiner. The Hearing Examiner decision on the

Project Approvals shall be the final City decision on the Project Approvals.

5.2 Project Approval Fees. The Parties agree to the City of Des Moines 2020 Development and Engineering Services Fee Schedule approved by Ordinance 1591 (“Fee Schedule”). However, since the Project Approvals consist of a single project with concurrent review, the Parties agree that the review fee for the PUD and Design Reviews including SEPA (60 hours) shall be \$80,000. Other development fees, including but not limited to any appeals, building permit, engineering services not covered under review of the PUD, SEPA time over 60 hours, SEPA consultants (if needed), critical areas review, land clearing, technology fee, or processing fees are not included in the \$80,000, and shall be paid at the rate required by the a City of Des Moines Development and Engineering Services Fee Schedule applicable at the time of application submittal.

6. Phasing. The first phase of the Project construction shall include construction of Building 1. Building 1 must be complete with an issued Temporary Certificate of Occupancy before the Certificates of Occupancy for any other building except the clubhouse will be issued.

7. Vesting. Except as provided in Sections 7.1 and 7.2, and as may otherwise be prohibited by law, the Developer shall be entitled to develop the Project under the Development Regulations and land use controls in effect as of the Effective Date of this Agreement (“Vested Code Provisions”), which shall apply for the Term of this Agreement.

7.1. Exemptions. The following are exempt from vesting under this Agreement:

- a. Development review fees, except as defined in Section 5.2;
- b. Connection charges, general facilities charges, and monthly service charges;
- c. Amendments to building, plumbing, fire, and other construction codes adopted pursuant to RCW Ch. 19.27 or 19.27A;
- d. City enactments that are adopted pursuant to state or federal mandates (such as the City’s NPDES Municipal Stormwater Permits) that preempt the City’s authority to vest regulations.

7.2. Reserved Rights. Notwithstanding any provision in this Agreement, the City reserves authority pursuant to RCW 36.70B.170(4) to impose new or different Development Regulations to the extent required by a serious threat to public health or safety, as determined by the City Council after written notice and an opportunity to be heard by the Developer.

7.3. Future Modifications. Due to the length of the vesting term, the Parties understand that allowing some future amendments to Vested Code Provisions to apply to

the Project (“Code Amendment”) may provide public and Developer benefit. The City may approve the use of amended Code provisions administratively if:

- a. The Code Amendment does not permit new uses prohibited under the Vested Code Regulations.
- b. The Code Amendment does not authorize an increase in residential units beyond that permitted by Section 11.1.

8. Agreement to Run with the Land. The benefits and obligations of this Agreement shall run with the land and continue following the subdivision, leasing, or transfer of ownership to the Developer’s successors and assigns in accordance with Section 13.

9. Term. The term of this Agreement shall be twenty-five (25) years from the Effective Date of this Agreement (“Expiration Date”).

10. SEPA. Pursuant to the State Environmental Policy Act (“SEPA”), piecemeal environmental review is discouraged. The Developer has not completed the Planned Unit Development process under DMMC Chapter 18.230, and therefore, SEPA review will not be conducted as part of this Agreement. The SEPA review will be conducted with the PUD application.

11. Amendment of Agreement. Amendment of this Agreement is subject to the provisions of Section 28. Amendments to the Agreement shall be designated as either minor or major amendment by the Director of Planning and Community Development, in consultation with affected City Departments.

11.1 Minor Amendments. A minor amendment is an amendment that is not defined below as a major amendment, and:

- a. Does not increase the number of residential units by more than five (5) percent of the Project as approved in Section 2;
- b. Amendments to the phasing requirement in Section 6.

11.2 Major Amendments. A major amendment shall require an amendment to the Agreement and expressly includes:

- a. Changing the term of the Agreement as set forth in Section 9;
- b. Proposing a land use that is not allowed in the Woodmont Commercial zone;
- c. An amendment to any of the modifications set forth in Section 3.

11.3 Processing of amendments.

- a. Major Amendments shall be processed as a Type V decision requiring notice, a public hearing and City Council approval.
- b. Minor Amendments shall be administratively reviewed and approved by the Director of Planning and Community Development following the procedures for a Type I decision as set forth in DMMC 18.20.150 without notice, public hearing, or City Council approval.
  - i. The Director's decision classifying an amendment as major or minor is final and not subject to reconsideration or administrative appeal.
  - ii. The City's decision to approve a minor or major amendment is discretionary. The City may impose reasonable conditions of approval on any amendment.
  - iii. The fee for processing of a minor or major amendment shall be the hourly rate set forth in the City of Des Moines Development and Engineering Services Fee Schedule as approved by City Council pursuant DMMC 18.20.090 for design review at the time of the amendment.
  - iv. If approved, the Developer shall record the executed amendment.

12. Recording. The Developer shall record this Agreement with the King County Recorder's Office.

13. Binding Effect; Assignability. This Agreement shall bind and inure to the benefit of the Parties and the Parties' respective successors, heirs, legatees, representatives, receivers, trustees, successors, transferees, and assigns. The Developer shall have the right, in its sole discretion, to assign or transfer its rights, in whole or in part, under this Agreement.

14. Interpretation. This Agreement has been reviewed and revised by legal counsel for both Parties, and no presumption or rule construing ambiguity against the drafter of the document shall apply to the interpretation or enforcement of this Agreement. Nothing herein shall be construed as a waiver of the City's constitutional and statutory powers. Nothing herein shall be construed or implied that the City is contracting away its constitutional and statutory powers except as otherwise authorized by law.

15. Authority. Each signatory to this Agreement represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of the Party for which they are signing and that they will defend and hold harmless the other Parties and signatories from any claim that they were not fully authorized to execute this Agreement on behalf of the person or entity for whom they signed. Upon proper execution and delivery, this Agreement will have been duly entered into by the Parties, will constitute as against each Party a valid, legal, and

binding obligation that shall run with the land and will be enforceable against each Party in accordance with the terms herein.

16. Delays. If either Party is delayed in performing its obligations in this Agreement due to Force Majeure, then the performance of such obligation shall be excused for the period of delay. Force Majeure means extraordinary natural events or conditions such as war, riot, labor disputes, pandemic (including but not limited to COVID-19 or its variants), or other similar causes beyond the reasonable control of the obligated party.

17. Termination.

17.1 This Agreement shall expire and be of no further force and effect if:

- a. This Agreement shall terminate upon Developer's abandonment of development of the Property. Developer shall be deemed to have abandoned development of the Property if a complete application for a PUD has not been received by the City within one year of the Effective Date of this Agreement consistent with DMMC 18.20.120 except in the case of Force Majeure as provided in Section 16; or
- b. This Agreement shall terminate either (1) upon the expiration of the term identified in Section 9 above, or (2) when the Property has been fully developed and all of Developer's obligations in connection therewith are satisfied as determined by the City, whichever first occurs. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney.

18. Notices. All notices, requests, demands, and other communications called for or contemplated by this Agreement shall be (a) in writing and (b) duly given by mailing the same by certified mail, return receipt requested, or by delivering the same by hand to the following addresses, or to such other addresses as the Parties may designate by written notice in the manner aforesaid:

Developer: Woodmont Beach Apartments LLC  
Attn: Meredith Holzemer  
1417 116<sup>th</sup> Ave NE, Suite 208  
Bellevue, WA 98004  
Email: [mholzemer@mcrtrust.com](mailto:mholzemer@mcrtrust.com)

And to its Attorneys: McCullough Hill PLLC  
Attn: Ian Morrison; Jessica Roe  
701 5th Avenue, Suite 6600  
Seattle, WA 98104  
Phone: 206-812-3380  
Email: [imorrison@mhseattle.com](mailto:imorrison@mhseattle.com); [jroe@mhseattle.com](mailto:jroe@mhseattle.com)

City of Des Moines: Community Development Director  
Attn: Rebecca Deming  
21830 11<sup>th</sup> Avenue S, Suite D  
Des Moines, WA 98198  
Email: rdeming@desmoineswa.gov

And to its Attorney: City Attorney's Office  
Attn: Timothy George  
21830 11<sup>th</sup> Avenue S  
Des Moines, WA 98198  
Email: tgeorge@desmoineswa.gov

19. Dispute Resolution. The Parties intend to work cooperatively and resolve disputes efficiently and cost-effectively. The Parties shall resolve all disputes arising out of or relating to this Agreement as follows:

19.1. Settlement Meeting. If any dispute arises between the Parties relating to this Agreement, the Parties shall meet and seek to resolve the dispute, in good faith, within ten (10) days after a Party request such a meeting. The City shall send the Community Development Director or a designee with information relating to the dispute, and the Developer shall send a developer's representative or person with technical information or expertise related to the dispute.

19.2. Mediation. If the Parties cannot resolve the issue within ten (10) days, then they shall mediate the matter using a mediator from Judicial Dispute Resolution, LLC, or if that entity fails or declines to serve such other similar service or organization as agreed by the parties, or as appointed by the court if the parties cannot agree (collectively "JDR"), within seven (7) days of their failure to agree pursuant to Section 19.1. The Parties shall evenly split any fees charged by JDR, regardless of the outcome of the mediation. Each party shall bear its own attorneys' fees in connection with the mediation. If the Parties have still not resolved the matter following the mediation, then and only then shall judicial action be permitted.

20. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. To the extent permitted, the venue for any judicial action arising out of or relating to this Agreement shall lie in King County Superior Court.

21. Specific Performance. The Parties specifically agree that damages are not an adequate remedy for breach of this Agreement and that the Parties are entitled to compel specific performance of all material terms of this Agreement by any Party in default hereof. All terms and provisions of this Agreement are material.

22. Attorneys' Fees. In any judicial action to enforce or determine a party's rights under this Agreement, the prevailing party (or the substantially prevailing party, if no one party prevails

entirely) shall be entitled to reasonable attorneys' fees, expert witness fees, and costs, including fees and costs incurred in the appeal of any ruling of a lower court.

23. No Third-Party Beneficiary. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based upon any provision of this Agreement.

24. Severability. This Agreement does not violate any known federal or state statute, rule, regulation, or common law. Any provision found invalid or in violation of any statute, rule, regulation, or common law shall be considered null and void, with the remaining provisions remaining viable and in effect.

25. Cooperation in Execution of Documents. The Parties agree to properly and promptly execute and deliver any and all additional documents that may be necessary to render this Agreement practically effective. This paragraph shall not require the execution of any document that expands, alters, or in any way changes the terms of this Agreement.

26. Exhibits. This Agreement includes the following exhibits, which are incorporated by reference herein:

Exhibit A – Legal Description

Exhibit B – Lots

Exhibit C – Conceptual Site Plan

27. Full Understanding. The Parties each acknowledge, represent, and agree that they: (a) have read this Agreement; (b) fully understand the terms thereof; (c) have had the opportunity to be fully advised by their legal counsel and any other advisors with respect thereto; and (d) are executing this Agreement after sufficient review and understanding of its contents.

28. Final and Complete Agreement. This Agreement is integrated and constitutes the final and complete expression of the Parties on all subjects relating to the development of the Property. This Agreement may not be modified, interpreted, amended, waived or revoked orally, but only by a writing signed by all Parties. This Agreement supersedes and replaces all prior agreements, discussions, and representations on all subjects discussed herein, without limitation. No Party is entering into this Agreement in reliance on any oral or written promises, inducements, representations, understandings, interpretations, or agreements other than those contained in this Agreement and the Exhibits hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first set forth above.

Woodmont Beach Apartments LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Name: Meredith Holzemer  
Its: Managing Director

CITY OF DES MOINES,  
a Washington municipal code city

By: \_\_\_\_\_  
, Mayor

ATTEST:

\_\_\_\_\_  
, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Timothy George, City Attorney

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the  
\_\_\_\_\_ of **WOODMONT BEACH APARTMENTS LLC** that executed  
the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act  
and deed of said limited liability company, for the uses and purposes therein mentioned, and on  
oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's signature

\_\_\_\_\_  
Notary's printed name

\_\_\_\_\_  
Notary Public in and for the State of Washington.

My commission expires \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

On this day personally appeared before me \_\_\_\_\_, to me known to be the \_\_\_\_\_ of, **CITY OF DES MOINES** that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

GIVEN my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Notary's signature

\_\_\_\_\_  
Notary's printed name

\_\_\_\_\_  
Notary Public in and for the State of Washington.

My commission expires \_\_\_\_\_

**EXHIBIT A**

LEGAL DESCRIPTION

Parcel A:

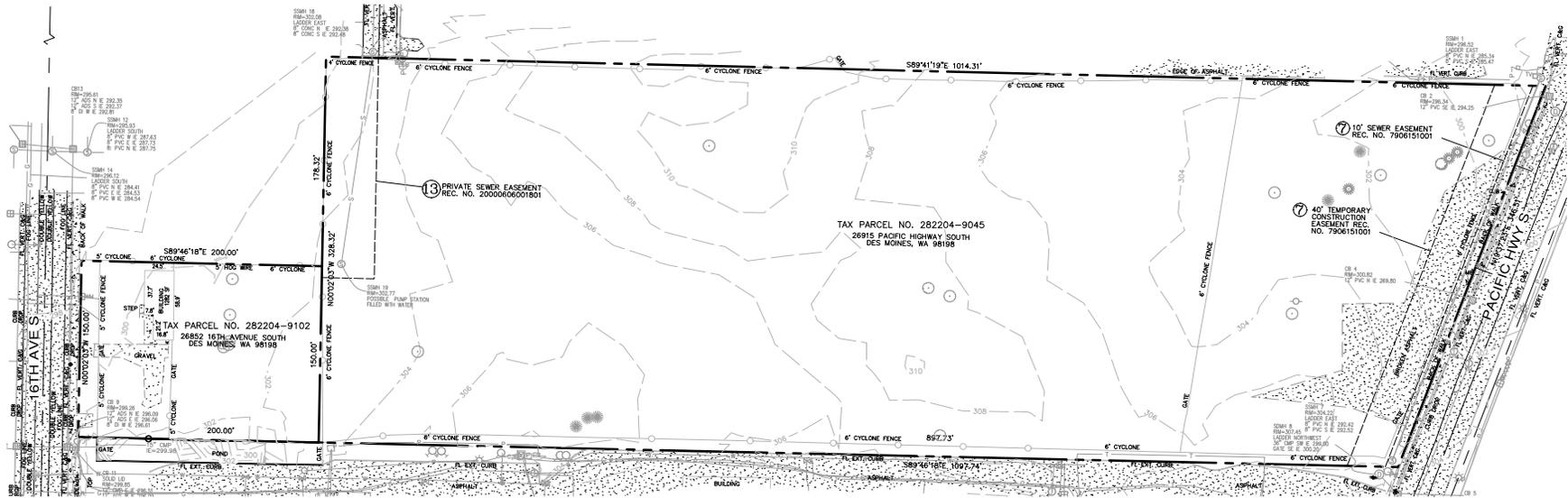
The South 150 feet of the East 200 feet of the West 230 feet of the South half of the North half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 22 North, Range 4 East, W. M., in King County, Washington.

Parcel B:

That portion of the South half of the North half of the Southwest Quarter of the Southwest Quarter of Section 28, Township 22 North, Range 4 East, W.M., in King County, Washington lying Westerly of State Highway 1; Except the West 230 feet thereof.

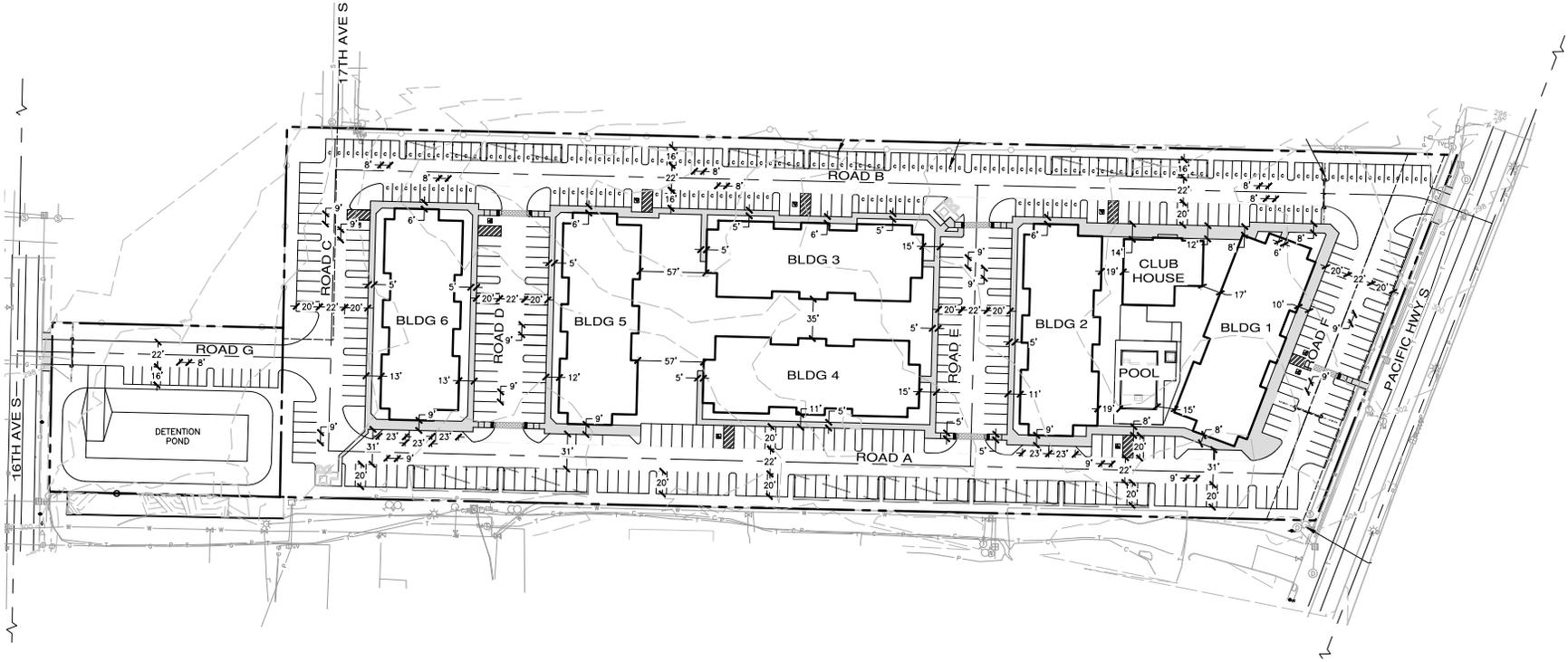
**EXHIBIT B**

Exhibit B - Legal Lots



**EXHIBIT C**

Exhibit C - Conceptual Site Plan



**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Accessory Dwelling Units

FOR AGENDA OF: June 12, 2025

ATTACHMENTS:

- 1. Draft Ordinance No. 25-056

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 29, 2025

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development 
- Courts \_\_\_\_\_
- Finance \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal /s/ TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to consider the proposed Accessory Dwelling Unit (ADU) Draft Ordinance No 25-056.

**Suggested Motion**

**Motion: “I move to approve Draft Ordinance 25-056 relating to land use, updating regulations related to accessory dwelling units.”**

**Background**

The 2023 Washington State legislative session passed several housing and land use bills, including Engrossed House Bill 1337. HB 1337 aims to expand housing options by easing barriers to the construction and use of accessory dwelling units. State law requires all local governments in Washington State planning under the Growth Management Act to update their ADU regulations to comply with HB 1337 by June 30, 2025.

An accessory dwelling unit (ADU) is a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other housing unit. ADUs are also known by various other names, including accessory living quarters, mother-in-law suites, backyard cottages, attached accessory dwelling units (AADUs), and detached accessory dwelling units (DADUs). These units provide complete independent living facilities for one or more persons and that includes provisions for living, sleeping, eating, cooking, and sanitation.

Accessory dwelling units offer many benefits, including diversifying housing options, increasing access to more affordable housing options, fostering diverse communities, and addressing the legacy of economic and racial exclusion in housing. They also play a key role in supporting first-time homeowners and essential workers, providing opportunities for older adults to age in place, accommodating smaller household sizes, increasing opportunities to build equity, and more.

The code update process required a thorough review of Des Moines’s existing ADU regulations to ensure they reflect new laws and requirements and respond to changing conditions within the community.

To help frame the scope of our update, City staff completed a review of Des Moines’s existing ADU regulations for consistency with Engrossed House Bill 1337, RCW 36.70A.680-681, and the Washington State Department of Commerce’s Guidance for ADUs in Washington State, and identified updates needed to comply with these requirements.

***April 3, 2025 Committee of the Whole Meeting***

Staff presented proposed amendments to Des Moines Municipal Code (DMMC) 18.55.140 Accessory living quarters (ALQ) and supplementary amendments to DMMC 18.52.010A Residential use chart. The committee reviewed the proposed amendments and discussed the requirements of HB 1337. Given the breadth of the information, the committee opted to continue the discussion in a follow up meeting.

***April 10, 2025 Council Meeting***

Staff presented proposed amendments to Des Moines Municipal Code (DMMC) 18.55.140 Accessory living quarters (ALQ) and supplementary amendments to DMMC 18.52.010A Residential use chart based on feedback from the April 3 committee meeting. The Council discussion primarily focused on size, parking requirements, and the number and configuration of ADUs. Council recommended increasing the maximum size of ADUs to 1,200 sq. ft. and opted to continue the discussion on ADU parking and the number of ADUs in a follow up meeting for Middle Housing requirements.

***May 1, 2025 Committee of the Whole Meeting***

Staff presented proposed amendments to the City of Des Moines’ Development Regulations to align with recent Middle Housing legislation, including E2SHB 1110 (2023) and ESHB 2321 (2024), enacted by the Washington State Legislature. The discussion also addressed Accessory Dwelling Units (ADUs), given their relevance to both HB 1337 and HB 1110. The Committee recommended setting the maximum size of ADUs at 1,200sq. ft., allowing up to three ADUs per residential lot, and removing the parking requirement for ADUs in accordance with SB 5184 which will not require parking for structures under 1,200 sq. ft.

**Discussion**

Tonight’s discussion will focus on the draft ADU ordinance which includes amendments to Des Moines Municipal Code (DMMC) 18.55.140 Accessory living quarters (ALQ) and supplementary amendments to DMMC 18.52.010A Residential use chart. City staff prepared a draft ordinance of the proposed ADU regulations (Attachment 1).

### Framework

City staff are proposing a draft ordinance which includes amendments to DMMC 18.55.140 Accessory living quarters (ALQ) and DMMC 18.52.010A Residential use chart to comply with Engrossed House Bill HB 1337 and RCW 36.70A.680-681. Per these new legislative requirements, cities:

- May not impose impact fees that are greater than 50% of impact fees imposed on the principal unit;
- May not require owner occupancy;
- Must allow at least two ADUs in any configuration;
- Must allow detached ADUs;
- Must allow ADUs on any lot that meets the minimum lot size required for the principal unit;
- Must allow ADUs to have a minimum of 1,000 square feet of gross floor area;
- May not limit roof heights to be less than 24 feet;
- May not impose design standards that are more restrictive than those for the principal unit;
- Must allow ADUs to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage;
- May not prohibit the sale or other conveyance of an ADU as a condominium unit independently of the principal unit;
- May not require public street improvements as part of the permit process for ADUs; and
- May not require off-street parking for ADUs within ½ mile walking distance of a major transit stop.

City staff conducted a review of Des Moines' existing ADU regulations to ensure compliance with HB 1337, RCW 36.70A.680-681, and the Washington State Department of Commerce's Guidance for ADUs in Washington State. As a result of the review, the draft ordinance addresses impact fees, owner occupancy, number and configuration of ADUs, size, design standards, location, conversions, separate sale, and parking.

### Proposed Code/Rationale:

**Definition.** An Accessory dwelling Unit (ADU) is a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other middle housing unit. An ADU can be a detached structure or an attached part of a structure that is subordinate and incidental to the main or primary dwelling unit. ADUs provide complete independent living facilities for one or more persons and that includes provisions for living, sleeping, eating, cooking, and sanitation.

**General.** Accessory dwelling units must meet all of the standards of the underlying zone in which the property is located. Additionally, accessory dwelling units shall be included in the calculation for allowable units per lot. Example: If 4 units is the maximum total number of units allowed on a given lot and a triplex has been developed, one (1) ADU may be added to the lot.

**Impact fees.** All ADUs are subject to adopted impact fees. Refer to the adopted Development and Engineering Services Fee Schedule. Transportation impact fees assessed on Accessory Dwelling Units shall be subject to the limitation contained in RCW 36.70A.681(1)(a).

*HB 1337 states that impact fees may not exceed 50% of the impact fees imposed on the principal unit. Currently, all ADUs in Des Moines are subject to traffic impact fees, and while the impact fee cost is not the same as the principal unit's, it is greater than 50% of the traffic impact fees imposed on the principal unit.*

**Number and configuration.** A single-family residential unit or middle housing unit may have up to three ADUs per lot in the following configurations: attached ADUs, detached ADUs, or a combination of attached and/or detached ADUs.

*HB 1337 permits up to two ADUs in any configuration per residential lot that allows for single-family homes. Des Moines currently allows a single-family residence and one ADU per residential lot.*

**Size.** The ADU must not be less than 350 square feet of gross floor area and shall not exceed 1,200 square feet of gross floor area.

*HB 1337 states that a city may not establish a maximum gross floor area requirement for ADUs that is less than 1,000 sq. ft. of gross floor area.*

**Design standards.** The ADU shall be consistent and complimentary with the architectural style, materials, and color(s) of the primary residence.

*The new legislation asserts that a city may not impose setback requirements, yard coverage limits, tree retention mandates, restrictions on entry door locations, aesthetic requirements, or design review requirements for accessory dwelling units that are more restrictive than those for principal units.*

**Location.** An ADU may be sited at a lot line if the lot line abuts a public alley, unless the city routinely plows snow on the public alley, but all other setbacks of the underlying zone apply.

*HB 1337 permits detached ADUs to be sited at a lot line if the lot line abuts a public alley unless the city routinely plows snow on that public alley.*

**Conversions.** An ADU may be converted from legal nonconforming\* structures, including but not limited to detached garages, even if they violate current code requirements for setbacks and lot coverage for the underlying zone.

*The new bill states that cities must allow ADUs to be converted from existing structures, including but not limited to detached garages, even if they violate current code requirements for setbacks or lot coverage.*

**Separate sale.** An ADU may be sold or otherwise conveyed separately as a condominium unit independently from the primary unit.

*HB 1337 cities may not prohibit the sale or other conveyance of a condominium unit independently of a principal unit simply on the basis the structure has been permitted as an ADU.*

**Parking.** Des Moines currently requires one off-street parking stall in addition to the two parking stalls required for single-family homes. Under HB 1337, Des Moines may retain that requirement; however, the city must comply with the additional parking regulation that eliminates off-street parking for ADUs within one-half mile walking distance of a major transit stop. Based on Council direction parking will not be required for ADUs as no parking will be required for residences under 1,200 square feet in compliance with SB 5184.

#### Alternatives

State law (RCWs 36.70A.680 and 36.70A.681) requires all local governments planning under the Growth

Management Act (GMA), regardless of population, to revise their regulations as needed to conform, within six months after their periodic update due date, to conform with current requirements. If a city or county does not amend its rules to be consistent with the law, the statute will "supersede, preempt and invalidate any conflicting local development regulations." RCW 36.70A.680(1)(b), RCW 36.70A.697(2)

**Financial Impact**

Unknown.

**Recommendation**

I move that the City Council approve Ordinance 25-056 relating to the land use, updating regulations related to accessory dwelling units at its first and final reading.

**CITY ATTORNEY'S DRAFT 05/28/2025**

**DRAFT ORDINANCE NO. 25-056**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the land use, updating regulations related to accessory dwelling units, and amending DMMC 18.52.010A, 18.55.140, and 12.40.120.

**WHEREAS**, The City of Des Moines is an incorporated city within a fully planning jurisdiction under the Growth Management Act (GMA), per RCW 36.70A.040, and

**WHEREAS**, the City of Des Moines is subject to the provisions of Engrossed House Bill ("EHB") 1337 as a fully planning jurisdiction, and

**WHEREAS**, the City has identified sections of the Des Moines Municipal Code (DMMC) that require updates to be compliant with EHB 1337, and

**WHEREAS**, On April 10, 2025, the City submitted the proposed amendment to the Washington State Department of Commerce for its expedited 30-day review and received documentation of completion of the procedural requirement (Submittal ID 2025-S-8271), and

**WHEREAS**, the changes proposed by this ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the appropriate comment has expired and is not subject to legal challenge under chapter 43.21C RCW, and

**WHEREAS**, the Des Moines City Council held a duly noticed public hearing on June 12, 2025, and

**WHEREAS**, based on the careful consideration of the facts and law, the City Council finds that the proposed amendments attached and incorporated herein should be approved as presented; now therefore,

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

**Sec. 1.** DMMC 18.01.050 and section 5 of Ordinance No. 1591 as amended by section 1 of Ordinance No. 1628 as amended by section 1 of Ordinance No. 1655 as amended by section 3 of

Ordinance No. 1661 as amended by section 3 of Ordinance No. 1669 as amended by section 15 of Ordinance No. 1671 as amended by section 1 of Ordinance No. 1697 as amended by section 3 of Ordinance No. 1714 as amended by section 2 of Ordinance No. 1719 as amended by section 1 of Ordinance No. 1737 as amended by section 1 of Ordinance No. 1750 are each amended to read as follows:

**Definitions.**

As used in this Title, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

...

"Accessory dwelling unit (ADU)" means a dwelling unit located on the same lot as a single-family housing unit, duplex, triplex, townhome, or other middle housing unit. An ADU can be a detached structure or an attached part of a structure that is subordinate and incidental to the main or primary dwelling unit. ADUs provide complete independent living facilities exclusive for one single housekeeping unit, including or more persons and that includes provisions for living, sleeping, eating, cooking, and sanitation. References to "accessory living quarters" or "ALQs" throughout the DMMC shall mean "accessory dwelling units" or "ADUs" and may be used interchangeably.

...

"Zone" means an area accurately defined as to boundaries and location on an official map and within which area only certain types of land uses are permitted, and within which other types of land uses are excluded, as set forth in this Title.

**Sec. 2.** DMMC 18.52.010A, and those parts of the Residential Use Chart and Limitation 1, and section 132 of Ordinance No. 1591 as amended by section 7 of Ordinance No. 1655 as amended by section 2 of Ordinance No. 1697 as amended by section 8 of Ordinance No. 1737 as amended by section 2 of Ordinance No. 1750 as amended by section 5 of Ordinance No. 1775 are each amended as follows:

**Residential Use Chart.**

Use is: P: Permitted	SFR	RA- 3600	RM- 2400	RM- 1800	RM- 900	RM- 900A	RM- 900B	R-SE	R- SR> 3500 0	R- SR< 3500 0	PR-R
P/L: Permitted but with special limitations											
CUP: Conditiona l use review required											
UUP: Unclassifi ed use review required											
Accessory buildings and uses	P/L [1]	P/L[ 1]	P/L[ 1]	P/L[ 1][16 1]	P/L [1][1 6]	P	P	P/L[ 1][27 1]	P/L[ 1][27 1]	P/L[ 1]	P
<u>Accessory dwelling units</u>	<u>P/L</u> [52]	<u>P/L</u> [52]	<u>P/L[</u> 52]	<u>P/L</u> [52]	<u>P/L</u> [52]	<u>P/L</u> [52]		<u>P/L</u> [52]	<u>P/L</u> [52]	<u>P/L</u> [52]	
...											

1. Accessory Buildings and Uses. This regulation applies to all parts of Table 18.52.010A that have a [1].

Accessory buildings and uses including, but not limited to, the following:

(a) ~~Accessory dwelling units (ADUs);~~

~~(b) Private garages designed to accommodate not more than four cars;~~

(eb) Lodgers limited to two;

(~~dc~~) Private docks and mooring facilities and a private boathouse or hangar for the sole use of occupants of the premises to accommodate private noncommercial pleasure craft. Boathouses, hangars, docks and moorings shall be accessory to the primary use on the property to which they are contiguous, provided:

(i) No part of the boathouse or hangar shall extend more than 16 feet above the mean high water level;

(ii) A structure shall not be located closer to a property side line, or property side line extended, than the width of the required side yard on the lot to which such facilities are accessory;

(iii) The total area of covered moorages, boathouses, or hangars shall not exceed 1,000 square feet;

(iv) Covered structures shall abut upon the natural shoreline;

(v) Such structure shall not have a width greater than 50 percent of the width of the lot at the natural shoreline upon which it is located; and

(vi) A boat using such moorage shall not be used as a place of residence when so moored.

(~~ed~~) Foster family day care home;

(~~fe~~) Greenhouses, private and noncommercial, for propagation and culture only and no sales from the premises are permitted;

(~~gf~~) One antenna system that exceeds the maximum building height specified for the Residential Zone and which:

(i) Does not exceed 15 feet in height above the building height limitation specified for the zone;

(ii) Is set back the greater of the applicable building setback for the zone where located, or the vertical height of the antenna system measured from the center point of the base of the mast horizontally to the nearest property line;

(iii) Has a maximum horizontal cross-sectional area for that part of the mast that is above the building height limitation for the zone such that an imaginary four-inch diameter circle would encompass all points of the horizontal cross-section;

(iv) Has a maximum allowable three-dimensional space intrusion of 1,200 cubic feet for single ground plane antennas with a single driven element, and 200 cubic feet for beams, quads, and other multi-element antennas; except these limitations on three-dimensional space intrusion are not applicable to single long-wire antennas, single whip antennas, and single coaxial antennas. In this subsection, "three-dimensional space intrusion" means the space within an imaginary rectangular prism that contains all extremities of an antenna;

(v) Does not encroach into the front, side, or rear setbacks required for the zone. A guy wire and anchor point for an antenna system is prohibited in the required front yard or within three feet of the side or rear property lines; except if an alley abuts a rear property line, a guy wire and anchor point may extend to the rear property line; and

(vi) A variation from the above limitations not to exceed 10 percent may be granted by the Department of Planning, Building and Public Works; such variation shall be granted when it will not significantly increase the hazard factor, the aesthetic impact, or the economic consequences of such antenna systems.

(hg) Swimming pools and other recreational facilities for the sole use of occupants of premises and their guests.

...

52. Accessory Dwelling Units. This regulation applies to all parts of Table 18.52.010A that have a [52].

Additional requirements for Accessory Dwelling Units per DMMC 18.55.140.

**Sec. 3.** DMMC 18.55.140 and section 147 of Ordinance No. 1591 are each repealed, and the following is substituted:

**Accessory Dwelling Units (ADU).**

General. Accessory dwelling units must meet all of the standards of the underlying zone in which the property is located. Additionally, accessory dwelling units shall be included in the calculation for allowable units per lot. Example: If 4 units is the maximum total number of units allowed on a given lot and a triplex has been developed, one (1) ADU may be added to the lot.

(1) Impact fees. All ADUs are subject to adopted impact fees. Refer to the adopted Development and Engineering Services Fee Schedule.

(2) Number and configuration. A single-family residential unit or middle housing unit may have up to three ADUs per lot in the following configurations: attached ADUs, detached ADUs, or a combination of attached and/or detached ADUs.

(3) Design Standards. The ADU shall be consistent and complimentary with the architectural style, materials, and color(s) of the primary residence.

(4) Size. The ADU must not be less than 350 square feet of gross floor area and shall not exceed 1,200 square feet of gross floor area.

(5) Location. An ADU may be sited at a lot line if the lot line abuts a public alley, unless the city routinely plows snow on the public alley, but all other setbacks of the underlying zone apply.

(6) Conversions. An ADU may be converted from legal and legal nonconforming structures existing on the effective date of this ordinance, including but not limited to detached garages, even if they violate current code requirements for setbacks and lot coverage for the underlying zone.

(7) Separate sale. An ADU may be sold or otherwise conveyed separately as a condominium unit independently from the primary unit.

(8) Required permits. A property owner shall apply for both a land use permit and a building permit for necessary remodeling or construction. If the ADU is to be a rental, the property owner shall also apply for and obtain a City of Des Moines business license prior to renting out the unit.

**Sec. 4.** DMMC 12.40.120 and section 125 of Ordinance No. 1578 as amended by section 3 of Ordinance no. 1816 are each amended to read as follows:

**Exemptions.**

(1) Except as provided for below, the following shall be exempted from the payment of transportation impact fees:

(a) Alteration or replacement of an existing structure that does not expand the usable space, add any residential units or generate any additional p.m. peak trips.

(b) Miscellaneous improvements which do not generate increased p.m. peak trips, including, but not limited to, fences, decks, walls, residential swimming pools, and signs.

(c) Demolition or moving of a structure when additional p.m. peak hour trips are not generated.

(d) A change of use that does not generate one or more p.m. peak hour trips.

(2) Early learning facilities shall be exempted from paying fifty percent (50%) of the transportation impact fees imposed under this chapter.

(3) Transportation impact fees assessed on Accessory Dwelling Units shall be subject to the limitation contained in RCW 36.70A.681(1) (a).

~~(3)~~ The ~~Planning, Building and~~ Public Works Director shall be authorized to determine whether a particular development activity falls within an exemption identified in this section or under other applicable law. Determinations of the ~~Planning, Building and~~ Public Works Director shall be in writing and shall be subject to the appeals procedures set forth in DMMC 12.40.160.

**Sec. 5. 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. 6. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_ day of \_\_\_\_\_, 2025 and signed in authentication thereof this \_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

Ordinance No. 25-056  
Page 9 of 9

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Published: \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Middle Housing

FOR AGENDA OF: June 12, 2025

ATTACHMENTS:

- 1. Draft Ordinance No. 25-057

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 30, 2025

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development 
- Courts \_\_\_\_\_
- Finance \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal /s/TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to consider the proposed Middle Housing draft Ordinance No 25-057.

**Suggested Motion**

**Motion: "I move to approve draft Ordinance 25-057 relating to zoning and the regulation of middle housing."**

**Background**

The 2023 Washington State legislative session passed several housing and land use bills, including House Bill (HB) E2SHB 1110 related to Middle Housing, and ESHB 2321 in 2024 which modified middle housing requirements in HB 1110. HB 1110 aims to create more homes for Washington by increasing middle housing in areas traditionally dedicated to single-family detached housing. State law requires all local governments in Washington State planning under the Growth Management Act to update their regulations to comply with HB 1110 by June 30, 2025.

Middle housing is defined as buildings that are compatible in scale, form, and character with single-family houses and contain two or more dwelling units. Middle housing types can include duplexes, townhouses, cottage housing, and others. Depending on the proximity to transit, between two and four housing units per lot would be allowed, provided development standards such as yard setbacks and lot coverage are met.

City staff conducted a review of Des Moines' existing regulations to ensure compliance with HB 1110 and the Washington State Department of Commerce's Guidance for Middle Housing in Washington State. As a result of the review, proposed code amendments address affected zoning districts, middle housing types allowed, permitted unit density in coordination with accessory dwelling units, affordable housing provisions, requirements for multi-family recreation areas, design standards, and infrastructure standards.

#### ***May 1, 2025 Committee of the Whole Meeting***

Staff presented proposed amendments to the City of Des Moines' Development Regulations to align with recent Middle Housing legislation, including E2SHB 1110 (2023) and ESHB 2321 (2024), enacted by the Washington State Legislature. The discussion also addressed Accessory Dwelling Units (ADUs), given their relevance to both HB 1337 and HB 1110. The Committee recommended setting the maximum size of ADUs at 1,200sq. ft., allowing up to three ADUs per residential lot, and removing the parking requirement for ADUs in accordance with ESSB 5184 (2025) which will not require parking for structures under 1,200 sq. ft. Given the breadth of the information, the committee opted to continue the discussion in a follow up meeting.

#### ***May 8, 2025 Council Meeting***

Staff presented proposed amendments to Title 18 Des Moines Municipal Code (DMMC) to align with recent Middle Housing and parking legislation as well as feedback from the May 1 committee meeting. The continued Council discussion primarily focused on unit sizes for ADUs and cottage housing, the number and configuration of dwelling units for middle housing and ADUs (overall unit density), and parking. Council recommended unit sizes of 350 – 1,200 sq. ft. for ADUs and 800 – 1,600 sq. ft. for cottage housing (a type of Middle Housing), allowing overall unit density of up to four units per lot or 24 dwelling units/acre, and incorporating the minimum residential parking requirements of SB 5184.

#### **Discussion**

Tonight's discussion will focus on proposed amendments to DMMC 18.01.050 Definitions, DMMC 18.52.010A Residential Use Chart and Limitations, DMMC 18.210.090(15) Loading Areas and Off-Street Parking, DMMC 18.235.020 Design Review, as well as adding a new chapter entitled 'Middle Housing Provisions and Chapters' (Attachment 1).

#### **Framework**

In accordance with RCW 36.70A.635(1), as a Tier 2 city with a population between 25,000 and 75,000, the development regulations for zoning districts in Des Moines which are predominantly for residential use must be adjusted to permit the following:

- The development of at least two units per lot on all lots,
- The development of at least four units per lot in cases where a lot is within one-quarter mile walking distance of a major transit stop, and
- The development of at least four units per lot in cases where at least one unit is affordable housing. Provided, that these standards do not apply after subdivision below 1,000 square feet. In all cases the number of units per lot applies unless zoning permitting higher densities or intensities applies and cities are not required to allow accessory dwelling units or middle housing types beyond the density requirements.

**Proposed Code/Rationale:**

**Zoning Districts.** HB 1110 applies to zones predominantly for residential use, excluding portions designated as environmentally critical areas or lots created through the splitting of a single residential lot. The zoning districts include:

- R-SE: Suburban Estate Zone;
- R-SR: Suburban Residential Zone;
- Single Family Residential (SFR) Zones designated as: RS-15,000; RS-9,600; RS-8,400; RS-7,200 and RS-4,000;
- RA-3600: Attached Townhouse and Duplex 3,600 Zone; and
- RM-2400: Multifamily 2,400 Zone.

Those excluded are RM-1,800, RM-900 and RM-900A as these zones already allow development to meet or exceed densities required by HB 1110 and/or already allow for a variety of housing types.

**Middle Housing Types.** As a Tier 2 city, Des Moines must accommodate at least six of the nine middle housing types described in HB 1110. Based upon input from the public and City Council and subject to allowed density, the following middle housing uses are permitted by right in the zoning districts above:

- Duplexes – units may be stacked or side-by-side;
- Triplexes;
- Fourplexes;
- Townhouses;
- Stacked flats; and
- Cottage housing.

Those not selected are fiveplexes, sixplexes and courtyard apartments as these would exceed the maximum density in most areas.

**Unit Density and Configuration.** HB 1110 requires the following minimum unit density on all lots regardless of lot size (greater than 1,000 square feet), unless zoning permits higher densities:

- Two units per lot on all lots;
- Four units per lot in cases where a lot is within one-quarter mile walking distance of a major transit stop (as defined by HB 1110); or
- Four units per lot in cases where at least one unit is affordable housing as defined and conditioned in HB 1110.

As recommended, Accessory Dwelling Units would count toward the allowed unit density, with a maximum of three. Overall unit density of up to four units per lot or 24 dwelling units/acre would be permitted on all lots, regardless of proximity to transit or affordable housing for the simplicity and equity of implementation by staff and the public.

**Multifamily Recreation Areas.** Chapter 18.155 DMMC Multifamily Recreation Areas will apply to middle housing developments with four units or more, provided that requirements for preadolescent play space improvements shall not apply to middle housing and the chapter would not apply to cottage housing which has its own common space requirements.

**Design Standards.** Administrative design review standards may be applied to middle housing in order to promote compatibility with other residential uses. These include de-emphasizing the visual impact of garages and driveways from the street, providing pedestrian routes between buildings and street, and HB 1110 requirements for cottage housing standards. Proposed new cottage housing sizes would be from 800 sq. ft. minimum to 1,600 sq. ft. maximum. Middle Housing would be subject to the same dimensional standards, including yard setbacks and lot coverage, as single family residential.

**Infrastructure.** Des Moines currently requires a minimum of two off-street parking stalls for single-family homes. Under HB 1110, no off-street parking shall be required for Middle Housing within one-half mile walking distance of a major transit stop. A maximum of one off-street stall per unit may be required on lots smaller than 6,000 square feet and two stalls per unit for lots greater than 6,000 square feet. These provisions would not be required to apply to lots within a one-mile radius of Sea-Tac Airport. However, recent legislation (SB 5184) further limits the City's ability to regulate parking. The Bill states that the City may not require any parking minimums for residences under 1,200 square feet and no more than one space per single family residence. Additional standards for multi-family, mixed use and commercial uses are also included in the bill. The City is required to implement these parking requirements within three years. Council recommendation is to incorporate the residential (single family, middle housing, and ADU) off-street parking stall minimums at this time.

#### **Alternatives**

State law (RCW 36.70A.635(1)) requires Tier 2 cities to revise their regulations as needed to conform, within six months after their periodic update due date, to conform with current middle housing requirements. If a city or county does not amend its rules to be consistent with the law, Commerce's model ordinance "supersedes, preempts and invalidates local development regulations." RCW 36.70A.636(2)(b)

#### **Financial Impact**

Unknown.

#### **Recommendation**

I move that the City Council approve Ordinance 25-057 relating to zoning and the regulation of middle housing at its first and final reading.

**CITY ATTORNEY'S FIRST DRAFT 05/28/2025**

**DRAFT ORDINANCE NO. 25-057**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to zoning and the regulation of middle housing, amending DMMC 18.01.050, 18.52.010A, 18.210.090, 18.235.020, and 18.235.100, and adding and codifying a new DMMC Chapter 18.57 entitled "Middle Housing Provisions and Standards".

**WHEREAS**, in 2023, the Washington State Legislature passed Engrossed Second Substitute House Bill 1110 (E2SHB 1110), as codified in chapters 36.70A, 64.32, 64.34, 64.38, and 64.90 RCW, which requires cities like Des Moines to increase development of middle housing in areas traditionally dedicated to single-family detached housing in order to create more homes for Washington, and

**WHEREAS**, in passing E2SHB 1110 (Chapter 332, Laws of 2023) the State legislature found that Washington is facing an unprecedented housing crisis for its current population and a lack of housing choices, and is not likely to meet affordability goal for future populations, and

**WHEREAS**, E2SHB 1110 became effective on July 23, 2023, and requires cities to regulate middle housing consistent with E2SHB 1110 six months after the next periodic comprehensive plan update required under RCW 36.70A.130, which is June 30, 2025, and

**WHEREAS**, Des Moines is a Tier 2 City, as defined in RCW 36.70A.635, which means a city with a population of at least 25,000 but less than 75,000 based on 2020 Washington State Office of Financial Management population estimates, and

**WHEREAS**, in November 2023, The Washington State Department of Commerce awarded \$75,000 in grant funding to the City of Des Moines supporting updates to its zoning codes to allow more middle housing in residential neighborhoods, and

**WHEREAS**, in December 2023, the City Council authorized the City Manager to sign the Middle Housing Grant Agreement (Contract No. 24-63326-113) between the City of Des Moines and the Washington State Department of Commerce, and

**WHEREAS**, in 2024, the Washington State Legislature passed Engrossed Substitute House Bill 2321 (ESHB 2321), as codified in

chapters 36.70A, 64.32, 64.34, 64.38, and 64.90 RCW, which modifies middle housing requirements and the definition of transit stops found in ESSHB 1110, and

**WHEREAS**, the City of Des Moines Zoning Code currently does not define all required types of middle housing as distinct land uses, and

**WHEREAS**, the City of Des Moines Zoning Code currently does not meet required minimum density requirements for all lots in predominately residential zones, and

**WHEREAS**, nothing in this ordinance prohibits the city from requiring any development, including middle housing development, to provide affordable housing, either on-site or through an in-lieu payment, nor limit the city's ability to expand or modify the requirements of an existing affordable housing program enacted under RCW 36.70A.540, and

**WHEREAS**, nothing in this ordinance requires the issuance of a building permit if other federal, state, and local requirements for a building permit are not met, and

**WHEREAS**, nothing in this ordinance affects or modifies the responsibilities of the city to plan for or provide "urban governmental services" as defined in RCW 36.70A.030, and

**WHEREAS**, the city shall not approve a building permit for middle housing without compliance with the adequate water supply requirements of RCW 19.27.097, and

**WHEREAS**, the city shall not require through development regulations any standards for middle housing that are more restrictive than those required for detached single-family residences, but may apply any objective development regulations that are required for detached single-family residences, including, but not limited to, set-back, lot coverage, stormwater, clearing, and tree canopy and retention requirements, and

**WHEREAS**, the same development permit and environmental review processes shall apply to middle housing that apply to detached single-family residences, unless otherwise required by

state law, including, but not limited to, shoreline regulations under chapter 90.58 RCW, building codes under chapter 19.27 RCW, energy codes under chapter 19.27A RCW, or electrical codes under chapter 19.28 RCW, and

**WHEREAS**, many Goals, Policies and Implementation Strategies set out in the Comprehensive Plan support the adoption of Middle Housing regulations including:

- *Goal HOU 4* directs the City to encourage, through innovative land use and well-crafted regulations, an appropriate mix of housing choices, and
- *Policy HOU 1.1* directs the City to provide, through land use regulation, an appropriate mix of housing types to accommodate Des Moines' projected share of population growth, and
- *Policy HOU 4.1* directs the City to promote consistency with its Land Use Element's residential policies that focus on density, population, housing mix, and siting criteria, and
- *Policy HOU 4.4* directs the City to provide guidelines that encourage flexibility in housing types and ensure compatibility of surrounding neighborhoods, and
- *Implementation Strategy HOU 1.1.2* directs the City to promote, where appropriate, other "middle housing" types, as alternative means of accommodating residential growth and provide affordable housing options, and

**WHEREAS**, as a Tier 2 city the city is required to accommodate at least six of the following nine middle housing types in zones which predominately allow residential use: duplexes, triplexes, fourplexes, fiveplexes, sixplexes, townhouses, stacked flats, courtyard apartments, and cottage housing; and the following six middle housing types are found to be the most appropriate to fulfill the requirements in Des Moines: duplexes, triplexes, fourplexes, townhouses, stacked flats, and cottage housing, and

**WHEREAS**, public engagement and participation was gathered in many different ways including meetings with stakeholders and community members, development and maintenance of a project website, and a survey, and

**WHEREAS**, on June 8, 2023 the City Council adopted a Housing Action Plan (HAP) which identified that allowing Middle Housing was one way that interviewed stakeholders identified that options could be broadened to meet housing needs in the community, and adoption of this ordinance aligns with Strategy 3 as set out in the HAP to "Amend the development code to support housing options;", and

**WHEREAS**, the Council finds that the following zoning districts are zones designated predominately for residential use and allow single family residential homes in Des Moines and are therefore subject to E2SHB 1110 and ESHB 2321:

R-SE: Suburban Estate zone

R-SR: Suburban Residential zone

Single Family zones designated as: RS-15,000, RS-9,600, RS-8,400, RS-7,200, RS-4,000

RA-3600: Attached Townhouse and Duplex 3,600 zone

RM-2400: Multifamily 2,400 zone, and

**WHEREAS**, the Council finds that the following zoning districts are also zones designated predominately for residential use and which allow single family residential homes in Des Moines and are therefore subject to E2SHB 1110 and ESHB 2321, however, these zones already allow development to meet or exceed the densities required by the legislation, and additionally they already include a wide variety of housing types and therefore they are excluded from the middle housing provisions set out by this Ordinance:

RM-1800: Multifamily 1,800 zone;

RM-900: Multifamily 900 zone;

RM-900A: Multifamily zone, and

**WHEREAS**, the Council finds that the PR-R: Pacific Ridge Residential zone is designated for high-density uses, generally characterized with development regulations requiring a minimum building height of over 35 feet and in the zone single-family homes are not a permitted use, and therefore the zone is not appropriate for middle housing provisions set out by this Ordinance, and

**WHEREAS**, in accordance with RCW 36.70A.635(5) a city may count accessory dwelling units as dwelling units to achieve the unit density requirements in RCW 36.70A.635(1) and it is in the public interest to do so in Des Moines, and

**WHEREAS**, in accordance with RCW 36.70A.635(1), as a Tier 2 city the development regulations for zoning districts in Des Moines which are predominantly for residential use must be adjusted to permit the following: (a) The development of at least two units per lot on all lots, (b) The development of at least four units per lot in cases where a lot is within one-quarter mile walking distance of a major transit stop, and (c) the development of at least four units per lot in cases where at least one unit is affordable housing. Provided that these standards do not apply after subdivision below 1,000 square feet. In all cases the number of units per lot applies unless zoning permitting higher densities or intensities applies and cities are not required to allow accessory dwelling units or middle housing types beyond the density requirements, and

**WHEREAS**, in order to broadly accommodate Middle Housing in Des Moines and reduce the burden of incorporating intricate rules, the city will accommodate four units per lot regardless of the status of a lot in terms of proximity to a major transit spot or inclusion of an affordable housing unit, and

**WHEREAS**, the Title 18 DMMC sets out development standards for the various zoning districts subject to this ordinance which do not need to be modified, in order to ensure that middle housing options that are introduced maintain a "house-scale" width, depth and height configuration in order to blend into the existing neighborhoods where they are allowed, sustaining neighborhood character, and

**WHEREAS**, the City conducts design review as set out in chapter 18.235 DMMC and changes to that Chapter are necessary to set our requirements for the purposes of promoting the compatibility of middle housing with other residential uses including single family homes, to de-emphasize garages and driveways as major visual elements along streets, to provide clear and accessible pedestrian routes between buildings and streets, and to implement the definition of cottage housing, and

**WHEREAS**, the City Council Economic Development Committee directed City staff to prepare an ordinance addressing E2SHB 1110 and ESHB 2321 for City Council consideration, and

**WHEREAS**, during the course of developing the proposed ordinance, various means of public outreach were used including, but not limited to, public meetings, a middle housing webpage, presentations at various community groups, notification of public hearings, and

**WHEREAS**, the changes proposed by this ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the determination is exempt from SEPA appeal per RCW 36.70A.636 (3)(e), and

**WHEREAS**, the textual code amendments proposed in a draft of this ordinance were provided to the Department of Commerce as required by RCW 36.70A.106 on April 9th under item number 2025-S-8267 and expedited review was granted and no agency comments were received, and

**WHEREAS**, notice of the public hearing was provided on May 29, 2025 in accordance with the Des Moines Municipal Code, and

**WHEREAS**, a public hearing was held on June 12, 2025 where all persons wishing to be heard were heard, and

**WHEREAS**, the City Council finds that the Title 18 DMMC amendments contained in this Ordinance comply with the requirements of chapter 36.70A RCW and are appropriate and necessary to serve the general welfare of the public and

adoption of the ordinance will bring the City into compliance with RCW 36.70A.635; now therefore,

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

**Sec. 1.** DMMC 18.01.050 and section 5 of Ordinance No. 1591 as amended by section 1 of Ordinance No. 1628 as amended by section 1 of Ordinance No. 1655 as amended by section 3 of Ordinance No. 1661 as amended by section 3 of Ordinance No. 1669 as amended by section 15 of Ordinance No. 1671 as amended by section 1 of Ordinance No. 1697 as amended by section 3 of Ordinance No. 1714 as amended by section 2 of Ordinance No. 1719 as amended by section 1 of Ordinance No. 1737 as amended by section 1 of Ordinance No. 1750 are each amended add or amend the following definitions:

**Definitions.**

As used in this Title, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

...

"Administrative design review" means a development permit process where an application is reviewed, approved, or denied by the Director or the Director's designee based solely on objective design and development standards without a public predecision hearing, unless such review is otherwise required by state or federal law, or the structure is a designated historic property of local significance, King County landmark, or located within a historic district in accordance with chapter 18.215 DMMC.

...

"Cottage housing" means residential units on a lot with a common open space that either: (a) is owned in common; or (b) has units owned as condominium units with property owned in common and a minimum of 20 percent of the lot size as open space. Cottage housing is further defined as units having at least 800 square feet but no more than 1,600 square feet per unit.

...

"Courtyard apartments" means attached dwelling units arranged on two or three sides of a yard or court.

...

"Development regulations" or "regulation" means the controls placed on development or land use activities by the city, including, but not limited to, zoning codes, critical areas ordinances, shoreline master programs, official controls, planned unit development codes, subdivision codes, and binding site plan codes together with any amendments thereto.

"Duplex"—means a building designed exclusively for occupancy by two families living independently of each other, and containing two dwelling units. Duplexes may contain units that are not at ground level means a residential building comprised of two attached dwelling units. Duplexes may contain units that are not at ground level.

" Dwelling" means a building designed exclusively for residential purposes, including one-family, duplex, triplex, fourplex, fiveplex, sixplex, townhouse, stacked flats, courtyard apartments, cottage housing, and multiple dwellings, which is constructed in accordance with Title 14 DMMC, City Buildings and Construction Code, as presently constituted or as may be subsequently amended, but not including hotels or motel units having no kitchens.

" Dwelling unit"—means one or more rooms designed for or occupied by one family for living or sleeping purposes and containing kitchen facilities for use solely by one family. All rooms comprising a dwelling unit shall have access through an interior door to other parts of the dwelling unit. A bachelor apartment constitutes a dwelling unit within the meaning of this Title means a residential living unit that provides complete independent living facilities for one or more persons and that includes permanent provisions for living, sleeping, eating, cooking, and sanitation.

...

"Fiveplex" means a residential building with five attached dwelling units.

...

"Fourplex" means a residential building with four attached dwelling units.

...

"Major transit stop" means a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW, commuter rail stops, stops on rail or fixed guideway systems, and stops on bus rapid transit routes, including those stops that are under construction.

...

"Middle housing" means buildings that are compatible in scale, form, and character with single-family houses and contain two or more attached, stacked, or clustered homes including duplexes, triplexes, fourplexes, townhouses, stacked flats, courtyard apartments, and cottage housing as further described below. For the purposes of this Title and permitting within the City of Des Moines, fiveplexes and sixplexes are not included as Middle Housing.

...

"Multiple dwelling" or "Multiple family dwelling" means a building designed exclusively for occupancy by three or more families (or households) living independently of each other, and containing three or more dwelling units.

...

"Owner" means any person who has at least 50 percent ownership in a property on which an accessory dwelling unit is located.

"Parent lot" means a residential lot that is subdivided into unit lots through the unit lot subdivision process.

"Principal unit" means the single-family housing unit or other original housing unit located on the same lot as an accessory dwelling unit.

...

"Single-family zones" means those zones where single-family detached residences are the predominant land use.

"Sixplex" means a residential building with six attached dwelling units.

...

"Stacked flat" means dwelling units in a residential building of no more than three stories on a residential zoned lot in which each floor may be separately rented or owned.

...

"Townhouse dwelling" or "Townhouse" or "Townhome" means one dwelling unit on an internal lot within a townhouse development designed exclusively for occupancy by one family. A townhouse dwelling is located at an internal lot line and attached to one or more other townhouse dwellings. The first floor of a townhouse dwelling is at or near ground level. A townhouse dwelling occupies the building area from ground level to the roof with no townhouse dwelling located above or below another townhouse dwelling.

Townhouses- Middle Housing" means buildings that contain three or more attached single-family dwelling units that extend from foundation to roof and that have a yard or public way on not less than two sides.

...

"Triplex" means a residential building with three attached dwelling units.

"Unit lot" means a subdivided lot within a residential development as created from a parent lot and approved through the unit lot subdivision process.

"Unit lot subdivision" means a subdivision or short subdivision proposed as part of a residential development project that meets the development standards applicable to the parent lot at the time the application is vested, but which may result in development on one or more individual unit lots becoming nonconforming as to specified land use and development standards based on the analysis of the individual unit lot. By June 30, 2026, all unit lot subdivisions shall require notification to purchasers of their legal status as further described in RCW 58.17.060.

...

"Zone" means an area accurately defined as to boundaries and location on an official map and within which area only certain types of land uses are permitted, and within which other types of land uses are excluded, as set forth in this Title.

**Sec. 2.** DMMC 18.52.010A, and those parts of the Residential Use Chart, and section 132 of Ordinance No. 1591 as amended by section 7 of Ordinance No. 1655 as amended by section 2 of Ordinance No. 1697 as amended by section 8 of Ordinance No. 1737 as amended by section 2 of Ordinance No. 1750 as amended by section 5 of Ordinance No. 1775 are each amended as follows:

**Residential Use Chart.**

Use is:	SFR	RA-3600	RM-2400	RM-1800	RM-900	RM-900A	RM-900B	R-SE	R-SR>35000	R-SR<35000	PR-R
P: Permitted											
P/L: Permitted but with special limitations											
CUP: Conditional use review required											

<b>UUP: Unclassified use review required</b>											
...											
Duplexes		P/L <sub>+</sub> 53	P/L <sub>+</sub> 53	P/L <sub>+</sub> 53	P						P
...											
Multiple-family dwelling		P/L <sub>+</sub> 53	P	P	P	P					P
...											
Middle housing	P/L <sub>5</sub> 31	P/L <sub>1</sub> 53	P/L <sub>1</sub> 53					P/L <sub>1</sub> 53	P/L <sub>1</sub> 53	P/L <sub>1</sub> 53	
...											
Townhouses development		P/L <sub>+</sub> 53	P/L <sub>+</sub> 53	P/L <sub>1</sub> 15	P/L <sub>1</sub> 5						
...											

The paragraphs listed below contain specific limitations and correspond with the bracketed [ ] footnote numbers from Table 18.52.010A

...

53. Middle Housing. This regulation applies to all parts of Table 18.52.010A that have a [53].

Duplexes and cottage housing may be located in all residential zoning districts subject to the requirements of DMMC Chapter 18.57 and other related provisions of this Title. Townhouses, stacked flats, triplexes, and fourplexes are permitted in all RA- and RM- zoning districts subject to the requirements of DMMC Chapter 18.57 and other related provisions of this Title.

**NEW SECTION. Sec. 3. Title.** Chapter 18.57 shall be entitled "Middle Housing Provisions and Standards."

**NEW SECTION. Sec. 4. Authority.** This chapter is established to regulate the siting of middle housing.

**NEW SECTION. Sec. 5. Purpose.** This chapter implements the requirements of Engrossed Second Substitute House Bill 1110

and Engrossed Substitute House Bill 2321 codified in RCW 36.70A.030, 36.70A.280, 36.70A.635, 36.70A.636, 36.70A.367, 36.70A.638, 43.21C495, and 43.21C.450, 64.32, 64.34, and 64.38, and 64.90, by providing land use, development, design, and other standards for middle housing developed on all lots zoned predominantly for residential use.

**NEW SECTION. Sec. 6. Application.** This chapter applies to the following zoning districts which are zones predominately for residential use in Des Moines are therefore subject to E2SHB 1110 and ESHB 2321:

R-SE: SUBURBAN ESTATE ZONE;

R-SR: SUBURBAN RESIDENTIAL ZONE;

SINGLE FAMILY RESIDENTIAL (SFR) ZONES DESIGNATED AS: RS-15,000; RS-9,600; RS-8,400; RS-7,200; and RS-4,000;

RA-3600: ATTACHED TOWNHOUSE AND DUPLEX 3,600 ZONE;

RM-2400: MULTIFAMILY 2,400 ZONE; and

The provisions of this chapter do not apply to:

(1) Portions of a lot, parcel, or tract, designated with critical areas or their buffers as identified in chapter 16.10 DMMC (except that restrictions for critical aquifer recharge areas in section DMMC 16.10.260 are not included in this limitation).

(2) A lot that was created through the splitting of a single residential lot or via unit lot subdivision.

**NEW SECTION. Sec. 7. Middle Housing Types Allowed.** Subject to the requirements of RCW 36.70A.635(5), and limited by the Permitted Unit Density Allowed as set out by Section 8 of this ordinance, the following uses are permitted by-right:

(1) Duplexes - units may be stacked or side-by-side

(2) Triplexes

- (3) Fourplexes
- (4) Townhouses (also called townhomes)
- (5) Stacked flats; and
- (6) Cottage housing.

**NEW SECTION. Sec. 8. Permitted Unit Density Allowed.**

The permitted unit density (the number of dwelling units allowed on a lot, provided that the lot is equal to or greater than 1,000 square feet and is a "parent lot" and not a "unit lot" or lot created from "lot splitting") is the greater of four units per lot or 24 units per acre, unless the zoning yields a high unit count for the lot.

**NEW SECTION. Sec. 9. Accessory Dwelling Units - Calculation of Permitted Unit Density.**

(1) An Accessory Dwelling Unit (ADU) is considered a dwelling unit when calculating permitted unit density and determining the number of units allowed on a lot or as part of a development proposal. Example: If four units are allowed on a lot and a fourplex has been developed, no ADUs may be added.

(2) ADUs must be accessory to a single-family home or a middle housing unit. No more than three ADUs may be included on a single lot; provided, that this will apply to the "Parent Lot" in cases where unit lot subdivision has occurred).

(3) ADUs situated in a single-family residential zone (zones beginning with RS-) are additionally subject to the standards contained in DMMC 18.55.140.

**NEW SECTION. Sec. 10. Requirements for multifamily recreation areas.**

(1) Chapter 18.155 DMMC Multifamily Recreation Areas applies to developments that are established under the Middle Housing Provisions and Standards as set out by this chapter, when a multifamily building or complex is established having four or more units, provided that:

(a) The requirements of DMMC 18.155.060 Play space for preadolescent children do not apply for projects that are built under the middle housing provisions.

(b) chapter 18.155 DMMC does not apply to cottage housing, which instead has a specific common space requirement.

**NEW SECTION. Sec. 11. Design Standards for Middle Housing.**

(1) These design standards do not apply to the conversion of a structure to a middle housing type with up to four attached units, if the floor area of the structure does not increase more than 50 percent.

(2) The purpose of these standards is to promote compatibility of middle housing with other residential uses, including single-family houses; de-emphasize garages and driveways as major visual elements along the street; provide clear and accessible pedestrian routes between buildings and street; and implement the definitions of cottage housing provided by state law.

(3) The process used for reviewing compliance with middle housing design standards shall be administrative design review.

(4) Cottage housing standards.

(a) Open space. Open space shall be provided equal to a minimum 20 percent of the lot size. This may include common open space, private open space, setbacks, critical areas, and other open space.

(b) Common open space.

(i) At least one outdoor common open space is required.

(ii) Common open space shall be provided equal to a minimum of 300 square feet per cottage. Each common open space shall have a minimum dimension of 15 feet on any side.

(iii) Orientation. Common open space shall be bordered by cottages on at least two sides. At least half of cottage units in the development shall abut a common open space and have the primary entrance facing the common open space.

(iv) Parking areas and vehicular areas shall not qualify as common open space.

(v) Critical areas and their buffers, including steep slopes, shall not qualify as common open space.

(c) Entries. All cottages shall feature a roofed porch at least 60 square feet in size with a minimum dimension of five feet on any side facing the street and/or common open space.

(d) Community building. A cottage housing development shall contain no more than one community building and the community building shall have no more than 2,400 square feet of net floor area, excluding attached garages.

**NEW SECTION. Sec. 12. Access Standards for Middle Housing.**

(1) Pedestrian Access. A paved pedestrian connection at least three feet wide is required between each middle housing building and the sidewalk (or the street if there is no sidewalk). Driveways may be used to meet this requirement.

(2) Vehicle access, carports, garages, and driveways - for Middle Housing projects.

(a) For Lots abutting an improved alley that meets the city's standard for width, vehicular access shall be taken from the alley. Lots without access to an improved alley and taking vehicular access from a street shall meet the standards (b) (1) through (e) below:

(b) Garages, driveways, and off-street parking areas shall not be located between a building and a street, except when any of the following conditions are met:

(i) The combined width of all garages, driveways, and off-street parking areas does not exceed a total of 60 percent of the length of the street frontage property line. This standard applies to buildings and not individual units [See exhibit option a]; or

(ii) The garage, driveway, or off-street parking area is separated from the street property line by a dwelling [See exhibit option b]; or

(iii) The garage, driveway, or off-street parking is located more than 100 feet from a street [See exhibit option c].

(c) All detached garages and carports shall not protrude beyond the front building façade.

(d) The adopted "City of Des Moines Street Development Standards" (as amended) for driveway separation and access from collector streets and arterial streets shall apply.

**NEW SECTION. Sec. 13. Landscape Standards for Middle Housing.**

(1) Landscaping and tree standards. Development regulations for landscaping and tree standards for middle housing shall be equally or less restrictive than those required for detached single-family residences.

**NEW SECTION. Sec. 14. Infrastructure Standards for Middle Housing.**

(1) Transportation, lot access and road standards. The adopted "City of Des Moines Street Development Standards" (as

amended) apply to Middle Housing, provided that regulations for driveways, frontage improvements, alley improvements, and other transportation public works and engineering standards which are more restrictive for middle housing than for detached single-family residences shall only apply where life-safety provisions are involved.

(2) This section is not intended to limit the applicability of the adopted International Fire Code and the adopted "City of Des Moines Street Development Standards" (as amended).

**Sec. 15.** DMMC 18.210.090 and section 513 of Ordinance No. 1591, as amended by Section 16 of Ordinance No 1601, as amended by section 12 of Ordinance No 1618-A, as amended by section 19 of Ordinance No 1655 as amended by section 5 of Ordinance No. 1656, as amended by Section 9 of Ordinance No. 1750 shall be amended as follows:

**Required number of off-street parking spaces.**

The minimum number of off-street parking spaces required of each use shall be provided as follows:

...

(15) Residences.

(a) Parking standards for Residences. The following apply to parking that is provided for residences exclusively, and the standards replace other provisions as set out in this chapter. For the purposes of this section, the interior habitable area of a dwelling unit including basements and attics but not including a garage or accessory structure is used to calculate the unit size.

(i) No off-street parking shall be required for any dwelling unit with 1,200 or fewer square feet.

(ii) One off-street parking space is required for every traditional housing unit and middle housing unit on a lot, when the units are larger

than 1,200 square feet. However, this requirement does not apply to middle housing units located within one-half mile walking distance of a major transit stop, which are not required to have off-street parking spaces.

(iii) Parking spaces provided pursuant to this section may be tandem parking spaces, and the spaces can be enclosed (such as under a carport or within a garage) or unenclosed.

(iv) Parking spaces must be a minimum of eight feet by twenty feet in size, unless a smaller size is allowed in accordance with DMMC 18.210.100(b)

(b) Single-family: ~~two~~one parking spaces per dwelling unit except that no off-street parking spaces are required for residences under 1,200 square feet.

(~~b~~c) Duplex and townhouse: ~~two~~one parking spaces per dwelling unit except that no off-street parking spaces are required for residences under 1,200 square feet, and one parking space for every five dwellings for use as visitor parking. A minimum of one visitor parking space shall be provided.

(~~e~~d) Multifamily.

(i) Two parking spaces per dwelling.

(ii) One guest parking space shall be provided per each 10 dwellings.

(iii) For one-bedroom dwellings within the PR Zone: one and one-half parking spaces per dwelling.

(~~d~~e) Retirement apartments: one parking space per dwelling unit, except that the plan shall show two parking spaces, spaces not initially installed. The additional parking spaces plus required landscaping shall be

installed at such time that the structure is not used for retirement apartment purposes.

(~~ef~~) Rooming and lodging houses: one space per occupant.

(~~fg~~) Children's institutions, homes for the retired (group homes): one space for each five employees plus one for each four beds.

(~~hg~~) Mixed Use.

(i) Except as provided below, two parking spaces per dwelling.

(ii) For one-bedroom dwellings within the PR Zone: one and one-half parking spaces per dwelling.

(iii) On-site parking for nonresidential areas shall be provided based upon the ratio specified by this section.

(iv) Multifamily (As Part of a Mixed Use Development) in the T-C Zone.

(A) For a studio dwelling: one parking space.

(B) For one-bedroom dwellings: one parking space.

(C) For two-bedroom or more dwellings: 1.75 parking spaces.

(D) One guest parking space shall be provided per each 10 dwellings.

(~~hi~~) Accessory dwelling units: ~~one parking space~~none.

(±j) Emergency Housing and Emergency Shelter. One parking space for each two employees plus one space for each four beds.

(±k) Permanent Supportive Housing and Temporary Housing. One parking space for each two employees plus one parking space for each dwelling unit in all residential zones, and one-half parking space for each dwelling unit in the C-C, D-C, H-C, I-C, N-C, PR-C, PR-R, T-C and W-C Zones.

(l) Community building for a cottage housing development: none.

...

**Sec. 16.** Section DMMC 18.235.020 and section 569 of Ordinance No. 1591 shall each be amended to read as follows:

**Application.**

(1) Except as provided below, no building permit shall be issued by the City for any regulated improvement except upon prior approval of the Planning, Building and Public Works Department and no significant changes, as defined in chapter 1 of the International Building Code ("IBC"), shall be made in or to an architectural feature of any regulated improvement without the prior approval of the Planning, Building and Public Works Department. Deviation from a plan approved by the Planning, Building and Public Works Department shall be permitted only after the filing and approval of an amended plan.

(2) The following development projects or changes shall be exempt from design review:

(a) Re-striping and other minor changes to parking lots that do not result in changes to landscaping, a reconfiguration of the lot or the creation of five or more new parking spaces.

(b) Fences that do not require a separate development permit.

(c) Underground utilities are not included as development subject to design review.

(d) Right-of-way improvements not associated with development subject to design review.

(e) Landscaping alterations shall not be subject to design review.

(f) Storm water facilities located within street rights-of-way or regional storm water facilities shall not be subject to design review.

(g) Expansion or remodeling work of any building which is equal to or less than five percent of the building's existing floor area, or overall size in cases where the overall floor area is not applicable due to replacement remodeling where significant changes to the building are made without changing the floor area.

(h) Any improvement to multifamily, commercial or institutional structures not open to exterior view.

(3) The Planning, Building and Public Works Department may require a bond to the City in an amount reasonable to secure the installation of landscaping, screens, exterior lighting, walkways, and other similar site improvements.

(4) The standards outlined in this chapter apply to all middle housing types. Specific standards for cottage housing and courtyard apartments shall only apply to those types of housing.

(5) These design standards do not apply to the conversion of a structure to a middle housing type with up to four attached units, if the floor area of the structure does not increase more than 50 percent.

**Sec. 17.** Nothing in this ordinance prohibits the city from permitting detached single-family residences in accordance with RCW 36.70A.635(A).

**Sec. 18. Codification.** Sections 3 through 12 of this Ordinance shall be codified as a new DMMC chapter 18.57.

**Sec. 19. 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. 20. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2025 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Published: \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Airport Advisory Committee  
Establishment and Appointments

FOR AGENDA OF: June 12, 2025

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

- 1. Resolution No. 25-034
- 2. Jeffrey Bogen
- 3. Barton DeLacy
- 4. Todd Downing
- 5. Steve Reagin

DATE SUBMITTED: May 28, 2025

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development 
- Courts \_\_\_\_\_
- Finance \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal /s/TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider Resolution 25-034 establishing an ad-hoc committee to address issues related to Sea-Tac Airport, appointment of the current StART representative and four applicants to the City of Des Moines Airport Committee.

**Suggested Motion**

**Motion 1:** “I move approve Draft Resolution 25-034 establishing an ad-hoc committee to address issues related to Sea-Tac Airport.”

**Motion 2:** “I move to appoint Joe Dusenbury to an open position on the Des Moines Airport Advisory Committee, effective immediately and expiring on December 31, 2027.”

**Motion 3:** “I move to confirm the Mayoral appointment of Jeffrey Bogen to an open position on the Des Moines Airport Advisory Committee, effective immediately and expiring on December 31, 2027.”

**Motion 4:** “I move to confirm the Mayoral appointment of Barton DeLacy to an open position on the Des Moines Airport Advisory Committee, effective immediately and expiring on December 31, 2027.”

**Motion 5:** “I move to confirm the Mayoral appointment of Todd Downing to an open position on the Des Moines Airport Advisory Committee, effective immediately and expiring on December 31, 2027.”

**Motion 6:** “I move to confirm the Mayoral appointment of Steve Reagin to an open position on the Des Moines Airport Advisory Committee, effective immediately and expiring on December 31, 2027.”

### **Background**

The City Council approved at the February 6, 2025 meeting to establish an Airport Committee. The Committee will provide recommendations to the City Council regarding airport-related issues. This Committee will be tasked with evaluating key topics, ensuring community involvement, and advising the Council on decision-making processes related to the airport. At the March 13, 2025, City Council directed staff to advertise for committee members and bring back the committee establishment and appointment of four members of the public and appointment of the existing member of the StART Committee to comprise the five member airport advisory committee.

### **Discussion**

Based on the initial discussion, Staff has prepared draft Resolution 25-034 establishing an ad-hoc committee to address issues related to Seattle Tacoma International Airport. The Committee acts in an advisory capacity to the City Council providing recommendations and advice on the following topics related to airport matters:

- Review SAMP (Sustainable Airport Master Plan) timeline and responses to the Environmental process.
- Any new or updated Interlocal Agreement (ILA) with airport partners
- Recommendation related to any consultant needs to assist with relevant projects
- Assist with StART (Seattle-Tacoma Airport Roundtable) Committee
- Recommendations for the City’s strategy with the Port of Seattle
- To address other Airport related issues as deemed appropriate by the Committee or the City Council.

The Committee shall consist of five (5) community members. The City’s two StART representatives will serve on the Committee as well as three (3) members of the public who are either a resident or business owner of the City of Des Moines. Committee members will be selected by the Mayor and approved by the majority of the Council. Committee members shall serve two year terms and should have a reasonable understanding of airport-related issues, or willingness to learn as necessary. However, as discussed since the City already has community StART representative, Council directed staff to reach out directly about interest and he has agreed to sit on this Advisory Committee.

There are four mayoral recommendations attached for appointment to the Airport Committee, including Jeffrey Bogen, Barton DeLacy, Todd Downing, and Steve Reagin.

### **Alternatives**

None provided.

### **Financial Impact**

The financial impact, if any, will be addressed as the Committee begins its work, with further budget discussions to be brought before the Council as needed.

### **Recommendation/Concurrence**

Des Moines Administration recommends approval of Resolution 25-034, appointment of Joe Dusenbury and confirmation of mayoral appointment of Jeffrey Bogen, Barton DeLacy, Todd Downing, and Steve Reagin to the Airport Advisory Committee.

**CITY ATTORNEY'S FIRST DRAFT 4/XX/2025**

**DRAFT RESOLUTION NO. 25-034**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, establishing an ad-hoc committee to address issues related to Seattle Tacoma International Airport.

**WHEREAS**, the City Council of the City of Des Moines finds it is appropriate to create a committee to address issues related to Seattle Tacoma International Airport (hereafter "Airport"); now therefore,

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

**Sec. 1. Committee Established.** An Ad-Hoc Airport Committee ("Committee") is hereby established to act in an advisory capacity to the City Council providing recommendations and advice on the following topics related to airport matters:

(1) Review SAMP (Sustainable Airport Master Plan) timeline and responses to the Environmental process.

(2) Any new or updated Interlocal Agreement (ILA) with airport partners.

(3) Recommendation related to any consultant needs to assist with relevant projects.

(4) Assist with StART (Seattle-Tacoma Airport Roundtable) Committee.

(5) Recommendations for the City's strategy with the Port of Seattle.

(6) To address other Airport related issues as deemed appropriate by the Committee or the City Council.

**Sec. 2. Committee Composition.** The Committee shall consist of five (5) community members. The City's two StART representatives will serve on the Committee as well as three (3) members of the public who are either a resident or business owner of the City of Des Moines. Committee members will be selected by the Mayor and approved by the majority of the Council. Committee members shall

Resolution No. \_\_\_\_  
Page 2 of 2

serve two year terms and should have a reasonable understanding of airport-related issues, or willingness to learn as necessary.

**Sec. 3. Staff Liaison.** The City Manager shall appoint a staff liaison to the Committee. The Committee shall also have additional staff support as the City Manager deems appropriate.

**Sec. 4. Meetings.** The Committee will choose its own Chairperson. The Chair should encourage collaboration and participation, with a directive role. The Committee will meet on an as-needed basis as determined by the Committee Chair and the City staff liaison.

**Sec. 5. Committee Meetings Open to the Public.** All Committee meetings shall be open to the public pursuant to the Washington State Open Public Meetings Act, RCW 42.30 et seq.

**Sec. 6. Workplan & Responsibilities.** The Committee will be responsible for:

(1) Receiving assignments and tasks as directed by the City Council.

(2) Develop a work plan that includes recommended tasks and research subjects. This plan will be submitted to the Council for approval or direction.

(3) Presenting updates to the City Council on the Committee's work and progress no less than once per year.

**Sec. 7. Effective Date.** This resolution shall take effect immediately upon passage by the Des Moines City Council.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2025 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

Resolution No. \_\_\_\_  
Page 3 of 3

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



## Employment Application | Submitted: 07-Apr-2025

**JEFFREY BOGEN**

**Airport Advisory Committee**

 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Employment History

Please list your previous employers starting with your current, or most recent employer.

*Note: If you are unable to provide a phone number, enter 000-000-0000.*

**Employment Gap - Unemployed**

Jun/2024 - Apr/2025

**Details:** Retired from Federal Aviation Administration after 26 years of upper management experience to pursue outside goals and interests.

**Length:** 0 years, 10 months

**Employment Gap - Unemployed**

Jul/2024 - Aug/2024

**Details:** Retired

**Length:** 0 years, 1 month

### Federal Aviation Administration

**Job Title:** Manager, Western USA Operations Engineering Support

**Supervisor Name:** Fred Reynolds

**Dates Employed From:** Sep/1998

**Dates Employed To:** Jun/2024

**Employment Length:** 25 years, 9 months

**Supervisor Phone:** [Redacted]

**Duties:** Managed operational engineering group for Western USA, including all navigation, automation, communication, radar and weather systems

**Phone:** [Redacted]

**Reason For Leaving:** Retired

**May We Contact?** Yes

### Employment Additional Questions

The applicant did not answer any Additional Questions

### Education

List below your educational background, including high school, all colleges, trade and military service schools.

**University of Colorado | College or University**

**Degree:** M.S. Computer Science  
**Major:** Computer Science Engineering  
**Location:** Boulder, CO, UNITED STATES

**Graduated?** Yes  
**Years Attended From:** 1989  
**Years Attended To:** 1991

**Regis College | College or University**

**Degree:** B.S. Computer Science/Technical Management  
**Major:** Computer Science/Technical Management  
**Location:** Broomfield, CO, UNITED STATES

**Graduated?** Yes  
**Years Attended From:** 1985  
**Years Attended To:** 1988

**Electronic Technical Institute | Technical School**

**Degree:** A.S. Electronic Engineering Technology  
**Major:** Electronics/Communications  
**Location:** Denver, CO, UNITED STATES

**Graduated?** Yes  
**Years Attended From:** 1973  
**Years Attended To:** 1975

**Education Additional Questions**

The applicant did not answer any Additional Questions

**Resume**

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

**File Name**

**Link**

2024 Working Resume.docx

 Preview   Download

**Text Only Resume**

No Text Only Resume on File

**Admin Uploaded Files**

There are no admin uploaded files for this applicant.

**Documents**

There are no documents for this applicant.

**References**

Please fill out the information below regarding references.

*Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com*

**Fred Reynolds**

**Relationship:** Manager

**Phone:** [REDACTED]

**Company:** Federal Aviation Administration (FAA)

**Occupation:** FAA Division Manager, Technical Services

**Lamond Lee**

**Relationship:** Manager/Co-worker

**Phone:** [REDACTED]

**Company:** Federal Aviation Administration (FAA)

**Occupation:** Airport Navigation Manager

**Al Richardson**

**Relationship:** Manager Co-worker

**Phone:** [REDACTED]

**Company:** Federal Aviation Administration (FAA)

**Occupation:** Airport Radar/Automation/Weather Systems Manager

**Job Questions**

**Citizen Advisory Committee(s) | Score Total - 0**

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live. And do you own a business in Des Moines? If Yes, please list. *	no		
Please select from the following Committees that you are interested in applying for: *	Airport Advisory Committee	0	
If you are applying for a specific committee, explain how your experience and perspective would directly contribute to the committee and surrounding community. *	I have been involved in the aviation field for most of my professional career, over 17 years in aviation weather related research and 26 years in upper management with the Federal Aviation Agency (FAA). I have had direct management for Operations Engineering for the Western USA - overseeing large ground and air technical engineering and support		

operations helping to improve safety and efficiency for all Western USA airports. Nonetheless, now as a private citizen, I would like to improve the communities around SEATAC from a different perspective to help improve air quality, ground traffic congestion, and reduce noise pollution effects. Both the Port of Seattle or Airlines who are working hard on large scale projects to accommodate projected yearly increases in passengers Balancing the local community concerns is not a easy task with no simple answers, due to multiple constraints both technical and political. But having an aviation technical expert on your advisory committee may help to ensure that solid engineering feedback and innovation to address these issues can be fairly communicated and worked as effectley between Des Moines, FAA, Port of Seattle and the Airlines.

**Please list any related professional and or community activities that you are involved in. \***

Recently engaged with SAMP with local community provided technical feedback on proposed engineering projects with specific advice and interpretation of the current FAA noise standards and associated practices. Mitigations to address possible approach/departure changes to address higher flow rates modifications are highly complex and controversial. Applying the right Aviation Safety and Noise Abatement Act of 1979 (ASNA) and FAA CFR Part 36/150 appropriately is critical and I can advise our team about the best way to work through the discussions as we look at impacts and potential mitigation suggestions. Establishing the level of aircraft noise exposure below which noise impacts of FAA actions in residential areas are not considered "significant" has been highly controversial, but getting the right science/engineering considerations is what I do best - I think I can add value to our community in this work as a Des Moines citizen.

**Can you attend evening meetings?**

Yes

0

*\* (Archived)*

Can you attend daytime meetings? Yes 0  
 \* (Archived)

Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Committee? 24/Month, but really, whatever it takes to get our work done \*

Can you attend weekend meetings? \* (Archived) Yes 0

Have you previously applied for or served in any elected or appointed positions, committees, advisory boards, or commissions in the City of Des Moines? \* No 0

If yes, please list the position(s), including your role and dates of services. \* none

Date available for appointment to committee: \* 6/1/2025

Additional Questions

Personal Information (Archived) | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you authorized to work in the United States?	Yes	0	
Proof of I-9 status required upon hiring. Positions in the Police Department require U.S. citizenship per RCW 41.12.070. *			
Do you have a valid driver's license?	Yes	0	
DL #:			
State:	Washington		
After reviewing the job announcement, can you perform the essential functions of the job with or without reasonable	Yes	0	

accommodations? If you check yes, the staff person coordinating this recruitment will send you a request asking for additional information. (This confidential information is solicited for the purpose of providing reasonable accommodation only). \*

Do you currently smoke or use any tobacco product? Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products. \* No 0

Are you related to or residing with a current employee of the City of Des Moines? \* No 0

If yes, provide employee name and relationships: This question was not answered.

Have you previously been employed by the City of Des Moines? \* No 0

If yes, please give title and dates of employment:

**Professional Licenses and Certificates** *(Archived)* | Score Total - 0

Question	Answer	Score	Disqualifier?
License or Certificate Name:	General RadioTelephone Operators License		
License or Certificate Number:	PG-15-3349		
Date Issued:	11/14/1988		
Expiration Date:	Life-Time		

**Veteran's Scoring Criteria (Veteran's Preference)** *(Archived)* | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you considered a veteran under these standards? *	No	0	

**Have you ever obtained employment utilizing veteran’s scoring criteria? \*** No 0

**Are you currently receiving any military retirement benefits? \*** No 0

**Are you claiming veteran’s scoring criteria for this position?** No 0

**(If yes, a DD-214 will be requested at a later date.) \***

**Applicant Statement**

I declare that all statements and answers in this application are true and complete and agree that any untrue or misleading answer, omission, concealment or failure to answer any questions fully, completely and accurately may be grounds for terminating my employment, regardless of when it is discovered. By completing this application, I give this employer the permission to validate some of my answers with the appropriate authorities/institutions.

I authorize this employer or its agents to investigate my references, to review my former employment record and to keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.

I agree to the above.

**Signature:** Jeffrey Stuart Bogen

**Date:** 2025-04-07 04:07:31pm

**IP Address:** 67.185.231.222

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 07-Apr-2025

**Barton DeLacy**

 [Redacted]  
 [Redacted]  
 [Redacted]  
 [Redacted]

**Airport Advisory Committee**

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Employee Referral - City Manager

### Employment History

Please list your previous employers starting with your current, or most recent employer.

*Note: If you are unable to provide a phone number, enter 000-000-0000.*

#### Cushman & Wakefield - Current Employer

**Job Title:** Executive Director

**Dates Employed From:** Jun/2004

**Dates Employed To:** Currently Employed

**Employment Length:** 20 years, 11 months

**Duties:** Valuation advisory for an international commercial real estate firm. I work around the country as a subject matter expert on valuations of infrastructure and energy generating facilities.

**Reason For Leaving:** Currently Employed

**Supervisor Name:** Scott Biethan

**Supervisor Phone:** [Redacted]

**Address:** [Redacted]

**Phone:** [Redacted]

**May We Contact?** Yes

### Employment Additional Questions

The applicant did not answer any Additional Questions

### Education

List below your educational background, including high school, all colleges, trade and military service schools.

#### Portland State University | College or University

**Degree:** Master of Urban Planning M.U.P

**Major:** Urban economics

**Location:** Portland, OR, UNITED STATES

**Graduated?** Yes

**Years Attended From:** 1984-88

**Years Attended To:** 1988

## School of Irish Studies | College or University

---

**Degree:** study abroad, college credit  
**Major:** Irish history and literature  
**Location:** Dublin, IRELAND

**Graduated?** No  
**Years Attended From:** 1974  
**Years Attended To:** 1974

## Willamette University | College or University

---

**Degree:** Bachelor of Arts  
**Major:** History  
**Location:** Salem, OR, UNITED STATES

**Graduated?** Yes  
**Years Attended From:** 1971  
**Years Attended To:** 1975

## Education Additional Questions

The applicant did not answer any Additional Questions

## Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

### File Name

### Link

MasterDeLacyCV.pdf

 Preview   Download

### Text Only Resume

No Text Only Resume on File

## Admin Uploaded Files

There are no admin uploaded files for this applicant.

## Documents

There are no documents for this applicant.

## References

Please fill out the information below regarding references.

*Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com*

**Gary McLean, Esq.**

---

**Relationship:** fellow WCC board member  
**Company:** McLean Law  
**Occupation:** lawyer, hearings officer

**Phone:** [REDACTED]

**Jeff Crompe**

**Relationship:** serve together on Senior Services C0mmittee  
**Company:** Seattle 3D  
**Occupation:** Photographer, civic volunteer; see jeff@seattle3d.com

**Phone:** 000-000-0000

**Charles W. Langfitt, Esq. (retired)**

**Relationship:** Highschool and college friend  
**Company:** retired counsel for Travelers Insurance  
**Occupation:** Redondo Beach resident for over 35 years

**Phone:** [REDACTED]

**Job Questions**

**Citizen Advisory Committee(s)** | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live. And do you own a business in Des Moines? If Yes, please list. *	I live in Woodmont neighborhood		
Please select from the following Committees that you are interested in applying for: *	Airport Advisory Committee	0	
If you are applying for a specific committee, explain how your experience and perspective would directly contribute to the committee and surrounding community. *	Please see my CV. I have a Masters degree in Urban Planning from Portland State and was a Planning Commissioner for the City of Lake Oswego for two terms. Of more interest, I was on a team that valued Chicago's Midway Airport (a Southwest Airlines hub) and valued airport land leases around the country. I have also developed studies and written peer reviewed articles on the impacts of LULUs (locally undesirable land uses.		
Please list any related professional and or community activities that	Senior Services Committee, City of Des Moines, WA. Ongoing 2024 Board of		

**you are involved in. \***

Directors, Seattle Chapter of the Appraisal Institute, Ongoing 2024 Rotary Club of Seattle, Chair, Mentor Committee at Foster School of Business, University of Washington, Ongoing 2024 Woodmont Country Club Board of Directors, ongoing Counselors of Real Estate Foundation Trustee, since 2024

**Can you attend evening meetings? \*** Yes 0  
*(Archived)*

**Can you attend daytime meetings? \*** Yes 0  
*(Archived)*

**Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Committee? \*** I work as a commission consultant. My time is my own.

**Can you attend weekend meetings? \*** Yes 0  
*(Archived)*

**Have you previously applied for or served in any elected or appointed positions, committees, advisory boards, or commissions in the City of Des Moines? \*** Yes 0

**If yes, please list the position(s), including your role and dates of services. \*** Senior Services Committee

**Date available for appointment to committee: \*** immediately

Additional Questions

Personal Information *(Archived)* | Score Total - 0

Question	Answer	Score	Disqualifier?
----------	--------	-------	---------------

Are you authorized to work in the United States? Yes 0

Proof of I-9 status required upon hiring. Positions in the Police Department require U.S. citizenship per RCW 41.12.070. \*

Do you have a valid driver's license? Yes 0

DL #: [REDACTED]

State: WA

After reviewing the job announcement, can you perform the essential functions of the job with or without reasonable accommodations? If you check yes, the staff person coordinating this recruitment will send you a request asking for additional information. (This confidential information is solicited for the purpose of providing reasonable accommodation only). \* Yes 0

Do you currently smoke or use any tobacco product? Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products. \* No 0

Are you related to or residing with a current employee of the City of Des Moines? \* No 0

If yes, provide employee name and relationships: This question was not answered.

Have you previously been employed by the City of Des Moines? \* No 0

If yes, please give title and dates of employment: This question was not answered.

Professional Licenses and Certificates (Archived) | Score Total - 0

Question	Answer	Score	Disqualifier?
License or Certificate Name:	Paul Barton DeLacy		
License or Certificate Number:	110017 Certified General Real Estate Appraiser		
Date Issued:	5/13/1992		
Expiration Date:	03/05/2026		

**Veteran's Scoring Criteria (Veteran's Preference)** *(Archived)* | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you considered a veteran under these standards? *	No	0	
Have you ever obtained employment utilizing veteran's scoring criteria? *	No	0	
Are you currently receiving any military retirement benefits? *	No	0	
Are you claiming veteran's scoring criteria for this position?	No	0	

(If yes, a DD-214 will be requested at a later date.) \*

**Applicant Statement**

I declare that all statements and answers in this application are true and complete and agree that any untrue or misleading answer, omission, concealment or failure to answer any questions fully, completely and accurately may be grounds for terminating my employment, regardless of when it is discovered. By completing this application, I give this employer the permission to validate some of my answers with the appropriate authorities/institutions.

I authorize this employer or its agents to investigate my references, to review my former employment record and to keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.

I agree to the above.

**Signature:** Paul Barton DeLacy

**Date:** 2025-04-07 10:53:21am

**IP Address:** 50.239.6.106,136.226.55.8

---

Signature

---

Date



## Employment Application | Submitted: 10-May-2025

Todd Downing



Airport Advisory Committee

Job Location - Des Moines, WA  
Department - Administration  
Source - Facebook

### Resume

Providing a resume is optional, but additional information can help during the review process. You may upload a file or copy and paste your resume in the space provided below.

There are no files uploaded for this applicant.

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Documents

There are no documents for this applicant.

### Job Questions

#### Citizen Advisory Committee(s) | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
How long have you been a Des Moines Resident? *	10+	0	

**If no, please list the City in which you currently live. And do you own a business in Des Moines? If Yes, please list. \***

Yes, I own two businesses in Des Moines:  
The Print Place LLC & Partygloss LLC

**Please select from the following Committees that you are interested in applying for: \***

Airport Advisory Committee 0

**If you are applying for a specific committee, explain how your experience and perspective would directly contribute to the committee and surrounding community. \***

I'm a lifelong resident of Des Moines, and have seen the impact (both positive and negative) that the port has had on the community. Having my residence and businesses directly under the flight path has shaped the way I view our relationship to the port and have encouraged me to get involved to help figure out a way to best address the issues that we collectively face.

**Please list any related professional and or community activities that you are involved in. \***

I'm a member of the local rotary club, as well as a member of the South Side Chamber of Commerce.

**Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Committee? \***

1-2 hours a week

**Have you previously applied for or served in any elected or appointed positions, committees, advisory boards, or commissions in the City of Des Moines? \***

No 0

**If yes, please list the position(s), including your role and dates of services. \***

n/a

**Date available for appointment to committee: \***

6/1/25

**Please select your meeting availability below: \***

Daytime, Evening, Weekend 0

**Are you related to anyone presently employed by the City or a member of a City Board/Committee? \***

No 0

If yes, please list family member below:

This question was not answered.

Do you currently have an ownership interest in any real property within the Des Moines Planning Area (excluding your primary residence or any property used solely for business purposes)? \*

No

0

If yes, please describe below:

n/a

Property Address: Type of Property: (e.g., residential, commercial, vacant land) Nature of Ownership (e.g., sole owner, joint owner, trust beneficiary) \*

Additional Questions

Personal Information | Score Total - 0

Question	Answer	Score	Disqualifier?
----------	--------	-------	---------------

Languages Spoken: (Archived)

English

To support community engagement and language access, are there any languages (other than English) that you speak, read, or write fluently? This question is optional and will only be used to support inclusive communication and outreach as part of committee work.

This question was not answered.

Applicant Statement

I certify that all statements and answers in this application are true and complete to the best of my knowledge. I understand that any misrepresentation or omission may be cause for disqualification from consideration or removal from service if appointed.

By signing below, I acknowledge that this application is for volunteer service on a City board, commission, or committee and does not constitute employment or confer any employment rights.

I agree to the above.

Signature: Todd Downing

Date: 2025-05-10 04:20:49pm

IP Address: 73.83.104.177

---

Signature

---

Date



Attachment #5

## Employment Application | Submitted: 16-Apr-2025

Steve Reagin

Airport Advisory Committee



Job Location - Des Moines, WA  
Department - Administration  
Source - Facebook

### Employment History

Please list your previous employers starting with your current, or most recent employer.

*Note: If you are unable to provide a phone number, enter 000-000-0000.*

#### True Brands - Current Employer

**Job Title:** Director, Planning and Inventory Mgt

**Supervisor Name:** NA

**Dates Employed From:** Mar/2025

**Supervisor Phone:** 2060000000

**Dates Employed To:** Currently Employed

A s: [Redacted]

**Employment Length:** 0 years, 2 months

[Redacted]

**Duties:**  Forecasting/Inventory Management/Sales Planning/Demand Planning/Supply Planning/Inventory Management

**Phone:** [Redacted]

**Reason For Leaving:** Currently Employed

**May We Contact?** No

**Employment Gap - Unemployed**

Oct/2024 - Feb/2025

**Details:** Job searching after layoff

**Length:** 0 years, 4 months

BDA, Inc.

**Job Title:** Sr. Manager, Supply Chain Planning

**Supervisor Name:** NA

**Dates Employed From:** Feb/2022

**Supervisor Phone:** 2060000000

**Dates Employed To:** Sep/2024

[Redacted]

**Employment Length:** 2 years, 7 months

[Redacted]

**Duties:** Inventory Management : Transformed inventory management by designing and deploying advanced analytical systems, enhancing decision-making capabilities, and driving more effective inventory control strategies.

**Phone:** (206) 000-0000

Revenue Surge : Increased inventory accuracy by 20% and streamlined operational processes by overseeing forecasting, analytics, and inventory

**May We Contact?** No

management for 40 B2B accounts, contributing to \$250M in annual sales revenue. Sales Growth : Drove sales growth and improved business performance by delivering strategic insights that directly influenced assortment planning, optimized stock replenishment cycles, and enhanced customer acquisition efforts. Team Leadership : Reorganized a 14-member global team into specialized, industry-aligned units, fostering greater collaboration with sales teams, increasing accountability, and improving overall team performance. Process Optimization : Led a cross-functional executive committee to assess and revamp operational workflows, implementing innovative solutions that significantly improved process efficiency and decision-making speed. Lifecycle Metrics Implementation : Developed and instituted new lifecycle metrics and processes that improved product management efficiency, aligned with business objectives, and enhanced operational consistency across all accounts. High-Performance Culture : Cultivated a high-performance team culture by mentoring analysts, promoting independent goal-setting, and standardizing business review processes, ensuring alignment with organizational goals.

**Reason For Leaving:** Layoffs

**Employment Gap - Unemployed**

Dec/2021 - Jan/2022

**Details:** Job searching after layoff

**Length:** 0 years, 1 month

### The Bartell Drug Company

#### **Job Title:** Manager, Planning and Replenishment

**Dates Employed From:** Jun/2013

**Dates Employed To:** Nov/2021

**Employment Length:** 8 years, 5 months

**Duties:** Sales Management : Drove \$250M in annual sales by managing inventory, pricing, and analytics/forecasting for all OTC items, executing strategic inventory management and pricing plans that optimized product availability and market competitiveness. Inventory Planning : Streamlined inventory planning by creating and implementing the company's first Open to Buy process and reporting system, significantly improving decision-making and forecasting accuracy. Post-Acquisition Integration : Spearheaded post-acquisition planning and integration efforts following Rite Aid's acquisition of Bartell Drugs, aligning inventory, replenishment, and pricing strategies to ensure seamless operational transitions while maintaining sales momentum and customer satisfaction. Operational Efficiency : Enhanced operational efficiency by leading the transition from store-level buying to centralized buying, piloting the creation of a company-wide store replenishment process. Profitability & Competitive Positioning : Boosted profitability and competitive edge by developing a key item pricing strategy, expanding the program to include data from six competitors, resulting in improved market positioning and pricing accuracy. Talent & Team Development : Recruited, promoted, and transformed a replenishment-focused team into a high-performing, analytics-driven group, advancing talent across key functions like Inventory Planning, Category Management, and IT. Cross-functional Collaboration : Established category teams that integrated inventory analysts, category managers, and planogram analysts, while managing relationships with replenishment and pricing system vendors to ensure seamless operations.

**Supervisor Name:** NA

**Supervisor Phone:** 2060000000

**Address:** [REDACTED]

**Phone:** (206) 000-0000

**May We Contact?** No

**Reason For Leaving:** Company purchased by Rite Aid

### Super Supplements

---

#### **Job Title:** Inventory Planner

**Dates Employed From:** Jun/2009

**Dates Employed To:** Jun/2013

**Employment Length:** 4 years

**Duties:** Inventory Optimization : Drove merchandise sales, margin growth, and optimized inventory for over 200 brands by effectively managing purchase orders and planning receipts across all categories. KPI Reporting : Improved inventory visibility and minimized stockouts by developing and implementing the company's first KPI reports, including out-of-stock reporting, enhancing decision-making processes. Open to Buy System : Established a robust Open to Buy system, enabling accurate forecasting and inventory management, significantly improving purchasing efficiency and reducing excess stock. Procurement Process : Streamlined procurement for special orders, reducing lead times and improving order fulfillment by creating an efficient, standardized process. NAV System Transition : Enhanced planning accuracy and operational efficiency by leading the transition from Excel/Access-based planning to the NAV system, ensuring seamless data integration and real-time tracking. Cash Flow Management : Reduced company inventory by 10% within three months, implementing strategic inventory optimization initiatives that improved cash flow and operational efficiency. Financial Oversight : Ensured precise financial oversight by managing inventory accounting for \$30M in sales, maintaining accurate records and supporting effective budget management.

**Reason For Leaving:** company purchased by Vitamin Shoppe

**Supervisor Name:** NA

**Supervisor Phone:** 2060000000

**S:** [REDACTED]

**Phone:** (206) 000-0000

**May We Contact?** No

#### Employment Additional Questions

The applicant did not answer any Additional Questions

#### Education

List below your educational background, including high school, all colleges, trade and military service schools.

---

#### **Georgia State University | College or University**

---

**Degree:** Bachelor of Arts

**Major:** Political Science International Relations

**Location:** Atlanta, GA, UNITED STATES

**Graduated?** Yes

**Years Attended From:** 1985

**Years Attended To:** 1991

#### Education Additional Questions

The applicant did not answer any Additional Questions

#### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

### Text Only Resume

Steve Reagin

Steve Reagin

STEVE REAGIN

Des Moines, WA

<https://www.linkedin.com/in/steve-reagin-22a2432/>

Inventory & Assortment Planning ,Business Strategy Development ,Financial Performance & ROI

~ Driving Strategic Merchandise & Demand Planning, Optimizing Inventory, Forecasting Accuracy, and Delivering Financial Success ~

Accomplished & results-driven Sr. Manager with extensive leadership experience in Merchandise and Demand Planning, specializing in aligning inventory and sales strategies with organizational objectives to optimize inventory, enhance operational efficiency and drive substantial revenue growth. Demonstrated success in leading cross-functional teams and executing strategic merchandise plans, demand forecasts, and open-to-buy strategies to enhance forecasting accuracy and reduce costs. Recognized for consistently exceeding targets, launching successful product lines, and implementing cost-saving initiatives that drive profitability. Skilled in managing multi-million-dollar budgets and P&L while ensuring seamless product flow across diverse categories. Adept at fostering collaboration with stakeholders, vendors, finance, and marketing teams to deliver innovative solutions that accelerate top-line and bottom-line growth.

Merchandise Planning & Strategy ,Demand Forecasting & Inventory Optimization ,Supply Chain & Logistics Coordination ,Category Management & Space Planning ,Budgeting & P&L Management ,Open-to-Buy Strategy & Execution ,Vendor Relationship Management ,Sales & Inventory Analysis ,Product Lifecycle Management ,Process Improvement & Operational Efficiency ,Talent Development ,Performance Metrics & KPI Management ,Team Leadership ,Data Analysis & Business Intelligence (BI) ,Product Launches & Assortment Planning ,Replenishment Strategies ,Informed Decision Making ,Team Leadership ,Analytical Problem Solving ,Cross-functional Collaboration

Technical Skills : Microsoft Excel, Word, Access, BI, PowerPoint, Project, MS AX, K3S Replenish/Restore, NAV, DSS, Manugistics, E3 , Arthur, JDA, MMS, Inforem

KEY VALUE OFFERINGS

#### Financial Planning & Budgeting

Experienced in developing and managing budgets, conducting financial analysis, and driving strategies to meet financial objectives and maximize ROI. Advanced Data Analysis

Proficient in utilizing analytical tools, forecasting techniques, and data-driven decision-making to improve planning accuracy and financial performance. Inventory & Assortment Planning

Adept at developing and managing inventory and assortment strategies to optimize stock

levels, meet demand and align with financial goals.

#### PROFESSIONAL EXPERIENCE

True Brands, Inc. Seattle, WA March 2025-

Director, Planning and Inventory Mgt.

Forecasting/Inventory Management/Sales Planning/Demand Planning/Supply Planning/Inventory Management

BDA, Inc. - Woodinville, WA Feb 2022 - Sep 2024

Sr. Manager, Supply Chain Planning

Inventory Management : Transformed inventory management by designing and deploying advanced analytical systems, enhancing decision-making capabilities, and driving more effective inventory control strategies.

Revenue Surge : Increased inventory accuracy by 20% and streamlined operational processes by overseeing forecasting, analytics, and inventory management for 40+ B2B accounts, contributing to \$250M in annual sales revenue.

Sales Growth : Drove sales growth and improved business performance by delivering strategic insights that directly influenced assortment planning, optimized stock replenishment cycles, and enhanced customer acquisition efforts.

Team Leadership : Reorganized a 14-member global team into specialized, industry-aligned units, fostering greater collaboration with sales teams, increasing accountability, and improving overall team performance.

Process Optimization : Led a cross-functional executive committee to assess and revamp operational workflows, implementing innovative solutions that significantly improved process efficiency and decision-making speed.

Lifecycle Metrics Implementation : Developed and instituted new lifecycle metrics and processes that improved product management efficiency, aligned with business objectives, and enhanced operational consistency across all accounts.

High-Performance Culture : Cultivated a high-performance team culture by mentoring analysts, promoting independent goal-setting, and standardizing business review processes, ensuring alignment with organizational goals.

The Bartell Drug Company - Seattle, WA June 2013 - Nov 2021

Manager, Planning and Replenishment

Sales Management : Drove \$250M in annual sales by managing inventory, pricing, and analytics/forecasting for all OTC items, executing strategic inventory management and pricing plans that optimized product availability and market competitiveness.

Inventory Planning : Streamlined inventory planning by creating and implementing the company's first Open to Buy process and reporting system, significantly improving decision-making and forecasting accuracy.

Post-Acquisition Integration : Spearheaded post-acquisition planning and integration efforts following Rite Aid's acquisition of Bartell Drugs, aligning inventory, replenishment, and pricing strategies to ensure seamless operational transitions while maintaining sales momentum and customer satisfaction.

Operational Efficiency : Enhanced operational efficiency by leading the transition from store-level buying to centralized buying, piloting the creation of a company-wide store replenishment process.

Profitability & Competitive Positioning : Boosted profitability and competitive edge by developing a key item pricing strategy, expanding the program to include data from six competitors, resulting in improved market positioning and pricing accuracy.

Talent & Team Development : Recruited, promoted, and transformed a replenishment-focused team into a high-performing, analytics-driven group, advancing talent across key functions like Inventory Planning, Category Management, and IT.

Cross-functional Collaboration : Established category teams that integrated inventory analysts, category managers, and planogram analysts, while managing relationships with replenishment and pricing system vendors to ensure seamless operations.

Super Supplements - Seattle, WA June 2009 - June 2013

### Inventory Planner

Inventory Optimization : Drove merchandise sales, margin growth, and optimized inventory for over 200 brands by effectively managing purchase orders and planning receipts across all categories.

KPI Reporting : Improved inventory visibility and minimized stockouts by developing and implementing the company's first KPI reports, including out-of-stock reporting, enhancing decision-making processes.

Open to Buy System : Established a robust Open to Buy system, enabling accurate forecasting and inventory management, significantly improving purchasing efficiency and reducing excess stock.

Procurement Process : Streamlined procurement for special orders, reducing lead times and improving order fulfillment by creating an efficient, standardized process.

NAV System Transition : Enhanced planning accuracy and operational efficiency by leading the transition from Excel/Access-based planning to the NAV system, ensuring seamless data integration and real-time tracking.

Cash Flow Management : Reduced company inventory by 10% within three months, implementing strategic inventory optimization initiatives that improved cash flow and operational efficiency.

Financial Oversight : Ensured precise financial oversight by managing inventory accounting for \$30M in sales, maintaining accurate records and supporting effective budget management.

Post-Acquisition Planning : Seamlessly integrated planning systems with Vitamin Shoppe post-acquisition, aligning processes and ensuring smooth operational continuity across both companies.

iFLOOR, Inc. - Tukwila, WA Mar 2008 - Dec 2008

### Senior Planner

Inventory Reduction & Sales Retention : Accomplished a 33% reduction in inventory year-over-year while maintaining sales levels by spearheading the development and execution of a new inventory strategy across all categories.

Merchandise Plan & Open to Buy System : Engineered and launched the company's first Merchandise Plan and Open to Buy system, streamlining inventory management and aligning purchasing decisions with revenue and margin goals.

Planning Process Development : Pioneered the creation of the company's planning process, establishing standardized procedures that enhanced operational efficiency and aligned teams with business objectives.

Category Management & Profitability : Directed inventory, sales, margin, and planning strategies for all categories, with a dedicated focus on hardwood lines, driving category profitability and performance.

Amazon.com - Seattle, WA July 2006 - July 2007

### Control Buyer, Home Entertainment, Wireless Phones

Home Entertainment Sales : Drove \$120 million in sales for Home Entertainment, surpassing the previous year by 300%, by strategically managing category planning and aligning inventory to sales objectives.

Supply Chain Efficiency : Reduced lead time by 14 days and eliminated 95% of problem receive units by spearheading operational changes with a top Wireless accessories distributor, significantly enhancing supply chain efficiency.

Open to Buy & S&OP Integration : Developed and executed a comprehensive Open to Buy plan, in collaboration with Finance, aligning inventory and sales strategies, and delivering accurate S&OP forecasts to distribution centers.

Vendor Performance Optimization : Optimized vendor performance by managing relationships and holding vendors accountable to operational excellence, improving supply chain reliability and product availability.

Inventory Flow & Efficiency : Streamlined inventory flows across multiple warehouses, reducing excess stock and ensuring alignment with category budgets, improving overall

inventory efficiency.

Starbucks Coffee Company - Seattle, WA

Sep 1998 - July 2006

Product and Channel Manager, Licensed Stores (2004 - 2006)

Cost Reduction & Bravo Award : Reduced company costs and earned the Bravo award by leading a cross-functional team to successfully launch a menu insert program across four major licensees, impacting approximately 1,000 stores.

Beverage Portfolio Growth : Expanded wholesale Beverage portfolio to \$100 million by introducing new products to licensees and ensuring consistent product availability, driving revenue growth.

Market Test Participation : Pioneered licensed store participation in market tests, coordinating eight market tests over two years, marking the first involvement of licensed stores in these initiatives.

New Product Launches : Generated \$5.6 million in wholesale revenue by launching 11 new beverages into licensed stores over two years, significantly contributing to the growth of the beverage segment.

Budget & P&L Management : Directed LS Beverage budget and P&L, ensuring financial alignment with business goals and driving profitability through effective cost management and revenue generation.

Demand Forecasting : Led demand forecasting efforts, ensuring accurate projections and alignment with supply chain needs.

. Additional Experience as Demand Planner/Forecaster (Supply Chain) , Merchandise Analyst (retail) at Starbucks Coffee Company , Inventory/Distribution Analyst, Sales Lead/Specialist at REI (Recreational Equipment Inc) - Kent, WA.

#### EDUCATION

Bachelor of Arts, Political Science (International Relations) , Georgia State University

APICS classes , Internal & external classes on Project Management, Diversity, Communications, Inventory Management, Forecasting, Leadership

#### VOLUNTEER EXPERIENCE

Board of Directors, Current Director and Past President, Northwest Associated Arts,

Board of Directors, The Hi-Liners, Des Moines, WA , Board of Directors, John Knox

Preschool, Normandy Park, WA , Commissioner, City of Burien Arts Commission, Burien, WA

## Admin Uploaded Files

There are no admin uploaded files for this applicant.

## Documents

There are no documents for this applicant.

## References

Please fill out the information below regarding references.

*Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com*

---

No References Available

Job Questions

Citizen Advisory Committee(s) | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
How long have you been a Des Moines Resident? *	This question was not answered.		
If no, please list the City in which you currently live. And do you own a business in Des Moines? If Yes, please list. *	NA		
Please select from the following Committees that you are interested in applying for: *	Airport Advisory Committee	0	
If you are applying for a specific committee, explain how your experience and perspective would directly contribute to the committee and surrounding community. *	My entire life, I've lived near airports. First, where I grew up outside of Atlanta, and since I moved to the Seattle area 30 plus years ago in Burien and Des Moines. I saw the effect the airport had on my family's business growing up, and the effect it has on businesses and homes here in Des Moines. As a business person with a background in planning and forecasting, I feel I can add an analytical perspective to the committee. I've also served on and led a handful of community organizations that I feel can help as well.		
Please list any related professional and or community activities that you are involved in. *	Board of Directors, NW Associated Arts, Director and past President		
Can you attend evening meetings? * <i>(Archived)</i>	Yes	0	
Can you attend daytime meetings? * <i>(Archived)</i>	No	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Committee? *	4-6		

**Can you attend weekend meetings? \*** Yes 0  
*(Archived)*

**Have you previously applied for or served in any elected or appointed positions, committees, advisory boards, or commissions in the City of Des Moines? \*** No 0

**If yes, please list the position(s), including your role and dates of services. \*** NA

**Date available for appointment to committee: \*** 04/15/2025

**Please select your meeting availability below: \*** This question was not answered.

**Are you related to anyone presently employed by the City or a member of a City Board/Committee? \*** This question was not answered.

**If yes, please list family member below:** This question was not answered.

**Do you currently have an ownership interest in any real property within the Des Moines Planning Area (excluding your primary residence or any property used solely for business purposes)? \*** This question was not answered.

**If yes, please describe below: Property Address: Type of Property: (e.g., residential, commercial, vacant land) Nature of Ownership (e.g., sole owner, joint owner, trust beneficiary) \*** This question was not answered.

Additional Questions

Personal Information *(Archived)* | Score Total - 0

Question	Answer	Score	Disqualifier?
<b>Are you authorized to work in the United States?</b>	Yes	0	

**Proof of I-9 status required upon hiring. Positions in the Police Department require U.S. citizenship per RCW 41.12.070. \***

**Do you have a valid driver’s license?** Yes 0

**DL #:** This question was not answered.

**State:** This question was not answered.

**After reviewing the job announcement, can you perform the essential functions of the job with or without reasonable accommodations? If you check yes, the staff person coordinating this recruitment will send you a request asking for additional information. (This confidential information is solicited for the purpose of providing reasonable accommodation only). \*** Yes 0

**Do you currently smoke or use any tobacco product? Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products. \*** No 0

**Are you related to or residing with a current employee of the City of Des Moines? \*** No 0

**If yes, provide employee name and relationships:** This question was not answered.

**Have you previously been employed by the City of Des Moines? \*** No 0

**If yes, please give title and dates of employment:** This question was not answered.

**Personal Information | Score Total - 0**

Question	Answer	Score	Disqualifier?
<b>To support community engagement and language access, are there any</b>	This question was not answered.		

languages (other than English) that you speak, read, or write fluently? This question is optional and will only be used to support inclusive communication and outreach as part of committee work.

Veteran's Scoring Criteria (Veteran's Preference) (Archived) | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you considered a veteran under these standards? *	No	0	
Have you ever obtained employment utilizing veteran's scoring criteria? *	No	0	
Are you currently receiving any military retirement benefits? *	No	0	
Are you claiming veteran's scoring criteria for this position?	No	0	

(If yes, a DD-214 will be requested at a later date.) \*

Applicant Statement

I declare that all statements and answers in this application are true and complete and agree that any untrue or misleading answer, omission, concealment or failure to answer any questions fully, completely and accurately may be grounds for terminating my employment, regardless of when it is discovered. By completing this application, I give this employer the permission to validate some of my answers with the appropriate authorities/institutions.

I authorize this employer or its agents to investigate my references, to review my former employment record and to keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.

I agree to the above.

Signature: Steve Reagin

Date: 2025-04-15 06:33:05pm

IP Address: 71.231.225.221

\_\_\_\_\_

Signature

\_\_\_\_\_

Date