



Des Moines
WATERLAND CITY

AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, September 25, 2025 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

- Item 1. DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION
Motion: To approve the Proclamation recognizing October as Domestic Violence Awareness Month.

[Domestic Violence Awareness Month Proclamation](#)

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

REGIONAL COMMITTEE REPORT

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. POLICE UPDATES
- 2024 Crimes In Washington Report
 - Animal Control Options
 - Summer and Fall Outreach Efforts

[Police Updates](#)

CONSENT AGENDA

Item 1. APPROVAL OF VOUCHERS

Motion: To approve the payment vouchers through September 11, 2025 and payroll transfers through September 05, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#12408-12478	\$2,531,332.07
Wires	#3074-3091	\$ 493,765.20
Accounts Payable Checks	#167014-167046	\$ 64,391.48
Payroll Checks	#20012-20012	\$ 875.46
Payroll Checks	#20013-20020	\$ 8,894.23
Payroll Advice	#14779-14961	\$ 478,110.93

Total Checks and Wires for A/P & Payroll: \$3,577,369.37

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

Motion: To approve the minutes for the Committee of the Whole and Study Session held on September 04, 2025.

[Approval of Minutes](#)

Item 3. COMPREHENSIVE PLAN PERIODIC UPDATE - SECOND READING

Motion: To adopt draft Ordinance 25-087 adopting 2024 periodic update to the Des Moines Comprehensive Plan.

[Comprehensive Plan Periodic Update](#)

Item 4. CONFIRMATION OF CITY MANAGER'S RE-APPOINTMENT OF LISA LEONE TO THE MUNICIPAL COURT JUDGE POSITION

Motion: To confirm the City Manager's re-appointment of Lisa Leone to the Municipal Court Judge position effective January 1, 2026 through December 31, 2029.

[Confirmation of City Manager's Re-appointment of Lisa Leone to the Municipal Court Judge Position](#)

Item 5. PUBLIC WORKS MAINTENANCE EQUIPMENT PURCHASE

Motion: To approve the purchase of equipment identified in Attachment 1 for a total estimated amount of \$170,000 and authorize the City Manager or the City Manager's designee to sign the purchase order at the time they are created.

[Public Works Maintenance Equipment Purchase](#)

Item 6. PROPERTY ACQUISITION: WOOTON PARK OPEN SPACE

Motion: To ratify and approve the executed agreements for the purchase of the Parcel A and Parcel B located along Redondo Way South in Des Moines, for the purchase price of \$425,000.00 plus closing

costs, and direct Administration to bring forward a budget amendment reflecting the cost of the purchase.

[Property Acquisition Wooton Park Open Space](#)

UNFINISHED BUSINESS

- Item 1. DRAFT ORDINANCE 25-001 SHORT TERM RENTALS - SECOND READING
Staff Presentation by Prosecutor Tara Vaughn
[Draft Ordinance 25-001 Short Term Rentals](#)

NEW BUSINESS

- Item 1. REVENUE ENHANCEMENT OPTIONS
Staff Presentation by Finance Director Jeff Friend
[Revenue Enhancement Options](#)
- Item 2. PLANNING COMMISSION DISCUSSION
Staff Presentation by Community Development Director Rebecca Deming
[Planning Commission Discussion](#)
- Item 3. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

October 02, 2025 City Council Study Session

ADJOURNMENT

[Projected Future Agenda Items](#)

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



Des Moines
WATERLAND CITY

Mission & Vision

Des Moines is a waterfront community committed to maintaining a safe, sustainable environment, while ensuring a high quality of life for all to live, work and play.

VISION

To be the premier waterfront destination in the Pacific Northwest.

VALUES

Core Values of the City of Des Moines are:

- Safety
- Sustainability
- Integrity
- Transparency
- Innovation

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Domestic Violence Awareness Month
Proclamation

FOR AGENDA OF: September 25, 2025

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: September 16, 2025

CLEARANCES:

- City Clerk *[Signature]*
- Community Development _____
- Courts _____
- Finance _____
- Human Resources _____
- Legal /s/TG
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the attached Proclamation recognizing October as Domestic Violence Awareness Month.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing October as Domestic Violence Awareness Month."

Background

Domestic Violence Awareness Month was launched nationwide in October 1987 as a way to connect and unite individuals and organizations working on domestic violence issues and raise awareness for those issues.

Over the last three decades, much progress has been made to support domestic violence victims and survivors, to hold abusers accountable, and to create and update legislation to further those goals.

Discussion

Domestic Violence Awareness Month encourages the community to ensure that victims of domestic violence know that they are not alone and are here to support survivors of domestic violence as they courageously move forward to enjoy full and healthy lives. This is the sixth year that this proclamation has been before Council.

Recommendation

Administration supports Council approving the Proclamation recognizing October as Domestic Violence Awareness Month.

PROCLAMATION

WHEREAS, every one of our residents deserves to live a life free from violence and abuse; and

WHEREAS, anyone can be a victim of domestic violence regardless of age, sex, ability, ethnicity, sexual orientation, socioeconomic status, or religion; and

WHEREAS, children that grow up in violent homes are believed to be abused and neglected at a rate higher than the national average; and

WHEREAS, domestic violence has devastating physical, emotional, and economic impacts on survivors, families, and the community as a whole; and

WHEREAS, addressing this crisis requires the collective commitment of individuals, families, law enforcement, schools, health care providers, advocates, and community organizations working together to provide safety, support, and hope; and

WHEREAS, Domestic Violence Awareness Month provides an excellent opportunity for our community to learn more about preventing domestic violence and to show support for the numerous organizations and individuals providing critical advocacy, services, and assistance to its victims;

NOW, THEREFORE, the Des Moines City Council do hereby proclaim **October** as **“Domestic Violence Awareness Month”** and encourages the community to raise awareness, promote prevention and intervention strategies, and ensure that victims and survivors of domestic violence know that they are not alone, are valued, and are supported as they courageously move forward to enjoy full and healthy lives.

SIGNED this 25th day of September, 2025

Traci Buxton, Mayor



Police Updates to Council



Tonight's Presentation

- 2024 Crimes in Washington Report
- Animal Control Options
- Summer and Fall Outreach Efforts



Crimes in Washington Report

- Administered by WA Association of Sheriffs and Police Chiefs (WASPC)
- Funding by Criminal Justice Training Commission (CJTC)
- All Agencies in Washington Report to WASPC
- Data is Reviewed and Standardized
- Report is Released in July



Universal Crime Reporting

- Uniformity in Crime Reporting Requirements
 - 1917- International Association of Chiefs of Police
 - 1930- Congression Mandate, National Crime Reporting
- Summary Reporting System
 - Hierarchy Based
 - Used Until 2018
- NIBRS
 - Rich Data Sets
 - One of One Method
 - Not COMPARABLE to Prior UCR Data Sets

Stolen Property Offenses

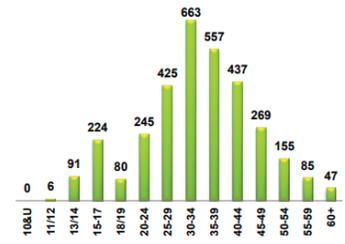
Definition: Receiving, buying, selling, possessing, concealing, or transporting any property with the knowledge that it has been unlawfully taken, as by Burglary, Embezzlement, Fraud, Larceny, Robbery, etc.

Stolen Property

Offenses Reported 6,100
 Rate per 1,000 0.76
 Total Arrests 3,284

9.8% of Stolen Property arrestees were juveniles.

Number of Stolen Property Arrestees by Age

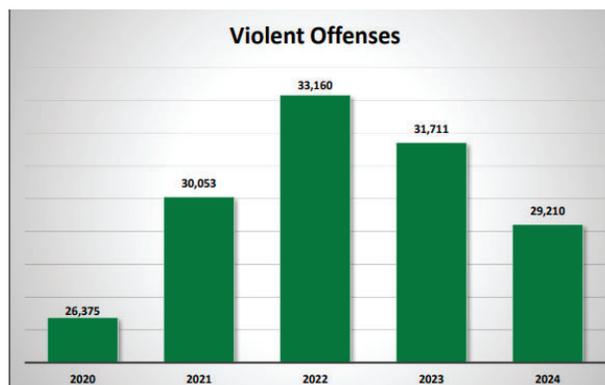
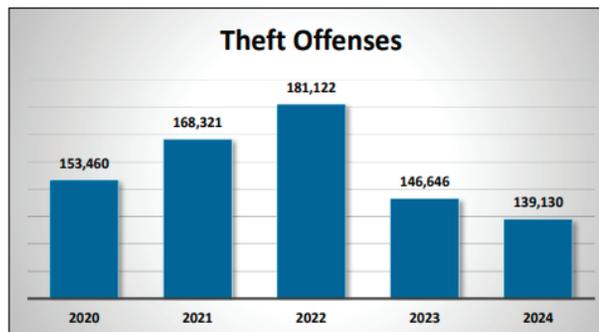


Percentage of Type of Criminal Activity

Activity	Distribution
Possessing/Concealing	81.5%
Using/Consuming	5.4%
Distributing/Selling	5.1%
Operating/Promoting	3.8%
Buying/Receiving	2.7%
Transporting/Transmitting	1.5%
Cultivating/Manufacturing	0.1%
Exploiting Children	< 0.1%

State Trends

- Crimes Against Persons
 - Decrease .8% 2023-24
- Crimes Against Property
 - Decrease 13.4%
- Crimes Against Society
 - Increase 31.0% (Drug Offenses)
- Violent Crimes
 - Decrease 7.6%
- State Trends Lag National Trends



Officer Information

- Average Police Staffing Slight Increase to 1.30 Officers/1000 Residents
 - Des Moines 1.08/1000
 - 7 Officers Below State Average
- Lowest Staffing Rate in Nation
- 12% Females
- Increase in Civilian Employees
- 2285 Officers Assaulted in 2024

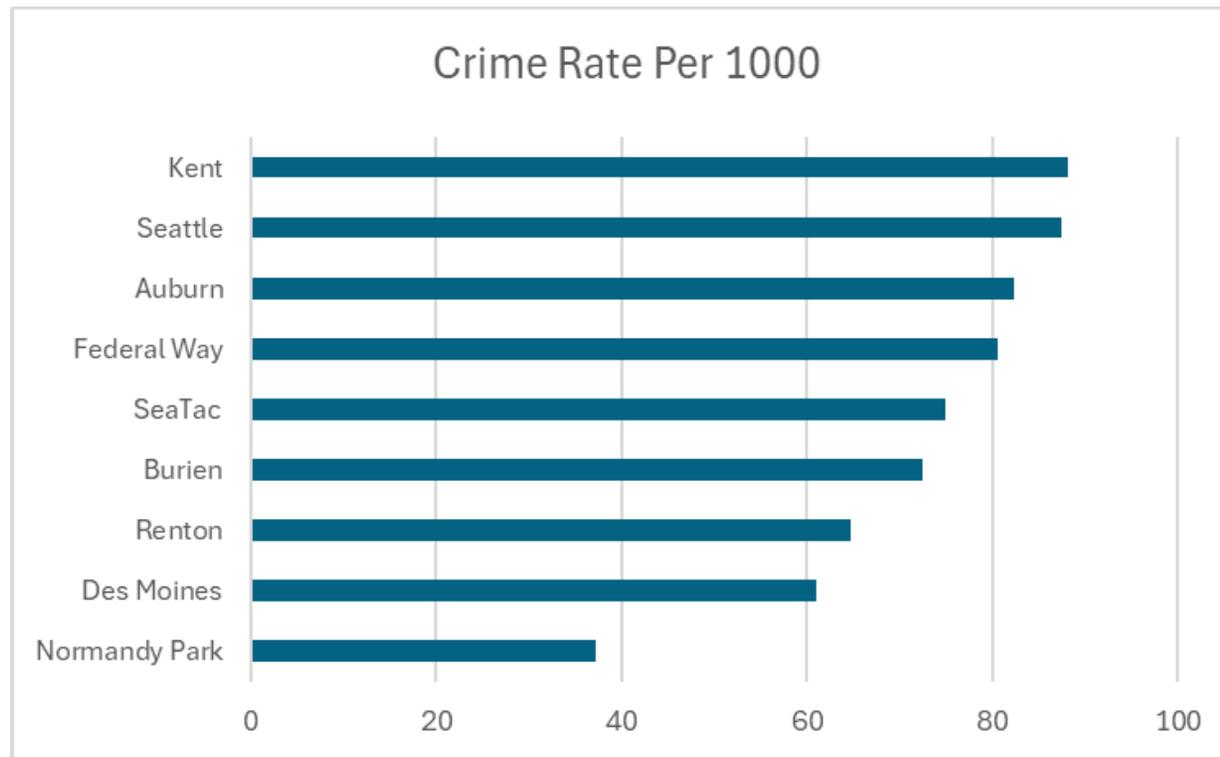


Des Moines Trends

- 11% Reduction in Crimes Reported
 - 44% Reduction in Burglary
 - 46% Reduction in Auto Thefts
 - 34% Reduction in Weapon Violations
- Some Increases of Note
 - Increase in Simple Assault
 - Decrease in Threats, Vandalism and Felony Assaults
 - Increase in Drug Violations

Group A Offenses	Reported 2023	Reported 2024	% of Change	Crime Rate per 1,000	Total Arrests	DV Offense Totals
Murder	1	1	0.0%	0.0	2	0
Manslaughter	1	0	-100.0%	0.0	0	0
Rape	13	8	-38.5%	0.2	1	3
Sodomy	0	1		0.0	0	0
Sexual Assault w/Object	0	0		0.0	0	0
Fondling	8	5	-37.5%	0.1	0	3
Aggravated Assault	53	52	-1.9%	1.6	17	18
Simple Assault	200	295	47.5%	8.8	184	169
Intimidation	62	48	-22.6%	1.4	9	8
Kidnapping	5	3	-40.0%	0.1	2	2
Incest	0	0		0.0	0	0
Statutory Rape	0	0		0.0	0	0
Human Trafficking Offenses	0	0		0.0	0	0
Violation of No Contact/Protect.	98	99	1.0%	3.0	54	72
Robbery	38	34	-10.5%	1.0	14	1
Burglary	130	72	-44.6%	2.2	14	8
Larceny-Theft Offenses	603	623	3.3%	18.7	47	2
Motor Vehicle Theft	425	227	-46.6%	6.8	10	4
Arson	3	5	66.7%	0.1	1	0
Destruction of Property	419	311	-25.8%	9.3	19	15
Counterfeiting/Forgery	10	4	-60.0%	0.1	1	0
Fraud Offenses	88	101	14.8%	3.0	3	0
Embezzlement	0	0		0.0	0	0
Extortion/Blackmail	2	1	-50.0%	0.0	0	0
Bribery	0	0		0.0	0	0
Stolen Property Offenses	82	81	-1.2%	2.4	40	2
Animal Cruelty	1	0	-100.0%	0.0	0	0
Drug/Narcotic Violations	12	36	200.0%	1.1	28	0
Drug Equipment Violations	0	5		0.1	4	0
Gambling Offenses	0	0		0.0	0	0
Pornography	2	1	-50.0%	0.0	0	0
Prostitution Offenses	0	3		0.1	0	0
Weapon Law Violations	32	21	-34.4%	0.6	9	0
Grand Total	2,288	2,037	-11.0%	61.0	459	307

Comparison to Other South KC



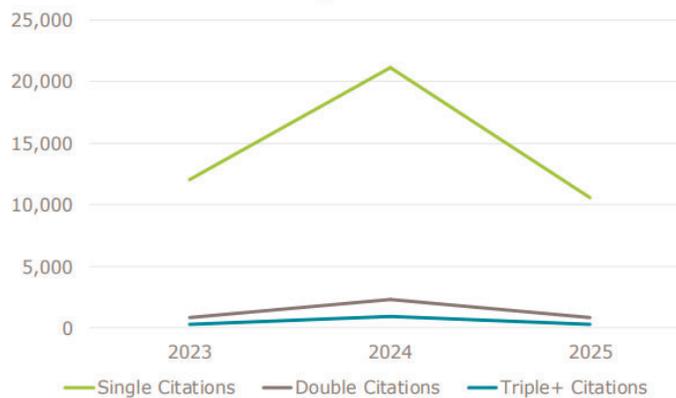
Speed Camera Results

Changing Driver Behavior

Recidivism

2023	
• Single Citation	11,991
• Two Citations	871
• Three + Citations	280
2024	
• Single Citation	21,124
• Two Citations	2,326
• Three + Citations	935
2025	
• Single Citation	9,266
• Two Citations	742
• Three + Citations	257

Percentage of Violators with Multiple NOL's

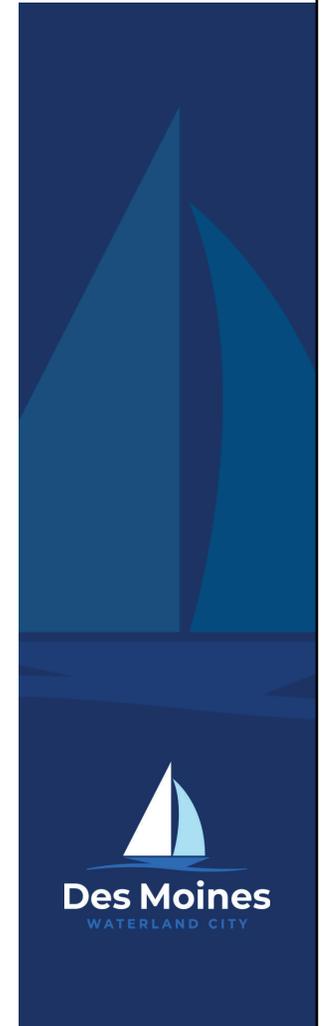


Proprietary 5



2025- Traffic Enforcement

- Parking: 368
- Infractions: 731 (Speeding, Stop Sign, etc)
- Criminal Traffic: 148 (DUI, Reckless, Negligent, etc)
- Plus Paper Tickets...



Redondo Emphasis-Summer 2025

Redondo Summer Emphasis 2025					
	June	July	August	Sept (ongoing)	Totals
Parking Infractions	70	139	146	10	365
Dispatched calls	45	46	69	3	163
Dedicated Hours	179	232.5	236.5	19	667
Arrests	3	4	7	0	14
Traffic Infractions/Citations	23	51	27	2	103
Other	14	18	10	0	42
Warnings	178	337	306	12	833



Animal Control

- Providing information to City Council tonight; Additional discussion can occur during budget process



Animal Control

- History
 - In House Animal Control Officer
 - Vet and Crates for Storage
- Upon Retirement- Transition to CARES
 - Contacted and Sworn ACO's
 - Kennel Services at Burien Shelter
- 2025 Budget Reductions
 - CARES Contract Reduction
 - (2) Commissioned Officers
 - \$650K Fleet
 - Redondo Storefront
 - Crime Analyst
 - Co-Responder (GPS)



Animal Control- Options

- CARES Reduced Service Contract- CURRENT
 - 5 Criminal Reponses Per Month
 - DMPD Response and Screening Prior to Dispatch ACO
 - \$75/hour for Additional Support
 - No Stray Sheltering Arrangement

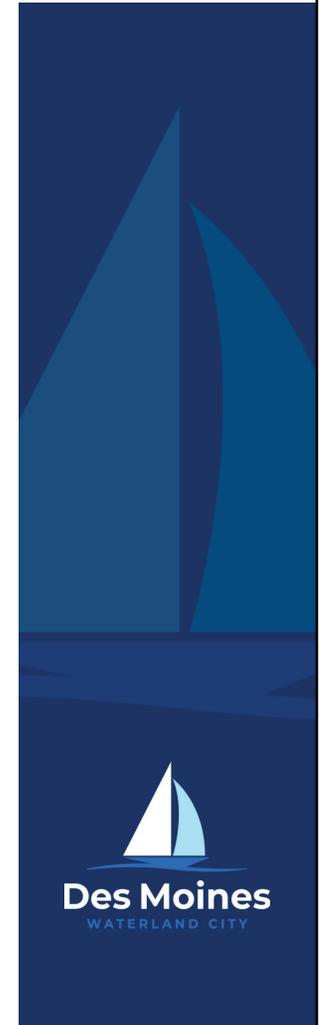
- CARES Full-Service Contract- POTENTIAL FOR 2026
 - Unlimited Animal Control Investigations
 - Direct Dispatch for ACO Investigations
 - No Additional Charge for Additional Work
 - Proactive Enforcement, Community Engagement, and Staffing Information Booth
 - Contract for Stray Sheltering

The public's participation in pet licensing critical to help provide revenue for this



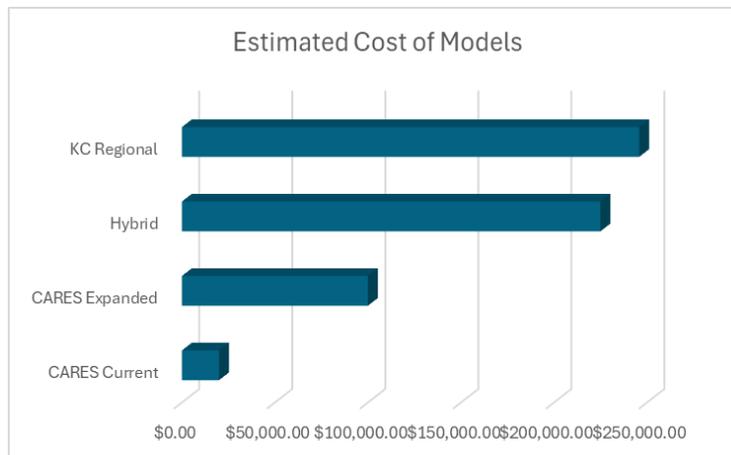
Animal Control- Options

- King County Regional Animal Control
 - All Inclusive Service
 - Includes Shelter and ACO Services
 - Limited Local Control
 - They Handle All Licensing Services
- Hybrid
 - Hire an In-House Animal Control Option
 - Contract for 24/7 Emergency Response
 - Contract for Shelter Services
 - City Maintains All Licensing Services and Revenues



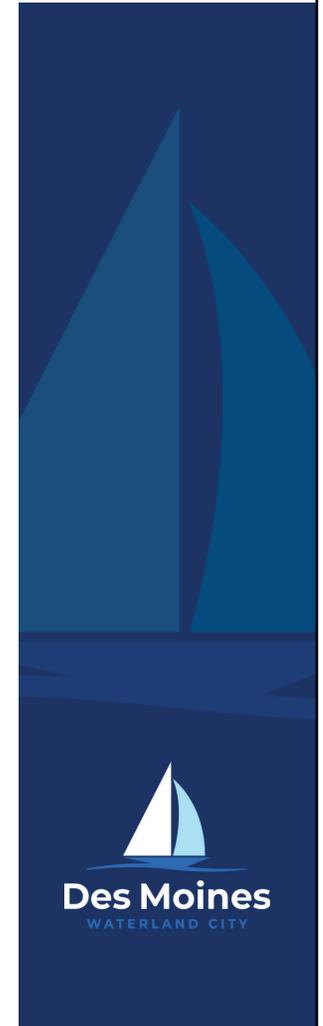
Animal Control- Options

- Revenue from Docupet
 - \$40,000 Estimated Revenue
 - Requires Community Engagement
 - Licensing Revenue is Included in KCRAC Bid
- Assumptions in Graph
 - CARES is Based on 2024 Contract
 - Hybrid Assumes Shelter and 24/7 Response Agreement



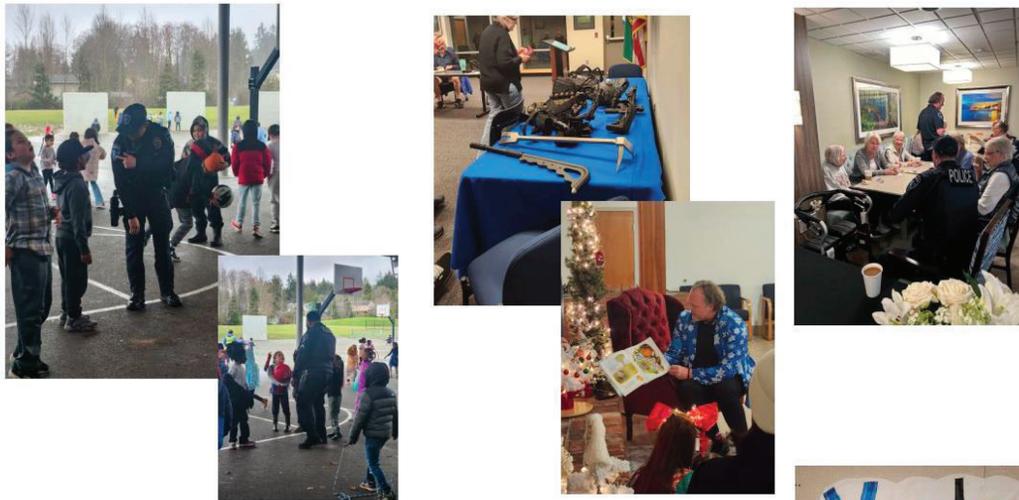
Community Outreach

Passionate • Committed • Service



Community Outreach

Teamwork • Resilient • Strong



- Strengthened partnerships with residents
 - Positive engagement with youth and families
 - Increased neighborhood visibility and trust





CITY OF DES MOINES
Voucher Certification Approval
September 25, 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.

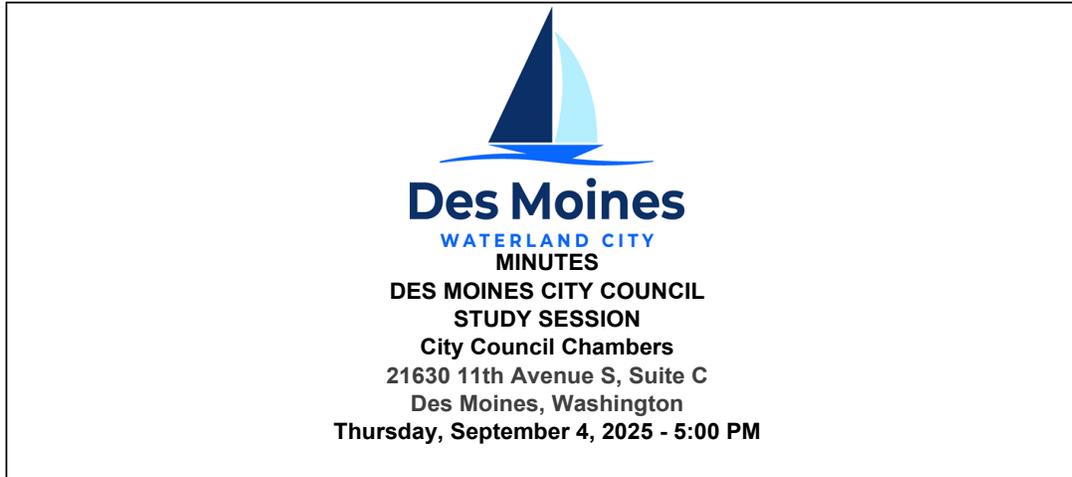
As of **September 25, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through September 11, 2025 and payroll transfers through September 5, 2025 included in the attached list and further described as follows:

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
Claims Vouchers:				
EFT's		12408	12478	2,531,332.07
Wires		3074	3091	493,765.20
AP Checks		167014	167046	64,391.48
Total Vouchers paid				3,089,488.75
Payroll Vouchers				
Payroll Checks	8/25/2025	20012	20012	875.46
Payroll Checks	8/20/2025	20013	20020	8,894.23
Payroll Advice		14779	14961	478,110.93
Total Paychecks & Direct Deposits				487,880.62
Total checks and wires for A/P & Payroll				3,577,369.37



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; 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; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Public Works Director Mike Slevin; Finance Director Jeff Friend; Planning & Development Services Manager Laura Techico; Assistant City Attorney Matt Hutchins; City Engineer Tommy Owen; City Prosecutor Tara Vaughn; IT Director Chris Pauk; Administrative Coordinator Laura Hopp; and City Clerk Taria Keane

Staff Via Zoom:

Community Development Director Rebecca Deming

Study Session Minutes
September 4, 2025

COMMITTEE OF THE WHOLE ITEMS

- Item 1: SUSTAINABLE AIRPORT MASTER PLAN UPDATE
- Community Development Director Rebecca Deming, along with Legislative Advocate Anthony Hemstad, presented a PowerPoint on the Sustainable Airport Master Plan update.

Following the presentation, the Council provided feedback and direction to the staff.

- Item 2: DISCUSSION ON COMMITTEE OF THE WHOLE PILOT
- Council discussed opinions regarding the Committee structure. The Committee of the Whole pilot discussion will be brought back in early 2026.

The meeting adjourned at 5:44 p.m.

CITY COUNCIL STUDY SESSION

6:00 p.m. - 10:00 p.m.

CALL TO ORDER

Mayor Traci Buxton called the City Council Study Session to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Gene Achziger.

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; Assistant City Manager Adrienne Johnson-Newton; Director of Administrative

Study Session Minutes
September 4, 2025

Services Bonnie Wilkins; Police Chief Ted Boe; Harbormaster Scott Wilkins; Public Works Director Mike Slevin; Finance Director Jeff Friend; Planning & Development Services Manager Laura Techico; Assistant City Attorney Matt Hutchins; City Engineer Tommy Owen; City Prosecutor Tara Vaughn; Administrative Coordinator Laura Hopp; and City Clerk Taria Keane

CORRESPONDENCE

- There was no additional correspondence outside of the emails already received by Council.

COMMENTS FROM THE PUBLIC

- Bettina Carey, Marina Steps
- Melanie Barlow, Marina Steps
- Lee Tomlin, Marina Steps
- Victoria Andrews, Marina Steps
- Bill Linscott, Marina Steps
- Katie Paulson, Amenity Rentals
- Charlene Bacalzo, 223rd and Marina Steps
- Liz Daldalian, Amenity Rentals
- Jayme Wagner, Marina Steps
- Vic Pennington, Marina Steps
- Matt Pina, Marina Steps
- Joslyn Vekich, Amenity and Short-term Rentals
- Annie Pantzke, Amenity Rentals
- Catherine Dupras, Amenity Rentals
- Kaydee Kalaluhi, Amenity Rentals

DISCUSSION ITEMS

- Item 1: PRESENTATION BY HIGHLINE SCHOOL DISTRICT ABOUT PACIFIC MIDDLE SCHOOL
- Public Works Director Mike Slevin and City Engineer Tommy Owen presented a PowerPoint, along with Ellie Daneshnia the Executive Director of Capital Planning & Construction with Highline Public Schools, Robin Brown the Senior Project Director with Vanir, and Katie Pond the Principal Architect with Hutteball + Oremus Architecture, on the Pacific Middle School Project.
- Item 2: INTERLOCAL AGREEMENT WITH HIGHLINE SCHOOL DISTRICT
- City Engineer Tommy Owen presented a PowerPoint to Council regarding the Interlocal Agreement with Highline School District.

Study Session Minutes
September 4, 2025

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Interlocal Agreement with Highline School District for the 24th Avenue South street improvements fronting Highline School District property known as Pacific Middle School, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as Submitted; seconded by Councilmember Matt Mahoney.
Motion passed 7-0.

Item 3: DRAFT ORDINANCE 25-001 SHORT TERM RENTALS; AMENITY RENTALS

- City Prosecutor Tara Vaughn presented a PowerPoint on the Draft Ordinance 25-001, Short Term Rentals; Amenity Rentals.

Following the presentation the Council provided recommendations to staff.

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to pass Draft Ordinance No. 25-001 to a second reading at the next available City Council meeting; seconded by Councilmember Matt Mahoney.
Motion passed 7-0.

At 7:55 p.m. Council took a 5 minute break and resumed the meeting at 8:00 p.m.

Item 4: DES MOINES MARINA STEPS (DMMS) FUNDING AND BIDDING UPDATE

- Public Works Director Mike Slevin and Finance Director Jeff Friend presented a PowerPoint on the Des Moines Marina Steps Funding and Bidding Update.

Direction/Action

Motion made by Councilmember Matt Mahoney to authorize the Public Works Department to publicly bid the DMMS project to construct as presented with deductive alternates for the vertical play area and spray park as soon as practicable and to approve the funding of the project with the funding sources as shown in the attached presentation; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 4-3.

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

Against: Councilmember JC Harris, Councilmember Yoshiko Grace

Study Session Minutes
September 4, 2025

Matsui, and Councilmember Gene Achziger.

NEXT MEETING DATE

September 11, 2025 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Gene Achziger to adjourn; seconded by Councilmember Matt Mahoney.
Motion passed 7-0.

The meeting adjourned at 9:33 p.m.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Comprehensive Plan Periodic Update

FOR AGENDA OF: September 25, 2025

ATTACHMENTS:

- 1. Draft Ordinance 25-087
- 1. [Exhibit A - Imagine Des Moines 2044](#)
- 2. [Exhibit B - Land Use Map](#)

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: September 15, 2025

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance _____
- Human Resources _____
- Legal _____
- 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 Council to adopt Ordinance 25-087 adopting the 2024 periodic update to the Des Moines Comprehensive Plan.

Suggested Motion

Motion: "I move to adopt draft Ordinance 25-087 adopting 2024 periodic update to the Des Moines Comprehensive Plan."

Background

The Des Moines Comprehensive Plan is a policy document that describes how the City will manage its growth and provide necessary services and facilities over a 20-year planning horizon (Year 2044). Des Moines is designated as a High Capacity Transit Community and needs to plan for an additional 3,800 housing units, 2,380 new jobs and 726 net new permanent Emergency Housing Units by 2044.

The comprehensive plan includes 12 elements that address community characteristics; land use; transportation; conservation and environment; capital facilities, utilities and public services; parks,

recreation and open space; housing; economic development; neighborhoods (North Central, Marina District and Pacific Ridge); and health. Each element includes a general summary of existing conditions along with goals and policies, and implementation strategies that indicate how the city, programs, and priorities will implement the Plan’s goals and policies.

The periodic update requires a thorough review of each element of the Plan to ensure it reflects new laws and requirements, demonstrates capacity to meet our growth targets, responds to changing conditions within the community and addresses agency, tribal, and community interests expressed via our public outreach efforts.

To help frame the scope of our update, our consultant AHBL completed a review of the existing comprehensive plan and development regulations for consistency with the Washington State Department of Commerce’s update checklists, legislative amendment to the Growth Management Act (GMA), Vision 2050 and Countywide Planning Policies (CPPs), and identified updates needed to comply with these requirements.

Council History

- 6/22/2023: Economic Development Committee Briefing
- 7/13/2023: City Council Briefing
- 1/25/2024: Economic Development Committee Update (Timeline)
- 3/28/2024: Economic Development Committee Presentation (Introduction and Land Use Elements)
- 4/11/2024: Environment Committee Presentation (Conservation and Environment Element)
- 4/25/2024: Economic Development Committee Presentation (Economic Development, North Central Neighborhood, Marina District, and Pacific Ridge Elements)
- 5/9/2024: Environment Committee (Conservation and Environment Element Follow-up)
- 5/9/2024: Transportation Committee (Comp Plan Briefing and Transportation Goals)
- 6/22/2024: Economic Development Committee (Comp Plan Housing Bills Update)
- 6/27/2024: Economic Development Committee (Capital Facilities, Utilities & Public Services, and Parks, Recreation & Open Space Elements)
- 7/25/2024: Economic Development Committee (Healthy Des Moines Element)
- 9/26/2024: Economic Development Committee (Housing Element)
- 4/3/2025: City Council Study Session (Introduction, Conservation & Environment, Capital Facilities, Utilities, & Public Services, Parks, Recreation & Open Space, and Healthy Des Moines Elements)
- 5/1/2025: City Council Study Session (Economic Development, North Central Neighborhood, Marina District, and Pacific Ridge Elements)
- 6/5/2025: City Council Study Session (Land Use and Housing Elements)
- 8/7/2025: City Council Meeting (Transportation Element)
- 9/11/2025: City Council Meeting (Public Hearing)

Public Outreach

Dedicated Website: <https://imaginedesmoines2044.com/>
Public Survey open from 7.27.23 – 12.4.23 with 482 Responses
Booth at Farmers Market & National Night Out
City Currents Articles

Discussion

As part of the Comprehensive Plan Update, the project team incorporated several changes to the 2015 Comprehensive Plan to align with current regional and State guidance and meet updated requirements. Additionally, the updates incorporate community input.

The project team referenced the following regional and State guidance and requirements in updating the Des Moines Comprehensive Plan:

- [Periodic Update Checklist for Fully-Planning Cities](#), Washington State Department of Commerce (Revised November 2023)
- [VISION 2050 PLANNING RESOURCES – Plan Review Manual](#), Puget Sound Regional Council (PSRC), (Updated September 2022)
- [VISION Consistency Tool for Local Comprehensive Plans](#), PSRC (Updated September 2022)
- [Countywide Planning Policies, King County](#) (Updated November 2023)

Chapter 1: Introduction

The Introduction provides information about our community along with an overview of the Growth Management Act (GMA), Countywide Planning Policies (CPPs), Vision 2050, and the comprehensive plan. The Comprehensive Plan is a twenty (20) year plan that articulates the community’s vision and values. The plan also addresses the targeted population, housing, and employment growth through 2044 and how facilities and services will accommodate that growth.

Chapter 2: Land Use Element

The Land Use Element (LUE) addresses the general location and distribution of land uses within the City, the design and quality of the built environment, and provides the framework for other Plan Elements. The goals, policies, and strategies listed in this element are meant to promote land use decisions and zoning to create future development opportunities in suitable locations for the next 20 years. Key considerations to be covered in the LUE are outlined in RCW 36.70A.070(1).

Chapter 3: Transportation Element

Transportation is one of 14 statewide planning goals under the GMA. Per RCW 36.70A.020(3), GMA encourages local jurisdictions, through comprehensive plans and development regulations, to provide efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans. GMA transportation related goals include:

- **Transportation:** Encourage efficient multimodal transportation systems that will reduce greenhouse gas emissions and per capita vehicle miles traveled and are based on regional priorities and coordinated with county and city comprehensive plans.
- **Public facilities and services:** Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.
- **Climate change and resiliency:** Ensure that comprehensive plans, development regulations, and regional policies, plans, and strategies adapt to and mitigate the effects of a changing climate; support reductions in greenhouse gas emissions and per capita vehicle miles traveled; prepare for climate impact scenarios; foster resiliency to climate impacts and natural hazards; protect and enhance environmental, economic, and human health and safety; and advance environmental justice.

Chapter 4: Conservation and Environment Element

The Conservation and Environment Element contains goals, policies, and implementation strategies aimed at environmental stewardship and protecting the City’s environmental assets, with particular emphasis on environmentally critical areas, shorelines, surface and groundwater quality, and climate change. The Washington State Growth Management Act mandates the protection of aquifer recharge

areas, fish and wildlife habitat conservation areas, flood hazard areas, geologically hazardous areas, wetlands, and stream corridors while the Shoreline Management Act provides for the protection of shorelines. Recognizing that a substantial portion of the City is located in geologically hazardous areas, this element also addresses the health of ecological functions, public safety, and protection from natural dangers, including erosion, landslides, and seismic hazards.

Chapter 5: Capital Facilities, Utilities, and Public Services Element

The Capital Facilities, Utilities, and Public Services Element discusses facilities needed for public services that will support planned population and employment growth. The GMA sets out statutory requirements for local governments in planning for Capital Facilities. In addition, the rules in Washington Administrative Code (WAC) 365-196-415 provide guidance to meet the requirements. Additional direction has been provided by the Growth Management Hearings Board. By planning ahead to identify which facilities will be needed, the City is better able to ensure that expectations for quality of service can be met. The direction, goals, policies and implementation strategies in this element guide the City to ensure facilities adequately support new development, address any system deficiencies, and maintain established Level of Service standards.

Chapter 6: Parks, Recreation, and Open Space Element

Per RCW 36.70A.020(5), the GMA encourages local jurisdictions, through comprehensive plans and development regulations, to retain open space and green space, enhance recreational opportunities, enhance fish and wildlife habitat, increase access to natural resource lands and water, and develop parks and recreation facilities. Additionally, to ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

Chapter 7: Housing Element

This Housing Element contains the goals and policies that identify steps the City of Des Moines can take in response to housing issues found within the community. These steps are intended to ensure the vitality of the existing residential stock, estimate current and future housing needs, and provide direction to implement programs that satisfy those needs consistent with the goals and requirements of the GMA.

Chapter 8: Economic Development Element

Des Moines' Economic Development Element establishes the goals, policies, and strategies for economic growth and vitality that will enhance the City's branding, marketing, and quality of life. A healthy economy plays an important role in ensuring that Des Moines is a vibrant and sustainable community for living and working. This element describes Des Moines' economic role locally and identifies appropriate partnerships within the South King County and the Central Puget Sound regional economy. It discusses the importance of economic development to address priorities and needs of the community while accommodating employment growth targets (2,380 new jobs) by the year 2044.

Chapter 9: North Central Neighborhood Element

The North Central Neighborhood is Des Moines' primary location dedicated for office, research and development, manufacturing, distribution, and large-scale industrial development. It is envisioned as a thriving center for trade-related activity that generates new family wage jobs and revenue for the City and advances the region's vitality by linking businesses to world markets via Sea-Tac Airport.

Chapter 10: Marina District Element

The Marina District Neighborhood encompasses the Downtown central business district, Marina, and Beach Park. It is the historic and cultural center for Des Moines. The neighborhood is developed with a variety of land uses, including commercial, professional office, single family, multifamily, mixed-use, and recreational uses. A number of buildings in the neighborhood are not well-maintained or in a state of

disrepair, and several are vacant or have minimal physical improvements.

Chapter 11: Pacific Ridge Element

This element was the outgrowth of the Pacific Ridge Neighborhood Improvement Plan and SEPA Planned Action that was completed in the 2000-2001 timeframe. The City envisioned a complete transformation of this neighborhood into a vibrant urban village that could accommodate much of the City's future job and housing growth. The Plan and Element are complemented by the Pacific Ridge Neighborhood Design Guidelines that promote economic investment, quality design, character, pedestrian amenities, open space and safety.

Chapter 12: Healthy Des Moines Element

The Healthy Des Moines Element is considered an optional element and not required under the GMA. However, the GMA requires us to review and update the City's Comprehensive Plan every 10 years and update all the City's elements/chapters. The Healthy Des Moines Element establishes goals, policies and strategies related to healthy food access, community gardens, nutrition standards for City programs, safe routes to school and complete streets.

The City Council voted at the September 11, 2025, meeting to incorporate the requested land use map changes received during the Public Hearing into the Land Use Map. This has been updated within Figure 2.1 and 3-2 within the Comprehensive Plan as well as shown on Attachment B – Land Use Map.

Alternatives

None provided.

Financial Impact

No financial impact. However, when the City of Des Moines has a certified Comprehensive Plan, the City is eligible for various grants.

Recommendation/Concurrence

Staff recommends adopting the Draft Ordinance adopting the 2024 periodic update to the Des Moines Comprehensive Plan.

CITY ATTORNEY'S FIRST DRAFT

DRAFT ORDINANCE NO. 25-087

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the 2024 periodic update to the Des Moines Comprehensive Plan and amending DMMC 18.05.050, 18.05.060 and 18.25.120.

WHEREAS, the 1990 Growth Management Act is codified in Chapter 36.70A RCW and requires that each jurisdiction produce a Comprehensive Plan that contains, at a minimum, elements pertaining to land use, transportation, capital facilities, housing, and utilities, and

WHEREAS, the most recent major periodic update to the Des Moines Comprehensive Plan was adopted by the City Council on June 25th, 2015 by enactment of Ordinance No. 1623, and

WHEREAS, there have been subsequent amendments to the Des Moines Comprehensive Plan, and

WHEREAS, each amendment of the Comprehensive Plan was processed in accordance with the requirements of the State Environmental Policy Act and public hearings were conducted in accordance with law, and

WHEREAS, the Growth Management Act requires, among other things, that "cities ... take action to review and, if needed, revise their **comprehensive plans** and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan," and

WHEREAS, the City of Des Moines is required to conduct a periodic update of its comprehensive plan and development regulations, pursuant to RCW 36.70A.130(1), and

WHEREAS, public engagement and participation was gathered in many different ways including meetings, development and maintenance of a project website, and a survey, and

WHEREAS, the goals and policies for growth and the provision of services are guided by GMA requirements and are based in part upon state and regional goals, and reflect the vision and goals of elected officials, and

WHEREAS, during the course of developing the proposed Comprehensive Plan, various means of public outreach were used including, but not limited to, public meetings, a comprehensive plan webpage, booths at various events, notification of public hearings, and

WHEREAS, notice of the public hearing before the City Council was given to the public in accordance with law and a public hearing was held on the 11th day of September 2025, and all persons wishing to be heard were heard, and

WHEREAS, the Des Moines Community Development Director acting as the SEPA responsible official issued a determination of nonsignificance (DNS) on the 12th day of August 2025 and the accompanying comment and appeal periods have lapsed, and

WHEREAS, proper and timely notice was given to the Washington State Department of Commerce of these amendments as required by Chapter 36.70A RCW, and

WHEREAS, the City Council finds that the amendments contained in this ordinance are appropriate and necessary for the preservation of the public health, safety, and welfare; now therefore,

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

Sec. 1. DMMC 18.05.050 and section 19 of Ordinance No. 1591 as amended by section 1 of Ordinance No. 1623 as amended by section 1 of Ordinance No. 1664 as amended by section 1 of Ordinance No. 1712 as amended by section 1 of Ordinance No. 1731 as amended by section 1 of Ordinance No. 1775 are each amended to read as follows:

Preferred land use map designation. The map filed in the City Clerk's office and marked Exhibit "B" to ~~Ordinance No. 1469 and adopted November 12, 2009, as amended by Exhibit "B" to Ordinance No. 1528, as amended by Exhibit "B" to Ordinance No. 1551, as amended by Exhibit "B" to Ordinance No. 1623, as amended by Exhibit "B" to Ordinance No. 1664, as amended by Exhibit "B" to Ordinance No. 1712, as amended by Exhibit "B" to Ordinance No. 1731 is amended as described in Exhibit "A" to Ordinance No. 1775~~

~~and this ordinance~~ constitutes the comprehensive land use map, also referred to as the ~~preferred~~ land use map, for the City. The map referenced herein supersedes all previously adopted ~~preferred~~ land use maps.

Sec. 2. DMMC 18.05.060 and section 20 of Ordinance 1591 as amended by section 2 of Ordinance No. 1623 are each amended to read as follows:

Adoption of Comprehensive Plan. The document consisting of 12 chapters, entitled "Imagine Des Moines 2044" and attached as Exhibit "A" to ~~Ordinance No. 1623 as amended by Section 20 of Ordinance No. 1591~~this ordinance is adopted by reference and constitutes the Comprehensive Plan for the City.

Sec. 3. DMMC 18.25.120 and section 3 of Ordinance 1623 as amended by section 2 of Ordinance No. 1664 as amended by section 2 of Ordinance No. 1712 as amended by section 2 of Ordinance No. 1731 as amended by section 1 of Ordinance No. 1746 are each amended to read as follows:

Comprehensive ~~p~~Plan amendments. There is adopted by reference a Comprehensive Plan, on file with the City Clerk, as subsequently amplified, augmented and amended pursuant to the provisions in this Title, as identified below.

- (1) Chapter 1: Introduction;
- (2) Chapter 2: Land Use Element;
- (3) Chapter 3: Transportation Element;
- (4) Chapter 4: Conservation and Environment Element;

~~— (a) 2019 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Ordinance No. 1731.~~

- (5) Chapter 5: Capital Facilities, Utilities, and Public Services Element;

~~(a) 2018 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Ordinance No. 1712;~~

(6) Chapter 6: Parks, Recreation, and Open Space Element;

~~(a) 2016 Amendment: This element of the Comprehensive Plan is amended as described in Exhibit "A" to Ordinance No. 1664.~~

~~(b) 2018 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Ordinance No. 1712;~~

~~(c) 2019 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Ordinance No. 1731.~~

~~(d) 2020 Amendment: Selected portions of this element of the Comprehensive Plan are amended as described in Exhibit "A" to Draft Ordinance No. 20-044.~~

(7) Chapter 7: Housing Element;

(8) Chapter 8: Economic Development Element;

(9) Chapter 9: North Central Neighborhood Element;

(10) Chapter 10: Marina District Element;

(11) Chapter 11: Pacific Ridge Element;

(12) Chapter 12: Healthy Des Moines Element;

~~(13) Appendix A: City of Des Moines Buildable Lands Report;~~

~~(14) Appendix B: Transportation Technical Memorandum;~~

~~(15) Appendix C: City of Des Moines Housing Inventory and Needs Assessment.~~

Sec. 4. Severability - Construction.

Draft Ordinance No. 25-087
Page 5 of 5

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

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

Sec. 5. Effective date. This ordinance shall take effect and be in full force 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:

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Confirmation of City Manager’s Re-
appointment of Lisa Leone to the Municipal Court
Judge Position

FOR AGENDA OF: September 25, 2025

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: September 15, 2025

ATTACHMENTS:

- 1. Employment Agreement

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance _____
- Human Resources *AG*
- 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 seek City Council confirmation of the City Manager’s re-
appointment of Lisa Leone to the Municipal Court Judge position.

Suggested Motion

Motion: “I move to confirm the City Manager’s re-appointment of Lisa Leone to the Municipal
Court Judge position effective January 1, 2026 through December 31, 2029.”

Background

Judge Leone was confirmed by the City Council to fill former Judge Alicea-Galvan’s unexpired term from May 11, 2015 through December 31, 2017. She was re-appointed in 2017 for another four-year term through December 31, 2021 and then again from January 1, 2022 through December 31, 2025.

Pursuant to DMMC 2.28.030, the City Manager appoints the Municipal Court Judge to a 4 year term, subject to confirmation by the City Council.

Discussion

Judge Leone is qualified and willing to accept the 4-year re-appointment, with an expiration date of December 31, 2029. Judge Leone will continue to have all of the duties, responsibilities, and authorities of Municipal Court Judge.

Judge Leone has dutifully held the position of Des Moines Municipal Court Judge since 2015. Throughout her tenure she has instituted numerous programs to enhance community-based justice; including DUI Court and adaptation to the challenges of COVID by creating a virtual court.

Financial Impact

None. Funds are budgeted for this position.

Recommendation

The City Manager recommends confirmation of this appointment.

Employment Agreement for City of Des Moines Municipal Court Judge

This Employment Agreement (Agreement) is entered into between Lisa M. Leone (Municipal Court Judge) and the City of Des Moines (City), by and through its City Manager, Katherine Caffrey, relating to her service as the Municipal Court Judge for the City of Des Moines.

Section 1. TERM OF OFFICE

The Judge's term of office shall be four years, as provided in Revised Code of Washington 3.50.050. The effective date of the Judge's term is January 1, 2026, and this Agreement shall terminate on December 31, 2029.

Section 2. JUDICIAL DUTIES

The Judge shall perform all duties legally prescribed for a judicial officer according to state law, the requirements of the Code of Judicial Conduct, and Washington State court rules. GR 29(1)(2). The Judge is a "Presiding Judge" within the meaning of General Rule (GR) 29 of the Washington State Court Rules, which governs her duties and authority, notwithstanding any provision herein to the contrary. The Judge shall supervise the daily operations of the court and all personnel assigned to perform court functions in accordance with the provisions of GR 29 and RCW 3.50.080. The Judge shall hear or assign all cases within the jurisdiction of the City's Municipal Court, and take other actions to fulfill the obligations of the Court as established by State law or City ordinances. The Judge is charged with court scheduling to ensure that the time spent by the Municipal Judge together with time spent by Pro Tem judges does not exceed thirty-four (34) hours per week. The budget for the court shall include pro tem costs. Approved education leave and vacation leave are not included in calculation of judicial time.

Section 3. JUDICIAL INDEPENDENCE

The Court is an independent branch of government. The principle of judicial independence allows judges to conduct the court and rule in a way that assures the checks and balances foreseen by the Constitution when it set up the three branches of our government. The Judge must be accorded independence from the Executive and Legislative branches when performing her judicial responsibilities and nothing contained herein shall be construed to interfere with the Judge or any judge acting on behalf of the City when performing judicial functions. The Executive and Legislative branches should avoid any actions that would impose or infringe upon the lawful exercise of judicial discretion, including but not limited to, the Judge's sentencing decisions and philosophies. Under no circumstances shall judicial retention decisions be made on the basis of a judge's or a court's performance relative to generating revenue from the imposition of legal financial obligations. GR 29(1)(3).

Notwithstanding the doctrine of judicial independence, the Parties acknowledge that there is a need for coordination among the Executive, Judicial, and Legislative branches of City government as all three branches have a shared responsibility for the equality of the criminal justice system. The effectiveness of the checks and balances between the branches of government depends upon the quality and degree of coordination between the three branches. The parties acknowledge that communication and reporting are important aspects of the

constitutional checks and balances, that such interactions should not be viewed as infringing upon the Judge's independence.

Section 4. COURT ADMINISTRATION

In accordance with GR 29, the Judge shall supervise the daily operation of the court, including: all personnel assigned to perform court functions; all personnel employed by the judicial branch of government including but not limited to working conditions, hiring, discipline, and termination decisions, except wages or benefits directly related to wages; provided, however, that court employees are subject to City personnel rules and regulations established by the City Council. Day-to-day personnel management and financial administration of the Court shall be administered by the Director of Court Administration, who reports to and acts under the general supervisory authority of the Judge. The Judge shall appoint Pro Tem Judges as provided in RCW 3.50.090 and GR 29 for vacation, affidavits of prejudice, recusal from a pending case, illness and approved judicial education and training.

Section 5. PROFESSIONAL REQUIREMENTS

1. The Judge shall have at last four years of experience as a judge;
2. The Judge shall be an attorney admitted to practice law before the courts of record for the State of Washington and must immediately report to the City any change affecting the maintenance of membership in good standing of the Washington State Bar Association;
3. The Judge will keep current on legal issues relevant to the Municipal Court, including regular attendance at continuing legal education programs emphasizing such matters;
4. The Judge shall comply with the Code of Judicial Conduct and be subject to ethics laws applicable to the office;
5. The Judge agrees to not participate as a lawyer in any case adverse to the City of Des Moines or the Des Moines Police Department nor appear as a defense attorney in the Des Moines Municipal Court for two years after the expiration or termination of this contract;
6. The Judge must recuse herself from any and all matters involving elected or appointed officials.

Section 6. COMPENSATION AND BENEFITS

Pursuant to GR 29, and in accordance with RCW 3.50.00, the Judge's salary shall be fixed by ordinance in accordance with RCW 3.50.080, and the salary shall not be diminished during the term of office. GR 29(1)(1). Compensation for services at thirty four (34) hours per week in the position of Municipal Court Judge is set at \$ 208,654.31, which represents the current compensation as determined by the Washington Citizens' Commission on Salaries for Elected Officials, computed as ninety-five percent (95%) of a district court judge for an equivalent work week of thirty-four (34) hours. Subsequent annual adjustments to the Municipal Court Judge's compensation shall be made consistent with the amendments or changes to district court judges as determined by the Washington Citizens' Commission on Salaries for Elected Officials. The

Judge shall accrue sick leave at 6.8 hours per month. Given her current length of employment, she shall accrue vacation at a rate of sixteen (16) hours per month as well as twenty-four (24) hours floating holiday. The employment status of the Judge is considered to be “exempt” under the regulations of the Fair Labor Standards Act and the Judge is considered a “department director” for the purposes of calculating all other vacation benefits.

Section 7. COMMUNICATIONS & TRAVEL COSTS

The Judge shall be issued a city owned computer and cell phone for official use away from Des Moines City Hall and will be reimbursed for use of her private vehicle for City business purposes at the rate published annually by the IRS.

Section 8. OTHER EMPLOYMENT BENEFITS

Except as otherwise provided in this Employment Agreement, the Municipal Court Judge is granted employment benefits in accordance with the Personnel Manual of the City, as presently constituted or as may be subsequently amended.

Section 9. PERSONNEL MANUAL

The provisions of the Personnel Manual of the City are applicable to the Municipal Court Judge where not in conflict with the provisions of this Employment Agreement or her responsibilities and duties under GR 29. Ms. Leone acknowledges receipt of a copy of the Personnel Manual.

Section 10. INDEMNIFICATION

As a condition of Employee’s employment, Employer agrees that it shall defend, hold harmless and indemnify Employee against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee’s duties. This indemnification and hold harmless shall continue after Employee’s cessation of employment but only insofar as it relates back to claims, demands, suits, judgements and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of her authority as Municipal Court judge and fully cooperating in the defense of any such claims and suits.

Section 11. PROFESSIONAL MEMBERSHIPS

The City agrees to pay, to the extent of funds budgeted and approved annually for such purposes, the professional dues and subscriptions necessary for the Municipal Court Judge’s participation in state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the City.

Section 12. PROFESSIONAL CONFERENCES

The City agrees to pay, to the extent of funds budgeted and approved annually for such purposes, the travel and subsistence expenses of the Municipal Court Judge for professional and official

travels, meetings, and occasions adequate to continue her professional development and to adequately pursue necessary official and other functions for the City.

Section 13. TERMINATION AND DISCIPLINE

The Judge may only be admonished, reprimanded, censured, suspended, removed, or retired during the Judge's term of office only upon action of the Washington State Supreme Court, as provided in article IV, section 31 of the Washington State Constitution. GR 29(1)(4).

Section 14. VOLUNTARY SEPARATION

In the event the Municipal Court Judge elects to voluntarily resign her position or retire, she shall give the City Manager thirty (30) days advance written notice. The purpose of this section is to permit the City Manager to search for and hire a successor. The Municipal Court Judge shall make a good-faith effort to provide ninety (90) days notice. No penalty to the Municipal Court Judge shall occur for not providing more than thirty (30) days notice. The City Manager shall have sole discretion to waive or reduce the thirty (30) day notice requirement.

Section 15. ELIMINATION OF MUNICIPAL COURT JUDGE POSITION

If, upon the expiration of this Agreement, the City Council takes action to remove the Municipal Court Judge position from the City of Des Moines budget, Ms. Leone shall be entitled to ninety (90) days advance notice and payment of salary and benefits during the advance notice period.

Section 16. ENTIRE AGREEMENT

This Employment Agreement contains the entire agreement of the parties and this Employment Agreement shall not be modified by any oral understanding inconsistent with its provisions. This Employment Agreement may be modified by written agreement or addendum.

Section 17. ASSIGNMENT

Neither the Judge nor the City shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

Section 18. SEVERABILITY

If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect any other provisions or applications of the Agreement. The invalid provision shall be modified to the extent necessary to render it enforceable.

IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Employment Agreement, the parties have affixed their signatures on the dates indicated.

CITY OF DES MOINES

Katherine Caffrey, City Manager

Lisa M. Leone

Date

Date

Approved as to form:

Tim George, City Attorney

Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Works Maintenance Equipment Purchase

AGENDA OF: September 25, 2025

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: September 11, 2025

- 1. PW Maintenance Equipment Purchase Orders #131, 132, 133

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to approve the purchase of new maintenance equipment including the necessary options. The purchase orders for these purchases are included as Attachment 1. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to approve the purchase of equipment identified in Attachment 1 for a total estimated amount of \$170,000 and to authorize the City Manager or the City Manager's designee to sign the purchase order at the time they are created."

Background

The equipment purchases include:

- John Deere Z994R Diesel Commercial ZTrak w/Material Collection System
- Tow Behind Blower \$35,486.73

- John Deere 17 P-Tier Compact Excavator w/attachments \$42,438.23
- John Deere Skid Steer Loader w/attachments \$91,986.32

Discussion

The above listed equipment replaces a mixture of old unserviceable and the purchase of new first time items. These items are necessary for the maintenance and operations of the Parks throughout the city. New equipment, such as the Skid Steer loader will allow for more efficient work, and maximizes the work that can be accomplished with our limited staffing.

Alternatives

The council could decide not to approve the purchase of the equipment identified in Attachment 1 and direct staff to revisit the purchase in the anticipated 2026 Budget.

Financial Impact

The funding for these items is identified from the King County Parks Levy dollars which will be transferred to the Vehicle Replacement Fund to support estimated expenditures.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

Not Applicable

CITY OF DES MOINES

Finance Division
 21630 11TH Avenue South
 Des Moines WA 98198-6317
 Phone 206.870.6511 Fax 206.870.6540



PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 09/03/2025 #131

TO:
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
Delivering Dealer: Pape Machinery, Inc.
 Scott Nordeen
 2700 136th Ave Ct E
 Sumner, WA 98390
 Phone: (253)863-4436 snordeen@papemachinery.com

SOLD TO/SHIP TO:
 City of Des Moines
 PW Service Center
 2255 S 223rd St
 Des Moines, WA 98198-6317
 (206)870.6556

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
09/03/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		John Deere 17 P-Tier Compact Excavator w/attachments See Quote ID: 33225807		\$38,510.19

Authority: At the direction of the Des Moines City Council, taken at an Open public meeting on 09/25/2025. If approved, this will be used as intent to reserve and purchase the equipment.	SUBTOTAL	\$38,510.19
	10.2% SALES TAX	\$ 3,928.04
	SHIPPING & HANDLING	
	OTHER	
	TOTAL	\$42,438.23

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
 CHARGE TO DM CITY CODE: 50106006.564410

Ordered by: Adam O'Donnell
 Date: 09.03.2025

M.P.S.C.
 Authorized by: Michael P Slevin III, P.E.
 PW Director
 Date: 3 Sep 2025
 09.03.2025

CITY OF DES MOINES

Finance Division
 21630 11TH Avenue South
 Des Moines WA 98198-6317
 Phone 206.870.6511 Fax 206.870.6540



PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: PBPW 09/03/2025 #132

TO:

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
Delivering Dealer: Pape Machinery, Inc
 Scott Nordeen
 2700 136th Ave Ct E
 Sumner, WA 98390
 Phone: (253)863-4436 snordeen@papemachinery.com

SOLD TO/SHIP TO:

City of Des Moines
 PW Service Center
 2255 S 223rd St
 Des Moines, WA 98198-6317
 (206)870.6556

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
09/03/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1TC994RGARS080039	John Deere Z994R Diesel Commercial ZTrak		\$16,550.38
1		John Deere 14 Bushel 3-Bag Material Collection System		\$ 4,932.73
1	BT-CKB23	Buffalo Turbine tow behind blower 23 hp (see attached quote id: 33161584)		\$ 10,719.00

Authority: At the direction of the Des Moines City Council, taken at an Open public meeting on 09/25/2025. If approved, this will be used as intent to reserve and purchase the equipment.

SUBTOTAL	\$32,202.11
10.2% SALES TAX	\$ 3,284.62
SHIPPING & HANDLING	
OTHER	
TOTAL	\$35,486.73

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:

CHARGE TO DM CITY CODE: 50106006.564410

Ordered by:
Adam O'Donnell

Date
09.03.2025

M. P. Stevin III *3 Sep 2025*
 Authorized by: Michael P Stevin III, P.E.
 PW Director

Date
09.03.2025

CITY OF DES MOINES
Finance Division
21630 11TH Avenue South
Des Moines WA 98198-6317
Phone 206.870.6511 Fax 206.870.6540



PURCHASE ORDER

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

P.O. NUMBER: BPBW 09/03/2025 #133

TO:
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
Delivering Dealer: Pape Machinery, Inc
 Scott Nordeen
 2700 136th Ave Ct E
 Sumner, WA 98390
 Phone: (253)863-4436 snordeen@papemachinery.com

SOLD TO/SHIP TO:
 City of Des Moines
 PW Service Center
 2255 S 223rd St
 Des Moines, WA 98198-6317
 (206)870.6556

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
09/03/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	1T0324GKPRJ470300	John Deere 324G Skid Steer Loader		\$60,814.60
1		John Deere GR78B Rock/Brush Grapple		\$ 6,689.08
1		John Deere Heavy Duty 45 In. Frame and Set of Forks		\$ 1,296.88
1	1T0RC72BLN0001880	John Deere RC27B Rotary Cutter		\$ 9,673.20
		John Deere PA30B Planetary Drive Auger		\$ 4,998.40
See attached quote I.D.: 33090931				

Authority: At the direction of the Des Moines City Council, taken at an Open public meeting on 09/25/2025. If approved, this will be used as intent to reserve and purchase the equipment.

SUBTOTAL	\$83,472.16
10.2% SALES TAX	\$ 8,514.16
SHIPPING & HANDLING	
OTHER	
TOTAL	\$91,986.32

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

INTERNAL INSTRUCTIONS:
 CHARGE TO DM CITY CODE: 50106006.564410

Ordered by:
 Adam O'Donnell

Date
 09.03.2025

M.P.Slevin
 Authorized by:
 Michael P Slevin III, P.E.
 PW Director

Date
 09.03.2025

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Property Acquisition: Wooton Park
Open Space

AGENDA OF: September 25, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: September 17, 2025

ATTACHMENTS:

- 1. Purchase and Sale Agreement
- 2. Parcel Map

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance *MM*
- Human Resources _____
- Legal */s/TG*
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works *Thomas Owen*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to ratify and approve the agreements with Seongho Lee for the purposes of acquiring two properties located along Redondo Way South in Des Moines. The parcels are shown in the map included as Attachment 2.

Suggested Motion

Motion: "I move to ratify and approve the executed agreements for the purchase of the Parcel A and Parcel B located along Redondo Way South in Des Moines, for the purchase price of \$425,000.00 plus closing costs, and direct Administration to bring forward a budget amendment reflecting the cost of the purchase."

Background

In 2024, City of Des Moines staff, with the goal of expanding Wooton Park and conserving open space, applied for Conservation Futures Tax (CFT) funding for the purchase of a parcel [Tax Parcel# 3222049183] adjacent to Wooton Park. The CFT grant was awarded to Des Moines to support the purchase of this parcel in the amount of \$159,750.00. After receiving the funding, the purchase was not able to proceed forward as the City and the property owner were unable to agree on a purchase price.

In early 2025, another opportunity for open space preservation adjacent to Wooton Park was identified when two parcels [Tax Parcels# 3222049019 & 3222049019] to the southeast of Wooton Park were listed on the real estate market with an asking price of \$890,000. Together these parcels contain 16.44 acres of undeveloped tree canopy. CFT grant administrators confirmed that the City could transfer the funding secured in 2024 for the purchase of these new parcels and could apply for additional funding under the 2026 funding cycle. At the January 30, 2025 Council meeting, staff presented the potential purchase opportunity and Council directed the City Manager to proceed with exploring grant opportunities to support the Surface Water Utilities tree preservation goals.

On February 16, 2025 the City of Des Moines signed a Purchase and Sale Agreement with the property owner contingent on appraisal valuation and grant award. After the Purchase and Sale Agreement was signed, continued negotiations with the property owner based on appraisal valuations resulted in an agreed purchase price of \$425,000. On July 7, 2025 the City of Des Moines received confirmation from the CFT grant administrator that Des Moines is recommended for an additional awarded amount of \$177,000.00.

With the grant funding, a total of \$336,750.00, and 25% match obligation from the Surface Water Utility, adequate funding is available to proceed to the parcel acquisition.

Discussion

Acquiring this parcel advances the greater City goal of preserving open space, increasing neighborhood park space, opportunities to create more trails, and to receive tree preservation credit under the Surface Water Management Program.

The CFT grant funds will not be available to the City until a formal agreement is signed in early 2026. The City has the option to proceed with the purchase before the grant funds are available and seek reimbursement after the grant funds are available. As both parties agreed to a purchase price of \$425,000.00 and are under a Purchase and Sale Agreement, it is recommended to proceed with the parcel acquisition and seek reimbursement in 2026.

Financial Impact

The purchase price of the property is \$425,000.00. The City has sought CFT grant funds that will provide partial funding for acquisition of this parcel at \$336,750.00 the remaining \$58,250.00 will be funded by the Surface Water Utility under Capital project SWCIP0037.

In order to purchase the property before grant funding is available, a budget amendment is required to cover the full purchase under the Surface Water Utility and reimburse the Utility with the grant funding in 2026.

Alternatives

- 1) The City Council could elect not to approve the agreement and direct staff to defer acquiring the parcel until grant funding is available in 2026. This is not recommended as delaying creates additional risk to the agreement and could result in the City not acquiring the property.
- 2) The City Council could elect to not proceed with the parcel acquisition at this time. This is not recommended as the opportunity for purchase is currently open and grant funding is available.

Recommendation

Staff recommends approval of the proposed motion.

Council Committee Review

Not applicable.

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.

b. **Earnest Money.** Buyer shall deliver the Earnest Money by the Delivery Date listed in Specific Term No. 6 (2 days after mutual acceptance if not filled in) to the party holding the Earnest Money (Buyer Brokerage Firm or Closing Agent). If sent by mail, the Earnest Money must arrive at Buyer Brokerage Firm or Closing Agent by the Delivery Date. If the Earnest Money is held by Buyer Brokerage Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Buyer Brokerage Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Buyer Brokerage Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Buyer Brokerage Firm is over \$10,000.00 Buyer has the option to require Buyer Brokerage Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If Buyer does not complete an IRS Form W-9 before Buyer Brokerage Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Buyer Brokerage Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Buyer Brokerage Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.

Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04.220, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Buyer Brokerage Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$750.00 for the costs thereof. The parties acknowledge that RCW 64.04.220 requires the court to award the Closing Agent its reasonable attorneys' fees and costs associated with an interpleader action.

c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.

d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Buyer Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior

 02/14/25

Buyer's Initials Date

 02/16/25

Seller's Initials Date

Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title. 57 58 59 60

e. Closing and Possession. This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld. 61 62 63 64 65 66 67 68 69 70

f. Section 1031 Like-Kind Exchange. If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange. 71 72 73 74 75 76 77

g. Closing Costs and Prorations and Charges and Assessments. Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent). 78 79 80 81 82 83 84 85 86 87 88

Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12. 89 90 91 92

h. Sale Information. Listing Broker and Buyer Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Buyer Broker, on request, any and all information and copies of documents concerning this sale. 93 94 95 96 97

i. Seller Citizenship and FIRPTA. Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment In Real Property Tax Act ("FIRPTA") and provide the certification to the Closing Agent within 10 days of mutual acceptance. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service. Seller shall pay any fees incurred by Buyer related to such withholding and payment. 98 99 100 101 102 103

If Seller fails to provide the FIRPTA certification to the Closing Agent within 10 days of mutual acceptance, Buyer may give notice that Buyer may terminate the Agreement at any time 3 days thereafter (the "Right to Terminate Notice"). If Seller has not earlier provided the FIRPTA certification to the Closing Agent, Buyer may give notice of termination of this Agreement (the "Termination Notice") any time following 3 days after delivery of the Right to Terminate Notice. If Buyer gives the Termination Notice before Seller provides the FIRPTA certification to the Closing Agent, this Agreement is terminated and the Earnest Money shall be refunded to Buyer. 104 105 106 107 108 109

 02/14/25

Buyer's Initials Date

 02/16/25

Seller's Initials Date

Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Buyer Broker, or at the licensed office of Buyer Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Buyer Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.

Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Buyer Broker and Buyer Brokerage Firm or both Listing Broker and Listing Brokerage Firm at the e-mail addresses specified on page one of this Agreement; (ii) Buyer Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment); or (iii) if a party is unrepresented, the e-mail is sent directly to the party's e-mail address specified on page one of this Agreement. At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.
- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. When counting backwards from Closing, any period of time measured in days shall start on the day prior to Closing and if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day, moving forward, that is not a Saturday, Sunday or legal holiday (e.g. Monday or Tuesday). If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:

 - i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed

 02/14/25

Buyer's Initials Date

 02/16/25

Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
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office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 162 163

q. Counteroffer. Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer. 164 165 166 167 168 169

r. Offer and Counteroffer Expiration Date. If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn. 170 171 172

s. Agency Disclosure. Buyer Brokerage Firm, Buyer Brokerage Firm's Designated Broker, Buyer Broker's Branch Manager (if any) and Buyer Broker's Managing Broker (if any) represent the same party that Buyer Broker represents. Listing Brokerage Firm, Listing Brokerage Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. All parties acknowledge receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 173 174 175 176 177

t. Brokerage Firm Compensation. Seller and Buyer shall pay compensation in accordance with any listing or compensation agreement to which they are a party. The Listing Brokerage Firm's compensation shall be paid as specified in the listing agreement. The compensation offered by Seller to the Buyer Brokerage Firm, if any, is set forth in Specific Term No. 18(a), and if there is any inconsistency between the Buyer Brokerage Firm compensation offered and the description of the offered compensation stated in Specific Term No. 18(a), the terms shall be as set forth in the published offer. Seller shall pay the Buyer Brokerage Firm compensation set forth in Specific Term No. 18(b). Seller and Buyer hereby consent to Listing Brokerage Firm or Buyer Brokerage Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Brokerage Firm and Buyer Brokerage Firm, as applicable, a portion of their funds in escrow equal to such compensation and irrevocably instruct the Closing Agent to disburse the compensation directly to the Firm(s). In any action by Listing or Buyer Brokerage Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third-party beneficiaries under this Agreement. 178 179 180 181 182 183 184 185 186 187 188 189

u. Subdivision. If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 190 191 192 193

v. Feasibility Contingency. Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 15 to verify the suitability of the Property for Buyer's intended use, including whether the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do so. Buyer should not rely on any oral statements concerning this made by Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive areas; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. If Buyer does not give notice of disapproval on or before the time period set forth in Specific Term No. 15, this feasibility contingency shall conclusively be deemed satisfied. If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. The Feasibility Contingency Addendum (NWMLS Form 35F), if included in the Agreement, supersedes the Feasibility Contingency in Specific Term No. 15 and this General Term v. 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215

 02/14/25

Buyer's Initials Date

 02/16/25

Seller's Initials Date Seller's Initials Date

VACANT LAND PURCHASE AND SALE AGREEMENT
General Terms

- w. Information Verification Period.** Unless satisfied/waived, Buyer shall have the time period set forth in Specific Term No. 16 (10 days after mutual acceptance if not filled in) to verify all information provided from Seller or Listing Brokerage Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within the time period set forth in Specific Term No. 16. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 216-219
- x. Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. In addition, some properties may contain soil or other contamination that is not readily apparent and may be hazardous. Brokers do not have the expertise to identify or assess defective or hazardous products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective or hazardous materials and conditions and evaluate the Property as there may be defects and hazards that may only be revealed by careful inspection. Buyer is advised to investigate whether the Property is suitable for Buyer's intended use and to ensure the water supply is sufficient to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, fire, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third-party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 221-240
- y. Fair Housing.** Seller and Buyer acknowledge that local, state, and federal fair housing laws prohibit discrimination based on sex, marital status, sexual orientation, gender identity, race, creed, color, religion, caste, national origin, citizenship or immigration status, families with children status, familial status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability, or the use of a support or service animal by a person with a disability. 241-245



02/14/25

Buyer's Initials Date



02/16/25

Seller's Initials Date

Seller's Initials Date

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): 322204-9115-05 and 322204-9019-02

PARCEL A:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., LYING EASTERLY OF THE AUBURN-REDONDO ROAD EXTENSION NO. 1;

EXCEPT COUNTY ROADS;

PARCEL B:

THAT PORTION OF GOVERNMENT LOT 3, SECTION 32, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., AND OF UNPLATED PORTION MARKED RESERVE, AS SHOWN ON THE PLAT OF REDONDO BEACH DIVISION NO. 1, ACCORDING TO THE PLAT RECORDED IN VOLUME 16 OF PLATS, PAGE 40, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE STONE MONUMENT AT THE INTERSECTION OF BEACH DRIVE AND BUCHANAN AVENUE, AS SHOWN ON SAID PLAT OF REDONDO BEACH DIVISION NO. 1; THENCE SOUTH 13°02'00" WEST 46.87 FEET; THENCE SOUTH 27°29'45" WEST 31.63 FEET; THENCE SOUTH 80°59'40" EAST 195.46 FEET; THENCE NORTH 80°32'00" EAST 48.7 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 80°32'00" EAST 100.70 FEET; THENCE SOUTH 73°04'30" EAST 205.04 FEET; THENCE SOUTH 71°39'21" EAST 375.12 FEET; THENCE NORTH 59°29'45" EAST 88.61 FEET; THENCE NORTH 66°49'45" EAST 114.63 FEET; THENCE NORTH 42°14'00" EAST 303.10 FEET; THENCE NORTH 10°25'45" EAST 106.88 FEET; THENCE NORTH 69°51'45" EAST 104.45, MORE OR LESS, TO THE EAST LINE OF SAID GOVERNMENT LOT 3; THENCE SOUTH 00°36'43" WEST ALONG SAID EAST LINE 934.58 FEET; THENCE SOUTH 89°41'54" WEST 650.75 FEET; THENCE NORTH 23°10'55" WEST 221.56 FEET; THENCE NORTH 64°32'40" WEST 245.84 FEET; THENCE NORTH 59°15'05" WEST 296.02 FEET TO A POINT FROM WHICH THE TRUE POINT OF BEGINNING BEARS NORTH 20°22'55" EAST; THENCE NORTH 20°22'55" EAST 195.11 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR AUBURN-REDONDO ROAD EXTENSION NO. 1 BY DEED RECORDED UNDER AUDITOR'S FILE NO. 2492525, RECORDS OF KING COUNTY;

AND EXCEPT THAT PORTION THEREOF CONDEMNED IN KING COUNTY SUPERIOR COURT CAUSE NO. 270654 FOR MARINE VIEW DRIVE;

ALSO EXCEPT ALL OF THAT PORTION OF THE ABOVE DESCRIBED
PROPERTY LYING WESTERLY AND NORTHWESTERLY OF MARINE VIEW
DRIVE;

AND EXCEPT COUNTY ROADS;

EXHIBIT "A"

Legal Description

TOGETHER WITH THAT PORTION OF VACATED MARINE VIEW DRIVE
SOUTH AS PROVIDED BY ORDINANCE NO. 5209, RECORDED UNDER
AUDITOR'S FILE NO. 8101130516, WHICH UPON VACATION, ATTACHED
TO SAID PROPERTY BY OPERATION OF LAW;

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

TICOR TITLE COMPANY COMMITMENT NO. 70224919



02/14/25



02/16/25

Form 31
Earnest Money Promissory Note
Rev. 3/21
Page 1 of 1

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ALL RIGHTS RESERVED

EARNEST MONEY PROMISSORY NOTE

\$ 6,700.00 Des Moines, Washington 1

FOR VALUE RECEIVED, City of Des Moines 2
Buyer

Katherine Caffrey-City Manager Signer ("Buyer") 3
Buyer

agree(s) to pay to the order of Ticor Title (Buyer Brokerage Firm or Closing Agent) 4

the sum of Six thousand seven hundred dollars Dollars 5

(\$ 6,700.00), as follows: 6

within 3 days following mutual acceptance of the Purchase and Sale Agreement. 7

* upon removal of the feasibility study 8

This Note is evidence of the obligation to pay Earnest Money under a real estate Purchase and 9

Sale Agreement between the Buyer and Seongho Lee 10

Seller ("Seller") 11

dated February 14, 2025. Buyer's failure to pay the Earnest Money 12
strictly as above shall constitute default on said Purchase and Sale Agreement as well as on this Note. 13

If this Note shall be placed in the hands of an attorney for collection, or if suit shall be brought to collect 14
any of the balance due on this Note, the Buyer promises to pay reasonable attorneys' fees, and all 15
court and collection costs. 16

Date: _____ 17

BUYER Katherine Caffrey 02/14/25 18
Authentisign

BUYER _____ 19

* "On closing" or similar language is not recommended. Use a definite date.

**APPRAISAL ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 14, 2025 1
between City Of Des Moines Katherine Caffrey-City Manager Signer ("Buyer") 2
Buyer Buyer
and Seongho Lee ("Seller") 3
Seller Seller
concerning 3022204-9019 Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **Property Access.** Seller shall permit access for an appraisal of the Property. If Buyer disclosed that Buyer is 5
obtaining a loan, Seller shall permit inspections required by lender, including but not limited to structural, pest, 6
heating, plumbing, roof, electrical, septic, and well inspections. Seller is not obligated to pay for such inspections. 7
2. **Notice of Low Appraisal.** If the appraised value of the Property (as determined by a licensed appraiser) is less 8
than the Purchase Price ("Low Appraisal") or the appraised value is conditioned on the completion and approval 9
of work orders prior to Closing ("Appraisal Work Orders"), Buyer may, within 3 days after receipt of a copy of the 10
appraisal, give notice of Low Appraisal or any Appraisal Work Orders, which includes a copy of the appraisal. 11
3. **Seller Response to Notice of Low Appraisal.** Seller shall, within 10 days after receipt of notice of Low 12
Appraisal or any Appraisal Work Orders, give notice of: 13
 - (a) A reappraisal or reconsideration of value, at Seller's expense, by the same appraiser or another appraiser, 14
acceptable to Buyer, in an amount not less than the Purchase Price; 15
 - (b) Seller's written consent to reduce the Purchase Price to an amount not more than the amount specified in the 16
appraisal; 17
 - (c) Seller's proposal to reduce the Purchase Price to an amount more than the appraised value and for Buyer to 18
pay the necessary additional funds (the amount the reduced Purchase Price exceeds the appraised value) to 19
close the sale; or 20
 - (d) Seller's rejection of Buyer's notice of Low Appraisal or Appraisal Work Orders. 21If Seller timely delivers consent to reduce the Purchase Price to an amount not more than the amount specified in 22
Buyer's appraisal, then Buyer shall be bound by Seller's response. 23
4. **Buyer's Reply.** 24
 - (a) Buyer shall have 3 days from Seller's notice of reappraisal or reconsideration of value, Seller's notice of 25
rejection of Low Appraisal or Appraisal Work Orders or, if Seller fails to respond, the day Seller's response 26
period ends, whichever is earlier, to (i) waive the appraisal contingency or (ii) terminate the Agreement, in 27
which event the Earnest Money shall be refunded to Buyer. 28
 - (b) If Seller proposes to reduce the Purchase Price to an amount more than the appraised value, Buyer shall 29
have 3 days to (i) accept and represent that Buyer has sufficient funds to close the sale in accordance with 30
this provision; or (ii) terminate the Agreement, in which event the Earnest Money shall be refunded to Buyer. 31Buyer's inaction during this reply period shall result in termination of the Agreement and return of the Earnest 32
Money to Buyer. 33
5. **Closing Date.** The Closing Date shall be extended as necessary to accommodate the foregoing times for notices. 34
6. **Waiver.** This appraisal contingency shall be deemed waived unless Buyer gives notice of Low Appraisal to Seller 35
within 60 days (20 days if not filled in) of mutual acceptance of this Agreement. 36
7. **Work Orders.** If Buyer notifies Seller of Appraisal Work Orders and Seller does not provide timely notice 37
rejecting the Appraisal Work Orders as required by Paragraph 3(d), Seller shall complete Appraisal Work Orders 38
by Closing. If Seller fails to do so and Buyer cannot close due to incomplete Appraisal Work Orders, on Buyer's 39
notice the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 40



02/14/25

Buyer's Initials

Date



02/16/25

Seller's Initials

Date

Seller's Initials

Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 14, 2025 1
between City Of Des Moines Katherine Caffrey-City Manager Signer ("Buyer") 2
Buyer Buyer
and Seongho Lee ("Seller") 3
Seller Seller
concerning 3022204-9019 Des Moines WA 98198 (the "Property"). 4
Address City State Zip

CHECK IF INCLUDED: 5

1. **Square Footage/Lot Size/Encroachments.** The Listing Broker and Buyer Broker make no representations 6
concerning: (a) the lot size or the accuracy of any information provided by the Seller; (b) the square footage of 7
any improvements on the Property; (c) whether there are any encroachments (fences, rockeries, buildings) on 8
the Property, or by the Property on adjacent properties. Buyer is advised to verify lot size, square footage and 9
encroachments to Buyer's own satisfaction. 10

2. **Title Insurance.** The Title Insurance clause in the Agreement provides Seller is to provide the then-current ALTA 11
form of Homeowner's Policy of Title Insurance. The parties have the option to provide less coverage by selecting 12
a Standard Owner's Policy or more coverage by selecting an Extended Coverage Policy: 13

Standard Owner's Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to 14
apply for the then-current ALTA form of Owner's Policy of Title Insurance, together with homeowner's 15
additional protection and inflation protection endorsements, if available at no additional cost, rather than 16
the Homeowner's Policy of Title Insurance. 17

Extended Coverage. Seller authorizes Buyer's lender or Closing Agent, at Seller's expense to apply for 18
an ALTA or comparable Extended Coverage Policy of Title Insurance, rather than the Homeowner's 19
Policy of Title Insurance. Buyer shall pay the increased costs associated with the Extended Coverage 20
Policy, including the excess premium over that charged for Homeowner's Policy of Title Insurance and 21
the cost of any survey required by the title insurer. 22

 02/16/25

3. **Seller Cleaning.** Seller shall clean the interiors of any structures and remove all trash, debris and rubbish 23
from the Property prior to Buyer taking possession. 24

4. **Personal Property.** Unless otherwise agreed, Seller shall remove all personal property from the Property 25
not later than the Possession Date. Any personal property remaining on the Property thereafter shall become 26
the property of Buyer, and may be retained or disposed of as Buyer determines. 27

5. **Utilities.** To the best of Seller's knowledge, Seller represents that the Property is connected to: 28
 public water main; public sewer main; septic tank; well (specify type) _____; 29
 irrigation water (specify provider) _____; natural gas; telephone; electricity; 30
 cable (specify provider) _____; internet (specify provider) _____; 31
 other _____ 32

6. **Insulation - New Construction.** If this is new construction, Federal Trade Commission Regulations require 33
the following to be filled in. If insulation has not yet been selected, FTC regulations require Seller to furnish 34
Buyer the information below in writing as soon as available: 35

WALL INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 36

CEILING INSULATION: TYPE: _____ THICKNESS: _____ R-VALUE: _____ 37

OTHER INSULATION DATA: _____ 38

 02/14/25

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**OPTIONAL CLAUSES ADDENDUM TO
PURCHASE & SALE AGREEMENT**
Continued

7. **Leased Property Review Period and Assumption.** Buyer acknowledges that Seller leases the following 39
items of personal property that are included with the sale: propane tank; security system; satellite 40
dish and operating equipment; other _____ 41

Seller shall provide Buyer a copy of the lease for the selected items within _____ days (5 days if not filled 42
in) of mutual acceptance. If Buyer, in Buyer's sole discretion, does not give notice of disapproval within 43
_____ days (5 days if not filled in) of receipt of the lease(s) or the date that the lease(s) are due, whichever 44
is earlier, then this lease review period shall conclusively be deemed satisfied (waived) and at Closing, Buyer 45
shall assume the lease(s) for the selected item(s) and hold Seller harmless from and against any further 46
obligation, liability, or claim arising from the lease(s), if the lease(s) can be assumed. If Buyer gives timely 47
notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 48

8. **Homeowners' Association Review Period.** If the Property is subject to a homeowners' association or any 49
other association, then Seller shall, at Seller's expense, provide Buyer a copy of the following documents (if 50
available from the Association) within _____ days (10 days if not filled in) of mutual acceptance: 51

- a. Association rules and regulations, including, but not limited to architectural guidelines; 52
- b. Association bylaws and covenants, conditions, and restrictions (CC&Rs); 53
- c. Association meeting minutes from the prior two (2) years; 54
- d. Association Board of Directors meeting minutes from the prior six (6) months; and 55
- e. Association financial statements from the prior two (2) years and current operating budget. 56

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (5 days if not 57
filled in) of receipt of the above documents or the date that the above documents are due, whichever is 58
earlier, then this homeowners' association review period shall conclusively be deemed satisfied (waived). If 59
Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be 60
refunded to Buyer. 61

9. **Homeowners' Association Transfer Fee.** If there is a transfer fee imposed by the homeowners' association 62
or any other association (e.g. a "move-in" or "move-out" fee), the fee shall be paid by the party as provided for 63
in the association documents. If the association documents do not provide which party pays the fee, the fee 64
shall be paid by Buyer; Seller (Seller if not filled in). 65

10. **Excluded Item(s).** The following item(s), that would otherwise be included in the sale of the Property, is 66
excluded from the sale ("Excluded Item(s)"). Seller shall repair any damage to the Property caused by the 67
removal of the Excluded Item(s). Excluded Item(s): 68

11. **Home Warranty.** Buyer and Seller acknowledge that home warranty plans are available which may provide 71
additional protection and benefits to Buyer and Seller. Buyer shall order a one-year home warranty as follows: 72

- a. Home warranty provider: _____ 73
- b. Seller shall pay up to \$_____ (\$0.00 if not filled in) of the cost for the home warranty, together 74
with any included options, and Buyer shall pay any balance. 75
- c. Options to be included: _____ 76
_____ (none, if not filled in). 77
- d. Other: _____ 78

12. **Other.** 79

 02/14/25

Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

LAND AND ACREAGE ADDENDUM

The following is part of the Purchase and Sale Agreement dated February 14, 2025 1
between City Of Des Moines Katherine Caffrey-City Manager Signer ("Buyer") 2
Buyer Buyer
and Seongho Lee ("Seller") 3
Seller Seller
concerning 3022204-9019 Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **BUYER ACKNOWLEDGMENTS:** If Buyer has any questions regarding the Property, Buyer is advised to make the Agreement subject to relevant inspections, tests, surveys, and/or reports. BUYER ACKNOWLEDGES: 5
 - a. Buyer has observed and investigated the Property and has reached Buyer's own conclusions as to the adequacy, acceptability, and suitability of the Property and surrounding area, and the feasibility and desirability of acquiring the Property for Buyer's intended use, based solely on Buyer's examination of the Property. 6-10
 - b. A generally accepted method for identifying boundary lines and verifying the size of the Property is to have the Property surveyed, and corners identified and marked. A survey will confirm that the legal description is accurate and that any presumed fences or other boundary markings are correctly located. Neither the Listing Broker nor the Buyer Broker shall be responsible for any discrepancies in boundary lines, information regarding the size of the Property, identification of easements or encroachment problems. 11-15
 - c. A generally accepted method for determining whether on-site sewage disposal systems may be installed on the Property is to have tests performed, such as "perc" tests, which are approved by the county for limited time periods. Except as otherwise provided in the Agreement, Buyer assumes the risk that the Property is suitable for any needed on-site sewage disposal system and related equipment. 16-19
 - d. A generally accepted method for determining water quality from any well or other water delivery system is to have tests conducted by qualified professionals for organic and inorganic materials, including, but not limited to bacteria, coliform, lead, arsenic, nitrates, and uranium. A generally accepted method for determining water quantity produced by a well is to have a test conducted by experts to determine gallons per minute. Buyer understands that the results of such tests only provide information regarding water quality or quantity at the time of the test(s) and provide no representation or guarantee that results will not change or vary at other times. 20-26
 - e. If the Property is currently taxed at a reduced rate because a special classification such as open space, agricultural, or forest land, and Buyer is to continue that use, Buyer understands approval from the county will need to be obtained and that significant increased taxes, back taxes, penalties and interest may be required to be paid if the use classification is changed or withdrawn at Closing or in the future. 27-30
 - f. A generally accepted method for determining the value of timber growing on the Property is to have a qualified forester or forest products expert "cruise" the Property and give a written valuation. 31-32
 - g. On-site sewage systems should be inspected by qualified professionals licensed by the local municipality. If there is an on-site sewage system on the Property that has not been recently used, Buyer should consider conducting a purge test and other inspections to determine whether there are any defects in the system. A purge test consists of introducing water into the system to determine whether the system is functioning properly. 33-37
 - h. Additional tests or inspections of the Property may be required by local or state governmental agencies before title to the Property is transferred. 38-39
 - i. Seller may have entered into lease or rental agreements that extend beyond the Closing Date. Buyer should use due diligence to investigate such agreements. 40-41
 - j. Seller shall have the right to harvest all crops in the ordinary course of business until the Possession Date. 42

 02/14/25

Buyer's Initials

Date

 02/14/25

Buyer's Initials

Date

 02/16/25

Seller's Initials

Date

 02/16/25

Seller's Initials

Date

LAND AND ACREAGE ADDENDUM

Continued

2. CONTINGENCIES:

- a. **General Contingency Provisions.** This Agreement is conditioned on the applicable contingencies below. 44
The work to be performed shall be timely ordered by the party responsible for payment, except for the 45
Feasibility Study (if applicable), and shall be performed by qualified professionals. If Seller is responsible for 46
ordering the work and fails to timely do so, Seller will be in breach of the Agreement. 47
- b. **Contingency Periods.** The applicable contingency periods shall commence on mutual acceptance of the 48
Agreement. If Buyer gives notice of disapproval and termination of the Agreement within the applicable 49
contingency period, the Earnest Money shall be refunded to Buyer. If Buyer fails to give timely notice within 50
the applicable contingency period, then the respective contingency shall be deemed waived. 51
- c. **Contingencies.** Items checked below are to be paid by Buyer or Seller as indicated below and are 52
contingencies to the Agreement. Notwithstanding the payment allocation provided for herein, if the Agreement 53
fails to close as a consequence of a Seller's breach, the costs of the following shall be borne by the Seller: 54

Paid by Buyer	Paid by Seller		Contingency period (20 days if not filled in)	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. Survey. Completion of survey to verify information regarding the Property as listed in 1(b), with results of the survey to be satisfactory to Buyer in Buyer's sole discretion. Seller shall provide any prior surveys of the Property to Buyer, if available.	_____ days	55 56 57 58 59 60
<input checked="" type="checkbox"/>	<input type="checkbox"/>	ii. Perc Test. Perc or similar test, conducted by a qualified professional, indicating that the Property is suitable for installation of conventional septic system and drain field. If the sale fails to close, the party who paid for the perc test shall fill in holes at their expense within two weeks of the date the transaction is terminated. Earnest Money shall not be refunded to Buyer until perc holes are filled in if this is Buyer's responsibility.	_____ days	61 62 63 64 65 66 67 68
<input checked="" type="checkbox"/>	<input type="checkbox"/>	iii. On-Site Sewage System. The on-site sewage system ("OSS") shall be inspected and, if the inspector determines necessary, pumped by a qualified professional, with results of the inspection to be satisfactory to Buyer in Buyer's sole discretion. If Seller had the OSS inspected within _____ months (12 months if not filled in) of mutual acceptance and Seller provides Buyer with written evidence thereof, including an inspection report, there shall be no obligation to inspect and pump the OSS unless otherwise required by Buyer's lender. If VA financing is used, Buyer's lender may require certification of the OSS. If Seller has not already conducted an inspection, Buyer shall have the right to observe the inspection. The OSS inspection <input type="checkbox"/> shall; <input type="checkbox"/> shall not include a purge test to determine if the OSS is functioning properly. Seller shall deliver to Buyer the maintenance records, if available, of the OSS serving the Property within _____ days (10 days if not filled in) of mutual acceptance.	_____ days	69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85
<input checked="" type="checkbox"/>	<input type="checkbox"/>	iv. Water Quality. Water quality and/or purity tests showing water meets the approval standards of the Department of Ecology and the standards of the governing county. Water quality tests to be performed by a qualified professional. Water quality and/or purity tests <input type="checkbox"/> shall; <input type="checkbox"/> shall not be submitted to a private lab for further evaluation.	_____ days	86 87 88 89 90 91



02/14/25

Buyer's Initials

Date

Buyer's Initials

Date

Seller's Initials

Date

Seller's Initials

Date

LAND AND ACREAGE ADDENDUM

Continued

- v. Water Quantity.** Water quantity tests (4 hour draw down test or other test selected by Buyer) showing a sustained flow of _____ g. p. m., which Buyer agrees will be adequate to reasonably meet Buyer's needs. Water quantity test to be performed by a qualified professional. _____ days 92-96
- vi. Timber.** Timber cruise conducted by a qualified forest products expert of Buyer's choice, with results of the cruise to be satisfactory to Buyer in Buyer's sole discretion. _____ days 97-99

3. ADDITIONAL PROVISIONS (check as applicable) 100

Feasibility Study. If this box is checked, this paragraph supersedes and replaces the Feasibility Contingency set forth in Specific Term 15 and General Term "v" of Form 25 (Vacant Land Purchase and Sale Agreement). Completion of a feasibility study and determination, in Buyer's sole discretion, that the Property and any matters affecting the Property including, without limitation, the condition of any improvements to the Property, the condition and capacity of irrigation pumps, system and wells, the adequacy of water rights for the Property, the licensure of wells, permitted or certificated water rights for the Property, the location and size of any critical area on the Property, the number and location of approved road approaches from public roads, and the presence of recorded access easements to the Property, are suitable for Buyer's intended use(s), and that it is feasible and advantageous for Buyer to acquire the Property in accordance with the Agreement. In performing any investigations, Buyer shall not interfere with any existing tenants' operations on the Property. 101-110

This feasibility study contingency shall conclusively be deemed waived unless within 205 (20 days if not filled in) after mutual acceptance, Buyer gives notice disapproving the feasibility study. If Buyer timely disapproves the feasibility study and terminates the Agreement, the Earnest Money shall be refunded to Buyer. 111-113

Irrigation and Water. Seller represents that there are _____ shares of _____ irrigation/frost water rights applicable to the Property, all of which will be transferred to Buyer at Closing. The parties acknowledge that water rights do not automatically transfer with title to the Property and the parties should consult with an attorney to facilitate the transfer of any water rights. 114-117

Assignment and Assumption. At Closing, Seller will assign, transfer, and convey all of its right, title and interest in, to and under any lease of the Property and will represent and warrant to Buyer that, as of the Closing Date, there are no defaults under the leases and no condition exists or event has occurred or failed to occur that with or without notice and the passage of time could ripen into such a default. At Closing, Buyer will agree to defend, indemnify and hold Seller harmless from and against any obligation under the leases to the extent delegated to and assumed by Buyer hereunder. 118-123

Attorney Review. This Agreement is conditioned on review and approval by the parties' attorneys on or before 12/31/2025. A party shall conclusively be deemed to have waived this contingency unless notice in conformance with this Agreement is provided to the other party by the foregoing date. 124-126

Accessories. The indicated accessories are items included in addition to those stated in Specific Term 5 of the Agreement: portable buildings; sheds and other outbuildings; game feeders; livestock feeders and troughs; irrigation equipment; fuel tanks; submersible pumps; pressure tanks; corrals and pens; gates and fences; chutes; other: _____ 127-130

The value assigned to the personal property included in the sale shall be \$ _____. Seller warrants title to, but not the condition of, the personal property and shall convey it by bill of sale. 131-132

CRP Program. Buyer must assume all Conservation Reserve Program ("CRP"), Wetland Restoration Program ("WRP"), or similar program contracts and agree to continue them through the expiration date of each such contract. All documentation for the assumption shall be completed prior to the Closing Date and must be approved by the USDA or applicable government agency prior to Closing. Any applicable program payments shall be prorated as of Closing. 133-137

Seller shall deliver to Buyer all documents related to such programs within _____ (10 days if not filled in) after mutual acceptance. This Agreement is conditioned on Buyer's approval of the program documents. This contingency shall be deemed waived unless Buyer gives notice of disapproval within _____ days (5 days if not filled in) after receipt of the program documents. If Buyer gives timely notice of disapproval, the Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 138-142

KC 02/14/25 [Signature] 02/16/25
 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

LAND AND ACREAGE ADDENDUM

Continued

Crops/Land Lease Review Contingency. Seller shall make available to Buyer, as soon as practical, but no later than _____ days (10 days if not filled in) after mutual acceptance, all documents in Seller's possession or control relating to any crop or land lease for the Property. 143-145

Buyer shall determine, in Buyer's sole discretion, whether Buyer wishes and is able to assume all of the foregoing leases, contracts, and agreements which have terms extending beyond Closing. If Buyer does not give notice of disapproval within _____ days (10 days if not filled in) of receipt of the above documents or the date that the above documents are due (whichever is earlier), then this lease review contingency shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 146-151

Buyer shall be solely responsible for obtaining any required consents to assume any leases, contracts, and agreements. Seller shall transfer all of Seller's right, title and interest in and to the leases, contracts and agreements by assignment and Buyer shall assume performance of all obligations upon Closing. The parties should consult with an attorney to facilitate the transfer of any such leases, contracts, and agreements. 152-155

4. DOCUMENT REVIEW PERIOD. If this box is checked, Seller shall deliver to Buyer a copy of the following documents within _____ (20 days if not filled in) of mutual acceptance: 156-157

If Buyer, in Buyer's sole discretion, does not give notice of disapproval within _____ days (15 days if not filled in) of receipt of the above documents or the date that the above documents are due, then this document review period shall conclusively be deemed satisfied (waived). If Buyer gives timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 158-159

5. ADDITIONAL INSPECTIONS. If this box is checked and if a qualified professional performing any inspection of the Property recommends further evaluation of the Property, Buyer shall have an additional _____ (10 days if not filled in) to obtain the additional inspection at Buyer's option and expense. On or before the end of the applicable contingency period, Buyer shall provide a copy of the qualified professional's recommendation and notice that Buyer will seek additional inspections. If Buyer gives timely notice of additional inspections, the applicable contingency period shall be replaced by the additional period specified above. The time for conducting the additional inspections shall commence on the day after Buyer gives notices under this paragraph, and shall be determined as set forth in the Computation of Time paragraph of the Agreement. 160-172

6. TAX DESIGNATION. 173

a. Classification of Property. Seller represents that the Property is classified as open space farm and agricultural timberland under Chapter 84.34 RCW. 174-175

b. Removal from Classification. Buyer shall not file a notice of classification continuance at the time of Closing and the Property shall be removed from its classification. All additional taxes, applicable interest, and penalties assessed by the county assessor when the Property is removed from its classification shall be paid by Seller Buyer both Seller and Buyer in equal shares (Seller if no box is checked). 176-178

c. Notice of Classification Continuance. In order to retain this classification, Buyer shall execute a notice of classification continuance at or before the time of Closing. Seller and Buyer shall timely complete all documents necessary to continue the classification. The notice of classification continuance shall be attached to the real estate excise tax affidavit. Buyer acknowledges that if Buyer fails to execute a notice of classification continuance, the county assessor must reassess the Property's taxable value and retroactively impose additional taxes, applicable interest, and penalties, which Buyer shall pay. 179-185

 02/14/25

Buyer's Initials

Date

 02/16/25

Buyer's Initials

Date

 02/16/25

Seller's Initials

Date

Seller's Initials

Date

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated February 14, 2025 1
between City Of Des Moines Katherine Caffrey-City Manager Signer ("Buyer") 2
Buyer Buyer
and Seongho Lee ("Seller") 3
Seller Seller
concerning 3022204-9019 Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. If Buyer receives the preliminary 9
commitment before mutual acceptance, Buyer's time to review shall begin on mutual acceptance. The 10
preliminary commitment delivered for review under this contingency need not identify Buyer as the insured. 11
Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 12
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 13
disapproved exceptions. 14
If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 15
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 16
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 17
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 18
2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 19
then the above time periods and procedures for notice, correction, and termination for those new exceptions 20
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 21
necessary to accommodate the foregoing times for notices. 22
3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 23
as provided for in the Agreement. 24

 02/14/25

Buyer's Initials

Date

Buyer's Initials

Date



02/16/25

Seller's Initials

Date

Seller's Initials

Date

AGENCY DISCLOSURE

This form is for use when the transaction forms do not otherwise contain an agency disclosure provision. 1

RCW 18.86.030 requires that a real estate broker disclose to their principal and to all parties in a transaction whether the broker represents the buyer (tenant), the seller (lessor), or both parties as a limited dual agent. 2
3

Broker: Janel Stoneback ("Broker") 4

Broker's License No. 111578 5

Real Estate Firm: Windermere West Metro ("Firm") 6

Real Estate Firm License No. 21003573 7

Firm, Firm's Designated Broker, Broker's Branch Manager (if any), and Broker's Managing Broker (if any), and Broker represent : Buyer, City Of Des Moines 8
9

Authentisign
Janel Stoneback 02/14/25 10
Broker's Signature Date

The undersigned Buyer (Tenant) and Seller (Lessor) acknowledge receipt of (i) the pamphlet entitled "Real Estate Brokerage in Washington" and (ii) this Agency Disclosure. 11
12

Authentisign
Katherine Caffrey 02/14/25 13

Signature Date

Authentisign
Seongho Lee 02/16/25 14

Signature Date

Signature Date 15

Signature Date 16

FEASIBILITY CONTINGENCY ADDENDUM

The following is part of the Purchase and Sale Agreement dated February 14, 2025 1
between City Of Des Moines Katherine Caffrey-City Manager Signer ("Buyer") 2
Buyer Buyer
and Seongho Lee ("Seller") 3
Seller Seller
concerning 3022204-9019 Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **FEASIBILITY CONTINGENCY.** Buyer shall verify within 205 days (20 days if not filled in) after mutual acceptance (the "Feasibility Contingency Expiration Date") the suitability of the Property for Buyer's intended use. This feasibility contingency shall conclusively be deemed waived unless Buyer gives notice of disapproval on or before the Feasibility Contingency Expiration Date. If Buyer gives a timely notice of disapproval, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 5-9
2. **BUYER DUE DILIGENCE.** Buyer should not rely on any oral statements concerning the Property made by the Seller, Listing Broker or Buyer Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry shall include, but not be limited to: whether the Property can be platted, developed and/or built on (now or in the future) and the related costs; building or development moratoria applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any services connection charges; all other charges that must be paid. 10-19
3. **PROPERTY ACCESS.** Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expense in doing so. 20-27
4. **AGREEMENT TERMINATED IF NOTICE OF SATISFACTION NOT TIMELY PROVIDED.** If checked, this Agreement shall terminate and Buyer shall receive a refund of the Earnest Money unless Buyer gives notice to Seller on or before the Feasibility Contingency Expiration Date that the Property is suitable for Buyer's intended purpose. 28-31



02/14/25

Buyer's Initials

Date



02/16/25

Seller's Initials

Date

Seller's Initials

Date



02/16/25

Form 41
Buyer Brokerage Services Agreement
Rev. 8/24
Page 1 of 3

**BUYER BROKERAGE
SERVICES AGREEMENT**

©Copyright 2024
Northwest Multiple Listing Service
ALL RIGHTS RESERVED

This Buyer Brokerage Services Agreement ("Agreement") is effective upon mutual acceptance ("Effective Date") and 1
is made by and between Windermere RE West Metro ("Buyer Brokerage Firm" or "Firm") and 2
City Of Des Moines Katherine Caffrey-City Manager Signer ("Buyer") for real property located 3
Buyer Buyer
in the following areas: 120-Des Moines (unlimited if not filled in) ("Area"). 4

- 1. **DEFINITIONS.** "Purchase(s)" includes a contract to purchase, an exchange or contract to exchange, or an option 5
to purchase. 6
- 2. **TERM.** This Agreement will expire _____ days (60 days if not filled in) from the Effective Date ("Term"). If this 7
Agreement expires while Buyer is a party to a purchase and sale agreement and represented by Buyer Brokerage 8
Firm as indicated on the purchase and sale agreement, the Term shall automatically extend until the sale is closed 9
or the purchase and sale agreement is terminated. 10
- 3. **AGENCY.** 11
 - a. **Pamphlet.** Buyer acknowledges receipt of the pamphlet entitled "Real Estate Brokerage in Washington." 12
 - b. **Buyer Broker.** Buyer Brokerage Firm appoints _____ ("Buyer Broker") to represent 13
Buyer. This Agreement creates an agency relationship with Buyer Broker and any of Firm's managing brokers 14
who supervise Buyer Broker ("Supervising Broker"). No other brokers affiliated with Firm are agents of Buyer. 15
 - c. **Agency Relationship.** Buyer Brokerage Firm's representation of Buyer for the purchase of real property in the 16
Area shall be (non-exclusive, if not checked): 17
 - Exclusive.** Buyer may not enter into an agency relationship with another real estate firm during the Term 18
for the purchase of real property in the Area ("Exclusive Agency"); or 19
 - Non-Exclusive.** Buyer may enter into a non-exclusive agency relationship with other real estate firms during 20
the Term ("Non-Exclusive Agency"). 21

- 4. **LIMITED DUAL AGENCY.** 22
 - a. **Buyer Broker as Limited Dual Agent.** If initialed below, Buyer consents to Buyer Broker and Supervising Broker 23
acting as limited dual agents in the sale of property that is listed by Buyer Broker. Buyer acknowledges that as 24
a limited dual agent, RCW 18.86.060 prohibits Buyer Broker from advocating terms favorable to Buyer to the 25
detriment of the seller and further limits Buyer Broker's representation of Buyer. 26

Buyer's Initials Date Buyer's Initials Date

- b. **Firm Limited Dual Agency.** If Buyer purchases a property listed by one of Firm's brokers other than Buyer Broker 28
("Listing Broker"), Buyer consents to any Supervising Broker, who also supervises Listing Broker, acting as a 29
limited dual agent. 30
- 5. **COMPENSATION.** Buyer acknowledges that there are no standard compensation rates and the compensation in 31
this Agreement is fully negotiable and not set by law. Firm may not receive any compensation for brokerage 32
services provided to Buyer from any source greater than the amount set forth in this Section 5 or any subsequent 33
amendment hereto. The compensation for Buyer Brokerage Firm's services (the "Compensation") shall be: 34
 - a. **2.50** % of purchase price; \$ _____; other: _____; or 35
 - b. If Buyer Broker is a limited dual agent and represents both Buyer and the seller, then the Compensation shall 36
be (equal to the amount in subsection 5(a) if not filled in): 37
_____ % of purchase price; \$ _____; other: _____; or 38
 - c. If the seller is not represented by a licensed real estate firm, then the Compensation shall be (equal to the 39
amount in subsection 5(a) if not filled in): 40
_____ % of purchase price; \$ _____; other: _____ 41



02/14/25

Buyer's Initials Date Buyer's Initials Date

**BUYER BROKERAGE
SERVICES AGREEMENT**

- 6. SELLER COMPENSATION OFFER.** 42
- A seller may, but is not required to, offer compensation to Firm for representing Buyer in the purchase of seller's real property ("Seller's Offer"). Seller's Offer, if any, shall be stated in the purchase and sale agreement. 43
44
- Buyer may request that the seller pay the Compensation to Firm as part of Buyer's offer, and Buyer shall pay any amount of the Compensation not paid by seller. 45
46
- If Seller's Offer is greater than the Compensation, as part of Buyer's offer, Buyer may request that the amount of Seller's Offer that is greater than the Compensation be credited to Buyer (to the extent allowed by Buyer's lender). 47
48
- 7. COMPENSATION TERMS.** The Compensation is due (except as otherwise agreed herein) when Buyer purchases real property located in the Area during the Term and: 49
50
- a. Exclusive Agency. For Exclusive Agency, the purchase closes. 51
 - b. Non-Exclusive Agency. For Non-Exclusive Agency, the purchase closes, and Buyer Brokerage Firm represents Buyer in such purchase as indicated on the purchase and sale agreement. 52
53
 - c. Compensation After Expiration. If within _____ days (60 days if not filled in) after the Term: 54
 - i. Exclusive Agency. Buyer purchases a property that was brought to the attention of Buyer during the Term by the efforts or actions of Firm, or through information secured directly or indirectly from or through Firm; or a property that Buyer inquired about to Firm during the Term. Compensation is due when the purchase closes. 55
56
57
 - ii. Non-Exclusive Agency. Buyer purchases a property for which Buyer Brokerage Firm presented a written offer to the seller on behalf of Buyer during the Term. Compensation is due when the purchase closes. 58
59

Provided that in either event, if Buyer or the seller pays compensation to another real estate firm representing Buyer in conjunction with such a sale, the amount of compensation payable to Firm shall be reduced by the amount paid to such other firm(s). 60
61
62
 - d. Additional Consent. Buyer consents to Firm receiving compensation from more than one party, provided that any terms offered to Firm are disclosed as required by RCW 18.86.030 and any amounts paid to Firm reduce Buyer's obligation to Firm. 63
64
65
 - e. Cancellation Without Legal Cause. For Exclusive Agency, if Buyer cancels this Agreement without legal cause, Buyer may be liable for damages incurred by Firm as a result of such cancellation. 66
67
 - f. Listings. Buyer Broker shall bring listings to the attention of Buyer, regardless of Seller's Offer. 68
 - g. VA Financing. If Buyer is obtaining VA financing, VA regulations may require the Compensation be paid by the seller. 69
- 8. NO WARRANTIES OR REPRESENTATIONS.** Firm makes no warranties or representations regarding the value of or the suitability of any property for Buyer's purposes. Buyer agrees to be responsible for making all inspections and investigations necessary to satisfy Buyer as to the property's suitability and value. 70
71
72
- 9. INSPECTION RECOMMENDED.** Firm recommends that any offer to purchase a property be conditioned on an inspection of the property and its improvements conducted by a licensed inspector. Firm and Buyer Broker have no expertise in these matters and Buyer is solely responsible for interviewing and selecting all inspectors. 73
74
75
- 10. NO DISTRESSED HOME CONVEYANCE.** Firm will not represent or assist Buyer in a transaction that is a "Distressed Home Conveyance" as defined by Chapter 61.34 RCW unless otherwise agreed in writing. A "Distressed Home Conveyance" is a transaction where a buyer purchases property from a "Distressed Homeowner" (defined by Chapter 61.34 RCW), allows the Distressed Homeowner to continue to occupy the property, and promises to convey the property back to the Distressed Homeowner or promises the Distressed Homeowner an interest in, or portion of the proceeds from a resale of the property. 76
77
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 02/14/25

Buyer's Initials Date Buyer's Initials Date



AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Draft Ordinance 25-001 Short Term Rentals

FOR AGENDA OF: September 25, 2025

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

1. Draft Ordinance 25-001
2. Good Neighbor Agreement
3. Sample Notification Letter

DATE SUBMITTED: September 16, 2025

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance _____
- Human Resources _____
- Legal _____
- 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 Council to consider Draft Ordinance 25-001 regulating Short Term Rentals.

Suggested Motion

Motion 1: "I move to incorporate the proposed amendments shown in Draft Ordinance 25-001 as submitted."

Motion 2: "I move to approve Draft Ordinance No. 25-001 as amended, regulating Short Term Rentals."

Background

During the Economic Development Committee meeting on March 27, 2025, staff presented a proposed ordinance aimed at regulating Short-Term and Amenity Rentals. At that meeting, Council members expressed a preference to distinguish between these two types of rentals, citing the potential for different issues arising from each.

In response to the feedback received, staff separated the two topics and presented the initial reading of Draft Ordinance 25-001, pertaining to the regulation of short-term rentals, at the Study Session held on September 4, 2025.

At that Study Session, Council members requested staff to amend the ordinance by adding provisions that address:

- Recouping the cost of excessive calls for service to rental unit;
- How the City would access data from a property owner's noise monitoring system;
- An increased radius for which neighbors must receive a copy of the Notification Letter; and
- Setting the decibel level for noise monitoring systems at a level that is not calculated as an average over a 24 hr period.

Council members also asked staff to draft a sample Notification Letter for their review, which could then be used as a template by property owners.

Discussion

Draft Ordinance 25-001 specifically addresses Short Term Rentals, not Amenity Rentals like pools, sports courts, or other outdoor rental spaces. Therefore, this discussion is focused solely on the provisions of the draft ordinance and Short Term Rentals.

Short term rentals are those which are rented for fewer than 30 consecutive nights and are typically offered via online platforms such as Airbnb, VRBO, etc. While providing economic benefit to owners of short term rentals and allowing them to make the most use of extra rooms or property, short term rentals can affect the neighborhoods in which they are located. They can impact the residential feel of neighborhoods, cause excess traffic and parking issues, create more demand on law enforcement, and create nuisances related to noise and the health and safety of the public.

Currently, the City does not regulate short term rentals other than existing codes which apply to all residential properties like noise codes and general property maintenance. In order to reduce the potential impacts that are specific to short term rentals, but allow owners to achieve the most economic benefit of their property, staff has drafted Ordinance 25-001 for Council review. The draft Ordinance seeks to mitigate impacts to residential neighborhoods by regulating occupancy levels, parking, garbage removal, and the conduct of renters. In addition to clearly laying out the requirement to remit all proper taxes, it requires owners and local property representatives to take swift action to ameliorate reported issues and provides for penalties for violations.

Key provisions in Draft Ordinance 25-001:

- Short term rental permit fee - \$250
- Must have a Local Property Representative available 24/7 to address complaints
- Must sign and post the Good Neighbor Agreement (Attachment 2)
- Rental platforms cannot post or complete bookings without the required permit
- All applicable taxes must be remitted by owner or rental platform

- Occupancy is limited by the Table of Occupancy in Sec. 9
- No more than one booking per dwelling unit at a time
- No overnight street parking
- Must have proper waste removal services
- Guests cannot create unreasonable noise or violate any laws
- Short term rental permits can be revoked for violations and civil infraction may be issued
- Requires owners to install a noise monitoring system upon 3 verified noise complaints

Added provisions in Draft Ordinance 25-001 after feedback from Council members at the September 4, 2025 Study Session:

- Three or more calls for service, while the unit is actively rented, within a twelve month period will result in revocation of the owner’s short term rental permit
 - Council asked if any other cities handle excessive calls for service via a graduated fine amount, so that costs could be recouped. In searching, staff has not found any jurisdiction that addresses calls for service to a short term rental in their ordinances. Therefore, staff is proposing permit revocation as it is easier to implement and effectively addresses the issue.
- Added a requirement that property owner with a mandatory noise monitoring system must retain the records of that system for at least thirty days after each booking, and that they make such records available to the City upon request. Failure to do either would result in a permit revocation.
- Instead of requiring a Notification Letter be sent to abutting neighbors and those directly across the street, the Draft Ordinance now requires a Notification Letter be provided to every neighbor within 200 feet of the rental.
 - 200 feet is being proposed as it would encompass more neighbors than just those abutting the property or just across the street, but would also not place an unreasonable burden on the property owner.
- Mandatory noise monitoring systems shall be required to notify owners when the noise level hits eighty decibels for more than thirty seconds.
 - Most noise monitoring systems allow for a time period threshold before reporting loud noise to the owner. This is to prevent notifications from momentary high noise levels. The recommendation is that this threshold be set at 80 decibels (rather than Ldn dBA) for thirty seconds because the 80 decibel level is generally recognized as the point at which noise becomes potentially disruptive to occupants, particularly in residential settings. By using a 30 second duration, the system filters out short, insignificant spikes—like a door slamming or a brief shout—while still capturing sustained noise events that are more likely to indicate a disturbance or party. This balance helps minimize false alarms while ensuring meaningful incidents are reported in a timely and actionable manner.

These amendments are contained in Draft Ordinance 25-001 (Attachment 1). Staff has also provided a Sample Notification Letter (Attachment 3).

Alternatives

Council may:

1. Enact the draft ordinance as presented

2. Enact the draft ordinance with changes
3. Decline to enact the draft ordinance

Financial Impact

It is anticipated that there would be some additional revenue from business license and permit fees, as well as increased collection of local taxes. Due to uncertainty in the number of short term rentals within the City, the amount cannot be ascertained at this time.

Recommendation

Staff recommends Council pass Draft Ordinance 25-001 with the amendments, as submitted.

CITY ATTORNEY'S FIRST DRAFT 8/25/2025

DRAFT ORDINANCE NO. 25-001

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the regulation of Short-Term Rentals within the City setting requirements for operation, penalties for violations, and enacting a new chapter in Title 5 DMMC entitled "Short-Term Rentals".

WHEREAS, there has been a history of short-term rental of temporarily vacant residential dwelling units by travelers and others seeking temporary overnight accommodations for stays of one night to a few weeks, and

WHEREAS, the development of short-term rental apps such as AirBnB and VRBO in recent years has created a significant increase in the number and frequency of these short-term rentals, and

WHEREAS, short term rentals can negatively affect residential areas in various ways, including—but not limited to—creating nuisances, placing additional demands on law enforcement, and disrupting the peaceful enjoyment of neighborhoods, as well as posing potential risks to public health, safety, and welfare, and

WHEREAS, the City has received complaints that some property owners are renting out rooms or dwellings sometimes generating neighborhood noise or parking issues, and

WHEREAS, it is in the public interest to limit impacts to and maintain the residential character and peace of residential neighborhoods, and

WHEREAS, the proposed amendments aim to balance the economic benefits to short term rental owners with the interests of the community by protecting the rights and safety of property owners, guests, and neighbors through requirements related to parking, noise, and safety, and

WHEREAS, the City Council finds that enacting the provisions contained in this ordinance are necessary and proper to protect public safety, welfare, and the environment; now therefore,

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

Sec. 1. Definitions.

As used in this ordinance, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(1) "Daytime" means 7:00 a.m. - 10:00 p.m.

(2) "Dwelling unit" means a residential dwelling of any type, including a single-family residence, apartment, condominium, cooperative unit, or room, in which a person may obtain living accommodations for less than thirty days, but not including duly licensed bed and breakfasts, inns, hotels, motels, or timeshare properties.

(2) "Guest" has the same definition as "Guest" in RCW 64.37.010(5).

(3) "Overnight" means 10:01 p.m. - 6:59 a.m.

(4) "Person" has the same definition as "Person" in RCW 82.04.030.

(5) "Property Owner" means any person who, alone or with others, has title or interest in any building, property, dwelling unit, or portion thereof, with or without accompanying actual possession thereof, and including any person who as agent, executor, administrator, trustee, or guardian of an estate has charge, care, or control of any building, dwelling unit, or portion thereof. A person whose sole interest in any building, dwelling unit, or portion thereof is solely that of a lessee under a lease agreement is not considered an owner.

(6) "Rental Platform" has the same definition as "Short-term rental platform" or "platform" in RCW 64.37.010(11).

(7) "Short Term Rental" means a lodging use, excluding hotels, motels, or bed and breakfasts, in which a dwelling unit, or portion thereof, is offered or provided by a Property Owner to a guest for a fee for a period of fewer than thirty

consecutive nights.

(8) "Verified Noise Complaint" is a complaint about excessive or unlawful noise emanating from a Short Term Rental that is supported by evidence showing that the noise was more likely than not excessive or unlawful. Supporting evidence may include, but is not limited to a video or audio recording.

Sec. 2. Application.

The regulations in this chapter specifically apply to Short Term Rentals.

Sec. 3. Registration

No property shall be used as a short term rental unless the owner of the property has obtained a short term rental permit demonstrating compliance with this Chapter. The registration application shall be available online and at the City Clerk's office. The permit shall be granted for the calendar year of issuance. The permit requires the Property Owner to agree to abide by the requirements of this section and to comply with the requirements outlined in Chapter 64.37 RCW.

(1) Application. To apply for a short term rental permit the property owner must provide:

(a) A complete Short Term Rental Application bearing the address of the property, the name, address, telephone number, and signature of the Property Owner and of the Local Property Representative.

(b) The application fee.

(c) A copy of the property owner's current City of Des Moines business license.

(d) A copy of the Notification Letter and a list of the names and addresses of all neighboring property owners that will be receiving the letter.

(e) A signed Good Neighbor Agreement form.

(2) Notification Letter.

(a) In addition to the permit application, the Property Owner must prepare a Notification Letter which includes the following:

(i) A description of the rental and the number of bedrooms and/or other spaces that will be rented to guests; and

(ii) The phone number for the Local Property Representative.

(b) Upon issuance of the short term rental permit, the Property Owner must deliver the Notification Letter to all neighboring property owners with property ~~abutting and directly across the street from~~ within 200 feet of the property lines of the rental. This letter shall be provided at least annually to all applicable neighboring residents.

(3) The City of Des Moines is not responsible for compliance with any home owner's association (HOA), condo ownership group, or rental agreement restrictions that may exist regarding short term rentals. It is the responsibility of the applicant to review for compliance with any superseding regulations, and receive approvals from any bodies as needed prior to submitting materials to the City of Des Moines for review.

Sec. 4. Fees.

Beginning in 2025, the annual fee for a short term rental permit shall be \$250.00. The City Council may adjust the fee by resolution.

Sec. 5. Local Property Representative.

The Property Owner must designate a Local Property Representative who shall be available 24 hours per day, seven

days per week, for the purpose of: (a) responding within thirty minutes to complaints regarding the condition, operation, or conduct of guests; and (b) taking remedial action to resolve any such complaints. The name, address, and telephone contact number of the Local Property Representative shall be kept on file at the City. The failure to provide the contact information, failure to keep the contact information current, failure to respond in a timely manner to complaints, or the occurrence of repeated complaints may result in the suspension or revocation of permit approval and civil or criminal penalties.

Sec. 6. Good Neighbor Agreement.

Property Owners must sign and abide by the City's Good Neighbor Agreement. A copy of the agreement shall be posted in an easily visible location within the main space of the rental. It shall be the Property Owner's responsibility to ensure that their guests comply with the policy.

Sec. 7. Rental Platform Requirements.

(1) All Rental Platforms that display short term rental listings for properties in the City shall remove any listings for short term rentals from the platform within 24 hours of City notification that the short term rental is unlicensed or if the permit associated with a listing is invalid, expired, or has been revoked. The notification must identify the listing(s) to be removed by the listing URL and state the reason for removal.

(2) Rental Platforms shall not complete any booking transaction for any residential dwelling or other property purporting to be a short term rental in the City unless the dwelling or property has a current and valid short term rental permit issued pursuant to this chapter for the dates and times proposed as part of the booking transaction.

(3) A Rental Platform shall not accept or publish a listing that does not include a valid current City-issued short term rental permit registration number within the listing.

Sec. 8. Taxes.

Property Owners must remit all applicable local, state, and federal taxes unless a Rental Platform does this on the owner's behalf. This includes all occupancy, sales, lodging, and other taxes, fees, and assessments that a hotel or bed and breakfast owner or operator is subject to in the jurisdiction where the rental is located. If the Rental Platform collects and remits an occupancy, sales, lodging, and other tax, fee, or assessment to which a Property Owner is subject on behalf of such operator, the Rental Platform must collect and remit such tax to the appropriate authorities.

Sec. 9. Occupancy.

(1) The Property Owner and Local Property Representative shall limit occupancy of the short term rental to a specific number of occupants as set for in the following Table of Occupancy. The property owner is responsible for ensuring that the property is in conformance with its maximum occupancy.

(2) No property owner shall permit more than one booking at a time for any individual dwelling unit.

Table of Occupancy			
Number of Bedrooms	Total of Overnight Occupants	Additional Daytime Occupants	Total Daytime Occupants
0-Studio	2	2	4
1	4	2	6
2	6	3	9
3	8	4	12
4	10	5	15
5 or more	12	6	18

Sec. 10. Parking.

The Property Owner and Local Property Representative shall limit the number of vehicles of overnight occupants at an amount not to exceed the number of designated on-site parking

spaces. No overnight street parking shall be allowed. All persons shall comply with all applicable City parking regulations.

Sec. 11. Garbage.

The Property Owner shall cause to be installed trash bins for the proper removal of trash and must have contracted for waste/garbage removal services.

Sec. 12. Conduct of Guests and Response.

(1) The Property Owner and Local Property Representative shall ensure that the occupants and guests of the short term rental do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate provisions of the municipal code, or State or Federal law, rule, or regulation.

(2) Any person may report unreasonable noise, disturbances, disorderly conduct, or violations of the Municipal Code at a short term rental unit to the City's Code Enforcement Department or Police Department.

(3) In the event the City receives a complaint related to noise, trash, or other violation of this chapter, the Property Owner or Local Property Representative shall contact the individual responsible for the rental immediately and provide the individual with a warning, or take action to terminate the occupancy. In addition, the Property Owner or Local Property Representative must contact the occupant within 30 minutes of notice of the complaint. Failure of the Property Owner or Local Property Representative to respond to calls or complaints regarding the condition, operation, or conduct of occupants of the short term rental shall be a violation of this Chapter.

Sec. 13. Denial or Revocation of Permit - Appeal.

(1) A Property Owner shall be denied a short term rental permit, permit renewal, or shall have their permit revoked, if:

(a) The Property Owner has been found in violation of any federal, state, or local law or regulations; or

(b) A property owner is not in compliance with any provisions of this Chapter; or

(c) A Property Owner has received three or more notice of infractions for the same short term rental property; or

(d) The Property Owner has an active Code compliance matter; or

(e) The Property Owner has not taken steps to activate or move forward with a permit application for a period of thirty days; or

(f) Non-payment of applicable local, state, and federal taxes~~;~~ or

(g) The City receives three or more calls for service while the dwelling unit is actively rented, within a 12 month period.

(h) The Property Owner fails to keep Noise Monitoring System records for 30 days or fails to provide them to the City upon request.

(2) Appeal by a Property Owner of a permit denial or revocation shall be heard by the hearing examiner and shall be governed by Chapter 18.20.160 of the Des Moines Municipal Code.

Sec. 14. Violations - Penalties and Appeal.

(1) Property Owners shall be liable for violations of provisions of this Chapter.

(2) Violations of the provisions of this chapter shall be Class 1 civil infractions and punishable pursuant to Chapter 1.24 of the City Municipal Code.

(3) Each day that a violation of, or failure to comply with, any provision of this chapter occurs, continues, or is permitted to continue shall constitute a separate offense.

(4) Appeal by a Property Owner of a notice of infraction shall be governed by the provisions of Chapter 1.24 of the City Municipal Code.

(5) Noise Monitoring System. Upon receipt by the City of three or more verified noise complaints, the Property Owner must cause to be installed a noise monitoring system, which shall alert the owner/representative of any loud noises which are ~~more than~~ over 80 Ldn-dBAdecibels for more than thirty seconds. Upon notification that any occupant or guest of the rental has created unreasonable noise or disturbances, engaged in disorderly conduct, or committed violations of the municipal code or any State law, the Property Owner or Local Property Representative shall contact the renter immediately and provide the individual with a warning, or take action to terminate the occupancy. _

The owner shall retain all records generated by the Noise Monitoring System for a minimum of thirty days following the conclusion of each booking and shall make such records available to the City Manager or designee upon request.

Sec. 15. Codification. Sections 1 through 14 of this Ordinance shall be codified as a new chapter in Title 5 DMMC entitled "Short Term Rentals".

Sec. 16. 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. 17. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

Ordinance No. ____
Page 10 of 10

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:

Effective Date:

**Short Term Rental
Good Neighbor Agreement
(per Des Moines Municipal Code Title 5)**

Property Owner Name: _____

Property Owner Phone Number: _____

Local Property Representative Name: _____

Local Property Representative Phone Number: _____

This Agreement shall be presented to guests as part of the contract and must be posted on site in an easily visible location within the main space of the rental. It shall be the responsibility of the property owner to ensure the Agreement is enforced.

- 1) 24-Hour Contact Information
 - a) If at any time during your stay you have concerns regarding your neighbors or issues that may arise regarding your rental, please call the Local Property Representative provided above and posted in the unit.
 - b) In the event of an emergency, please call 911.
- 2) General Respect for Neighbors
Express a general regard and respect for neighbors' privacy and property at all times.
- 3) Noise
Be considerate of the neighborhood and neighbors' right to quiet enjoyment of their homes and property, especially between the quiet hours of 10:00pm to 7:00am.
- 4) Maintenance and Garbage Disposal
Pick up after yourself and keep the property clean, presentable, and free of trash. Place trash, compost, and recycling in the designated containers on site.
- 5) Pets
If allowed on-site, promptly clean-up after pets, prevent excessive and prolonged pet noise, and keep pets from roaming the neighborhood. Control aggressive pets and abide by local leash laws. Store pet food indoors and in a secure location to reduce the likelihood of pest problems.
- 6) Parking and Traffic Safety
Park in a respectful manner. Drive safely and slowly through neighborhoods and watch for pedestrians and children playing. Utilize the onsite parking made available for your use and

limit street parking to daytime hours (7:00 a.m. – 10:00 p.m.). No street parking shall be allowed overnight (10:01 p.m. – 6:59 a.m.).

7) Occupancy

Occupancy shall not exceed the maximum occupancy permitted by DMMC 5.70.

8) Guest Responsibility

All guests and visitors are expected to follow this Good Neighbor Agreement. Please read your rental agreement for additional terms and conditions and be aware that there may be consequences for failure to follow this policy.

By signing below, you agree to abide by, and be responsible for your guests abiding by, the terms of this Agreement, applicable local, state, and federal laws, and Des Moines Municipal Code Chapter 5.70.

Property Owner Signature: _____

Rental Property Address: _____

Date Signed: _____

Sample Notification Letter

Dear Neighbor,

We/I live/own property at 21630 11th Avenue S. and will be using the dwelling as a short term rental on Airbnb. Ours is a three bedroom home with a backyard BBQ area. We hope there will not be any disturbance to the neighborhood but would like to provide you with contact information for our Local Property Representative should you have any issues. Our Local Property Representative is available 24/7.

Local Property Representative: John Doe

Local Property Representative cell phone number: 123-456-7890

Local Property Representative email: john_doe@gmail.com

Sincerely,

Adam Smith

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Revenue Enhancement Options

FOR AGENDA OF: September 25, 2025

ATTACHMENTS:

- 1. Revenue Enhancement Options Memo

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: September 17, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this item is to present the City Council with several options that could either increase revenue for the City or reduce expenses. Some actions are administrative in nature and are already being carried out; however, the remaining options require Council approval. Staff is seeking guidance on which options the Council is interested in exploring further. While there are revenue initiatives for various City funds (i.e., Marina Enterprise funds, SWM, etc.), the focus of this presentation is mainly on the general fund, as it is responsible for the core services the City provides and has consistently faced the greatest financial pressures.

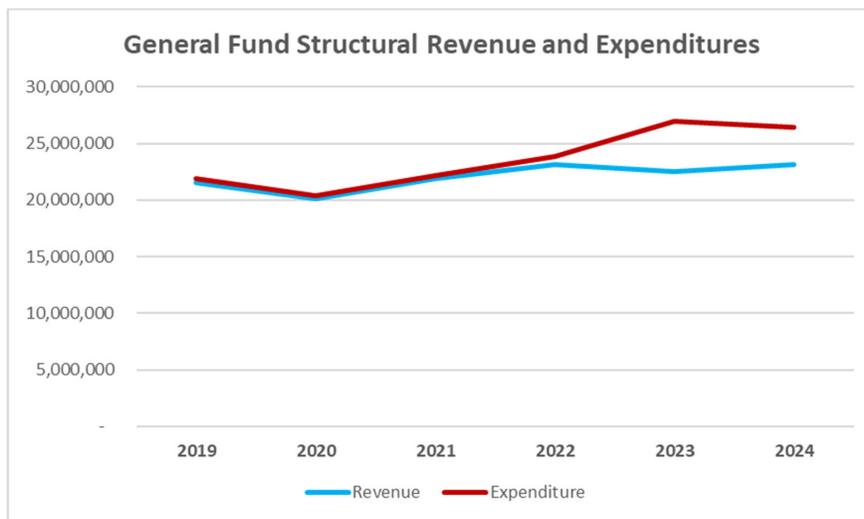
Background

The City of Des Moines has faced ongoing budget deficits, especially in the General Fund, for many years, dating back to the passage of I-695 in 1999. Over time, the City has implemented various strategies to balance the budget, including staff cuts, using one-time revenues, introducing new revenue sources, furloughs, employees voluntarily reducing their Cost of Living Adjustments, changes to benefit programs, reorganizations, and more. Ultimately, the City still faces a structural imbalance between its recurring revenues and ongoing expenses. If this imbalance is not addressed, the General Fund will exhaust its reserves within a few years.

Des Moines, like many municipalities in Washington State, faces an imbalance between the revenues it is legally allowed to raise and the cost of providing basic public services.

In September of 2023, the City Council was presented with a five-year financial forecast which projected the solvency of the General Fund's Fund Balance was vulnerable to decline due to the post-COVID economic impacts of inflation and rising labor costs. Revenues were growing but could not keep pace with rapidly increasing costs. Balancing the 2024 budget required the use of about \$1.3M of American Rescue Plan Act (ARPA) funds to aid in plugging the budget gap. Some expenditures, such as funding the replacement costs of fleet replacement had also been significantly reduced in the budget.

The chart below was presented to the City Council in September of 2023 and displays the increase of structural expenditures against the increase of structural revenue.



To help address the General Fund's financial situation, a Finance Committee was formed in 2024. The committee recommended that Council place a property tax levy lid lift on the ballot in hopes of maintaining and increasing public safety service levels. Voters rejected the ballot measure in August and November of 2024.

Leading up to the development of the 2025-26 biennial budget, expenditures in the General Fund were projected to exceed revenue by about \$4.6 million in 2025. This was largely due to inflation, which totaled approximately 25% between 2021 and 2024, resulting in a significant cost in ongoing expenses. Despite expenses dramatically increasing, the 1% annual cap on property tax levies has held revenue increases far below. American Rescue Plan Act (ARPA) funds helped lessen the effect of this growing gap in the years since the beginning of the pandemic, but those funds are now fully expended.

Staff and the Council aggressively pursued measures to reduce the large and still growing gap between revenue and expenses through the process of producing the 2025-2026 biennial budget. The strategies included increasing existing revenue, new sources of revenue, one-time expense cuts, and structural cuts to expenses. The resulting product reduced the gap between expected revenue and expected expenses in

the general fund from approximately 4 million dollars to less than one million dollars, with the remaining gap addressed through employee expenses and layoffs.

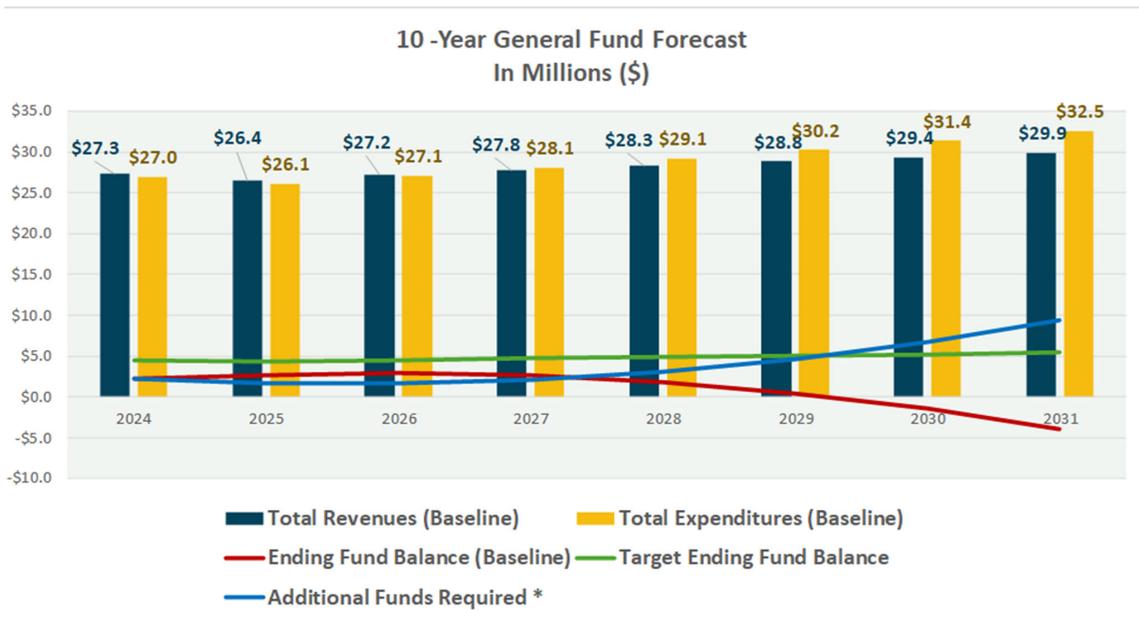
The 2025-26 biennial budget was passed in December of 2024. While this budget largely addressed financial issues through the end of 2026, the long-term financial health of the City continues to be challenged.

In April of 2025, the City contracted with FCS to conduct a long-range financial plan and development impact analysis. The results of that analysis were presented to the City Council on September 11, 2025 and confirmed that without actions to reduce expenses or increase revenues, the City’s general fund would have a negative fund balance by 2030. In order to maintain the City’s existing level of services and the required 16.67% fund balance reserve, the City needs to generate \$1.8-\$2.2M in recurring annual new revenue until fiscal year ending 2028; after that it increases in nominal dollars after being adjusted for inflation. (source: FCS)

General Fund Forecast, City of Des Moines, 2024-2031 (\$ Millions) *DISCUSSION DRAFT: BASELINE FORECAST*

Category	2024	2025	2026	2027	2028	2029	2030	2031
Total Revenues (Baseline)	\$27.3	\$26.4	\$27.2	\$27.8	\$28.3	\$28.8	\$29.4	\$29.9
Total Expenditures (Baseline)	\$27.0	\$26.1	\$27.1	\$28.1	\$29.1	\$30.2	\$31.4	\$32.5
Ending Fund Balance (Baseline)	\$2.2	\$2.7	\$2.9	\$2.6	\$1.8	\$0.5	(\$1.5)	(\$4.0)
Ending Balance % of G.F. Exp.	8%	10%	11%	9%	6%	2%	-5%	-12%
Target Ending Fund Balance (%)	16.67%	16.67%	16.67%	16.67%	16.67%	16.67%	16.67%	16.67%
Target Ending Fund Balance	\$4.5	\$4.4	\$4.5	\$4.7	\$4.9	\$5.0	\$5.2	\$5.4
Additional Funds Required *	\$2.3	\$1.6	\$1.6	\$2.1	\$3.0	\$4.6	\$6.7	\$9.4
3-Yr. Moving Avg.		\$1.8	\$1.8	\$2.2	\$3.2	\$4.8	\$6.9	\$9.6

Baseline analysis by FCS, Sept. 18, 2025. * Additional funds required to meet financial policy goal of General Fund balance of 16.667%.



The City is taking a multi-pronged approach to establish financial sustainability including:

- Revenue enhancement options (the subject matter for this item)
- Cost containment
 - Changes or reductions to programs/services
 - Staffing review and “freeze” of vacant positions. Positions filled must receive City Manager approval.
- Efficiency improvements
- Capital asset maintenance planning

Discussion

In preparation for any needed budget amendments for the 2025-26 biennial budget as well as for the 2027-28 budget and beyond, staff has been preparing revenue enhancement options to implement and to present to the Council for consideration. In the long term, a robust economic development strategy and land use changes aligned with the Council’s vision and the community’s desires are needed and will be implemented through the upcoming Strategic Plan development. However, economic development efforts take significant time to yield results, and financial decisions must be made now to ensure financial sustainability in the immediate future while we work aggressively to improve the City’s long-term future.

The following items have already begun to be implemented (additional details found in Attachment 1):

- Restricted Funds Analysis
- Square Footage (Warehouse) Tax Audit
- Telecommunications Lease Audit
- Cost Recovery of Credit Card Fees
- Use of Opioid Settlement Funds
- Implementation of Marina Rate Increases
- Lease of Steven J. Underwood Park (pending)

The following items are potential other revenue enhancements or expenditure costs that have not been implemented but that would require Council approval:

- Public Safety Sales Tax* (See note below regarding timeline).
- Open Spaces Transfer to SWM Utility
- Water/Sewer Utility Tax Increase
- 24-Hour Traffic Safety Cameras in School Zones
- Additional Traffic Safety Cameras
- Increase in Car Tab Fees
- In-House Production of City Currents
- Impact Fee Analysis
- Implement City-wide Tax on City Paid Parking
- SWM Utility Tax Increase

Each of these options are discussed in detail in the attached Revenue Enhancement Options Memo. Staff is seeking guidance on which scenarios the Council would like to consider for possible implementation. The information in this agenda memo is intended to be a technical resource to support informed policy

deliberation by the City Council. Staff welcome the Council's follow-up questions and areas for further analysis.

*In order to meet a possible January 1, 2026 implementation date, the City must approve the public safety sales tax by October 18, 2025. If not approved by then, the soonest the tax could be effective is April 1, 2026. If the Council elects to move forward, staff will prepare an ordinance for first reading on the October 2, 2025 Council meeting and for a second reading on October 9, 2025.

Alternatives

Staff is seeking direction from the Council on whether or not to proceed with implementation of the newly authorized Public Safety Sales Tax. In addition to that direction, the Council could direct staff to pursue any of the above revenue enhancements or expenditure cuts. The Council could also request additional information on any of the options presented or on other potential avenues.



Revenue Enhancement Options September 2025

Options to increase revenue or decrease costs:

Actions in Progress

- Restricted Funds Analysis
- Square Footage (Warehouse) Tax Audit
 - Telecommunications Lease Audit
 - Cost Recovery of Credit Card Fees
 - Use of Opioid Settlement Funds
- Implementation of Marina Rate Increases
 - Lease of Steven J. Underwood Park



ACTIONS IN PROGRESS

1. Restricted Funds Analysis

Description	Comprehensive review of City restricted funds to determine if funds can be used for expenses currently paid by the general fund.
Revenue Potential	May reallocate approximately \$100,000/year of unrestricted funds by continually monitoring eligibility of expenditures and restricted funds.
Time to Implement	Currently being implemented.
Offsetting Expenditures	None.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Staff has conducted a comprehensive review of restricted funds. • Several funds have been identified where money could be used to pay general fund expenses. • This will continually be reviewed and implemented.
Administrative Effort	<ul style="list-style-type: none"> • Staff time to review City funds (completed). • Updates to 2026 and future City budgets as needed.
Peer Usage	N/A.
Funding Source	These funds have already been collected by the City so no new taxes/fees.
Equity Implications	N/A.
Other Considerations	<p>Many of the revenue sources the City receives funding from are restricted on how they can be spent. For example, most of the money from speed enforcement cameras is limited to street maintenance and pedestrian safety projects. Through our in-depth review of the City budget, staff identified several places where either (1) general funds were being used to pay for expenses that could be paid by restricted funds or (2) general funds were being restricted by the Council or the City budget, and not by state law.</p> <p>One significant example of this was the use of Franchise payment funds for street maintenance. During the 2025/26 budget cycle, roughly \$600,000 of these funds were reallocated into the general fund and replaced by money that was restricted for street purposes.</p> <p>Another example of this was the use of Automation Fees collected by Community Development. Based on existing funding restrictions, some of the funds were able to be used to pay for Information Technology expenses that were previously paid for by the General Fund and Development Fund.</p> <p>Staff will continue to monitor and review the budget for opportunities to use restricted funds for eligible expenses within the General Fund.</p>

ACTIONS IN PROGRESS

2. Square Footage (Warehouse) Tax Audit

Description	Due to lower than anticipated square footage tax receipts, the City is in the process of retaining a tax consultant to conduct an audit on taxes received from newly instituted tax.
Revenue Potential	For 2025, the City projected receipts of \$840,000. As of the 2 nd quarter, only \$103,000 has been collected in 2025. Staff recommend reducing the estimated revenue to \$400,000 for FY25 and 26 while making aggressive efforts to improve collections.
Time to Implement	3-5 months for contracting and audit.
Offsetting Expenditures	The cost of the tax consultant, estimated \$50,000 - \$75,000. Cost is paid by revenues received.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Negotiate agreement with tax consultant. • Review findings in audit and implement recommendations.
Administrative Effort	<ul style="list-style-type: none"> • Select consultant and negotiate agreement. • Provide information as required to consultant. • Review findings and implement recommendations.
Peer Usage	It is common for cities to utilize consultants for auditing purposes. The City of Des Moines recently used a specialist to audit utility taxes.
Funding Source	The City would pay the consultant fee from the taxes collected. The businesses subject to the square footage tax would pay the increased taxes due.
Equity Implications	The square footage tax is limited to large businesses who have little to no retail sales in the City. Although taxes may be passed on to future consumers, the amount would likely be negligible.
Other Considerations	This tax would be unrestricted revenue in the general fund. It is anticipated that an initial audit would be sufficient to determine tax owed to date and that future or ongoing audits will not be necessary once initial compliance is obtained.

ACTIONS IN PROGRESS

3. Telecommunications Lease Audits

Description	Retain consultant to conduct audit of Telecommunications leases and pole usage.
Revenue Potential	\$0-\$40,000.
Time to Implement	3-5 months.
Offsetting Expenditures	Generally the cost for this type of audit is determined by the amount of revenue raised during the course of the audit, making this a low risk option.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Negotiate agreement with consultant. • Review findings in audit and implement recommendations.
Administrative Effort	<ul style="list-style-type: none"> • Select consultant and negotiate agreement. • Provide information as required to consultant. • Review findings and implement recommendations.
Peer Usage	It is common for cities to utilize consultants for auditing purposes. The City of Des Moines recently used a specialist to audit utility taxes.
Funding Source	Any increase in revenue would be paid by the telecommunications providers.
Equity Implications	Although generally increased fees are passed on to the end user, given the size of the telecommunications companies, it is unlikely any fee increase would be passed on.
Other Considerations	The City owns property where several large telecommunications facilities are located. The City has existing lease agreements with the pole owners and companies who have equipment on the poles. An audit of both the lease agreements and the equipment on the poles could provide an opportunity for additional revenue. This revenue would be unrestricted in the general fund.

ACTIONS IN PROGRESS

4. Cost Recovery of Credit Card Fees

Description	Ensure all City departments are collecting credit cards fees from customers to cover bank fees for credit card use. The anticipated amount is 3% of the transaction.
Revenue Potential	Annual savings of: Marina - \$100,000 - \$120,000 Community Events and Services - \$20,000 - \$25,000 City currently pays these fees, so it is cost recovery rather than “new revenue.”
Time to Implement	Target date is January 1, 2026 however this depends on coordination with vendors.
Offsetting Expenditures	Initial staff time to ensure systems are updated correctly.
Implementation Effort & Complexity	<ul style="list-style-type: none"> Coordinating with departments who accept credit cards but do not charge a fee. Working with vendors to implement a standard fee for all credit card transactions.
Administrative Effort	<ul style="list-style-type: none"> Initial staff time will be required to implement.
Peer Usage	<ul style="list-style-type: none"> It is common for both private and public agencies to charge a 3%–3.5% service fee on credit card payments to offset processing costs. The Port of Seattle applies a 2.3% service fee for card payments, attributing this to state-mandated cost recovery. Many municipalities and some marinas in the region have already implemented. The fee will apply across all City departments, not just the marina, for consistency and fairness.
Funding Source	Users of City programs or customers of City services.
Equity Implications	<p>This will increase the cost of programs and services for those using a credit card, although the increase will be minimal. This may disproportionately affect smaller recreational boaters, who could see the Marina as less affordable compared to competitors that do not impose the 3% fee or that absorb the processing costs.</p> <p>Customers can generally still pay with other methods that would not incur a fee, such as cash, check or debit.</p>
Other Considerations	The Community Development department currently charges a service fee of 3% for credit card transactions. In some departments, the City has not been charging a fee to use a credit card, which has resulted in those costs being covered by the City. By passing the credit card fee along to the user, the City will no longer be responsible for paying the costs.

ACTIONS IN PROGRESS

5. Opioid Settlement Funds

Description	The City has been receiving funds from class action lawsuits against opioid manufacturers, distributors and pharmacies. At this time the City has not spent any of the funds. The City is slated to receive approximately \$680,000 over the next 15 years.
Revenue Potential	\$40,000 annually. Current fund balance = \$261,000.
Time to Implement	3-6 months.
Offsetting Expenditures	Initial staff time to develop the Committee and on-going staff time to assist the Committee in expenditure recommendations and process.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Create committee of residents to review and make recommendations for funding. • Assign staff member to oversee committee. • Seek applications/recommendations for funding.
Administrative Effort	<ul style="list-style-type: none"> • Staff will be required to create the committee and oversee the committee.
Peer Usage	All cities in Washington State have begun receiving funds from opioid settlements. Pursuant to the terms of the settlement agreements, cities must create a committee to review and make recommendations on expenditures of settlement funds.
Funding Source	Settlement funds are received from manufacturers, distributors, and pharmacies that contributed to the opioid epidemic.
Equity Implications	Funds are required to be spent in response to the opioid epidemic and, as a result, are restricted to activities that treat opioid use disorder, support people in treatment and recovery, connect people who need help to get the help they need, etc.
Other Considerations	Although the funds are restricted, some eligible expenditures could allow the City to continue providing valuable services and assistance that may not be in future budgets. Since these are one-time revenues, staff recommend using them for non-recurring expenses.



ACTIONS IN PROGRESS

6. Implementation of Marina Rate Increases

Description	After completing a comprehensive rates study earlier this year, the Marina will implement a moorage rate increase effective January 1, 2026. Standard slips will increase by 15%, and brand-new slips located on the L, M, and N docks will increase by 30%.
Revenue Potential	<p>These adjustments are expected to bring the Marina closer to market standards for Puget Sound while providing significant additional revenue to support much-needed capital improvement projects. These projects include dock replacements, infrastructure upgrades, safety enhancements, and long-term debt obligations.</p> <p>Rate Adjustment Estimates 2024 - Annual Moorage Revenue = \$4,067,881 2025 – Annual Moorage Revenue expected (4.1% Increase) = ~\$4,200,000 2026 – Estimated Revenue (15/30% Rt. Increase) = \$4,800,000 <i>This includes Leasehold Tax and Electricity</i></p>
Time to Implement	Rate increases will go into effect on January 1, 2026, in alignment with the Marina’s billing cycle.
Offsetting Expenditures	The 15% increase for all original slips and storage spaces, paired with the 30% increase for all new slips, ensures that the revenue generated more closely aligns with the true costs of operating and improving the Marina. This adjustment allows the Marina to remain financially viable, fund necessary improvements, and continue providing safe, reliable, and modern facilities for tenants.
Implementation Effort & Complexity	Updates to billing systems and notification to all tenants will be required prior to the January 2026 implementation.
Administrative Effort	Minimal administrative effort will be required once the billing system has been updated by staff. Staff effort will be focused on tenant communications and answering customer questions regarding the increase. However, notifications of the increase started going out in July 2025.
Peer Usage	Rate adjustments are common practice among marinas across Puget Sound, with many facilities reviewing and updating their rates annually to remain aligned with market conditions and cover increasing operational and capital costs. Several nearby public and private marinas have implemented substantial increases in recent years, particularly where new docks and infrastructure upgrades have been completed. Shilshole Bay Marina (Port of

Revenue Enhancement Options
September 25, 2025



	<p>Seattle) is an example of a Marina which saw rate increases ranging from 0% to 12% for recreational monthly moorage, effective January 1, 2025. This demonstrates that rate adjustments within the mid-single-digit range are common regionally.</p> <p>The Des Moines Marina’s planned 15% increase for original slips and storage spaces, and 30% increase for the newly constructed L, M, and N docks, is consistent with regional practices. Many peer marinas apply higher rates for newer facilities, reflecting the greater value, safety, and reliability offered by upgraded infrastructure.</p>
Funding Source	Des Moines Marina tenants.
Equity Implications	<p>Tenants with smaller boats, who often have less disposable income, may feel the increase more acutely. Even though larger-vessel owners will pay higher dollar amounts, they typically have greater financial capacity to absorb the change.</p> <p>Higher rates may put pressure on tenants with limited budgets, potentially leading to some choosing to downsize, relocate to more affordable marinas, or leave boating altogether.</p> <p>Tenants were informed about these changes during a July meeting, and staff has not received any feedback indicating that these changes have caused a tenant to leave our marina.</p>
Other Considerations	This rate increase is intended to balance fairness, competitiveness, and financial necessity. It is a critical step in ensuring that the Marina can continue to operate sustainably while funding vital capital projects for decades to come.

ACTIONS IN PROGRESS

7. Lease of Steven J. Underwood Park (Pending Council vote)

Description	Long term lease of SJU Park for the operation, maintenance and management of the baseball/softball fields with Perfect Game.
Revenue Potential	Direct revenue would be negligible. Lease would result in reduced costs to the City, including utilities, janitorial, and field maintenance. Annual savings to the City estimated at \$100k-\$120k.
Time to Implement	3 months.
Offsetting Expenditures	Initial staff costs on negotiation and implementation.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Negotiate lease agreement. • Council approval. • Finalize implementation.
Administrative Effort	<ul style="list-style-type: none"> • Negotiate lease agreement and draft for Council approval. • Staff time to implement agreement.
Peer Usage	The City of Everett currently contracts with Perfect Game for a similar arrangement. It is unknown if other cities contract for operation/management of their park facilities.
Funding Source	Park users would pay for field rentals and programs. City would have oversight regarding fees, and can requires resident and low-income discounts.
Equity Implications	As part of operating agreement, City can require discounts for residents as well as for low income households.
Other Considerations	The intent of this type of arrangement is to increase usage and availability of the park and to reduce the cost of operation and maintenance to the City. Savings from this agreement could be used to fund other park maintenance.

* Additionally, City staff are considering the possibility of long-term leases for other City facilities. If these efforts advance, we will update the City Council to seek feedback and guidance.

**New Revenue Options to
increase revenue or decrease costs.**

- Public Safety Sales Tax
- Open Spaces Transfer to SWM Utility
 - Water/Sewer Utility Tax Increase
- 24-Hour Traffic Safety Cameras in School Zones
 - Additional Traffic Safety Cameras
 - Increase in Car Tab Fees
 - In-House Production of City Currents
 - Impact Fee Analysis
- Implement City-wide Tax on City Paid Parking
 - SWM Utility Tax Increase

NEW REVENUE OPTIONS

1. Public Safety Sales Tax

Description	Beginning July 27, 2025, Cities and Counties may impose a new councilmanic 0.1% sales and use tax dedicated to criminal justice purposes. This tax is an additional tax that is not credited against the state sales tax.
Revenue Potential	\$450,000
Time to Implement	The tax could take effect no earlier than January 1, 2026 because the Department of Revenue requires advance notice before the tax can be implemented on specific dates. For the tax to be effective January 1, 2026, an ordinance will need to be enacted by October 18, 2025. For an April 1, 2026 effective date, the ordinance will need to be passed by January 6, 2026.
Offsetting Expenditures	Administrative costs of enacting the ordinance and notifying DOR. Additional costs for compliance should be negligible, as DMPD is already largely in compliance with the requirements to impose the tax.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • DMPD will need to submit materials to CJTC to establish that the department meets the criteria to be eligible to impose the tax. DMPD believes they are in compliance with all but one requirement for which the criteria have not yet been released. • The City Council can impose the tax by ordinance. • The passed ordinance will need to be sent to the Department of Revenue for collection of the tax.
Administrative Effort	<ul style="list-style-type: none"> • DMPD prepares and submits materials to CJTC to demonstrate compliance with the HB 2015 criteria. • An ordinance is drafted and enacted. • The enacted ordinance is forwarded to DOR.
Peer Usage	This is a brand new tax available to cities and CJTC is not yet ready to certify compliance with the statute, so cities are still evaluating adopting this. To date, the Cities of Kent, Renton, Auburn and King County have adopted this. SeaTac is considering this on September 23 and will likely approve the tax. Given efforts by the state to encourage participation, peer usage is likely to be substantial.
Funding Source	Buyers and users of goods and services subject to sales and use tax in Des Moines.
Equity Implications	<ul style="list-style-type: none"> • Sales taxes tend to be regressive - lower-income households pay a higher share of income. • Revenue can be used for criminal justice-related programs that may improve equity outcomes (e.g., mental health crisis response).
Other Considerations	Revenue is restricted to broadly defined “criminal justice purposes.” As staff work to develop amendments to the FY26 budget, this revenue would allow the City to fund: <ul style="list-style-type: none"> • Additional Police Officer FTE. • Reinstating more robust Animal Control contract Costs associated with increased Public defender staffing.

NEW REVENUE OPTIONS

2. Open Spaces Transfer to SWM Utility (Currently being evaluated)

Description	Transfer the ownership and maintenance of non-developed City owned open spaces to the Surface Water Management Utility.
Revenue Potential	No increase in annual revenue. However, it would reduce supplies and services costs from the general fund by approximately \$100,000 per year and would increase capacity for existing maintenance staff.
Time to Implement	A rate study is currently pending. This would also require a Code update and potential increase in SWM staffing. Most likely implementation would be concurrent with 2027/28 budget adoption.
Offsetting Expenditures	Increased cost to SWM utility for maintenance of open spaces.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Completion of pending rate study. • City Council Ordinance transferring ownership to SWM utility. • SWM staff assessment and potential new hires. • Notification of increase in SWM fees to reflect increased cost of property maintenance.
Administrative Effort	<ul style="list-style-type: none"> • Review completed rate study. • Draft and enact ordinance. • Assess and hire new staff if needed. • Implementation of rate increase.
Peer Usage	It is fairly common for a SWM utility to own and maintain non-developed publicly owned lands. This model is used by the City of Tacoma, as well as cities like Redmond, Richland and Shelton.
Funding Source	Property owners who pay SWM fees.
Equity Implications	<ul style="list-style-type: none"> • The City is required to maintain our publicly owned properties, historically that has been funded from the general fund. • Additional cost of maintenance would be paid by property owners.
Other Considerations	General fund savings would be unrestricted. Over the last few years there have been several costly clean-ups of City owned properties due to homeless encampments. That cost has been covered by the general fund. Transferring ownership would reduce the risk to the general fund of unanticipated high cost clean-ups and provide for more consistent and thorough maintenance of publicly owned property.

new revenue options

3. Water/Sewer Utility Tax Increase

Description	Imposition of a utility tax on non-franchised water/sewer utilities or negotiate an increase in our existing franchise payments in lieu of a tax. The cities existing franchise payment rate is 6% for all water/sewer utilities.
Revenue Potential	\$0 - \$900,000 depending on Council determination of new rate.
Time to Implement	Due to existing franchise agreements, implementation could not occur until June of 2026.
Offsetting Expenditures	Staff time to negotiate updated franchise payments or prepare ordinance to impose utility tax.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Notify utility providers with expiring franchises (Highline, Midway, SW Suburban) of notice to terminate (must be done by December of 2025). • This does not impact the agreements with Lakehaven and WD54 as their agreements extend beyond 2030. • Negotiate with utility providers on potential new franchise payment rate. • Either approve new franchise agreements or draft utility tax ordinance. • Approve utility tax ordinance if unable to agree to new franchise payment rate.
Administrative Effort	<ul style="list-style-type: none"> • Based on direction from Council, staff will either negotiate new franchise payment rates or draft utility tax ordinance. • Staff would prepare new franchise agreements or utility tax ordinance.
Peer Usage	<p>Water/Sewer utility tax rates vary greatly by jurisdiction. Below is a sample of notable jurisdictions. Water rate is shown first, followed by sewer.</p> <ul style="list-style-type: none"> • Kent – 13, 9.5% • Kirkland – 11.8, 9.5% • Burien – 10, 10% • Federal Way - 7.75, 7.75% • Yakima – 20, 20% • Auburn - 11.5, 11.5% • Normandy Park - 8, 8% • Tukwila - 10, 10% • Covington – 10, 10% • Des Moines – 6, 6% (Franchise payment in lieu of tax)
Funding Source	The utility is responsible for paying the tax or franchise payment. This tax is generally passed along to the user.
Equity Implications	Utility taxes tend to be regressive - lower-income households pay a higher share of income.
Other Considerations	Due to existing franchise agreements, this option would only be available for 3 of the 5 utility providers in the City. An increase of 1% in franchise payment rate is estimated to be \$150,000 per year. If the rates were moved from 6% to 12% the City could see an additional \$900,000 in revenue annually. These funds are unrestricted.

New Revenue Options

4. 24-Hour Traffic Safety Cameras in School Zones

Description	Cities are authorized to utilize traffic safety cameras to issue traffic citations for specific infractions. Des Moines is currently utilizing cameras to enforce school zone speed violations, red light violations, and speed violations in the Redondo Park Zone. State law now allows cities to utilize cameras in “school walk zones”, which include roads within a one-mile radius of a school that students use to travel to school by foot, bicycle, or other means of active transportation. Under this authority, the City could utilize the existing school zone cameras to detect regular speed violations when the school zone is not in effect.
Revenue Potential	Based on the speed study conducted in May 2025 and assuming the capacity to process all potential citations, converting the cameras near Woodmont Elementary to 24 hour use could initially generate over \$500,000 per month of restricted revenue, which is projected to dramatically decrease over time. This number is estimated based on current traffic data and doesn’t account for warning signs and/or fine collection. For budgeting purposes, we estimate that the camera will generate 10-20% of the revenue it initially collects over the long term.
Time to Implement	Reconfiguration of the cameras once authorized would likely take 4-6 months, including a 30-day warning period.
Offsetting Expenditures	<ul style="list-style-type: none"> • Staff time for implementation. • Sign installation. • Police staff time for reviewing potential citations. • Court and legal time for processing and adjudicating citations.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Analysis must be conducted of proposed camera locations to confirm need and equity considerations on livability, accessibility, economics, education, and environmental health. • City Council must enact an ordinance finding that the locations have experienced higher crash risks due to excessive speed and authorizing placement of the cameras. • Contract with camera vendor must be amended to add the new function to the existing cameras. • Vendor configures their systems to enable 24-hour utilization of the cameras and to issue two different citations based on whether the school zone is in effect or not. • Signs installed warning drivers of camera enforcement 30 days prior to ticket issuance. • Court coordinates with State Administrative Office of the Courts for processing new infractions.
Administrative Effort	<ul style="list-style-type: none"> • Conduct location analysis and determine location for cameras. • Prepare and present to City Council an ordinance and a vendor contract amendment. • Coordinate with vendor for installation of cameras.

Revenue Enhancement Options
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	<ul style="list-style-type: none"> • Install signage. • Work with Court to enable processing of citations through State court computer system.
Peer Usage	Use of traffic safety cameras for detecting school zone and red light violations is common throughout the state, including Tukwila, Kent, Federal Way, Auburn, and Renton. Lake Forest Park and Poulsbo have reportedly begun to utilize school zone cameras for 24 hour enforcement.
Funding Source	Motor vehicle operators committing speed violations at camera locations.
Equity Implications	<ul style="list-style-type: none"> • Penalties are not correlated to income or wealth, so they impact lower income drivers disproportionately to their resources. • State law provides automatic reduction for first offense for drivers receiving government assistance. • Drivers self-select for penalty – only drivers violating traffic laws in an area with posted warning signs will be cited.
Other Considerations	<ul style="list-style-type: none"> • Revenues are restricted to paying the costs of the camera program or traffic safety activities related to construction and preservation projects and maintenance and operations purposes. • Court staffing will need to be increased to accommodate increased citations. • Revenue from enforcement cameras tend to show marked decreases over time, due to increased compliance. • Public safety benefits go beyond revenue from installing these cameras.

NEW REVENUE OPTIONS

5. Additional Traffic Safety Cameras

Description	Cities are authorized to utilize traffic safety cameras to issue traffic citations for specific infractions. Des Moines is currently utilizing cameras to enforce school zone speed violations, red light violations, and speed violations in the Redondo Park Zone. State law allows Des Moines to install three additional cameras to detect general speed violations based on population.
Revenue Potential	Based on the speed study conducted in May 2025 and assuming the capacity to process all potential citations, any one of the potential locations with the highest violation rates use could initially generate over \$2,000,000 per month of restricted revenue, which is projected to dramatically decrease over time. This number is estimated based on current traffic data and doesn't account for warning signs and/or fine collection. For budgeting purposes, we estimate that the camera will generate 10-20% of the revenue it initially collects over the long term.
Time to Implement	Installation and activation of the cameras once authorized would likely take 4-6 months, including a 30-day warning period.
Offsetting Expenditures	<ul style="list-style-type: none"> • Staff time for implementation. • Sign installation. • Police staff time for reviewing potential citations. • Court and legal time for processing and adjudicating citations.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Analysis must be conducted of proposed camera locations to confirm need and equity considerations on livability, accessibility, economics, education, and environmental health. • City Council must enact an ordinance finding that the locations have experienced higher crash risks due to excessive speed and authorizing placement of the cameras. • Contract with camera vendor must be amended to add the new cameras. • Vendor installs new cameras with coordination from City departments. • Signs installed warning drivers of camera enforcement 30 days prior to ticket issuance. • Court coordinates with State Administrative Office of the Courts for processing new infractions. • WSDOT must be notified if a camera is to be placed on a state highway.
Administrative Effort	<ul style="list-style-type: none"> • Conduct location analysis and determine location for cameras. • Prepare and present to City Council an ordinance and a vendor contract amendment. • Coordinate with vendor for installation of cameras. • Install signage. • Work with Court to enable processing of citations through State court computer system.
Peer Usage	Use of traffic safety cameras for detecting school zone and red light violations is common throughout the state, including Tukwila, Kent, Federal Way,

Revenue Enhancement Options
September 25, 2025



	Auburn, and Renton. Tukwila and Auburn are exploring non-school zone speeding tickets.
Funding Source	Motor vehicle operators committing speed violations at camera locations.
Equity Implications	<ul style="list-style-type: none"> • Penalties are not correlated to income or wealth, so they impact lower income drivers disproportionately to their resources. • State law provides automatic reduction for first offense for drivers receiving government assistance. • Drivers self-select for penalty – only drivers violating traffic laws in an area with posted warning signs will be cited.
Other Considerations	<ul style="list-style-type: none"> • Revenues are restricted to paying the costs of the camera program or traffic safety activities related to construction and preservation projects and maintenance and operations purposes. • Court staffing will need to be increased to accommodate increased citations. • Revenue from enforcement cameras tend to show marked decreases over time, due to increased compliance. • Public safety benefits go beyond revenue from installing these cameras.



NEW REVENUE OPTIONS

6. Increase in Car Tab Fees

Description	Des Moines has created a Transportation Benefit District (TBD) to fund transportation improvements funded by annual \$40 car tab fees. The City Council has the authority to increase the fee to \$50.
Revenue Potential	Increase of \$250,000 Currently collect \$1M annually
Time to Implement	Fee increase cannot be imposed less than six months after passage of the ordinance and must be published before April 1 of the year in which the increase is to be imposed. As a result, it is likely this would not go into effect until 2027.
Offsetting Expenditures	Administrative cost of implementing new ordinance and notifying the Department of Licensing.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • City Council may increase the car tab fees by Ordinance. • The fee increase cannot take effect less than six months from the enactment of the Ordinance. • Notice of intent to increase the fee must be published before April 1 of the year in which the increase is to be imposed.
Administrative Effort	<ul style="list-style-type: none"> • Draft and enact ordinance. • Publish intent to impose car tab fee increase. • Notify DOL of increase in car tab fee increase.
Peer Usage	<p>\$50 car tab fees:</p> <ul style="list-style-type: none"> • Lake Forest Park* • Seattle* <p>\$40 car tab fees:</p> <ul style="list-style-type: none"> • Shoreline* • Des Moines <p>\$20 car tab fees:</p> <ul style="list-style-type: none"> • Burien • Covington* • Enumclaw* • Kirkland • Maple Valley* • Mercer Island • Normandy Park <p>(*also imposes TBD sales tax in addition to the fee)</p>
Funding Source	Owners of motor vehicles residing in Des Moines.
Equity Implications	<ul style="list-style-type: none"> • TBD car tab fees are a flat fee and not scaled with income or value of vehicle, so they may have greater impact on lower income drivers. • Funds for transportation system improvements come from users of the transportation system and do not come from general taxes.
Other Considerations	Revenues are restricted to funding transportation improvements. Current TBD funds are divided between the Street Fund and the Street Pavement Fund. The new revenue could supplant otherwise unrestricted funds that currently fund transportation improvements.



NEW REVENUE OPTIONS

7. In House Production of City Currents

Description	Moving the production of the City Currents to in-house.
Revenue Potential	Estimated savings between \$40K-\$45K.
Time to Implement	Per the current contract with Colibri Northwest, the City would need to provide a minimum of 6 months notice.
Offsetting Expenditures	Staff time required to prepare content for print would be minimal and would not create additional costs, since staff already develops content for Colibri Northwest’s production process.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Create a template utilizing one of our communications platforms that we currently work with for our day to day communication activities.
Administrative Effort	<ul style="list-style-type: none"> • No additional administrative oversight would be required, as these responsibilities are already being managed under the current provider arrangement.
Peer Usage	<p>Surrounding Cities utilize the following methods to communicate to their community:</p> <p>SeaTac – Civic Campus (in house) Normandy Park – Normandy Park Scene (Colibri Northwest) Burien – Burien Magazine & Burien City News (in house production) Federal Way – City Wide News (in house production) Auburn Magazine – (in house production) Tukwila – (in house production) Kent (in house production)</p>
Funding Source	The City’s General Fund.
Equity Implications	Less advertisement opportunities for our local businesses and/or those who currently advertise in our current quarterly publication, however we feel there would be no lack in City content to our residents.
Other Considerations	<p>General fund savings would be unrestricted.</p> <p>City Currents is currently 30-32 pages per issue and costs the City approximately \$75k annually.</p> <p>The in-house production of Currents would be less pages (12 pages per issue) but still be glossy and mailed directly to residents.</p>

NEW REVENUE OPTIONS

8. Impact Fee Analysis

Description	Initiate review of existing impact fee charges and consider increases or additional impact fee options.
Revenue Potential	Unknown at this time.
Time to Implement	4-6 months.
Offsetting Expenditures	Staff time to conduct analysis. Will also require outside consultant prior to implementation.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Review existing impact fee charges. • Research any additional impact fees available that are not being used. • Conduct study that could justify fee increases. • Council consideration and approval.
Administrative Effort	<ul style="list-style-type: none"> • Staff time would be needed to meet all the Implementation Effort & Complexity listed above.
Peer Usage	Impact fees are one-time charges assessed by a local government against a new development project to help pay for new or expanded public capital facilities that will directly address the increased demand for services created by that development. The fees are common among cities in Washington however the amounts charged may vary greatly.
Funding Source	The developer initially pays the impact fee which is then usually either passed along to a tenant or included in the sale price of the completed residence.
Equity Implications	Impact fees increase the cost of development, so they result in higher costs of housing.
Other Considerations	Impact fees are restricted to capital projects. The City currently assesses transportation impact fees. State law allows cities to assess impact fees for publicly owned parks, open space and recreation facilities.

NEW REVENUE OPTIONS

9. Implement City-wide Parking Tax on paid parking

Description	Implement City-wide Parking Tax on paid parking. Would apply to City owned lots as well as private paid parking lots (hotels).
Revenue Potential	Every 1% of a parking tax would create \$5,000 in revenue.
Time to Implement	Could be implemented within 3 months. Would require Code update.
Offsetting Expenditures	Staff time to write ordinance and Council consideration and approval.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Draft ordinance for review and approval. • Notify potential tax payers of new tax. • Collect tax.
Administrative Effort	<ul style="list-style-type: none"> • Draft and enact ordinance. • Notify potential tax payers and create procedures for collection.
Peer Usage	<p>Not all cities impose a parking tax as paid parking is more common in urban areas or surrounding transportation facilities like airports. Examples of rates are found below:</p> <p>Seattle – 14.5% SeaTac - \$3.99 per transaction Burien - \$3.00 per transaction Tukwila – 15% Pacific – 15% Des Moines – 0%</p>
Funding Source	The parking business operator is responsible for collecting the tax from customers and remitting it to the local government.
Equity Implications	Implementation of a parking tax would be an additional cost for users of paid parking lots. This would include the marina and Redondo Beach parking lots as well as paid parking at the Four Points Sheraton.
Other Considerations	The City of Des Moines previously had a parking tax in the amount of 10%. This was repealed in 2018. Funds from a parking tax would be unrestricted general funds.



NEW REVENUE OPTIONS

10. SWM Utility Tax Increase (Not Recommended)

Description	Increase tax imposed on the Surface Water Management Utility.
Revenue Potential	Every 1% tax increase would result in additional \$50,000 annually to the City general fund. The City's current tax rate is 13%.
Time to Implement	Could be implemented within approximately 3 months.
Offsetting Expenditures	Staff time to prepare ordinance. Potential noticing to rate payers.
Implementation Effort & Complexity	<ul style="list-style-type: none"> • Prepare ordinance for Council consideration. • Notify rate payers of increase. • Update billing to collect increased tax rate.
Administrative Effort	<ul style="list-style-type: none"> • Draft and enact ordinance. • Notify rate payers of increase. • Update billing to collect increased tax rate.
Peer Usage	<p>Surface Water Tax rates vary greatly by jurisdiction. Below is a sample of notable jurisdictions:</p> <ul style="list-style-type: none"> • Kent – 19.5% • Kirkland – 6.98% • Burien – N/A, charges a fee but no tax. • SeaTac – N/A, charges a fee but no tax. • Federal Way 7.75% • Yakima – 15% • Buckley - 10% • Milton – 9% • Issaquah – 3% • Des Moines – 13%
Funding Source	Property owners who pay SWM fees.
Equity Implications	Utility taxes tend to be regressive - lower-income households pay a higher share of income.
Other Considerations	Any additional revenue from a SWM utility tax increase would be unrestricted and could be used for any purpose.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Planning Commission Discussion

FOR AGENDA OF: September 25, 2025

ATTACHMENTS:

- 1. Proposed DMMC Review Chart

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: September 15, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose

The purpose of this agenda item is to have a discussion regarding formation of a Planning Commission.

Background

Planning Commission Definition:

An advisory body appointed by a governing body, such as the City Council, responsible for guiding the long-term growth and development of a jurisdiction through maintaining and implementing the city’s or county’s general plans, rules, and regulations.

Per RCW 35.63.030:

The ordinance creating the Planning Commission shall set forth the number of members to be appointed, not more than one-third may be ex officio members. The term of office for appointed members shall be designated from one to six years, to provide the fewest possible terms will expire in any one year. Thereafter, terms shall be four or six years.

Powers and Functions of Planning Commissions:

The Planning Commission provides citizen review and recommendations on planning-related matters. The commission can also act as the research and fact-finding agency of the municipality. Planning Commissions do not typically exercise legal power to approve or deny developments. City Council has the final say on land use planning and development and establishes the overall “vision” for the community that informs policy. The Planning Commission acts in an advisory role and provides recommendations to the Council. The commission bridges the gap between public and government, as the seats are filled by local members of the community.

Planning Commissioners usually have some land use, planning, urban design, development, or economic development background. The commission is typically appointed by the mayor and confirmed by the City Council. A commission comprised of members with backgrounds on land use or development issues can allow for a more balanced and detailed review of planning-related matters. Commission meetings can be a forum for consistent community engagement, and are conducted as open public meetings, subject to all requirements of the Open Public Meeting Act. Members of the public can speak at Planning Commission meetings regarding projects and engage in the review process at this level, before a public hearing or council decision. A Planning Commission can also have more objective reviews, with less political influence, as it does not have any legal power.

The Planning Commission typically holds public hearings and makes a recommendation to the City Council for development-related Municipal Code revisions, Zoning Map revisions, Comprehensive Plan revisions, Master Plans, Planned unit development, and Development Agreements.

Taking projects or code updates to the Planning Commission can add to review times, as it requires another layer of review. Council’s first exposure to projects would be at the end of the planning process (post-commission review and forwarding of recommendation) instead of earlier in the process, which may extend the amount of time the council spends on a project or code update. There is also an additional administrative burden; added time and resources spent by staff to manage the commission. Typically Planning Department staff will act as the secretary/organizer/facilitator for the commission.

References

MRSC. (2022). *Planning Commissions*. Retrieved from MRSC: <https://mrsc.org/explore-topics/planning/proceedings/planning-commissions>

Planetizen. (2024). *What is a Planning Commission*. Retrieved from Planetizen :

<https://www.planetizen.com/definition/planning-commissions#:~:text=Planning%20commissions%20serve%20an%20advisory,infrastructure%20investments%2C%20among%20other%20duties.>

Discussion

In February, the Council directed staff to start to add the establishment of the Planning Commission to the work program. This will require amendments to the Municipal Code. Staff has been researching different codes and is looking to the Council for direction on what the Council would like to see incorporated into the Des Moines Municipal Code, including:

- Number of Commissioners
- Term of appointment
- Background of Members
- Duties & Responsibilities

Number of Members: A majority of Washington cities have 7 Commissioners. However, Council can establish a commission with as few as 3 members and up to 12 members.

Term: 4 or 6 years. The initial term may be shortened as needed to stagger member terms.

Appointment: Mayoral/Council Confirmation or City Council appointment and confirmation

Membership:

Many Planning Commissioners have experience with land use, elected office, engineering, transportation, or development. However, some are community members with little experience other than an interest in developing their community.

State law does not mandate specific qualifications for planning commissioners; however, cities can adopt their own requirements, such as residency requirements.

To assist the Council with the deliberations regarding the formation of the Commission, staff are providing example language from another city regarding their Planning Commission.

Example:

Membership. The Planning Commission's membership should reflect the City's diverse community in a manner that represents the City's interests and population.

1. The Commission should consist of members qualified by experience or interests in areas related to topics related to Growth Management, Land Use, Housing, Transportation, Economic Development, Parks, or Environment management. Members should represent a cross-section of the community, including, but not limited to, occupations, skills, experiences, ages, ethnicities, demographics, and geographic areas.
2. The Planning Commission shall consist of seven (7) members.
3. If qualified candidates are available, one (1) member should represent each of the following interests:
 - a. Homeowner, two (2) members preferred.
 - b. Renter, two (2) members preferred.
 - c. Owner, operator, or employee of a small business within the City limits.
 - d. Representative of the construction community, such as builders, architects, engineers, urban planners, and designers.
4. Requirements for Residency
5. At least six (6) members of the Commission shall be residents of the City who have lived within the City for at least one (1) year prior to appointment to the commission.
6. One (1) member of the Commission may be a nonresident if the member has been an owner, operator or employee of a small business operating within the City limits for at least one (1) year prior to appointment to the Commission.

Additional Examples:

Maple Valley:

<https://www.codepublishing.com/WA/MapleValley/#!/MapleValley11/MapleValley1160.html#11.60.020>

Black Diamond:

https://library.municode.com/wa/black_diamond/codes/code_of_ordinances?nodeId=TIT2ADPE_C H2.24PLCO_2.24.010ME

Covington: <https://covington.municipal.codes/CMC/2.15.020>

Renton: <https://www.codepublishing.com/WA/Renton/#!/Renton02/Renton0210.html#2-10-5>

Purpose/Duties and Responsibilities:

The City Council, in creating the Planning Commission, determines the scope of duties and responsibilities of the advisory agency. Under the Growth Management Act they are to review and

make recommendations on Comprehensive Plans, Land Use regulations, and community development issues. Staff has researched purpose and duties from other cities and is making the following initial recommendation:

The purpose of the Planning Commission is to provide guidance and direction for the City's future growth through continued review and improvement to the City's comprehensive land use plan, zoning code, shoreline management, environmental protection and related land use documents in compliance with Chapters 35A.63 and 36.70A RCW. At the direction or referral by the City Council, the Planning Commission shall review staff proposals, hold public hearings, and submit recommendations to the City Council per DMMC 18.20.080A Project Review Chart. The Planning Commission shall review such other matters and take such further action as the City Council may direct from time to time by motion, resolution, or ordinance.

Project Review Chart

During this process, Council has asked for clarification on which items are referred to the Planning Commission. To address this, staff is proposing an amendment to the project review chart (Attachment 1). The revised chart clarifies: (1) which applications require a Planning Commission recommendation and/or hearing, (2) the type of hearing and the body that conducts it (if required), and (3) the appeal process for each application type.

18.20.080A Project Review Chart

	Decision Maker	Applicable Code Section
Type I – Administrative land use decisions made without legal requirement for public comment	Planning, Building and Public Works Director	DMMC 18.20.150 and 18.20.160
Accessory dwelling unit (ADU) development permit	Planning, Building and Public Works Director	DMMC 18.55.140
Building height bonus	City Manager	DMMC 18.115.060(2)
Comprehensive signage design plan permit	Planning, Building and Public Works Director	DMMC 18.200.120 through 18.200.140
Lot line adjustment (exempt DMMC 18.20.060(2))	Planning, Building and Public Works Director	Chapter 17.25 DMMC
Sign permit	Planning, Building and Public Works Director	DMMC 18.200.060 and 18.200.080
Special use sign permit	Planning, Building and Public Works Director	DMMC 18.200.110
Construction permits required under Title 14 DMMC (Buildings and Construction) categorically exempt from SEPA (exempt DMMC 18.20.060(2))	Building Official	Title 14 DMMC
Design review decisions	Planning, Building and Public Works Director	DMMC 18.235.110 and 18.235.120
Determination that action is categorically exempt	SEPA Official	DMMC 16.05.110
Reasonable use exceptions or determinations in environmentally critical areas	Planning, Building and Public Works Director	Chapter 16.10 DMMC and DMMC 16.10.400
Interpretation of Title 12 DMMC, Streets, Sidewalks, and Public Places, Title 14 DMMC, Buildings and Construction, Title 16 DMMC, Environment, Title 17 DMMC, Subdivisions, and this Title	Planning, Building and Public Works Director or Building Official as applicable	Chapter 12.02 DMMC Chapter 14.02 DMMC Chapter 16.02 DMMC Chapter 17.02 DMMC Chapter 18.50 DMMC
Off-street parking permit	Planning, Building and Public Works Director	DMMC 18.210.060
Reduction of the minimum retail trade or personal business services requirements for mixed use developments	Planning, Building and Public Works Director	DMMC 18.115.050(9)(b)
Waiver of zoning requirements	Planning, Building and Public Works Director	DMMC 18.35.050
Street vacations and other actions relating to use of public areas or facilities (exempt DMMC 18.20.060(1))	Planning, Building and Public Works Director	Title 12 DMMC
Noise mitigation plan	Planning, Building and Public Works Director	DMMC 18.185.060
Landscaping site plans	Planning, Building and Public Works Director	DMMC 18.195.020(4)
Exemptions from shoreline substantial development permit	Planning, Building and Public Works Director	DMMC 16.20.010
Environmentally critical area development exception	Planning, Building and Public Works Director	DMMC 16.10.300
Modification of parking provisions	City Manager	DMMC 18.210.070
Temporary homeless encampments	Planning, Building and Public Works Director	DMMC 18.170.080
Type II – Administrative land use decisions made after legally required opportunity for public comment	Planning, Building and Public Works Director	DMMC 18.20.170
Applications for small domestic animals, large domestic animals	City Manager or City Manager's	Chapter 18.150 DMMC

	Decision Maker	Applicable Code Section
and bee review	Designee	
Short subdivisions, preliminary approval	Planning, Building and Public Works Director	DMMC 17.05.060 through 17.05.090 and 17.05.140 through 17.05.210
Modified short subdivisions	Planning, Building and Public Works Director	DMMC 17.05.060 through 17.05.090 and 17.05.140 through 17.05.210
Alteration or vacation of binding site plan with no more than four lots	Planning, Building and Public Works Director	Chapter 17.20 DMMC
Alteration or vacation of short subdivision without public dedication	Planning, Building and Public Works Director	DMMC 17.20.050(2) and chapter 17.05 DMMC
Binding site plan with no more than four lots	Planning, Building and Public Works Director	DMMC 17.20.050(2) and chapter 17.30 DMMC
Determination of the adequacy of a final environmental impact statement	SEPA Official	DMMC 16.05.150 through 16.05.170 and 16.05.300 through 16.05.320
Determination of nonsignificance (DNS) and mitigated DNS	SEPA Official	DMMC 16.05.140 and 16.05.300 through 16.05.320
Determination of significance (DS) (appeal by LUPA action only)	Planning, Building and Public Works Director	DMMC 16.05.320(5)(d)
Planning, Building and Public Works Director approval, conditional approval, or denial of a project based upon chapter 16.05 DMMC (SEPA rules)	Planning, Building and Public Works Director	DMMC 16.05.300 through 16.05.320
Administrative decision made pursuant to chapter 16.15 DMMC, Flood Hazard Areas	City Manager or the City Manager's designee	DMMC 16.15.170
Townhouse development with no more than four lots	Planning, Building and Public Works Director	DMMC 18.60.050(2) and 17.05.150
Shoreline substantial development permit	Planning, Building and Public Works Director	DMMC 16.20.010
Shoreline substantial development permit revisions	Planning, Building and Public Works Director	DMMC 16.20.010
Modification of landscaping requirement(s)	Planning, Building and Public Works Director	DMMC 18.195.420
Type III – Quasi-judicial and other decisions by the Hearing Examiner made after legally required opportunity for public comment	Hearing Examiner	DMMC 18.20.180
Appeal of an administrative/land use decision	Hearing Examiner	DMMC 18.20.160
Conditional use permit	Hearing Examiner	Chapter 18.140 DMMC
Hearing Examiner approval, conditional approval or denial of a project based upon chapter 16.05 DMMC, SEPA	Hearing Examiner	Chapter 16.05 DMMC
Variance	Hearing Examiner	DMMC 18.35.070
Abatement of nonconforming uses (exempt DMMC 18.20.060(1))	Hearing Examiner	DMMC 18.15.110
Type IV – Quasi-judicial and other nonlegislative decisions by the City Council made after legally required opportunity for public comment	City Council	DMMC 18.20.190
Zoning map amendments (site specific)	City Council	Chapter 18.30 DMMC
Subdivisions – preliminary plat approval	City Council	DMMC 17.10.130 through 17.10.200
Modified subdivision – preliminary	City Council	DMMC 17.15.060 through 17.15.090
Alteration or vacation of a subdivision – preliminary	City Council	DMMC 17.20.050 and chapter 17.10 DMMC

	Decision Maker	Applicable Code Section
Alteration or vacation of a short plat with public dedication – preliminary	City Council	DMMC 17.20.050 and chapter 17.05 DMMC
Alteration or vacation of a binding site plan with public dedication – preliminary	City Council	DMMC 17.20.050(1)(b) and chapter 17.10 DMMC
Alteration or vacation of binding site plan with more than four lots; not involving a public dedication – preliminary	City Council	DMMC 17.20.050(1) and chapter 17.30 DMMC
Approval of business park and institutional campus master plans (exempt DMMC 18.20.060(1))	City Council	DMMC 18.105.050
Binding site plan with more than nine lots, preliminary approval	City Council	DMMC 17.30.050(2) and 17.30.090
Planned unit development, preliminary approval	City Council	Chapter 18.230 DMMC
Townhouse development with more than nine lots	City Council	DMMC 18.50.050(3) and 17.10.130 through 17.10.170
City Council approval, conditional approval or denial of a project based upon chapter 16.05 DMMC	City Council	Chapter 16.05 DMMC
Shoreline substantial development permit with an environmental impact statement	City Council	DMMC 16.20.010
Shoreline conditional use	City Council	DMMC 16.20.010
Shoreline variance	City Council	DMMC 16.20.010
Unclassified use permit	City Council	DMMC 18.20.190
Type V – Quasi-judicial and other nonlegislative decisions by the City Council without requirement for public comment	City Council	DMMC 18.20.200
Final alteration or vacation of binding site plan with public dedication	City Council	DMMC 17.20.050 and 17.20.060
Final alteration or vacation of binding site plan with more than four lots and not involving a public dedication	City Council	DMMC 17.20.050 and 17.20.060
Final alteration or vacation of short subdivision with public dedication	City Council	DMMC 17.20.050 and 17.20.060 and chapter 17.05 DMMC
Final alteration or vacation of subdivision	City Council	DMMC 17.20.050 and chapter 17.10 DMMC
Final binding site plan with more than four lots	City Council	DMMC 17.30.070
Final modified short subdivision	City Council	DMMC 17.15.090
Final modified subdivision	City Council	DMMC 17.15.090
Final planned unit development	City Council	Chapter 18.230 DMMC
Final townhouse development with more than four lots	City Council	Chapter 18.60 DMMC
Subdivision – final plat	City Council	DMMC 17.10.240 through 17.10.270
Type VI – Legislative decisions made by the City Council made after legally required opportunity for public comment (exempt pursuant to DMMC 18.20.060(1))	City Council	DMMC 18.20.210
Area-wide rezones	City Council	DMMC 18.30.100
Comprehensive Plan adoption or amendments	City Council	DMMC 18.25.050
Textual code amendment of Titles 12, 14, 16 and 17 DMMC, Subdivisions, and this Title	Planning, Building and Public Works Director schedules public meeting before the City Council	Chapter 17.45 DMMC and DMMC 18.30.100

Table 18.20.080A Project Review Chart and Approval Framework

Permit Type – I Administrative	Applicable Code Section	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
SEPA Threshold Determination		No	No	Yes	No	No	CD	No	No	Yes
Critical Area Study		E or NE	No	Yes	No	No	CD	HE	No	Yes
Floodplain Permit		E or NE	No	Yes	No	No	CD	HE	No	Yes
Short Subdivisions (Short Plat), and Binding Site Plans		E or NE	No	Yes	No	No	CD	HE	No	Yes
Unit Lot Subdivision		E or NE	No	Yes	No	No	CD	HE	No	Yes
Boundary Line Adjustments		E or NE	No	Yes	No	No	CD	HE	No	Yes
Landscape Review		E or NE	No	Yes	No	No	CD	No	No	Yes
Design Review		E or NE	No	Yes	No	No	CD	HE	No	Yes
Clearing and Grading Permits		E or NE	No	Yes	No	No	CE	HE	No	Yes
Site Plan		E or NE	No	Yes	No	No	CD	No	No	Yes
Shoreline Substantial Development Permit		E or NE	No	Yes	No	No	CD	No	Shoreline Hearings Board	Yes
Off-street Parking Permit		No	No	Yes	No	No	CD	HE	No	Yes
Street Vacations		No	Yes	No	No	No	CC	No	No	Yes
Noise Mitigation Plan		No	No	Yes	No	No	CD	HE	No	Yes
Lot Splitting		No	No	Yes	No	No	CD	No	No	Yes
Lot Line Adjustment		No	No	Yes	No	No	CD	No	No	Yes
Residential Keeping of Animals		No	No	Yes	No	No	CM	HE	No	Yes
Temporary Homeless Encampments		E or NE	No	Yes	No	No	CD	HE	No	Yes
Shoreline Substantial Development Permit Exemption		No	No	Yes	No	No	CD	No	No	Yes

Permit Type – I Administrative	Applicable Code Section	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
Reasonable Use CAO Exemption		No	No	No	No	No	CM	No	No	Yes
Parking Provisions Modifications		E or NE	No	Yes	No	No	CM	HE	No	Yes
Interpretations of Title 12 DMMC, Title 14 DMMC, Title 16 DMMC, and Title 17 DMMC		No	No	Yes	No	No	Varies	Varies	No	Yes
Other Administrative Permits (Construction Permits)		E or NE	No	Yes	No	No	Varies	Varies	No	Yes

CC – City Council CE – City Engineer CD – Community Development Director CM – City Manager
HE – Hearing Examiner DOE – Department of Ecology E or NE – Exempt or Nonexempt PC – Planning Commission

Permit Type – II Quasi-Judicial	Applicable Code Section	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
Abatement of Nonconforming Uses		No	Yes	No	HE	No	HE	No	No	Yes
Development Agreement		E or NE	Yes	No	PC	No	CC	No	No	Yes
Public Agency/Utility Exemption		No	Yes	No	HE	No	HE	No	No	Yes
Shoreline Conditional Use		E or NE	PC	No	CC	No	CC	No	State Shoreline Board	Yes
Shoreline Substantial Development Permits		E or NE	No	Yes	No	No	CD	No	State Shoreline Board	Yes
Shoreline Variances		E or NE	PC	No	CC	No	CC	No	State Shoreline Board	Yes
Mobile Home Parks		E or NE	No	Yes	No	No	CD	No	No	Yes
Preliminary Planned Unit Development		E or NE	Yes	No	PC	No	CC	No	No	Yes
Final Planned Unit Development		No	Yes	No	No	CC	CC	No	No	Yes
Preliminary Plat		E or NE	Yes	No	PC	No	CC	No	No	Yes

Permit Type – II Quasi-Judicial	Applicable Code Section	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
Final Plat		No	Yes	No	No	CC	CC	No	No	Yes
Conditional Use Permits		E or NE	Yes	No	HE	No	HE	No	No	Yes
Variances		E or NE	Yes	No	HE	No	HE	No	No	Yes
Special Districts and Master Plans		E or NE	Yes	No	PC	No	CC	No	No	Yes

CC – City Council CE – City Engineer CD – Community Development Director CM – City Manager
 HE – Hearing Examiner DOE – Department of Ecology E or NE – Exempt or Nonexempt PC – Planning Commission

Permit Type – III Legislative	Applicable Code Section	SEPA Review	Staff Recommend	Staff Decision	Open Record Hearing	Closed Record Hearing	Decision Body	Open Record Appeal	Closed Record Appeal	Court Appeal
Comprehensive Plan Amendments		E or NE	Yes	No	PC	No	CC	No	Growth Management Hearings Board	Yes
Development Regulation Amendments		E or NE	Yes	No	PC	No	CC	No	No	Yes
Zone Change		E or NE	Yes	No	PC	No	CC	No	No	Yes

CC – City Council CE – City Engineer CD – Community Development Director CM – City Manager
 HE – Hearing Examiner DOE – Department of Ecology E or NE – Exempt or Nonexempt PC – Planning Commission