



AGENDA  
DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Suite C  
Des Moines, Washington  
Thursday, April 23, 2026 - 6:00 PM

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**PROCLAMATIONS**

- Item 1. **South Sound Opening Day Boating Proclamation - 5 Minutes**  
**Motion:** "I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 09, 2026."

**CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL**

**COMMENTS FROM THE PUBLIC**

**REGIONAL COMMITTEE REPORT**

**CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS**

- Item 1. **Recognition of Harbormaster Scott Wilkins for 30 Years of Service - 5 Minutes**
- Item 2. **Recognition of the Retirement of Community Services Officer Tonya Seaberry - 5 Minutes**
- Item 3. **Recognition of Assistant Police Chief Kevin Penney for 25 Years of Service - 5 Minutes**
- Item 4. **Preliminary 2025 4th Quarter Report - 10 Minutes**  
Staff Presentation:  
Jeff Friend, Finance Director
- Item 5. **Discussion of Downtown Parking - 20 Minutes**  
Staff Presentation:  
Allyssa Beaver, Civil Engineer I

## CONSENT AGENDA

Item 1. **Approval of Vouchers**

**Motion:** "I move to approve the payment vouchers through April 8, 2026 and payroll transfers through April 3, 2026 in the attached list and further described as follows:"

|                         |                   |                |
|-------------------------|-------------------|----------------|
| EFT Vendor Payments     | #13416 - #13493   | \$1,000,334.31 |
| Wires                   | #3299 - #3310     | \$486,779.19   |
| Accounts Payable Checks | #167459 - #167487 | \$122,072.50   |
| Voided Checks           | #167465, #167466  | -\$862.30      |
| Payroll Checks          | #20063 - #20064   | \$1,278.58     |
| Payroll Advice          | #17121 - #17277   | \$487,840.73   |

Total Checks and Wires for A/P & Payroll: \$2,097,443.01

Item 2. **Approval of Minutes**

**Motion:** "I move to approve the minutes from the March 12 and March 26, 2026, City Council Regular Meetings, and the April 02, 2026, City Council Committee of the Whole and Study Session Minutes."

Item 3. **Tyler Technologies Permit Software Service Agreement**

**Motion:** "I move to approve the Software as a Service (SaaS) Agreement with Tyler Technology in an amount not to exceed \$185,000 plus annual fees, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Item 4. **King County 2026-2027 Hazardous Waste Management Program Grant Award**

**Motion:** "I move to accept the 2026-2027 King County Local Hazardous Waste Management Program Grant and authorize the City Manager to sign the grant document substantially in the form as attached."

Item 5. **Midway Park Final Design**

**Motion:** "I move to approve the 2026-2027 On-Call General Civil Engineering Services Task Assignment 2026-06 with Psomas, to provide final engineering and permitting services for the Midway Park Open Space Design Project in the amount of \$289,816.30 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

Item 6. **5th and 212th Pipe Replacement Project**

**Motion:** "I move to approve the 2026-2027 On-Call General Civil Engineering Services, Task Assignment 2026-05 with Psomas to provide engineering and permitting services for the 5th and 212th Pipe Replacement Project in the amount of \$217,413.65 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

## **NEW BUSINESS**

- Item 1.        **Midway Soccer Field Design - 10 Minutes**  
Staff Presentation:  
Alex Johnson, Civil Engineer I

**Motion:** "I move to approve Task Assignment 2026-02 with Psomas (Attachment 1) to provide complete design and permitting services for the Midway Park Soccer Field Project in the amount of \$49,924.00 and further authorize the City manager to sign said Task Assignment substantially in the form submitted."

- Item 2.        **2026 Legislative Session Recap - 45 Minutes**  
Staff Presentation:  
Katherine Caffrey, City Manager

- Item 3.        **New Agenda Items for Consideration - 10 Minutes**

## **COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

## **PRESIDING OFFICER'S REPORT**

## **EXECUTIVE SESSION**

Acquisition and Disposition of Real Property RCW 42.30.110(1)(b and c) - 30 Minutes

## **NEXT MEETING DATE**

May 07, 2026 City Council Committee of the Whole and Study Session

## **ADJOURNMENT**

Members of the public who wish to provide comment during the meeting via Zoom must register in advance. To register, please email [cityclerk@desmoineswa.gov](mailto:cityclerk@desmoineswa.gov) by 12:00 p.m. (noon) on the Wednesday before the meeting.

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](#).

[Projected Future Agenda Items](#)

**City Council  
AGENDA ITEM**

**BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA**

**SUBJECT: South Sound Opening Day Boating Proclamation**

**ATTACHMENTS:**

1. South Sound Opening Day Boating Proclamation

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Administration

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

City Clerk

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**Purpose and Recommendation**

The purpose of this agenda item is to recognize the official opening of the 2026 South Sound Opening Day of Boating Season.

**Suggested Motion:**

**Motion:** "I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 09, 2026."

**Background**

The Des Moines Yacht Club annually hosts the South Sound Opening Day of Boating Season ceremony, which gathers the many South Puget Sound yacht clubs, along with Des Moines residents and their neighboring communities to participate and enjoy this ceremony. The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs, present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

This ceremony advocates for safe enjoyment of boating and, as such, recognizes and supports the upcoming National Safe Boating Week (May 16 through 22). The ceremony also promotes the Des Moines waterfront amenities serving the Pacific Northwest boating community.

## Proclamation

**WHEREAS,** the City of Des Moines wishes to recognize and celebrate the 2026 South Sound Opening Day of Boating Season; and

**WHEREAS,** the Des Moines Yacht Club annually hosts the South Sound Opening Day of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony; and

**WHEREAS,** this ceremony advocates for safe enjoyment of boating and as such, recognizes and supports the upcoming National Safe Boating Week (May 16 through 22); and

**WHEREAS,** this ceremony promotes the Des Moines waterfront amenities serving the Pacific Northwest boating community.

**NOW THEREFORE,** The Des Moines Council Hereby Proclaims May 09, 2026, as this year's ***South Sound Opening Day of Boating Season*** and urges all residents to join them in this recognition.

**SIGNED** this day 23rd day of April, 2026

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Yoshiko Grace Matsui, Mayor

**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: Preliminary 2025 4th Quarter Report**

**ATTACHMENTS:**

1. 2025 4th Quarter Financial Report - Draft
2. Preliminary 4th Quarter 2025 Financial Report PowerPoint

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Finance

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

Finance

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**Purpose and Recommendation**

To present the City's 2025 fourth quarter financial report to the City Council. This is a **preliminary** report to be followed by a final report when the 2025 annual financial statements have been completed.

**Background**

Washington State requires cities to present a fourth quarter financial report to the City Council by July 31 of the following year.

Historically, this report has been scheduled closer to that deadline to allow for completion of year-end closing and final adjustments. At the City Council's direction, staff has prepared this preliminary report to provide earlier insight.

**Discussion**

The attached report provides a **preliminary** summary of the City's financial position and operating results for the year ended December 31, 2025, based on data available as of April 6, 2025.

Because the City is still in the process of completing year-end closing procedures, certain revenues, expenditures, and fund balances may be subject to adjustment. Final figures will be presented when the 2025 annual financial statements have been completed.

Providing this report at this time allows the City Council to receive an earlier update on year-end financial performance and identify emerging trends or variances in the budget.

## 2025 4th Quarter Financial Report

### Executive Summary

This report provides a snapshot of the City of Des Moines' financial performance for the year ending December 31, 2025. **This report is based on financial data available as of April 6, 2026, and is subject to change pending final year-end adjustments.**

#### General Fund Overview

The City's General Fund ended 2025 generally in line with budget, with revenues totaling \$26,541,442 (1.1% below budget) and expenditures totaling \$26,849,412 (0.9% below budget). While overall performance reflects sound budget management, several notable revenue trends materially impacted the City's year-end financial position.

#### General Fund Highlights

- **Property Tax:** King County collects property tax on behalf of the City. In 2025, there was an unusually high number of delinquencies. Property tax payments can be delinquent due to late payments, nonpayment due to economic hardship, and true losses (foreclosure shortfalls or uncollectible parcels). In 2025, the amount of property tax received was \$319,557 less than budget. Due to the unusually high amount of unpaid property tax, the City (at the time of this writing) is working with King County to understand what happened and what it means for the City's future budgets. The following report details what happens when a taxpayer fails to pay their property tax.
- **Business and Occupation (B&O) Tax:**
  - \$1,252,292 million of regular B&O Tax was collected in 2025. This is 4.4% above the annual budget of \$1,200,000.
  - B&O Tax – Square Footage Revenue collected totaled \$378,312, which is \$121,682 below budget. As 2025 is the first year of collections, it should be noted that the deadline for filing 4<sup>th</sup> quarter returns is January 31. As a result, a portion of 2025 receipts (\$92,147) received in January will be recognized in 2026, with only three quarters of activity reflected in the fiscal year.
- **Sales Tax:** \$4,396,062 was collected in 2025. Sales tax collections were 9.5% higher than the prior year.
- **Utility Taxes:** The City collected \$4,583,980 in utility taxes in 2025 which was \$273,980 (6.36%) greater than budget.
- **Red Light Running Revenue:** Revenues continue to decline because of safer driving. Receipts for 2025 were \$866,621, down from \$1,058,365 in 2024.

#### Other Funds Highlights

- **Development Fund:** 2025 Operating Income was \$429,193 while the budget expected a loss of \$337,782.
- **Enterprise Funds:** The Marina and Surface Water Management (SWM) Funds maintain operations and capital initiatives. The Marina Fund finished the year with an operating income of \$1,098,319. SWM finished 2025 with an operating income of \$2,876,207.

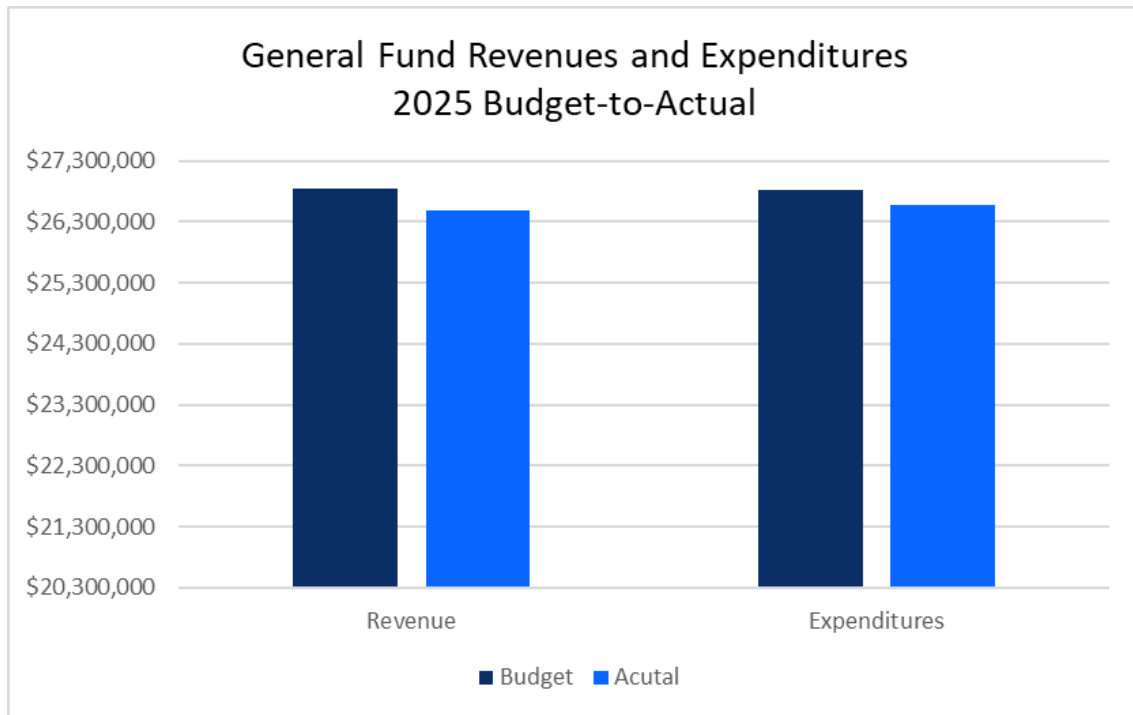


## GENERAL FUND

The City's **General Fund** is the primary operating fund. It accounts for the majority of the City's day-to-day financial activities and supports essential public services that are not required to be funded by a separate, dedicated source.

Revenues for the general fund typically come from local taxes (such as property taxes, sales taxes, business licenses), service fees, fines, and intergovernmental transfers. These funds are used to cover general government operations—such as police, public works, parks and recreation, and administration.

At year-end 2025, the General Fund received \$26,541,442 in revenue, coming in 1.1% below the adopted budget of \$26,849,412. 2025 expenditures totaled \$26,587,333, or 0.9% below the annual budget of \$26,832,071. The resulting Operating Loss was \$45,891.



**Fund Balance**

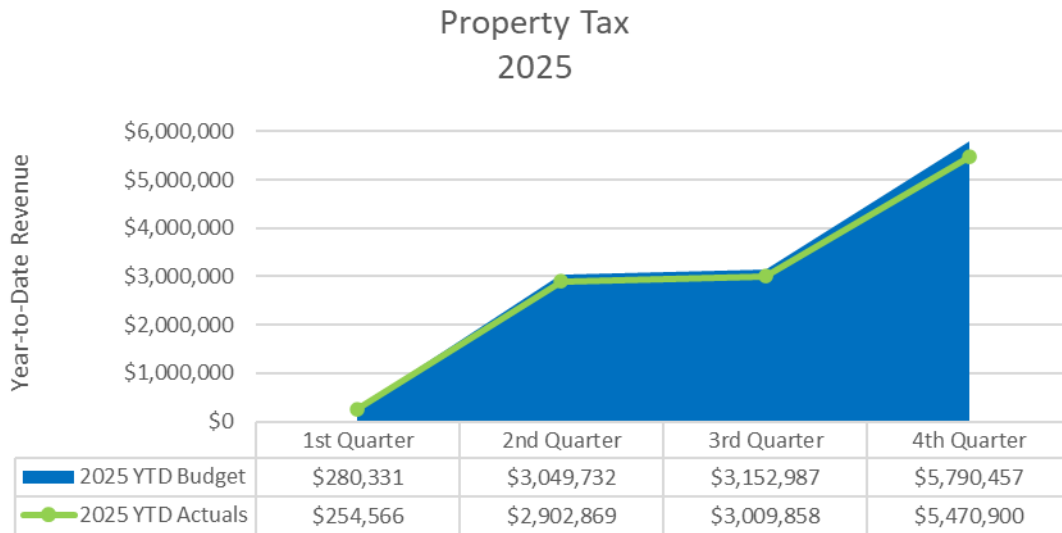
As previously noted, this report reflects financial data available as of April 6, 2026, and is subject to further adjustments as part of the year-end close. Certain calculations required to determine final fund balance have not yet been completed; therefore, the fund balance presented herein should be considered preliminary.

Currently, Unrestricted Fund Balance is \$4,356,125 which is 17.0% of Recurring Operating Expenditures (\$25,676,457).

A final Fund Balance amount will be presented to Council in May along with final numbers for 2025.

**Revenue**

**Property Taxes** are primarily collected in the second and fourth quarters (April and October). Property tax collected in 2025 was \$5,470,900, which was \$319,557 (5.5%) lower than the adopted budget of \$5,790,457.



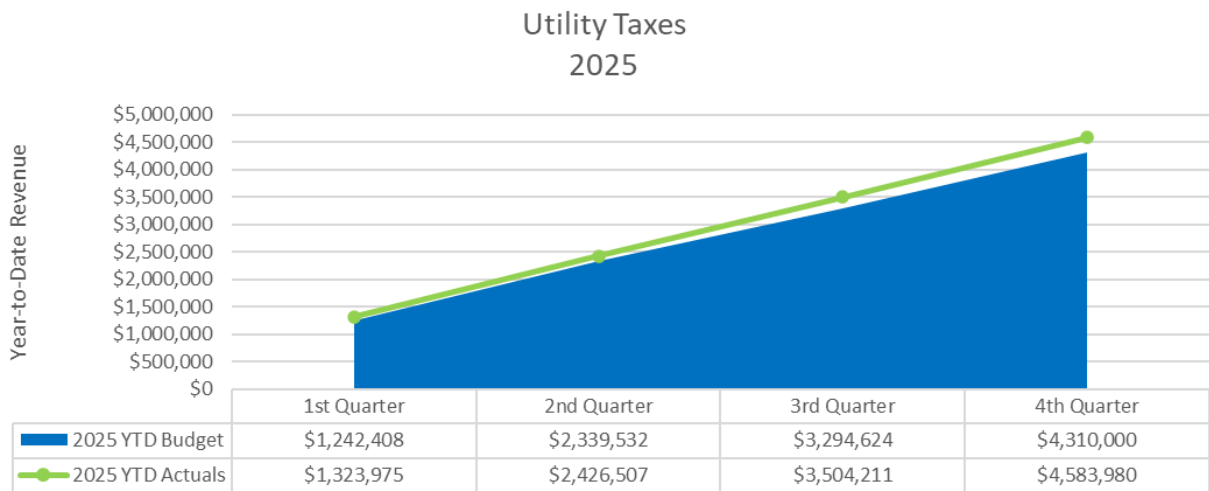
The City’s 2025 property tax levy totaled \$5,787,846. Property taxes are collected by King County and remitted to the City, with revenues consisting of both current-year collections and prior-year amounts. Delinquencies for the 2025 levy are over twice the typical amount.

|               | 2021       | 2022      | 2023       | 2024      | 2025      |
|---------------|------------|-----------|------------|-----------|-----------|
| Delinquencies | \$ 103,789 | \$ 89,418 | \$ 106,701 | \$ 92,797 | \$256,978 |

In King County, a property tax bill becomes delinquent the day after its due date, at which point interest and penalties begin to accrue. Unpaid taxes also constitute a lien against the property and must be satisfied prior to any sale or refinancing. If the taxes remain unpaid for three years, the property becomes subject to foreclosure proceedings.

Property tax delinquencies are not uncommon, and the majority are ultimately collected. However, the elevated level of delinquencies associated with the 2025 levy is unusual. The City is working with King County to better understand the cause of this increase and its potential implications for future budgets.

**Utility Taxes** collected in 2025 were \$4,583,980, which is \$273,980 (6.4%) greater than budget. The City collects utility tax on the usage of electricity, natural gas, solid waste disposal, cable TV, telephone, and surface water. The City continues to see an increase in utility tax collections over past years. The adopted budget for Utility Tax revenue for 2025 was \$4,310,000.



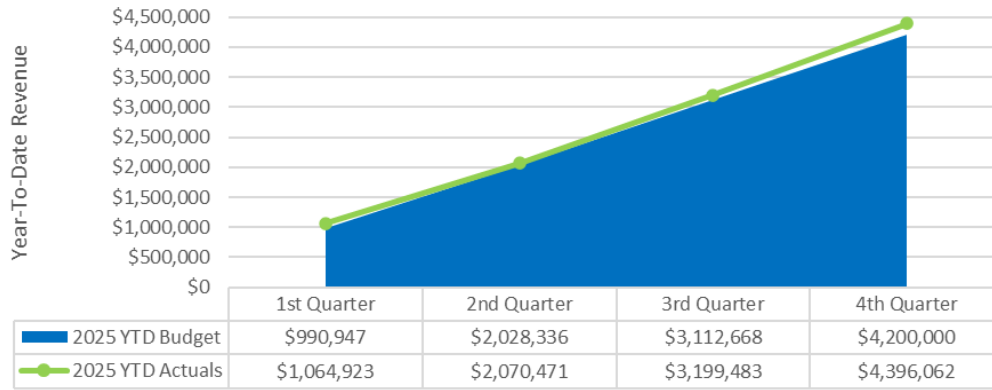
The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

| Utility Tax Type | 2024 Total          | 2025 Total          | Change from 2024  |             |
|------------------|---------------------|---------------------|-------------------|-------------|
|                  |                     |                     | Amount            | Percent     |
| Electricity      | \$ 1,589,038        | \$ 1,800,510        | \$ 211,472        | 13.3%       |
| Natural Gas      | 466,260             | 543,662             | 77,402            | 16.6%       |
| Solid Waste      | 686,658             | 681,465             | (5,193)           | -0.8%       |
| Cable TV         | 737,820             | 682,435             | (55,385)          | -7.5%       |
| Telephone        | 227,114             | 226,579             | (534)             | -0.2%       |
| SWM*             | 629,263             | 649,329             | 20,066            | 3.2%        |
| <b>YE Total</b>  | <b>\$ 4,336,153</b> | <b>\$ 4,583,980</b> | <b>\$ 247,827</b> | <b>5.7%</b> |

\*Surface Water Management (SWM) billings include a 15% utility tax. The 15% tax is collected by the Surface Water Management Fund then paid to the General Fund and the Street Fund. The General Fund receives 87% of the SWM utility tax with the Street Fund receiving 13%.

**Sales and Use Tax (Regular)** collection increased \$379,582 (9.5%) over the prior year. At year-end, the City collected \$4,396,062 in sales tax, which was \$196,062 (4.67%) over budgeted expectations. “Regular” Sales and Use Tax excludes the sales and use tax generated by construction projects that are valued at \$15 million or more. The adopted budget for regular Sales Tax revenue for 2025 is \$4,200,000.

### Sales Tax (Regular) 2025

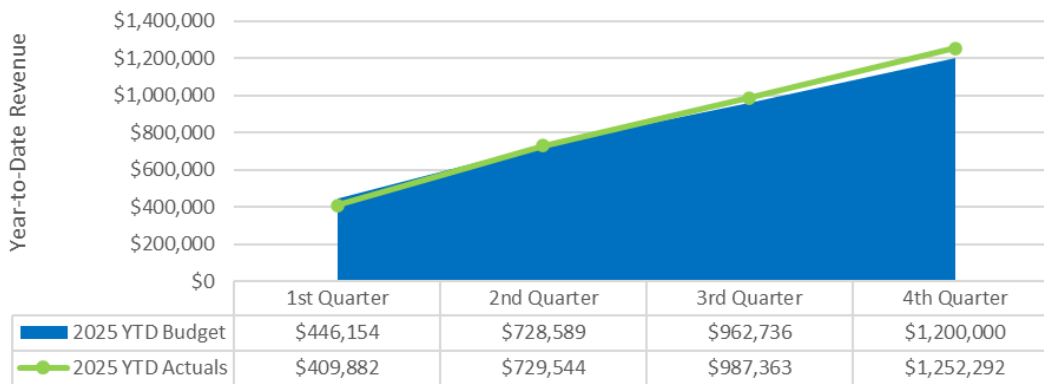


The City receives **One-Time Sales and Use Tax** from construction projects in the City whose permits are valued at \$15 million or more. In 2025, the City received \$33,620 of One-Time Sales Tax revenue against a budget of \$40,000.

**Please see Attachment #1 for a breakdown of sales tax by revenue category.**

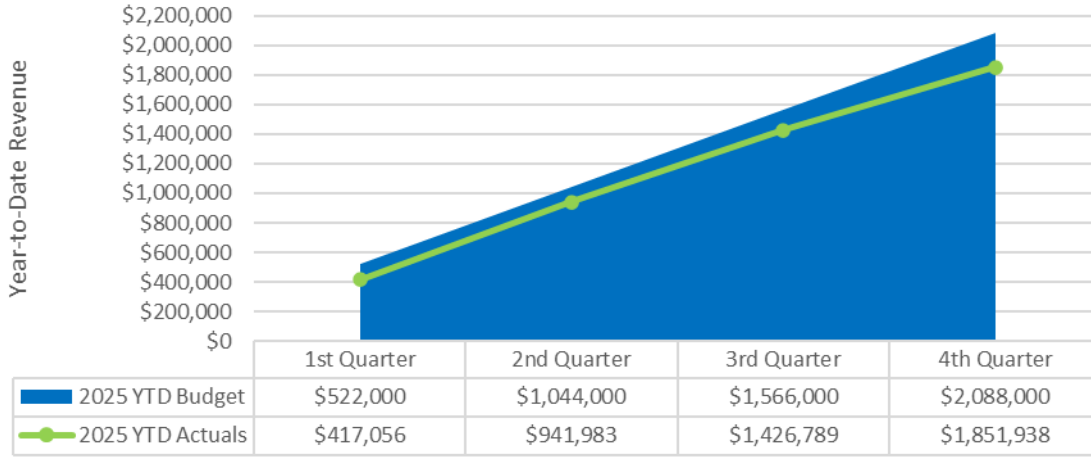
The City received \$1,252,292 in **Business and Occupation Tax** in 2025. This amount was \$52,292 (4.4%) more than budget. Collections of B&O Tax were also \$53,019 (4.0%) more than the prior year. The B&O Tax revenue budget for 2025 was \$1,200,000.

### B&O Tax (Regular) 2025



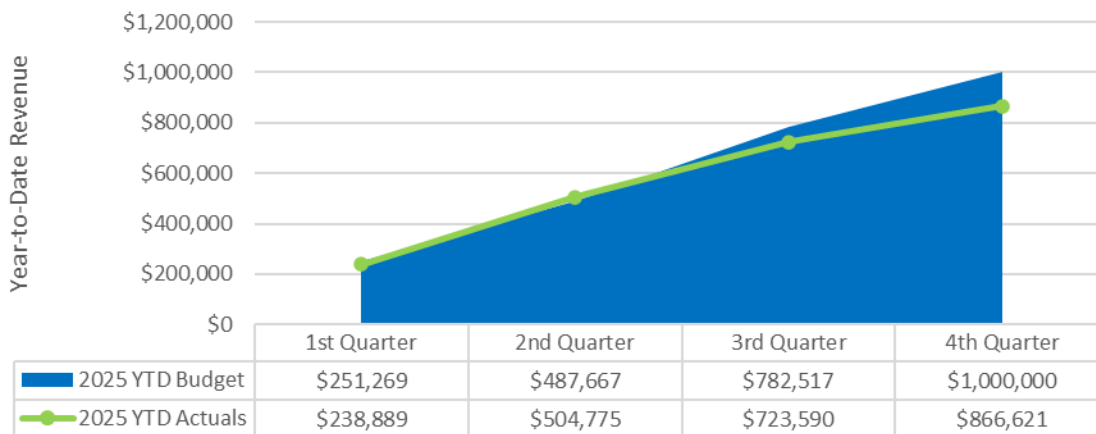
**Franchise Fees** help the City recoup the cost of allowing a utility to use its public space. In 2025, the City collected \$1,851,938 in franchise fees, which was \$236,062 (11.3%) less than the year-to-date budget. The adopted budget for Franchise Fee revenue for 2025 was \$2,088,000.

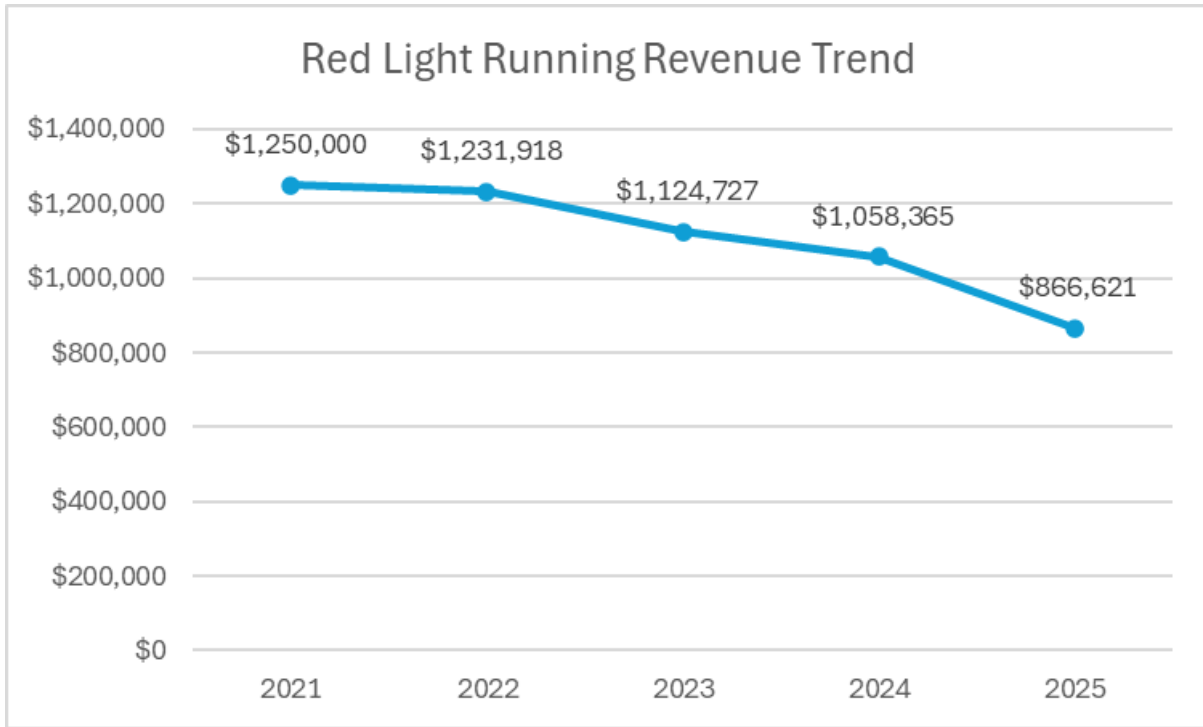
### Franchise Fees 2025



**Red Light Running Infractions** is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. In 2025, the City collected \$866,621 in red light running fee revenue, which was \$191,744 (18.1%) less than the prior year and \$133,379 (13.3%) less than budget. This amount follows the trend of safer driving resulting in reduced revenues. The 2025 adopted budget for Red Light Running revenue was \$1,000,000.

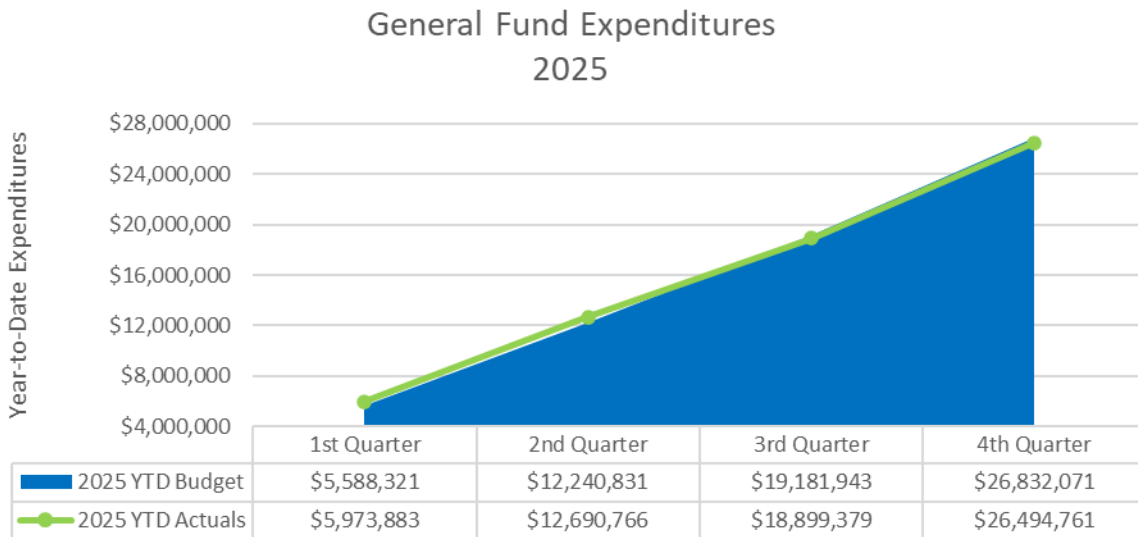
### Red Light Running Infractions 2025





**Expenditures**

General Fund expenditures were \$26,587,333, which was \$244,738 (0.9%) less than budget. The 2025 budget for General Fund Expenditures for 2025 was \$26,832,071.





| General Fund<br>Summary of Uses<br>Year to Date through September | 2024<br>Actual    | 2025<br>Original Budget | 2025<br>Amended Budget | 2025<br>Actuals   | 2025 vs 2024     |              | 2025 vs. Budget  |              |
|-------------------------------------------------------------------|-------------------|-------------------------|------------------------|-------------------|------------------|--------------|------------------|--------------|
|                                                                   |                   |                         |                        |                   | \$               | %            | \$               | %            |
| Personnel                                                         | 18,579,181        | 16,791,999              | 17,302,610             | 17,277,678        | (1,301,503)      | -7.0%        | (24,932)         | -0.1%        |
| Supplies                                                          | 792,195           | 588,255                 | 665,265                | 718,146           | (74,049)         | -9.3%        | 52,881           | 7.4%         |
| Services                                                          | 6,177,138         | 6,020,345               | 6,120,745              | 5,850,136         | (327,002)        | -5.3%        | (270,609)        | -4.6%        |
| Internal Services                                                 | 1,247,751         | 2,713,376               | 2,713,376              | 2,713,374         | 1,465,623        | 117.5%       | (2)              | 0.0%         |
| Capital                                                           | 60,565            | -                       | -                      | -                 | (60,565)         | -100.0%      | 0                | 0.0%         |
| Transfers Out                                                     | 326,600           | -                       | 30,075                 | 27,998            | (298,602)        | -91.4%       | (2,077)          | -7.4%        |
| <b>Total Expenditures</b>                                         | <b>27,183,431</b> | <b>26,113,975</b>       | <b>26,832,071</b>      | <b>26,587,333</b> | <b>(596,098)</b> | <b>-2.2%</b> | <b>(244,738)</b> | <b>-0.9%</b> |

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. In 2025, personnel costs were \$1,301,503 (7.0%) lower than the prior year and \$24,932 (0.1%) less than budget.

Supplies: Expenditures for Supplies were \$52,881 (7.4%) more than budget in 2025 and \$74,049 (9.3%) less than the prior year. The variance was primarily due to the purchase of software that was budgeted in the Computer Replacement Fund but was required to be recorded in the General Fund.

Internal Services: Internal service fund charges were at budget in 2025 and increased by \$1,465,623 compared to the prior year, reflecting the City's efforts to restore funding for vehicle replacement. Following the COVID-19 pandemic, the City had fallen behind in adequately funding fleet replacement, which placed added strain on the General Fund. With funding levels now restored and aligned with long-term needs, future required funding levels should be smaller.

Transfers Out: A transfer out to the American Rescue Plan Act (ARPA) Fund was recorded during the third quarter. A reconciliation of ARPA funds found that \$8,075 should not have been transferred to the General Fund in a prior year. Also, \$19,992 was transferred to the Capital Projects Fund for the HVAC system in the Engineering Building.

### General Fund Details

| General Fund<br>Summary of Sources and Uses              | 2025                 |                      |                      | 2025 Budget vs Actual |              | 2025                |
|----------------------------------------------------------|----------------------|----------------------|----------------------|-----------------------|--------------|---------------------|
|                                                          | Adopted<br>Budget    | Amended<br>Budget    | Actuals              | Amount                | Percentage   | Remaining Budget    |
| <b>Recurring Revenues</b>                                |                      |                      |                      |                       |              |                     |
| Taxes                                                    | \$ 20,343,457        | \$ 19,753,457        | \$ 19,433,545        | \$ (319,912)          | -2%          | \$ 909,912          |
| Licenses and Permits                                     | 425,500              | 425,500              | 432,054              | 6,554                 | 2%           | (6,554)             |
| Intergovernmental (Grants, etc.)                         | 910,519              | 910,519              | 1,031,357            | 120,838               | 13%          | (120,838)           |
| Fees/Charges/Fines                                       | 1,897,100            | 1,797,100            | 1,602,622            | (194,478)             | -11%         | 294,478             |
| Other                                                    | 2,057,759            | 2,210,758            | 2,270,666            | 59,908                | 3%           | (212,907)           |
| <b>Total Recurring Revenue</b>                           | <b>\$ 25,634,335</b> | <b>\$ 25,097,334</b> | <b>\$ 24,770,243</b> | <b>\$ (327,091)</b>   | <b>-1.3%</b> | <b>\$ 864,092</b>   |
| <b>Nonrecurring Revenues</b>                             |                      |                      |                      |                       |              |                     |
| Sound Transit                                            | 154,868              | 154,868              | 198,900              | 44,032                | 28%          | (44,032)            |
| Body Cam Refresh                                         | -                    | 77,010               | 77,010               | (0)                   | 0%           | -                   |
| Sales Tax (One-Time)                                     | 200,000              | 40,000               | 14,765               | (25,235)              | -63%         | 185,235             |
| B&O Tax (One-Time)                                       | 75,000               | 15,000               | 6,364                | (8,636)               | -58%         | 68,636              |
| Sale of Tract C to Port of Seattle                       | 690,000              | 690,000              | 689,120              | (880)                 | 0%           | 880                 |
| Street Vacation Revenue from Sound Transit               | -                    | 775,200              | 775,200              | -                     | 0%           | -                   |
| Insurance Recoveries                                     | -                    | -                    | 9,839                | 9,839                 | -            | -                   |
| <b>Total Nonrecurring Revenues</b>                       | <b>\$ 1,119,868</b>  | <b>\$ 1,752,078</b>  | <b>\$ 1,771,198</b>  | <b>\$ 19,120</b>      | <b>1.1%</b>  | <b>\$ 210,719</b>   |
| <b>Total Revenue</b>                                     | <b>\$ 26,754,203</b> | <b>\$ 26,849,412</b> | <b>\$ 26,541,442</b> | <b>\$ (307,971)</b>   | <b>-1.1%</b> | <b>\$ 1,074,811</b> |
| <b>Recurring Expenditures</b>                            |                      |                      |                      |                       |              |                     |
| City Council                                             | \$ 88,008            | \$ 88,008            | \$ 71,680            | (16,328)              | -19%         | 16,328              |
| City Manager's Office                                    | 666,224              | 498,372              | 532,211              | 33,839                | 7%           | 134,013             |
| City Clerk                                               | 501,813              | 538,350              | 575,717              | 37,367                | 7%           | (73,904)            |
| Human Resources                                          | 270,978              | 336,425              | 331,144              | (5,280)               | -2%          | (60,166)            |
| Emergency Management                                     | 20,900               | 20,900               | 5,421                | (15,479)              | -74%         | 15,479              |
| Communications                                           | 177,188              | 250,264              | 313,216              | 62,952                | 25%          | (136,028)           |
| Finance                                                  | 1,263,480            | 1,322,167            | 1,427,811            | 105,644               | 8%           | (164,331)           |
| Information Technology Services                          | 1,220,197            | 1,220,197            | 1,109,273            | (110,924)             | -9%          | 110,924             |
| Legal                                                    | 994,297              | 994,297              | 917,935              | (76,362)              | -8%          | 76,362              |
| Municipal Court                                          | 1,658,969            | 1,658,969            | 1,494,586            | (164,383)             | -10%         | 164,383             |
| Police                                                   | 11,193,645           | 11,505,570           | 11,123,348           | (382,222)             | -3%          | 70,297              |
| Planning and Building (Tax-based)                        | 429,601              | 429,601              | 397,583              | (32,018)              | -7%          | 32,018              |
| Building and Parks Maintenance                           | 1,476,135            | 1,476,135            | 1,510,991            | 34,856                | 2%           | (34,856)            |
| Community Events and Services                            | 1,623,356            | 1,642,101            | 1,671,319            | 29,218                | 2%           | (47,963)            |
| <b>Non-Departmental</b>                                  |                      |                      |                      |                       |              |                     |
| Professional Services - Code Update                      | 2,000                | 2,000                | 5,100                | 3,100                 | 155%         | (3,100)             |
| Official Publication Services                            | 1,400                | 1,400                | 1,879                | 479                   | 34%          | (479)               |
| Des Moines Historical Society Rent                       | 7,800                | 7,800                | 7,150                | (650)                 | -8%          | 650                 |
| County Recording Services                                | 5,000                | 5,000                | 4,472                | (528)                 | -11%         | 528                 |
| Election Services                                        | 125,000              | 125,000              | 114,872              | (10,128)              | -8%          | 10,128              |
| Voter Registration Services                              | 55,000               | 55,000               | 107,038              | 52,038                | 95%          | (52,038)            |
| Organizational Memberships                               | 97,550               | 97,550               | 91,070               | (6,480)               | -7%          | 6,480               |
| Fire Suppression - South King Fire                       | 21,000               | 21,000               | 20,376               | (624)                 | -3%          | 624                 |
| Fire Investigation Services                              | 45,000               | 45,000               | 29,820               | (15,180)              | -34%         | 15,180              |
| SCORE                                                    | 794,310              | 822,710              | 822,710              | -                     | 0%           | (28,400)            |
| Public Defender                                          | 160,000              | 160,000              | 223,055              | 63,055                | 39%          | (63,055)            |
| Bank Fees                                                | 23,880               | 23,880               | 53,929               | 30,049                | 126%         | (30,049)            |
| Computer Replacement                                     | 164,792              | 164,792              | 164,792              | (0)                   | 0%           | 0                   |
| Equipment Rental Maintenance                             | 492,787              | 492,787              | 492,787              | (0)                   | 0%           | 0                   |
| Equipment Rental Replacement                             | 1,286,365            | 1,286,365            | 1,286,365            | 0                     | 0%           | (0)                 |
| Facility Repair and Replacement                          | 96,230               | 96,230               | 95,606               | (624)                 | -1%          | 624                 |
| Insurance                                                | 673,202              | 673,202              | 673,202              | (0)                   | 0%           | 0                   |
| <b>Total Recurring Expenditures</b>                      | <b>\$ 25,636,107</b> | <b>\$ 26,061,072</b> | <b>\$ 25,676,457</b> | <b>\$ (384,615)</b>   | <b>-1.5%</b> | <b>\$ (40,350)</b>  |
| <b>Nonrecurring Expenditures</b>                         |                      |                      |                      |                       |              |                     |
| Sound Transit                                            | 154,868              | 154,868              | 198,900              | 44,032                | 28%          | (44,032)            |
| Professional Development Program                         | 15,000               | 15,000               | 13,800               | (1,200)               | -8%          | 1,200               |
| Professional Services - One-time                         | 100,000              | 100,000              | 123,745              | 23,745                | 24%          | (23,745)            |
| Sustainable Airport Master Plan                          | 114,000              | 114,000              | 16,985               | (97,015)              | -85%         | 97,015              |
| Body Cam Refresh                                         | -                    | 77,010               | 77,010               | (0)                   | 0%           | -                   |
| Government relations                                     | 54,000               | 54,000               | 74,631               | 20,631                | 38%          | (20,631)            |
| Communications Contract                                  | 40,000               | 40,000               | 16,370               | (23,630)              | -59%         | 23,630              |
| Staff Reduction                                          | -                    | 114,046              | 289,436              | 175,390               | 154%         | -                   |
| Encampment Cleanup                                       | -                    | 72,000               | 72,000               | -                     | 0%           | -                   |
| Transfers Out - Fund 114 (American Rescue Plan Act Fund) | -                    | 8,075                | 8,075                | 0                     | 0%           | -                   |
| Transfers Out - Fund 310 (Capital Projects Fund)         | -                    | 22,000               | 19,923               | (2,077)               | -9%          | -                   |
| <b>Total Nonrecurring Expenditures</b>                   | <b>\$ 477,868</b>    | <b>\$ 770,999</b>    | <b>\$ 910,876</b>    | <b>\$ 139,877</b>     | <b>18.1%</b> | <b>\$ 33,437</b>    |
| <b>Total Expenditures</b>                                | <b>\$ 26,113,975</b> | <b>\$ 26,832,071</b> | <b>\$ 26,587,333</b> | <b>\$ (244,738)</b>   | <b>-0.9%</b> | <b>\$ (6,913)</b>   |
| <b>Total Operating Income (Loss)</b>                     | <b>\$ 640,228</b>    | <b>\$ 17,341</b>     | <b>\$ (45,891)</b>   |                       |              |                     |

\*\*December is month 12 of 12= 100.0%

# OTHER FUNDS

## SPECIAL REVENUE FUNDS

A **special revenue fund** is a type of government fund used to account for money that must be spent on a specific purpose, as required by law or regulation.

Unlike the general fund, which can be used for a wide range of services, special revenue funds are restricted. The money that goes into these funds often comes from dedicated sources—such as grants, special taxes, or fees—and it can only be used for the specific program or service it was intended for.

For example, a city might have a special revenue fund for road maintenance that’s funded by a gas tax, or one for parks and recreation funded by a portion of sales tax. The key point is that the money in these funds is legally earmarked and cannot be redirected to unrelated expenses.

These funds help ensure transparency and accountability by making it easier to track how specific revenue sources are used.

### Summary of Special Revenue Funds:

| Special Revenue Funds:            | Revenue      |              |             | Expenditures |              |             |
|-----------------------------------|--------------|--------------|-------------|--------------|--------------|-------------|
|                                   | Budget       | Actual       | % of Budget | Budget       | Actual       | % of Budget |
| Street                            | \$ 2,621,000 | \$ 2,507,412 | 95.7%       | \$ 2,742,053 | \$ 2,113,493 | 77.1%       |
| Arterial Pavement                 | 1,631,000    | 1,204,084    | 73.8%       | 2,798,788    | 1,333,252    | 47.6%       |
| Development Fund                  | 3,035,246    | 3,552,255    | 117.0%      | 3,373,028    | 3,123,062    | 92.6%       |
| Police Drug Seizure               | 26,000       | -            | 0.0%        | 20,500       | 5,135        | 25.0%       |
| Hotel-Motel Tax                   | 125,000      | 98,387       | 78.7%       | 165,000      | 157,925      | 95.7%       |
| Affordable Housing Sales Tax      | 35,000       | 34,933       | 99.8%       | 35,000       | 30,667       | 87.6%       |
| American Rescue Plan Act          | 8,455        | 8,455        | 100.0%      | 179,975      | 160,363      | 89.1%       |
| Redondo Zone                      | 189,800      | 123,194      | 64.9%       | 186,135      | 151,391      | 81.3%       |
| Waterfront Zone                   | 484,181      | 447,176      | 92.4%       | 559,462      | 484,955      | 86.7%       |
| PBPW Automation Fee               | 195,000      | 159,169      | 81.6%       | 120,409      | 87,925       | 73.0%       |
| Urban Forestry                    | 5,000        | -            | 0.0%        | 5,000        | -            | 0.0%        |
| Abatement                         | 3,600        | 621          | 17.2%       | 2,500        | -            | 0.0%        |
| Automated Speed Enforcement (ASE) | 360,000      | 165,550      | 46.0%       | 490,976      | 309,306      | 63.0%       |
| Redondo Speed Enforcement Fund    | 1,111,300    | 1,016,280    | 91.4%       | 1,422,424    | 513,667      | 36.1%       |
| Transport Benefit District        | \$ 1,040,000 | \$ 1,066,126 | 102.5%      | \$ 2,450,000 | \$ 1,900,000 | 77.6%       |

### Development Fund Details

The purpose of the Development Fund is to account for revenue generated by fee-based development-related activities, including permitting, plan review, etc. and the associated cost of providing services. Divisions included in this fund include Planning and Development Services, Building, Joint and Minor Home Repair, Code Enforcement, Engineering Services, and City Project Management.

| Development Fund<br>Summary of Sources and Uses    | 2025                |                     |                     | 2025 Budget vs Actual |               | 2025                |
|----------------------------------------------------|---------------------|---------------------|---------------------|-----------------------|---------------|---------------------|
|                                                    | Original Budget     | Amended Budget      | Actuals             | Amount                | Percentage    | Remaining Budget    |
| <b>Operating Revenues</b>                          |                     |                     |                     |                       |               |                     |
| <b>Planning and Building</b>                       |                     |                     |                     |                       |               |                     |
| Building Permits                                   | \$ 685,465          | \$ 835,465          | \$ 802,896          | \$ (32,569)           | -3.9%         | \$ (117,431)        |
| Other Licenses and Permits                         | 351,799             | 351,799             | 376,039             | 24,240                | 6.9%          | (24,240)            |
| Intergovernmental (Grants, etc.)                   | 97,749              | 97,749              | 111,406             | 13,657                | 14.0%         | (13,657)            |
| Charges for Services:                              |                     |                     |                     |                       |               |                     |
| Zoning Fees                                        | 319,278             | 319,278             | 375,137             | 55,859                | 17.5%         | (55,859)            |
| Plan Check Fees                                    | 638,000             | 638,000             | 1,325,425           | 687,425               | 107.7%        | (687,425)           |
| Other Fees                                         | 7,480               | 7,480               | 9,684               | 2,204                 | 29.5%         | (2,204)             |
| Credit Card Fees                                   | 41,200              | 41,200              | 36,947              | (4,253)               | -10.3%        | 4,253               |
| Misc. Revenue                                      | -                   | -                   | 92                  | 92                    | 0.0%          | (92)                |
| Penalties - Stop Work                              | 15,500              | 15,500              | 8,876               | (6,624)               | -42.7%        | 6,624               |
| <b>Planning and Building Revenue Subtotal</b>      | <b>\$ 2,156,471</b> | <b>\$ 2,306,471</b> | <b>\$ 3,066,631</b> | <b>\$ 760,160</b>     | <b>33.0%</b>  | <b>\$ (910,160)</b> |
| <b>Engineering</b>                                 |                     |                     |                     |                       |               |                     |
| Right-Of-Way Permits                               | \$ 137,500          | \$ 137,500          | \$ 267,931          | \$ 130,431            | 94.9%         | \$ (130,431)        |
| Engineering Fees                                   | 159,254             | 159,254             | 151,380             | (7,874)               | -4.9%         | 7,874               |
| Interfund Charges/ Engineering CIP Support         | 334,537             | 334,537             | -                   | (334,537)             | -100.0%       | 334,537             |
| <b>Engineering Revenue Subtotal</b>                | <b>\$ 631,291</b>   | <b>\$ 631,291</b>   | <b>\$ 419,311</b>   | <b>\$ (211,980)</b>   | <b>-33.6%</b> | <b>\$ 211,980</b>   |
| Interest Income                                    | 65,000              | 65,000              | 66,313              | 1,313                 | 2.0%          | (1,313)             |
| Transfers In - PBPW Automation Fee Fund            | 32,484              | 32,484              | -                   | (32,484)              | -100.0%       | 32,484              |
| <b>Total Operating Revenues</b>                    | <b>\$ 2,885,246</b> | <b>\$ 3,035,246</b> | <b>\$ 3,552,255</b> | <b>\$ 517,009</b>     | <b>17.0%</b>  | <b>\$ (667,009)</b> |
| <b>Operating Expenditures</b>                      |                     |                     |                     |                       |               |                     |
| <b>Planning and Building</b>                       |                     |                     |                     |                       |               |                     |
| Salaries and Benefits                              | \$ 1,613,355        | \$ 1,613,355        | \$ 1,598,602        | \$ (14,753)           | -0.9%         | \$ 14,753           |
| Supplies                                           | 32,927              | 36,427              | 14,972              | (21,455)              | -58.9%        | 17,955              |
| Services                                           | 470,649             | 747,649             | 649,301             | (98,348)              | -13.2%        | (178,652)           |
| <b>Planning and Building Expenditures Subtotal</b> | <b>\$ 2,116,931</b> | <b>\$ 2,397,431</b> | <b>\$ 2,262,875</b> | <b>\$ (134,556)</b>   | <b>-5.6%</b>  | <b>\$ (145,944)</b> |
| <b>Engineering</b>                                 |                     |                     |                     |                       |               |                     |
| Salaries and Benefits                              | \$ 715,814          | \$ 715,814          | \$ 563,158          | \$ (152,656)          | -21.3%        | \$ 152,656          |
| Supplies                                           | 12,000              | 12,000              | 4,811               | (7,189)               | -59.9%        | 7,189               |
| Services                                           | 247,783             | 247,783             | 292,219             | 44,436                | 17.9%         | (44,436)            |
| <b>Engineering Expenditures Subtotal</b>           | <b>\$ 975,597</b>   | <b>\$ 975,597</b>   | <b>\$ 860,187</b>   | <b>\$ (115,410)</b>   | <b>-11.8%</b> | <b>\$ 115,410</b>   |
| <b>Total Operating Expenditures</b>                | <b>\$ 3,092,528</b> | <b>\$ 3,373,028</b> | <b>\$ 3,123,062</b> | <b>\$ (249,966)</b>   | <b>-7.4%</b>  | <b>\$ (30,534)</b>  |
| <b>Total Operating Income (Loss)</b>               | <b>\$ (207,282)</b> | <b>\$ (337,782)</b> | <b>\$ 429,193</b>   | <b>\$ 766,975</b>     |               |                     |

\*\*December is month 12 of 12 = 100%



## DEBT SERVICE FUND

The **debt service fund** accounts for the financial resources that are restricted, committed, or assigned to expenditures for principal, interest and related costs on general long-term debt.

| Fund              | Revenue      |              |                    | Expenditures |              |                    |
|-------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|
|                   | Budget       | Actual       | % Actual to Budget | Budget       | Actual       | % Actual to Budget |
| Debt Service Fund | \$ 1,048,483 | \$ 1,048,482 | 100.0%             | \$ 1,161,980 | \$ 1,108,672 | 95.4%              |

## CAPTIAL PROJECT FUND

A **capital project fund** is used by a city or town to track money set aside for large, long-term construction or improvement projects—like building a new school, library, fire station, or major road.

These funds are separate from the general fund because capital projects often involve large amounts of money and take multiple years to complete. The money in a capital project fund usually comes from sources like bonds (borrowed money), grants, or dedicated taxes.

The purpose of the fund is to ensure that all the revenues and expenses related to a specific project are kept together in one place, making it easier to manage and monitor.

A capital project fund helps a municipality plan, finance, and track big infrastructure investments over time, separate from everyday operating expenses.

### *Summary of Capital Project Managerial Funds*

| Capital Project Fund:               | Revenue              |                      |             | Expenditures         |                      |             |
|-------------------------------------|----------------------|----------------------|-------------|----------------------|----------------------|-------------|
| Fund                                | Budget               | Actual               | % of Budget | Budget               | Actual               | % of Budget |
| REET 1                              | \$ 740,000           | \$ 737,816           | 99.7%       | \$ 349,979           | \$ 327,579           | 93.6%       |
| REET 2                              | 700,000              | 670,517              | 95.8%       | 1,338,504            | 473,278              | 35.4%       |
| Park Levy                           | 150,000              | 224,017              | 149.3%      | 448,000              | 289,796              | 64.7%       |
| Park in Lieu                        | 27,500               | -                    | 0.0%        | 72,000               | 2,856                | 4.0%        |
| One-Time Sales & B+O Tax Revenues   | 50,000               | 50,832               | 101.7%      | 217,000              | 91,090               | 42.0%       |
| Municipal Capital Improvements      | 4,532,875            | 3,425,601            | 75.6%       | 5,500,380            | 3,957,909            | 72.0%       |
| Transportation Capital Improvements | 11,448,000           | 6,139,952            | 53.6%       | 10,819,000           | 5,779,482            | 53.4%       |
| Traffic in Lieu                     | 460,000              | 473,315              | 102.9%      | 595,000              | 245,000              | 41.2%       |
| Traffic Impact - Citywide           | 345,000              | 141,137              | 40.9%       | 1,019,000            | 1,068,429            | 104.9%      |
| Traffic Impact - Pac Ridge          | 120,000              | 75,744               | 63.1%       | -                    | -                    | 0.0%        |
| <b>Total Capital Project Fund*</b>  | <b>\$ 18,573,375</b> | <b>\$ 11,938,931</b> | <b>64%</b>  | <b>\$ 20,358,863</b> | <b>\$ 12,235,417</b> | <b>60%</b>  |

\*The Capital Projects Fund exists as a single fund per City Code. The Capital Projects Fund utilizes Managerial funds to facilitate administrative tracking and financial oversight.

## ENTERPRISE FUNDS

An **enterprise fund** is used by a city or town to manage services that operate like a business—where the goal is to cover the cost of providing the service through the fees charged to users.

Common examples include water and sewer utilities, public transportation, or municipal airports. These services are typically self-supporting, meaning the money to run them comes mostly from customer payments, not taxes.

Enterprise funds help keep these business-like operations financially separate from the rest of the city’s budget. This makes it easier to see whether a specific service is paying for itself and to manage its revenues, expenses, and long-term investments (like equipment or infrastructure upgrades).

### Marina Fund Details

The purpose of the Marina Fund is to account for the revenues and expenditures related to Marina operations, construction, and debt.

| Marina Fund<br>Summary of Sources and Uses           | 2025                   |                        |                       | 2025 Budget vs Actual |               | 2025                  |
|------------------------------------------------------|------------------------|------------------------|-----------------------|-----------------------|---------------|-----------------------|
|                                                      | Original Budget        | Amended Budget         | YTD Actual            | Amount                | Percentage    | Remaining Budget      |
| <b>Operating Revenue</b>                             |                        |                        |                       |                       |               |                       |
| Charges for Services                                 | \$ 3,883,417           | \$ 3,883,417           | \$ 3,851,179          | \$ (32,238)           | -0.8%         | \$ 32,238             |
| Fuel Sales                                           | 1,503,000              | 1,503,000              | 1,384,315             | (118,685)             | -7.9%         | 118,685               |
| Intergovernmental Revenues                           | -                      | 19,000                 | 18,666                | (334)                 | 0.0%          | (18,666)              |
| Miscellaneous Revenues                               | 18,330                 | 18,330                 | 22,623                | 4,293                 | 23.4%         | (4,293)               |
| <b>Operating Revenue Subtotal</b>                    | <b>\$ 5,404,747</b>    | <b>\$ 5,423,747</b>    | <b>\$ 5,276,782</b>   | <b>\$ (146,965)</b>   | <b>-2.7%</b>  | <b>\$ 127,965</b>     |
| <b>Operating Expense</b>                             |                        |                        |                       |                       |               |                       |
| Salaries and Benefits                                | \$ 1,459,598           | \$ 1,459,598           | \$ 1,331,595          | \$ (128,003)          | -8.8%         | \$ 128,003            |
| Supplies                                             | 150,550                | 150,550                | 108,039               | (42,511)              | -28.2%        | 42,511                |
| Fuel Purchases                                       | 1,200,000              | 1,200,000              | 1,160,554             | (39,446)              | -3.3%         | 39,446                |
| Services                                             | 713,909                | 796,409                | 525,469               | (270,940)             | -34.0%        | 188,440               |
| Services - Interfund                                 | 1,052,806              | 1,052,806              | 1,052,806             | (0)                   | 0.0%          | 0                     |
| <b>Total Operating Expenses (excl. depreciation)</b> | <b>\$ 4,576,863</b>    | <b>\$ 4,659,363</b>    | <b>\$ 4,178,463</b>   | <b>\$ (480,900)</b>   | <b>-10.3%</b> | <b>\$ 398,400</b>     |
| <b>Operating Income/(Loss)</b>                       | <b>\$ 827,884</b>      | <b>\$ 764,384</b>      | <b>\$ 1,098,319</b>   | <b>\$ 333,935</b>     | <b>43.7%</b>  | <b>\$ (270,435)</b>   |
| <b>Non-Operating Revenue</b>                         |                        |                        |                       |                       |               |                       |
| Insurance Recoveries                                 | \$ -                   | \$ -                   | \$ 105                | \$ 105                | 0.0%          | \$ (105)              |
| Interest Income                                      | 280,000                | 343,000                | 401,607               | 58,607                | 17.1%         | (121,607)             |
| <b>Non-operating Revenue Subtotal</b>                | <b>\$ 280,000</b>      | <b>\$ 343,000</b>      | <b>\$ 401,712</b>     | <b>\$ 58,712</b>      | <b>17.1%</b>  | <b>\$ (121,712)</b>   |
| <b>Non-operating Expense</b>                         |                        |                        |                       |                       |               |                       |
| Capital Outlay                                       | \$ 14,692,000          | \$ 14,692,000          | \$ 9,965,736          | \$ (4,726,264)        | -32.2%        | \$ 4,726,264          |
| Debt Service                                         | 1,101,996              | 1,101,996              | 1,102,497             | 501                   | 0.0%          | (501)                 |
| <b>Non-operating Expense Subtotal</b>                | <b>\$ 15,793,996</b>   | <b>\$ 15,793,996</b>   | <b>\$ 11,068,233</b>  | <b>\$ (4,725,763)</b> | <b>-29.9%</b> | <b>\$ 4,725,763</b>   |
| <b>Net Change in Unrestricted Net Position</b>       | <b>\$ (14,686,112)</b> | <b>\$ (14,686,612)</b> | <b>\$ (9,568,201)</b> | <b>\$ 5,118,411</b>   | <b>-34.9%</b> | <b>\$ (5,117,911)</b> |

\*\*December is month 12 of 12 = 100%



**Surface Water Management (SWM) Fund Details**

The purpose of the Surface Water Management(SWM) Fund is to account for revenues and expenses related to Surface Water Management operations and construction.

| Surface Water Management Fund<br>Summary of Sources and Uses | 2025                |                       |                     | 2025 Budget vs Actual |               | 2025                  |
|--------------------------------------------------------------|---------------------|-----------------------|---------------------|-----------------------|---------------|-----------------------|
|                                                              | Adopted Budget      | Amended Budget        | Actuals             | Amount                | Percentage    | Remaining Budget      |
| <b>Operating Revenue</b>                                     |                     |                       |                     |                       |               |                       |
| Charges for Services                                         | \$ 5,794,001        | \$ 5,794,001          | \$ 6,478,347        | \$ 684,346            | 11.8%         | \$ (684,346)          |
| Intergovernmental Revenue                                    | 844,000             | 844,000               | 846,236             | 2,236                 | 0.3%          | (2,236)               |
| <b>Operating Revenue Subtotal</b>                            | <b>\$ 6,638,001</b> | <b>\$ 6,638,001</b>   | <b>\$ 7,324,583</b> | <b>\$ 686,582</b>     | <b>10.3%</b>  | <b>\$ (686,582)</b>   |
| <b>Operating Expense</b>                                     |                     |                       |                     |                       |               |                       |
| Salaries and Benefits                                        | \$ 2,023,034        | \$ 2,063,034          | \$ 1,941,657        | \$ (121,377)          | -5.9%         | \$ 81,377             |
| Supplies                                                     | 119,650             | 119,650               | 81,371              | (38,279)              | -32.0%        | 38,279                |
| Services                                                     | 1,698,715           | 1,698,715             | 1,418,103           | (280,612)             | -16.5%        | 280,612               |
| Services - Interfund                                         | 1,012,635           | 1,012,635             | 1,012,635           | -                     | 0.0%          | -                     |
| <b>Total Operating Expenses (excl. depreciation)</b>         | <b>\$ 4,854,034</b> | <b>\$ 4,894,034</b>   | <b>\$ 4,453,765</b> | <b>\$ (440,269)</b>   | <b>-9.0%</b>  | <b>\$ 400,269</b>     |
| <b>Operating Income/(Loss)</b>                               | <b>\$ 1,783,967</b> | <b>\$ 1,743,967</b>   | <b>\$ 2,870,818</b> | <b>\$ 1,126,851</b>   | <b>64.6%</b>  | <b>\$ (1,086,851)</b> |
| <b>Non-Operating Revenue</b>                                 |                     |                       |                     |                       |               |                       |
| Insurance Recovery                                           | -                   | -                     | 4,072               | 4,072                 | 0.0%          | (4,072)               |
| Miscellaneous Revenue                                        | -                   | -                     | 967                 | 967                   | 0.0%          | (967)                 |
| Interest Income                                              | 400,000             | 400,000               | 408,847             | 8,847                 | 2.2%          | (8,847)               |
| <b>Non-operating Revenue Subtotal</b>                        | <b>\$ 400,000</b>   | <b>\$ 400,000</b>     | <b>\$ 413,886</b>   | <b>\$ 13,886</b>      | <b>3.5%</b>   | <b>\$ (13,886)</b>    |
| <b>Non-operating Expense</b>                                 |                     |                       |                     |                       |               |                       |
| Capital Outlay                                               | \$ 2,094,000        | \$ 3,978,000          | \$ 3,448,227        | \$ (529,773)          | -13.3%        | \$ (1,354,227)        |
| Transfers Out to Fund 319 (Transportation Improvemen         | 500,000             | 500,000               | 6,000               | (494,000)             | -98.8%        | 494,000               |
| <b>Non-operating Expense Subtotal</b>                        | <b>\$ 2,594,000</b> | <b>\$ 4,478,000</b>   | <b>\$ 3,454,227</b> | <b>\$ (1,023,773)</b> | <b>-22.9%</b> | <b>\$ (860,227)</b>   |
| <b>Net Change in Unrestricted Net Position</b>               | <b>\$ (410,033)</b> | <b>\$ (2,334,033)</b> | <b>\$ (169,524)</b> | <b>\$ 2,164,509</b>   | <b>-92.7%</b> | <b>\$ (240,509)</b>   |

\*\*December is month 12 of 12 = 100%

## INTERNAL SERVICE FUNDS

Internal Service Funds are funds that cities use to manage services provided internally from one department to another, rather than to the public. These funds operate like internal businesses within the government, charging city departments for the services they use—such as vehicle maintenance, information technology support, or insurance coverage.

By tracking these costs separately, Internal Service Funds help ensure accurate budgeting, promote cost accountability, and allow departments to see the true cost of the resources they consume.

The City has internal service funds for:

- Equipment maintenance (repairing city vehicles, etc.)
- Equipment replacement
- Repair and replacement of municipal facilities
- Information technology (managing computers and networks)
- Insurance

| Internal Service Funds:      | Revenue      |              |                    | Expenditures |            |                    |
|------------------------------|--------------|--------------|--------------------|--------------|------------|--------------------|
|                              | Budget       | Actual       | % Actual to Budget | Budget       | Actual     | % Actual to Budget |
| Equipment Rental Operations  | \$ 1,077,976 | \$ 1,048,718 | 97.3%              | \$ 855,438   | \$ 732,974 | 85.7%              |
| Equipment Rental Replacement | 2,518,511    | 2,431,178    | 96.5%              | 1,389,000    | 938,433    | 67.6%              |
| Facility Major Repairs       | 380,393      | 499,176      | 131.2%             | 428,885      | 277,945    | 64.8%              |
| Computer Replacement         | 238,000      | 253,852      | 106.7%             | 460,000      | 169,170    | 36.8%              |
| Self Insurance               | 1,147,472    | 1,151,737    | 100.4%             | 1,270,971    | 1,184,804  | 93.2%              |
| Unemployment Insurance       | \$ 60,000    | \$ 67,877    | 113.1%             | \$ 300,000   | \$ 99,016  | 33.0%              |

**ATTACHMENT 1 – Sales Tax by Category**

**SALES TAX SUMMARY  
December 2025 (October 2025 Sales)**

|                                                                | 24 TOTAL           | 24 YTD             | 25 YTD             | YTD % Diff   |
|----------------------------------------------------------------|--------------------|--------------------|--------------------|--------------|
| <b>CONSTRUCTION</b>                                            |                    |                    |                    |              |
| 285 Construction of Buildings                                  | \$47,585           | \$47,585           | \$59,431           | 55.2%        |
| 297 Heavy & Civil Construction                                 | \$7,120            | \$7,120            | \$19,970           | 180.1%       |
| 298 Specialty Trade Contractors                                | \$71,885           | \$71,885           | \$75,073           | 0.9%         |
| <b>TOTAL CONSTRUCTION</b>                                      | <b>\$126,590</b>   | <b>\$126,590</b>   | <b>\$154,474</b>   | <b>38.4%</b> |
| Overall Construction Change from Previous Year                 |                    |                    | \$27,884           |              |
| <b>MANUFACTURING</b>                                           |                    |                    |                    |              |
| 311 Food Manufacturing                                         | \$797              | \$797              | \$2,283            | 69.2%        |
| 312 Beverage & Tobacco Products                                | 2,229              | 2,229              | 2,596              | 16.2%        |
| 313 Textile Mills                                              | 1,179              | 1,179              | 1,179              | 0.0%         |
| 314 Textile Product Mills                                      | 111                | 111                | 371                | 113.1%       |
| 315 Apparel Manufacturing                                      | 330                | 330                | 410                | 28.4%        |
| 316 Lumber & Allied Products                                   | 434                | 434                | 547                | 26.1%        |
| 321 Wood Product Manufacturing                                 | 6,965              | 6,965              | 972                | 44.2%        |
| 322 Paper Manufacturing                                        | 289                | 289                | 1,486              | 417.5%       |
| 323 Printing & Related Support                                 | 4,907              | 4,907              | 7,315              | 49.1%        |
| 324 Petroleum & Coal Products                                  | 80                 | 80                 | 34                 | -57.5%       |
| 325 Chemical Manufacturing                                     | 1,587              | 1,587              | 1,521              | -11.5%       |
| 326 Plastics & Rubber Products                                 | 289                | 289                | 87                 | -70.0%       |
| 327 Nonmetallic Mineral Products                               | 4,459              | 4,459              | 4,191              | -4.0%        |
| 331 Primary Metal Manufacturing                                | 68                 | 68                 | 71                 | 4.1%         |
| 332 Fabricated Metal Industry Products                         | 1,863              | 1,863              | 1,695              | -9.0%        |
| 333 Machinery Manufacturing                                    | 730                | 730                | 2,539              | 249.0%       |
| 334 Computer & Electronic Products                             | 2,730              | 2,730              | 10,068             | 269.8%       |
| 335 Electric, Electronic, Appliances                           | 1,954              | 1,957              | 1,964              | -16.7%       |
| 336 Transportation Equipment Manufacturing                     | 15,617             | 15,617             | 18,610             | 18.1%        |
| 337 Furniture & Related Products                               | 2,945              | 2,945              | 4,249              | 30.2%        |
| 339 Miscellaneous Manufacturing                                | 4,278              | 4,278              | 6,039              | 79.2%        |
| <b>TOTAL MANUFACTURING</b>                                     | <b>\$30,979</b>    | <b>\$30,979</b>    | <b>\$60,434</b>    | <b>98.5%</b> |
| Overall Manufacturing Change from Previous Year                |                    |                    | \$19,200           |              |
| <b>TRANSPORTATION &amp; WAREHOUSING</b>                        |                    |                    |                    |              |
| 481 Air Transportation                                         | \$-                | \$-                | \$-                | % Diff       |
| 482 Rail Transportation                                        | 2                  | 2                  | 40                 | 2283.8%      |
| 483 Water Transportation                                       | -                  | -                  | 0                  | -            |
| 484 Truck Transportation                                       | 6,412              | 6,412              | 5,408              | -15.7%       |
| 485 Trolley and Ground Passengers                              | -                  | -                  | 2                  | -            |
| 487 Seater and Squeezing Trains                                | 3,485              | 3,485              | 1,325              | -62.0%       |
| 488 Transportation Support                                     | 106                | 106                | 95                 | -10.4%       |
| 491 Postal Services                                            | 32,317             | 32,317             | 40,373             | 24.5%        |
| 492 Couriers & Messengers                                      | 371                | 371                | 255                | -31.2%       |
| 493 Warehousing & Storage                                      | 42,694             | 42,694             | 47,469             | 11.2%        |
| <b>TOTAL TRANSPORTATION &amp; WAREHOUSING</b>                  | <b>\$48,884</b>    | <b>\$48,884</b>    | <b>\$64,804</b>    | <b>33.5%</b> |
| Overall Transportation Change from Previous Year               |                    |                    | \$15,920           |              |
| <b>WHOLESALE TRADE</b>                                         |                    |                    |                    |              |
| 423 Wholesale Trade - Consumer Goods                           | \$39,827           | \$39,827           | \$50,489           | 26.8%        |
| 424 Wholesale Trade - Wholesale Goods                          | \$4,370            | \$4,370            | \$3,018            | -30.9%       |
| 425 Wholesale Trade - Other                                    | \$191,885          | \$191,885          | \$25,502           | -12.5%       |
| <b>WHOLESALE TRADE TOTAL</b>                                   | <b>\$236,082</b>   | <b>\$236,082</b>   | <b>\$289,009</b>   | <b>22.8%</b> |
| Overall Wholesale Change from Previous Year                    |                    |                    | \$52,927           |              |
| <b>RETAIL TRADE</b>                                            |                    |                    |                    |              |
| 442 Furniture & Home Furnishings                               | \$-                | \$-                | \$-                | % Diff       |
| 443 Electronics & Appliances                                   | -                  | -                  | 54,972             | -            |
| 444 Building Material & Garden                                 | 59,297             | 59,297             | 54,912             | -3.2%        |
| 445 Hardware                                                   | 104,204            | 104,204            | 106,991            | 1.2%         |
| 446 Health & Personal Care                                     | -                  | -                  | 180,284            | -            |
| 448 Sporting Goods, Hobby, Books                               | -                  | -                  | 151,096            | -            |
| 449 Furniture, Home Furnishings, Electronics, and Appliances   | 151,096            | 151,096            | 148,810            | -2.8%        |
| 451 Sporting Goods, Hobby, Books                               | -                  | -                  | -                  | -            |
| 452 General Merchandise Stores                                 | -                  | -                  | -                  | -            |
| 453 Miscellaneous Store Retailers                              | -                  | -                  | -                  | -            |
| 454 Nonstore Retailers                                         | -                  | -                  | -                  | -            |
| 455 General Merchandise Retailers                              | 63,701             | 63,701             | 69,971             | 8.9%         |
| 456 Health and Personal Care Retailers                         | 58,173             | 58,173             | 50,178             | -13.4%       |
| 457 Gasoline and Fuel Dealers                                  | 60,038             | 60,038             | 62,194             | 3.6%         |
| 458 Clothing, Clothing Accessories, Shoe and Jewelry Retailers | 50,849             | 50,849             | 53,380             | 5.0%         |
| 459 Sporting Goods, Hobby, Musical Instrument, Book and Misc   | 675,052            | 675,052            | 707,003            | 4.7%         |
| <b>TOTAL RETAIL TRADE</b>                                      | <b>1,301,450</b>   | <b>1,301,450</b>   | <b>1,332,437</b>   | <b>2.4%</b>  |
| Overall Retail Change from Previous Year                       |                    |                    | \$30,987           |              |
| <b>SERVICES</b>                                                |                    |                    |                    |              |
| 517 Information                                                | \$218,632          | \$218,632          | \$223,525          | 3.1%         |
| 518 Finance & Insurance                                        | 23,226             | 23,226             | 21,622             | -6.9%        |
| 519 Real Estate, Rental, Leasing                               | 6,442              | 6,442              | 6,442              | 0.0%         |
| 541 Professional, Scientific, Tech                             | 86,034             | 86,034             | 86,034             | 0.0%         |
| 542 Computer, Information, Tech                                | 1,884              | 1,884              | 1,884              | 0.0%         |
| 551 Computer, Information, Tech                                | 1,884              | 1,884              | 1,884              | 0.0%         |
| 599 Admin, Support Services                                    | 282,602            | 282,602            | 282,602            | 0.0%         |
| 620 Education Services                                         | 18,596             | 18,596             | 18,596             | 0.0%         |
| 621 Health Care Social Assistance                              | 7,133              | 7,133              | 9,202              | 29.0%        |
| 622 Health Care Support Services                               | 35,015             | 35,015             | 39,966             | 14.0%        |
| 720 Accommodation & Food Services                              | 429,659            | 429,659            | 446,140            | 4.3%         |
| 810 Other Services                                             | 161,162            | 161,162            | 177,208            | 10.4%        |
| 820 Public Administration                                      | 840                | 840                | 1,219              | 45.2%        |
| <b>TOTAL SERVICES</b>                                          | <b>1,307,978</b>   | <b>1,307,978</b>   | <b>1,333,479</b>   | <b>6.5%</b>  |
| Overall Services Change from Previous Year                     |                    |                    | \$25,501           |              |
| <b>MISCELLANEOUS</b>                                           |                    |                    |                    |              |
| 000 Unknown                                                    | \$-                | \$-                | \$-                | % Diff       |
| 111-115 Agriculture, Forestry, Fishing                         | 701                | 701                | 688                | -1.9%        |
| 211-221 Mining & Other                                         | 11,964             | 11,964             | 2,838              | -78.1%       |
| 999 Miscellaneous                                              | 109,910            | 109,910            | 127,912            | 11.6%        |
| <b>MISCELLANEOUS TOTAL</b>                                     | <b>\$122,575</b>   | <b>\$122,575</b>   | <b>\$131,438</b>   | <b>8.9%</b>  |
| Overall Miscellaneous Change from Previous Year                |                    |                    | (\$8,607)          |              |
| <b>GRAND TOTALS</b>                                            | <b>\$4,033,471</b> | <b>\$4,033,471</b> | <b>\$4,335,143</b> | <b>8.73%</b> |
| Grand Total Change from Previous Year to Date                  |                    |                    | \$302,272          |              |

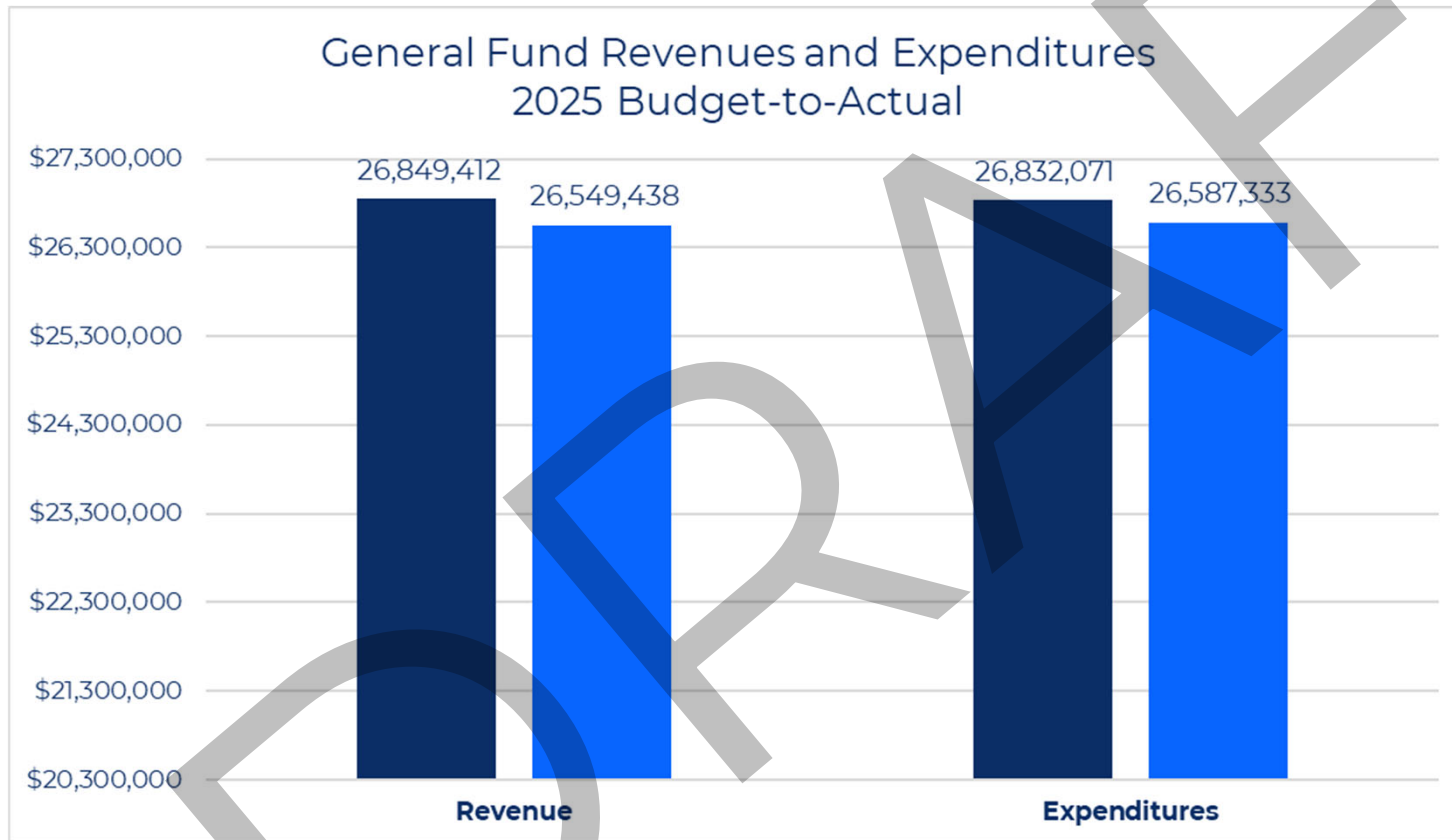


# Preliminary 4th Quarter 2025 Financial Report

April 23, 2026



# General Fund – Budget to Actuals



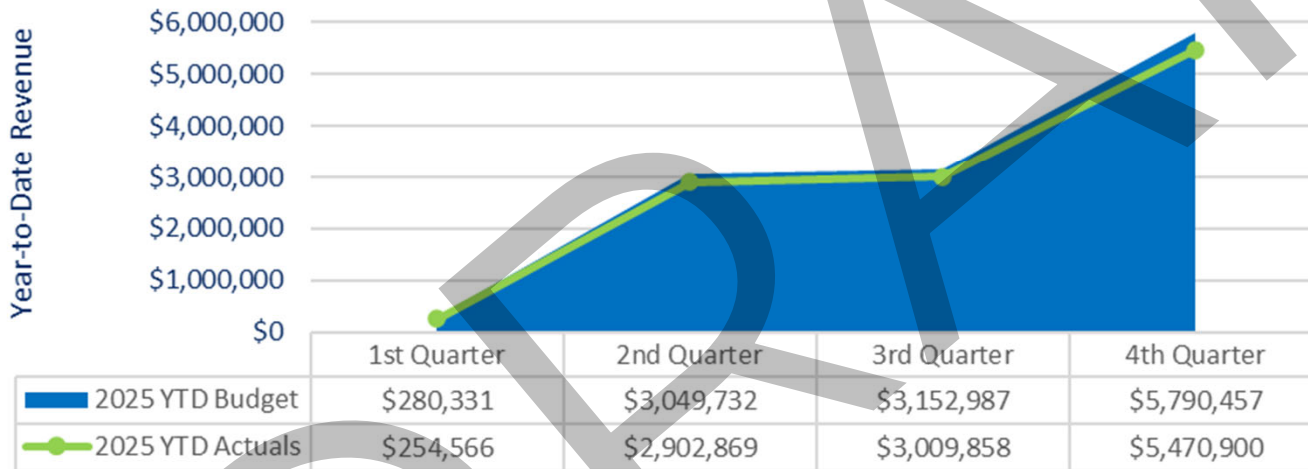
# General Fund Revenue

| Revenue                  | 2025 YTD Actuals     | \$ Over/(Under)<br>YTD Budget | % Over/(Under)<br>YTD Budget |   |
|--------------------------|----------------------|-------------------------------|------------------------------|---|
| Taxes                    | \$ 19,413,072        | \$ (340,385)                  | -1.7%                        | ● |
| Licenses and Permits     | 432,054              | 6,554                         | 1.5%                         | ● |
| Intergovernmental        | 1,031,357            | 120,838                       | 13.3%                        | ● |
| Fees/Charges/Fines       | 1,602,622            | (194,478)                     | -10.8%                       | ● |
| Other                    | 2,278,663            | 67,905                        | 3.1%                         | ● |
| Non-Recurring (One-Time) | 1,791,672            | 39,594                        | 2.3%                         | ● |
| <b>Total Revenue</b>     | <b>\$ 26,549,438</b> | <b>\$ (299,974)</b>           | <b>-1.1%</b>                 | ● |

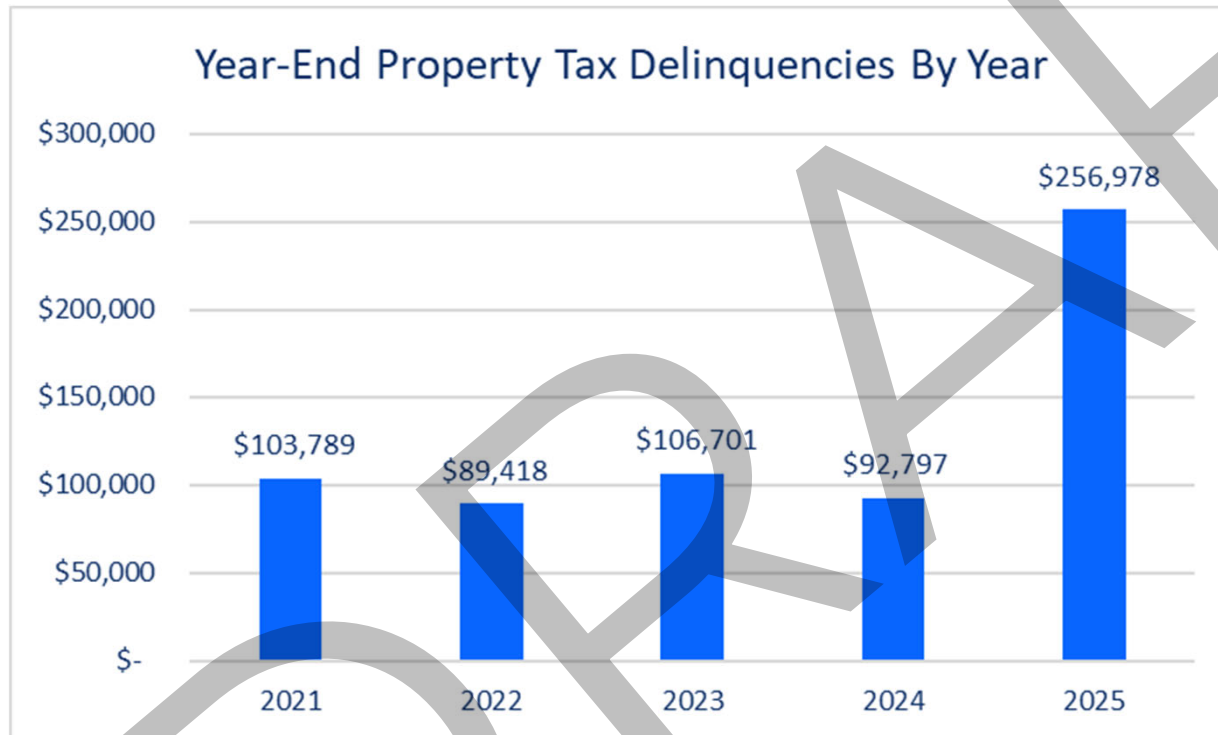


# Highlights

Property Tax  
2025



# Notable Budget Variances



# Notable Budget Variances

| Levy Year | Receivable        |
|-----------|-------------------|
| 2019      | \$ 3,959          |
| 2020      | \$ 3,739          |
| 2021      | \$ 468            |
| 2022      | \$ 854            |
| 2023      | \$ 12,003         |
| 2024      | \$ 43,297         |
| 2025      | \$ 256,978        |
|           | <b>\$ 321,298</b> |

Receivables represent amounts due to the City for each levy year.



# Notable Budget Variances

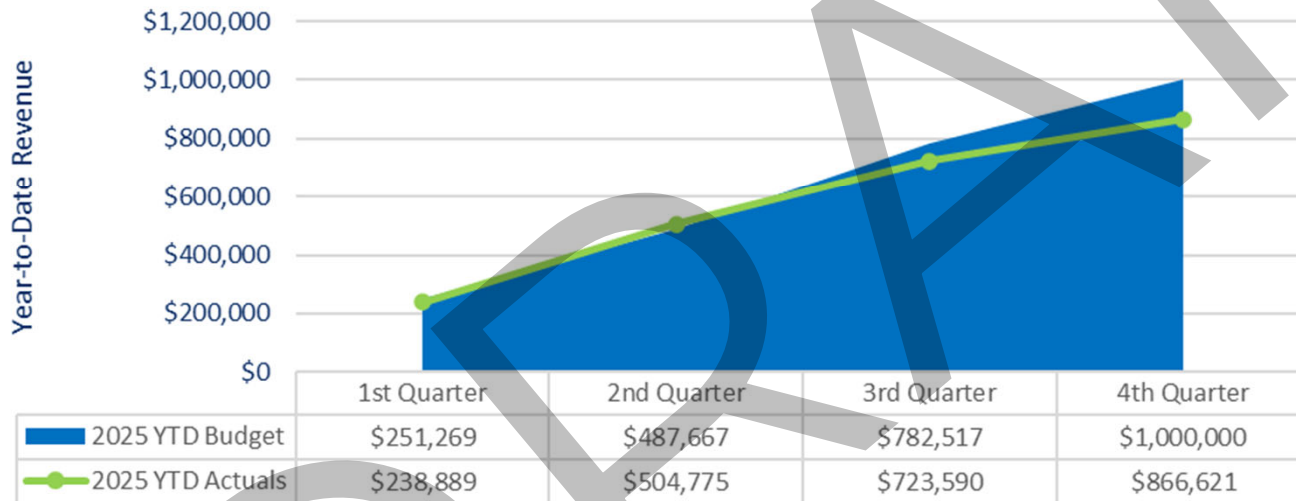
- **Red Light Running** - \$866,621 received
  - Result of safer driving
    - Traffic camera revenues decline as behavior improves
  - Revenue is less than \$1,000,000 for the first time

DRAFT

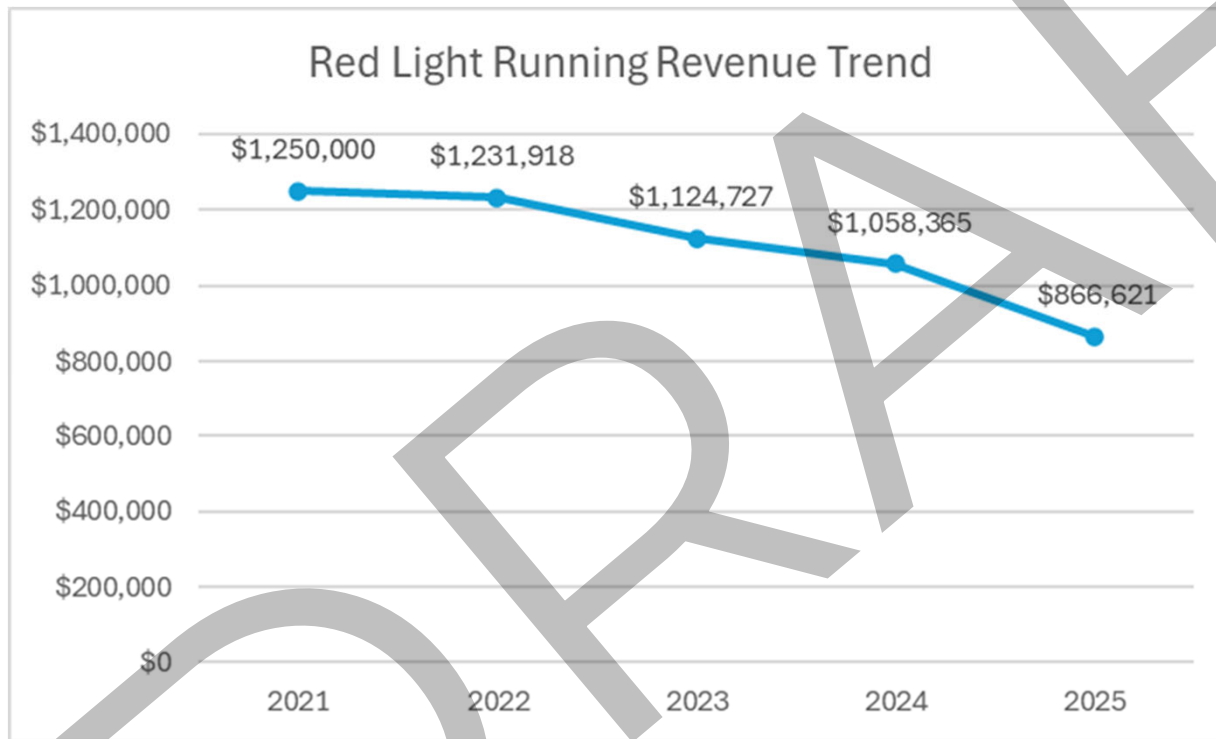


# Highlights

Red Light Running Infractions  
2025



# Notable Budget Variances



# General Fund Expenditures

| Summary of Uses   | 2025 YTD Actuals     | \$ Over/(Under)<br>YTD Budget | % Over/(Under)<br>YTD Budget |   |
|-------------------|----------------------|-------------------------------|------------------------------|---|
| Personnel         | \$ 17,277,678        | \$ (24,932)                   | -0.1%                        | ● |
| Supplies          | 718,147              | 52,882                        | 7.4%                         | ● |
| Services          | 5,850,136            | (270,609)                     | -4.6%                        | ● |
| Internal Services | 2,713,374            | (2)                           | 0.0%                         | ● |
| Transfers Out     | 27,998               | (2,077)                       | -7.4%                        | ● |
| <b>Total Uses</b> | <b>\$ 26,587,333</b> | <b>\$ (244,738)</b>           | <b>-0.9%</b>                 | ● |

Operating Income/(Loss) = (\$45,891)



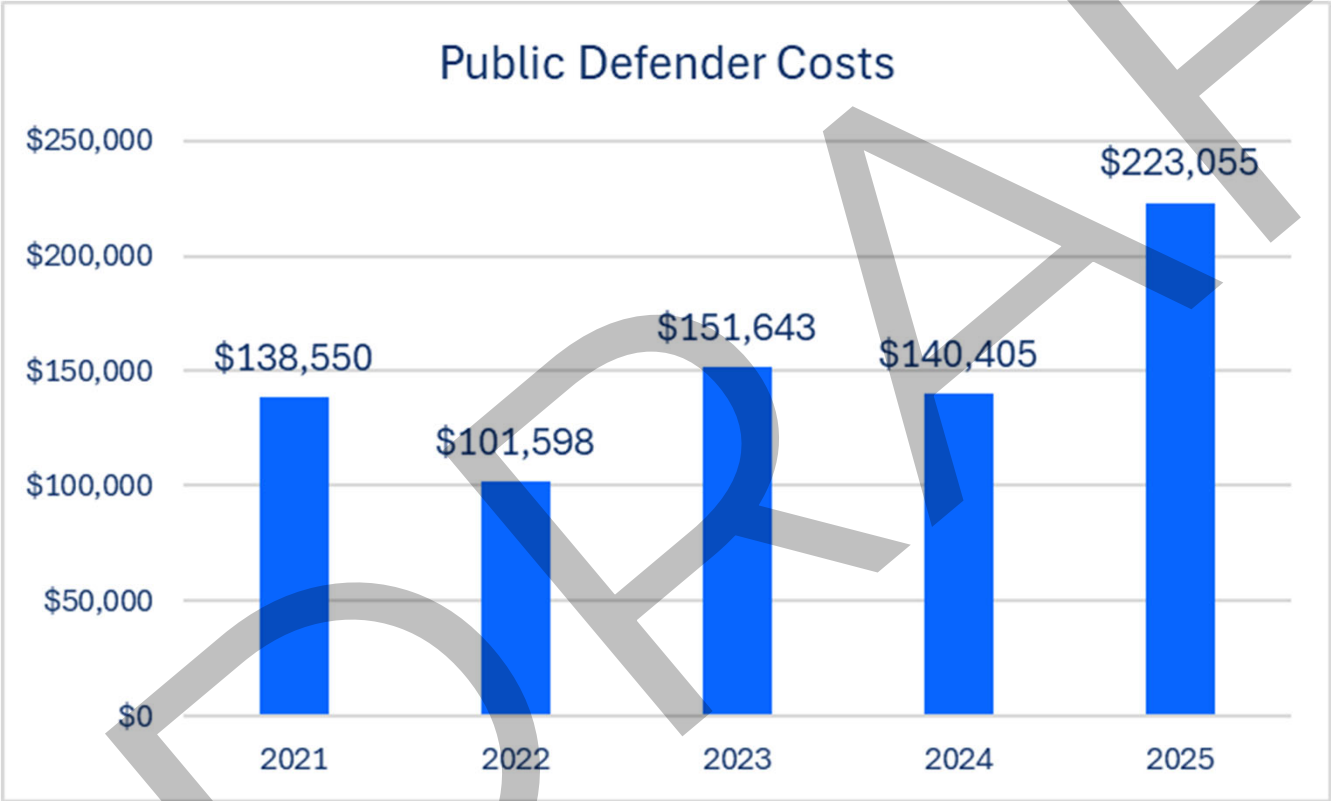
# Statewide Issue: City Impact

## Public Defender Costs

Changes in Washington State law and court standards are increasing the cost of municipal public defense. Under RCW 10.101 and updated requirements from the Washington State Supreme Court (including CrR 3.1 and CrRLJ 3.1), lower caseload limits are driving increased contract costs. As a contracting city, Des Moines has limited control over these costs. This is an unfunded mandate creating ongoing pressure on the General Fund.



# Statewide Issue: City Impact



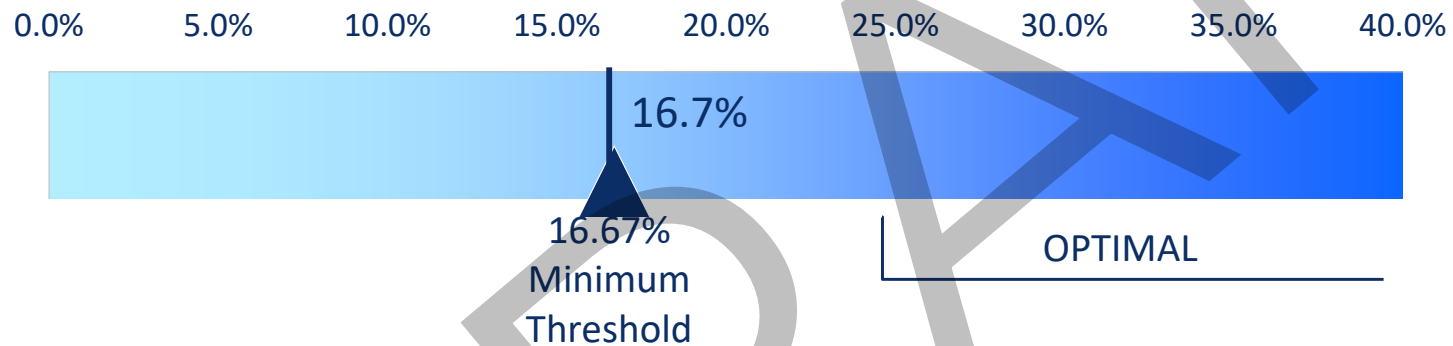
# General Fund-Fund Balance and Operating Reserves

## **DMMC 3.08.010 - General fund ending balance policy.**

The City Manager is directed to establish expenditure policies that will result in a general fund unrestricted ending balance or operating reserve of no less than two months (amounting to 16.67 percent) of the recurring operating expenditures for each fiscal year. The general fund unrestricted ending balance may not fall below the 16.67 percent of recurring operating expenditures unless authorized by the City Council.



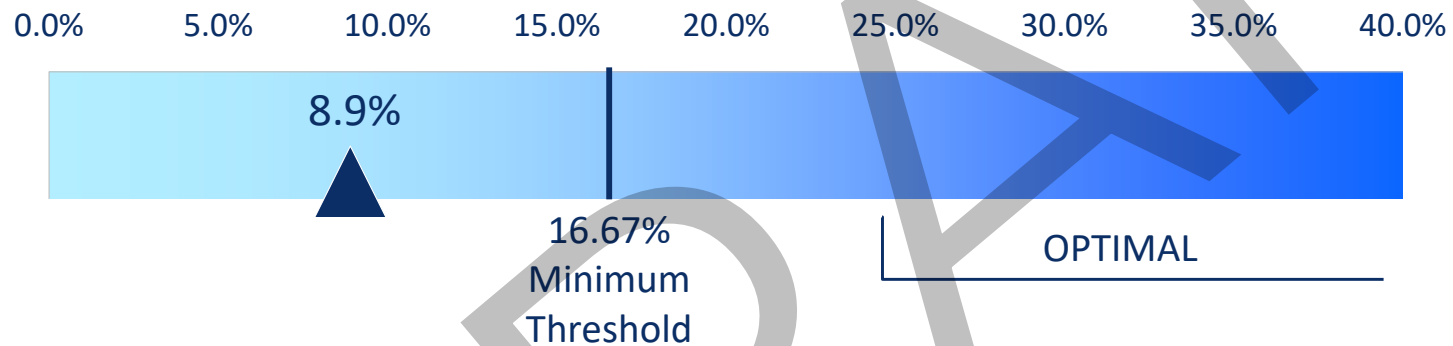
# General Fund-Fund Balance



Fund Balance = \$4.30 million  
16.67% threshold = \$4.28 million



# General Fund Operating Reserves



Operating Reserves (Cash) = \$2.29 million  
16.67% threshold = \$4.28 million



**OTHER FUNDS**

DRAFT



# Highlights – Other Funds

- **Operating Income/(Loss)**

- Development Fund = \$429,193
- Marina = \$1,098,319
- Surface Water Management (SWM) = \$2,870,818

DRAFT



# Marina Revenue

| Revenue                    | 2025 YTD Budget     | 2025 YTD Actuals    | \$ Over/(Under) YTD Budget | % Over/(Under) YTD Budget |   |
|----------------------------|---------------------|---------------------|----------------------------|---------------------------|---|
| Charges for Services       | \$ 3,883,417        | \$ 3,851,179        | \$ (32,238)                | -0.8%                     | ● |
| Fuel Sales                 | 1,503,000           | 1,384,315           | (118,685)                  | -7.9%                     | ● |
| Intergovernmental Revenues | 19,000              | 18,666              | (334)                      | 0.0%                      | ● |
| Miscellaneous              | 18,330              | 22,623              | 4,293                      | 23.4%                     | ● |
| <b>Total Revenue</b>       | <b>\$ 5,423,747</b> | <b>\$ 5,276,783</b> | <b>\$ (146,964)</b>        | <b>-2.7%</b>              | ● |



# Marina Expenditures

| Expenditures          | 2025 YTD Budget     | 2025 YTD Actuals    | \$ Over/(Under) YTD Budget | % Over/(Under) YTD Budget |   |
|-----------------------|---------------------|---------------------|----------------------------|---------------------------|---|
| Salaries and Benefits | \$ 1,459,598        | \$ 1,331,595        | \$ (128,003)               | -8.8%                     | ● |
| Supplies              | 150,550             | 108,039             | (42,511)                   | -28.2%                    | ● |
| Fuel Purchases        | 1,200,000           | 1,160,554           | (39,446)                   | -3.3%                     | ● |
| Services              | 796,409             | 525,469             | (270,940)                  | -34.0%                    | ● |
| Services - Interfund  | 1,052,806           | 1,052,806           | -                          | 0.0%                      | ● |
| <b>Total Uses</b>     | <b>\$ 4,659,363</b> | <b>\$ 4,178,463</b> | <b>\$ (480,900)</b>        | <b>-10.3%</b>             | ● |

Operating Income = \$1,098,319



# Surface Water Management

|                                      | 2025 YTD Budget     | 2025 YTD Actuals    | \$ Over/(Under)<br>YTD Budget | % Over/(Under)<br>YTD Budget |   |
|--------------------------------------|---------------------|---------------------|-------------------------------|------------------------------|---|
| Operating Revenue                    | \$ 6,638,001        | \$ 7,324,583        | \$ 686,582                    | 10.3%                        | ● |
| Operating Expenditures               | (4,894,034)         | (4,453,765)         | 440,269                       | -9.0%                        | ● |
| <b>Total Operating Income/(Loss)</b> | <b>\$ 1,743,967</b> | <b>\$ 2,870,818</b> | <b>\$ 1,126,851</b>           | <b>64.6%</b>                 | ● |



# QUESTIONS?



[WWW.DESMOINESWA.GOV](http://WWW.DESMOINESWA.GOV) [206-878-4595](tel:206-878-4595) [21630 11TH AVENUE SOUTH, SUITE A DES MOINES, WA 98198](https://www.google.com/maps/place/21630+11th+Avenue+South,+Suite+A,+Des+Moines,+WA+98198)

**City Council  
AGENDA ITEM**

**BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA**

**SUBJECT: Discussion of Downtown Parking**

**ATTACHMENTS:**

1. 2017 Des Moines Parking Demand Summary
2. Findings on Downtown Parking Capacity PowerPoint

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Public Works

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

City Clerk  
Public Works

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**Purpose and Recommendation**

The purpose of this agenda item is to facilitate a City Council discussion of the 2026 parking demand data within the downtown core.

**Background**

At a recent Council meeting, a Councilmember requested a discussion on downtown parking. Tonight's presentation provides an overview of current parking conditions and a summary of prior analysis on this topic.

In 2017, the City commissioned Rick Williams Consulting (RWC) to conduct a Parking Demand Evaluation. The study was intended to assess parking needs following completion of the Des Moines Creek Business Park and the opening of the Angle Lake Light Rail Station. The analysis found that existing municipal code requirements were resulting in an "overbuild" of parking—particularly for office and retail uses—leading to higher development costs and reduced leasable space.

In response to City Council direction, staff initiated a follow-up study in 2026 to evaluate whether changes in growth patterns and transit usage have affected parking demand. This updated analysis benchmarks current conditions against the 2017 baseline to better understand today's parking needs in the downtown area.

## **Discussion**

The 2017 Rick Williams Consulting study concluded that Des Moines' municipal code was requiring developers to build parking far in excess of actual market demand. By measuring "True Demand" (the actual number of cars parked at peak hours) across 16 sample sites, the study found:

- Significant Surplus: Office and retail sectors were the most overbuilt, with supplies exceeding demand by 43% and 54%, respectively.
- Cost & Land Use Inefficiency: The study concluded that these high requirements acted as a barrier to development by increasing construction costs and reducing the leasable building area where the return on investment is highest.
- The "Right-Sized" Recommendation: RWC recommended a "right-sized" approach, suggesting the City lower minimums to as little as 1.0 stall per 1,000 SF for office and retail to encourage more compact, pedestrian-friendly development.

The primary objective of the 2026 study was to determine if the downtown core maintains adequate private parking lot capacity following years of regional growth. By leveraging the 2017 study as a baseline, staff measured how nearly a decade of development has impacted the downtown's private inventory. The study did not take into account the additional 410 downtown public street parking stalls and 429 stalls at the Marina and Beach Park.

- Adequacy of Supply: 2026 data confirms downtown maintains a healthy supply. Peak demand remains well below the 85% capacity threshold, with office services maintaining a consistent ~45% load during peak hours.
- Consistent Utilization: While the city has grown, the "surge" in demand has not materialized as a capacity crisis. Occupancy rates remain stable and similar to 2017 levels, where peak retail demand required only 46% of available supply. Currently, even anchors like Dollar Tree peak at a manageable 70%.
- Stable Infrastructure: The inventory of built stalls continues to provide a sufficient safety net. The infrastructure remains capable of absorbing demand, despite localized outliers like the Edward Jones site, which reached 125% capacity at 3:00 PM.

## **Recommendation**

Staff recommends the City Council review the presented parking demand data and provide feedback and direction to staff regarding future policy or planning considerations.

## 2017 Des Moines Parking Demand Evaluation Summary (April 2017)

### Purpose

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The City of Des Moines is poised for a potential surge in growth with the Des Moines Creek Business Park nearing completion and the future opening of the Angle Lake Sound Transit Light Rail Station. The City is situated north of Federal Way and south of SeaTac on the west side of a busy section of Interstate 5. Its strategic location (proximity to Tacoma, SeaTac, and I-5) makes it an opportune location as a distribution hub for commerce in the southern Sound. As the community welcomes more employment and residents; it is important that the City is prepared for future growth by understanding development opportunities and setting expectations for future parking needs.

Rick Williams Consulting (RWC) was hired to assess parking demand for a select number of properties within the downtown Des Moines study area. This assessment is part of a larger planning effort lead by THG that looks at the feasibility and market analysis of a catalytic development on the City's Marina site. This parking assessment looks at existing parking requirements for new or redeveloped uses (minimum and maximum parking ratios), the number of built parking stalls, and the number of occupied stalls during each land uses' peak hour utilization.



The findings from this assessment can be used to inform a future planning phase where consideration is made for adjusting parking development ratios. The intent is to 'right-size' the parking supply by directing developers to build only the number of parking stalls needed to meet parking demand while maximizing the land use and building area devoted to commercial use. Refinements to parking development ratios can help spur development by reducing the onus of building costly and unnecessary parking, while maximizing leasable building area where the return on investment is higher. This could result in more profitable developments and provide a more attractive, pedestrian-friendly environment for the City and patrons of Des Moines.

## Methodology

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The consultant team worked with the City to select a number of land uses for which to observe parking demand utilization. Sixteen sample sites were chosen to provide a cross section of representative land use types within the downtown study area – retail, restaurant, office, and mixed use. Each site’s parking supply was inventoried in advance of the demand analysis; quantifying the numbers of stalls serving each location (visitor and employee parking). Surveyors counted occupied parking stalls during peak periods for each property to determine the uses’ highest individual parking demand (‘peak’). In a few cases, vehicles parked on-street were also included as part of the demand counts if it was evident drivers were patronizing or employed at the sample property.

Parking development requirements are expressed as ratios of stalls per 1,000 square feet of building area or stalls per residential unit. As such, the analysis requires information specific to the total building square footage for each survey site. Des Moines staff provided commercial real estate information (CoStar Property) to derive the most accurate information possible. During the data collection process surveyors were careful to note any tenant vacancy observations that may have contradicted information provided in the CoStar reports. Calculating ‘true’ parking demand ratios required factoring out any tenant vacancies, so total parked cars were correlated only to occupied building square footage.

This is the same methodology employed by the Institute of Transportation Engineers (ITE) to calculate parking demand by land use category, which has been the de facto metric used by jurisdictions across America for their municipal parking requirements. While this is a good starting point, the ITE information draws its examples from across America, which can include demand figures that date back as far as the 1980s. The methodology used for this study exclusively utilizes local Des Moines data gathered in March (2017), which provides the most accurate and true representation of existing conditions on the ground today.

## Findings

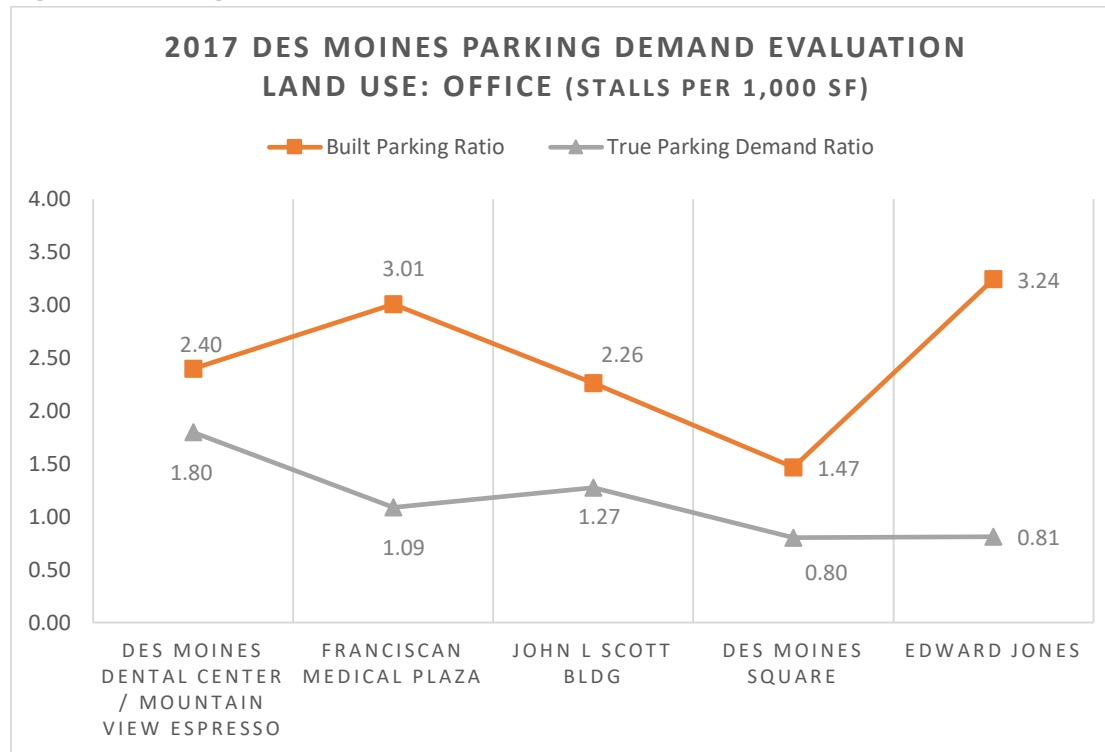
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The findings summarized below are shown as demand ratios for individual properties within a common land use group, both graphically (charts) and in tabular format (tables). At the end of the section, an aggregated table depicts average parking demand ratios by land use group, which can then be the first step in determining a blended parking ratio across all land use types.

## Office Land Uses

Five sites were selected to represent office land uses. **Figure A** summarizes findings for this land use category.

**Figure A: Parking Demand Ratios - Office**



From the office land use analysis the following results can be derived:

- Built parking ratios vary somewhat in the office category from as little as 1.47 stalls per 1,000 square feet (Des Moines Square) to as much as 3.24 stalls per 1,000 square feet (Edward Jones).
- The average built parking ratio for office uses is 2.48 stalls per 1,000 square feet of building area.

- True parking demand ratios have less variation ranging from 1.80 vehicles per 1,000 square feet (Des Moines Dental Center) to 0.80 vehicles per 1,000 square feet (Des Moines Square).
- The average true demand for parking for offices uses (all sites combined) is 1.15 stalls per 1,000 square feet of occupied building area.
- A 15% buffer was added to true demand numbers to allow for the ebb and flow of customers/visitors within the off-street parking supply. This supports the concept of an 85% occupancy threshold (industry standard) for a customer or visitor parking supply. Adding a 15% buffer to the average true demand figure (1.15) results in a market-calibrated 1.33 stalls per 1,000 square feet of office space (i.e., average actual demand for parking).
- The recalibrated office parking demand ratio of 1.33 is 46% lower than the existing average built supply (2.48).
- Based on these findings, these developments oversupplied parking (built ratio) well beyond their actual need.
- A comparative summary of these findings are summarized in **Table 1** below.

**Table 1: 2017 Des Moines Parking Demand Evaluation – Office Land Use**

| Business Name                                     | Business Type   | Building Square Footage | Built Off-Street Stalls | Built parking ratio | Code Minimum w/bonuses <sup>1</sup> | Code Maximum | True Demand | TD + buffer (15%) | Delta +/- | % Diff |
|---------------------------------------------------|-----------------|-------------------------|-------------------------|---------------------|-------------------------------------|--------------|-------------|-------------------|-----------|--------|
| Des Moines Dental Center / Mountain View Espresso | Office - retail | 6,679                   | 16                      | 2.40                | 1.25 - 2.86                         | 1.88 - 4.29  | 1.80        | 2.07              | 0.33      | 14%    |
| Franciscan Medical Plaza                          | Office          | 15,620                  | 47                      | 3.01                | 1.25 - 2.86                         | 1.88 - 4.29  | 1.09        | 1.25              | 1.76      | 58%    |
| John L Scott Bldg                                 | Office          | 7,072                   | 16                      | 2.26                | 1.25 - 2.86                         | 1.88 - 4.29  | 1.27        | 1.46              | 0.80      | 35%    |

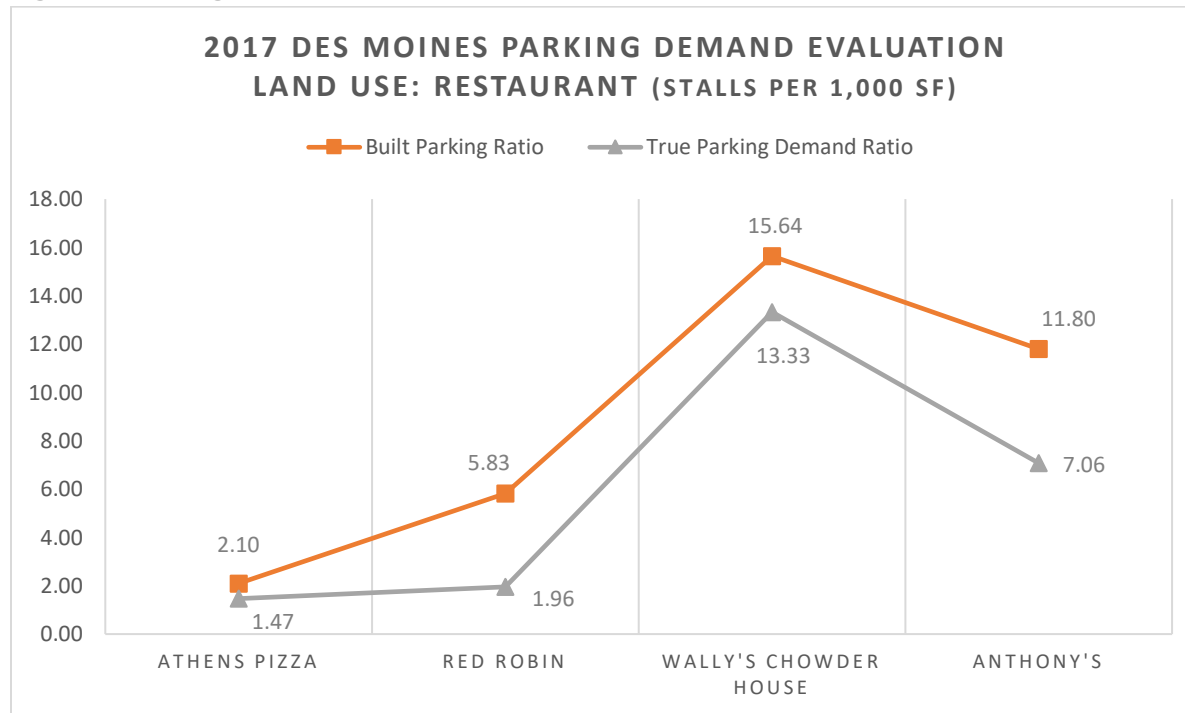
<sup>1</sup> According to Chapter 18.210.090 of the Des Moines Municipal Code, Subsection 10 states “Offices, including professional and business, banks, and related activities: one space per 350 square feet of gross floor area,” which equates to 2.86 stalls per 1,000 square feet of building area. Subsection 11 states, “Offices not providing customer services on the premises: one space for each 800 square feet of gross floor area,” which equates to the lower 1.25 stalls per 1,000 square feet of building area.

| Business Name                 | Business Type | Building Square Footage | Built Off-Street Stalls | Built parking ratio | Code Minimum w/bonuses <sup>1</sup> | Code Maximum | True Demand | TD + buffer (15%) | Delta +/-   | % Diff     |
|-------------------------------|---------------|-------------------------|-------------------------|---------------------|-------------------------------------|--------------|-------------|-------------------|-------------|------------|
| Des Moines Square             | Office        | 11,590                  | 17                      | 1.47                | 1.25 - 2.86                         | 1.88 - 4.29  | 0.80        | 0.92              | 0.54        | 37%        |
| Edward Jones                  | Office        | 3,700                   | 12                      | 3.24                | 1.25 - 2.86                         | 1.88 - 4.29  | 0.81        | 0.93              | 2.31        | 71%        |
| <b>Average Parking Ratios</b> |               |                         |                         | <b>2.48</b>         |                                     |              | <b>1.15</b> | <b>1.33</b>       | <b>1.15</b> | <b>43%</b> |

## Restaurant Land Uses

Four sites were selected to represent restaurant land uses. **Figure B** summarizes findings for this land use category.

**Figure B: Parking Demand Ratios - Restaurant**



From the restaurant land use analysis the following results can be derived:

- Built parking ratios vary widely in the restaurant category from as little as 2.10 stalls per 1,000 square feet (Athens Pizza) to as much as 15.64 stalls per 1,000 square feet (Wally's Chowder House).
- Restaurant uses on average, have higher demand ratios than most other types of land uses; particularly when they are a free-standing (e.g., Anthony's) use versus a component within a mixed use site.

- The average built parking ratio for restaurant uses is 8.84 stalls per 1,000 square feet of building area.
- True parking demand ratios have a similar variation, ranging from 1.47 vehicles per 1,000 square feet (Athens) to 13.33 vehicles per 1,000 square feet (Wally’s Chowder House).
- The average true demand for parking for restaurant uses (all sites combined) is 5.95 stalls per 1,000 square feet of occupied building area.
- A 15% buffer was added to the true demand numbers to allow for the ebb and flow of customers/visitors within the off-street parking supply. Adding a buffer to the average true demand figure (5.95) results in a market-calibrated 6.85 stalls per 1,000 square feet of restaurant space (i.e., equates to total square footage of the restaurant, not just dining room area).
- The recalibrated restaurant parking demand ratio of 6.85 is 23% lower than the existing built supply (8.84).
- As with office uses (above) restaurants have generally overbuilt actual parking supply versus actual need for parking.
- A comparative summary of these findings are summarized in **Table 2** below.

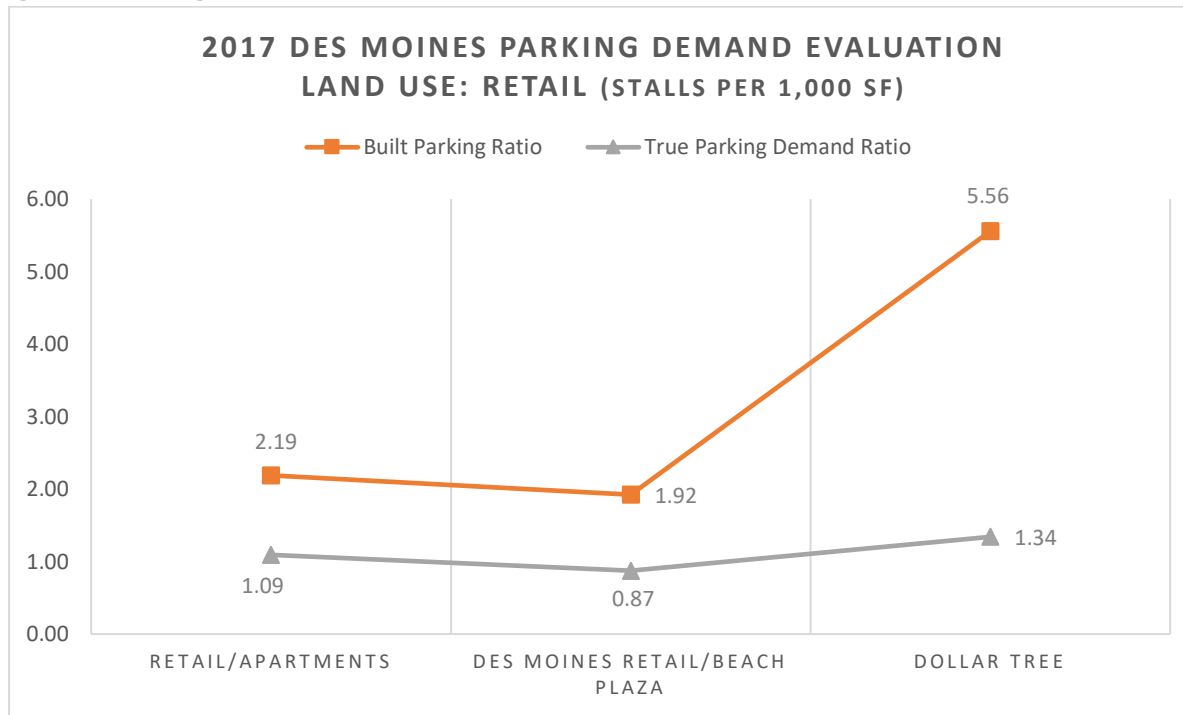
Table 2: 2017 Des Moines Parking Demand Evaluation – Restaurant Land Use

| Business Name                 | Business Type | Building Square Footage | Built Off-Street Stalls | Built parking ratio | Code Minimum w/bonuses | Code Maximum | True Demand | TD + buffer (15%) | Delta +/-   | % Diff     |
|-------------------------------|---------------|-------------------------|-------------------------|---------------------|------------------------|--------------|-------------|-------------------|-------------|------------|
| Athens Pizza                  | Restaurant    | 4,770                   | 10                      | 2.10                | 8.00                   | 12.00        | 1.47        | 1.69              | 0.41        | 20%        |
| Red Robin                     | Restaurant    | 19,395                  | 113                     | 5.83                | 8.00                   | 12.00        | 1.96        | 2.25              | 3.57        | 61%        |
| Wally's Chowder House         | Restaurant    | 1,726                   | 27                      | 15.64               | 0.00                   | 12.00        | 13.33       | 15.32             | 0.32        | 2%         |
| Anthony's                     | Restaurant    | 14,408                  | 170                     | 11.80               | 8.00                   | 12.00        | 7.06        | 8.12              | 3.67        | 31%        |
| <b>Average Parking Ratios</b> |               |                         |                         | <b>8.84</b>         |                        |              | <b>5.95</b> | <b>6.85</b>       | <b>1.99</b> | <b>29%</b> |

## Retail Land Uses

Three sites were selected to represent retail land uses. **Figure C** summarizes findings for this land use category.

Figure C: Parking Demand Ratios - Retail



From the retail land use analysis the following results and be derived:

- Built parking ratios vary widely in the retail category from as little as 1.92 stalls per 1,000 square feet (Des Moines Retail/Beach Plaza) to as much as 5.56 stalls per 1,000 square feet (Dollar Tree).
- The average built parking ratio for retail uses is fairly low at 3.22 stalls per 1,000 square feet of building area.

- True parking demand ratios vary less than the built supplies, ranging from 0.87 vehicles per 1,000 square feet (Des Moines Retail/Beach Plaza) to 1.34 vehicles per 1,000 square feet (Dollar Tree).
- The average true demand for parking for retail uses (all sites combined) is surprisingly low at 1.10 stalls per 1,000 square feet of occupied building area.
- A 15% buffer was added to average true demand numbers to allow for the ebb and flow of customers/visitors within the off-street parking supply. Adding a buffer to the average true demand figure (1.10) results in a market-calibrated 1.27 stalls per 1,000 square feet of retail space.
- The recalibrated retail parking demand ratio of 1.27 is 61% lower than the existing built supply (3.22).
- A comparative summary of these findings are summarized in **Table 3** below.

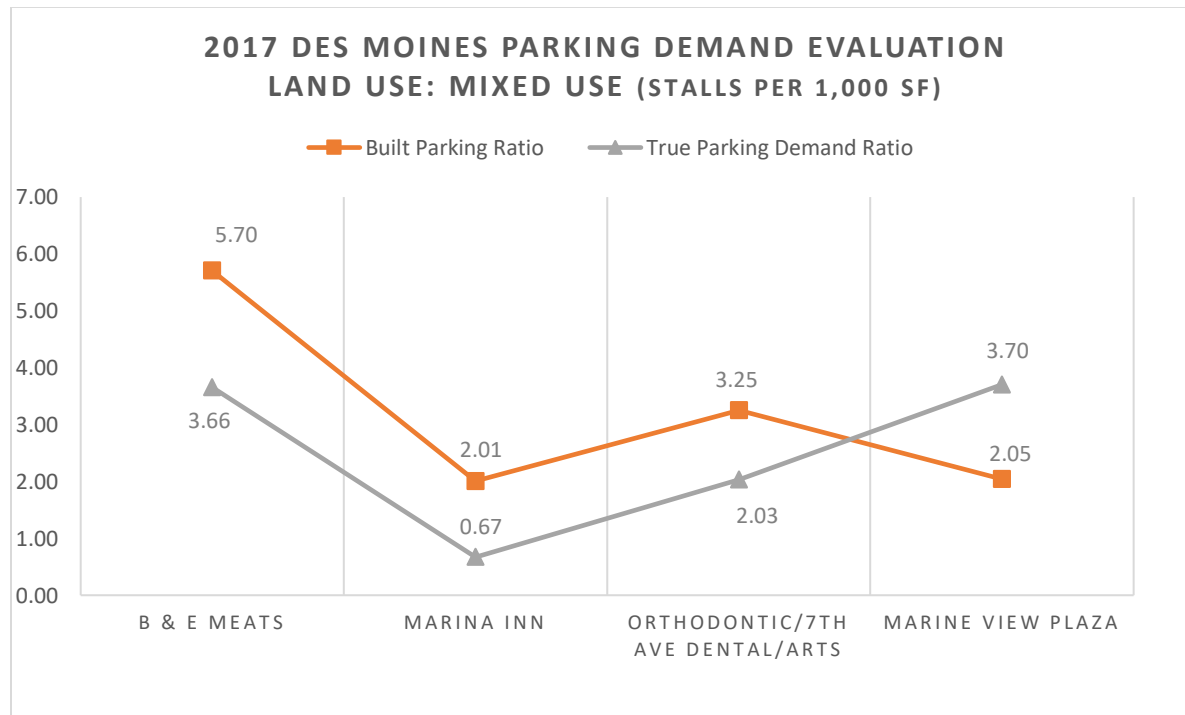
Table 3: 2017 Des Moines Parking Demand Evaluation – Retail Land Use

| Business Name                 | Business Type        | Building Square Footage | Built Off-Street Stalls | Built parking ratio | Code Minimum w/bonuses | Code Maximum | True Demand | TD + buffer (15%) | Delta +/-   | % Diff     |
|-------------------------------|----------------------|-------------------------|-------------------------|---------------------|------------------------|--------------|-------------|-------------------|-------------|------------|
| Retail/Apartments             | Retail - Residential | 4,570                   | 10                      | 2.19                | 2.85                   | 4.28         | 1.09        | 1.26              | 0.93        | 43%        |
| Des Moines Retail/Beach Plaza | Retail               | 11,440                  | 22                      | 1.92                | 2.85                   | 4.28         | 0.87        | 1.01              | 0.92        | 48%        |
| Dollar Tree                   | Retail               | 15,655                  | 87                      | 5.56                | 2.85                   | 4.28         | 1.34        | 1.54              | 4.01        | 72%        |
| <b>Average Parking Ratios</b> | <b>Retail</b>        |                         |                         | <b>3.22</b>         |                        |              | <b>1.10</b> | <b>1.27</b>       | <b>1.95</b> | <b>54%</b> |

## Mixed Uses

Four sites were selected to represent mixed uses. **Figure D** summarizes findings for this land use category.

**Figure D: Parking Demand Ratios - Mixed Use**



From the mixed use demand analysis the following results can be derived:

- Built parking ratios range from 2.01 stalls per 1,000 square feet (Marina Inn) to as much as 5.70 stalls per 1,000 square feet (B & E Meats).
- The average built parking ratio for mixed uses is 3.25 stalls per 1,000 square feet of building area.

- True parking demand ratios range from 0.67 vehicles per 1,000 square feet (Marina Inn) to 5.70 vehicles per 1,000 square feet (B & E Meats).
- The average true demand for parking for mixed uses (all sites combined) is 2.51 stalls per 1,000 square feet of occupied building area.
- A 15% buffer was added to true demand numbers to allow for the ebb and flow of customers/visitors within the off-street parking supply. Adding a buffer to the true demand figure (2.51) results in a market-calibrated 2.89 stalls per 1,000 square feet of mixed use space.
- The recalibrated retail parking demand ratio of 2.89 is 11% lower than the existing built supply (3.25). The Mixed Use land use classification is the category where the built supply is most similar with actual parking demand – the closest approximation of true demand.
- A comparative summary of these findings are summarized in **Table 4** below.

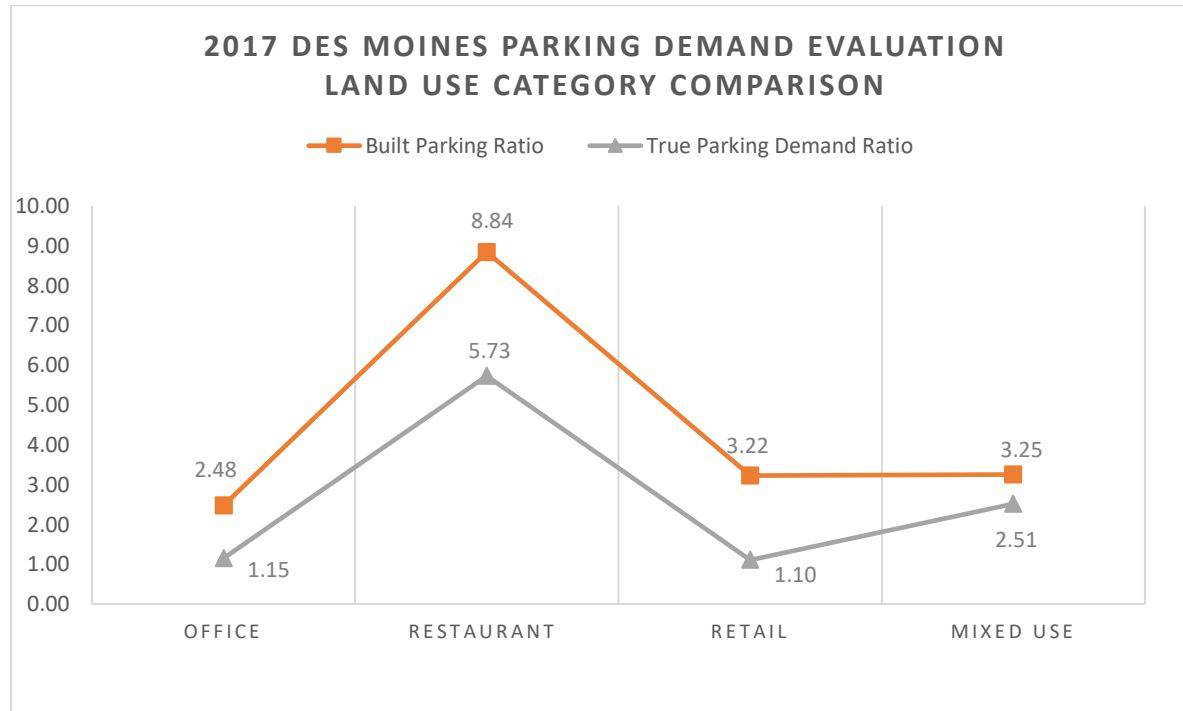
**Table 4: 2017 Des Moines Parking Demand Evaluation – Mixed Use**

| Business Name                   | Business Type    | Building Square Footage | Residential Units / Hotel Rooms | Vacancy Rate | Built Off-Street Stalls | Built parking ratio | Code Minimum w/bonuses | Code Maximum | True Demand | TD + buffer (15%) | Delta +/-   | % Diff      |
|---------------------------------|------------------|-------------------------|---------------------------------|--------------|-------------------------|---------------------|------------------------|--------------|-------------|-------------------|-------------|-------------|
| B & E Meats                     | Retail / Office  | 6,838                   |                                 | 12%          | 39                      | 5.70                | 2.85                   | 3.56         | 3.66        | 4.20              | 1.50        | 26%         |
| Marina Inn                      | Mixed Use        | 29,890                  |                                 | 40%          | 60                      | 2.01                | 2.85                   | 3.56         | 0.67        | 0.77              | 1.24        | 62%         |
| Orthodontic/7th Ave Dental/Arts | Mixed Use        | 4,925                   | 42                              |              | 16                      | 3.25                | 2.85                   | 3.56         | 2.03        | 2.34              | 0.91        | 28%         |
| Marine View Plaza               | Office           | 13,200                  |                                 | 10%          | 27                      | 2.05                | 2.85                   | 3.56         | 3.70        | 4.26              | -2.21       | -108%       |
| <b>Average Parking Ratios</b>   | <b>Mixed Use</b> |                         |                                 |              |                         | <b>3.25</b>         |                        |              | <b>2.51</b> | <b>2.89</b>       | <b>0.36</b> | <b>0.02</b> |

### Land Use Category Comparison – Summary and Recommendations

Figure E provides a comparative summary of parking demand between land use categories. Table 5 contrasts 2016 data findings to existing code minimum and maximum parking requirements.

Figure E: Parking Demand Ratios - Land Use Category Comparison



From the land use category comparison the following results and recommendations can be derived:

- Office and retail uses are the most overbuilt land use categories, with an average parking supply overbuild of 43% and 54%, respectively. Based solely on observations related to this demand analysis, minimum parking requirements for Office could be reduced to 1.00 stalls per 1,000 square feet; a similar reduction could be made to Retail parking minimums.

- Mixed use developments are being built with parking supplies that most closely represent true demand – on average they are overbuilt by 2%. Observations from this parking demand evaluation reveal that Mixed Use parking minimums could be reduced by 0.35 stalls per 1,000 square feet (from a required minimum of 2.85 stalls/1,000 SF to 2.50).
- Restaurant parking minimums could be reduced by 2 stalls per 1,000 square feet, with current minimums at 8.00 per thousand and true demand at 5.95 per thousand. Based solely on demand observations conducted during this evaluation, the new (stand-alone) restaurant parking minimums could be reduced to 6.00 stalls per 1,000 square feet.

Table 5: 2017 Des Moines Parking Demand Evaluation – Land Use Category Comparison

| Land Use Category | Average Built parking ratio | Average Code Minimum (current) | Average Code Maximum (current) | Averaged True Demand (observed) | TD + buffer | Average Delta +/- | Average % Difference | Recommended Parking Minimum <sup>2</sup> |
|-------------------|-----------------------------|--------------------------------|--------------------------------|---------------------------------|-------------|-------------------|----------------------|------------------------------------------|
| Office            | 2.48                        | <b>1.25</b>                    | 4.29                           | <b>1.15</b>                     | 1.33        | 1.15              | 43%                  | 1.0                                      |
| Restaurant        | 8.84                        | <b>6.00</b>                    | 12.00                          | <b>5.95</b>                     | 6.85        | 1.99              | 29%                  | 6.0 <sup>3</sup>                         |
| Retail            | 3.22                        | <b>2.85</b>                    | 4.28                           | <b>1.10</b>                     | 1.27        | 1.95              | 54%                  | 1.0                                      |
| Mixed Use         | 3.25                        | <b>2.85</b>                    | 3.56                           | <b>2.51</b>                     | 2.89        | 0.36              | 2%                   | 2.5                                      |

<sup>2</sup> Recommended Parking Minimums reflect suggested changes to the Average Code Minimum (current) shown in Table 5 based on the parking demand analysis conducted as part of this study.

<sup>3</sup> The recommended parking minimum for Restaurant land uses is presented for free-standing restaurants only, not ones that are part of a mixed use development. Restaurants that are a component of a mixed use site should be evaluated in aggregate as part of the mixed use tenant programming of the development site.

## Summary

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Findings from the data analysis of local sampled sites indicates that current code minimums require more parking than actual demand for parking in all land use categories observed. In many cases, the oversupply created is significant (i.e., office and retail). It is recommended that the City lower its parking minimums to reflect these findings. Lower minimums would result in more efficient development patterns; encouraging more compact development and less land area devoted to parking – a right sized approach.

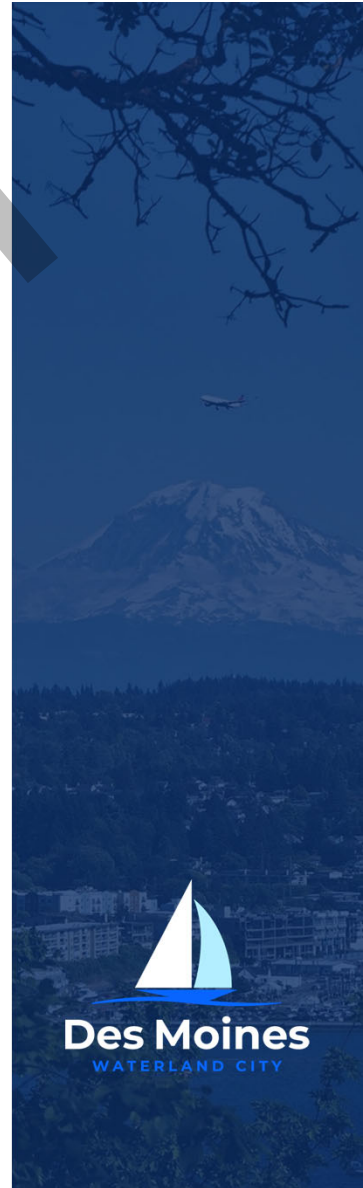
# Guided Discussion: Findings on Downtown Parking Capacity



# Agenda

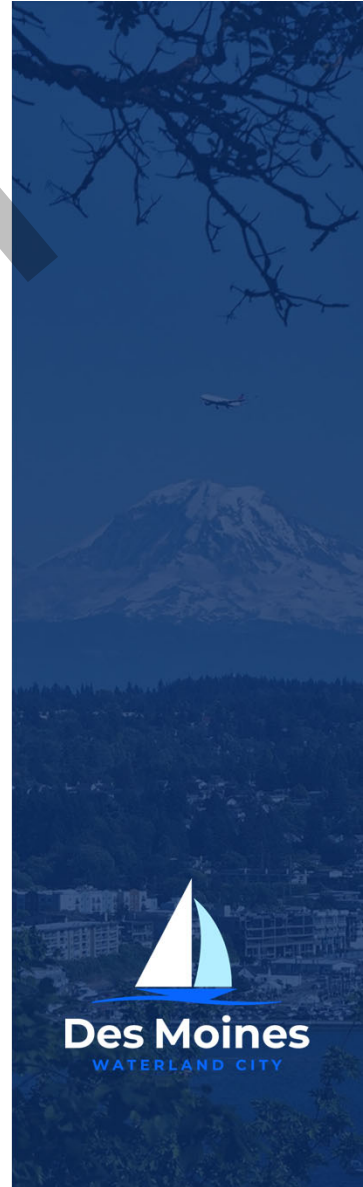
- Lay of the Land: Current inventory and restrictions.
- The Big Picture: Comparing the 2017 Parking Demand Assessment (baseline) to our current 2026 data collection.
- Next Steps and Council Direction.

DRAFT





# Marina District



# Marina Inventory

**Total Parking Stalls: 429**

## Beach Park

- 56 spaces

## North Lot

- 116 spaces with 6 ADA

## Central Lot

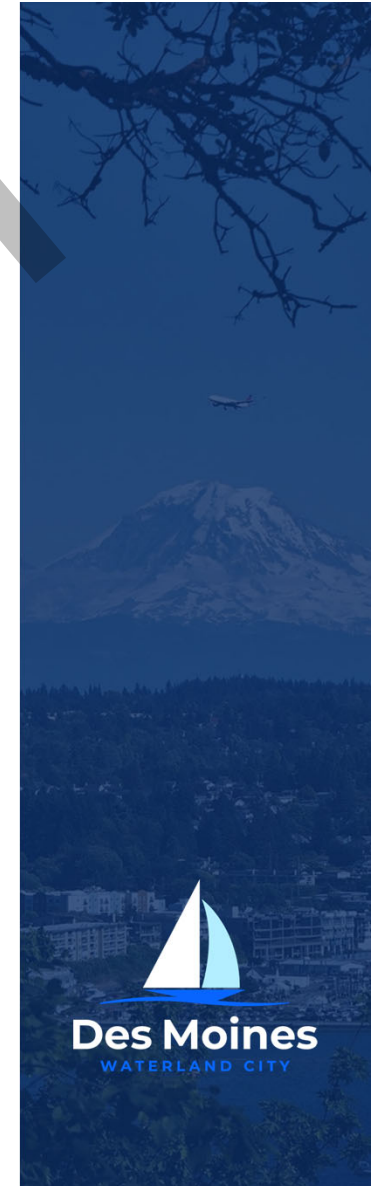
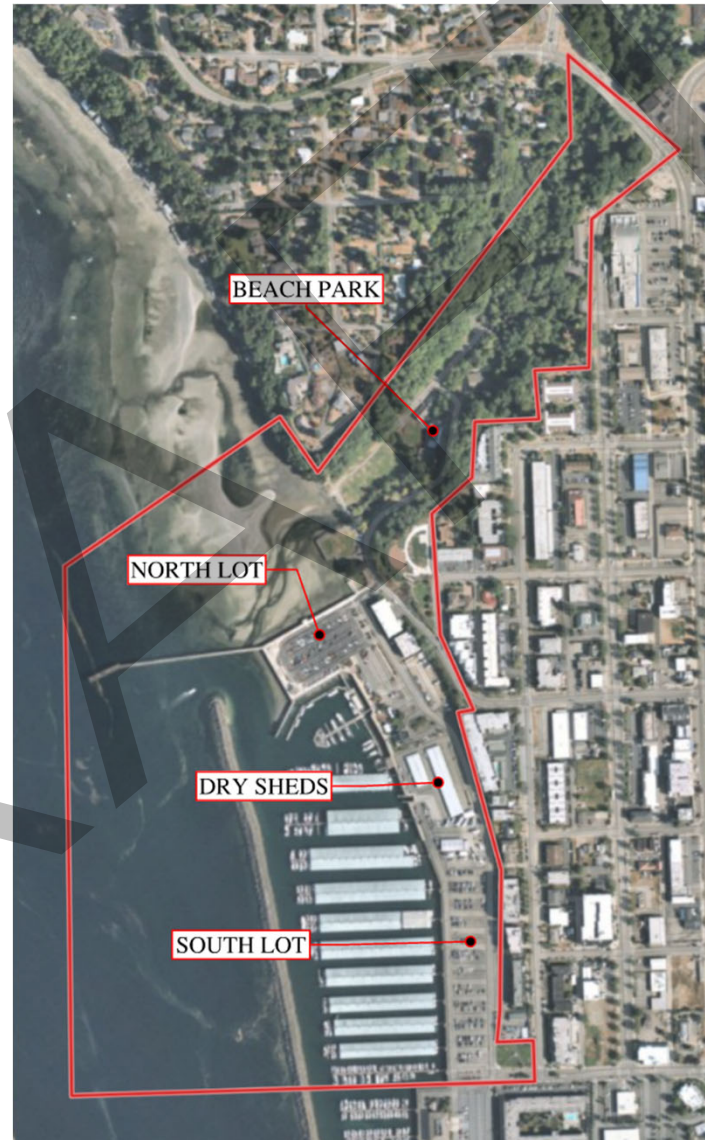
- 36 spaces

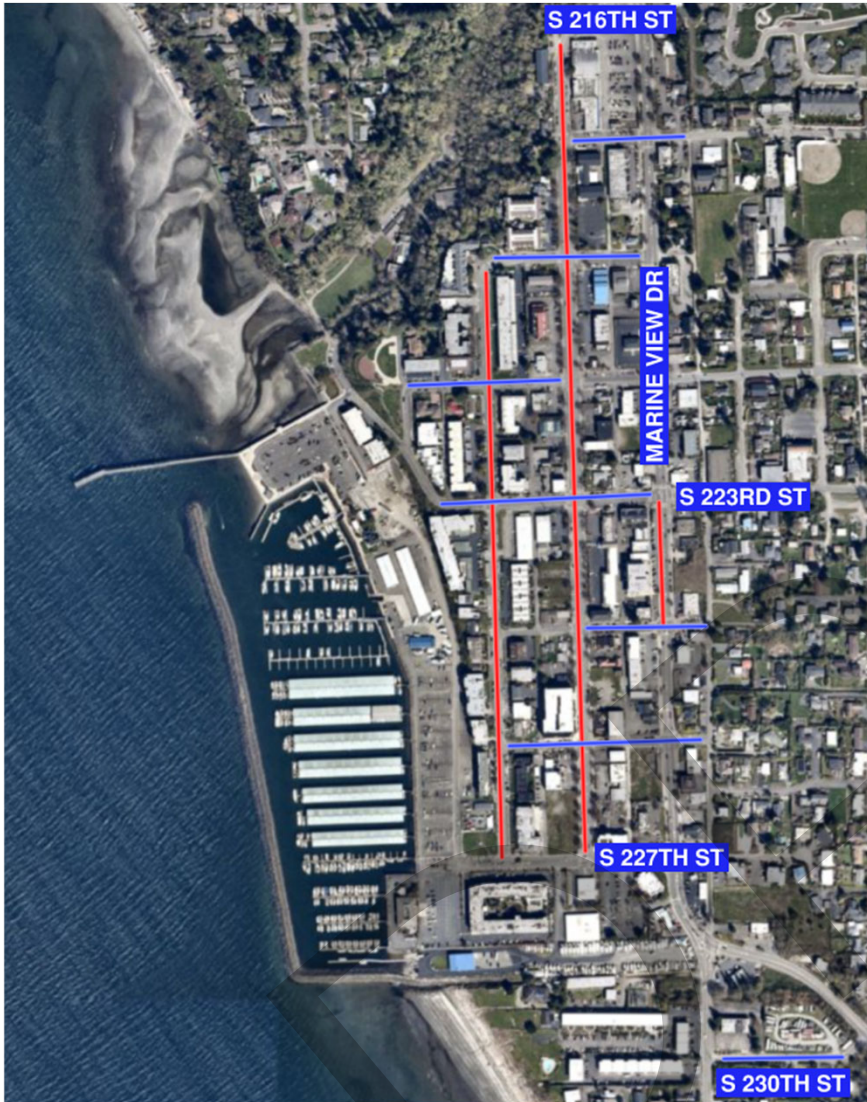
## Dry Sheds

- 25 spaces

## South Lot

- 156 spaces with 8 ADA
  - 104 Reserved for Tenants
  - 18 Truck and Trailer
  - 16 spaces - M, N, CSR



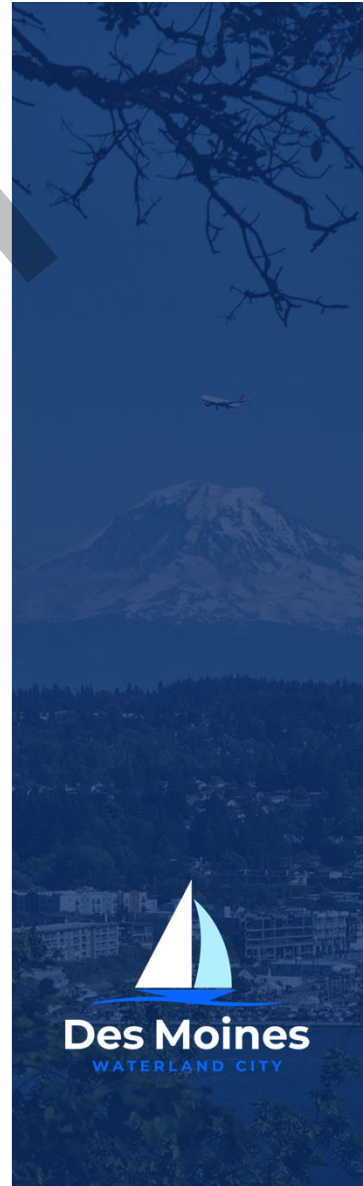


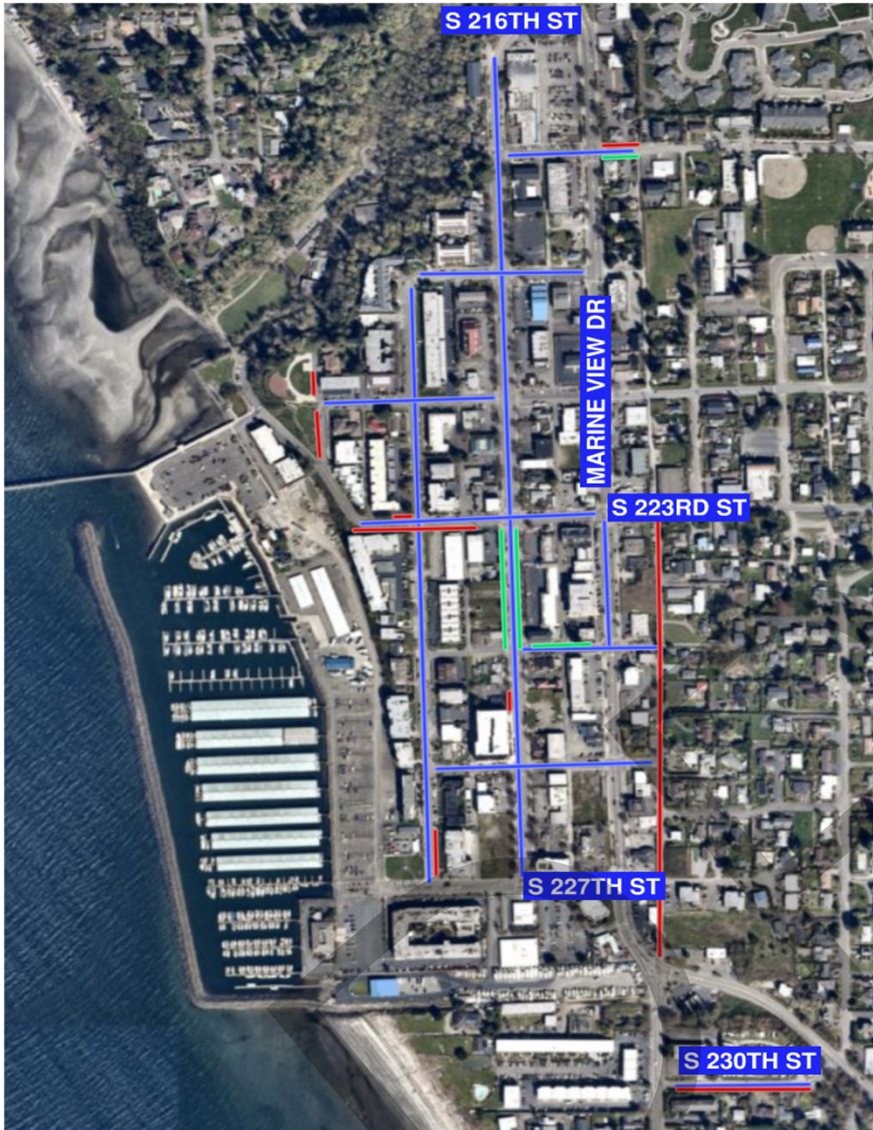
# Downtown Inventory

- Parking on one or both sides of the street (parallel and angled)
- Does not include parking available on private property
- Includes wide shoulder area
- Alleys are not included

North to South Stalls (Red)  
Total  $\approx$  270

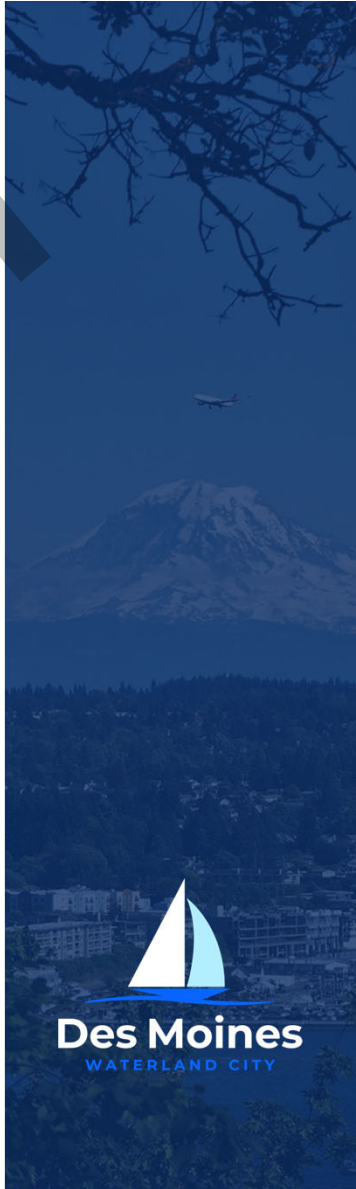
East to West Stalls (Blue)  
Total  $\approx$  140





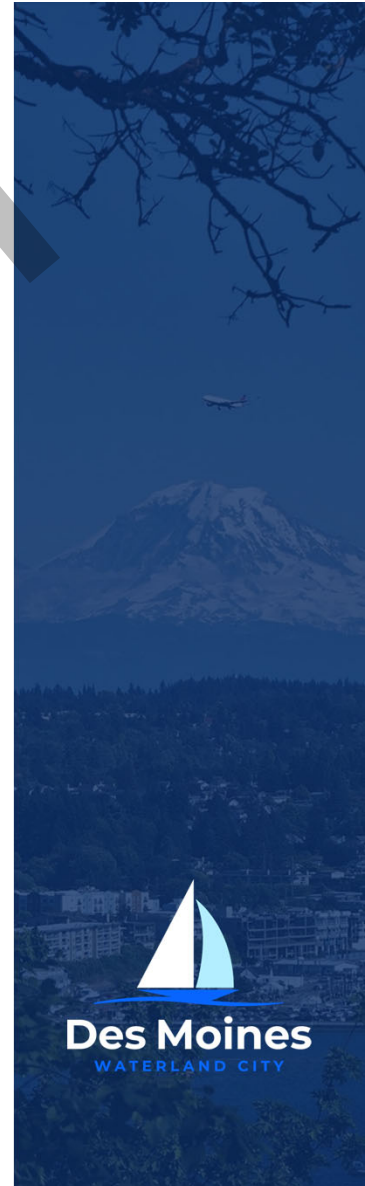
# Downtown Inventory

| Legend |                                     |
|--------|-------------------------------------|
| Blue   | Available Parking ( $\approx 410$ ) |
| Green  | Posted 2-Hour Limit                 |
| Red    | No Parking Areas                    |



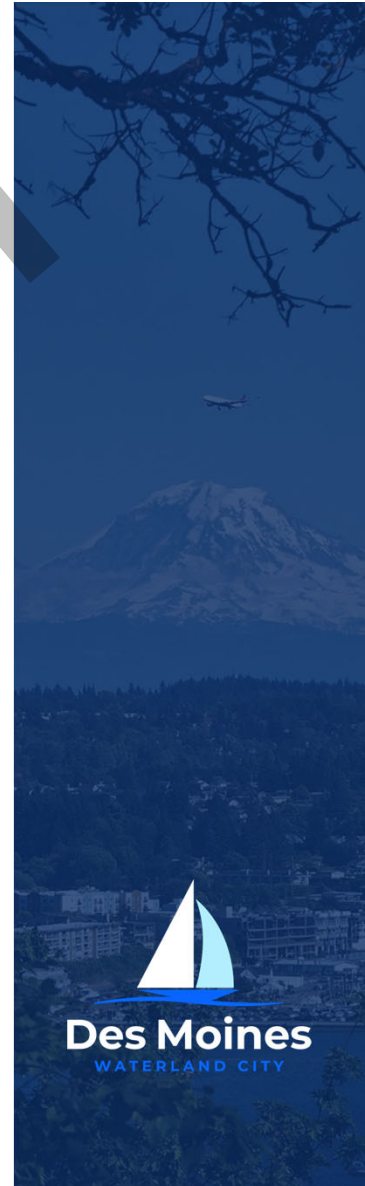
# 2017 Parking Demand Evaluation

- Rick Williams Consulting
- Baseline Study: Conducted to evaluate parking capacity in anticipation of downtown development.
- 2017 Findings:
  - Retail utilization: Peak demand required only 46% of the available supply.
  - Office Utilization: Peak demand required only 57% of the available supply.
  - Existing developments provided between 2.48 and 3.22 stalls per 1,000 sq. ft.
- Conclusion: The 2017 study identified a consistent surplus in parking infrastructure across all evaluated sectors.



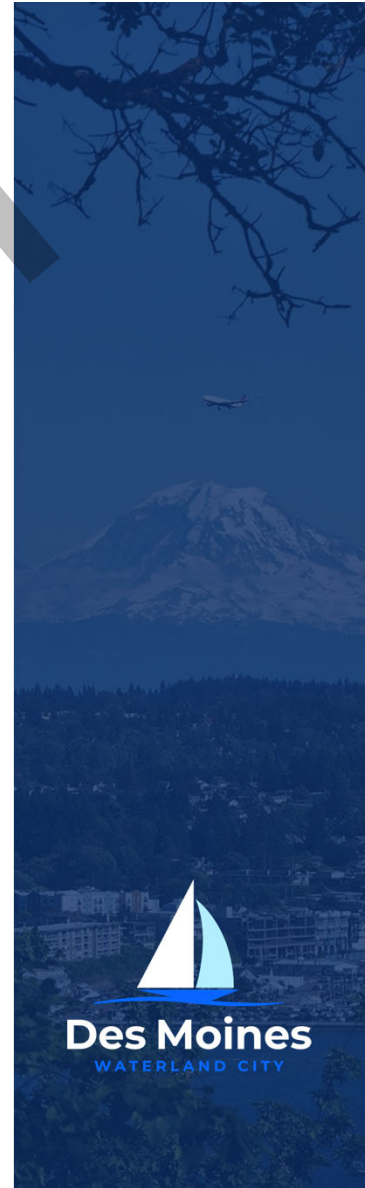
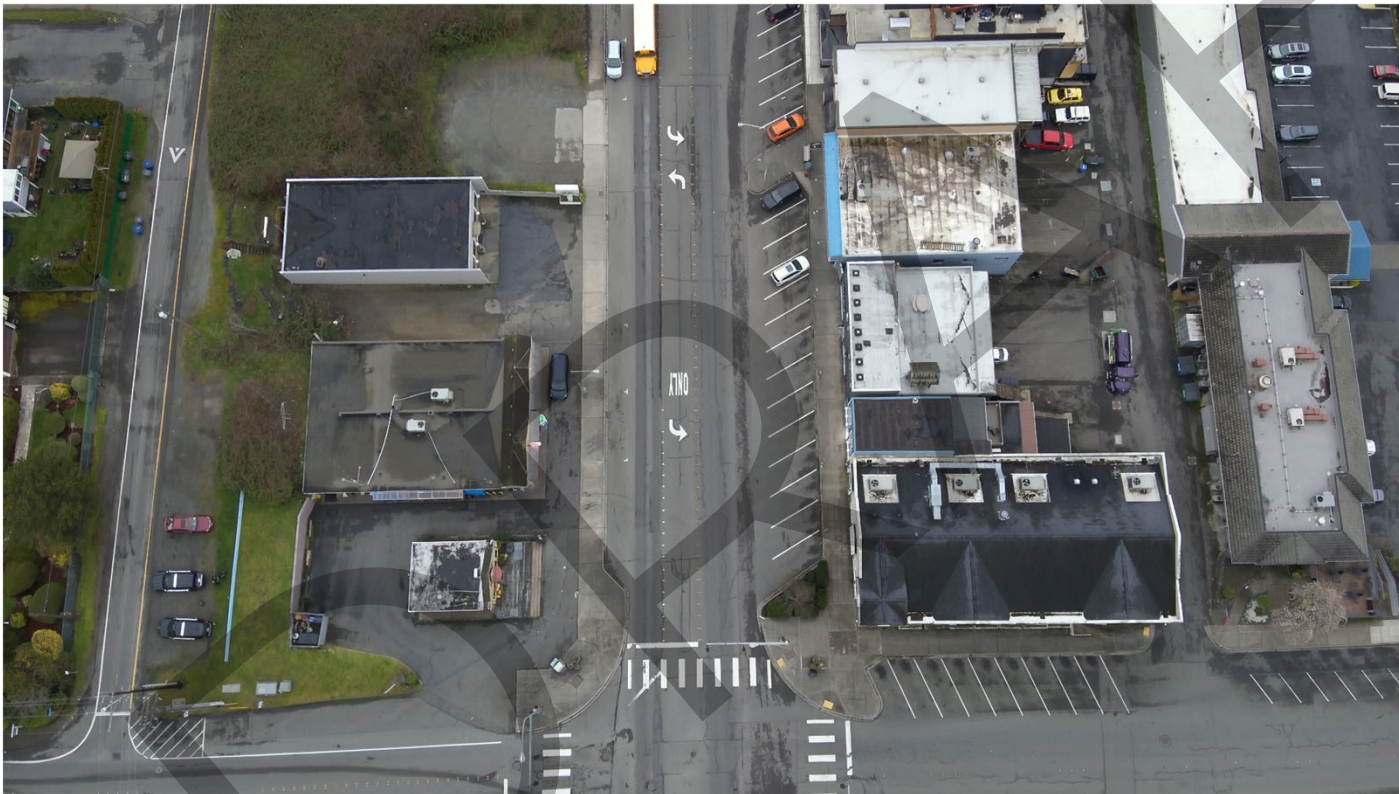
# 2026 Methodology and Evaluation

- Standardized Baseline: The 2026 study utilized the same sectors established in the 2017 Parking Demand Evaluation to ensure a direct data comparison.
- ITE Standards: Peak parking observed during morning, midday, and afternoon on midweek days (T/W/Th) for baseline reliability.
  - Snapshots were captured via drone at 9:00 AM, 12:00 PM, and 3:00 PM.
- Analysis: Occupied stalls were manually counted within the 2017-defined blocks and lots to calculate updated occupancy percentages against the known inventory.



# Drone Footage Snapshot

Thursday, April 2, 2026 9:00 AM

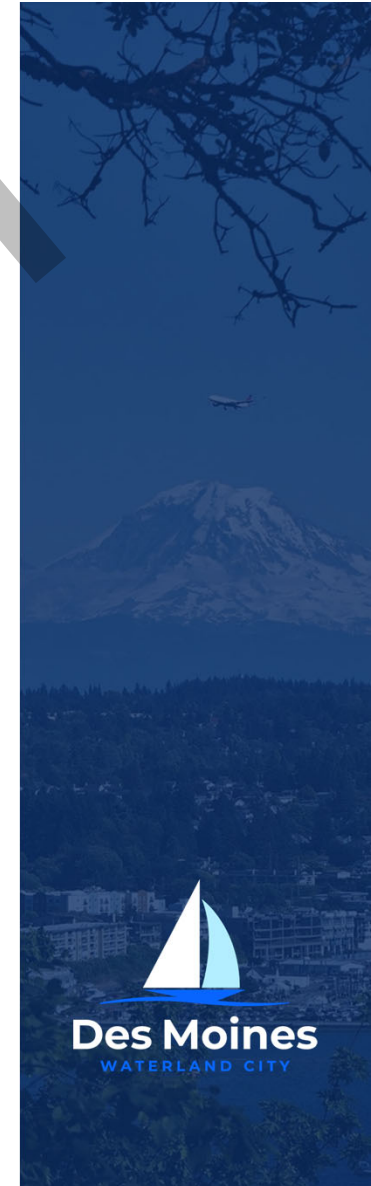


# Drone Footage Snapshot

Thursday, April 2, 2026 12:00 PM



Thursday, April 2, 2026 3:00 PM



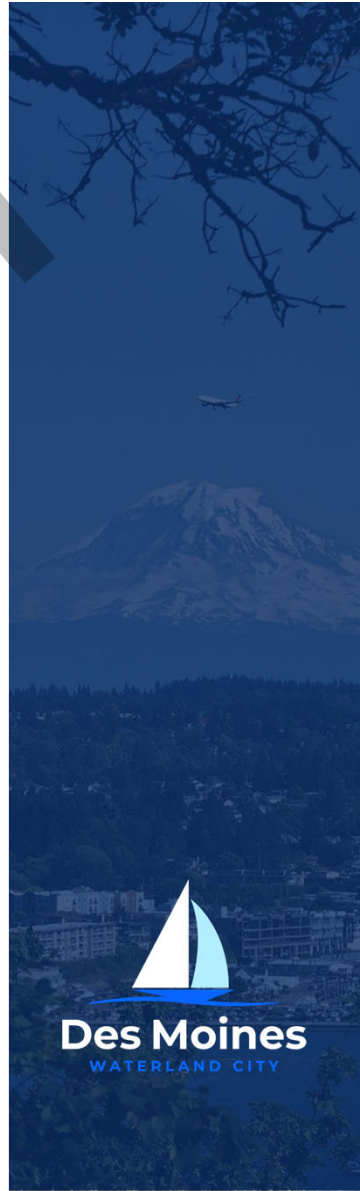
**Des Moines**  
WATERLAND CITY

# Drone Footage Snapshot

Wednesday, April 8, 2026 12:00 PM

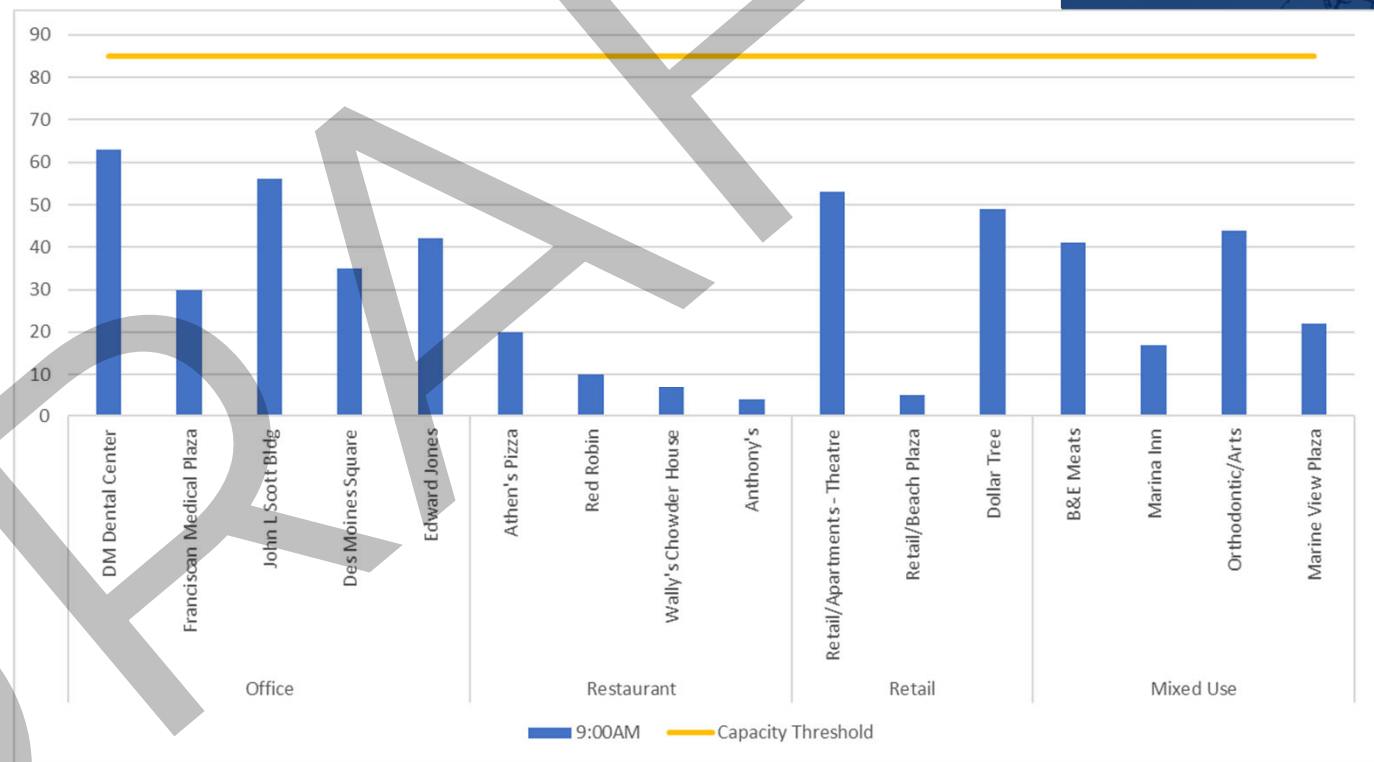


Thursday, April 2, 2026 3:00 PM



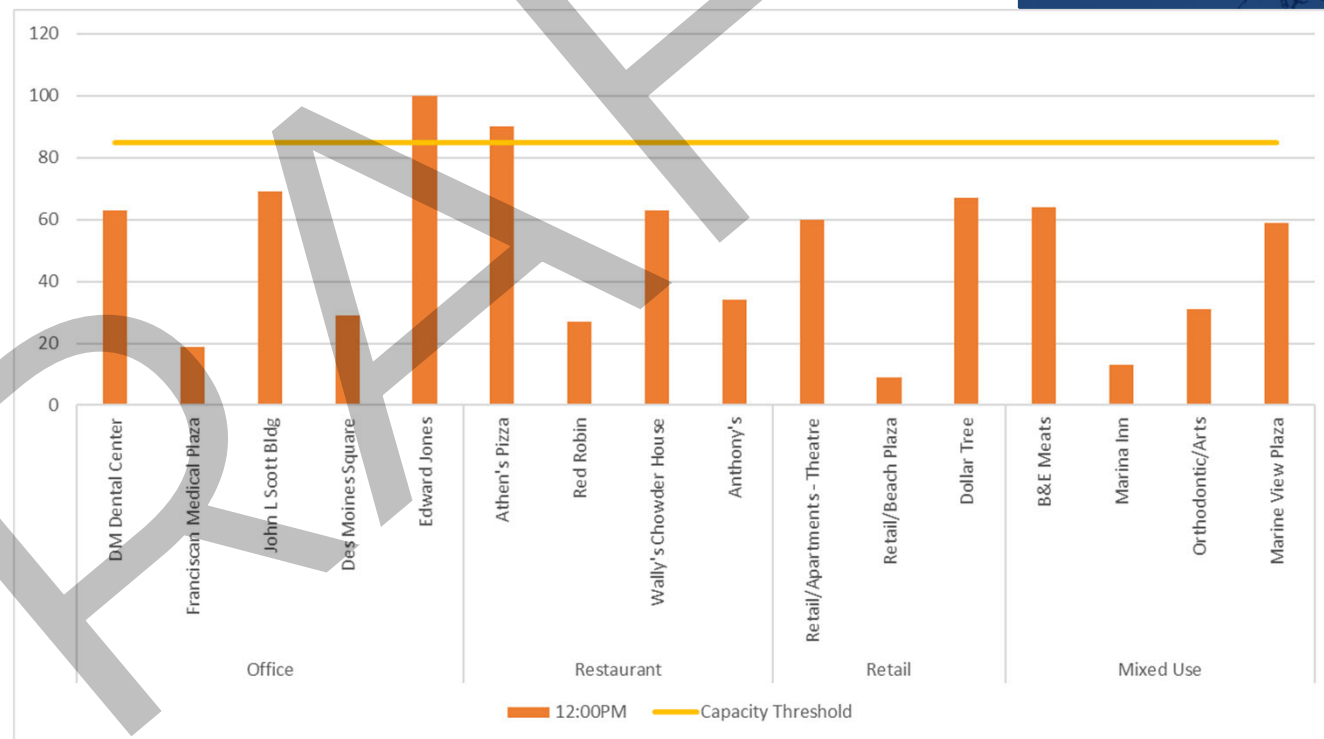
# 9:00AM Snapshot (Morning Flow)

- The Workforce: This count identifies the baseline for employees and early-morning commuters.
- Observations:
  - Office/Retail Dominance
  - Low Restaurant Use
  - Mixed Use: Steady residential-to-retail transition



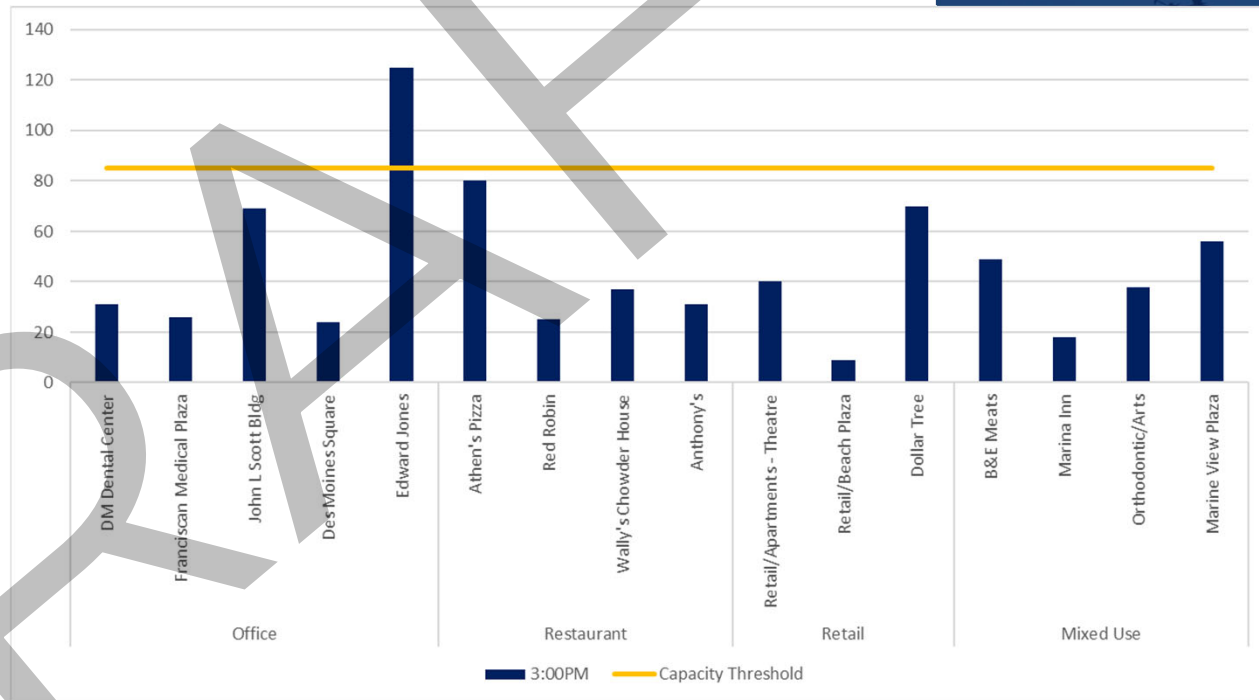
# 12:00 PM Snapshot (Peak Hour)

- The Lunch Rush: This is usually the Peak Demand period for restaurant and retail services.
- Observations:
  - Restaurant Surge
  - Retail Anchor: Dollar Tree hits 67% (58 stalls used).
  - Office Stability: Professional services maintain a consistent ~45% load.



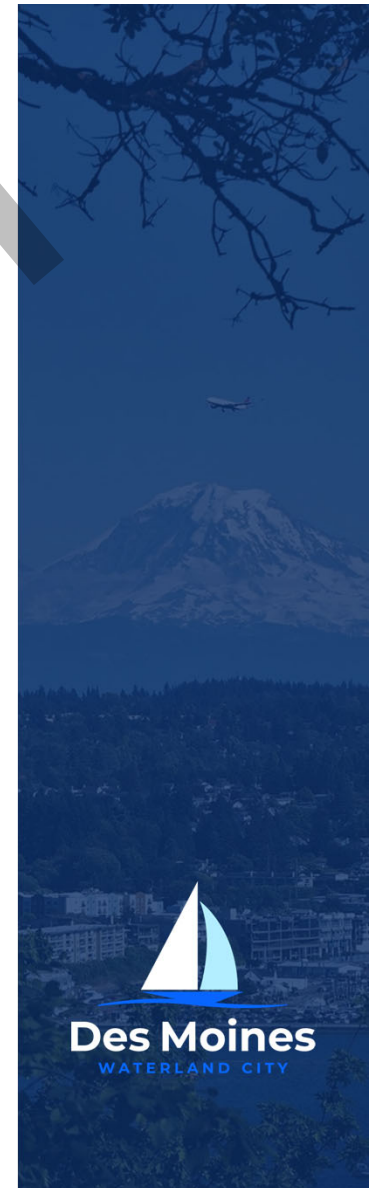
# 3:00 PM Snapshot

- The Drop-off: We typically see significant vacancy return at this hour.
- Observations:
  - Critical Overload: Edward Jones exceeds capacity at 125%.
  - Retail Peak: Dollar Tree hits daily high of 70% occupancy.
  - Mixed Use Rise: Marine View Plaza and B&E Meats reach 49%–56%.



# Final Results & Comparison

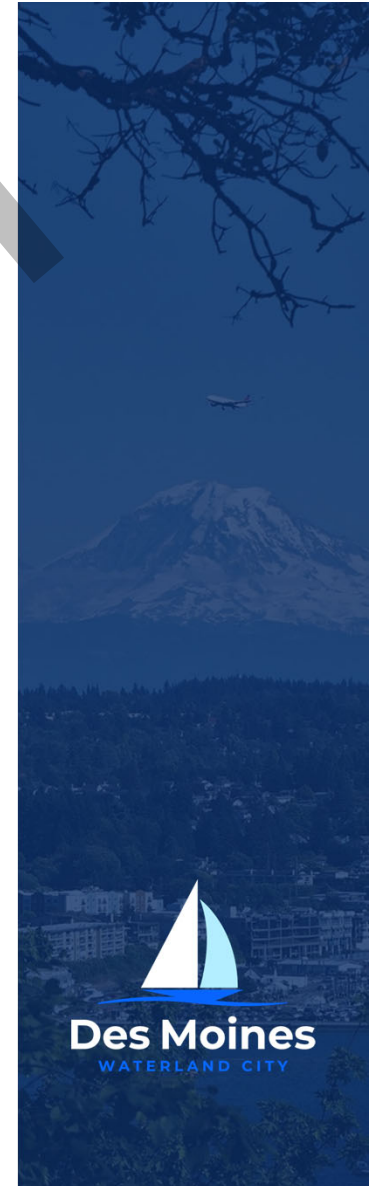
- Consistency of Demand: 2026 data shows that downtown parking occupancy remains below capacity, matching the patterns observed in 2017.
- Infrastructure Performance:
  - On-street parking availability has not decreased since the baseline study.
  - Data shows sufficient overall parking, though availability may require a short walk from the primary destination.
- Prepare for the 2028 State mandate (SB 5184) which caps how much parking we can require for new homes and businesses.
- Summary: The current supply of both public on-street and private off-street parking continues to exceed the measured demand.



# Next Steps & Council Direction

- Open Discussion.
- Staff is seeking Council's perspective on these trends to define our next phase of work.

DRAFT





**Des Moines**  
WATERLAND CITY



**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: Approval of Vouchers**

**ATTACHMENTS:**

1. Vouchers

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

Finance  
City Clerk

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**Purpose and Recommendation**

Voucher transfers and expense reimbursement claims have been audited and certified by the auditing office in compliance with RCW 42.24.080 and RCW 42.24.090.

**Suggested Motion:**

**Motion:** "I move to approve the payment vouchers through April 8, 2026 and payroll transfers through April 3, 2026 in the attached list and further described as follows:"

|                         |                   |                |
|-------------------------|-------------------|----------------|
| EFT Vendor Payments     | #13416 - #13493   | \$1,000,334.31 |
| Wires                   | #3299 - #3310     | \$486,779.19   |
| Accounts Payable Checks | #167459 - #167487 | \$122,072.50   |
| Voided Checks           | #167465, #167466  | -\$862.30      |
| Payroll Checks          | #20063 - #20064   | \$1,278.58     |
| Payroll Advice          | #17121 - #17277   | \$487,840.73   |

|                                           |                |
|-------------------------------------------|----------------|
| Total Checks and Wires for A/P & Payroll: | \$2,097,443.01 |
|-------------------------------------------|----------------|

**Background**

City Council review and approval of voucher reports is a key internal control that promotes transparency, accountability, and public trust in the City's financial operations. By examining vouchers after expenditures have occurred, the Council provides independent oversight to confirm that payments were properly authorized, supported by appropriate documentation, and made in accordance with the adopted budget, City policies, and applicable laws. This review helps ensure public funds are used for their intended purposes, strengthens fiscal discipline, and reinforces the separation of duties between staff who process payments and the elected officials responsible for safeguarding taxpayer resources.

**Discussion**

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

**Alternatives****Financial Impact**

As described above.

**Recommendation**

Approval of vouchers.



**Voucher Certification Approval**  
**April 23, 2026**  
**Auditing Officer Certification**

Voucher transfers and expense reimbursement claims have been audited and certified by the auditing office in compliance with RCW 42.24.080 and RCW 42.24.090. A listing of these claims has been provided to the City Council.

On **April 23, 2026** the Des Moines City Council unanimously approved for payment the vouchers through April 8, 2026 and payroll transfers through April 3, 2026 as detailed in the attached list.

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

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

|                                                     |          | # From         | # To   | Amounts             |
|-----------------------------------------------------|----------|----------------|--------|---------------------|
| <b>Claims Vouchers:</b>                             |          |                |        |                     |
| EFT's                                               |          | 13416          | 13493  | 1,000,334.31        |
| Wires                                               |          | 3299           | 3310   | 486,779.19          |
| AP Checks                                           |          | 167459         | 167487 | 122,072.50          |
| Voided AP Check                                     |          | 167465, 167466 |        | (862.30)            |
| <b>Total Vouchers paid</b>                          |          |                |        | <b>1,608,323.70</b> |
| <b>Payroll Vouchers</b>                             |          |                |        |                     |
| Payroll Checks                                      |          | 20063          | 20064  | 1,278.58            |
| Payroll Advice                                      | 4/3/2026 | 17121          | 17277  | 487,840.73          |
| <b>Total Paychecks &amp; Direct Deposits</b>        |          |                |        | <b>489,119.31</b>   |
| <b>Total checks and wires for A/P &amp; Payroll</b> |          |                |        | <b>2,097,443.01</b> |

**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: Approval of Minutes**

**ATTACHMENTS:**

1. March 12, 2026 City Council Meeting Minutes
2. March 26, 2026 City Council Meeting Minutes
3. April 02, 2026, City Council COW and Study Session Minutes

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

City Clerk

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

City Clerk

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**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to review the minutes from the March 12 and March 26, 2026, City Council Regular Meetings, and the April 02, 2026, City Council COW and Study Session Minutes.

**Suggested Motion:**

**Motion:** "I move to approve the minutes from the March 12 and March 26, 2026, City Council Regular Meetings, and the April 02, 2026, City Council Committee of the Whole and Study Session Minutes."

**Background**

The City Clerk's Office has prepared action-format meeting minutes for City Council's consideration.

**Alternatives**

The City Council may make corrections to errors and approve the meeting minutes as amended.

**Recommendation**

Staff recommends Council approve the meeting minutes as presented.



**Des Moines**  
WATERLAND CITY

**MINUTES**  
**DES MOINES CITY COUNCIL**  
**REGULAR MEETING**  
City Council Chambers  
21630 11th Avenue S, Suite C  
Des Moines, Washington  
Thursday, March 12, 2026 - 6:00 PM

**CALL TO ORDER**

Mayor Yoshiko Grace Matsui called the meeting to order at 6:00 PM.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Pierre Blosse.

**ROLL CALL**

**Council Present:**

Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, and Councilmember Harry Steinmetz.

**Staff Present:**

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant City Attorney Matthew Hutchins; Community Development Director Rebecca Deming; Public Works Director Mike Slevin; City Engineer Tommy Owen; Surface Water and Environmental Engineering Manager Tyler Beekley; Change Civil Engineer I Brandon Pitts to Jeron Griffin; IT Manager Chris Pauk; and City Clerk Taria Keane.

**CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL**

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

**COMMENTS FROM THE PUBLIC**

- Des Moines Yacht Club Commodore Dan Wahlstrom, 2026 DMYC Annual

- Update
- Rus Higley, Sixgill Shark Way
- Chris DeLaRosa, Flock
- Judy Grande, Flock
- Bill Linscott, Beach Park Grant

## **REGIONAL COMMITTEE REPORT**

There were no Regional Committee Reports.

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

- Item 1. **Update from Explore Seattle Southside & FIFA 2026** - 20 Minutes  
Staff Presentation:  
Katherine Caffrey, City Manager

The CEO of Explore Seattle Southside, along with City Manager Katherine Caffrey, provided the Council with a PowerPoint presentation updating them on the FIFA World Cup Celebration Event.

- Item 2. **South King Housing and Homelessness Partners (SKHHP) Housing Capital Fund** - 10 Minutes  
Staff Presentation:  
Rebecca Deming, Community Development Director

SKHHP Program Coordinator Dorsel Plants provided the Council with a PowerPoint presentation on the South King Housing and Homelessness Partners Housing Capital Fund.

- Item 3. **Marina Steps Project Update** - 20 Minutes  
Staff Presentation:  
Michael Slevin, Public Works Director

Public Works Director Mike Slevin provided the Council with a Marina Steps Project Update PowerPoint Presentation.

### **Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to to direct staff to install a footings for a future tree and explore procuring a tree if contingency funds are available, seconded by Councilmember Harry Steinmetz.

**Motion Passed 4-3.**

**For:** Councilmember Robyn Desimone, Mayor Yoshiko Grace Matsui, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Against:** Deputy Mayor Gene Achziger, Councilmember Pierre Blossé, Councilmember JC Harris

## CONSENT AGENDA

- Item 1. **Approval of Vouchers**  
**Motion:** "I move to approve the payment vouchers through February 26, 2026, and payroll transfers through March 05, 2026, in the attached list and further described as follows:"

|                                     |                |
|-------------------------------------|----------------|
| EFT Vendor Payments #13134 - #13239 | \$1,743,905.50 |
| Wires #3237 - #3259                 | \$1,454,667.64 |
| Accounts Payable #167350 - #167402  | \$719,272.98   |
| Checks                              |                |
| Payroll Checks #20049 - #20062      | \$9,807.67     |
| Payroll Advice #16466 - #16957      | \$1,479,897.64 |

Total Checks and Wires for A/P & Payroll: \$5,407,551.43

- Item 2. **Approval of Minutes**  
**Motion:** "I move to approve the minutes from the City Council Study Session held on February 05, 2026, and the City Council Regular Meeting held on February 12, 2026."

- Item 3. **South King Housing and Homelessness Partners - Allocation of Funds**  
**Motion:** "I move to enact Draft Resolution No. 26-016 and authorize the allocation of \$31,264 from the City of Des Moines's contribution to the SKHHP Housing Capital Fund to finance affordable housing in South King County communities in concurrence with the SKHHP Executive Board's recommendation."

- Item 4. **Density Bonus for Religious Properties Ordinance - 2nd Reading**  
**Motion:** "I move to adopt Draft Ordinance No. 25-125 Density Bonus for Religious Properties"

- Item 5. **Tree Preservation Program Grant Award and Task Assignment**  
**Motion 1:** "I move to approve the Washington State Department of Commerce Salmon Recovery Grant between the City of Des Moines and the Washington State Department of Commerce for the funding of the urban forest operations and maintenance project and further authorize the City Manager to sign said Grant substantially in the form as submitted."

**Motion 2:** "I move to approve the 2026-2027 On-Call General Civil Engineering Task Assignment 2026-03 with Parametrix Inc., to provide development of the urban forest operations and maintenance

project in the amount of \$80,000.00 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Item 6. **Redondo Manhole Replacement Project – Construction Contract Award**

**Motion:** “I move to approve the Public Works Contract with AA Asphaltting (Contractor) for the Redondo Manhole Replacement Project in the amount of \$81,560 and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Item 7. **2026 Field House Maintenance**

**Motion:** “I move to approve the Public Works Contract with Long Painting Company in the amount of \$57,006.14 and the MacDonald-Miller Proposal #1295CW v2 in the amount of \$54,321.22 for 2026 Field House Maintenance, authorize a project construction contingency in the amount of \$13,500.00, and further authorize the City Manager to sign said Public Works Contract and Proposal substantially in the forms as submitted.”

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to approve the Consent Agenda as read, seconded by Councilmember Pierre Blosse.

Councilmember JC Harris pulled Consent Agenda Item #3.

The remainder of the Consent Agenda passed 7-0.

Council discussed Consent Agenda Item #3.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to enact Draft Resolution No. 26-016 and authorize the allocation of \$31,264 from the City of Des Moines’s contribution to the SKHHP Housing Capital Fund to finance affordable housing in South King County communities in concurrence with the SKHHP Executive Board’s recommendation; seconded by Councilmember Harry Steinmetz.

Motion Passed 6-1.

**For:** Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Against:** Councilmember JC Harris

**UNFINISHED BUSINESS**

Item 1. **Planning Commission Appointments - 30 Minutes**

Staff Presentation:  
Rebecca Deming, Community Development Director

**Motion 1:** "I move the appointment of Danielle Anderson, Traci Buxton, Charles Coleman, Michelle Curry, Barton DeLacy, Colleen Gants, and Nicole Gunkle to the Planning Commission"

**Motion 2:** "I move \_\_\_\_\_(four) commissioners to four-year terms and \_\_\_\_\_(three) commissioners to two-year terms."

Planning Commission applicants introduced themselves to the Council for consideration of appointment.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to the appointment of Danielle Anderson, Traci Buxton, Charles Coleman, Michelle Curry, Barton DeLacy, Colleen Gants, and Nicole Gunkle to the Planning Commission, seconded by Councilmember Harry Steinmetz.

**Motion 7-0.**

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to appoint Danielle Anderson, Traci Buxton, Michelle Curry, and Barton DeLacy to four-year terms and Charles Coleman, Colleen Gants and Nicole Gunkle to two-year terms; seconded by Councilmember Harry Steinmetz.

**Motion 7-0.**

Item 2. **Sixgill Shark Commemorative Street Name - 10 Minutes**

Staff Presentation:  
Tommy Owen, City Engineer

**Motion:** "I move to enact Draft Resolution No. 26-015, establishing a commemorative name of "Sixgill Shark Way" for the section of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast."

City Engineer Tommy Owen presented Council with a Sixgill Shark Commemorative Street Name PowerPoint Presentation.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to enact Draft Resolution No. 26-015, establishing a commemorative name of "Sixgill Shark Way" for the section of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast, seconded by Councilmember Robyn Desimone.

**Motion Passed 7-0.**

Item 3. **Salary Commission Ordinance - 1st Reading - 10 Minutes**

Staff Presentation:  
Matt Hutchins, Assistant City Attorney

**Motion:** "I move to pass Draft Ordinance No. 26-001 to a second reading on the next available regular Council meeting agenda."

Assistant City Manager AJ Johnson-Newton presented Council a PowerPoint Presentation regarding a Salary Commission Ordinance.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to pass Draft Ordinance No. 26-001 to a second reading on the next available regular Council meeting agenda, seconded by Councilmember Harry Steinmetz.

**Motion Passed 6-1.**

**For:** Deputy Mayor Gene Achziger, Councilmember Pierre Blossé, Councilmember Robyn Desimone, Mayor Yoshiko Grace Matsui, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Against:** Councilmember JC Harris

Item 4. **\$10 Car Tab Fee Increase - 1st Reading - 10 Minutes**

Staff Presentation:  
Matt Hutchins, Assistant City Attorney

**Motion:** "I move to pass Draft Ordinance No. 25-080, to a second reading on the next available regular City Council meeting agenda."

Assistant City Attorney Matt Hutchins presented Council a PowerPoint Presentation regarding \$10 Car Tab Fee Increase.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to pass Draft Ordinance No. 25-080, to a second reading on the next available regular City Council meeting agenda, seconded by Councilmember Harry Steinmetz.

**Motion Passed 7-0.**

**NEW BUSINESS**

Item 1. **New Agenda Items for Consideration - 5 Minutes**

Councilmember Robyn DeSimone proposed discussing derelict properties and City fines and code enforcement.

Council Supported.

**COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER PIERRE BLOSSE

- Nonprofit and Affiliates Summit

COUNCILMEMBER HARRY STEINMETZ

- Did not turn on Microphone ~ No Sound

COUNCILMEMBER JC HARRIS

- King County Emergency Advisory Committee Meeting
- Commercial Aviation Work Group
- Port of Seattle Commission Meeting

COUNCILMEMBER ROBYN DESIMONE

- No Report

COUNCILMEMBER JEREMY NUTTING

- No Report

DEPUTY MAYOR GENE ACHZIGER

- Council Retreat
- Chamber of Commerce Meeting
- Nonprofit and Affiliates Summit
- Waterland Festival Meeting

**PRESIDING OFFICER'S REPORT**

- Nonprofit and Affiliates Summit
- Des Moines Waterland Pride Drag Queen Bingo
- Des Moines Yacht Club Swap Meet
- Judson Park Pancake Breakfast Fundraiser
- Sound City Association Public Issues Committee

**EXECUTIVE SESSION**

Labor Negotiations under RCW 42.30.140(4)(a) and Sale or Lease of Public Property -  
RCW 42.30.110(1)(c) - 25 Minutes

The Special Meeting was called to order by Mayor Yoshiko Grace Matsui at 8:19 p.m.

**Roll Call**

**Council Present:**

Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; Councilmember Pierre Blossé, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, and Councilmember Harry Steinmetz.

**Staff Present:**

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; and City Attorney Tim George.

The purpose of the Special Meeting was to hold an Executive Session to discuss the Labor Negotiations under RCW 42.30.140(4)(a) and Sale of Lease of Public Property under RCW 42.30.110(1)(c).

The Executive Session was expected to last 25 minutes until 8:44 p.m.

At 8:43 p.m. Mayor Yoshiko Grace Matsui extended the Executive Session to 8:50 p.m.

The Special Meeting lasted 31 minutes and adjourned at 8:50 p.m.

**NEXT MEETING DATE**

March 26, 2026 City Council Regular Meeting

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Councilmember Pierre Blossé to adjourn, seconded by Councilmember Harry Steinmetz.

**Motion Passed 7-0.**



**MINUTES**  
**DES MOINES CITY COUNCIL**  
**REGULAR MEETING**  
City Council Chambers  
21630 11th Avenue S, Suite C  
Des Moines, Washington  
Thursday, March 26, 2026 - 6:00 PM

**CALL TO ORDER**

Mayor Yoshiko Grace Matsui called the meeting to order at 6:00 PM.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Mayor Yoshiko Grace Matsui.

**ROLL CALL**

**Council Present:**

Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Staff Present:**

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Assistant City Attorney Matthew Hutchins; City Prosecutor Tara Vaughn; City Engineer Tommy Owen; Surface Water and Environmental Engineering Manager Tyler Beekley; IT Manager Chris Pauk; City Clerk Taria Keane.

**CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL**

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

**COMMENTS FROM THE PUBLIC**

- There were no Comments from the Public.

## REGIONAL COMMITTEE REPORT

- There were no Regional Committee Reports.

## CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

Item 1.       **4th of July Event Update - 10 Minutes**  
Staff Presentation:  
AJ Johnson-Newton, Assistant City Manager

- Assistant City Manager AJ Johnson-Newton gave Council a PowerPoint Presentation update on the 4th of July Event.
- Des Moines Spring Recycling Collection Event
- "No Kings" Rally

## CONSENT AGENDA

Item 1.       **Approval of Vouchers**  
**Motion:** "I move to approve the payment vouchers through February 26, 2026, in the attached list and further described as follows:"

|                                     |                |
|-------------------------------------|----------------|
| EFT Vendor Payments #13240 - #13346 | \$2,219,719.19 |
| Wires #3260 - #3286                 | \$973,851.16   |
| Accounts Payable #167403 - #167426  | \$240,269.78   |
| Checks                              |                |
| Voided Checks #12861, #13048        | -\$6,784.20    |

Total Checks and Wires for A/P & Payroll:       \$3,427,055.93

Item 2.       **\$10 Car Tab Fee Increase - 2nd Reading**  
**Motion:** "I move to enact Draft Ordinance No. 25-080, increasing car tab fees for vehicles registered in the City of Des Moines transportation benefit district by ten dollars per vehicle."

Item 3.       **Salary Commission Ordinance - 2nd Reading**  
**Motion:** "I move to enact Draft Ordinance No. 26-001, creating a salary commission for the City of Des Moines."

Item 4.       **King County 2026-2027 Waste Reduction & Recycling Grant Award**  
**Motion:** "I move to accept the 2026-2027 King County Solid Waste

Division Waste Reduction and Recycling Grant and authorize the City Manager to sign the grant document substantially in the form as attached.”

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to approve the Consent Agenda as read, seconded by Councilmember Harry Steinmetz.

Councilmember JC Harris pulled Consent Item #3 and Consent Item #4

The remainder of the Consent Agenda passed 7-0.

Council discussed Consent Agenda Item #3.

**Motion** made by Councilmember Jeremy Nutting to enact Draft Ordinance No. 26-001, creating a salary commission for the City of Des Moines; seconded by Councilmember Harry Steinmetz.

Motion passed 6-1.

**For:** Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Against:** Councilmember JC Harris

**Motion** made by Councilmember Jeremy Nutting to accept the 2026-2027 King County Solid Waste Division Waste Reduction and Recycling Grant and authorize the City Manager to sign the grant document substantially in the form as attached; seconded by Councilmember Pierre Blosse.

Motion passed 7-0.

**UNFINISHED BUSINESS**

Item 1. **Draft Ordinance 26-009: Appointive Committee Code & Citizens Advisory Board Code Update - 1st Reading - 10 Minutes**

Staff Presentation:

Tara Vaughn, Prosecutor

**Motion:** “I move to pass Draft Ordinance 26-009 to a second reading on April 9, 2026.”

City Prosecutor Tara Vaughn presented Council a PowerPoint Presentation regarding Draft Ordinance 26-009 Appointive Committee Code & Citizens Advisory Board Code Update.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to exclude Citizens Advisory Board

subcommittees from Open Public Meetings Act requirements and to call them Committees of the CAB, seconded by Councilmember Harry Steinmetz.  
Motion passed 6-1.

**For:** Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Against:** Councilmember JC Harris

**Motion** made by Councilmember Jeremy Nutting to pass Draft Ordinance 26-009 to a second reading on April 9, 2026, seconded by Councilmember Harry Steinmetz.

**Amended Motion** made by Councilmember JC Harris to amend Section 14 to say a minimum of 3 meetings and maximum of 6 meetings per year; seconded by Councilmember Robyn Desimone.  
Motion failed 2-4-1

**For:** Councilmember Robyn Desimone and Councilmember JC Harris.

**Against:** Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

The main motion passed 6-1.

**For:** Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

**Against:** Councilmember JC Harris

**Abstain:** Councilmember Pierre Blosse

## **NEW BUSINESS**

- Item 1.        **Presentation of Benchmarking Analysis and Development Impact Model by FCS Group - 50 Minutes**  
Staff Presentation:  
Katherine Caffrey, City Manager

FCS Project Manager, Tim Wood, presented Council with a PowerPoint Presentation on the Benchmarking Analysis and Development Impact Model.

- Item 2.        **Lodging Tax Overview, Process, and Funding Approach Update - 10 Minutes**  
Staff Presentation:  
AJ Johnson-Newton, Assistant City Manager

Assistant City Manager AJ Johnson-Newton presented Council with a PowerPoint Presentation update regarding the Lodging Tax Overview, Process, and Funding Approach.

Item 3. **New Agenda Items for Consideration** - 10 Minutes

### **COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER HARRY STEINMETZ

- Des Moines Chamber of Commerce Board Meeting

COUNCILMEMBER JC HARRIS

- Port of Seattle Annual Audit
- Washington Department of Transportation E-bike Rebate Program
- HEPA filters through University of Washington Department of Environmental and Occupational Health Sciences
- Happy Passover and Easter

COUNCILMEMBER ROBYN DESIMONE

- LEAD Learning Collaboration Group

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER PIERRE BLOSSE

- No Report

DEPUTY MAYOR GENE ACHZIGER

- Indivisible No Kings Rally

### **PRESIDING OFFICER'S REPORT**

- Port of Seattle Highline Forum
- Event at Des Moines Theater June 19, 2026 – U.S. vs Australia Game
- Chat with the Mayor at Alinas's Café Monday, March 30, 2026

- Thank you to volunteers

## **EXECUTIVE SESSION**

Property Acquisition RCW 42.30.110(1)(b) - 20 Minutes

The Special Meeting was called to order by Mayor Yoshiko Grace Matsui at 7:45 p.m.

### **Roll Call**

#### **Council Present:**

Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; Councilmember Pierre Blossé, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

#### **Staff Present:**

City Manager Katherine Caffrey and City Attorney Tim George.

The purpose of the Special Meeting was to hold an Executive Session to discuss the Property Acquisition under RCW 42.30.110(1)(b).

The Executive Session was expected to last 20 minutes until 8:05 p.m.

The Special Meeting lasted 20 minutes and adjourned at 8:05 p.m.

No formal action was taken.

## **NEXT MEETING DATE**

April 02, 2026 City Council Committee of the Whole and Study Session

## **ADJOURNMENT**

### **Direction/Action**

**Motion** made by Mayor Yoshiko Grace Matsui to adjourn, seconded by Councilmember Jeremy Nutting.

**Motion Passed 7-0.**

The meeting adjourned at 8:06 p.m.



**MINUTES**  
**DES MOINES CITY COUNCIL**  
**STUDY SESSION**  
City Council Chambers  
21630 11th Avenue S, Suite C  
Des Moines, Washington  
Thursday, April 2, 2026 - 5:00 PM

**CITY COUNCIL COMMITTEE OF THE WHOLE**

5:00 p.m. - 5:50 p.m.

**CALL TO ORDER**

Mayor Yoshiko Grace Matsui called the meeting to order at 5:00 PM.

**ROLL CALL**

**Council Present:**

Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Pierre Blossé, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, and Councilmember Harry Steinmetz

**Staff Present:**

City Manager Katherine Caffrey; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Deputy Harbormaster Katy Bevegni; Finance Director Jeff Friend; Assistant City Attorney Matthew Hutchins; City Prosecutor Tara Vaughn; Community Development Director Rebecca Deming; Public Works Director Mike Slevin; Civil Engineer Alex Johnson; IT Manager Chris Pauk; and Deputy City Clerk Sara Lee.

**COMMITTEE OF THE WHOLE ITEMS**

Item 1. **Des Moines Marina 10-Year Capital Improvement Plan**

- Deputy Harbormaster Katy Bevegni presented Council with a PowerPoint Presentation regarding the Des Moines Marina 10-Year Capital Improvement Plan.

The Committee of the Whole meeting adjourned at 5:24 p.m.

## **CITY COUNCIL STUDY SESSION**

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

### **CALL TO ORDER**

Mayor Yoshiko Grace Matsui called the meeting to order at 6:00 PM.

### **PLEDGE OF ALLEGIANCE**

The flag salute was led by Deputy Mayor Gene Achziger.

### **ROLL CALL**

#### **Council Present:**

Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Councilmember Pierre Blossie, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, and Councilmember Harry Steinmetz.

#### **Staff Present:**

City Manager Katherine Caffrey; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Deputy Harbormaster Katy Bevegni; Finance Director Jeff Friend; Assistant City Attorney Matthew Hutchins; City Prosecutor Tara Vaughn; Community Development Director Rebecca Deming; Public Works Director Mike Slevin; Civil Engineer Alex Johnson; IT Manager Chris Pauk; and Deputy City Clerk Sara Lee.

### **COMMENTS FROM THE PUBLIC**

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

- Penley Leonard, Overlook Park

### **DISCUSSION ITEMS**

#### **Item 1. Permitting Software Presentation**

- Community Development Director Rebecca Deming presented a PowerPoint Presentation regarding the Permitting Software.

#### **Item 2. Amenity Rental Discussion**

- Assistant City Attorney Matthew Hutchins presented the Council with a PowerPoint Presentation regarding Amenity Rentals.

#### **Item 3. Future Capital Improvement Projects Update**

- Civil Engineer Alex Johnson, along with Psomas Senior Urban Designer Paul Fuesel and Project Manager/Landscape Architect Phuong Nguyen presented the Council with a PowerPoint Presentation regarding the Future Capital Improvement Projects Update.

**NEXT MEETING DATE**

April 09, 2026 City Council Regular Meeting

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Deputy Mayor Gene Achziger to adjourn, seconded by Councilmember Jeremy Nutting.

Motion passed 7-0.

The meeting adjourned at 8:04 p.m.

**City Council  
AGENDA ITEM**

**BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA**

**SUBJECT: Tyler Technologies Permit Software Service Agreement**

**ATTACHMENTS:**

1. Tyler Software as a Service (SaaS) Agreement

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Community Development

**DATE SUBMITTED:**

April 6, 2026

**CLEARANCES:**

Finance

Community Development

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**Purpose and Recommendation**

The purpose of this item is to approve Tyler Technologies' Software as a Service (SaaS) Agreement for permitting software.

**Suggested Motion:**

**Motion:** "I move to approve the Software as a Service (SaaS) Agreement with Tyler Technology in an amount not to exceed \$185,000 plus annual fees, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

**Background**

Staff is proposing the implementation of new permitting software to enhance customer service and improve overall efficiency within the permitting process. In evaluating potential solutions, staff prioritized platforms that are intuitive and easy to navigate for both internal users and the public.

Key criteria included systems with built-in efficiencies to streamline workflows, the ability to integrate with or complement existing City systems, and robust yet user-friendly reporting capabilities. Additionally, staff sought a solution that provides clear, accessible status updates for property owners—not solely contractors—throughout the review process.

Finally, it was important that the software include management tools capable of tracking permit review timelines, including compliance with state-mandated requirements, to

support accountability and performance monitoring.

**Discussion**

Staff presented Tyler Technologies' Enterprise Permitting and Licensing (EPL) system at the April 2 City Council Study Session, highlighting the features identified as most beneficial from a customer service perspective. Attached is the SaaS agreement to provide products and services, including Permitting Software, for use by the City. The annual fee is based on users and may adjust depending on City staffing.

**Alternatives**

1. Do not approve and continue using existing systems
2. Direct staff to look at a different software system

**Financial Impact**

The implementation costs are estimated at \$166,250 with recurring fees in the amount of approximately \$80,000 to be paid from the Automation Fee Fund.

**Recommendation**

Staff recommends approval of the SaaS Agreement.



## SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

### SECTION A – DEFINITIONS

- **“Agreement”** means this Software as a Service Agreement.
- **“Business Travel Policy”** means our business travel policy. Our current Business Travel Policy is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Business-Travel-Policy.pdf>.
- **“Client”** means the party indicated on the signature block or, in the absence of a signature block, the Investment Summary.
- **“Data”** means your data necessary to use the Tyler Software.
- **“Data Storage Capacity”** means the contracted amount of storage capacity for your Data, if any, identified in the Investment Summary.
- **“Defect”** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you (or the Documentation in the absence of a written proposal), or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **“Defined Users”** means the number of users, if any, that are identified in the Investment Summary. If Exhibit A contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum number of named users that are authorized to use the Enterprise Permitting & Licensing labeled modules as indicated in the Investment Summary.
- **“Developer”** means a third party who owns the intellectual property rights to a Third-Party Product.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement. Notwithstanding the foregoing, if these terms are linked from an Order Form, the Effective Date is the date your authorized representative signed the Order Form.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.

- **“Order Form”** means an ordering document that includes a quote or investment summary and specifies the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- **“Professional Services”** means those services provided by Tyler or a third party related to the scope of this Agreement and identified in the Investment Summary.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting, or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Support Call Process”** means the support call process applicable to all our customers who have a right to use the Tyler Software. Our current Support Call Process is available here: <https://www.tylertech.com/portals/0/terms/Tyler-Support-Call-Process.pdf>.
- **“Third-Party Hardware”** means the third-party hardware, if any, identified in the Investment Summary.
- **“Third-Party Products”** means the Third-Party Software and Third-Party Hardware.
- **“Third-Party SaaS Services”** means software as a service provided by a third party, if any, identified in the Investment Summary.
- **“Third-Party Services”** means the third-party services, if any, identified in the Investment Summary.
- **“Third-Party Software”** means the third-party software, if any, identified in the Investment Summary or included with the Tyler Software.
- **“Third-Party Terms”** means the end user license agreement(s) or other terms, if any, for the Third-Party Products or other parties’ products or services, as applicable, and attached or indicated at Exhibit D.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **“we,” “us,” “our”** and similar terms mean Tyler.
- **“you”** and similar terms mean Client.

## SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your governmental purposes, subject to any limits for Defined Users or Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in this Agreement. In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s). You acknowledge that we have no obligation to ship copies of the Tyler Software as part of the SaaS Services. Your right to use the SaaS Services applies to releases provided as part of our Maintenance and Support Services as further detailed in this Agreement.
2. Ownership.

- 2.1. We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 2.2. The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3. Data.

- 3.1. You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to fulfill our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 3.2. You expressly grant to us a limited, non-exclusive license to access, copy, transmit, download, display, and reproduce your Data to provide services pursuant to this Agreement. Additionally, you agree that Tyler may use deidentified Data for Client or third-party demonstrative or training purposes.
- 3.3. Our access to and use of your Data necessary to use the Tyler Software or SaaS Services will comply with applicable provisions of our Privacy Statement (available at <https://www.tylertech.com/privacy>) and applicable law.
- 3.4. Data Breach Notification. Tyler will provide notice of a breach of Client Data in accordance with applicable state and federal data breach notification laws.

4. Restrictions.

4.1. You may not:

- 4.1.1. make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations;
- 4.1.2. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services;
- 4.1.3. access or use the SaaS Services to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or
- 4.1.4. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
- 4.1.5. Notwithstanding anything to the contrary in this Section 4.1, you may disclose, with our written consent, not to be unreasonably withheld, the Tyler Software, SaaS Services, or Documentation to a third party you consult with regarding the implementation or use of the Tyler Software and SaaS Services. You must ensure that any such third-party's use is subject to the terms of this Agreement, and you acknowledge and agree that you are liable for any breach of the terms of this Agreement by such third party.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with our then-current Support Call Process.

6. SaaS Services.

- 6.1. *Audit & Compliance.* Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have

attained, and will maintain, SOC 1 and SOC 2 compliance, or their equivalent, for so long as you are timely paying for SaaS Services. The foregoing notwithstanding, you acknowledge that the scope of audit coverage varies depending on the specific Tyler Software solution. We will provide you with a summary of our current compliance report(s) or its equivalent, upon your request. For the avoidance of doubt, if our SaaS Services are provided using a third-party data center, the compliance report may be for that third-party provider and be subject to confidential treatment in accordance with applicable law. If you want us to provide our compliance reports to a third-party auditor or similar entity, we reserve the right to require execution of an NDA by that third party.

- 6.2. *Service Levels.* The Tyler Software will be made available to you according to the terms of the SLA. Tyler SaaS Services will be provided via a third-party data center. Your Data will be inaccessible to our other customers.
- 6.3. *Business Continuity.* Data centers used to deliver SaaS Services for this Agreement have redundant telecommunications access, electrical power, and the required hardware to provide access to the SaaS Services in the event of a disaster or component failure. We test our disaster recovery plan on an annual basis. The plan is not client specific and is detailed in Tyler’s System & Organization Control reports or their equivalent. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective (“RPO”) of 24 hours and a Recovery Time Objective (“RTO”) of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored. If we employ our disaster recovery plan, we will be responsible for restoring your Data and ensuring that the SaaS Services are online, and you will be responsible for validating your Data and confirming the functioning of the SaaS Services, including any integrations.
- 6.4. *Security Measures.* We provide secure Data transmission paths between your devices and the data center used to provide SaaS Services to you. Data centers used to provide SaaS Services are accessible only by authorized personnel with a unique key entry or comparable security. We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords, or other confidential information, and vulnerability and penetration test scanning of our network and systems (hosted or otherwise) are prohibited. Where applicable with respect to our applications that take or process card payment data, we comply with applicable requirements of PCI DSS. We agree to supply the then-current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance> and, in the event of any change in our status, we will comply with applicable notice requirements.
- 6.5. *Password Security.* You are responsible for:
  - 6.5.1. keeping your and your representatives’ passwords secure and confidential;
  - 6.5.2. any account activity or access that occurs pursuant to you and your representatives’ passwords, its account or IdPs; and
  - 6.5.3. notifying us of any unauthorized access to your account.

## SECTION C – PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary.
2. Professional Services Fees. You agree to pay us the services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary, unless expressly stated otherwise, are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable rate by the quoted units.
3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (i) daily fees associated with cancelled professional services if we are unable to reassign our personnel and (ii) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.
5. Services Warranty. We will perform services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with reasonable access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. All of our employees undergo criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You certify that you will use reasonable efforts to cooperate with us and make your resources available for the performance of the Agreement in accordance with its terms and the mutually agreed project schedule. Additionally, you agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to support the efficient execution of the activities required for this Agreement. Accordingly, you will provide notice of any known inability to timely meet a project commitment so that appropriate project adjustments can be made. We will not be liable for failure to meet any project deadlines or milestones when such failure is due to Force Majeure or to the failure by you to comply with the requirements of this paragraph.

9. Maintenance and Support Services.

- 9.1. For the duration of this Agreement, consistent with the terms set forth in our then-current Support Call Process, we will:
- 9.1.1. perform our maintenance and support obligations in a professional and workmanlike manner, consistent with industry standards, to provide support and resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
  - 9.1.2. provide telephone support during our established support hours as indicated in our then-current Support Call Process;
  - 9.1.3. maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third-Party Software, if any, in order to provide maintenance and support services;
  - 9.1.4. provide releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers with a current SaaS Agreement.
- 9.2. Your use of Tyler Software or SaaS Services requires that you remain current with supported releases of Tyler Software as indicated in any applicable release lifecycle policy. Our warranty and support commitments are contingent upon you using a supported version of the Tyler Software. Tyler may require you to update to a current version of the Tyler Software to address a critical issue (for example, to address an identified security vulnerability in the Tyler Software or a third-party component). Tyler will use commercially reasonable efforts to (i) minimize the number of such instances and (ii) provide as much advance notice as possible.
- 9.3. We will use all reasonable efforts to perform support services remotely. We reserve the right to use secure third-party connectivity tools to deliver maintenance and support services. We also reserve the right to collect Tyler Software or SaaS Services telemetry for product evaluation, quality assurance, and security monitoring and enhancement purposes. You agree to reasonably cooperate with us in providing access to your environments and Data for the purposes of providing maintenance and support services and acknowledge that our warranty, support, and service level obligations under this Agreement are contingent upon receiving reasonable access to your Data and systems.
- 9.4. For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support; (b) application design; (c) other consulting services; or (d) telephone support outside our normal business hours as listed in our then-current Support Call Process.

**SECTION D – THIRD-PARTY PRODUCTS**

- 1. Third-Party Hardware. We will sell and deliver any Third-Party Hardware set forth in the Investment Summary for the price indicated therein. Unless otherwise indicated, installation of Third-Party Hardware will be performed by Tyler or identified third party installers.
- 2. Third-Party Software. Your rights under this Agreement may include rights to certain Third-Party Software. We certify that we have acquired the right to provide the Third-Party Software to you. Your rights to the Third-Party Software will be governed by the Third-Party Terms and, in the absence of such terms, this Agreement.
- 3. Third Party Products Warranties.
  - 3.1 We are authorized by each Developer or its authorized reseller to sell or grant access, as applicable, to the Third-Party Products.

- 3.2 Unless otherwise expressly indicated, Third-Party Hardware will be new and unused. You will receive free and clear title to the Third-Party Hardware you purchase upon your payment in full of the purchase price.
  - 3.3 You acknowledge that we are not the manufacturer of Third-Party Products. We do not warrant or guarantee the performance of the Third-Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third-Party Products.
4. Third-Party Services. If you have purchased Third-Party Services, those services will be provided independently of Tyler by such third party at the rates set forth in the Investment Summary and in accordance with Exhibit B.

## **SECTION E – TERM AND TERMINATION**

1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A or one (1) year if no duration is indicated. The initial term commences on the first day of the first month following the Effective Date. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section G(2).
  - 2.1. *Failure to Pay Fees*. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of fees. We may terminate this Agreement if you do not cure a failure to pay within sixty (60) days of our notice to you that you have overdue payments.
  - 2.2. *For Cause*. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section G(2). You may terminate this Agreement for cause after following the procedures set forth in Section G(2).
  - 2.3. *Force Majeure*. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.
  - 2.4. *Lack of Appropriations*. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

## **SECTION F – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE**

1. Intellectual Property Infringement Indemnification.
  - 1.1. We will defend you against any third-party claim(s) that the Tyler Software or Documentation infringes that third-party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its

defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

- 1.2. Our obligations under this Section F(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties.
- 1.3. If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either:
  - 1.3.1. procure the right to continue its use;
  - 1.3.2. modify it to make it non-infringing; or
  - 1.3.3. replace it with a functional equivalent.

We may elect to employ these remedies in advance of litigation if we receive information concerning an infringement or misappropriation claim.

- 1.4. This section provides your exclusive remedy for third-party copyright, patent, or trademark infringement and trade secret misappropriation claims.

## 2. General Indemnification.

2.1. We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by our negligence or willful misconduct; or (ii) our violation of law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2. To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (i) personal injury, death, or damage to tangible property, all to the extent caused by your negligence or willful misconduct; or (ii) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

## 3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.**

## 4. **LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (i) DURING THE INITIAL TERM, AS SET FORTH IN SECTION E(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (ii) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET**

**IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS F(1) AND F(2).**

5. **EXCLUSION OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (i) Commercial General Liability of at least \$1,000,000 per occurrence and \$2,000,000 aggregate; (ii) Automobile Liability of \$1,000,000 combined single limit; (iii) Professional Liability (inclusive of cyber protection) of \$1,000,000 per claim and in the aggregate; (iv) Workers Compensation complying with applicable statutory requirements; and (v) Excess/Umbrella Liability of \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

## **SECTION G – GENERAL TERMS AND CONDITIONS**

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current pricing, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.
2. Performance Issues and Dispute Resolution.
  - 2.1. *Notice.* You agree to provide us with written notice within thirty (30) days of receipt of an invoice (for invoice disputes) or, in the case of performance, becoming aware of an issue related to our performance under this Agreement.
  - 2.2. *Invoice Issues.*
    - 2.2.1. If the issue relates to an invoice, your notice must include the following: (i) the issue(s) with the invoice; (ii) the specific fee(s) at issue; and (iii) the corrective action(s) you are requesting of Tyler.
    - 2.2.2. We will provide a response to your notice that (i) supports the validity of the invoice as issued by us; (ii) adjusts the invoice; or (iii) describes our plan to address the issues identified in your notice.
    - 2.2.3. You agree to pay all undisputed fees by the due date. You acknowledge that you forfeit your right to dispute **any** fees under this Agreement when you fail to pay undisputed fees within sixty (60) days of our notice that the fees are overdue.
    - 2.2.4. In addition to any other remedies available to us under this Agreement or law for non-payment, we reserve the right to recover from you our reasonable costs of collection associated with your failure to timely pay amounts due under this Agreement.

2.2.5. WE RESERVE THE RIGHT TO SUSPEND PERFORMANCE OF ANY SERVICE, INCLUDING ACCESS TO SAAS SERVICES, FOR FAILURE TO TIMELY PAY UNDISPUTED FEES FIFTEEN (15) DAYS FOLLOWING OUR NOTICE OF INTENT TO DO SO.

2.3. *Dispute Resolution*. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

3. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities, and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
4. Nondiscrimination. We will not discriminate against any employee or applicant in our employment practices or the performance of our duties, responsibilities, and obligations under this Agreement because of race, color, religion, gender, age, disability, religious beliefs, national, or ethnic origin. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
5. E-Verify. We use the U.S. Department of Homeland Security's E-Verify system to confirm the eligibility of all current employees and persons hired during the contract term to perform services within the United States under this Agreement.
6. Subcontractors. We will not subcontract any Professional Services specifically for this Agreement without your prior written consent, not to be unreasonably withheld.
7. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
8. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

9. No Intended Third-Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third-Party Terms.
10. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, or implied. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified in writing, signed by an authorized representative of the party against whom enforcement is sought.
11. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
12. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
13. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
14. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (i) actual receipt by the receiving party; or (ii) five (5) days following deposit with registered or certified mail with proper postage affixed and addressed to the other party at the address set forth in this Agreement or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
15. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
16. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:
  - i. is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;

- ii. a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
  - iii. a party receives from a third party who has a right to disclose it to the receiving party; or
  - iv. is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
17. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
18. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state or commonwealth of domicile, without regard to its rules on conflicts of law.
19. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
20. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. In such cases, we reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
21. Data & Insights Solution Terms. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at: <https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
22. Contract Documents. This Agreement includes the following exhibits:
- |                  |                             |
|------------------|-----------------------------|
| <b>Exhibit A</b> | Investment Summary          |
| <b>Exhibit B</b> | Invoicing and Payment Terms |
| <b>Exhibit C</b> | Service Level Agreement     |
| <b>Exhibit D</b> | Third-Party Terms           |

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

City of Des Moines, Washington

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

Address for Notices:

Tyler Technologies, Inc.  
7701 College Boulevard  
Overland Park, KS 66210  
Attention: Chief Legal Officer

Address for Notices:

City of Des Moines  
21630 11<sup>th</sup> Avenue South  
Des Moines, WA 98198-6338  
Attention: \_\_\_\_\_



## **Exhibit A Investment Summary**

The Investment Summary details the products and services to be delivered by us, or a third party, as applicable, to you under the Agreement. This Investment Summary is effective as of the Effective Date regardless of any expiration date in the Investment Summary. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

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Quoted By: Christina Young  
 Quote Expiration: 03/31/26  
 Quote Name: Des Moines-ERP-Community Dev - EPL

SaaS Term 1.00

**Sales Quotation For:**  
 Des Moines, Wa City Of  
 21630 11th Avenue S.  
 Des Moines WA 98198-6398

**Shipping Address:**  
 City of Des Moines  
 21630 11th Ave S  
 Des Moines WA 98198-6338

**Tyler SaaS and Related Services**

| Description                                        | Qty | Imp. Hours            | Annual Fee          |
|----------------------------------------------------|-----|-----------------------|---------------------|
| <b>Civic Services</b>                              |     |                       |                     |
| Community Development Suite                        | 1   | 272                   | \$ 7,000.00         |
| Decision Engine                                    | 1   | 8                     | \$ 6,090.00         |
| Enterprise Permitting & Licensing - Read Only User | 11  | 0                     | \$ 3,828.00         |
| Enterprise Permitting & Licensing Foundation       | 1   | 104                   | \$ 12,000.00        |
| Enterprise Permitting & Licensing User             | 24  | 24                    | \$ 44,160.00        |
| Enterprise Service Requests                        | 1   | 64                    | \$ 4,599.00         |
| eReviews                                           | 1   | 80                    | \$ 10,500.00        |
| eReviews External Reviewers                        | 1   | 0                     | \$ 5,250.00         |
|                                                    |     | Sub-Total:            | \$ 98,427.00        |
|                                                    |     | <i>Less Discount:</i> | <i>\$ 19,690.00</i> |
|                                                    |     | <b>TOTAL</b>          | <b>\$ 78,737.00</b> |

**Professional Services**

| Description | Quantity | Unit Price | Ext Discount | Extended Price | Maintenance |
|-------------|----------|------------|--------------|----------------|-------------|
|-------------|----------|------------|--------------|----------------|-------------|

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CONFIDENTIAL

Page 1

|                                            |              |           |         |                      |                |
|--------------------------------------------|--------------|-----------|---------|----------------------|----------------|
| Conversions – See Detailed Breakdown Below |              |           |         | \$ 25,850.00         | \$ 0.00        |
| Project Management                         | 72           | \$ 225.00 | \$ 0.00 | \$ 16,200.00         | \$ 0.00        |
| Remote Implementation                      | 552          | \$ 225.00 | \$ 0.00 | \$ 124,200.00        | \$ 0.00        |
|                                            | <b>TOTAL</b> |           |         | <b>\$ 166,250.00</b> | <b>\$ 0.00</b> |

| Summary                                        | One Time Fees        | Recurring Fees      |
|------------------------------------------------|----------------------|---------------------|
| Total Tyler License Fees                       | \$ 0.00              | \$ 0.00             |
| Total SaaS                                     | \$ 0.00              | \$ 78,737.00        |
| Total Tyler Services                           | \$ 166,250.00        | \$ 0.00             |
| Total Third-Party Hardware, Software, Services | \$ 0.00              | \$ 0.00             |
| <b>Summary Total</b>                           | <b>\$ 166,250.00</b> | <b>\$ 78,737.00</b> |
| <b>Contract Total</b>                          | <b>\$ 244,987.00</b> |                     |

Client’s purchase of the items listed above is subject to the Comments below  
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held  
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ P.O.#: \_\_\_\_\_

*All Primary values quoted in US Dollars*

**Detailed Breakdown of Conversions (Included in Summary Total)**

| Description           | Qty | Unit Price   | Unit Discount | Extended Price |
|-----------------------|-----|--------------|---------------|----------------|
| Conversions           |     |              |               |                |
| Business Management   | 1   | \$ 9,400.00  | \$ 0.00       | \$ 9,400.00    |
| Community Development | 1   | \$ 16,450.00 | \$ 0.00       | \$ 16,450.00   |

TOTAL

\$ 25,850.00

**Optional Tyler SaaS and Related Services**

| Description                                                | Qty | Imp. Hours | Annual Fee          |
|------------------------------------------------------------|-----|------------|---------------------|
| <b>Civic Services</b>                                      |     |            |                     |
| My Civic                                                   | 1   | 56         | \$ 10,000.00        |
| Resident AI Assistant - Max 130,000 conversations per year | 1   | 0          | \$ 6,000.00         |
| Sub-Total:                                                 |     |            | \$ 16,000.00        |
| <i>Less Discount:</i>                                      |     |            | <i>\$ 3,200.00</i>  |
| <b>TOTAL:</b>                                              |     |            | <b>\$ 12,800.00</b> |

**Optional Professional Services**

| Description                      | Quantity | Unit Price  | Ext. Discount | Extended Price      | Maintenance    |
|----------------------------------|----------|-------------|---------------|---------------------|----------------|
| Resident AI Assistant - Services | 1        | \$ 4,200.00 | \$ 0.00       | \$ 4,200.00         | \$ 0.00        |
| Remote Implementation            | 56       | \$ 225.00   | \$ 0.00       | \$ 12,600.00        | \$ 0.00        |
| <b>TOTAL</b>                     |          |             |               | <b>\$ 16,800.00</b> | <b>\$ 0.00</b> |

**Tyler Annual Discount Detail (Excludes Optional Products)**

| Description                                        | Imp. Hours | Annual Fee   | Annual Fee Discount | Annual Fee Net |
|----------------------------------------------------|------------|--------------|---------------------|----------------|
| <b>Civic Services</b>                              |            |              |                     |                |
| Community Development Suite                        | 272        | \$ 7,000.00  | \$ 1,400.00         | \$ 5,600.00    |
| Decision Engine                                    | 8          | \$ 6,090.00  | \$ 1,218.00         | \$ 4,872.00    |
| Enterprise Permitting & Licensing - Read Only User | 0          | \$ 3,828.00  | \$ 770.00           | \$ 3,058.00    |
| Enterprise Permitting & Licensing Foundation       | 104        | \$ 12,000.00 | \$ 2,400.00         | \$ 9,600.00    |
| Enterprise Permitting & Licensing User             | 24         | \$ 44,160.00 | \$ 8,832.00         | \$ 35,328.00   |

|                             |            |                     |                     |                     |
|-----------------------------|------------|---------------------|---------------------|---------------------|
| Enterprise Service Requests | 64         | \$ 4,599.00         | \$ 920.00           | \$ 3,679.00         |
| eReviews                    | 80         | \$ 10,500.00        | \$ 2,100.00         | \$ 8,400.00         |
| eReviews External Reviewers | 0          | \$ 5,250.00         | \$ 1,050.00         | \$ 4,200.00         |
| <b>TOTAL</b>                | <b>552</b> | <b>\$ 98,427.00</b> | <b>\$ 19,690.00</b> | <b>\$ 78,737.00</b> |

**Comments**

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
  - Implementation and other professional services fees shall be invoiced as delivered.
  - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
  - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
  - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
  - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
  - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Community Development: Tyler leads and owns the "Assess and Define" and "Configuration" 3 unique business transactions, 3 template business transactions, 1 geo-rules and 1 automation events. Configuration elements beyond this will be owned by the client.

Your use of Resident AI Assistant and any related items included on this order is subject to the terms found at: <https://www.tylertech.com/client-terms/resident-ai-assistant-software-as-a-service>. By signing this order or the agreement in which it is included, you agree you have read, understand, and agree to such terms.

Community Development Suite includes Civic Access for Community Development and Community Development Executive Insights

Enterprise Permitting & Licensing Foundation includes GIS for EPL Users, Core Foundation Bundle, Advanced Automation Bundle, Data & Reporting Access, Report Toolkit, EPL API Toolkit and 1 TB of Storage

Enterprise Permitting & Licensing User includes back-office and EP&L Mobile access

eReviews enables the electronic review and markup process of submitted plans and other documentation within the regulatory process. eReviews also requires third party software either from Avolve's DigEplan (which is sold by Tyler) or Bluebeam (sold separately through Bluebeam resellers) to be purchased.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



## Exhibit B Invoicing and Payment Terms

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

**Invoicing:** We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

### 1. Tyler Annual Services.

- 1.1. *SaaS Services.* SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section E(1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
- 1.2. *Other Annual Services.* Fees for annual services other than SaaS Services are invoiced on an annual basis, beginning with the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

### 2. Tyler Services.

- 2.1. *Professional Services Generally:* Unless otherwise indicated below, fees for Tyler services are invoiced as delivered.
- 2.2. *Consulting Services:* Fixed fee Consulting Services will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module.
- 2.3. *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4. *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced (i) 50% upon delivery of specifications and (ii) 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5. *Other Fixed Price Services:* Other fixed price services are invoiced as delivered. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning. Strategic Program Management Services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of program planning.

3. Hardware & Third-Party Products.
  - 3.1. *Hardware*: Hardware costs, if any, are invoiced upon delivery.
  - 3.2. *Hardware Maintenance*: The first year maintenance fee for hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.3. *Third-Party Services*: Fees for Third-Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
  - 3.4. *Third Party Software*. License Fees for Third Party Software, in any, are invoiced when the applicable Third Party Software is made available to you for download.
  - 3.5. *Third Party Software Maintenance*: The first year maintenance fee for the Third Party Software is invoiced when it is made available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
  - 3.6. *Third-Party SaaS Services*. Third-Party SaaS Services fees, if any, are invoiced on an annual basis, commencing with availability of the respective Third-Party SaaS Services. Pricing for the first year of Third-Party SaaS Services is indicated in the Investment Summary. Unless express stated otherwise, pricing for subsequent years will be at then-current rates.
4. Transaction Fees. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a monthly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy.
6. Credit for Prepaid Maintenance and Support Fees for Tyler Software. Client will receive a credit for the software maintenance and support fees and if applicable, for annual “Disaster Recovery” and “Tyler Systems Management” services fees, prepaid for the time period commencing on the first day of the SaaS Term.

**Payment.** Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting [AR@tylertech.com](mailto:AR@tylertech.com).



## Exhibit C

# SERVICE LEVEL AGREEMENT

### I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels related to the availability of the Tyler SaaS Services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third-Party SaaS Services.

**II. Definitions.** Except as defined below, all defined terms have the meaning set forth in the Agreement.

*Actual Attainment:* The percentage of time the Tyler Software is available during a calendar month, calculated as follows:  $(\text{Service Availability} - \text{Downtime}) \div \text{Service Availability}$ .

*Client Error Incident:* Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

*Downtime:* Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

*Emergency Maintenance Window:* (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

*Planned Downtime:* Downtime that occurs during a Standard or Emergency Maintenance window.

*Service Availability:* The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the production environment.

*Standard Maintenance:* Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

### III. **Service Availability**

#### a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.

#### b. Our Responsibilities



When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

| Client Relief Schedule |                               |
|------------------------|-------------------------------|
| Actual Attainment      | Client Relief                 |
| 99.99% - 98.00%        | Remedial action will be taken |
| 97.99% - 95.00%        | 4%                            |
| Below 95.00%           | 5%                            |

**IV. Maintenance Notifications**

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.



## Exhibit D Third-Party Terms

Third Party Verification Services Terms. Third Party Verification Services will be provided pursuant to the Equifax Verification Terms of Service, and Client will comply with such terms and obligations of furnishers under the FCRA, in each case, found at <https://www.tylertech.com/client-terms/equifax-verification-terms-of-service>.

Cornerstone OnDemand Terms. Your use of Cornerstone OnDemand software and services is subject to terms found here: <https://s3.us-east-1.amazonaws.com/sumtotalsystems.com/prod/images/cornerstone-terms-of-use.pdf>. By signing a Tyler Agreement or Order Form including Cornerstone software or services, or accessing, installing, or using Cornerstone software or services, you agree that you have read, understood, and agree to such terms. In addition, implementation of Cornerstone software and services may require inclusion of a Cornerstone Statement of Work

DebtBook. Your use of DebtBook software and services is subject to the terms found here: [DebtBook End User License Agreement | Tyler Technologies](#). By signing a Tyler Agreement or Order Form, or accessing, installing, or using DebtBook software or services, you agree that you have read, understood, and agree to such terms.

DigEplan Pro. Your use of DigEplan is subject to the LCT Software LLC Subscription Terms & Conditions found here: <https://www.tylertech.com/client-terms/lct-software-llc-an-avolve-company-subscription-terms-conditions>. By signing a Tyler Agreement or Order Form including DigEplan, or accessing, installing, or using DigEplan, you agree that you have read, understood, and agree to such terms.

DocOrigin Terms. Your use of Tyler Forms software and forms is subject to the DocOrigin End User License Agreement available for download here: <https://eclipsecorp.us/eula/>. By signing a Tyler Agreement or Order Form including Tyler forms software or forms, or accessing, installing, or using Tyler Forms software or forms, you agree that you have read, understood, and agree to such terms.

Emphasys Terms. Your use of SymPro software and services is governed by terms available here: <https://tylertech.com/portals/0/terms/Emphasys-Software-Agreement/Emphasys-Software-Agreement.pdf>. By signing a Tyler Agreement or Order Form containing such software or services, or accessing, installing, or using SymPro software or services, you agree that you have read, understood, and agree to such terms.

Envisio Terms. Your use of Envisio software and services is subject to the terms found here: <https://www.tylertech.com/client-terms/envisio-solutions-inc-end-user-license-agreement>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using Envisio software or services, you agree that you have read, understood, and agree to such terms.

Fire Prevention Mobile Terms. Your use of Tyler's Fire Prevention Mobile solutions is subject to the



terms found here: <https://www.tylertech.com/terms/fire-prevention-mobile-third-party-terms>. By signing a Tyler Agreement or Order Form, or accessing, installing, or using the Fire Prevention Mobile solution, you agree that you have read, understood, and agree to such terms.

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- Notify
- Enterprise Jury Manager
- Enterprise Supervision
- Virtual Court

**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: King County 2026-2027 Hazardous Waste Management Program Grant Award**

**ATTACHMENTS:**

1. Hazardous Waste Management Program Grant Agreement

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Public Works

**DATE SUBMITTED:**

April 10, 2026

**CLEARANCES:**

Public Works  
Finance

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**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council acceptance of the 2026-2027 King County Local Hazardous Waste Management Program (LHWMP) Grant (Attachment 1). The LHWMP Grant is one of three grants that will support the City's Recycling Program for the service period of 2026-2027. The following motion will appear on the Consent Agenda:

**Suggested Motion:**

**Motion:** "I move to accept the 2026-2027 King County Local Hazardous Waste Management Program Grant and authorize the City Manager to sign the grant document substantially in the form as attached."

**Background**

For over 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall events have proven exceptionally popular among Des Moines residents because they provide a convenient local location to recycle materials that are not accepted through the curbside recycling program. Residents are able to recycle tires, lead acid and alkaline batteries, cardboard, reusable household goods and clothing, porcelain toilets and sinks, appliances and scrap metal, bulky wood, electronic equipment and mattresses and box springs.

The subject grant will partially fund the City's semi-annual Household Waste Collection and Recycling Events for 2026 and 2027. Additional funding will be provided through a grant agreement between the City of Des Moines and the King County Solid Waste Division that was recently approved by the Des Moines City Council at the March 26th, 2026 meeting. The Washington State Department of Ecology's Local Solid Waste Financial Assistance Agreement (LSWFA) provides the remaining program funding. The current LSWFA grant is effective through June 2027.

### **Discussion**

This agenda item seeks City Council approval of the 2026–2027 LHWMP grant agreement. The LHWMP grant will provide \$27,418.23 to support household recycling collection events during the 2026–2027 program period. City Council approval is required for all Interlocal Agreements between the City and other public agencies.

If the City Council accepts the LHWMP grant for 2026 and 2027, the City will continue to reduce the amount of hazardous and non-hazardous materials entering the local waste stream at no additional cost to the City. Acceptance of these grant funds must be approved by Council and submitted to the grantor agencies in order to secure the funding.

For the 2026–2027 Recycling Program, the City will sponsor two residential recycling collection events per year (Spring and Fall). The Spring 2026 event was held on March 28th, 2026 and saw 485 carloads of recyclable material be dropped off, resulting in 56,563 pounds of collected material. The Local Hazardous Waste Management Program (LHWMP) grant expenditures are retroactive to January 1, 2026 and will be used to cover expenses from this Spring event.

### **Alternatives**

1. The City Council may accept the 2026-2027 LHWMP grant between the City of Des Moines and the King County Solid Waste Division.
2. The City Council may not accept the 2026-2027 LHWMP Grant between the City of Des Moines and the King County Solid Waste Division and forego LHWMP grant funds. Not accepting the grant will result in a downsizing of the remaining 2026-2027 recycling events.
3. The City Council may continue this Agenda Item and request that staff provide additional information on the LHWMP grant program. Continuance of this item may result in loss of grant funds for the 2026-2027 grant cycle.

### **Financial Impact**

If the City Council accepts the LHWMP grant, there will be no fiscal impact to the City related to the grant contract.

**Recommendation**

Staff recommends that the City Council choose Alternative 1, thereby accepting the 2026-2027 King County Local Hazardous Waste Management Program Grant substantially in the form as submitted.



## Hazardous Waste Management Program

GOVERNMENTS WORKING TOGETHER FOR  
A HEALTHIER AND CLEANER KING COUNTY

## GRANT AGREEMENT

This Agreement is between King County and the Recipient identified below. The County department overseeing the work to be performed in this Agreement is the Department of Natural Resources and Parks (DNRP), Water and Land Resources Division (WLRD).

### RECIPIENT NAME

City of Des Moines

### RECIPIENT ADDRESS

21630 11th Avenue S  
Des Moines, WA 98198

### RECIPIENT CONTACT & EMAIL ADDRESS

Tyler Beekley  
TBeekley@Desmoineswa.gov

### PROJECT TITLE

Local Hazardous Waste Management Program Grant Funds for 2026 and 2027

### AGREEMENT START DATE

January 1, 2026

### AGREEMENT END DATE

March 31, 2028

### AGREEMENT MAXIMUM AMOUNT

\$27,418.23

### EXHIBITS. The following Exhibits are attached and are incorporated into this Agreement by reference:

- Exhibit A – Scope of Work
- Exhibit B – Budget
- Exhibit C – Invoice Template
- Exhibit D – Certificate/Evidence of Insurance

**AGREEMENT FOR AWARD OF  
LOCAL HAZARDOUS WASTE MANAGEMENT GRANT FUNDS FOR 2026-2027**

**Between**

**KING COUNTY and the CITY OF Des Moines**

This Agreement for Award of Local Hazardous Waste Management Grant Funds “Agreement” is made by and between King County, a charter county and political subdivision of the State of Washington, acting through its Department of Natural Resources, Water and Land Resources Division and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as the “County” and the “City” respectively. The County and City may be referred to individually as a “Party” and collectively as the “Parties.”

**1. RECITALS**

1.1 The Local Hazardous Waste Management Plan (hereafter referred to as the “Plan”) as updated in 1997, 2010, and 2021, was adopted by the participating agencies (the King County Solid Waste Division, the Seattle Public Utilities, the King County Water and Land Resources Division, and Public Health – Seattle and King County) and the cities located in King County. The Washington State Department of Ecology in accordance with RCW 70A.300.350 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the “Program”).

1.2 The Plan authorizes Local Hazardous Waste Management Funds to be provided to partner cities located in King County to help fund those cities’ activities associated with hazardous waste collection and/or educational outreach and educational services.

1.3 King County has received a proposed scope of work and budget from the City and has determined that the scope of work and budget, attached hereto and incorporated herein as Exhibit A (“Scope of Work”) and Exhibit B (“Budget”), respectively, are consistent with the Plan’s and Program’s policies, goals, and objectives.

1.4 King County and the City desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide an award of Local Hazardous Waste Management Funds to the City.

**NOW THEREFORE**, in consideration of mutual promises and covenants contained herein, the Parties hereby agree to the terms and conditions as follows:

**2. AWARD OF GRANT; CONDITIONS OF GRANT**

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to grant the City an award of Local Hazardous Waste Management Funds not to exceed \$27,418.23 (the “Award”) on a reimbursement basis as described in Section 2.5. The Award shall be used by the City solely for the performance of the activities described in this Agreement.

2.3 The City shall use the grant of Local Hazardous Waste Management Funds to provide hazardous waste collection and/or education services or programs as described in Exhibit A. The total amount of funds available from this grant from January 2026 – December 2027 shall not exceed \$27,418.23.

2.4 This Agreement provides for distribution of 2026 and 2027 grant funds to the City. Reimbursement for activities carried out and expenses incurred by the City may predate the execution date of this Agreement provided that (a) the activities have been identified by the City as being within the Scope of Work and have been approved by King County as being within such Scope of Work; (b) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award; and (c) such activities and expenses otherwise comply with all other terms of this Agreement. Reimbursements shall be paid to the City only after this Agreement has been fully executed.

2.5 During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports, which include the City’s reimbursement requests, to the County in a form determined by the County. Reports must be signed by a City official. These reports shall include all of the following:

- a. A description of each activity accomplished pertaining to the Scope of Work.
- b. Copies of invoices for expenditures or a financial statement prepared by the City’s finance department. The financial statement should include vendor names, a description of services provided, date paid, and a check or warrant number.
- c. Reimbursement requests with an Invoice Form and an Invoice Detail Form, which is attached hereto as Exhibit C and incorporated herein by reference, unless the City has a spreadsheet similar to the Invoice Detail Form already in use, in which case the City may use that spreadsheet instead of the Invoice Detail Form. The City will submit the form or similar spreadsheet and submit backup documentation for grant expenses.
- d. If the City receives funding from sources other than the Local Hazardous Waste Management Program for any of the activities set forth in Exhibit A, then the City’s reimbursement request shall acknowledge these other sources and the reimbursement request to the County shall include only a pro-rata share of the expenses.

2.5.1 If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, the reports shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 30), except for the final progress report and request for reimbursement, which shall be due by February 27, 2028.

2.5.2 Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the December 12, 2027, an

estimate or final invoice for activities completed in that calendar year for which the City has not yet submitted a reimbursement request.

2.5.3 If the City accepts funding through this grant program for the provision of hazardous waste collection or education programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the Scope of Work document related thereto.

2.5.4 Within forty-five (45) days of receiving a request for reimbursement from the City, the Program's contract administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The contract administrator will not authorize payment for activities and/or expenditures which are not included in the Scope of Work and Budget attached as Exhibits A and B unless the scope has been amended according to Section 5 of this Agreement. The contract administrator retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the Scope of Work and/or Budget attached as Exhibits A and B.

2.6 The City shall be responsible for following all applicable federal, state, and local laws, ordinances, rules, and regulations in the performance of the Scope of Work described herein. The City warrants and represents that its procedures are consistent with federal, state, and local laws relating to public contract and bidding procedures. The County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.

2.7 The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.

2.8 The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

2.8.1 These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

2.8.2 The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2029.

2.9 The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. Where feasible, the City will use the Program’s logo. The intent of this provision is to further strengthen this regional partnership in the public’s mind.

2.9.1 The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.

2.9.2 The Program agrees to credit the City on all printed materials provided by the City to the Program, which the Program duplicates, for distribution. Either the City’s name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the Program will credit the City for artwork or text provided by the City as follows: “artwork provided courtesy of the City of Des Moines” and/or “text provided courtesy of the City of Des Moines.”

2.9.3 The Program retains the right to share the written material(s) produced by the City, which have been funded through this grant, with other King County cities for them to duplicate and distribute. In so doing, the Program will encourage other cities to credit the City on any pieces that were produced by the City.

2.10 The City designates Tyler Beekley ([TBeekley@desmoineswa.gov](mailto:TBeekley@desmoineswa.gov)), or designee, as the administrator of this Agreement for the City.

2.11 Questions or concerns regarding any issue associated with this agreement that cannot be handled by the Program’s Contract Administrator should be referred to the Local Hazardous Waste Management Program Director for resolution.

### **3. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2026, or the date of execution of the Agreement by both the County and the City and shall terminate on March 31, 2028. The City shall not incur any new charges after December 31, 2027. However, if execution by either Party does not occur until after January 1, 2026, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2026, and the later execution of the Agreement provided that the City complies with the reporting requirements of Section 2.5 of the Agreement.

### **4. TERMINATION**

4.1 King County may terminate this Agreement in whole or in part, for convenience, without cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice.

4.2 King County may also terminate this Agreement, in whole or in part, for lack of appropriation, upon thirty (30) days prior written notice to the City. In accordance with King County Code 4A.100.070, if King County terminates this Agreement for non-appropriation, then King County’s costs associated

with such termination, if any, shall not exceed the appropriation for the biennium in which termination occurs.

4.3 This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section 3, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to nonperformance, misuse of funds, and/or failure to provide grant related reports/invoices/statements as specified in Section 2.5.

4.4 If the Agreement is terminated as provided in this section: (a) the County will be responsible to reimburse the City only for allowable expenses, in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and (b) the City shall be released from any obligation to provide further services pursuant to this Agreement.

4.5 Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms, and conditions set forth in this Agreement are breached by the other Party.

## **5. AMENDMENTS**

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted Hazardous Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the Scope of Work, attached as Exhibit A, upon written notification by the City to King County and written approval by the County.

## **6. HOLD HARMLESS AND INDEMNIFICATION**

6.1 The City agrees to indemnify, defend, and hold harmless King County, and its elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature arising out of, in connection with, or incident to any acts or omissions of the City, its employees, agents, contractors or subcontractors in performing its obligations under this Agreement, except of the County's sole negligence.

6.2 The City's obligations under this section shall include, but not be limited to all of the following: (a) The duty to promptly accept tender of defense and provide defense to the County with legal counsel acceptable to the County and at the City's own expense; (b) Indemnification of claims made by the City's own employees or agents; and (c) Waiver of the City's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify the County, which waiver has been mutually negotiated by the Parties. In the event it is necessary for the County to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from The City. The provisions of this Section 6.2 shall survive the expiration, abandonment, or termination of this Agreement.

## **7. INSURANCE**

7.1 The City, at its own cost, or its contractor(s)/subcontractor(s) at their own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, contractors, and/or subcontractors. The minimum limits of Commercial General Liability insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal and advertising injury, and property damage. Such insurance shall include coverage for, but not be limited to, premises liability, ongoing operations, products and completed operations, advertising injury, and contractual liability. The minimum limit of Automobile Liability insurance shall be \$1,000,000 combined single limit per accident for bodily injury and property damage. If the work involves the transport of pollutants (as defined by the standard auto policy exclusion of pollution) the auto policy shall be endorsed to include endorsement CA 9948 (or its equivalent) and MCS 90, or auto pollution coverage. The minimum limit of Pollution Liability insurance shall be \$1,000,000 per occurrence and in the aggregate to cover sudden and non-sudden bodily injury and/or property damage to include the destruction of tangible property, loss of use, clean-up costs and the loss of use of tangible property that has not been physically injured or destroyed. Coverage shall include non-owned disposal sites. Any deductible or self-insured retention(s) shall be the sole responsibility of the City or its contractor(s)/subcontractor(s). Such insurance shall cover King County, its officials, employees, and agents as additional insured for full coverage and policy limits against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit D unless Section 7.2 or Section 7.3 (below) apply. Evidence of required coverage maintained by the contractor(s)/subcontractor(s) must be provided to the County prior to the commencement of any work.

7.2 If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit D.

7.3 If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit D.

## **8. ENTIRE CONTRACT; NO WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **9. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement. The Scope of Work set forth in Exhibit A shall be completed by the City no later than December 31, 2027. In the event that the Scope of Work is not completed by this date, then King County shall retain any unexpended Award funds.

**10. SEVERABILITY**

If any section, subsection, sentence, clause, or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**11. NOTICE**

Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses first set forth below via electronic mail. A copy of any notice shall also be sent via first class mail to the address listed below.

Frances Bothfeld, Contract Administrator, or a provided designee  
King County Department of Natural Resources and Parks  
Water and Land Resources Division  
Hazardous Waste Management Program  
201 S. Jackson Street, Suite 6300  
Seattle, WA 98104  
[hazwastegovrelations@kingcounty.gov](mailto:hazwastegovrelations@kingcounty.gov)

If to the City:

Tyler Beekley, or a provided designee  
City of Des Moines  
21630 11<sup>th</sup> Avenue S, Suite A  
Des Moines, WA 98198  
[TBeekley@desmoineswa.gov](mailto:TBeekley@desmoineswa.gov)

Either Party hereto may, at any time, by giving ten (10) days written notice to the other Party, designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

**12. GENERAL PROVISIONS**

12.1 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

12.2 Each Party warrants and represents that such Party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a Party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such Party and that such Party is bound by the signature of such representative.

12.3 None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

12.4 This Agreement may be signed in multiple counterparts each of which shall be deemed an original, and all counterparts together shall constitute but one and the same instrument.

12.5 This Agreement is for the benefit of the Parties hereto only and is not intended to benefit any other person or entity, and no person or entity not a party to this Agreement shall have any third-party beneficiary or other rights whatsoever hereunder.

12.6 This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

**City of Des Moines**

**King County**

BY \_\_\_\_\_  
Katherine Caffrey, City Manager

BY \_\_\_\_\_  
Maythia Airhart,  
Environmental Programs Section Manager  
Hazardous Waste Management Program

City of Des Moines

For Girmay Zahilay, King County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM  
CITY OF DES MOINES  
2026-27 SCOPE OF WORK AND BUDGET**

1. PROJECT OVERVIEW:

A) Des Moines Recycling Collection Events

B) Event Dates: Spring and Fall, 2026-27

C) Event Hours: 9 am to 3 pm

D) Event Location: Des Moines Marina

E) Project Managers:

1) City Contact: Tyler Beekley, P.E  
Surface Water/Environmental Engineering Manager  
City of Des Moines  
21630 11<sup>th</sup> Ave S, Suite "D"  
Des Moines, WA 98198  
Tel Main - (206) 206-878-4595  
Tel Direct - (206) 206-878-4595  
Email - TBeekley@desmoineswa.gov

2) Outside Consultant: Olympic Environmental Resources  
4715 SW Walker Street  
Seattle, WA 98116  
TEL - (206) 938-8262  
Email – pauldevine@msn.com

F) Event Activities - materials to be collected:

- 1) Lead Acid Batteries
- 2) Household Batteries
- 3) CFC Appliances

G) Event Educational Activities - the following educational materials will be distributed:

- 1) Information on City recycling programs
- 2) Local Hazardous Waste Management Plan educational materials produced by King County.
- 3) Other appropriate educational materials.

H) Event Promotion-event promotion will be accomplished by one or more of the following ways:

- 1) By distributing a promotional flyer through direct mailings to Des Moines households.
- 2) By including notices in City/community newsletters.
- 3) By posting a bulletin at City Hall, on the City web site, and on the City cable channel (if available).
- 4) By publicizing the events through the King County promotional activities, including County websites.

I) 2026-27 Budget: \$27,418.23

| LHWMP Grant - Estimated Costs                   | 2026/27            |
|-------------------------------------------------|--------------------|
| City Staff Salary and Benefits                  | \$2,741.82         |
| Consultant Services - Management/Admin/Graphics | \$15,400.00        |
| Consultant Services - Event Staff               | \$2,500.00         |
| Collection/Hauling Costs                        |                    |
| Batteries                                       | \$2,200.00         |
| Other Material Costs                            | \$200.00           |
| Flyer Printing and Mailing                      | \$3,200.00         |
| Event Supplies                                  | \$600.00           |
| Other Expenses - rentals and mileage, etc       | \$576.41           |
| <b>TOTALS</b>                                   | <b>\$27,418.23</b> |

2. PERFORMANCE OBJECTIVES:

The City plans to send out approximately 8,530 promotional flyers per event to Des Moines households per event and publicize the events through the City website. The City will also promote events through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 8-15 tons of material each year from the City waste stream.

The annual expected volumes of material collected, based on past events, are as follows:

| <u>Type of Material</u> | <u>Total Volume</u> |
|-------------------------|---------------------|
| Lead Acid Batteries     | 30-40               |
| Household Batteries     | 10,000-12,000       |
| CFC Appliances          | 35-45               |

The benefits expected by the collection of these materials will be to divert them from the waste stream where they could damage the environment and pose health risks to Des Moines residents. The volume of materials collected and diverted will be reported to the King County Health Department at the conclusion of each event. These events will also provide an opportunity to recycle solid waste. The King County Solid Waste Division and Washington State Department of Ecology will pay for the solid waste element.

### 3. IMPACT OBJECTIVES:

By hosting four or more Recycling Collection Events, Des Moines can further reduce the amount of environmentally damaging materials finding its way to the landfills, storm drains, streams, and other isolated sites in our City. The City of Des Moines has a population of approximately 33,540. The City expects, based on past events, that 900–1,100 households will actively participate in the annual events each year by bringing the materials listed above to the events for proper disposal and recycling over two years.

In addition to diverting materials from the City waste stream, attracting residents to these events provides an opportunity to distribute educational material on City recycling programs and the Local Hazardous Waste Management Program in King County. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of hazardous materials.

Des Moines will provide the following information to the County for project evaluation after each event:

- 1) The number of participating vehicles.
- 2) The volume of each material collected.
- 3) Actual event cost by budget category.
- 4) Documentation of the materials collected for recycling by the respective service provider.

2/9/2026

**Ref#:** 16866

King County Solid Waste Division  
Attn: Annie DeCosta-Klipa  
201 S Jackson Street, Suite 6400  
Seattle, WA 98104

Re: City of Des Moines  
Waste Reduction & Recycling Grant

**Evidence of Coverage**

The City of Des Moines is a member of the Washington Cities Insurance Authority (WCIA), which is a self-insured pool of over 160 public entities in the State of Washington.

WCIA has at least \$5 million per occurrence limit of liability coverage in its self-insured layer that may be applicable in the event an incident occurs that is deemed to be attributed to the negligence of the member. Liability coverage includes general liability, automobile liability, stop-gap coverage, errors or omissions liability, employee benefits liability and employment practices liability coverage.

WCIA provides contractual liability coverage to the City of Des Moines. The contractual liability coverage provides that WCIA shall pay on behalf of the City of Des Moines all sums which the member shall be obligated to pay by reason of liability assumed under contract by the member.

WCIA was created by an interlocal agreement among public entities and liability is self-funded by the membership. As there is no insurance policy involved and WCIA is not an insurance company, your organization cannot be named as an additional insured.

Sincerely,



Rob Roscoe  
Deputy Director

cc: Bonnie Wilkins



# INVOICE

Agreement No. xxxxx  
 Exhibit C  
 Period of Performance: 1/1/26-12/31/27

**City/Tribe**  
 Address  
 Address  
 Invoice Processing Contact: **Full Name**  
**Phone Number**  
[Email](#)

Submit signed invoice to:  
 Matthew Weintraub  
 Hazardous Waste Management Program  
 DNRP Water and Land Resources Division

201 South Jackson Street, Suite 6300  
 Seattle, WA 98104  
[hazwastegovrelations@kingcounty.gov](mailto:hazwastegovrelations@kingcounty.gov)

**ALL FIELDS MUST BE COMPLETED FOR PROMPT PAYMENT PROCESSING**

| King County Accounts Payable Information |                            |
|------------------------------------------|----------------------------|
| Purchase Order #                         | _____                      |
| Supplier Name                            | _____                      |
| Supplier #                               | _____                      |
| Supplier Pay Site                        | _____                      |
| Remit to Address                         | _____                      |
|                                          | _____                      |
| Invoice Date                             | _____                      |
|                                          | _____                      |
| Invoice #                                | _____                      |
|                                          | _____                      |
| Amount to be Paid                        | _____                      |
| Requisitioner name/phone:                | Amanda Miller 206-477-1649 |

Invoice for services rendered under this Agreement for the period of:  Start Date  End Date

| Project | Organization | Expend Acct | Task | CPA | Amount |
|---------|--------------|-------------|------|-----|--------|
|         |              |             |      |     |        |

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

| Expenditure Item | 2026-2027 Budget | Previously Billed | Current       | Cumulative    | Balance       |
|------------------|------------------|-------------------|---------------|---------------|---------------|
| HHW Task 1       | \$0.00           | \$0.00            | \$0.00        | \$0.00        | \$0.00        |
| HHW Task 2       | \$0.00           | \$0.00            | \$0.00        | \$0.00        | \$0.00        |
| HHW Task 3       | \$0.00           | \$0.00            | \$0.00        | \$0.00        | \$0.00        |
| <b>Total</b>     | <b>\$0.00</b>    | <b>\$0.00</b>     | <b>\$0.00</b> | <b>\$0.00</b> | <b>\$0.00</b> |

**Materials and quantities collected:**

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

**Collection event details:**

|                                             |       |
|---------------------------------------------|-------|
| Number of collection events                 | _____ |
| Number of participants at collection events | _____ |

**Education event details:**

|                                            |       |
|--------------------------------------------|-------|
| Number of education events                 | _____ |
| Number of participants at education events | _____ |

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

\_\_\_\_\_  
 Recipient - Print Name

\_\_\_\_\_  
 Recipient Signature Date

\_\_\_\_\_  
 Haz Waste Program Authorization / Approval Date

**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: Midway Park Final Design**

**ATTACHMENTS:**

1. Task Assignment 2026-06 with Psomas

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Public Works

**DATE SUBMITTED:**

4/13/2026

**CLEARANCES:**

Public Works

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**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval of the 2026-2027 On-Call General Civil Engineering Services Task Assignment 2026-06 with Psomas (Attachment 1) to provide final design and permitting services for the Midway Park Open Space Design Project.

**Suggested Motion:**

**Motion:** “I move to approve the 2026-2027 On-Call General Civil Engineering Services Task Assignment 2026-06 with Psomas, to provide final engineering and permitting services for the Midway Park Open Space Design Project in the amount of \$289,816.30 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

**Background**

The City of Des Moines is seeking to develop and improve Midway Park in the city's Pacific Ridge neighborhood. In recent years, the City secured Conservation Futures funding to acquire 4 adjacent parcels to expand Midway Park and add amenities to serve a wider range of recreation interests and age groups. Midway Park is a key asset and community space for the underserved Pacific Ridge neighborhood, a community that includes multiple Priority Populations. This project was identified as a priority project in the 2022-2027 PRSS Master Plan. Further investment in this park would improve the well-being of residents and provide much needed outdoor space for this diverse urban area.

The City applied for a King County Open Space Grant in Fall 2023 and was awarded grant funding in the amount of \$456,000. The agreement for award of King County Open Space Grant funds was approved by City Council at its April 25, 2024 meeting.

**Discussion**

The proposed task assignment with Psomas would initiate the second and final phase of design on the project which includes final design and permitting services. Planned improvements include an expanded play area, loop trail, pickleball courts, additional picnic tables and seating, a great lawn for recreation and events, a permanent restroom facility, dog park, new landscaping, improved lighting, security cameras, new parking with ADA spaces, and new accessible sidewalks. The proposed improvements will better activate the park, increase its overall safety, and provide greater opportunities for a variety of physical activity for all ages, family gathering space, and community engagement.

**Alternatives**

City Council could elect not to approve the 2026-2027 On-Call General Civil Engineering Services Task Assignment 2026-06 with Psomas for final engineering and permitting services. The City does not have adequate resources to complete the project engineering and permitting internally. This would cause project delays as well as jeopardize current and future King County Open Space Grant funding opportunities.

**Financial Impact**

The City's CIP Budget includes revenues to achieve full project funding for this Consultant Services Contract

**Recommendation**

Staff recommends adoption of the motion

# EXHIBIT A

**SCOPE OF WORK**  
**City of Des Moines**  
**Midway Park Open Space Design**  
**FINAL DESIGN – SUPPLEMENT 1**  
**April 9, 2026**

## Project Description

The City of Des Moines intends to move forward with the Midway Park Open Space Design Project, which includes design development and preparation of construction documents for a new community open space and recreational park facility. In partnership with King County Parks' Capital and Open Space Grant Program, funded through the Conservation Futures Tax Levy (CFT), the project will enhance Midway Park to create a premier destination for physical activity, family gatherings, and community engagement.

The proposed improvements will blend new design elements with existing park features to preserve the natural character of the land, increase usability, strengthen connectivity throughout the site, and establish a cohesive, high-quality recreational environment that will elevate Midway Park as safe and inviting public space in the Des Moines community.

During the term of this Agreement, the Psomas Inc. consultant team (Consultant) shall perform professional services for the City of Des Moines (City) on the Midway Park Open Space Design (Project). This scope of work includes:

- 100% Draft Bid Document PSE
  - Incorporation of community placemaking elements in the design (i.e. interpretive & wayfinding signage, decorative hardscape, upgraded site furnishings, public art integration via sculpture foundations)
- Bid-Ready (Permit Set) Document PSE
- Final Drainage Report
- Final Illumination Analysis & Report
- Early procurement memorandum & coordination (restroom and playground equipment)
- Additional Public Outreach (Task 3)
- Additional Grant Funding Assistance (Task 8)

### **General Supplement 1 Assumptions:**

1. *The 100% design, final drainage report, and final illumination report will be based on the consolidated City review comments provided in January-March 2026 on the 90% Plans, Specifications and Cost Estimate, and draft report submittals.*
2. *Scope has been added to Task 8 for Grant Funding Assistance in addition to existing grant support in the original contract. The City may request coordination and application writing for the following (3) three grants:*
  - a. ***WWRP – Recreation in the local parks category (due April 2026; Technical Review May 11-15, 2026)***

- i. *Coordination and application by Consultant is included in this scope of work.*
    - ii. *Compile content for project presentation per grant requirement.*
  - b. **Healthy Communities and Parks Fund - Fall 2026.** *Consultant shall provide coordination and grant application support for resubmittal of grant.*
  - c. **Outdoor Recreation Legacy Partnership (ORLP) from Recreation & Conservation Office (RCO; due February 2027)** *grant application and coordination by Consultant.*
3. *Consultant will provide design through Bid-Ready Document plans, specifications and cost estimate and the City will delay the construction until construction funds are fully secured for park renovations.*
  - a. *Once funding is secured, a final round for any necessary updates (i.e. dates, signatures and/or specification standards) to the "Bid Ready" Document plans, specifications and cost estimate will be provided and available for project advertising. This effort is not included in the scope.*
4. *New restroom structure and all play area equipment will be procured by the City separately and installed by the manufacturers.*
  - a. *Restroom structure and play area equipment manufacturers shall be procured through City's preferred purchasing cooperative - King County Director Association (KCDA).*
5. *Power, water, and cable utilities are available at the property frontage along S 221<sup>st</sup> Street.*
6. *Project work will be produced using Psomas CAD standards in AutoCAD 2024.*
7. *Project deliverables will be PDF documentation.*
8. *Specifications will be in WSDOT format, current edition.*
9. *At the end of the project, documents will be submitted to the City for records, in the format they were created in, i.e. InDesign, Word and Excel for cost estimates.*
10. *Scope of this work is for park improvements through Bid-Ready PSE.*
11. *Scope of this work does not include Construction Administration.*
12. *Ongoing permitting support will be provided in original contract with no change to services provided by Consultant.*

## Project Schedule

The anticipated project schedule and tasks are listed below. Review periods by the City and others are assumed to be three-four (3-4) weeks. The project schedule may be subject to adjustment by mutual agreement, whether initiated by the City or Consultant.

- March-April 2026: Grant Funding Assistance
- July 2026: 100% Draft Bid Documents Submission
- July 2026: Early Procurement Memo & Coordination
- July 2026: Final Drainage and Illumination Report
- August 2026: Bid-Ready PSE (Permit Set) Submission (signed/stamped PSE)
- May-Nov 2026: A Portion of Grant(s) Awarded (TBD)
- March-April 2027: Additional Grant Funding Assistance

### Anticipated schedule TBD beyond this point:

- Fall 2028: ALL Grant(s) Awarded
- Winter 2028: Permitting Approval (not included in scope)

- Winter 2028: Early Procurement (not included in scope)
  - 8 months lead time for Restroom/Play Equipment procurement
- Winter 2028: “Bid-Ready” PSE – update as needed depending on timeline of grant acquisition (not included in scope)
- Spring 2029 (earliest): Bidding Support (not included in scope)
- Spring 2029 (earliest): Cultural Resources Monitoring During Construction (not included in scope)
- Spring/Summer 2029: Construction Services (not included in scope)

**PROVIDED BY CONSULTANT**

The Consultant deliverables are provided within the tasks noted below.

**PROVIDED BY THE CITY**

The City will provide or obtain the following items:

- Environmental permitting and mitigation recommendations, to be completed by the City’s on-call environmental consultant
- Current City General Special Provisions, in word document format
- Current City front end contract information for specifications
- Current City standard details relevant to update from previous 90% submittal
- Permitting coordination and submittal
- Submittal reviews and approvals

**TASK 1A - MANAGEMENT/ADMINISTRATION/COORDINATION**

**Task 1A Objective:** Management of project team throughout the duration of the project, preparation of project schedule, coordination with City, coordination with project team, preparation of invoices. Providing QA/QC of plans, specifications, and cost estimates at each milestone submittal. Consultant will attend up to six (6) design coordination meetings with City Staff for project review, as well as two (2) site visits.

**Task 1A Work Elements:**

- 1.1a Project management (expiration end of 2027) and project schedule
- 1.2a Monthly progress reports and invoicing
- 1.3a QA/QC
- 1.4a Project coordination meetings (up to 8)

**Task 1A Deliverables:**

- Monthly progress reports including invoices, emailed.
- Meeting agendas and minutes, including summary of decisions made/needed resulting from design coordination meetings.

**Task 1A Assumptions:**

1. *Design coordination meetings will be held virtually.*
2. *The Consultant will provide timely and immediate notification of any work items or project developments constituting a change to the written scope of work and fee budget estimate and schedule.*
3. *The work of this task is estimated to be up to 20 months.*

### **TASK 3A – PUBLIC OUTREACH**

**Task 3A Objective:** Ensure timely communication and opportunities to receive knowledge and informative feedback. These efforts shall be key to bringing about widespread support for the project.

#### **Task 3A Work Elements:**

**3.1a Public Outreach Plan and Stakeholder Meetings** - The Consultant shall attend one (1) total City Council meeting. The Consultant shall work with the City in preparation for the City Council presentation.

**3.2a Outreach Material Preparation** - Consultant shall provide narrative and outline for presentation to City Council. The Consultant shall create draft of power point presentation based on City's comments on presentation narrative and outline. The Consultant shall address City comments through three (3) rounds of review of City Council presentation prior to finalizing the presentation content. The Consultant shall provide graphic renderings depicting various view of the project as well incorporated placemaking elements as desired by the City.

#### **Task 3a Deliverables:**

- (1) One Presentation Narrative and Outline (PDF)
- (3) Three Power Point Presentation Drafts (PPT)
- (1) One Final Power Point Presentation (PPT)
- (7) Seven 3D Rendering Views – including 2 NE looking aerial bird's eye (day/night), 2 SE looking aerial bird's eye (day/night), elevated pickleball court view, elevated west side view, elevated north side view

#### **Task 3 Assumptions:**

1. *The City will provide power point template for presentation.*

### **TASK 6A – FINAL DESIGN**

**Task 6A Objective:** Prepare 100% Draft Bid and Bid-Ready (Permit Set) plans, specifications, and cost estimates with professional stamps to City.

It is anticipated that the final design plans will include the following:

#### **PLAN**

- (1) Cover Sheet
- (1) Drawing Index and Abbreviation Sheet
- (1) Existing Conditions/Site Survey Control Plan
- (2) Site Prep and Erosion Control Plans and Details Sheets
- (3) Civil Site Plan and Details Sheets

- (6) Site Grading Plans, Points and Details Sheets
- (5) Storm Drainage Plan, Structure Inventory and Details Sheet
- (9) Site Elements Plan, Points, and Details Sheets
- (3) Illumination Plans and Details Sheets
- (3) Landscape Plans, Plant Schedule, and Details Sheets
- (3) Irrigation Plans, Schedule, and Details Sheets

#### Task 6A Work Elements:

- 6.3a Final Drainage Report (TIR)
- 6.4a Final Illumination Analysis & Report
- 6.5a Provide 100% Draft Bid & Bid-Ready Specifications (WSDOT 2026)
- 6.6a Provide 100% Draft Bid and Bid-Ready Cost Estimate
- 6.7a Provide 100% Draft Bid Plans
- 6.8a Provide Bid-Ready Plans (Permit Set)
- 6.9a Early Procurement Memo & Coordination

#### Task 6A Deliverables:

- Final Drainage Report (PDF)
- Final Illumination Analysis & Report (PDF)
- 100% Draft Bid and Bid-Ready Specifications (PDF)
- 100% Draft Bid and Bid-Ready Cost Estimates (PDF)
- 100% Draft Bid Plans (Permit Set) (PDF)
- Bid-Ready Plans (PDF)

#### Task 6A Assumptions:

1. *Project will use Washington State Department of Transportation (WSDOT) 2026 Standards and Specifications. Should specifications and standard details need to be updated to 2027 or 2028 current City and WSDOT standards and specifications, it is not included in the scope at this time and a supplement may be required.*
2. *Restroom structure and all play equipment for project will be off-the-shelf products (prefabricated), with plans and installation details provided by the manufacturer. City shall coordinate structural footing and foundation details provided and stamped by restroom and play equipment manufacturers' structural engineers for permitting.*
3. *Turnaround time for the City comments will be three-four (3-4) weeks for all milestone submittals.*

### **TASK 7 – PERMIT SUBMITTALS AND COORDINATION**

**Task 7 Objective:** Since Midway Park Open Space Design's progress through 90% design, the anticipated permit submittals and coordination required with the City for the project have evolved. This Supplement

1 removes original scope Task 7 language and replaces Task 7 language to clarify the Consultant's support between 100% Draft Bid and "Bid Ready" PSE (Permit Set) documentation. There is a no cost change to Task 7.

It is anticipated that the following permits prior to Construction Obligation for the Midway Park Project may include, but is not limited to the following:

- SEPA Checklist
- City Clearing & Grading Permit
- City Tree Removal Permit
- City Building Permit – Restroom structure
- City Building Permit – Playground structures and equipment
- City Electrical Permit – Restroom hook-up
- City Mechanical/Plumbing Permit – Restroom hook-up
- Southwest Suburban Sewer District (SWSSD) service Application – Restroom hook-up
- PSE Service Application – City park lighting
- City ROW Use Permit
- City Commercial Demolition Checklist
- Construction Stormwater General Permit (CSGP) – At time of bid if over one acre disturbance

#### **Task 7.1 Work Elements:**

7.1 The Consultant shall provide a supplemental site plan permit graphic, earthwork known quantities of cuts/fill volumes, electrical loads, and information from the design PS&E to the City for their incorporation into the anticipated City permit forms required for this project. This task also includes up to four (4) permit coordination meetings with the City and their Planning Department.

#### **Task 7.1 Deliverables:**

- Supplemental Site Plan Permit Graphic for attachment with Permit Application(s) (Assume two graphics that will support all applications identified above, with exception of building permits which will be provided by manufacturer). (PDF)
- Supplemental earthwork quantities and previously produced design information from the 100% PS&E and supporting reports that City can incorporate into the permit application forms. (word or PDF)
- Electrical loads and required information in support of PSE service application for City lighting. (word or PDF)

#### **Task 7.1 Assumptions:**

1. *All necessary permit application forms shall be completed and submitted by the City, their on-call subconsultants, or provided by the manufacturer dependent on park features that require building permit plans and documentation. This may include but is not limited to (restroom and playground equipment). It is not included in the scope for Consultant to be present or submit applications to the City Planning Dept.*
2. *The restroom structure and all play equipment shall be installed by manufacturers with final inspections of builder's work by the City.*

3. *City Building Permit Review is assumed to be 30-days total duration including weekends, from intake of permit documentation, further time for review and permit may affect project schedule.*
4. *Building permits typically procured during construction such as plumbing, HVAC, or electrical permits will be by City.*
5. *If City and/or Authority having jurisdiction of design elements adopts a newer building and/or design code than is assumed prior to City ready to submit building permit submittal, work to review and adjust project PSE documentation may be negotiated as an amendment to this contract.*

### **TASK 11 – Community Placemaking Elements**

**Task 11 Objective:** Prepare requested additional Midway Park Enhancements not originally scoped within design. These additional park elements will support the goal for Midway Park as a premier destination for physical activity, family gatherings, and community engagement.

#### **Task 11 Work Elements:**

- 11.1 The Consultant will design placemaking interpretive & wayfinding signage to be incorporated into the 100% Draft Bid PSE. This scope includes design of wayfinding as well as PSE production and incorporation into Special Provisions.
- 11.2 The Consultant will replace existing park decorative hardscape with updated features that creates low-maintenance, long lifespan, and high-end park features to be incorporated into the 100% Draft Bid PSE. This scope includes design of hardscape as well as PSE production and incorporation into Special Provisions.
- 11.3 The Consultant will replace existing park site furnishings with updated features that creates low-maintenance, long lifespan, and high-end park features to be incorporated into the 100% Draft Bid PSE. This scope includes design of site furnishings as well as PSE production and incorporation into Special Provisions.
- 11.4 The Consultant will provide design parameters for public art integration including sculpture foundations to be incorporated into the 100% Draft Bid PSE. This scope includes design of (up to 2) sculpture foundation location(s) as well as PSE production and incorporation into Special Provisions.

#### **Task 11 Deliverables:**

- Community Placemaking Elements shall be incorporated into 100% Draft Bid and Bid-Ready PSE provided in Task 6. No separate deliverable will be provided. (PDF)

#### **Task 11 Assumptions:**

1. *City will review proposed Community Placemaking Elements proposed and submitted in the 100% Draft Bid PSE Submittal. The City will provide comment, and no further changes will be made between 100% and Bid-Ready PSE Submittal.*

### **Other Services**

The City may require other services of the Consultant. These services might include other work tasks not included in the scope of work, such as final updates to “Bid-Ready” PSE depending on construction

obligation timeline and changes to codes and standards, Architectural Design, Cultural Resources Construction Monitoring, Environmental permitting, or Construction Administration.

The scope of these services will be determined at the sole discretion of the City. At the time these services are required, the Consultant shall provide a detailed scope of work and estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Work under the management reserve shall not be performed without approval and written authorization by the City.

DRAFT

**EXHIBIT B  
PRIME CONSULTANT COST COMPUTATIONS**

**Client:** City of Des Moines  
**Project Name:** Midway Park Open Space Design - Supplement 1  
**Psomas Project Number:** 9DES010400  
**Date:** 4/9/2026

| Task No.                                                          | Task Description                                   | Labor Hour Estimate |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              | Total Hours and Labor Cost Computations by Task |                                   |                      |
|-------------------------------------------------------------------|----------------------------------------------------|---------------------|-----------------------|-------------------|--------------------|--------------------|-------------------|----------------------|------------------------------|--------------------------------|----------------------|-----------------------|-----------------------|----------------------|-----------------------|--------------|-------------------------------------------------|-----------------------------------|----------------------|
|                                                                   |                                                    | Principal           | Engineering Manager I | Senior Engineer I | Senior Engineer II | Project Engineer I | Design Engineer I | Urban Design Manager | Senior Landscape Architect I | Project Landscape Architect II | Landscape Designer I | Landscape Designer II | Environmental Manager | Construction Manager | Senior CAD Technician | Senior Admin | Hours                                           | Totals                            |                      |
|                                                                   |                                                    | \$318.00            | \$260.00              | \$216.00          | \$238.00           | \$181.00           | \$145.00          | \$239.00             | \$200.00                     | \$181.00                       | \$115.00             | \$126.00              | \$252.00              | \$226.00             | \$175.00              | \$155.00     |                                                 |                                   |                      |
| <b>Task 1A - Project Coordination, Management, Administration</b> |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 |                                   |                      |
| 1.1a                                                              | Project Management (20 months)                     |                     |                       |                   |                    |                    |                   |                      | 20                           |                                |                      |                       |                       |                      |                       |              | 20                                              | \$ 4,000.00                       |                      |
| 1.2a                                                              | Monthly Progress Reports & Invoicing               |                     |                       |                   |                    |                    |                   |                      | 10                           |                                |                      |                       |                       |                      |                       | 4            | 14                                              | \$ 2,620.00                       |                      |
| 1.3a                                                              | QA/QC                                              |                     | 4                     | 16                | 4                  |                    |                   | 4                    | 16                           | 12                             |                      |                       | 16                    |                      |                       |              | 72                                              | \$ 15,392.00                      |                      |
| 1.4a                                                              | Project Coordination Meetings                      |                     | 2                     | 8                 |                    | 8                  | 8                 | 2                    | 12                           | 8                              | 4                    | 12                    |                       |                      |                       |              | 64                                              | \$ 11,154.00                      |                      |
|                                                                   | <b>Task Total</b>                                  | <b>0</b>            | <b>6</b>              | <b>24</b>         | <b>4</b>           | <b>8</b>           | <b>8</b>          | <b>6</b>             | <b>58</b>                    | <b>20</b>                      | <b>4</b>             | <b>12</b>             | <b>0</b>              | <b>16</b>            | <b>0</b>              | <b>4</b>     | <b>170</b>                                      | <b>\$ 33,166.00</b>               |                      |
| <b>Task 3A - Public Outreach</b>                                  |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 |                                   |                      |
| 3.1a                                                              | Stakeholder meeting                                |                     | 2                     |                   |                    |                    |                   |                      | 2                            |                                |                      |                       |                       |                      |                       |              | 4                                               | \$ 1,036.00                       |                      |
| 3.2a                                                              | Outreach material                                  |                     | 3                     |                   |                    | 1                  | 29                | 1                    | 35                           |                                | 28                   | 82                    |                       |                      |                       |              | 179                                             | \$ 26,131.00                      |                      |
|                                                                   | <b>Task Total</b>                                  | <b>5</b>            | <b>0</b>              | <b>0</b>          | <b>0</b>           | <b>1</b>           | <b>29</b>         | <b>1</b>             | <b>37</b>                    | <b>0</b>                       | <b>28</b>            | <b>82</b>             | <b>0</b>              | <b>0</b>             | <b>0</b>              | <b>0</b>     | <b>183</b>                                      | <b>\$ 27,167.00</b>               |                      |
| <b>Task 6A - Final Design</b>                                     |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 |                                   |                      |
| 6.3a                                                              | Final Drainage Report (TIR)                        |                     |                       |                   | 2                  | 20                 |                   |                      |                              |                                |                      |                       |                       |                      |                       |              | 22                                              | \$ 4,096.00                       |                      |
| 6.4a                                                              | Final Illumination Analysis & Report               |                     | 4                     |                   |                    |                    | 16                |                      |                              |                                |                      |                       |                       |                      |                       |              | 20                                              | \$ 3,360.00                       |                      |
| 6.5a                                                              | 100% Draft Bid and Bid-Ready Specifications        |                     |                       | 8                 |                    | 20                 | 4                 | 2                    | 16                           | 16                             |                      | 24                    |                       |                      |                       |              | 90                                              | \$ 15,526.00                      |                      |
| 6.6a                                                              | 100% Draft Bid and Bid-Ready Cost Estimate         |                     |                       | 4                 |                    | 12                 | 2                 | 2                    | 8                            | 8                              |                      | 20                    |                       |                      |                       |              | 56                                              | \$ 9,372.00                       |                      |
| 6.7a                                                              | 100% Draft Bid Plans                               |                     | 4                     | 20                | 4                  | 60                 | 80                | 4                    | 8                            | 16                             | 12                   | 80                    |                       |                      |                       | 4            | 292                                             | \$ 46,384.00                      |                      |
| 6.8a                                                              | Bid-Ready Plans (Permit Set)                       |                     | 2                     | 16                | 2                  | 40                 | 40                | 2                    | 8                            | 8                              | 8                    | 40                    |                       |                      |                       | 2            | 168                                             | \$ 27,328.00                      |                      |
| 6.9a                                                              | Early Procurement Memo & Coordination              |                     |                       |                   |                    |                    |                   |                      | 2                            | 8                              |                      | 16                    |                       |                      |                       |              | 26                                              | \$ 3,864.00                       |                      |
|                                                                   | <b>Task Total</b>                                  | <b>0</b>            | <b>10</b>             | <b>48</b>         | <b>8</b>           | <b>152</b>         | <b>142</b>        | <b>10</b>            | <b>42</b>                    | <b>56</b>                      | <b>20</b>            | <b>180</b>            | <b>0</b>              | <b>0</b>             | <b>6</b>              | <b>0</b>     | <b>674</b>                                      | <b>\$ 109,930.00</b>              |                      |
| <b>Task 8 - Grant Funding Assistance</b>                          |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 |                                   |                      |
| 8.1a                                                              | Grant coordination and assistance (up to 3 grants) |                     |                       |                   |                    |                    |                   |                      | 8                            |                                | 2                    | 40                    |                       |                      |                       |              | 50                                              | \$ 6,870.00                       |                      |
|                                                                   | <b>Task Total</b>                                  | <b>0</b>            | <b>0</b>              | <b>0</b>          | <b>0</b>           | <b>0</b>           | <b>0</b>          | <b>0</b>             | <b>8</b>                     | <b>0</b>                       | <b>2</b>             | <b>40</b>             | <b>0</b>              | <b>0</b>             | <b>0</b>              | <b>0</b>     | <b>50</b>                                       | <b>\$ 6,870.00</b>                |                      |
| <b>Task 11 - Community Placemaking Elements</b>                   |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 |                                   |                      |
| 11.1                                                              | Interpretive & Wayfinding Signage (2 sheets)       |                     |                       |                   |                    | 4                  |                   |                      | 4                            | 8                              | 40                   | 40                    |                       |                      |                       |              | 96                                              | \$ 12,612.00                      |                      |
| 11.2                                                              | Decorative Hardscape (1 sheet)                     |                     |                       |                   |                    | 4                  |                   |                      | 2                            | 8                              | 40                   | 24                    |                       |                      |                       |              | 78                                              | \$ 10,196.00                      |                      |
| 11.3                                                              | Site Furnishing Upgrades                           |                     |                       |                   |                    | 4                  |                   |                      | 2                            |                                |                      | 12                    |                       |                      |                       |              | 18                                              | \$ 2,636.00                       |                      |
| 11.4                                                              | Public Art Parameters & Sculpture Foundations      |                     |                       |                   |                    | 4                  |                   |                      | 2                            | 8                              | 8                    | 8                     |                       |                      |                       |              | 30                                              | \$ 4,500.00                       |                      |
|                                                                   | <b>Task Total</b>                                  | <b>0</b>            | <b>0</b>              | <b>0</b>          | <b>0</b>           | <b>16</b>          | <b>0</b>          | <b>0</b>             | <b>10</b>                    | <b>24</b>                      | <b>88</b>            | <b>84</b>             | <b>0</b>              | <b>0</b>             | <b>0</b>              | <b>0</b>     | <b>222</b>                                      | <b>\$ 29,944.00</b>               |                      |
|                                                                   | <b>Total Labor Hours and Fee</b>                   | <b>0</b>            | <b>16</b>             | <b>72</b>         | <b>12</b>          | <b>176</b>         | <b>150</b>        | <b>16</b>            | <b>118</b>                   | <b>100</b>                     | <b>114</b>           | <b>316</b>            | <b>0</b>              | <b>16</b>            | <b>6</b>              | <b>4</b>     | <b>1,116</b>                                    | <b>\$ 207,077.00</b>              |                      |
| <b>Reimbursable Direct Non-Salary Costs</b>                       |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 |                                   |                      |
|                                                                   |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 | Mileage at current IRS rate       |                      |
|                                                                   |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 | Reproduction Allowance            |                      |
|                                                                   |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 | <b>Total Reimbursable Expense</b> | \$ -                 |
|                                                                   |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 | <b>Management Reserve</b>         | \$ -                 |
|                                                                   |                                                    |                     |                       |                   |                    |                    |                   |                      |                              |                                |                      |                       |                       |                      |                       |              |                                                 | <b>Total Estimated Budget</b>     | <b>\$ 207,077.00</b> |

**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: 5th and 212th Pipe Replacement Project**

**ATTACHMENTS:**

1. Task Assignment 2026-05 with Psomas

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Public Works

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

Public Works

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**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval of the 2026-2027 On-Call General Civil Engineering Services, Task Assignment 2026-05 (Attachment 1) with Psomas, to provide continued engineering and permitting services on the 5<sup>th</sup> and 212<sup>th</sup> Pipe Replacement Project.

**Suggested Motion:**

**Motion:** "I move to approve the 2026-2027 On-Call General Civil Engineering Services, Task Assignment 2026-05 with Psomas to provide engineering and permitting services for the 5th and 212th Pipe Replacement Project in the amount of \$217,413.65 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

**Background**

This project in the City's North Hill neighborhood was identified in the 2015 Storm Water Management Comp Plan as a high priority project. This project would install a new stormwater conveyance system on 5<sup>th</sup> Ave S, S 212<sup>th</sup> St, 4<sup>th</sup> PI S, and S 210<sup>th</sup> St.

Proposed project elements include both 12-inch and 18-inch drainage pipe, catch basins, storm drain manholes, and the associated excavation and restoration work in the roadways and shoulders.

**Discussion**

The proposed task assignment with Psomas initiates design of the project, including permitting support in preparations for construction next year. This project consists of both replacing aging storm drainage infrastructure as well as installing new pipe and structures where there were not previously.

**Alternatives**

The City Council could elect not to approve the 2026-2027 On-Call General Civil Engineering Services, Task Assignment 2026-05 with Psomas to provide engineering and permitting services. The City does not have adequate resources to complete the preliminary project engineering and permitting internally. This would cause project delays.

**Financial Impact**

The City's CIP Budget includes revenues to achieve full project funding for this Consultant Services Contract.

**Recommendation**

Staff recommends adoption of the motion.

# EXHIBIT A-1

## CITY OF DES MOINES 5TH & 212<sup>TH</sup> DRAINAGE IMPROVEMENTS

### DESIGN SERVICES

### SCOPE OF WORK

*April 8, 2026*

#### **A. PROJECT DESCRIPTION / BACKGROUND**

The City of Des Moines would like a complete design to improve stormwater drainage upgrades along the approximate following limits:

- East side of 4<sup>th</sup> PI S (12" Diameter = 420 LF)
- North side of S 210<sup>th</sup> St (12" Diameter = 340 LF)
- East side of 5<sup>th</sup> Ave S (12" Diameter = 900 LF)
- North side of S 212<sup>th</sup> St, (18" Diameter = 950 LF),
- Minor stormwater pipe extension along north side of Des Moines Memorial Dr S all within City right-of-way at intersection of S 212<sup>th</sup> St. (12" Diameter = 100 LF)

This task order will include topographic survey and drainage investigation and final design alignment, profile, and surface restoration to tie-into existing nearby network. Environmental and geotechnical groundwater reviews will also be included to support the design and necessary permits. The proposed improvements will include approximately 10 EA Type 1 catch basin inlets as well as 12 EA Type 2 48" Diam. Catch basins to connect the proposed and existing networks.

This project is locally funded for both design and construction.

#### **B. ASSUMPTIONS**

The following are project assumptions:

- All proposed stormwater pipe will be Corrugated Polyethylene Pipe (CPEP) unless ground cover is minimal, in which ductile iron may be considered.
- The proposed 18" diameter pipe along S 212<sup>th</sup> St will replace existing network within same alignment and profile starting from 5<sup>th</sup> Ave S, through undeveloped area on S 212<sup>th</sup> St, and down slope side where existing network ties into Des Moines Memorial Dr. S.
- Stormwater hydraulic capacity analysis is NOT included in this project scope and will not be required. It is understood the City has already determined the proposed 12" and 18" diameter pipe as well as existing downstream network have the capacity to include this project's proposed runoff collection system.
- Critical Areas analysis/report is NOT included in this project scope.
- Arborist and tree analysis is NOT included in this project scope.
- The City will be submitting the required permits on this project. Psomas will be preparing checklists and filling out permit applications forms as described in below Work Element, but will not be formally submitting to the City Permit/Planning Dept. nor paying for any permit review fees.

## EXHIBIT A-1

- The City will be coordinating and completing all public outreach on this project.
- No ROW acquisition or temporary easements will be required for proposed improvements.
- Horizontal and vertical datums utilized will be NAD83/2011 and NAVD88 respectively.

### C. PSOMAS DELIVERABLES

Deliverables prepared by the Consultant are identified at the end of each work element.

### D. CITY OF DES MOINES PROVIDED ITEMS:

The City of Des Moines will provide / prepare the following:

- Any adjacent development permits, plans, consultations, reports available through public records.
- Submittal reviews, comments, and approvals (one (1) compiled set per submittal)
- As-built plans, GIS maps, or other existing mapping available
- Boiler plate City Contract specifications (word format)

### E. SCOPE OF WORK

#### WORK ELEMENT 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1. The Consultant will provide continuous project management for the project duration through the final design phase (estimate 15 months – June 2027).
- 1.2. The Consultant shall perform two site visits with Client and stakeholders to review site conditions. (assume two Psomas employees in attendance).
- 1.3. The Consultant shall attend coordination and submittal review meetings with City staff. (assumes 1-hr monthly meeting with two Psomas employees in attendance).
- 1.4. Provide internal QA/QC for all formal submittals.

*Work Element 1 Deliverables:*

- *Monthly Progress Reports*
- *Monthly Invoices*

#### WORK ELEMENT 2 – SURVEY AND BASE MAPPING

**Limits of the survey shall be as follows:**

- 4<sup>th</sup> PI S – ROW to ROW. Driveway entrances may need 15-30' more on steep driveways. (420 LF) Starting at approximately 20901 4<sup>th</sup> PI S and running south to S 210<sup>th</sup> St.
- S 210<sup>th</sup> St – ROW to ROW. Driveway entrances may need 15-30' more on steep driveways. (340 LF) Starting at 5<sup>th</sup> Ave S and running west, 75 feet west of 4<sup>th</sup> PI S.
- 5<sup>th</sup> Ave S – ROW to ROW. Driveway entrances may need 15-30' more on steep driveways. (900 LF) starting approximately 20903 5<sup>th</sup> Ave S.

## EXHIBIT A-1

- S 212<sup>th</sup> St - 20' strip centered on existing 18" diameter storm alignment. (950 LF). Between 5<sup>th</sup> Ave S and Des Moines Memorial Drive S. Including through undeveloped area and slope side where existing network ties into Des Moines Memorial Dr. S.
- Minor stormwater pipe extension along north side of Des Moines Memorial Dr S all within City right-of-way at intersection of S 212<sup>th</sup> St. (100 LF) At address 21045 Des Moines Memorial Dr S.
- Existing storm pipe network on intersecting streets - pick up one catch basin upstream of existing network where replacement or tie-in point is anticipated. This does not include topography. This includes existing catch basin RIM and DIPs.

- 2.1. The Consultant shall establish horizontal and vertical control points along the corridor and within the project limits described above. Approximately fifteen control points will be established and made available for use during construction. The Consultant will locate, field survey, and calculate positions for monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project. Monuments or corners to be located and field surveyed may include section corners, side street monuments, and monuments.

The Consultant will provide mapping work to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD Civil 3D format of the project within the limits described above. The survey will be oriented to horizontal and vertical datums of NAD83/2011 and NAVD88 respectively. In addition to field mapping planimetric features and utilities, field survey will include building faces, building corners, pavement edges, signs, significant trees, curbs, sidewalks, utility poles, signal poles, gravity utility invert elevations at key locations, critical area boundaries/or wetland areas (delineated by field flagging by others), buffers, stream delineation, and OHWM (as delineated by others), areas and other surface features within the mapping area as describe above.

The Consultant shall subcontract with a locate company to paint utility locations within the project corridor so that they can be surveyed. The Consultant shall conduct field survey to locate paint marks and surface feature (valves, manholes, catch basins, junction boxes, vaults). Irrigation systems will not be included. The Consultant will prepare a utility base map from this information. While every reasonable effort will be made by Psomas to depict the location of underground utilities based on utility locates, Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.

- 2.2. The Consultant shall prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to Psomas CADD standards. The

## EXHIBIT A-1

base map will include information collected in Tasks 2.1 above. One-foot contours will be generated from the DTM.

Calculations for ROW centerline and ROW lines. Using available survey research information and the survey work described above, calculate location and surveyed corners, roadway features and monuments. The Consultant will determine the centerline roadway alignments within the project limits as defined in this scope. The ROW centerline will be defined geometrically using Washington state plane coordinates and stationing will be assigned to the alignment.

### *Work Element 2 Assumptions:*

- *The project is fully in City ROW. No new property rights will be required.*

### *Work Element 2 Deliverables:*

- *Electronic topographic basemap in Psomas AutoCAD Civil 3D 2024 format*
- *Electronic Existing ROW basemap in Psomas AutoCAD Civil 3D 2024 format*

## **WORK ELEMENT 3 – PRELIMINARY DESIGN**

- 3.1. Compile and review data and records from the City, including record drawings, GIS data, and relevant previously prepared reports.
- 3.2. The Consultant shall prepare 30% Plans for review and approval by the City. The 30% Plans will provide the proposed stormwater alignment layout and profile over the topographic basemap. The City will review the 30% submittal and confirm the proposed project layout. This submittal and comment response will provide the basis for final design and future utility conflict/resolution coordination. It is anticipated that the Plan Set will include the following:
  - Coversheet - Title and Index with a vicinity map (1 sheet)
  - Legends, Abbreviations, Survey Control and General Notes (1 sheet)
  - Roadway/Storm Details (1 sheet)
  - Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (8 sheets)
  - Storm Drainage Plan and Profiles (11 sheets)

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22 Total Sheets
- 3.3. The Consultant shall calculate quantities and prepare a high-level construction cost estimate in support of the 30% Plans.

### *Work Element 3 Assumptions:*

- *The proposed storm alignment will follow anticipated lateral roadway side (NSEW) provided in project description. The proposed storm alignment will attempt to shift relative to existing conditions to avoid existing utilities identified on the topographic*

## EXHIBIT A-1

*basemap. Major redesign of pipe network alignment(s) and/or depths following the 30% submittal are not included in this scope.*

### *Work Element 3 Deliverables:*

- *30% Submittal: Half-size (11"x17") Plans Electronic PDF)*
- *30% Engineer's High level Construction Cost estimate (Electronic PDF)*

### **WORK ELEMENT 4 – FINAL DESIGN**

4.1. The Consultant shall prepare 60% Plans and construction cost estimate for review and approval by the City. The 60% Plans will be formatted to provide sufficient detail for convenient field layout of all proposed improvements. City Standard Details and WSDOT Standard Plans will be supplemented with project specific details as required. The 60% Plans will incorporate 30% comments from the City including data discovered from environmental, geotechnical, and utility coordination review. The City will review the 60% submittal and confirm the project includes all desired elements and will provide the basis for final design. Plans will include:

- Coversheet - Title and Index with a vicinity map (1 sheet)
  - Legends, Abbreviations, Survey Control and General Notes (1 sheet)
  - Roadway/Storm Details (2 sheets)
  - Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (8 sheets)
  - Storm Drainage Plan and Profiles including surface restoration (11 sheets)
- 
- 23 Total Sheets

4.2. The Consultant shall prepare 100% (draft bid) Check Set Plans, Specifications, and Estimate. The 100% Plans will incorporate comments from previous 60% submittal, as applicable. Plans will be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City Standard Details and WSDOT Standard Plans will be supplemented with specific details as required. The Plan information will include:

- Coversheet - Title and Index with a vicinity map (1 sheet)
  - Legends, Abbreviations, Survey Control and General Notes (1 sheet)
  - Roadway/Storm Details (2 sheets)
  - Site Preparation and Temporary Erosion and Sediment Control (TESC) Plan (8 sheets)
  - Storm Drainage Plan and Profiles including surface restoration (11 sheets)
- 
- 23 Total Sheets

4.3. The Consultant shall prepare bid documents for advertisement and award by the City. The Consultant shall coordinate bid documents to Builders Exchange (BXWA).

## EXHIBIT A-1

- 4.4. Consultant will prepare addenda and respond to bidder questions relayed through the City. It is assumed that the Consultant will prepare up to two (2) addenda and respond to up to three (3) email questions.

### *Work Element 4 Assumptions:*

- *Call-before-you-dig utility locates will be initiated by the Contractor prior to construction.*
- *WSDOT Standard Specifications and Standard Plans and City Standard details will be referenced on the Plan Sheets and included in future specifications appendices.*
- *The City will initiate and coordinate Call for Bids to publications prior to advertisement.*

### *Work Element 4 Deliverables:*

- *60% Submittal: Half-size (11"x17") Plans and Engineer's Construction Cost estimate (Electronic PDF)*
- *100% Submittal: Half-size (11"x17") Plans, Specifications and Engineer's Construction Cost estimate (Electronic PDF)*
- *Bid Document Submittal: Half-size (11"x17") Plans, Specifications and Engineer's Construction Cost estimate (Electronic PDF and (3) sets of 11x17 Plan Set Hard Copies and (3) sets of 8.5x11 Specifications, as requested)*

## **WORK ELEMENT 5 – STORMWATER ANALYSIS**

- 5.1. The Consultant shall attend one (1) site visit to evaluate the existing storm system and conduct on and off-site analyses including (but not limited to) the following:
- Evaluation of existing topography, ground coverage, and runoff characteristics.
  - Identification of existing drainage issues.
  - Mapping/verification of existing discharge point(s) and downstream flowpath(s).
- 5.2. The Consultant shall prepare a Preliminary/Draft (60%) and Final (100%) Technical Information Report (TIR) with associated figures, appendices documenting compliance with all applicable requirements of the governing stormwater manual and/or addenda.

### *Work Element 5 Assumptions:*

- *The City has indicated that stormwater capacity analyses, including delineation and hydrologic modeling of existing tributary basin(s) and subsequent hydraulic modeling of the proposed storm system, will not be required as a review of necessary pipe diameter(s) has previously been completed. Consultant assumes no responsibility for resultant backwater issues should prior evaluation(s) prove inaccurate.*

## EXHIBIT A-1

- *This project is subject to the 2021 King County Surface Water Design Manual (KCSWDM).*
- *This project is considered a utility project and is assumed to construct less than 2,000 sf of new plus replaced impervious surface outside of proposed utility work/pavement restoration. Consultant assumes the project is subject to a Targeted Drainage Review per the 2021 KCSWDM.*

### *Work Element 5 Deliverables:*

- *Draft and Final Stormwater TIR (Electronic PDF)*

## **WORK ELEMENT 6 – PERMITTING & UTILITY COORDINATION**

- 6.1. The Consultant shall prepare SEPA Checklist for coordination and processing by the City. This includes site visit (assume 4 hours for one Psomas employee to walk project site and verify the absence of critical areas). This subtask includes preparation of a draft and final project-specific Environmental Checklist to satisfy the State Environmental Policy Act (SEPA). Consultant cultural resources staff will review previous cultural resource surveys in the project vicinity as well as ethnographic records and relevant geological information, documenting findings in part of SEPA Checklist Question 13. The Consultant will also prepare an Inadvertent Discovery Plan for project construction, and the City's requirement for contractor adherence and the IDP will be discussed in the SEPA Checklist. For purposes of this scope of services, Psomas has assumed that the City will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. At this time, it is reasonable to assume that no additional environmental studies would be necessary to complete the SEPA documentation and that the SEPA determination will be a Determination of Non-Significance (DNS). The COUNTY will be responsible for processing and publishing the checklist and SEPA determination and responding to public and agency comments. The CONSULTANT will prepare a draft and final project-specific Environmental Checklist for the project.
- 6.2. Cultural resources information is required in the SEPA Checklist under Question 13. Although the project is not subject to Section 106 or Executive Order 21-02, as no federal or state capital funding is attached to the project, the City has responsibility to coordinate with affected Tribes. If needed, the consultant cultural resources staff will prepare a Cultural Resources Assessment for the project. This will include: a review of the natural and cultural background of the Project Area, a review of the DAHPs Washington Information System for Architectural and Archaeological Records Data (WISAARD) database, a review of historic maps and archival materials, development of expectations for intact cultural resources to exist within the Project Area, and recommendations for additional work, if any. If appropriate, subsurface investigation (a maximum of eight shovel probes) will be completed to support the assessment.

## EXHIBIT A-1

- 6.3. The Consultant shall prepare Critical Areas Permit Application Form and a short memorandum that documents the lack of streams, wetlands, buffers, and other critical areas (with the exception of geohazards, which will be analyzed in the Geotechnical Report prepared for the project.
- 6.4. The Consultant shall prepare Grading Permit Application Form.
- 6.5. The Consultant will coordinate with Franchise Utilities for potholing and conflict identification (and relocations if necessary). If Franchise Utilities have any planned franchise system upgrades, those designs will be included as appendices in the specifications. A supplement may be required to coordinate and incorporate any separate upgrade designs into the contract drawings and final PS&E. The Consultant shall prepare pothole plans that include all franchise utilities located, and coordinate with pothole company to complete field work. Franchise utility providers will be responsible for cost of performing potholes and will be invoiced directly by the Pothole company. A reimbursable allowance has been added to the cost to cover City owned utility potholes.

### *Work Element 6 Assumptions:*

- *The Critical Areas Review Permit Supplemental Submittal Requirements will utilize the prepared TESC & Site Preparation Plans, Storm Plan and Profile sheets, and stormwater and geotechnical data collected in previous work elements as attachments to the Application Form. Additional plan sheets and reports will not be required. The environmentally critical areas anticipated within project footprint may be erosion and landslide hazard areas and hillsides. No regulated streams, wetlands, or buffers are present in the project area. Written justification, special studies, mitigation plans, mailing labels, and fees will not be provided with application form.*
- *The Grading Permit Supplemental Submittal Requirements will utilize the prepared TESC & Site Preparation Plans, Storm Plan and Profile sheets, and stormwater and geotechnical data collected in previous work elements as attachments to the Application Form. Additional plan sheets and reports will not be required. Slope Disturbance Plan is not required as a supplement to Grading Application.*
- *No fees or public noticing will be provided for SEPA Checklist, Critical Areas Review Application, and Grading Application Forms. City will internally submit and pay any fees for Planning Dept. Review.*
- *No cultural or historic resources are anticipated to be impacted by the project. All stormwater trenching is expected to occur within previously disturbed ground and storm piping will be replaced in existing storm alignments or near existing various underground utilities. If needed, a Cultural Resources Assessment will be completed that may include subsurface investigation, if appropriate. This scope does not include the preparation of any Historic Property Inventories (HPIs) or archaeological site or isolate forms*
- *Franchise Utilities will provide as-built and record drawings available.*
- *Franchise Utilities will provide conflict/resolution design solutions for conflicts with stormwater design.*

## EXHIBIT A-1

### *Work Element 6 Deliverables:*

- *Draft SEPA Checklist (Electronic PDF)*
- *Final SEPA Checklist (Electronic PDF)*
- *Grading Permit Application (Electronic PDF)*
- *Critical Areas Memo (Electronic PDF)*
- *Critical Areas Review Application (Electronic PDF)*
- *Inadvertent Discovery Plan (IDP) (Electronic PDF)*
- *Draft Cultural Resources Assessment (Electronic PDF)*
- *Final Cultural Resources Assessment (Electronic PDF)*
- *Pothole Plan (11x17 Electronic PDF)*
- *Pothole Data – provided by Franchise Utility Provider*

### **WORK ELEMENT 7 – GEOTECHNICAL ANALYSIS**

7.1. See attached subconsultant scope.

### *Work Element 7 Assumptions:*

- *Call-before-you-dig utility locates will be initiated by the City prior to geotechnical analysis.*

### *Work Element 7 Deliverables:*

- *See attached subconsultant deliverables.*

### **ADDITIONAL SERVICES**

The City may require additional services of the Consultant. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- Additional topographic survey services.
- Additional geotechnical reconnaissance and investigation for infiltration.
- Additional stormwater analysis and design.
- Critical Areas analysis and mitigation design.
- Additional services requested from the City.

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.



| <b>Task 6 - PERMITTING &amp; UTILITY COORDINATION</b>                             |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           |                                    |                      |                      |
|-----------------------------------------------------------------------------------|----------------------------------------|-----------|-----------|------------|------------|------------|------------|----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|------------------------------------|----------------------|----------------------|
| 6.1                                                                               | Site Visit & SEPA Checklist            | 2         |           | 1          | 2          |            | 2          |          |           |           |           |           | 2        | 12        | 24        | 2        |           | 6         | 4         |           | 57                                 | \$ 10,324.00         |                      |
| 6.2                                                                               | Cultural Resources                     |           |           |            |            |            |            |          |           |           |           |           |          |           |           | 4        | 16        | 36        | 10        |           | 66                                 | \$ 11,886.00         |                      |
| 6.2A                                                                              | Critical Areas Permit Application Form |           |           | 1          | 6          |            | 4          |          |           |           |           |           | 1        | 8         |           |          |           |           |           |           | 20                                 | \$ 3,824.00          |                      |
| 6.3                                                                               | Grading Permit Application Form        |           |           | 1          | 8          |            | 4          |          |           |           |           |           | 1        | 6         |           |          |           |           |           |           | 20                                 | \$ 3,788.00          |                      |
| 6.4                                                                               | Franchise Utility Coordination         |           |           | 6          | 16         | 8          | 24         |          |           |           |           |           |          |           |           |          |           |           |           |           | 54                                 | \$ 9,900.00          |                      |
| <b>Task Total</b>                                                                 |                                        | <b>2</b>  | <b>0</b>  | <b>9</b>   | <b>32</b>  | <b>8</b>   | <b>34</b>  | <b>0</b> | <b>0</b>  | <b>0</b>  | <b>0</b>  | <b>0</b>  | <b>4</b> | <b>26</b> | <b>24</b> | <b>6</b> | <b>16</b> | <b>42</b> | <b>14</b> | <b>0</b>  | <b>0</b>                           | <b>217</b>           | <b>\$ 39,722.00</b>  |
| <b>Task 7 - GEOTECHNICAL ANALYSIS - SEE ATTACHED GEOENGINEERS SCOPE &amp; FEE</b> |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           |                                    |                      |                      |
| <b>Total Labor Hours and Fee</b>                                                  |                                        | <b>14</b> | <b>12</b> | <b>101</b> | <b>126</b> | <b>108</b> | <b>192</b> | <b>8</b> | <b>72</b> | <b>24</b> | <b>72</b> | <b>14</b> | <b>4</b> | <b>26</b> | <b>24</b> | <b>6</b> | <b>16</b> | <b>42</b> | <b>14</b> | <b>30</b> | <b>16</b>                          | <b>921</b>           | <b>\$ 181,506.00</b> |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | <b>5.0%</b>                        | <b>\$ 4,537.65</b>   |                      |
| <b>Subconsultants</b>                                                             |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           |                                    |                      |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | Utility Locates                    | \$ 6,500.00          |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | GeoEngineers                       | \$ 22,900.00         |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | Subtotal                           | \$ 29,400.00         |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | Administrative Charge (5%)         | \$ 1,470.00          |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | <b>Total Subconsultant Expense</b> | <b>\$ 30,870.00</b>  |                      |
| <b>Reimbursable Direct Non-Salary Costs</b>                                       |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           |                                    |                      |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | Mileage at current IRS rate        | \$ 250.00            |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | Reproduction Allowance             | \$ 250.00            |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | <b>Total Reimbursable Expense</b>  | <b>\$ 500.00</b>     |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | Management Reserve                 | \$ -                 |                      |
|                                                                                   |                                        |           |           |            |            |            |            |          |           |           |           |           |          |           |           |          |           |           |           |           | <b>Total Estimated Budget</b>      | <b>\$ 217,413.65</b> |                      |

**City Council  
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

**SUBJECT: Midway Soccer Field Design**

**ATTACHMENTS:**

1. Task Assignment 2026-02 with Psomas
2. Midway Soccer Field Design PowerPoint

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Public Works

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

Public Works

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**Purpose and Recommendation**

The purpose of this presentation is to highlight the opportunity to add two youth soccer fields to the lawn adjacent to Midway Park and to seek City Council approval of Task Assignment 2026-02 from the 2026-2027 On-Call Engineering Services Contract with Psomas (Attachment 1) to provide complete design and permitting services for the Midway Park Soccer Field Project.

**Suggested Motion:**

**Motion:** "I move to approve Task Assignment 2026-02 with Psomas (Attachment 1) to provide complete design and permitting services for the Midway Park Soccer Field Project in the amount of \$49,924.00 and further authorize the City Manager to sign said Task Assignment substantially in the form submitted."

**Background**

The proposed project site is a grassy lawn adjacent to Midway Park, owned by Puget Sound Energy (PSE) as part of its electrical substation property and currently permitted for City use.

In 2025, the City partnered with Psomas to develop concept plans and evaluate the feasibility of adding youth soccer fields to the site. PSE has been consulted and indicated openness to the concept, with formal approval to follow completion of its review process.

Preliminary layouts show that the leased area can accommodate up to two youth soccer fields.

**Discussion**

The proposed task assignment with Psomas would take the initial layout work and initiate final design and permitting for the project. Proposed project elements include grading work, irrigation, paint, and equipment procurement.

**Alternatives**

The City Council could elect not to approve the Task Assignment with Psomas. However, the City does not have sufficient internal capacity to complete design and permitting. As a result, the project would be deferred until a consultant is engaged to perform this work.

**Financial Impact**

The City's CIP Budget includes revenues to achieve full project funding for this Consultant Services Contract.

**Recommendation**

Staff recommends adoption of the motion.



## FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2026-02

The general provisions and clauses of Agreement 2026-2027 On-Call General Civil Engineering Services

Shall be in full force and effect for this Task Assignment.

Location of Project: Puget Sound Energy (PSE) permitted parcel west of Midway Park (Permit No. 09-22-04-2023-1121), along S 221st St, Des Moines, WA.

Project Title: Soccer Fields Final Design & Construction Engineering Support

Maximum Amount Payable Per Task Assignment: \$49,924.00

Completion Date: December 31, 2026

Description of Work: Final Design and Construction Engineering Support for Soccer Fields. See attached Exhibit A.

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Agency Project Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Oral Authorization Date: \_\_\_\_\_ See Attachment Dated: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Approving Authority: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

### City of Des Moines

### Soccer Fields

### Final Design & Construction Engineering Support

### SCOPE OF WORK

March 19, 2026

#### A. Project Description / Background

As part of the City of Des Moines' commitment to expanding recreational opportunities for the community, the City of Des Moines is excited to explore the transformation of the Puget Sound Energy (PSE) permitted parcel west of Midway Park (Permit No. 09-22-04-2023-1121) into dynamic, regulation-compliant soccer fields. This Project reflects Des Moines' dedication to creating vibrant park spaces that serve today's needs for inclusive, active outdoor spaces while upholding and adapting to operational requirements of the PSE site. The City envisions a versatile and sustainable playfield design that offers residents enhanced access to sport and wellness programming.

During the term of this Agreement, the Psomas, Inc. consultant team (Consultant) shall perform professional services for the City of Des Moines (City) on the Soccer Fields Design & Construction Engineering Support (Project). This scope of work includes:

- Maximize existing site area and topography to grade out and provide an upgraded lawn area to accommodate a minimum site design of (2) two new U8 soccer fields.
- Expand upon the previously submitted 10% conceptual design layout to provide a final design 100% and Bid Plans, Specifications, and Engineer's Cost Estimate (PS&E) Documents for the site layout of irrigated field restoration that can accommodate up to two (2) each U8 soccer fields. Site elements to be incorporated include a 4-foot-tall chain link perimeter fence parallel to S 221<sup>st</sup> St, S 221<sup>st</sup> St frontage curb and gutter and sidewalk along PSE parcel including PSE transmission driveway entrance, two catch basin drainage tie-ins to existing drainage system, and locate a concrete pad on-site that can accommodate a City purchased above ground, prefabricated storage unit.
- Provide support to City for their internal written land use and construction use permits for this project and coordination with Puget Sound Energy access.
- Provide Bid and Construction Engineering Support.

This project is funded by King County Funds Levy Funds for the final design and construction support phase only.

#### B. PSOMAS DELIVERABLES

Deliverables prepared by the Consultant are identified at the end of each task.

#### C. CITY OF DES MOINES PROVIDED ITEMS

The City of Des Moines will provide/prepare the following:

- One (1) round of review comments for 100% Draft Bid PS&E Submittal
- As-built plans, GIS maps, or other existing mapping available including existing overhead/underground utilities
- Puget Sound Energy (PSE) Coordination
- City internal Permits (i.e. SEPA DNS, Land Use and Construction ROW Use Permits)
- City Contract Specifications front end template including any City Contract Forms and City General Special Provisions (GSPs)

## D. SCOPE OF WORK

### WORK ELEMENT 1 – MANAGEMENT / COORDINATION / ADMINISTRATION

- 1.1 The Consultant shall provide continuous project management for the project design duration. (estimate 4 months up to advertisement of bid documents).
- 1.2 The Consultant shall set up and facilitate project kick-off and progress check-in meetings and/or email correspondence between Psomas and City staff using Microsoft Teams during project final design phase. (estimate 4, 30-minute meetings- 3 Psomas Consultant attendee)

#### *Work Element 1 Deliverables:*

- *Monthly Progress Reports*
- *Monthly Invoices*
- *Meeting Minutes*

### WORK ELEMENT 2 – FINAL DESIGN

The Consultant shall prepare and provide 100% Draft Bid and Bid Document plans, contract specifications and cost estimates for the Project. It is anticipated that the final design plans will include the following for the City’s review:

#### **PLAN**

- (1) Cover Sheet with Drawing Index and Abbreviation Sheet
  - (1) Existing Conditions/Site Survey Plans
  - (1) Site Prep and Erosion Control Plans and Detail Sheets
  - (1) Site Grading and Drainage Plans and Detail Sheets
  - (1) Site Layout Plans and Detail Sheets (conc. pad, fencing, sidewalk, driveway)
  - (3) Landscape & Irrigation Plan, Schedule, and Detail Sheets
- 2.1 Provide 100% Draft Bid Design Plans
  - 2.2 Provide Bid Construction Document Plans
  - 2.3 Provide 100% Draft Bid and Bid Document Specifications (WSDOT 2026)
  - 2.4 Provide 100% Draft Bid and Bid Document Cost Estimate
  - 2.5 Draft & Final Stormwater Technical Information Report (TIR)

#### *Work Element 2 Deliverables:*

- *100% Draft Bid Document Plan, Specifications and Cost Estimate (PDF file format)*
- *Bid Document Plans, Specifications and Cost Estimate (PDF file format)*

- *Consultant Responses to City 100% PS&E Comments (PDF file format)*
- *Draft and Final Stormwater Technical Information Report (PDF file format)*

*Work Element 2 Assumptions:*

- *The 100% final design will expand upon the approved layout and grading limits footprint submitted under separate Contract to City for 10% preliminary design and high-level Engineer’s Cost Estimate in December 2025.*
- *All work will be contained within the Puget Sound Energy (PSE) leased property and City right-of-way.*
- *PSE coordination is not included in this scope.*
- *Basis of control for Plan documentation will be NAD 83/2011 and NAVD88 for horizontal and vertical respectively. Project work will be produced using Psomas CAD standards in AutoCAD 2024. Survey is not required for this supplement.*
- *Utilize previous site surveying and base mapping work from 2025 Soccer Fields Design work.*
- *Based on the previous 2025 Soccer Fields Design Geotechnical Memorandum, utilize soil investigation and recommendation for field typical section and consideration for infiltration.*
- *Stormwater design for this project will be prepared in accordance with the 2021 King County Surface Water Design Manual (KCSWDM).*
- *The project is anticipated to trigger Full Drainage Review, requiring compliance with all Core and Special Requirements.*
- *It is anticipated that this project will be subject to Flow Control and/or Water Quality Treatment Facility exemption(s). Design of these facilities is not included in this scope of work.*
- *Stormwater conveyance improvements are expected to be minimal. No conveyance capacity/hydraulic calculations are anticipated.*
- *No pedestrian or street lighting requirements within project limits. All existing lighting near project limits will be protected in place or conduit relocated for any conflicts with proposed improvements.*
- *ADA access is not included in this scope. Field improvements will be set within existing topographic boundaries. Improvement area will be non-pollution generating surface.*
- *Public or stakeholder outreach is not included in this scope.*
- *Irrigation connection for the soccer field shall be tied into the existing Midway Park irrigation system at City’s mainline. The ROM cost estimate will make assumptions on capacity sizing, upgrades and linear foot connection to the existing system.*
- *The Lawn restoration at 100% design submittal will show two options (sod vs. seed). These carry different costs and can be completed at different times of the year.*
- *Final layout of soccer field(s) will represent maximum square footage available for play field channelization and lawn improvement. Once lawn improvements are complete, City will maintain soccer field channelization and upkeep, and/or allow users to set temporary cones and adjust field layout accordingly depending on usage for a low-maintenance upkeep.*

- *Project deliverables will be electronic PDF documentation. The Consultant will coordinate bid documents to Builder’s Exchange (BXWA).*
- *The City will coordinate bid documents to the newspapers for notice (DJC, Seattle Times, etc.)*

### **WORK ELEMENT 3 – PERMIT COORDINATION**

Provide coordination and support documentation between consultant disciplines and City of Des Moines for City permit applications. This task includes one coordination meeting (30 minutes - 2 Psomas Consultants) to discuss support documentation required for any required City internal permitting.

It is anticipated that the City will prepare and submit permits for the following:

- It is not anticipated a SEPA Checklist is required. The City of Des Moines shall complete the SEPA checklist if it is required before final design.
- Clearing and Grading Permit (City of Des Moines)
- Land/ROW Use Permit (City of Des Moines)

3.1 Provide permit support and coordination, in conjunction with the 100% Draft Bid submittal package. Eight man-hours have been included in fee to support with potential graphic and estimating effort.

*Work Element 3 Deliverables:*

- *Supporting documentation and estimating for grading and ROW use permit submittals. (PDF)*

*Work Element 3 Assumptions:*

- *Permit applications shall be completed by the City.*
- *All necessary utility permits shall be completed by the City, if necessary.*
- *City shall complete all permitting and coordination with Puget Sound Energy.*
- *Construction Stormwater General Permit (CSGP) is not required. This project is under an acre of disturbance.*

### **WORK ELEMENT 4 – BID & CONSTRUCTION ENGINEERING SUPPORT**

- 4.1 Consultant will prepare addenda and respond to bidders questions relayed through the City. It is assumed that the Consultant will prepare one (1) addenda.
- 4.2 The Consultant shall provide continuous project management for the project construction duration. (estimate 3 months from project advertisement through construction substantial completion).
- 4.3 The Consultant shall attend in-person pre-con meeting and up to three (3) site visits during the duration of the construction project for any contractor questions and confirmation of layout of project improvements. (Assume three (3) hours per site visit with one (1) Psomas employee at each visit)
- 4.4 The Consultant shall provide review of RFI’s and RAMs, and up to one (1) Field Work Directive for any changes, as needed during construction. This assumes independent

Construction Management Services shall review and approve standard bid item submittals and typical Div 1 traffic control, scheduling, and logistical submittals to support the project. That is not included in this scope. (Assume responses up to (3) RFI, (4) RAMs, and (1) FWD).

*Work Element 4 Deliverables:*

- *Monthly progress reports and invoicing (3) (As needed, pdf file format)*
- *Up to one (1) addendum if needed (pdf file format)*
- *Field notes (for three (3) on-site visits)*
- *Review and responses for up to (3) RFI, (4) RAMs, and (1) FWD) (pdf file format)*

*Work Element 4 Assumptions:*

- *Meetings will be in-person.*
- *Scope does not include construction inspection.*
- *The City and/or Construction Management Services Consultant will be responsible for sending over any construction documentation requiring review and coordination directly with Contractor.*
- *Record drawings are not included in this scope.*

## ADDITIONAL SERVICES

The City may require other services of the Consultant. These Services could include other work tasks not included in the scope of work such as additional design, construction management, topographic survey services, and supplemental services.

The scope of these services will be determined at the sole discretion of the City. At the time these services are required, the Consultant shall provide a detailed scope of work and estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

**EXHIBIT B**

**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Des Moines

Project Name: Soccer Fields Final Design & Construction

Engineering Support

Psomas Project Number: 9DES010802

Date: 3/19/2026

| Task No.                                                   | Task Description                            | Labor Hour Estimate |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              | Total Hours and Labor Cost Computations by Task |                     |
|------------------------------------------------------------|---------------------------------------------|---------------------|--------------------|--------------------|---------------------|----------------------|------------------------------|--------------------------------|-----------------------|----------------------|-----------------------|--------------|--------------|-------------------------------------------------|---------------------|
|                                                            |                                             | Senior Engineer I   | Senior Engineer II | Project Engineer I | Project Engineer II | Urban Design Manager | Senior Landscape Architect I | Project Landscape Architect II | Landscape Designer II | Construction Manager | Senior CAD Technician | Senior Admin | Office Admin |                                                 |                     |
|                                                            |                                             | \$216.00            | \$238.00           | \$181.00           | \$205.00            | \$239.00             | \$200.00                     | \$181.00                       | \$126.00              | \$226.00             | \$175.00              | \$155.00     | \$121.00     | Hours                                           | Totals              |
| <b>Task 1 - Management / Coordination / Administration</b> |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              |                                                 |                     |
| 1.1                                                        | Project Management (4 Months)               |                     |                    |                    |                     |                      | 6                            |                                |                       |                      |                       |              | 2            | 8                                               | \$ 1,442.00         |
| 1.2                                                        | Project Team Meetings (4 total - 1/2 hr/ea) |                     |                    | 1                  | 1                   |                      | 2                            | 1                              | 1                     |                      |                       |              |              | 6                                               | \$ 1,093.00         |
|                                                            | <b>Task Total</b>                           | <b>0</b>            | <b>0</b>           | <b>1</b>           | <b>1</b>            | <b>0</b>             | <b>8</b>                     | <b>1</b>                       | <b>1</b>              | <b>0</b>             | <b>0</b>              | <b>0</b>     | <b>2</b>     | <b>14</b>                                       | <b>\$ 2,535.00</b>  |
| <b>Task 2 - Final Design</b>                               |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              |                                                 |                     |
| 2.1                                                        | 100% Draft Bid Plans                        | 4                   |                    | 30                 | 2                   | 1                    | 8                            | 6                              | 20                    |                      | 8                     |              |              | 79                                              | \$ 13,549.00        |
| 2.2                                                        | Bid Construction Document Plans             | 4                   |                    | 18                 | 2                   | 1                    | 6                            | 2                              | 12                    |                      | 2                     |              |              | 47                                              | \$ 8,195.00         |
| 2.3                                                        | Draft Bid and Bid Specifications            | 6                   |                    |                    | 2                   | 1                    | 4                            | 3                              |                       |                      |                       | 4            |              | 20                                              | \$ 3,908.00         |
| 2.4                                                        | Draft Bid and Bid Estimate                  | 2                   |                    | 10                 | 2                   | 1                    | 4                            | 3                              | 2                     |                      |                       |              |              | 24                                              | \$ 4,486.00         |
| 2.5                                                        | Draft & Final TIR                           |                     |                    |                    | 32                  |                      |                              |                                |                       |                      |                       |              |              | 32                                              | \$ 6,560.00         |
|                                                            | <b>Task Total</b>                           | <b>16</b>           | <b>0</b>           | <b>58</b>          | <b>40</b>           | <b>4</b>             | <b>22</b>                    | <b>14</b>                      | <b>34</b>             | <b>0</b>             | <b>10</b>             | <b>4</b>     | <b>0</b>     | <b>202</b>                                      | <b>\$ 36,698.00</b> |
| <b>Task 3 - Permit Coordination</b>                        |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              |                                                 |                     |
| 3.1                                                        | Permit Coordination                         | 1                   |                    | 4                  |                     |                      | 4                            |                                |                       |                      |                       |              |              | 9                                               | \$ 1,740.00         |
|                                                            | <b>Task Total</b>                           | <b>1</b>            | <b>0</b>           | <b>4</b>           | <b>0</b>            | <b>0</b>             | <b>4</b>                     | <b>0</b>                       | <b>0</b>              | <b>0</b>             | <b>0</b>              | <b>0</b>     | <b>0</b>     | <b>9</b>                                        | <b>\$ 1,740.00</b>  |
| <b>Task 4 - Bid and Construction Engineering Support</b>   |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              |                                                 |                     |
| 4.1                                                        | Bid Addendum                                | 1                   |                    | 2                  |                     |                      | 2                            |                                |                       |                      |                       |              |              | 5                                               | \$ 978.00           |
| 4.2                                                        | Project Management (3 Months)               | 1                   |                    |                    |                     |                      | 6                            |                                |                       |                      |                       |              |              | 7                                               | \$ 1,416.00         |
| 4.3                                                        | Pre-Con and Site Visits                     |                     |                    | 4                  |                     |                      | 12                           |                                |                       |                      |                       |              |              | 16                                              | \$ 3,124.00         |
| 4.4                                                        | RFI and RAM Construction Review             | 1                   |                    | 6                  | 1                   |                      | 4                            | 4                              | 2                     |                      |                       |              |              | 18                                              | \$ 3,283.00         |
|                                                            | <b>Task Total</b>                           | <b>3</b>            | <b>0</b>           | <b>12</b>          | <b>1</b>            | <b>0</b>             | <b>24</b>                    | <b>4</b>                       | <b>2</b>              | <b>0</b>             | <b>0</b>              | <b>0</b>     | <b>0</b>     | <b>46</b>                                       | <b>\$ 8,801.00</b>  |
|                                                            | <b>Total Labor Hours and Fee</b>            | <b>20</b>           | <b>0</b>           | <b>75</b>          | <b>42</b>           | <b>4</b>             | <b>58</b>                    | <b>19</b>                      | <b>37</b>             | <b>0</b>             | <b>10</b>             | <b>4</b>     | <b>2</b>     | <b>271</b>                                      | <b>\$ 49,774.00</b> |
| <b>Reimbursable Direct Non-Salary Costs</b>                |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              |                                                 |                     |
|                                                            |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              | Mileage at current IRS rate                     | \$ 150.00           |
|                                                            |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              | <b>Total Reimbursable Expense</b>               | <b>\$ 150.00</b>    |
|                                                            |                                             |                     |                    |                    |                     |                      |                              |                                |                       |                      |                       |              |              | <b>Total Estimated Budget</b>                   | <b>\$ 49,924.00</b> |



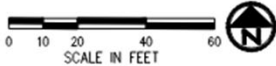
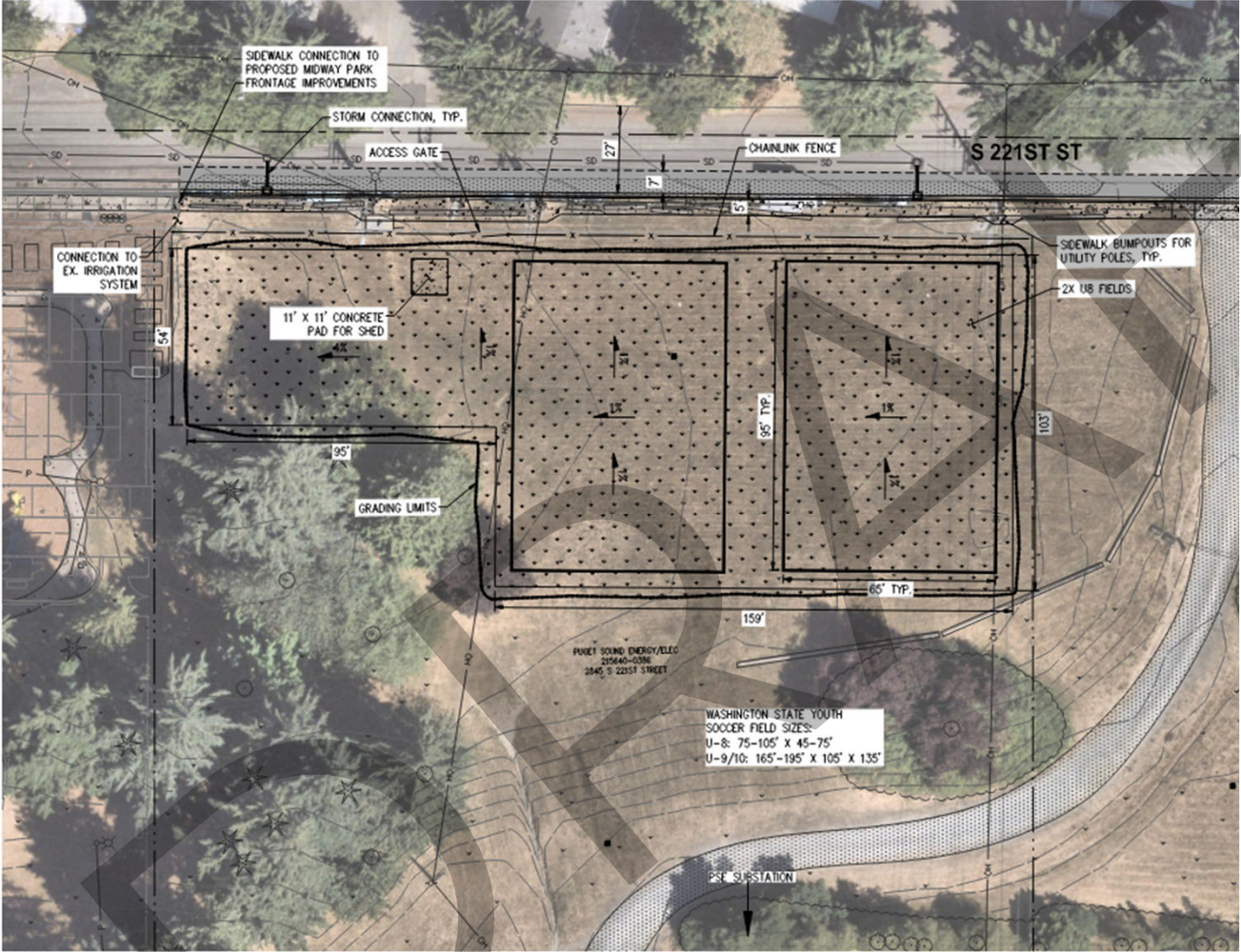
# Midway Soccer Field Design

# Existing Conditions

Proposed site limits



# Preliminary Layout



# Proposed Layout w/Midway Park





**Des Moines**  
WATERLAND CITY

**City Council  
AGENDA ITEM**

**BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA**

**SUBJECT: 2026 Legislative Session Recap - 45 Minutes**

**ATTACHMENTS:**

1. 2026 Legislative Session Recap  
PowerPoint

**FOR AGENDA OF:**

April 23, 2026

**DEPT OF ORIGIN:**

Administration

**DATE SUBMITTED:**

April 13, 2026

**CLEARANCES:**

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**Purpose and Recommendation**

The purpose of this agenda item is to review outcomes of the 2026 Legislative Session.

**Background**

The 2026 Legislative Session convened on January 12 and adjourned on March 12 after 60 days.

While the Legislature passed 267 bills, this was one of the more challenging sessions in recent years. Significant budget constraints shaped much of the work, resulting in a mix of program reductions and tax increases. Overall, the session was largely defensive in nature, with a focus on limiting cuts rather than advancing new policy initiatives.

There was limited progress on key local government priorities, which has been a source of frustration for cities and their advocacy organizations. Looking ahead, absent a significant improvement in the state's fiscal outlook, early indications suggest the Legislature may face another budget shortfall next session.

One of the most significant pieces of legislation adopted this session was the Millionaires' Tax. As currently structured, the legislation is expected to result in a net loss for local governments due to associated sales tax exemptions and the lack of direct local revenue sharing. Additional legislative action is anticipated next session to address some of these impacts. The policy is also expected to face an initiative effort and potential legal challenges prior to its planned implementation in 2029.

## **Discussion**

Below is a summary of legislative impacts based on the Council's Legislative Priorities.

### ***Public Safety***

*Collaborate with AWC, WASPC and other groups in efforts to secure more public safety (in particular behavioral health) funding for local governments, including:*

- *Ensuring HB-2015 funding remains and is accessible.*
- *Looking for more flexible councilmanic public safety funding options. One priority is allowing fees from traffic cameras to be used for expanded public safety purposes.*

### **What Happened:**

Funding for HB 2015 was preserved in the state budget. While access to these funds has been slow for some jurisdictions, implementation is now beginning to move forward.

Legislation related to traffic cameras ultimately became more restrictive. Proposals to increase the State's share of local traffic camera revenue did not pass but are expected to return next session. Opportunities to expand flexibility in how these funds can be used remain limited in the near term.

### ***Airport Issues***

*Support efforts to find, or reinstate, mitigation funding for the disproportionate impact that residents near SeaTac Airport face due to noise/air-pollution and other negative airport impacts. Ongoing, structural funding is needed for area cities.*

*Support State funding for an independent study evaluating the SAMP's impacts on airport communities.*

### **What Happened:**

Several bills were introduced but did not advance. Efforts to dedicate aviation fuel tax revenue for sound mitigation and to include budget provisos were also unsuccessful. Legislative partners are expected to return next session with a broader proposal to provide revenue support for impacted communities.

### ***Historic Preservation***

*Support historic preservation funding opportunities in Des Moines.*

### **What Happened:**

State preservation programs, including those administered by DAHP and the Washington State Historical Society, largely avoided budget cuts and remain intact.

### ***Ferry Development***

*Passenger-only ferries have the potential to improve connectivity and mobility around Puget Sound. Des Moines supports efforts to spur the return of Mosquito Fleet passenger-only ferries that will include routes connecting Des Moines.*

**What Happened:**

HB 1923 (Mosquito Fleet Act) advanced through the Senate but ultimately did not pass due to late-session disagreements between the House and Senate. The bill is expected to return next session, though further negotiations will be needed.

**Funding**

***Enhancing Local Government Financial Resources.*** We seek new options to enhance local government financing tools, particularly unrestricted funds. Protect the Public Works Assistance Account. We oppose unfunded mandates from the State.

***City of Des Moines Projects.*** The City of Des Moines Council recognizes the challenging State budget and is not requesting earmarks for Des Moines public works projects in the 2026 session.

**What Happened:**

HB 2442 was one of the few positive outcomes for local governments. The bill expands allowable uses of REET funds, creates a local option housing tax, and extends voter-approved levy lid lifts to up to 10 years.

The Public Works Assistance Account was again partially swept, with \$375 million transferred to the State Operating Budget. This was partially offset by a \$279.5 million bond allocation in the Capital Budget.

**Other Key Legislation Impacting Des Moines****Housing and Homelessness**

Legislation related to housing and homeless services advanced with mixed impacts on local control.

- HB 2266 (STEP Housing) was amended but still reduces local siting authority for certain facilities.
- SB 6026 allows residential uses on the ground floor in commercial and mixed-use areas, with some carve-outs for locally designated areas.

**Local Revenue**

SB 6262, which would have expanded Transportation Benefit District fee authority, did not pass but is expected to return next session.

**Public Defense**

Funding for public defense was not included in the Millionaires' Tax and no interim study proviso was adopted. This remains an unresolved issue likely to return next session, potentially as part of follow-up legislation.

**Traffic Cameras**

SB 6002 (Flock cameras) passed, tightening privacy and data retention requirements while preserving key law enforcement uses.

SB 6352, which proposed changes to transportation-related fees—including a potential 10% state share of certain traffic camera revenues—did not advance but is expected to return in future sessions.

# 2026 LEGISLATIVE SESSION RECAP

23 APRIL 2026

DES MOINES CITY COUNCIL

ANTHONY HEMSTAD, LEGISLATIVE ADVOCATE

# CONTENTS

## Tonight's Discussion --

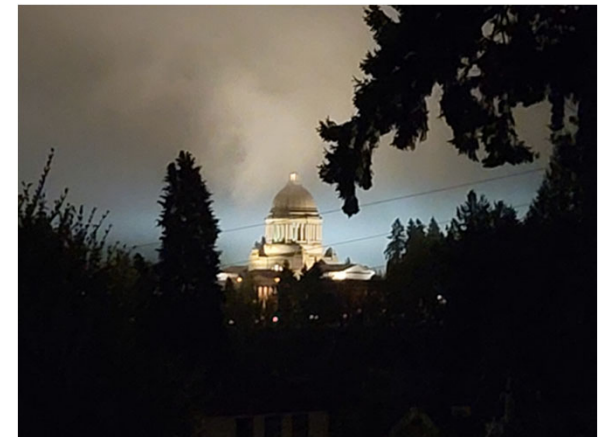
- Situational update
- 2026 Legislative Recap
- Looking Ahead to 2027



# MACRO PICTURE – WA LEGISLATURE 2026

## 2026 Session – Big Picture

- Dominant D majorities. House 59-39, Senate 30-19. Fewer Moderates.
- Multibillion \$ deficit dominated session. Tax increases and some programs frozen or cut.
- More “defensive” than “offensive” year for local governments.
- 2026 is election year. Full House & ½ Senate up for election in November (including Orwall & Wilson – both are running again). No statewide offices up in 2026. At least five Supreme Court seats up for election. Cong. Smith vs. K. Sawant for Congress in 9<sup>th</sup> CD.



# THE MAIN EVENT – MILLIONAIRES’ TAX

- **SB-6346**, the Millionaires’ Tax – Major new policy change. Biggest of session. Drafted quickly and already issues need to be fixed. Will be modified next session (if it survives initiative).
- Would take effect in 2029. Sales tax exemptions kick in Jan. 1, 2029.
- Currently a net negative (financially) for cities.
- Intent to find at least \$200 million in funding to backfill losses for local governments
- Earlier versions included some funding for local govt. public defense. This was removed.
- If voted down in election the entire bill would be repealed.



# 2026 LEGISLATIVE AGENDA CITY OF DES MOINES

## PUBLIC SAFETY

- **PUBLIC SAFETY** Collaborate with AWC, WASPC and other groups in efforts to secure more public safety (in particular behavioral health) funding for local governments, including:
  - Ensuring HB-2015 funding remains and is accessible.
  - Looking for more flexible councilmanic public safety funding options. One option includes allowing fees from school and park zone cameras for public safety purposes.
- Result – 2015 funding protected. Rollout very slow though.
- Traffic Camera – no Legislative appetite this session for loosening funding restrictions. Proposal to take more Local camera funding for State didn't move forward. Cameras were restricted by Flock Camera bill, SB-6002.

# 2026 AGENDA CITY OF DES MOINES

## AIRPORT

- **AIRPORT ISSUES** Support efforts to find mitigation funding for the disproportionate impact that residents near SeaTac Airport face due to noise/air-pollution and other negative airport impacts. Ongoing, structural funding is needed for area cities.
  - Support State funding for an independent study evaluating the SAMP's impacts on airport communities.
  - Support reinstatement of port-package funding for sound insulation repair and replacement.
  - Support working with other airport community cities and entities on shared agenda items

Result – several bills introduced, none passed. Planning new legislation for 2027 focusing on funding mitigation.

# 2026 AGENDA CITY OF DES MOINES

## PRESERVATION & FERRIES

- **HISTORIC PRESERVATION** Support historic preservation funding opportunities in Des Moines.
- **Result – State historic preservation programs & funding preserved.**
- **FERRY DEVELOPMENT** Passenger-only ferries have the potential to improve connectivity and mobility around Puget Sound. Des Moines supports efforts to spur the return of Mosquito Fleet passenger-only ferries that will include routes connecting Des Moines.
- **Result – Mosquito Fleet Act failed on last day of session. Disagreement between House Sponsor & Senate Transpo. Chair. Will likely be back next session.**

# 2026 LEGISLATIVE AGENDA CITY OF DES MOINES — FUNDING

## Funding

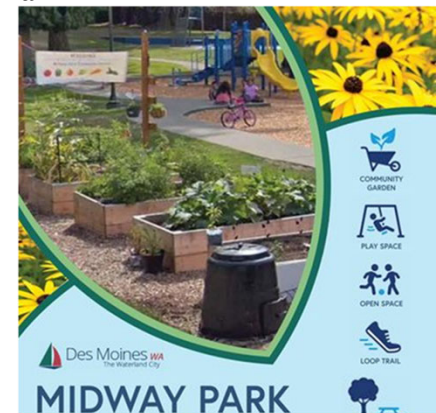
- **Enhancing Local Government Financial Resources.** We seek new options to enhance local government financing tools, particularly unrestricted funds. Protect the Public Works Assistance Account. We oppose unfunded mandates from the State.
- **City of Des Moines Projects.** The City of Des Moines Council recognizes the challenging State budget and is not requesting earmarks for Des Moines public works projects in the 2026 session. ***We thank our Legislators*** for their support in past years.

Result – [HB 2442](#) passed. One of few local government wins this session. Allows:

- more flexible REET uses plus
- local option housing tax,
- lengthening voter approved levy lid lifts for up to 10 years.

# FUTURE OUTLOOK

- Remainder 2026 – election year
  - Likely Initiative on Millionaires' Tax
  - Supreme Court races much higher profile
- 2027 Session – new faces & new committees
- 105-day session to write biennial budget
- Very likely another substantial budget deficit
- Many school districts have considerable financial problems – likely big focus of session
- Unusually high uncertainty remains on potential changes in Federal programs.
  - Positives from Feds - \$850K earmark for Midway Park
  - Could pursue another earmark next Spring



# 2027 – THINKING ABOUT POTENTIAL LEGISLATIVE AGENDA

CITY OF DES  
MOINES

- Budget year, should think about a potential Capital Budget request (didn't ask in 2026).
- New Airport Legislation – potential mitigation funding.
- Pursuing additional public safety funding, such as traffic camera revenue flexibility (note - very challenging).
- Pursuing additional local government revenue sources (example - expanding size of vehicles included in TBD).

# DISCUSSION & QUESTIONS

