



AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, September 24, 2026 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

- Item 1. **Centennial of the Seashore Club Proclamation** – 5 Minutes
Motion: "I move to approve the proclamation recognizing September 24, 2026, as Centennial of the Seashore Club Day in the City of Des Moines."

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

REGIONAL COMMITTEE REPORT

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. **Economic Development Update- Business Climate Survey and Roundtables** – 30 Minutes
Staff Presentation: Katherine Caffrey, City Manager

CONSENT AGENDA

- Item 1. **Approval of Vouchers**
Motion: "I move to approve the payment vouchers through August 12th, 2026 and payroll transfers through August 6th, 2026 in the attached list and further described as follows:"

EFT's & ACI Virtual Card Payments	# 14095 - # 14202	\$ 2,752,384.06
Wires	# 3411 - # 3436	\$ 3,011,110.46

Accounts Payable Checks	# 167704 - # 167736	\$ 276,017.25
Payroll Checks 8/20/2026	# 20132 - # 20138	\$ 7,158.01
Payroll Advice 8/20/2026	# 18602 - # 18789	\$ 547,872.65
Payroll Checks 9/4/226	# 20139 - # 20143	\$ 9,034.51
Payroll Advice 9/4/2026	#18790 - # 18976	\$ 537,379.80
Payroll Advice off cycle 9/3/2026	# 18977	\$ 6,642.20
Total Checks and Wires for A/P & Payroll		\$ 7,147,598.94

- Item 2. **Approval of Minutes**
Motion: "I move to approve the minutes from the August 13, 2026, and August 27, 2026 City Council Regular Meetings."
- Item 3. **2026 Lodging Tax Advisory Committee Spending Recommendation**
Motion: "I move to approve the recommendations as submitted by the Lodging Tax Advisory Committee for the expenditure of Lodging Tax funds."
- Item 4. **2026 City Hall Suite A Restroom and Kitchen Remodel**
Motion: "I move to approve the Public Works Contract with NFI Enterprises, LLC in the amount of \$195,987.07 for the 2026 City Hall Suite A Restroom and Kitchen Remodel, authorize a project contingency in the amount of \$27,000, and further authorize the City Manager to sign said Public Works Contract substantially in the form as submitted."
- Item 5. **Judge Pro Tem Compensation - 2nd Reading**
Motion: "I move to pass Draft Ordinance No. 26-059, empowering the Municipal Court Judge to set compensation for Judges Pro Tem."
- Item 6. **Marina Tenant Restroom Replacement**
Motion: "I move to approve the agreement with ROMTEC Inc. in the amount of \$944,078.00, plus a contingency fund of \$94,407.80 (10%), for a total authorization of \$1,038,485.80 for the replacement of the tenant restrooms."
- Item 7. **Draft Resolution 26-103 - Midway Park ORLP Grant Authorization**
Motion: "I move to adopt Draft Resolution 26-103 which authorizes city staff to pursue a grant with the State's Recreation and Conservation Office for the Midway Park Open Space Design project."
- Item 8. **24th Ave S Improvement Project (Segment 1) — TIB Grant Award and Consultant Services Contract**
Motion 1: "I move to adopt Draft Resolution No. 26-094 certifying to the Washington State Transportation Improvement Board (TIB) that full funding is secured for the 24th Ave S Improvement Project (Segment 1), and further authorize the City Manager to sign the TIB Grant Agreement Form."

Motion 2: "I move to approve the Consultant Services Contract with Parametrix Inc. to provide engineering design and right-of-way acquisition services for the 24th Ave S Improvement Project (Segment 1) in the amount of \$1,200,029.98, and further authorize the City Manager to sign said Contract substantially in the form as submitted"

Motion 3: "I move to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction on the 24th Ave S Improvement Project (Segment 1), waiving the requirement for undergrounding of utilities in accordance with DMMC 12.25.110."

UNFINISHED BUSINESS

- Item 1. **Development Agreement Ordinance - 2nd Reading – 30 Minutes**
Staff Presentation: Rebecca Deming, Community Development Director

Motion: "I move to approve Draft Ordinance No. 26-030, relating to the regulation of Development Agreements."

- Item 2. **Consideration of the City's 2027 Legislative Agenda – 15 Minutes**
Staff Presentation: Anthony Hemstad, Legislative Advocate

Motion: "I move to adopt the 2027 City of Des Moines Legislative Priorities."

- Item 3. **Discussion on 223rd St. Pedestrian Project – 20 Minutes**
Staff Presentation: Michael Slevin, Public Works Director

NEW BUSINESS

- Item 1. **Discussion on a Multi-Family Tax Exemption Program – 45 Minutes**
Staff Presentation: Anthony Hemstad, Legislative Advocate

- Item 2. **Additional Sales Tax for Children and Family Services - 1st Reading – 15 Minutes**
Staff Presentation: Assistant City Attorney Matthew Hutchins

Motion: "I move to pass Draft Ordinance 26-104 to a second reading on the next available regular Council meeting agenda."

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

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

October 01, 2026 City Council Regular Meeting

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 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 Item](#)

**City Council
AGENDA ITEM**

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

SUBJECT: Centennial of the Seashore Club Proclamation

ATTACHMENTS:

1. Centennial of the Seashore Club Proclamation September 24, 2026

FOR AGENDA OF:

DEPT OF ORIGIN:
Administration

DATE SUBMITTED:
August 19, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is to recognize and celebrate the Centennial of the Seashore Club and its 100 years of history in the Des Moines community.

It is recommended that the Mayor proclaim September 24, 2026, as Centennial of the Seashore Club Day in the City of Des Moines.

Motion: “I move to approve the proclamation recognizing September 24, 2026, as Centennial of the Seashore Club Day in the City of Des Moines.”
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Background

The Seashore Club, located along Puget Sound in the Zenith neighborhood of Des Moines, was established in 1925–1926 by Danish immigrants who transformed the property into a close-knit Danish community. The original residents built a clubhouse and thirteen summer cottages in a Danish co-housing style, creating a community whose history and character have endured for generations.

In recognition of its 100th anniversary, the Seashore Club is celebrating the history, culture, traditions, and community that have been preserved over the past century. As part of the centennial commemoration, the names of current residents will be added to a new plaque near the original founders' plaque, and a time capsule will be buried to be opened in fifty years.

The Seashore Club has also been recognized by the Washington Secretary of State as a Centennial Corporation, honoring its 100 years of history.

This proclamation recognizes the Seashore Club's significant milestone and celebrates its lasting connection to the history and community of Des Moines.

Proclamation

Whereas, our community, known as the SEASHORE CLUB, is located on the Puget Sound in the Zenith neighborhood of Des Moines, WA. It was founded by courageous Danish immigrants who, through vision, hard work and perseverance, created a lasting legacy.

Whereas, the history of the community traces back to 1872, when the first land owner, John Collins -- Seattle's 5th Mayor from 1873-1874 -- purchased at least 160 acres. Over time, a large parcel was divided and platted into smaller lots by Des Moines pioneer, Thomas Massey. Later, Gustave Rasmussen and friends purchased an old run-down home and orchard on Lot 7 in 1925-1926. They transformed the property into a Danish community known as the Seashore Club.

Whereas, the Seashore Club was founded by Danish immigrants renowned for taking care of their own. After clearing the land, the first structure they built was the clubhouse. Many members initially stayed in white canvas tents while the thirteen summer cottages were being built in the Danish co-housing style that still exists today.

Whereas, Seashore Club members did more than build their co-housing colony, they also attended Saint John's Danish Lutheran Church in Seattle, helped establish Washington Hall, a community hub for new immigrants near Yesler Terrace, and help found the Northwest Danish Old People's Home.

Whereas, in 1926 to commemorate the founding of the Seashore Club, the Danish founders installed a bronze plaque with each founding member's name. These members were prominent in their Danish community and were: performers, bakers, dairymen, plasterers, carpenters, machinists, blacksmiths, attorneys, etc. A couple were knighted by the Danish King for their work in the Seattle and Danish community.

Whereas, we learned of our rich history through archives, newspaper articles, surveys and maps in preparation for the centennial, we take immense pride in the strength, culture and traditions that have been preserved. At this time, there are no Danish owners residing at the Seashore Club but we take great pride in our past and the community that we have become and to an even brighter future.

Whereas, to celebrate and commemorate the centennial, the names of all current residents will be added to a new plaque near the original one and, a time capsule will be buried on the premises during our Centennial Celebration on September 12, 2026, to be opened in fifty years.

Whereas, it is our honor to be celebrating both our great nation's 250th anniversary and the Seashore Club's Centennial in 2026.

Now, therefore, I, the Mayor of Des Moines, WA, do hereby proclaim September 24, 2026 to be the Centennial of the Seashore Club.

SIGNED this day 24th day of September, 2026

Yoshiko Grace Matsui, Mayor

**City Council
AGENDA ITEM**

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

SUBJECT: Economic Development Update- Business Climate Survey and Roundtables

ATTACHMENTS:

1. Business Climate Survey & Roundtables
PowerPoint

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

September 16, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this presentation is to provide an update on the recent Business Climate Survey and Roundtables conducted as part of the City's efforts to focus on economic development downtown. This work is funded through a grant from the Port of Seattle.

Strategic Plan Priority

Economic Vitality

Background

Over the past several months, the focus of this work has been to develop a deeper understanding of the needs, perceptions, and experiences of downtown businesses, property owners, and potential developers.

Due to organizational changes and ongoing budget constraints, the City does not currently have a dedicated economic development position. Staff in other functional areas have supported business needs and responded to development inquiries as part of their broader responsibilities, but without the capacity or specialized expertise to fully advance the City's economic development goals.

In 2025, the City entered into a contract with Eernisse Consulting to support economic development work associated with the Port of Seattle Economic Development Grant. These services are funded at fifty percent through grant resources.

Engaging a consultant in a fractional, staff-like capacity supported by grant funding provides access to senior-level economic development expertise at a lower cost than a

dedicated position, while preserving fiscal flexibility.

Discussion

The attached presentation summarizes the results of a business climate survey conducted downtown between June and August 2026 as part of the Downtown Des Moines Business Climate Initiative, funded through the Port of Seattle Economic Development Partnership grant. Forty-four business owners, property owners, and employees responded. The presentation covers who responded, how they view downtown today, the challenges they identified, and where the perspectives of property owners and business tenants diverge. It closes with preliminary takeaways and the planned next step, a series of business roundtables. No action is requested. The presentation is intended to inform Council discussion of downtown economic development priorities.



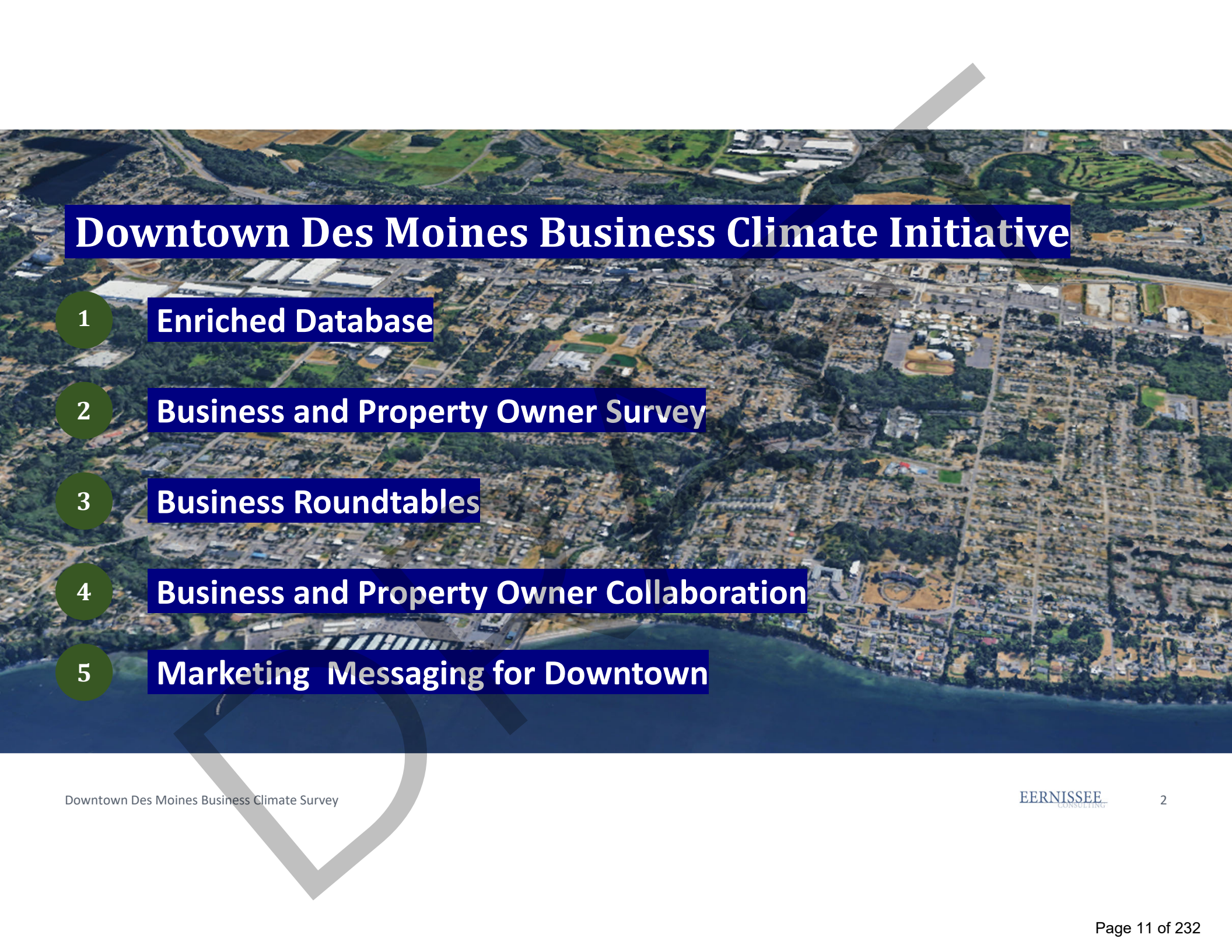
EERNISSEE
CONSULTING

Business Climate Survey & Roundtables

City Council Meeting
24 September 2026

Downtown Des Moines Business Climate Initiative

Made possible by the Economic Development City Partnership grant from the Port of Seattle



Downtown Des Moines Business Climate Initiative

1 Enriched Database

2 Business and Property Owner Survey

3 Business Roundtables

4 Business and Property Owner Collaboration

5 Marketing Messaging for Downtown

THE SURVEY

Survey at a Glance

44 voices from downtown

44

Total respondents

70%

Left contact info

59%

Want a roundtable

64%

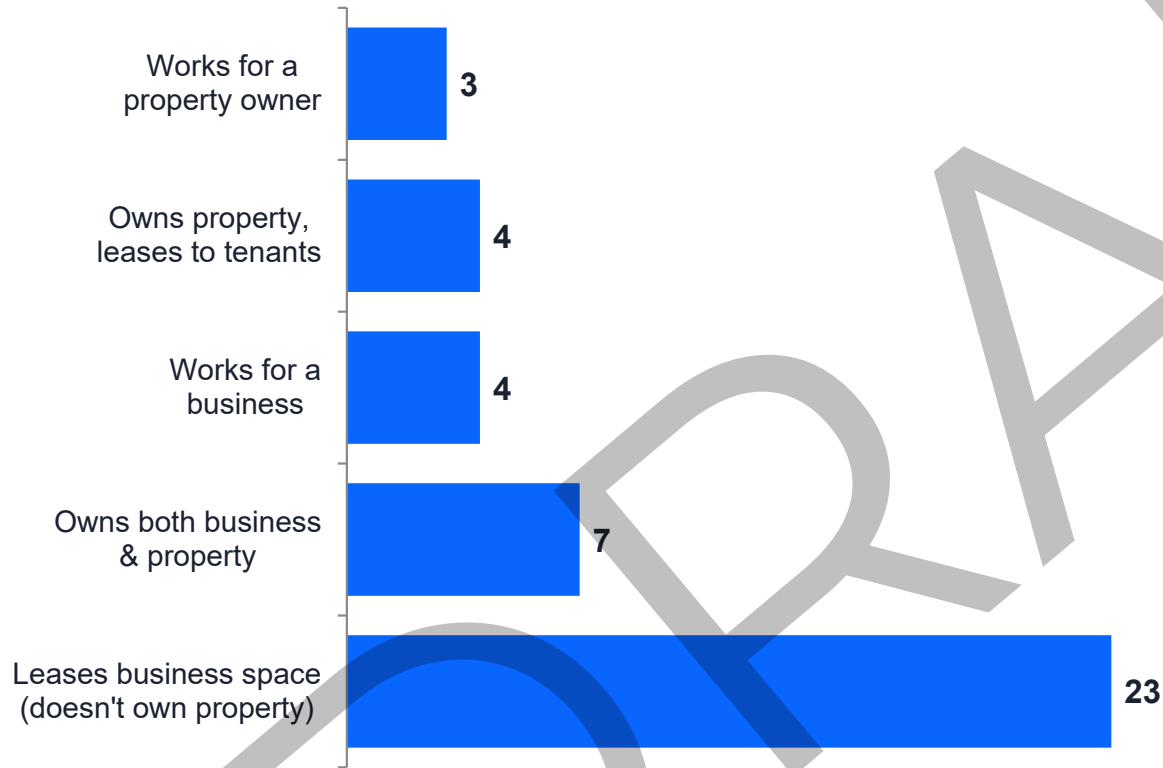
Here 5+ years

"There is so much opportunity!"

— Business owner (lessee)

RESPONDENT PROFILE

Who Responded



58%

**Lease,
don't
own**



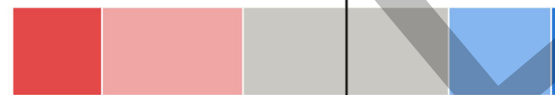
64%

**Here 5+
years**

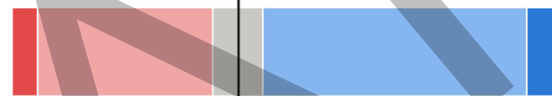
SENTIMENT

How Downtown Feels Today

Businesses & owners collaborate



Downtown attracts people



Future looks exciting



Great place for business



Housing helps business



Strongly disagree Disagree Neutral Agree Strongly agree

Five-point scale: strongly disagree to strongly agree

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THE COLLABORATION GAP

42% Disagree.
21% Agree.

The only net-negative question surveyed.

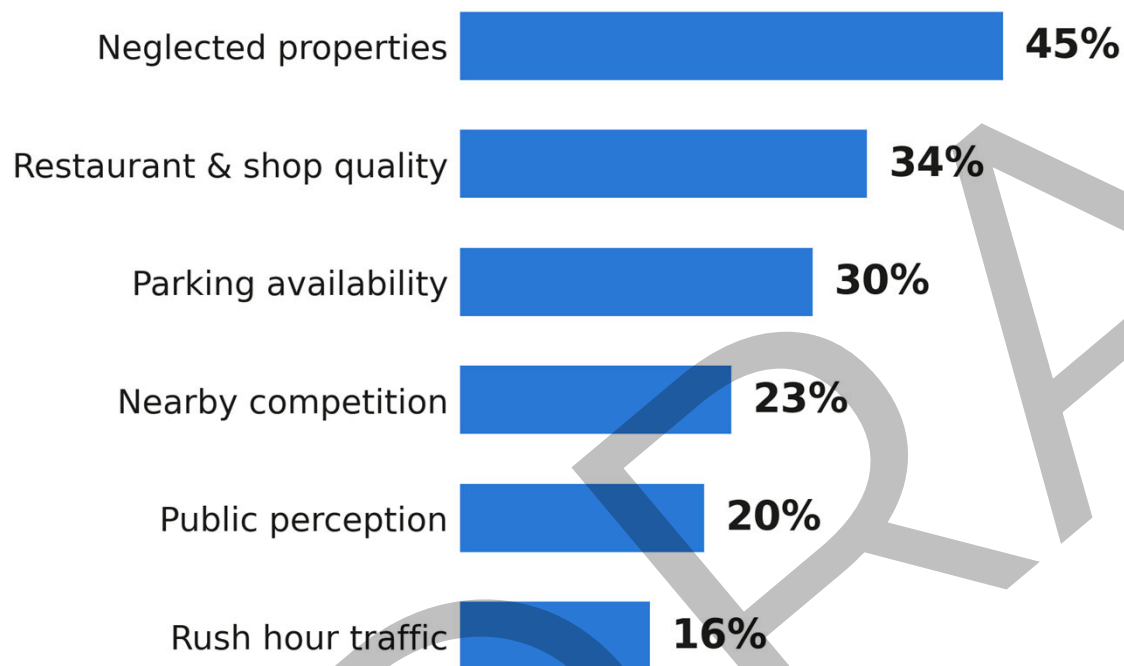
"They hold buildings hostage for their price."

— Property owner

Property owners agree — and rate it worse.

BIGGEST CHALLENGES

What's Holding Downtown Back



45%

Say neglected properties

*"They are outdated and not cared for.
No pride of ownership."*

— Business owner (lessee)

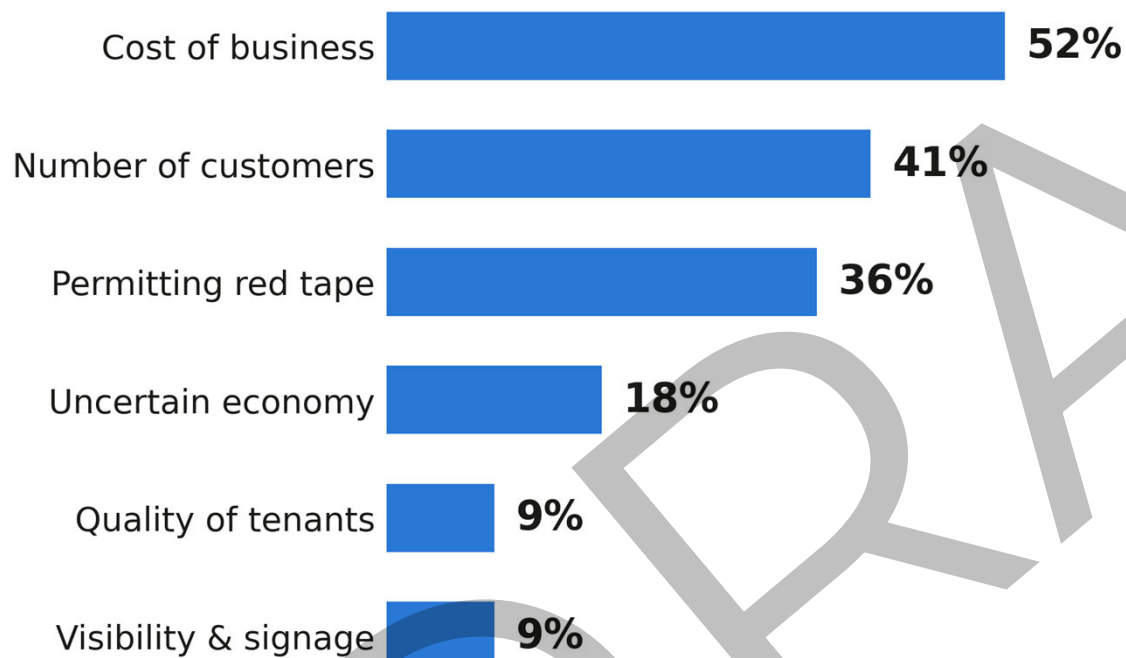
What are downtown's two biggest challenges? — n=44

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7

BIGGEST CHALLENGES

What Hurts Businesses Most



52%

Cite cost of business

"How can we help you?"

— what respondents want the permitting process to sound like

Biggest challenges for downtown businesses — n=44

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8

A CLOSER LOOK

Owners vs. Lessees

11 owners. 23 lessees.

Collaborate together

Attracts people

Future exciting

Great place today

Housing helps

Lessees (n=23) Owners (n=11)

Mean score: -2 (strongly disagree) to +2 (strongly agree)

A CLOSER LOOK

Where Each Group Points

LESSEES

Point at property owners

"Just an asset in the financials."

PROPERTY OWNERS

Point at the government

"Fix permitting and reputation."

Open-ended: "How could owners and businesses work together better?"

HEADLINE FINDINGS

Challenges to Address

Real challenges — alongside real strengths to build on.



Collaboration Is Broken

Weakest-rated question surveyed



Properties Sit Neglected

Top challenge — 45%



Cost & Red Tape Bite

Top business pain points



Assets Poorly Connected

Marina, beach, airport underused

Real Optimism, Too



Real Potential, Felt Locally

"So much potential I can feel it!"

— Business owner (lessee)



New Energy Downtown

"New energy surrounding revitalization of the city core."

— Business owner (lessee)



Proud To Call It Home

"It's a great small city to work and live in."

— Property owner

NEXT-STEP ENGAGEMENT

Community Ties & Momentum



81%

Belong to the Chamber



59%

Want a roundtable

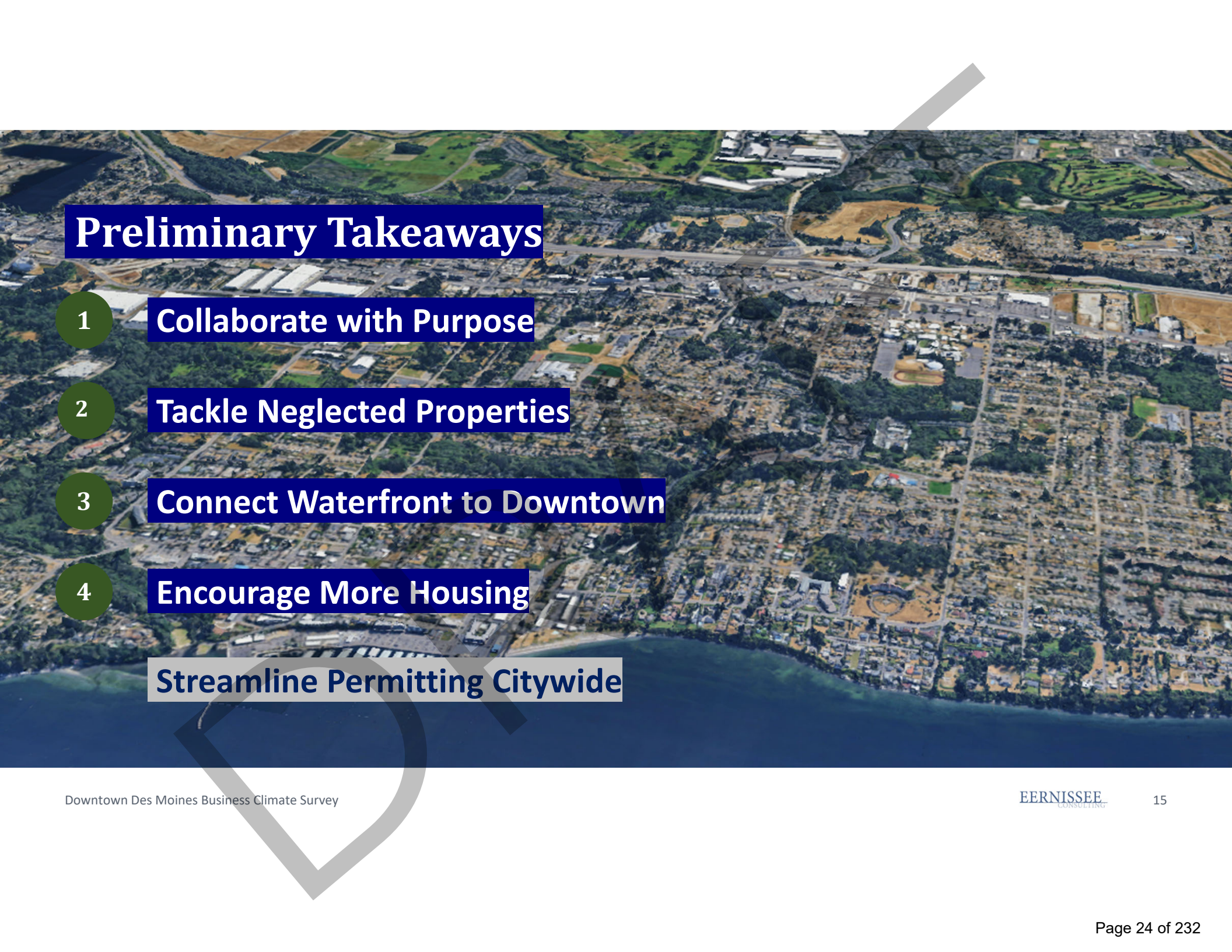


70%

Left contact info

Business Roundtables

Summary of Findings



Preliminary Takeaways

- 1 Collaborate with Purpose
- 2 Tackle Neglected Properties
- 3 Connect Waterfront to Downtown
- 4 Encourage More Housing

Streamline Permitting Citywide



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Discussion

City Council Meeting
24 September 2026

The Downtown Des Moines Business Climate Initiative

Made possible by the Economic Development City Partnership grant from the Port of Seattle

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Approval of Vouchers

ATTACHMENTS:

1. 9.24.2026 Voucher Certification

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Finance

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

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.

Motion: "I move to approve the payment vouchers through August 12th, 2026 and payroll transfers through August 6th, 2026 in the attached list and further described as follows:"

EFT's & ACI Virtual Card Payments	# 14095 - # 14202	\$ 2,752,384.06
Wires	# 3411 - # 3436	\$ 3,011,110.46
Accounts Payable Checks	# 167704 - # 167736	\$ 276,017.25
Payroll Checks 8/20/2026	# 20132 - # 20138	\$ 7,158.01
Payroll Advice 8/20/2026	# 18602 - # 18789	\$ 547,872.65
Payroll Checks 9/4/226	# 20139 - # 20143	\$ 9,034.51
Payroll Advice 9/4/2026	#18790 - # 18976	\$ 537,379.80
Payroll Advice off cycle 9/3/2026	# 18977	\$ 6,642.20
Total Checks and Wires for A/P & Payroll		\$ 7,147,598.94

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.

Financial Impact

As described above.

Recommendation

Approval of vouchers.



Voucher Certification Approval
September 24, 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 **September 24, 2026** the Des Moines City Council unanimously approved for payment the vouchers through September 9, 2026 and payroll transfers through September 4, 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

Jeff Friend, Finance Director

			# From	# To	Amounts
Claims Vouchers:					
EFT's & ACI Virtual Cards			14095	14202	2,752,384.06
Wires			3411	3436	3,011,110.46
Checks			167704	167736	276,017.25
Total Vouchers paid					6,039,511.77
Payroll Vouchers					
Payroll Checks	8/20/2026		20132	20138	7,158.01
Payroll Advice			18602	18789	547,872.65
Payroll Checks	9/4/2026		20139	20143	9,034.51
Payroll Advice			18790	18976	537,379.80
Payroll Advice -Off Cycle	9/4/2026		18977	18977	6,642.20
Total Paychecks & Direct Deposits					1,108,087.17
Total checks and wires for A/P & Payroll					7,147,598.94

**City Council
AGENDA ITEM**

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

SUBJECT: Approval of Minutes

ATTACHMENTS:

1. August 13, 2026 City Council Meeting Minutes
2. August 27, 2026 City Council Meeting Minutes

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

City Clerk

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is for the City Council to review the minutes from the August 13, 2026, and August 27, 2026 City Council Regular Meetings.

Motion: "I move to approve the minutes from the August 13, 2026, and August 27, 2026 City Council Regular Meetings."

Background

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

Alternatives

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

Recommendation

Staff recommends the City Council approve the meeting minutes as presented.



**MINUTES
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, August 13, 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, and Councilmember Jeremy Nutting.

Council via Phone:

Councilmember Harry Steinmetz joined the meeting at 6:15 p.m.

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; Police Chief Ted Boe; Assistant Police Chief Cory Stanton; Sergeant Justin Cripe; Community Engagement Officer Junior Aumavae; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Community Development Director Rebecca Deming; Senior Planner Jason Woycke; Public Works Director Mike Slevin; City Engineer Tommy Owen; Surface Water and Environmental Engineering Manager Tyler Beekley; IT Manager Chris Pauk; City Clerk Taria Keane and City Hall Office Specialist Denise Hall.

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

COMMENTS FROM THE PUBLIC

- Melanie Barlow, Redondo Parking
- Judy Grande, Oppose Flock
- Victoria Andrews, Communication
- Bill Linscott, Marina District
- Susan Aigner, Oppose Flock
- Patrice Thorell, Critical Infrastructure
- Barb Houston-Shimizu, Food Bank

REGIONAL COMMITTEE REPORT

- Councilmember JC Harris gave the Council an update on the Flood Control District Advisory Committee meeting, which was held on August 12, 2026.
- Councilmember Pierre Blosse gave the Council an update on the WRIA 9 Committee meeting, which was held on August 13, 2026.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

Item 1. King County Metro Update

- Government Relations Administrator Nathaniel Waugh and King County Metro Transportation Planner Jeremy Fichter gave Council a PowerPoint presentation providing an update on King County Metro.

Item 2. Update from the King County Library System on Des Moines Programs

- King County Library Regional Library Manager Felicia Wilson and Librarian & Information Services Manager Erik Matthews gave Council a PowerPoint presentation on the King County Library System.

Item 3. Community Engagement Officer Introduction and 2026 Work Plan

- Community Engagement Officer Junior Aumavae gave Council a PowerPoint presentation on the 2026 Work Plan.

Item 4. **Crime in Washington Report**

- Police Chief Ted Boe gave Council a PowerPoint presentation on the Crime in Washington Report.

CONSENT AGENDA

Item 1. **Approval of Vouchers**

Motion: "I move to approve the payment vouchers through July 29th, 2026 and payroll transfers through July 20th, 2026 in the attached list and further described as follows:"

EFT Vendor Payments	# 13846 - # 14010	\$ 3,293,698.90
Wires	# 3370 - # 3388	\$ 952,347.91
Accounts Payable Checks	# 167587 - # 167668	\$ 499,381.55
Voided Checks	# 165967,166170,167233	(\$3,534.74)
Payroll Checks 7/2/2026	# 20076 - # 20092	\$ 13,017.68
Payroll Advice 7/2/2026	# 18064 - # 18239	\$ 537,081.64
Payroll Checks 7/20/2026	# 20093 - #20114	\$ 37,237.72
Payroll Advice 7/20/2026	#18240 - #18411	\$ 513,636.25
Payroll Checks-Off Cycle	# 18217, #20079	(\$2006.21)
Payroll Advice-Off Cycle	# 20115 - #20116	\$2006.21

Total Checks and Wires for A/P & Payroll:	\$ 5,842,866.91
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Item 2. **LUA2019-0063 Final Plat Approval**

Motion: "I move to concur with City staff approval of LUA2019-0063 final plat entitled "Shiferaw Modified Short Plat."

Item 3. **Signal Maintenance Agreement with WSDOT**

Motion: "I move to approve the Agreement between the Washington State Department of Transportation and the City of Des Moines – Agreement GMC 1029, and further authorize the City Manager to sign said Agreement substantially in the form as submitted."

Item 4. **16th Ave Storm Project Contracts**

Motion 1: "I move to approve the Public Works Contract with Bayshore Construction Company (Contractor) for the 16th Ave S Ditch Decommissioning and Stormwater Improvements Project in the amount of \$898,374.00, authorize a project construction contingency in the amount of \$200,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Motion 2: "I move to approve the 2026-2027 On-Call General Civil Engineering Services Task Assignment 2026-03 with Perteet to provide Construction Management services for the 16th Ave S Ditch Decommissioning and Stormwater Improvements Project in the amount of \$141,705 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

Item 5. **Draft Resolution 26-093 - Midway Park RCO Grant Authorization**

Motion: "I move to adopt Draft Resolution 26-093 which authorizes city staff to pursue a grant with the State's Recreation and Conservation Office in the amount of \$500,000 for the Midway Park Open Space Design project."

Item 6. **Stormwater Management Action Plan - Phase 2 Task Assignment**

Motion: "I move to approve the 2026-2027 On-Call General Civil Engineering Services Task Order Assignment 2026-05 with Parametrix, that will provide engineering support of the Stormwater Management Action Planning (SMAP) program in the amount of \$93,826.40, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted."

Item 7. **Redondo Parking Lot Resurfacing and Striping Project Contract Award**

Motion: "I move to approve the Public Works Contract with AA Asphaltting, LLC, for the Redondo Parking Lot Resurfacing and Striping Project in the amount of \$105,560.06, authorize a project construction contingency in the amount of \$9,439.94, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Item 8. **PSE Schedule 74 Construction Agreement for Barnes Creek Trail Project**

Motion: "I move to approve the Schedule 74 Construction Agreement with PSE for the Barnes Creek Trail Project and further authorize the City Manager to sign said Agreement Substantially in the form as submitted."

Direction/Action

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

Motion Passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1. **Carters Dock LLC Development Agreement**

At 7:43 p.m. Mayor Yoshiko Grace Matsui opened the Public Hearing.

Community Development Director Rebecca Deming along with the applicant, Carol Crane, gave the Council a PowerPoint presentation on the Carters Dock LLC Development Agreement.

Public Comment

- Lee Tomlin, Opponent
- Karen Schartman, Opponent
- Diane Tucker, Opponent
- Lynn Formeter, Opponent

Mayor Yoshiko Grace Matsui asked 3 times if anyone wished to speak.

Seeing none, Mayor Yoshiko Grace Matsui asked the Council if they had any questions.

At 8:17 p.m. Mayor Yoshiko Grace Matsui closed the Public Hearing.

Direction/Action

Motion made by Councilmember Jeremy Nutting to adopt Draft Resolution 26-096 approving the Carters Dock LLC Development Agreement and authorize the City Manager to sign the Development Agreement substantially in the form as submitted, seconded by Councilmember Robyn Desimone.

Motion Passed 7-0.

UNFINISHED BUSINESS

Item 1. 223rd Street Alternatives Revisit

- Public Works Director Mike Slevin gave the Council a PowerPoint presentation on S. 223rd Street Alternatives.

Direction/Action

Motion made by Councilmember Robyn Desimone to approve Option 2 and not to accept the grant and use funds from the Transportation Benefit Fund, seconded by Mayor Yoshiko Grace Matsui.

Amended Motion made by Councilmember Pierre Blosse to approve Option 2 with an additional \$75,000 - \$100,000 Beautification Fund, seconded by Councilmember Robyn Desimone.
Motion passed 4-3.

For: Mayor Yoshiko Grace Matsui; Councilmember Pierre Blosse; Councilmember Robyn Desimone; and Councilmember Jeremy Nutting.

Against: Deputy Mayor Gene Achziger; Councilmember JC Harris; and Councilmember Harry Steinmetz.

Amendment to the Amended Motion made by Councilmember Pierre Blosse to remove the words "not to accept the grant" and move the grant over to a separate discussion at a later date, seconded by Councilmember Jeremy Nutting.

Amendment to the Amended Motion failed 3-4.

For: Councilmember Pierre Blosse; Councilmember Jeremy Nutting; and Councilmember Harry Steinmetz.

Against: Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; Councilmember Robyn Desimone; and Councilmember JC Harris.

The Amended Main Motion failed 3-4.

For: Mayor Yoshiko Grace Matsui; Councilmember Pierre Blosse; and Councilmember Robyn Desimone.

Against: Deputy Mayor Gene Achziger; Councilmember JC Harris; Councilmember Jeremy Nutting and Councilmember Harry Steinmetz.

Direction/Action

Motion made by Councilmember JC Harris to approve Option 3; seconded by Councilmember Jeremy Nutting.

Motion failed 3-4.

For: Councilmember JC Harris; Councilmember Jeremy Nutting and Councilmember Harry Steinmetz.

Against: Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; Councilmember Pierre Blosse; and Councilmember Robyn Desimone.

Motion made by Deputy Mayor Gene Achziger to approve Option 1; seconded by Councilmember Robyn Desimone.

Motion failed 3-4.

For: Mayor Yoshiko Grace Matsui; Deputy Mayor Gene Achziger; and Councilmember Robyn Desimone.

Against: Councilmember Pierre Blosse; Councilmember JC Harris; Councilmember Jeremy Nutting; and Councilmember Harry Steinmetz.

NEW BUSINESS

Item 1: **Development Agreement Ordinance – First Reading**
The agenda item was moved to the August 27, 2026, City Council Meeting.

Item 2: **Capital Improvements Plan – First Reading**
The agenda item was moved to the August 27, 2026, City Council Meeting.

Item 3: **Food Bank Relocation MOU**

- City Attorney Tim George gave Council a PowerPoint presentation on the Food Bank Relocation MOU

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the MOU with the Des Moines Area Food Bank to grant access to City property to allow for preliminary planning and review for the potential relocation of the Food Bank, and authorize the City Manager to sign the MOU substantially in the form a, seconded by Councilmember Robyn Desimone.

Motion Passed 7-0.

NEXT MEETING DATE

August 27, 2026 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Jeremy Nutting to adjourn, seconded by Councilmember Robyn Desimone.

Motion Passed 7-0.

The meeting adjourned at 9:56 p.m.



**MINUTES
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, August 27, 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, and Councilmember Harry Steinmetz

Staff Present:

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; 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; Community Development Director Rebecca Deming; City Engineer Tommy Owen; Surface Water and Environmental Engineering Manager Tyler Beekley; Civil Engineer 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

- Susan Aigner, Oppose Flock
- Christie A, Flock
- Judy Grande, Oppose Flock
- Bonita Reister, Oppose Flock

REGIONAL COMMITTEE REPORT

- There were no Regional Committee Reports.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

Item 1. **Legislative Update from Senator Tina Orwall**

- Senator Tina Orwall gave Council a legislative update.

Item 2. **Des Moines Historical Society New Executive Director**

- Executive Director VJ Koacki gave Council an update on the Des Moines Historical Society.

Item 3. **2026 2nd Quarter Financial Report** Staff Presentation: Jeff Friend, Finance Director

- Finance Director Jeff Friend gave Council a PowerPoint presentation on the 2026 2nd Quarter Financial Report.

Item 4. **Community Enrichment Services - Fall/Winter Programming Preview** Staff Presentation: Kyle Ehlers, Program Supervisor, Community Enrichment

- Program Supervisor Kyle Ehlers gave Council a PowerPoint presentation on the Community Enrichment Services Fall and Winter Programming 2026.

CONSENT AGENDA

Item 1. **Approval of Vouchers** **Motion:** "I move to approve the payment vouchers through August 12th, 2026 and payroll transfers through August 6th, 2026 in the attached list and further described as follows:"

EFT Vendor Payments	# 14011 - # 14094	\$ 725,033.46
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Wires	# 3389 - # 3410	\$ 1,020,303.20
Accounts Payable Checks	# 167669 - # 167703	\$ 133,800.84
Voided Checks	# 165975, 166298, 166371	(\$350.00)
Payroll Checks 8/5/2026	# 20117 - # 20130	\$ 19,225.29
Payroll Advice 8/5/2026	# 18412 - # 18601	\$ 543,067.25
Payroll Advice-Off Cycle 8/6/2026	# 20011	-\$ 72.49
Payroll Advice-Off Cycle 8/6/2026	#20131	\$ 72.49

Total Checks and Wires for A/P & Payroll:	\$ 2,441,125.04
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- Item 2. **Approval of Minutes**
Motion: "I move to approve the minutes from the July 09, 2026 City Council Regular Meeting, July 30, 2026 City Council Leadership Workshop, and the August 06, 2026 Committee of the Whole and Study Session meetings."
- Item 3. **Judge Pro Tem Compensation - 1st Reading**
Motion: "I move to pass Draft Ordinance 26-059 to a second reading on the next available regular Council meeting agenda."
- Item 4. **ILA with Highline Water District for 2026 North Hill AC Water Main Replacement Project**
Motion: "I move to approve the Interlocal Agreement between the City of Des Moines and Highline Water District regarding the 2026 North Hill AC Water Main Replacement Project, and further authorize the City Manager to sign said Agreement substantially in the form as submitted."
- Item 5. **Hemstad Consulting Contract Extension**
Motion: "I move to approve the contract extension with Hemstad Consulting, and authorize the City Manager to sign the Agreement substantially in the form as submitted."
- Item 6. **Citizens Advisory Board Appointment**
Motion: "I move to confirm the appointment of Philip Mendoza to the Citizens Advisory Board as the Business representative, effective immediately with an expiration date of June 30, 2027."
- Item 7. **Marina Steps Innovative Stormwater Bioretention Testing, Grant and Consultant Contract Amendments**
Motion 1: "I move to authorize the acceptance of the Puget Sound National Estuary Program Grant Amendment #1 for the Marina Steps

Innovative Stormwater Bioretention Testing project in the amended amount of \$548,386.00 and authorize the City Manager to sign the State funding agreement when it is available.”

Motion 2: “I move to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-016 Amendment #2 with Psomas, Inc. to provide stormwater bioretention testing and reporting in association with the Marina Steps Innovative Stormwater Bioretention Testing project in the amended amount not to exceed \$263,323.07 and authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Item 8.

Groundwater Remediation Consultant Contract

Motion 1: “I move to approve the consultant services contract with WSP USA, Inc. to provide consultant services for the Public Works Yard Ground Water Remediation Project in the amount of \$119,356.00 and authorize the City Manager to sign said Task Assignment Supplement substantially in the form as submitted.”

Motion 2: “I move to direct Administration to submit a budget amendment for the 2026 self-insurance fund to incorporate the 2026 WSP USA, Inc consultant services contract.”

Item 9.

Barnes Creek Trail Project - Joint Utility Trench Agreement with Comcast

Motion: “I move to approve the Joint Trench Utility Agreement with Comcast for the Barnes Creek Trail Project and further authorize the City Manager to sign said Joint Trench Utility Agreement substantially in the form as submitted.”

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 Agenda Item #8 for discussion.

The remainder of the Consent Agenda **passed 7-0**.

Council discussed Consent Agenda Item #8.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve Consent Agenda Item #8 Motion 1 as read, seconded by Councilmember Harry Steinmetz.

Motion Passed 7-0.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve Consent Agenda

Item #8 Motion 2 as read, seconded by Councilmember Harry Steinmetz.
Motion Passed 7-0.

NEW BUSINESS

Item 1. **Capital Improvements Plan**
Staff Presentation: Jeff Friend, Finance Director

Motion: "I move to adopt Draft Resolution No. 26-098 approving the City of Des Moines 2027 - 2032 Capital Improvements Plan."

- Finance Director Jeff Friend gave Council a PowerPoint presentation on the 2027-2032 Capital Improvements Plan.

Direction/Action

Motion made by Councilmember Jeremy Nutting to adopt Draft Resolution 26-098 approving the City of Des Moines 2027-2032 Capital Improvements Plan, seconded by Councilmember Harry Steinmetz.

Motion Passed 7-0.

Item 2. **Development Agreement Ordinance - 1st Reading**
Staff Presentation:
Rebecca Deming, Community Development Director

Motion: "I move to pass Draft Ordinance 26-030 to a second reading on the next available regular Council meeting agenda."

- Community Development Director Rebecca Deming gave Council a PowerPoint presentation on the Development Agreement Ordinance.

Direction/Action

Motion made by Councilmember Jeremy Nutting to pass Draft Ordinance 26-030 to a second reading on the next available regular Council Meeting agenda, seconded by Mayor Yoshiko Grace Matsui.

Motion Passed 6-1.

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

Against: Councilmember JC Harris

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

Mayor Yoshiko Grace Matsui requested that a discussion regarding the 223rd Street

Project be placed on a future agenda.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

Councilmember Pierre Blosse

- No Report

Councilmember Harry Steinmetz

- Summer Events

Councilmember JC Harris

- Citizen Advisory Board

Councilmember Robyn Desimone

- No Report

Councilmember Jeremy Nutting

- Poverty Bay Blues and Brews Festival

Deputy Mayor Gene Achziger

- Poverty Bay Blues and Brews Festival

PRESIDING OFFICER'S REPORT

- Budget Town Hall
- Community Engagement for Budget Outreach
- Thank you to Arts Commission for the Summer Concert Series
- Thank you to Public Works and Surface Water Management Departments

EXECUTIVE SESSION

NEXT MEETING DATE

September 03, 2026 Committee of the Whole and Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Jeremy Nutting to adjourn, seconded by Councilmember Harry Steinmetz.

Motion Passed 7-0.

The meeting adjourned at 8:07 p.m.

**City Council
AGENDA ITEM**

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

SUBJECT: 2026 Lodging Tax Advisory Committee Spending Recommendation

ATTACHMENTS:

1. Oktoberfest Brews Cruise LTAC Application

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

September 9, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider and approve the Lodging Tax Advisory Committee's (LTAC) recommendations for expenditures of Lodging Tax funds collected by the City. The following motion will appear on the Consent Calendar:

Motion: "I move to approve the recommendations as submitted by the Lodging Tax Advisory Committee for the expenditure of Lodging Tax funds."

Background

The City charges a .8% special excise tax on the sale of or charge made for overnight lodging stays. The Des Moines Lodging Tax Advisory Committee is responsible for reviewing applications for lodging tax funds and making recommendations to the City Council regarding the distribution of those funds. Lodging taxes are only eligible to be used for limited purposes pursuant to state law. Revised Code of Washington (RCW) 67.28.1815 limits the use of lodging tax funds as follows:

All revenue from taxes imposed under this chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities.

Only the following entities are eligible to apply for direct lodging tax funding:

1. Cities, towns, and counties of Washington State;

2. Convention and Visitors Bureaus;
3. Public Facilities Districts; and
4. Non-Profits organized as either a 501(c)(3) or 501(c)(6).

Requests to use lodging tax funds – including requests by the City itself – are submitted to the City. The lodging tax advisory committee reviews the applications for funding and then forwards a list of candidates to the City Council for final action. As part of the application process, a requestor must provide to the City estimates on how the lodging tax funds will result in an increase in the number of people traveling for business or pleasure on a trip.

After a recommendation is made by the Committee, the City Council can either:

1. Agree and fund the request.
2. Seek a modified funding amount. This requires notice to the Committee and a chance to respond.
3. Deny the funding request.

The Council cannot award funds to a request that is not recommended for funding by the Committee.

Discussion

After payment of pending invoices for previously approved applications, the City will have \$59,874 in lodging tax funds remaining. One application was received in August and is summarized below:

- **Des Moines Chamber of Commerce** — Funding to host an Argosy cruise in October. Total request: \$7,734.87.

The Lodging Tax Advisory Committee reviewed and discussed the application at its September meeting and unanimously recommended that it be funded in full.

The Committee's recommendation is now forwarded to the City Council for review and approval.

Alternatives

The City Council could elect to spend the Lodging Taxes in a different manner. If the funds are not spent in the exact manner that is recommended by the Lodging Tax Advisory Committee, there are specific conditions that must be met prior to expenditure, including allowing 45 days for the Committee to review the Council's recommendations and to respond.

Financial Impact

The expenditure of these funds is limited by state law. There is no negative financial impact from spending them as they cannot be used for general funds purposes.

Recommendation

Approve the motion as written.



Des Moines Chamber of Commerce
PO Box 98324
Des Moines WA 98198
206-251-2719

Aug 5, 2026

Lodging Tax Advisory Committee
City of Des Moines
21630 11th Ave S
Des Moines, WA 98198

Subject: Lodging Tax Grant Application – Des Moines Marina Sunset Cruise Series

Dear Members of the Lodging Tax Advisory Committee,

On behalf of the Des Moines Chamber of Commerce, we are pleased to submit our application for the *Oktoberfest Brews Cruise* as a pilot for the *Des Moines Marina Sunset Cruise Series*. Operating directly out of our marina and in partnership with the well-established Argosy Cruise Line, this series captures the stunning beauty of Puget Sound sunsets to draw visitors from across the region. By showcasing our shoreline from the water, we offer regional travelers an irresistible new reason to visit and explore Des Moines.

To maximize tourism impact, these cruise excursions will be paired with some of our major celebrations, such as Men In Black, the Waterland Festival, and Oktoberfest. Packaging these vibrant evening cruises alongside local accommodation deals will turn single-day eventgoers into overnight guests; increasing hotel stays, boosting evening dining, and strengthening our local lodging tax base.

We appreciate your consideration of our proposal and look forward to partnering with the City to elevate our visitor economy and showcase the very best of Des Moines.

Sincerely,
Traci Buxton
President, Des Moines Chamber of Commerce
President@desmoineswachamber.org
206-251-2719

2026 Application for Des Moines Lodging Tax Funds

Amount of Lodging Tax Requested: \$ 7,734.87

Organization/Agency Name: Des Moines Chamber of Commerce			
Federal Tax ID Number: 41-3209578			
Event or Activity Name (if applicable): Oktoberfest Brews Cruise			
Contact Name and Title: Traci Buxton, President			
Mailing Address: PO Box 98372	City: Des Moines	State: WA	ZIP: 98198
Phone: 206-251-2719	Email Address: president@desmionewac hamber.org		
☒ Non-Profit ☐ For-Profit ☐ Public Agency			

CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with the City.
- The City of Des Moines will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of invoices and payment documentation.
- Funds must be expended within the calendar year.
- Reporting requirements meeting state guidelines outlined in this application must be submitted with final request for reimbursement.

Signature: <i>Traci Buxton</i>	Date: 7-24-26
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Application Overview

Provide us with an overview of your request:

Attach:

1. Description and itemized budget showing how you intend to use the amount requested from the City of Des Moines (income and expenses). - **Addendum #2**
2. If your agency is a non-profit a copy of your agency's current non-profit corporate registration with the Washington Secretary of State. - **Addendum #3**
3. A copy of your organization's business plan **Addendum #4** (please limit to not more than two pages) and annual budget. - **Addendum #5**
4. Brochures or other information about your event/activity/facility, in particular items showing recent tourism promotion efforts. (Optional) **Addendum #6**

This proposal and all documents filed with the City are public records. The City may choose to post on its website copies of the proposals and attached documents.

Tell us who you expect to attract:

We will be supported by Explore Seattle Southside through their non-paid channels and have agreed to partner with South King Media and the existing Oktoberfest Committee. We expect to attract businesses and residents from the Des Moines community as well as a significant number of people and businesses from outside our City boundaries, including; Normandy Park, Burien, Sea Tac, Tukwila, Kent, Auburn, and Federal Way.

The State of Washington requires an estimate for the following questions below:

As a direct result of your proposed tourism-related service, provide an estimate of:		What method was used to determine attendance in previous years?
a. Overall Attendance Enter the total number of people predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 400 Capacity of the Vessel Based on success of Historical Society event	X ☐ NA - this year: Direct Count ☐ Indirect Count ☐ Representative Survey ☐ X Informal Survey ☐ Structured Estimate
b. Attendance, 50+ Miles Enter the number of people who traveled greater than 50 miles predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 20 As estimated by ESS	X ☐ NA - this year: Direct Count ☐ Indirect Count ☐ Representative Survey ☐ X Informal Survey ☐ Structured Estimate
c. Attendance, Out of State, Out of Country Enter the number of people from outside the state and country predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 10 As estimated by ESS	X ☐ NA - this year: Direct Count ☐ Indirect Count ☐ Representative Survey ☐ X Informal Survey ☐ Structured Estimate

d. Attendance, Paid for Overnight Lodging Enter the number of predicted to attend this activity and pay for overnight lodging, and select the method used to determine the attendance.	Predicted: 2 As estimated by ESS	☒ NA - this year: Direct Count ☐ Indirect Count ☐ Representative Survey ☒ X Informal Survey ☐ Structured Estimate
e. Attendance, Did Not Pay for Overnight Lodging Enter the number of predicted to attend this activity without paying for overnight lodging, and select the method used to determine the attendance.	Predicted: 398 As estimated by ESS	☐ NA - this year: Direct Count ☐ Indirect Count ☐ Representative Survey ☐ Informal Survey ☒ X Structured Estimate

Methods

Direct Count: Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.

Indirect Count: Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.

Representative Survey: Information collected directly from individual visitors/participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.

Informal Survey: Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.

Structured Estimate: Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).

Actual data will be required with your final reimbursement.

Application Submittal

Submit a PDF or one original signed copy to:

City of Des Moines Lodging Tax Advisory Committee
c/o Ed Armijo
21630 11th Ave S., Suite A
Des Moines, WA 98198
Email: EArmijo@desmoineswa.gov

You must complete and sign the cover sheet with this packet

- ⇒ **You may use the Supplemental Form or type the questions and answers on separate sheets of paper.**
- ⇒ **Please number each page in your packet, except for the optional brochures/information**

General Information

City of Des Moines Lodging Tax Fund Overview

The City's Lodging Tax Fund is the primary source of City funding for activities, operations, and expenditures designed to increase tourism. In any given year, the City may maintain a reserve in the Fund, and will assess on an annual basis how much of the fund to appropriate in a given year.

The Des Moines City Council has created a Lodging Tax Advisory Committee to conduct an annual process to solicit and recommend Lodging Tax funded services for City Council consideration.

HIGH PRIORITY will be given to tourism activities that:

- Have a demonstrated potential or high potential from the Committee's perspective to result in overnight stays by tourists in lodging establishments within the City of Des Moines.
- Promote Des Moines and/or events, activities, and places in the City to potential tourists from outside King County.
- Have demonstrated or high potential from the Committee's perspective to result in documented economic benefit to Des Moines.
- Have a demonstrated history or success in Des Moines, or are proposed by a group with a demonstrated history or high potential of success with similar activities.
- Minimize duplication of services where appropriate and encourage cooperative marketing and/or includes an element of cooperation or partnership.
- Provide, maintain, operate or enhance City-owned tourism facilities or infrastructure.

State Law Excerpts

RCW 67.28.1816 – Use of Lodging Tax Fund.

Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing;
- b. The marketing and operations of special events and festivals designed to attract tourists;
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

RCW 67.28.080 – Definitions.

- "Municipality" means any county, city or town of the state of Washington.
- "Operation" includes, but is not limited to, operation, management, and marketing.
- "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.
- "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- "Tourism promotion" means activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities.
- "Tourist" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.
-

**Des Moines Chamber of Commerce - Cruise Series Pilot
Application for LTAC Funds
High Priority Considerations**

Addendum #1

Thank you for the opportunity to apply for this grant. We deeply appreciate your thoughtful consideration of our ability to increase tourism in the City of Des Moines through this series of events.

Following are supplemental comments addressing **RCW 67.28.1816**, **RCW 67.28.080**, and the High Priority parameters mentioned in the grant application:

1. Demonstrated potential to result in overnight stays

This Oktoberfest cruise is designed to be a pilot for a series of cruises that would be integrated into a small handful of significant community festivals, and occur on Friday evenings as openers to these festivals, such as; Men in Black, Waterland, Blues and Brews, and Oktoberfest.

Timing as it was, there were no vessels available for Friday evening, Sept 18 in support of the Oktoberfest celebration. However, based on the success of the Historical Society event (a Waterland, Sunday afternoon), we believe that we can be a successful addition to the Oktoberfest celebration, and prove worthiness as a component of a festival that has a regional draw.

Based on the attendance of the mentioned festivals and the vision of these festivals to draw attendees from 50+ miles, we believe that a series of Friday evening sunset cruises that provide alcoholic beverages will naturally invite attendees to stay overnight rather than drive home.

2. Promote Des Moines, its events, and features to tourists outside King County

Because Des Moines has the only waterfront access between Seattle and Tacoma, activities that invite people to recreate on the water will have a natural draw. When attached to unique events such as Men In Black, Oktoberfest, or Blues n Brews, there is no doubt that folks outside King County will participate in the cruises, as they already visit these events.

3. High potential for economic benefit to Des Moines

The Chamber is highly invested in the promotion of its member businesses and will produce materials for the cruises (maps, flyers, cards, etc.) that invite tourists to our restaurants, shops, and services. Because the cruises embark and disembark in our Marina only, and during a celebration, there is high potential of participation in any other activities planned in Des Moines (including paid parking and Marina moorage).

4. History of success in Des Moines

These cruises will be born out of a partnership with Argosy Cruise Lines, which has a long-standing history with the City of Des Moines through our Christmas Ship events. In addition, the most recent Argosy Cruise out of Des Moines - sponsored by the Historical Society - was a fully booked event one week ahead of the event - with little advertising.

5. Minimize duplication of services, with an element of partnership

There is no other cruise or water activity planned for any of the celebrations mentioned. The goal of these cruises is to be a component and enhancement of already existing celebrations; to draw people to participate, who may not otherwise visit, and to begin to advertise and activate our unique, waterfront setting on the Sound.

This cruise series has the potential to create partnerships on many fronts among our non-profits, our business community, regional sponsors, and the City.

6. Enhance City-owned tourism facilities

The greatest tourism facility in the city of Des Moines is the Marina Complex; with its marina, trailhead, beach park, coming Marina Steps, and potential for retail locations. These cruises will spotlight these opportunities and features to all who visit, with the potential of not only drawing patrons, but investment.

**Des Moines Chamber of Commerce - Cruise Series Pilot
Application for LTAC Funds
Breakdown of Requested Funds**

Addendum #2

Amount Requested: \$7,734.87

Base Price for the Vessel:	\$6,000
Required deadhead transport:	\$600.00
Required for provision of non-alcoholic beverages:	\$834.87 (Water, tea, coffee, soda)
Required fee for outside catering:	\$300

\$7,734.87





**Des Moines Chamber of Commerce
Business Plan
2026**

Executive Summary

The Des Moines Chamber of Commerce has been founded to foster economic vitality, public-private alignment, and commercial growth in Des Moines. By connecting local businesses, residents, non-profits, and governmental leadership, the Chamber is working to enhance our resilient local economy. This plan outlines our mission and operational roadmap, and demonstrates our strength as a viable and dynamic support for the Des Moines business community.

Mission Statement

Our mission is to bring residents, nonprofits, businesses and local government together to create meaningful connections, new opportunities, and lasting growth.

Core Action Plan

The Des Moines Chamber works to fulfill their mission of:

Connecting; Through multi-schedule business networking, targeted multi-channel communications (newsletters, social media), personal outreach, and public community events, we connect businesses to each other, and bring local and regional residents to our businesses.

Creating Opportunities; Through member spotlights on-line and at events, hosted brick-and-mortar venue events, and peer-led educational platforms and marketing, we encourage and highlight the strengths of our business community.

Promoting lasting, economic growth; Through multi-stakeholder relationship-building across residential, visitor, commercial, and municipal/state leadership channels, we encourage solidarity, create a business voice, and advocate for lasting economic health for our community.

2026 Operational Work Plan

1. Administrative Foundation and Governance

Establishment: Completed establishment of all required administrative elements in providing proper governance of a 501(c)(6) including banking, accounting systems, and required governance policies.

Membership: Finalized membership tiers and recruitment process

Non-profit: Certified with State as a non-profit and working to establish a 502(c)(3) for tax-deductible gifts, and community development funding.

2. Branding, digital infrastructure, and communication

Mission: Established a mission statement that aligns with economic support and growth,

Website: Built and launched a modern, accessible website that serves as a portal for local commerce, messaging, marketing, and promotion of businesses and their programs and events

Social Presence: Established a recognized and followed on-line presence in social media channels

Communication: Established a regularly published newsletter for the dissemination of education, information, and spotlighting members and the community

Branding: Consider a tag line, eg; Vibrant business, vibrant community

3. Economic Initiatives

Signature Event: Create and execute at least one major revenue-generating community event to further our Mission and build organizational sustainability.

Resource Directory: Publish a user-friendly resource guide for community residents and local businesses.

Visible Capital Projects: Execute 2 targeted commercial enhancements (focusing on lighting, frontage treatments, signage, etc.) using a pre-permitted list in coordination with the local Arts Commission or the City.

4. Connection and Coalition-building

Inter-Agency Partnerships: Re-establish and strengthen formal, collaborative relationships with the City of Des Moines, regional chambers of commerce, and non-profit leaders.

Events & Education: Partner with local organizations and members to produce community events and host educational workshops, resource fairs, forums, and stakeholder roundtables

Connection Programming: Host and Co-host regularly scheduled connecting events for the business community, leadership, and stakeholders.

Shared Network Database: Develop a central volunteer and business networking database for streamlining community participation.

Addendum #5

Des Moines Chamber of Commerce Estimated Draft Budget for 2207 based on Form 1024

Revenue

Gifts, Grants, Contributions	\$20,000
Membership Fees	\$80,000
Event revenue	\$30,000

Total Revenue	130,000
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Expenses

Fundraising	\$5,000
Compensation of officers	\$60,000
Occupancy, Utilities	\$12,000
Depreciation	\$1,000
Professional fees	\$4,000
Misc not otherwise listed	\$12,000

Total Expenses	\$94,000
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Promotional Efforts

All promotional efforts can be viewed on our source facebook page. Events with a regional draw are appropriately boosted to reach a wider audience and have been successful in producing feedback.

<https://www.facebook.com/profile.php?id=61587925570680>

In addition:

- We have reached out to Explore Seattle Southside for who will promote this event on their free channels
- We have recently partnered with the Waterland Blog who will promote our events regionally
- We will be partnering with the Oktoberfest team on any promotional materials or efforts they produce.

**City Council
AGENDA ITEM**

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

SUBJECT: 2026 City Hall Suite A Restroom and Kitchen Remodel

ATTACHMENTS:

1. NFI Enterprises PW Contract

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

August 27, 2026

CLEARANCES:

Finance

Public Works

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council approval of the Public Works Contract with NFI Enterprises, LLC (Attachment 1) for the 2026 City Hall Suite A Restroom and Kitchen Remodel. The following motion will appear on the Consent Agenda:

Motion: "I move to approve the Public Works Contract with NFI Enterprises, LLC in the amount of \$195,987.07 for the 2026 City Hall Suite A Restroom and Kitchen Remodel, authorize a project contingency in the amount of \$27,000, and further authorize the City Manager to sign said Public Works Contract substantially in the form as submitted."

Background

This portion of City Hall was constructed in 1973 according to records. The existing City Hall campus used to consist of three separate buildings -- City Hall built in 1973 (now Suite A), Police Station built in 1979 (now Suite D; remodeled in 1999), and the Council-Court built in 1980 (now Suite C).

Discussion

The existing utilities, appliances, fixtures, and room layouts are extremely dated and overdue for a remodel that suits the current needs and staffing of City Hall.

The new kitchen layout will include upgraded cabinets and much needed storage.

Sliding doors will be removed and replaced with more secure doors with keyless entry. The restrooms will receive new fixtures, and storage as well.

Financial Impact

There are adequate funds within the 2026 Municipal Capital Improvements CIP to cover the costs of this remodel.

Recommendation

Staff recommends approval of the suggested motion.



PUBLIC WORKS CONTRACT

between City of Des Moines and

NFI Enterprises, LLC

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and NFI Enterprises, LLC organized under the laws of the State of Washington, located and doing business at P O Box 58583, Seattle, WA 98138, (253) 245-5500, Bobbie Fritcher (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope of Work, attached hereto and incorporated herein by reference.

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

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **30 Working Days**, and be complete before **December 31, 2026**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$177,524.51, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A". Total amount of contract, including applicable sales tax, not to exceed \$195,987.07. The Contractor shall invoice the

City upon completion. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform

independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide

the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$979.94** [*Liquidated Damages = (0.15*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must

be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change

order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

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

shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental,

or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial

General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing insurance of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

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

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List

and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR: By: _____ <i>(Signature)</i> Print Name: _____ Its: _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(Signature)</i> Print Name: <u>Katherine Caffrey</u> Its: <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to Form: _____ City Attorney DATE: _____
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NOTICES TO BE SENT TO: CONTRACTOR: Bobbie Fritcher NFI Enterprises, LLC P O Box 58583 Seattle, WA 98138 (253) 245-5500 (telephone) bobbiefritcher@gmail.com (e-mail address)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) sromano@desmoineswa.gov (e-mail address)
--	--

At the direction of the Des Moines
City Council taken at an open
Public meeting on _____.

EXHIBIT “A” – SCOPE OF WORK



NFI Enterprises, LLC
PO Box 58583
Seattle, WA 98138
(253) 245-5500

PROPOSAL #: Q13092

Date
06/15/2026

For:

CITY OF DES MOINES
21650 11TH AVE S.
DES MOINES, WA 098198

Project:

RESTROOM REMODEL
21630 11TH AVENUE S
DESMOINES WA

Itemized Estimate	Amount
PERMIT / DRAWINGS / SUBMITTALS / SITE SUPERINTENDENT	\$11,199.99
CITY PERMIT FEES, DRAFTING COSTS FOR PERMIT DRAWINGS, SUBMITTAL PACKAGE FOR PERMIT FOR SPECS TO BE USED.LABOR FOR SITE SUPERVISION	
SITE SETUP / SITE PROTECTION / DUST CONTROL / OFFSITE DISPOSAL OF DEBRIS	\$1,959.05
MOBILIZE, SETUP CONTAINED WORK AREA, HAULAWAY OF ALL DEBRIS OFFSITE, SETUP OF DUST CONTROL AND TEMP ACCESS INTO WORK AREA.	
DEMO:	\$10,399.99
DEMO OF EXISTING FINISHES IN 3 RESTROOMS AND BREAKROOM, REMOVAL OF SHEETROCK FOR PLUMBING AND ELECTRICAL ACCESS	
EXTERIOR DOORS:	\$36,857.77
SEE ATTACHED DOOR SCOPE	
SHEETROCK/PAINTING:	\$22,669.98
PATCH SHEETROCK AREAS OPENED FOR PLUMBING AND ELECTRICAL. PREP ALL WALLS IN RESTROOMS AND BREAKROOM FOR NEW PAINT, PAINT 3 RESTROOMS, HALLWAY TO BREAKROOM AND BREAK ROOM. PREP AND PAINT WALLS EFFECTED BY NEW EXTERIOR DOOR INSTALLS.	
ELECTRICAL/PLUMBING:	\$49,685.54
SEE ATTACHED SCOPE OF WORK FOR ELECTRICAL. PLUMBING - SUPPLY AND INSTALL ALL NEW TOILETS, NEW WATER SHUTOFF VALVES, TRIM OUT NEW SINKS, 3 NEW VANITY SINKS, 1 NEW KITCHEN SINK, TERMINATE URINAL, TERMINATE EXISTING SHOWER PLUMBING.	
FLOOR PREP:	\$1,908.70
LAMINATE WAINSCOT:	\$6,022.61
SUPPLY AND INSTALL LAMINATE WAINSCOT 4' ON ALL 4 WALLS IN 3 RESTROOMS. STANDARD COLORS BUDGETED	
RESTROOM FLOORING:	\$5,911.56
CABINETS/COUNTERS:	\$24,466.66
SUPPLY AND INSTALL NEW BREAKROOM CABINET PACKAGE, NEW LAMINATE COUNTER TOPS. SUPPLY AND INSTALL 3 NEW ADA QUARTZ COUNTERS IN RESTROOMS, SUPPLY AND INSTALL STEELE BRACKETS IN RESTROOM FOR FLOATING COUNTERS.	
BREAKROOM/HALLWAY/ENTRY OWNER SUPPLIED FLOORING:	\$2,713.12
RUBBER BASE:	\$674.79
BREAK ROOM CEILING: SUPPLY AND INSTALL NEW CEILING GRID AND TILES.PRICE INLCUDES REMOVAL OF EXISTING.	\$3,054.75
Subtotal	\$177,524.51
Tax	\$18,462.56
Total Estimated Job Cost	\$195,987.07

Inclusions**Exclusions**

*This is a good faith estimate at the time of bid.
Any unforeseen conditions found during construction will be handled on a time and materials basis.*

Payable as follows: **BASED ON APPROVED TERMS**

Contract License #:
NFIENL901LG

L & I #: 624, 824-00

NFI Terms & Conditions

1. Exclusions from the above pricing is anything not listed per line item.
2. Amounts and prices are based upon blueprints/information given at time of bid and are subject to variance if site conditions change.
3. This proposal is subject to acceptance within 30 days and must be acknowledged and made part of any contractual agreement. If any of NFI's costs for materials increase by more than 5% of the prices in effect at the time of acceptance of NFI's proposal, then Customer shall reimburse NFI for all such price increases. NFI agrees to use best efforts to obtain lowest possible prices from available suppliers.
4. Prior to commencement of NFI's work: (a) Customer shall test all concrete sub floors receiving flooring for vapor emissions levels and alkalinity per manufacturers' recommendations utilizing ASTM F2170 and/or F1869 and provide written results to NFI, including a list of any sealers applied to the concrete sub floors, (b) If Customer does not provide such reports at least 10 days prior to commencement of NFI's work, then Customer shall provide NFI with access to all concrete sub floors for appropriate testing and Customer shall be responsible for the costs of such testing; and (c) Any concrete sub floors not meeting manufacturers' requirements for installation will require correction or the execution of a separate waiver agreement.

Return Policy: All returns within 30 days are subject to 25% re-stock fee and freight back to their location pending approval from vendor and NFI management. Excludes broken cartons and special orders.

A 3% processing fee will be applied to all payments made by credit card.

Accepted By

Date

1. All labor to complete scope of work
2. All material to complete scope of work
3. City of Des Moines Electrical permits
4. Trim and test

Bathroom 1:

1. Demo (2) ceiling surface mount light
2. Demo (1) surface sconce light
3. Relocate light switch into bathroom
4. Provide and Install (1) 120v 15A GFCI
5. Provide and Install (2) new recessed can lights
6. Replace customer provided exhaust fan
7. Replace customer provided wall heater

Bathroom 2:

1. Demo (2) ceiling surface mount light
2. Demo (2) surface sconce light
3. Relocate light switch into bathroom
4. Provide and Install (1) 120v 15A GFCI
5. Provide and Install (2) new recessed can lights
6. Replace customer provided exhaust fan
7. Replace customer provided wall heater

Phone: 425.677.4363 * Fax: 425.699.8843 * E-mail: jvandenbos@besttech.org
26215 SE 216th St * Maple Valley, WA. 98038-6602

Page 1 of 2



Mother's Room:

1. Provide and install new 120v 15A receptacle
2. Provide and install new light switch
3. Provide and install 2 new recessed LED can lights
4. Install customer provided heater

Break Room:

1. Terminate range receptacle
2. Terminate hood receptacle
3. Relocate refer circuit
4. Provide and install 6 new countertop receptacles with GFCI protection
5. Replace 9 recessed can lights with LED can lights

Corridor:

1. Demo existing can lights

Description**QTY**



1

Materials

*We will convert the existing slider doors to swing doors with single doors and sidelite glass.

3-Complete sets of bronze anodized single Wide Stile Storefront Doors and frames with sidelite glass.

6-Units of 1" OA Bronze over Clear Tempered Glass

3-Wide Stile Bronze Anodized Aluminum Doors with 10" Bottom Rails

3-Continuous Geared Hinges

3-Offset Pull Handles

3-Trilogy Proximity Keypad Locks with Fob Reader Capabilities

3-Surface Mount Door Closers

3-Bottom Door Sweeps



1

Labor

This job will take place over 2 days.

This includes a PW Filing Fee of \$80.



4

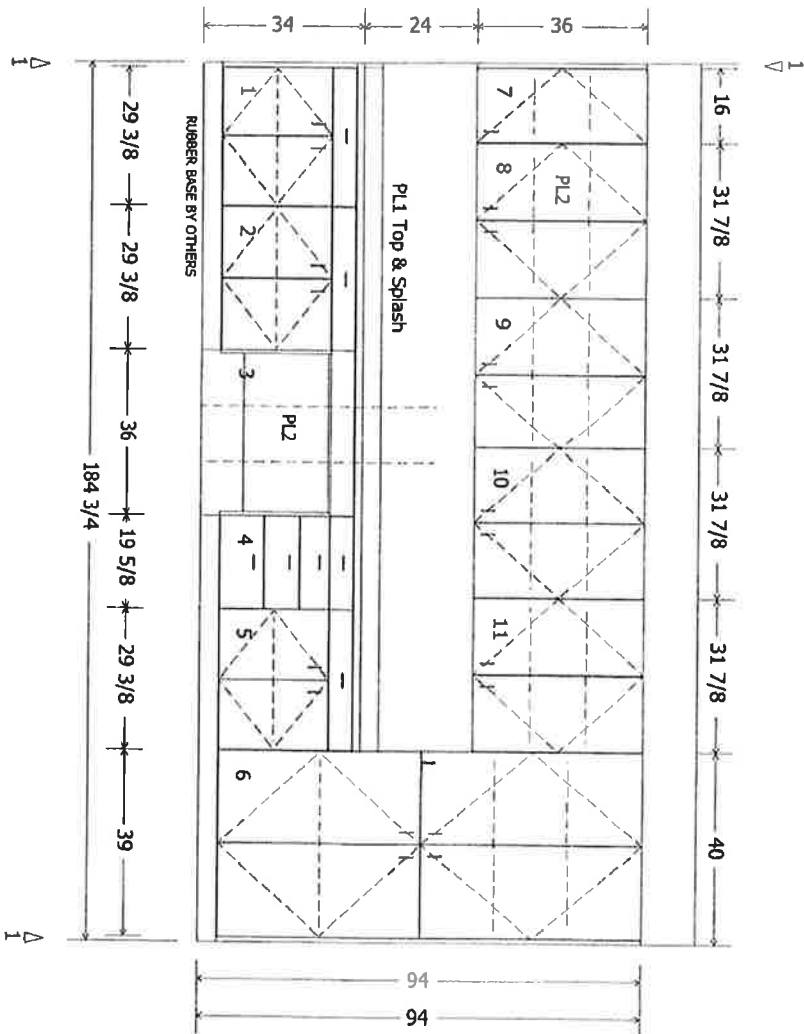
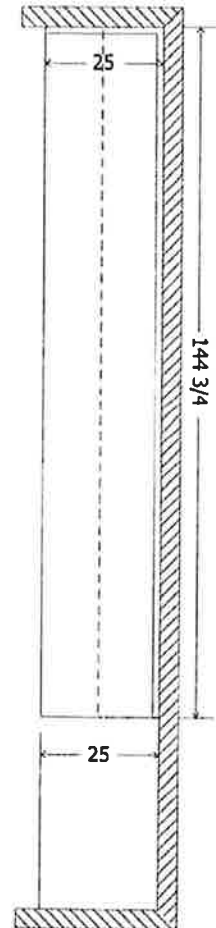
Fuel Surcharge

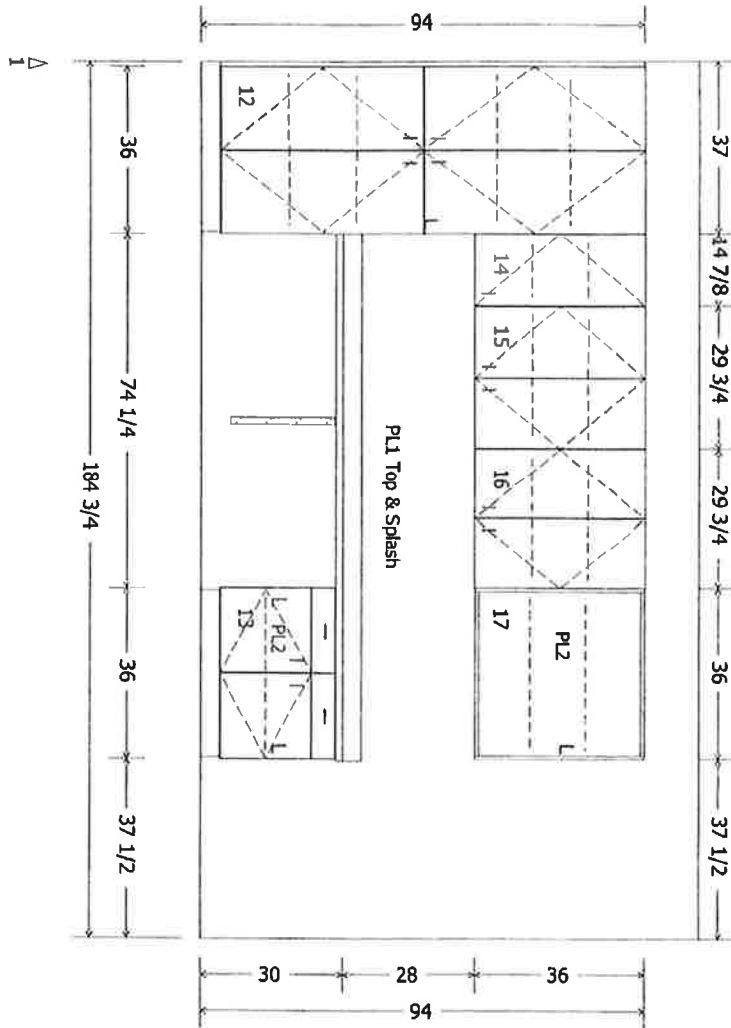
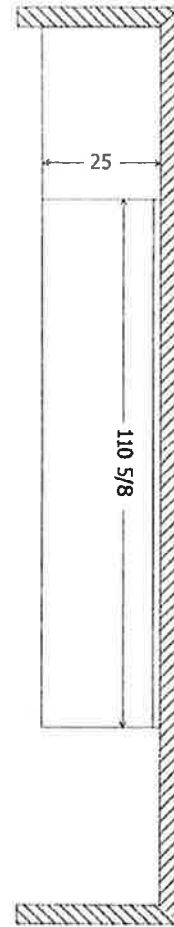
Des Moines City Hall

21630 11th Avenue S

MATERIAL:

PLAM #1 =
PLAM #2 =
MELAMINE = WHITE
HINGES = BLUM 71T5580 (120° S/C F/O EUROPEAN)
GUIDES = KV #8405 x 20" FULL EXT.
PULLS = 96mm WIRE - US26D
SHELF RESTS = 5mm CHROME SPADE CLIPS





**City Council
AGENDA ITEM**

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

SUBJECT: Judge Pro Tem Compensation - 2nd Reading

ATTACHMENTS:

1. Draft Ordinance No. 26-059

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Legal

DATE SUBMITTED:

September 01, 2026

CLEARANCES:

Courts

Finance

Purpose and Recommendation

The purpose of this item is for the Council to consider for adoption Draft Ordinance 26-059 which would delegate setting compensation for Judges Pro Tem of the Municipal Court to the Municipal Court Judge.

Motion: "I move to pass Draft Ordinance No. 26-059, empowering the Municipal Court Judge to set compensation for Judges Pro Tem."

Strategic Plan Priority

Financial Stability

Background

As permitted by RCW chapter 3.50, the City of Des Moines operates a Municipal Court to hear cases involving violations of City code, including misdemeanors and traffic infractions. The Court is created and governed under DMMC chapter 2.28. Cases are customarily presided over by the Des Moines Municipal Court Judge, who is appointed by the City Manager and confirmed by the City Council. The Judge may not be able to hear cases at times, whether on a case by case basis or for a particular hearing. Reasons for unavailability of the Judge include illness, scheduled leave, or a conflict with a party that requires the Judge to recuse from the case. To provide that cases can be heard when the Judge is unavailable, the Judge may appoint Judges Pro Tem to hear cases in her place.

State law sets compensation for a regular appointed or elected judge of a municipal court. The Des Moines Municipal Court Judge's salary is set in accordance with this formula. Per RCW 3.50.090, the compensation for judges pro tem shall be set by ordinance of the municipality and paid by the municipality. Currently, DMMC 2.28.060 sets pro tem compensation at a rate at a pro rata equivalent of the Judge's salary. This level is significantly higher than the prevailing rate for judges pro tem in the area.

Draft Ordinance No. 26-059 was introduced to the Council on first reading at the August 27, 2026 regular City Council meeting. The Council unanimously passed the Draft Ordinance to a second reading on this Council agenda.

Discussion

The rate of compensation set by DMMC 2.28.060 has fallen significantly out of sync with the market for judges pro tem and would create unnecessary expense. The Municipal Court Judge is well positioned to monitor the market rate for judges pro tem and the Draft Ordinance would allow the Judge to set judge pro tem compensation rates at a level that would attract qualified candidates while minimizing the budget impact, rather than to keep compensation at the current inflated level.

Alternatives

The Council may:

1. Pass the Draft Ordinance as presented
2. Pass the Draft Ordinance with changes
3. Decline to pass the Draft Ordinance

Financial Impact

Staff estimates that allowing the Judge to set compensation to market rates rather than at the level set by DMMC 2.28.060 results in judge pro tem costs approximately 25% lower.

Recommendation

Staff recommends that the Council pass the Draft Ordinance as presented.

CITY COUNCIL'S FIRST DRAFT 09/04/2026

DRAFT ORDINANCE NO. 26-059

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Municipal Court, setting compensation for Judges Pro Tempore, and amending DMMC 2.28.060.

WHEREAS, the City of Des Moines operates a Municipal Court under the authority granted by RCW chapter 3.50, and

WHEREAS, from time to time, judges pro tem are called on to serve in the absence or disability of the municipal court judge, and

WHEREAS, pursuant to RCW 3.50.090, judges pro tempore of a municipal court shall be compensated at a rate fixed by ordinance of the municipality in which the court is located, and

WHEREAS, the City Council wishes to delegate to the municipal court judge the task of determining reasonable yet competitive compensation for judges pro tem based on the local market for judges pro tem to attract suitable candidates, and

WHEREAS, the City Council finds that the provisions in this ordinance are necessary and proper to protect the health, welfare, and safety of Des Moines; now therefore,

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

Sec. 1. DMMC 2.28.060 and section 7 of Ordinance No. 610 as amended by section 2(7) of Ordinance No. 1135 as amended by section 2 of Ordinance No. 1349 as amended by section 1 of Ordinance No. 1624 as amended by section 3 of Ordinance No. 1793 are each amended to read as follows:

Compensation.

Compensation for the municipal court judge and magistrate shall be set in the biennial budget ordinance of the City. Judges pro tem shall be compensated ~~pro-rata~~ at ~~the compensation~~ a rate offset by the municipal court judge. Commencing September 1, 2015, and thereafter on the first day of September of each successive year, the salary of the Des Moines municipal court judge shall automatically be adjusted to an amount equal to 95 percent of the salary of district court judges as set by the

Ordinance No. ____
Page 2 of 3

Washington Citizens' Commission on Salaries for Elected
Officials for the succeeding year.

Sec. 2. Ratification and confirmation. All acts taken by
City officers and staff prior to the enactment of this Ordinance
that are consistent with and in furtherance of the purpose or
intent of this Ordinance are hereby ratified and confirmed by
the City Council.

Sec. 3. Severability - Construction.

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

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

Sec. 4. Effective date. This Ordinance shall take
effect and be in full force thirty (30) days after its passage
and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this
____ day of _____, 2026 and signed in authentication thereof
this ____ day of _____, 2026.

M A Y O R

APPROVED AS TO FORM:

City Attorney

Ordinance No. ____
Page 3 of 3

ATTEST:

City Clerk

Published:

Effective Date:

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Marina Tenant Restroom Replacement

ATTACHMENTS:

1. ROMTEC Tenant Restroom Quote
2. ROMTEC Updated Rendering

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Marina

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

Finance

Marina

Purpose and Recommendation

The purpose of this agenda item is to request the City Council's approval of an agreement with ROMTEC Inc. for the design and construction of a new pre-engineered Marina tenant restroom building.

Motion: "I move to approve the agreement with ROMTEC Inc. in the amount of \$944,078.00, plus a contingency fund of \$94,407.80 (10%), for a total authorization of \$1,038,485.80 for the replacement of the tenant restrooms."

Strategic Plan Priority

Replacing the current aged tenant restroom with a new facility containing two public restrooms directly supports the City's strategic plan focus on **Economic Vitality** by enhancing and stimulating the Des Moines Marina, one of the City's treasured destinations. The project also aligns with the **Natural and Built Environment** focus area by investing in and maintaining critical infrastructure while improving public amenities. The new restrooms will better support marina tenants, local residents, and visitors who are drawn to the marina, while adding value to the overall marina experience and supporting the value of tenant moorage fees. Replacing the aging facility also creates a lasting public asset at the south end of the marina, helping ensure the marina remains a welcoming, functional, and vibrant destination that supports continued economic activity and community use.

Background

The tenant restroom building in the south Marina parking lot is an original structure dating to the 1970s. The facility has reached the end of its useful life, and its deteriorating infrastructure requires replacement. As part of the Marina's ongoing capital improvement efforts, staff identified replacement of the building with a modern pre-engineered facility to better serve Marina tenants and visitors. Funding for the replacement is included in the current Marina budget.

Discussion

Marina staff solicited proposals from three qualified manufacturers for the design and construction of a new pre-engineered restroom building. Two companies submitted proposals. Following evaluation, staff selected Romtec, Inc. based on the quality of its turnkey design, its experience with similar facilities, and its status as an approved vendor through the King County Directors' Association purchasing cooperative.

The proposed facility will replace the existing two large restrooms, one men's and one women's, with six individual unisex restrooms. Four will be reserved for Marina tenants, three of them ADA accessible, and each will include a toilet, sink, and shower.

The remaining two restrooms will be available for public use, one of them ADA accessible, and each will include a toilet and sink. The project will provide public restroom facilities at the south end of the Marina, where none currently exist. The nearest public restroom is near the Fishing Pier in the north parking lot.

Alternatives

Council may choose not to approve the agreement. If the project is not approved, the existing restroom building will remain in service despite its aging and deteriorating condition, and public restroom facilities will continue to be unavailable at the south end of the Marina.

Financial Impact

The proposed budget for the project is \$944,078.00, plus a contingency fund of \$94,407.80 (10%), for a total authorization of \$1,038,485.80. This project will be funded by the Marina Fund.

The Finance Department and the City Attorney concur with this recommendation.

Recommendation

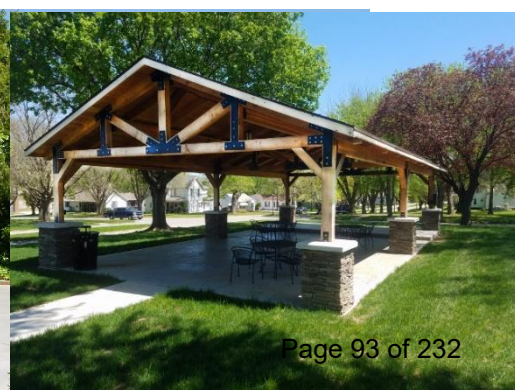
Staff recommend that the City Council approve the agreement with ROMTEC Inc. for the design and construction of the pre-engineered tenant restroom building and authorize the City Manager to execute the agreement.



Preliminary Scope of Supply and Services

Building Supply and Installation

Project: Des Moines Harbor Restroom (WA)
Location: Des Moines, WA
Customer: City of Des Moines
Date: July 9, 2026



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is **4–8 weeks**. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by **April 1st 2027**. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than end of **August 10th 2026**.
 - b. Any relevant Romtec submittal document(s) approved no later than end of **September 7th 2026**.
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than **30 days prior to Mobilization**.
 - d. Romtec site delivery/mobilization prior to end of **April 1st 2027**.

Note: All site prep activities must be completed (by others) before Romtec can schedule mobilization of the install crew. Any changes to the schedule caused by others or outside of Romtec's control will result in price changes. Any delay to mobilization requires rescheduling based on the availability of Romtec's install crew. Romtec's install crew does not remain on standby during delays caused by others.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The approving authority must perform a walk through and sign off immediately upon completion of Romtec's installation scope. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Site Utilities.** Site utilities (as applicable, electrical, water, gas, and sewer) must be in place and operational prior to Romtec's mobilization to the site unless otherwise stated herein.

7. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage required
 2. Compliance with Davis Bacon Act required
 3. No Skilled and Trained Workforce compliance is included.
 4. No Project Labor Agreement compliance is included.
8. **Demolition.** Demolition of existing structures is by **others**, not by Romtec.
9. **Spoils Removal: Owner** to provide location to dump spoils on site and haul off.
10. **Preservation/Removal of Existing Utilities: Owner** to provide site preparation and preservation of Utilities.
11. **Splash Block:** Romtec's proposal is based off downspouts draining to splash block.
12. **Fencing:** Owner to provide a 100' x 200' fence with main gate entrance for construction and construction laydown.
13. **Backflow:** Owner to have the Backflow in place prior to Romtec mobilization with water connection ready.
14. **Footing:** The design is based on a 24" footing, no geotechnical report has been received as of 7-9-26.

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set and requests Notice to Proceed on Production

- a. After the customer has approved the SSDS, Romtec will provide the customer with the Full Sealed Plan Set in Romtec's standard electronic format (and no other, see Section 4.5.6 below). The full plans are for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

2. Structure

The Romtec building package has been quoted with the specific products and colors noted below. Any changes to these selections may result in a price change.

1. Exterior walls: Concrete Masonry Units (aka CMU or "concrete blocks"), smooth-face, mortar joint.
 - a. Block color: **gray**.
 - b. Exterior finish: Insulation, Pro-Fit Ledgestone Dark Stone veneer siding, anti-graffiti coating.
2. Interior Wall Options
 - a. Cove base: Sanitary tile in **white** (restroom walls only).
3. Windows: Frosted, glass blocks.
 - a. Steel window frames are powder coated **black**.
4. Doors, frames, and hardware
 - a. Doors and frames: Steel, powder coated **black**.
 - b. Hinges: Stainless steel, ball bearing.
 - c. Door Closer(s): Grade 1 heavy duty.
 - d. Kick Plate(s): stainless steel.
 - e. Aluminum thresholds and sweeps.
 - f. Door Locks: Grade 2 lever lock with latch guard.
 - i. Restroom doors only: Interconnected lock with occupancy indicator and one-way deadbolt.
 - ii. Restroom doors only: Key fob door locking system.
5. Flat Roof System
 - a. Structural Insulation Panels (SIPS)
 - i. SIPS to be connected to CMU with sill plate.
 - ii. Ceiling Finish: 1x6 tongue and groove decking.
 - b. Cantilever roof extension.
 - c. Roofing Finish: Membrane.
 - d. Roof to be boxed out in fiber cement.
 - e. Gutter and downspout.

3. Plumbing Fixtures and Accessories

1. Restroom/Shower Room Toilet(s): China porcelain, floor mount, exposed, sensor flush valve(s).
2. Public Restroom Toilet: Stainless steel, floor mount, exposed, sensor flush valve.
3. Restroom/Shower Room Sink(s): China porcelain, wall mount, motion sensor, battery operated faucet(s).
4. Public Restroom Sink: China porcelain, wall mount, motion sensor, battery operated faucet.
5. Grab Bars: Stainless steel, wall mount.
6. Mirror(s): Surface mount, stainless steel, 18" x 36".
7. Toilet Paper Dispenser(s): Stainless steel, wall mount, 2-roll capacity.
8. Soap Dispenser(s): Stainless steel, wall mount, automatic.
9. Shower(s): Thru-wall, stainless steel
10. Shower Bench:
 - a. Standard, floor mount, steel framed, HDPE slats
 - b. ADA, wall mount, fold down seat, phenolic
11. Drinking Fountain: Pedestal, bottle filler, freeze protection.
12. Mop Sink: Fiberglass, floor mount, includes faucet, mop/broom holder and guard.

4. Electrical Fixtures

1. Exterior light fixtures
 - a. LED downlight, wall cylinder.
 - b. Controlled by photocell.
2. Interior light fixtures
 - a. LED, 48", ceiling mount, vapor tight.
 - b. Controlled by motion sensor.
3. Water Heater
 - a. Electric, 80-gallon tank, expansion tank.
4. Heating: Mini split cooling-heating, multi-indoor unit.
5. Mechanical Exhaust: Inline fan(s), ducting, register(s), heated intake air (ERV).
6. Hand Dryer(s):
 - a. Wall mount, ThinAir.
7. Breaker Panel: 200 amp, single-phase, rain tight.
 - a. Sized for Romtec supplied equipment only.

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
- ii. Masonry Walls
 1. Installation of CMU block
 2. Placement of door frames, windows, and vents within CMU walls
 3. Placement of J-bolts or Glulam Brackets as applicable
- iii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iv. Interior Finish
 1. Painting of interior walls
 2. Placement of cove base tile

- 3. Sealing of all exposed wood
- v. Rough-In Plumbing/Electrical
 - 1. Installation of drain and vent lines
 - 2. Installation of water lines
 - 3. Installation of main breaker panel(s)
- vi. Doors and Hardware
 - 1. Installation of Doors and hardware
- vii. Installation of Finish Plumbing and Electrical
 - 1. Installation of plumbing fixtures
 - 2. Installation of electrical fixtures
- viii. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- ix. Completion of all applicable building inspections related to Romtec's installation
- x. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. Soil Disposal

Romtec is not disposing of any soils from the site.

3. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

4. Fencing

Owner to provide a 100' x 200' fence with main gate entrance for construction and construction laydown.

5. Backflow

Owner to have the Backflow in place prior to Romtec mobilization with water connection ready.

2. Utilities (All Structures)

1. Site Utilities

Romtec is excluding the supply and installation of all incoming utilities. Utilities must be in place and available prior to Romtec's arrival onsite. **All utilities must be brought within 10' of the building pad prior to Romtec's arrival.** If the utilities are not in place and ready to use prior to Romtec's arrival, there will be additional charges for any required remobilization.

Note: Romtec has assumed that the site utility sizing matches what is shown on the Romtec plans. Any changes to the site utility sizing must be communicated to Romtec

as soon as possible.

2. **Electrical Transformer(s), Service Meter(s), and Meter Base(s)**

Romtec is excluding the supply and installation of any required electrical transformer, service meter, and meter base. If required, these items must be supplied and installed by others. If the electrical transformers are required for Romtec to perform installation work, they must be installed and functioning prior to Romtec's arrival for installation work.

3. **Electrical Junction Box**

Romtec is excluding the supply of any required external electrical junction box associated with the Romtec building(s). Any required external junction box must be installed and ready for Romtec's use prior to Romtec's arrival onsite.

4. **Other Electrical**

Romtec is excluding the supply and installation of any electrical items not shown on the Romtec supplied panel.

5. **Water Line Drain Valves and Sewer Line Back Flow Check Valves**

Romtec is excluding the supply and installation of any required water line drain valves and/or sewer line backflow check valves.

3. **Site Concrete and Landscaping (All Structures)**

1. **Sidewalks and Sidewalk Approaches**

Romtec is excluding the design, supply, and installation of all sidewalks and sidewalk approaches.

2. **Landscaping**

Romtec is excluding the supply and installation of any landscaping.

4. **General Exceptions/Exclusions**

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.

2. The following items will be supplied by **others** if applicable:

- | | |
|--|---|
| 1. All Permits related to construction and installation of Romtec Building | 16. Masonry pavers |
| 2. Bonding (unless otherwise stated) | 17. Booster pumps &/or pressure reducing valves |
| 3. Storm water and/or pollution prevention plans | 18. Backflow check valves |
| 4. Erosion control plans | 19. Fire alarm & fire suppression equipment |
| 5. Site specific safety plans | 20. Irrigation Equipment |
| 6. Site specific protection plans | 21. Lighting equipment not attached to the building |
| 7. Tree protection plans | 22. Electrical transformer(s), external electrical junction box(es), service meter(s)/meter base(s) |
| 8. Site preparation per geotechnical report | 23. Landscaping |
| 9. Backfill required for all structures | 24. Plumbing freeze protection |
| 10. Additional licenses except for a City Business License, if required | 25. Site plans |
| 11. Special inspection services | 26. Sidewalks |
| 12. Rock excavation | 27. Construction mock-ups |
| 13. Demolition of existing structures | 28. Construction fencing |
| 14. Removal of excavated materials | |
| 15. Site grading or asphalt paving | |

3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the

right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.

4. Unless otherwise stated, Romtec's proposed building design is based on the following standard design loads. These standard design loads are typical for many locations. Local design loads specific to this project may require changes to the building design, which may result in a price increase due to increased material costs.
 1. Roof Snow Load: 25 psf
 2. IBC Seismic Design Category: C
 3. Design Wind Speed: 110 mph
 4. Allowable Soil Bearing: 1500 psf
 5. Occupancy Type: U
 6. Type: VB
5. Romtec does not provide LEED/CALGreen or similar compliance submittals, forms, or documentation as a standard service. Romtec can assist in providing information for products that may meet LEED/Green compliance standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED/CALGreen or similar standards. Any changes due to compliance requirements may result in a price change and increased lead time.
6. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.
7. Romtec's building plans have been approved by permitting authorities in hundreds of jurisdictions. Romtec's plans will be provided in Romtec's standard format only. No elective formatting changes, product color selections, interior elevation drawings, equipment not supplied by Romtec, informational tables, formatting coordination with the plans by others, or any other formatting requests or customer directed elective changes will be made to or shown on the Romtec building plans.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

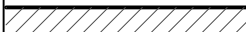
1. Stone and mineral products such as tile, stone veneer, and concrete will all show surface cracks over time due to multiple factors, including building settling, wall movement, environmental conditions, and maintenance/upkeep (or lack thereof). Romtec cannot guarantee that stone products in the building will not eventually crack. Repairing of cracks in stone products is a maintenance issue, not a warranty issue. In other words, stone products in the building may eventually crack, and repair of these cracks is not covered under the Romtec warranty.
2. Smooth face CMU block can have a significant variation in color and texture and should never be used as an architectural finish. Smooth face CMU block should always be either painted or have siding covering it. Romtec does not guarantee uniform color or texture of block, nor claim that any aspect of block color or texture will remain stable over time.
3. Most HVAC equipment manufacturers (heat pumps, air conditioners, heaters, etc.) require installation by a factory certified technician to engage their warranty. The installer will need to demonstrate installation was completed per manufacturer requirements to make a valid warranty claim for HVAC equipment.



No Sidewalk,
Restroom at
finished grade.

Bollards not
included.

LEGEND		
SYMBOL	DESCRIPTION	AREA/ QUANTITY
	EXTERIOR WALL LIGHTS	8
	INTERIOR CEILING LIGHTS	8

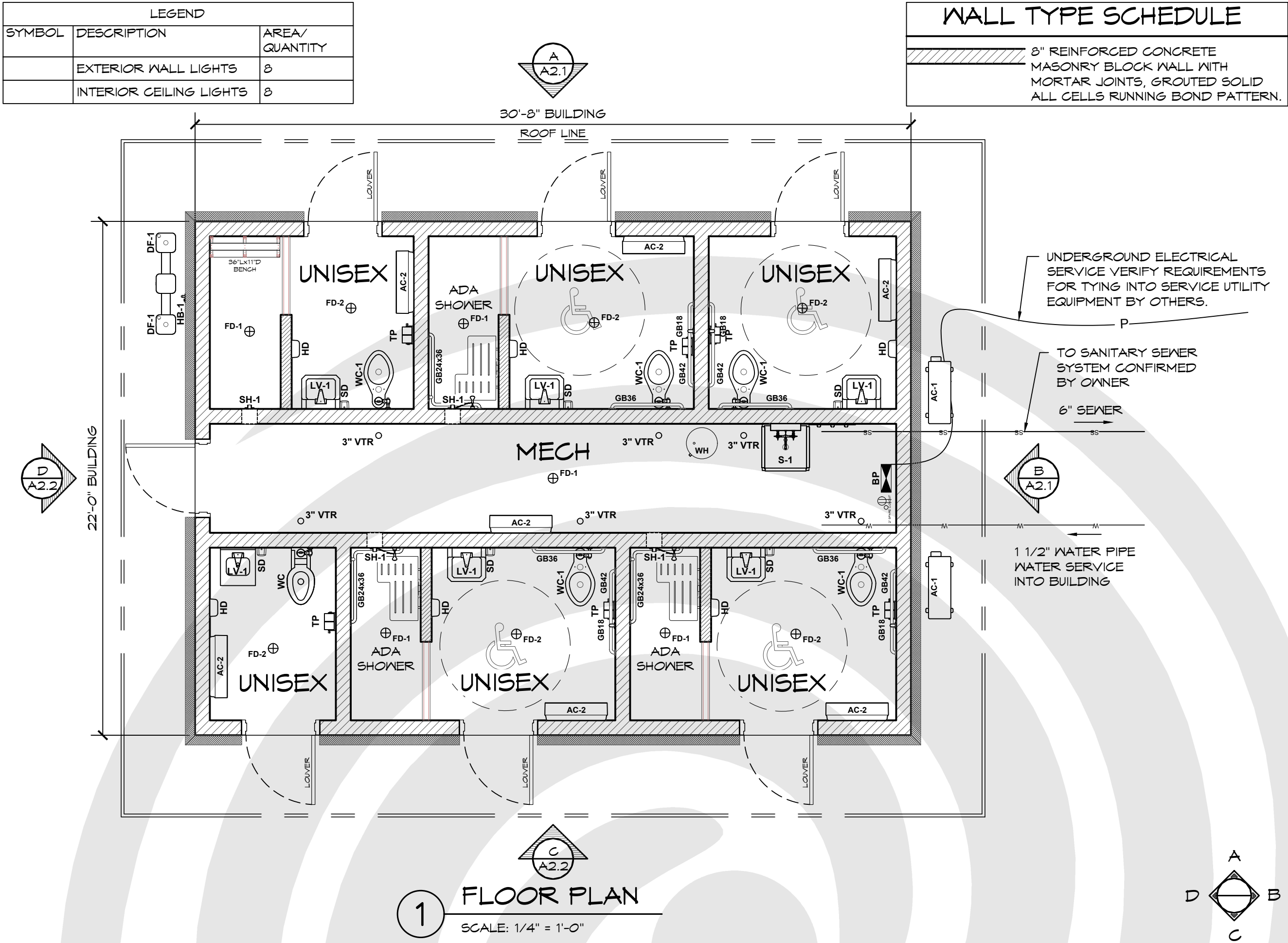
WALL TYPE SCHEDULE	
	8" REINFORCED CONCRETE MASONRY BLOCK WALL WITH MORTAR JOINTS, GROUTED SOLID ALL CELLS RUNNING BOND PATTERN.

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



www.romtec.com
(541) 496-3541 FAX (541) 496-0803



PROJECT:

DES MOINES HARBOR RESTROOM

SHEET TITLE:

FLOOR PLAN

PROJECT #:

3064

DATE:

04/29/26

DRAWN BY:

DM

REV.	DATE:	BY:

REVISIONS:

SHEET NO.

A1.1

1

FLOOR PLAN

SCALE: 1/4" = 1'-0"

A

A2.1

B

A2.1

C

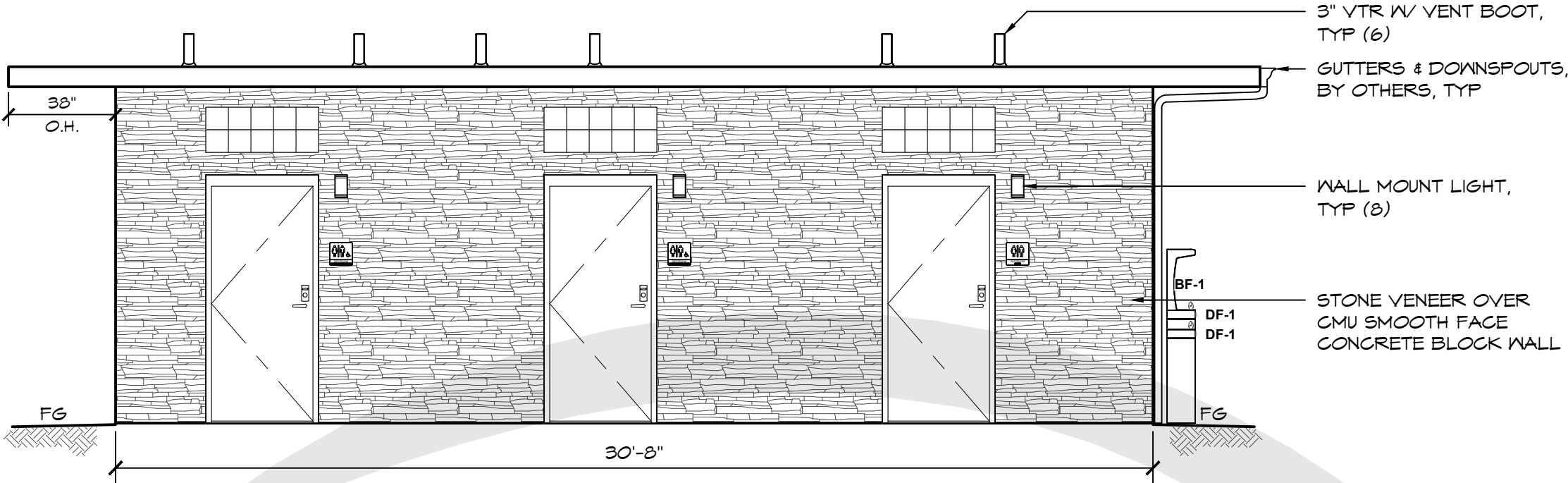
A2.2

D

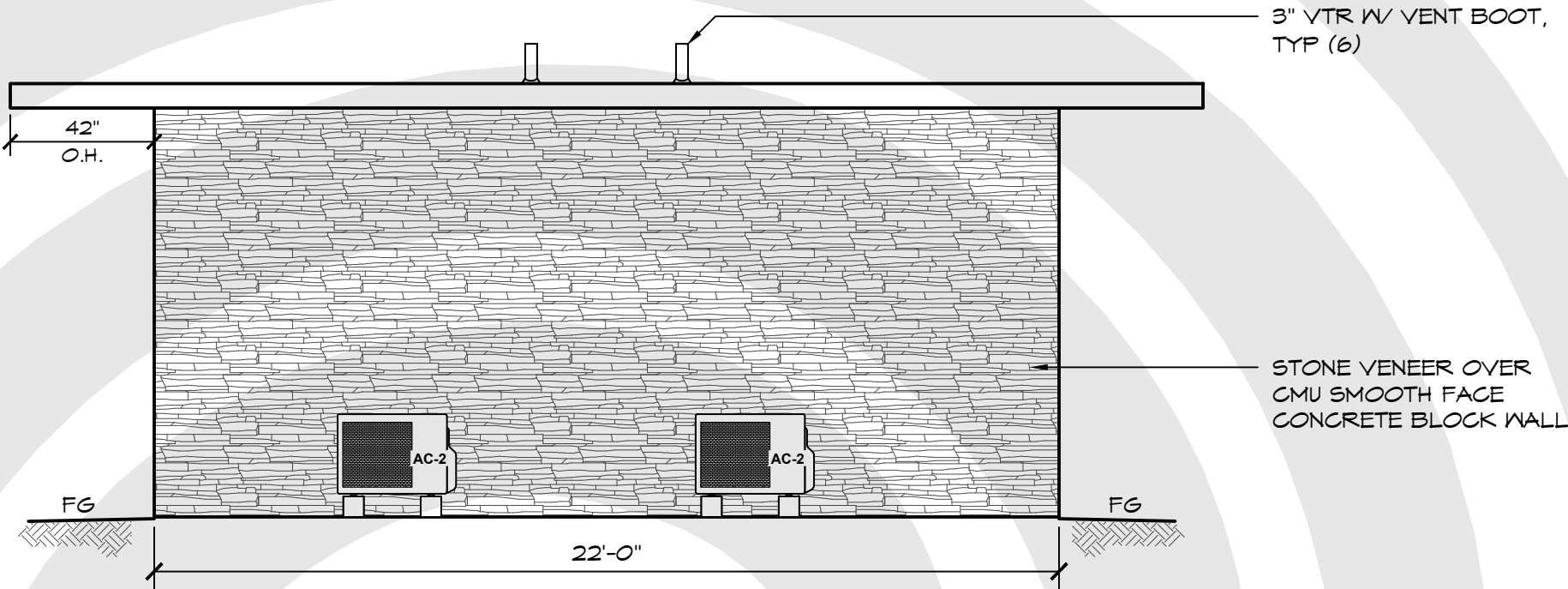
A2.2

PRELIMINARY

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



A ELEVATION VIEW
SCALE: 1/4" = 1'-0"



B ELEVATION VIEW
SCALE: 1/4" = 1'-0"

PROJECT: DES MOINES HARBOR RESTROOM
DES MOINES, WASHINGTON
SHEET TITLE: EXTERIOR ELEVATION VIEWS

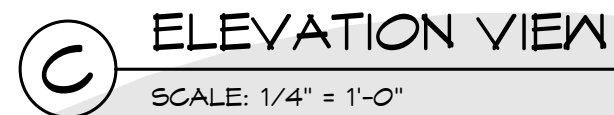
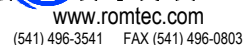
PROJECT #: 3064
DATE: 04/29/26
DRAWN BY: DM

REV.	DATE:	BY:

REVISIONS:

SHEET NO. A2.1

THESE PLAN VIEW AND ELEVATION DRAWINGS ARE A PRELIMINARY ARCHITECTURAL REPRESENTATION OF THE BUILDING. ALL DIMENSIONS, FEATURES AND COMPONENTS SHOWN ON THESE PRELIMINARY DRAWINGS MAY OR MAY NOT BE PART OF THE QUOTE. PLEASE REFER TO THE "SCOPE OF SUPPLY AND SERVICES" LETTER PROVIDED WITH YOUR QUOTE FOR ROMTEC'S PROPOSED SCOPE OF SUPPLY.



PROJECT:

REV.	DATE:	BY:
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REVISIONS:

[illegible]

A)

SHEET NO. 7/2.2

Dec

Page

Page 104 of 232

PURCHASE AGREEMENT

Page 1 of 1



18240 North Bank Rd.
Roseburg, OR 97470
P: 541-496-3541
F: 541-496-0803
E: service@romtec.com

Proposal Date

7/14/2026

AEPA 023.5-B

Des Moines Harbor Restroom (WA)

Customer: City of Des Moines
Scott Wilkins
22307 Dock Ave So.
Des Moines, WA 98198



Quantity	Building Proposal Description	Extended Price
1	Romtec (Restroom/Shower Building) - "Design & Supply Only" per Romtec Drawings and Scope of Supply & Services dated 7-9-26	\$ 475,870.00
KCDA Discount: Available only to members of KCDA.		5.00% \$ (23,794.00)
Freight/Packaging to: Des Moines , WA		\$ 13,204.00
	Romtec (Restroom/Shower Building) - "Installation Only" per Romtec Drawings and Scope of Supply & Services dated 7-9-26	\$ 478,798.00
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 944,078.00

***Sales or Use Tax is not included in the above price. Sales or Use taxes may be required for your project depending on state and local requirements.**

*The price above is valid for thirty (30) days from the proposal date. If the Customer has not returned the signed Purchase Agreement within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.

*The price above requires that the customer release the order for production within ninety (90) days of the proposal date. If, for any reason, Romtec, Inc. has not received formal Notice to Proceed with Production within ninety (90) days of the proposal date, Romtec, Inc. reserves the right to update the price to include inflationary cost changes.

*Romtec charges 2% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice. The prices quoted herein and anticipated lead times are based on the current tariff rates, duties, government charges, trade regulations, and product availability as of the date of this quote. If any new tariffs, duties, taxes, or similar charges are imposed, or any existing tariffs, duties, or charges are increased or modified by any government or regulatory authority in a manner that affects Romtec or any of Romtec's applicable suppliers/vendors for this order, Romtec reserves the right to adjust the pricing and delivery schedule of the affected goods to reflect the increased costs and/or lead times. The price above is contingent on the use of this Purchase Agreement only. Any proposed modifications to the terms or use of an external purchase agreement may result in a price increase. Signing this form is explicit acceptance of the Terms & Conditions.

Customer/Owner Authorized Signature

Date

Romtec Inc. Authorized Signature

Date

Customer/Owner Printed Name

Romtec Inc. Printed Name

Credit, Invoicing, and Payment

1. For all purchases whereby Romtec's customer (Customer) is not pre-paying one-hundred percent (100%) of the total contract value, Romtec, Inc. (Romtec) will provide a Schedule of Values for the project based on the available project info, including but not limited to the Customer's credit report, any applicable bond info provided by the Customer, and the mutually agreed project schedule. Customer agrees to promptly provide project info upon Romtec's request, including but not limited to the Customer's legal info and billing address with accounts payable contact info, the project site address(es), and a copy of any applicable payment bond(s).
2. Customer may submit payments via check, wire transfer, or credit card (Visa, MasterCard, Discover or American Express). A separate fee will be charged for payments exceeding \$20,000 made by credit card.
3. For all purchases whereby the Customer is not pre-paying one-hundred percent (100%) of the total contract value, Romtec is effectively extending credit terms to the Customer by providing the Schedule of Values. Romtec reserves the right to modify the Schedule of Values based on changes to the customer's credit info, bond info, failure by the Customer to pay as agreed, or any other relevant info in Romtec's sole discretion.
4. Unless otherwise specifically included in the Romtec Purchase Agreement, tax amounts for sales, use, consumption, value added, or other goods/services related taxation is not included in the purchase price. Sales tax for goods is assessed at the time of delivery, so any sales tax amount included in the purchase price and/or Schedule of Values is an estimate only until the time of delivery.
5. Notwithstanding any external agreements between Customer and a project owner (Owner) or other entity, Customer's payment(s) to Romtec are not conditional upon Customer receiving payment from any other entity or per any external terms. Romtec may in its sole discretion coordinate the Schedule of Values to accommodate Customer payment preferences or Customer's external obligations, but no external terms shall affect the agreed Schedule of Values, payment terms, purchase agreement terms & conditions, or any other aspect of the purchase agreement unless explicitly agreed in writing by both Customer and Romtec.
6. Unless otherwise specifically agreed in the Schedule of Values or in writing, Customer payments to Romtec are due Net 30 of invoice date.
7. If the Customer fails to make timely payment(s) as agreed, past due amounts shall bear interest and Customer agrees to pay interest at the rate of fifteen percent (15%) per annum, or the highest rate allowed under applicable law, with interest accruing beginning at the original payment due date. Romtec may also require pre-payment of any remaining payment milestones as a condition of Romtec's continued performance.
8. For all Customer accounts that are fifteen (15) days or more past due, Romtec may in its sole discretion withhold performance of Romtec's obligations under the purchase agreement until the Customer's account is fully paid and in good standing. Notwithstanding any terms herein, the Romtec warranty period will not be affected or tolled.
9. If the Customer fails to pay as agreed for any reason, the Customer shall be liable to pay Romtec upon demand for any costs, expenses, and damages of any kind incurred in Romtec's pursuit of collecting payment, including but not limited to attorney fees, regardless of whether formal litigation is commenced.

Warranty

10. Romtec's standard warranty terms can be reviewed at the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>
11. Romtec reserves the right to update its standard warranty terms at any time. The most current terms of the Romtec warranty at the date of purchase agreement execution will remain in effect for that agreement.
12. Notwithstanding any other terms herein, any modification of the standard Romtec warranty that is explicitly included in the purchase agreement documents shall supersede the standard Romtec warranty terms. For example, if Romtec agrees to include an extended warranty period, the agreed warranty period will be as defined in the purchase agreement documents.

13. Unless another specific time period is agreed in writing, the Romtec warranty period begins upon Romtec's completion of installation work and demobilization from the project site.
14. In the event that for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization for installation work, Romtec may, in Romtec's sole discretion, agree to delay the warranty start date for the delivered goods for up to six (6) months from the delivery date. The Customer (or Customer's receiving agent) remains responsible for protection and preservation of delivered goods while the goods are not in Romtec's possession.
15. In Romtec's sole discretion, any request or requirement for Romtec to begin its warranty on delivered goods that Romtec has been prevented from installing later than six (6) months from delivery of the Romtec goods (other than a delay caused by Romtec) may result in a change order for the extended warranty period.

Changes, Delays, and Termination

16. Customer may request change(s) to Romtec's scope of work at any time, and Romtec will respond to the Customer's request within a reasonable time to confirm whether the changes are feasible. If the requested change(s) are feasible, Romtec will provide a proposed change order for Customer's review that includes a description of the change(s) and the pricing for the change(s). If the Customer agrees with the change order, they shall sign and return the change order to confirm. If the Customer does not agree to the change order, they shall explicitly reject the change in writing, and Romtec will not proceed with the change order work or related price adjustment.
17. Unless otherwise agreed in writing, Romtec's change order pricing is valid for 30 days from the CO date shown on Romtec's proposed change order. If the Customer has not formally accepted the change order before the 30-day expiration, Romtec may update the change order pricing at any time thereafter in its sole discretion.
18. From time to time, Romtec may receive comments/markups on the Romtec preliminary submittal, full plan set, or construction submittals from various reviewers and authorities. If these comments/markups require Romtec to make changes that affect the price or project schedule, Romtec will provide a proposed change order and proceed in the same manner as described above.
19. Time is of the essence of this purchase agreement for performance by both Romtec and the Customer.
20. Customer agrees that the project schedule will be adjusted as needed for any changes.
21. For any delay to the agreed project schedule that is not caused by Romtec or under Romtec's control, Romtec shall not be liable for any incurred costs nor liable for any affect on the project schedule, and the Customer agrees to accept and pay for a corresponding price change and project schedule adjustment, or else the Customer may terminate the purchase agreement for its convenience per the applicable terms herein. Furthermore, if such delay not caused by Romtec impedes Romtec's progress such that Romtec cannot complete the work within 6 months of the agreed time, Romtec may in its sole discretion invoice the customer for all work completed up to the invoice date, and Customer agrees to pay such invoice within a reasonable time, notwithstanding any separate agreed Schedule of Values or conflict to these terms therein.
22. In the event that Romtec is responsible for a delay to the agreed project schedule, Romtec will make commercially reasonable efforts to mitigate the delay. Romtec is not liable for any damages of any kind to the Customer, Owner, or any other party in event of a delay by Romtec unless specific types and amounts of damages are explicitly agreed in writing by Romtec. Customer agrees to accept any required schedule change because of a delay, or else the Customer may terminate the agreement for its Convenience per the terms defined herein.
23. In the event of any other default or breach of this agreement by Romtec that is not cured by Romtec within a reasonable time, Customer's sole remedy shall be to terminate the agreement per the terms defined herein.
24. Unless alternate termination terms are explicitly approved by Romtec in writing, in the event of termination of the purchase agreement by the Customer for any reason, Romtec shall cease work as quickly as commercially reasonable and attempt to mitigate costs of termination to the extent commercially reasonable. Upon termination for any reason, Customer shall pay Romtec a termination fee per the following fee schedule.

- a. Termination prior to Customer formally approving the Romtec preliminary submittal (SSDIS): 30% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
 - b. Termination prior to Customer formally releasing Romtec to begin production of the order, but after formally approving the preliminary submittal: 75% of supply portion of the contract value plus 25% of the installation portion of the contract value.
 - c. Termination after Customer formally releases Romtec to begin production of the order, but prior to Romtec's mobilization for installation work: 100% of the supply portion of the contract value plus 25% of the installation portion of the contract value.
 - d. Termination after Romtec has mobilized for installation work: 100% of the supply portion of the contract value plus payment for any installation work completed prior the termination, payment for any installation materials procured prior to the termination, and payment for Romtec' demobilization and administrative costs.
 - e. In any case, the total payment due for termination shall not exceed the total agreed purchase price, inclusive of any agreed change orders.
25. Any other agreed termination terms notwithstanding, in any event the Customer shall pay Romtec upon request no less than the amount due for work completed prior to any termination.

Project Schedule

26. If a project schedule is included in the purchase agreement documents, then any changes to that project schedule must be agreed in writing by both Romtec and the Customer.
27. If a project schedule is not included in the purchase agreement, then no specific performance times by Romtec are guaranteed, and the Customer and Romtec shall establish a mutually agreed project schedule at their earliest convenience.
28. Romtec has no control over the timing of review and approval of any Romtec submittal(s) by the reviewing authority, and Romtec shall not be liable for any delay, interim cost increases, or damages caused by a reviewing authority's time to review and approve Romtec's submittal(s).
29. Romtec cannot provide firm production or delivery lead times until at minimum two (2) weeks after the Customer formally releases Romtec to begin production of the order.
30. If Romtec's installation work is delayed or suspended for any reason beyond Romtec's control, and Romtec agrees to adjust the project schedule, the project schedule shall be adjusted in accordance with the availability of Romtec's installation crew(s).

Shipping and Handling

31. For goods that Romtec will deliver to Romtec's installer at the final installation site, Romtec will remain responsible for all goods while the goods are in Romtec's possession. If for any reason Romtec delivers goods to the Customer prior to Romtec's mobilization to the site, Romtec will ship all items per FCA Origin terms from Roseburg, Oregon (from Romtec's facility) unless other shipping terms are specifically included in the purchase agreement.
32. Unloading is by the receiver, which is typically the Romtec installer. In the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, then neither Romtec nor Romtec's carrier is responsible for unloading of delivered goods at the destination.
33. Special equipment may be required for unloading, including but not limited to a fork lift with sufficient fork length and lifting capacity, and/or an appropriately sized crane for large items. Typically, Romtec will deliver goods to Romtec's installer at the project site. However, in the event that Romtec delivers goods to the Customer or Customer's representative prior to Romtec's mobilization to the project site, Romtec is not responsible for determining the means and methods for unloading.
34. Unless other arrangements are specifically included in the purchase agreement, Romtec will package the completed order with Romtec's standard packaging. Romtec's standard packaging includes shrink wrapping all palletized items and items that may be subject to degradation if exposed to weather during shipping. However, Romtec's packaging is not designed for ongoing exposed storage. Romtec's completed goods are intended for immediate construction/installation upon delivery. If the Customer intends to store the delivered Romtec goods for longer than 30 days after delivery before beginning construction/installation work, the Customer is responsible for opening the Romtec packaging and storing items under cover or in a climate controlled indoor environment as applicable for the particular type of items.

35. In addition to Romtec's specific storage and handling recommendations, Romtec may also provide manufacturer recommendations for individual components, and the Customer shall store and handle individual components that are in the Customer's possession per the recommendations of the component manufacturer.
36. Romtec is not liable for damage or degradation of items that were improperly stored or handled by the Customer (or Customer's agents). However, Romtec can assist the customer in obtaining repair or replacement of such items (at the Customer's expense).
37. Romtec will ship all items using the minimum number of deliveries for efficient transport, as determined by Romtec. If the Customer elects to increase the number of deliveries, it may result in a change order for the increased shipping costs.
38. Romtec does not have capacity for long-term storage of completed goods. In the event of any delay to Romtec's mobilization or delivery to the project site, Romtec may, in Romtec's sole discretion, offer to store completed goods for the Customer at a minimum rate of \$450/month depending on the nature of the completed goods and the availability of storage space.
39. Regardless of any delay to Romtec's mobilization or shipping completed goods, Romtec will invoice for and Customer shall pay as agreed for Romtec's completed work based upon the date the goods were ready to ship.
40. Unless otherwise specifically agreed in writing, Romtec shall not be liable to the Customer, Owner, or any other entity for any costs or damages related to delays in shipping or delivery for any reason.

Insurance

41. Romtec will provide its standard insurance certificate with the Customer and/or Owner listed as an additional insured upon request. Coverage includes:
 - a. Commercial General Liability: \$1 million per occurrence, \$2 million aggregate
 - b. Professional Liability: \$1 million
 - c. Professional Liability Excess: \$3 million
 - d. Automobile: \$1 million (any auto, owned, rented, not owned)
 - e. Installation Floater: \$2 million
 - f. Umbrella/Excess: \$5 million
42. Unless specifically included in the Romtec proposal, no additional Builder's Risk insurance is included beyond the standard Installation Floater. Builder's Risk coverage is always project specific and requires additional site info and project info to be provided by Romtec's customer before Romtec can provide pricing for Builder's Risk coverage.
43. Customer and Romtec agree to waive all rights of subrogation against each other and their respective officers, agents, subcontractors, and employees.
44. Customer and Romtec agree to waive any special, indirect, incidental, consequential, or punitive damages against each other and their respective officers, agents, subcontractors, and employees.

General

45. The contract documents consists of the Romtec Purchase Agreement, these Terms & Conditions, the Romtec preliminary submittal (SSDIS), any executed change orders, and any other documents specifically included with, attached to, or referenced within the Romtec Purchase Agreement and Terms & Conditions.
46. Except for specific changes agreed in writing in the Contract Documents, these Terms & Conditions shall control and supersede any other provisions, terms, conditions, writings, or agreements, including but not limited to a customer's Purchase Order, confirmation, or other communication between Romtec and the Customer.
47. The Purchase Agreement is effective and binding upon execution of the agreement by both parties, unless an alternate date of effect is included in the Purchase Agreement.
48. The Purchase Agreement may be executed in multiple counterparts, all of which shall constitute one agreement regardless whether all parties have signed the same counterpart.
49. The parties agree that electronically signed copies of the agreement shall be of the same effect as wet signed physical copies of the agreement.
50. Unless otherwise specifically agreed in the contract documents, all legal matter shall be interpreted per the laws of the State of Oregon, and the legal venue and jurisdiction for all legal proceedings

shall be the courts of the State of Oregon in Douglas County, without regard for any conflict of law rules or principles.

51. For any required notices, the party providing the notice shall deliver the notice to the other party via one of the following methods: Physical copy via personal delivery by the sender or sender's agent at the designated office of the recipient; Physical copy sent via recognized U.S. overnight carrier; Physical copy sent via postage prepaid, registered/certified mail with the U.S. Postal Service; Electronic copy via email to and from a confirmed and valid email address; Electronic copy via facsimile. In any case, Notice shall be deemed delivered upon receipt by the recipient, but no later than two (2) days after being sent via any of the methods above.
52. In the event of any legal proceeding between the parties, the prevailing party shall be entitled to recover from the non-prevailing party all applicable costs, damages, and expenses, including but not limited to reasonable attorney fees. This recovery is in addition to any monetary judgment or award resulting from litigation of any kind, including but not limited to arbitration, trial, bankruptcy, or similar proceedings.
53. If any term(s) of the agreement are found to be invalid or legally unenforceable, those terms shall be considered severed and shall not effect the remaining terms of the agreement, except to the extent such remaining terms may be revised in a legally acceptable manner to effect the intent of the parties in originally including the severed term(s).
54. A waiver of any provision or requirement of the agreement or failure by either party to enforce strict performance as agreed shall not be a waiver of any subsequent violation or prejudice either party's rights and remedies as defined herein.
55. Neither party shall be liable for any delay or failure to perform any obligation under this agreement nor shall either party be liable for damages (including indirect or consequential damages) to the extent such non-performance, delay, loss, or damage that results from circumstances beyond the reasonable control of the defaulting party (Force Majeure events). Such Force Majeure events include Acts of God, fire, flood, earthquake, explosion, extreme weather, war or related hostilities, blockades, public disorder, pandemic or other public health emergency, quarantine restrictions, embargo, labor strike or other labor disturbance, unavailability of electronic communication or equipment, and/or compliance with any legal requirement or lawful order, insistence, or directive from any government and/or military authority.



18240 NORTH BANK ROAD
ROSEBURG, OR 97470
Phone: 541-496-3541
Fax: 541-496-0803

Preliminary Project Information

Romtec uses info provided on this form to create customer accounts in Romtec's accounting system. Please fill out the form as completely as possible.

- Please write "N/A" for any items that are not applicable.
- For duplicate items (such as if the customer and Owner are the same entity), feel free to write "same as above".
- If the project is not bonded, please write "No bond" in the Project Bond Information field.

Note: If the customer is not pre-paying 100% of the purchase order, Romtec will review the customer's publicly available credit info and provide a Schedule of Values (SoV) for review and approval by the customer.

Customer/Contractor Info

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Accounts Payable Contact: AP Phone: AP Email:

Federal ID No.: Tax Exempt? ☐ No ☐ Yes (Please provide certificate)

Project Info

Project Name: Government Agency:

Project Main Contact: Phone:

Site Address:

City: State: Zip:

Prime Contractor (General Contractor)

Company Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Owner

Org Name: Year Established:

Billing Address: Street Address:

City: State: Zip: Phone:

Project Bond Info - If Project is Bonded, please provide a copy

Bonding Company: Address:

City: State: Zip: Phone:

Bond No.: Underwriter: Fax:



**City Council
AGENDA ITEM**

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

SUBJECT: Draft Resolution 26-103 - Midway Park ORLP Grant Authorization

ATTACHMENTS:

1. Draft Resolution No. 26-103

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

September 08, 2026

CLEARANCES:

City Clerk

Public Works

Purpose and Recommendation

The purpose of this item is for City Council to adopt a resolution giving City Staff the authorization to apply for a grant through the State's Recreation and Conservation Office (RCO) to the National Park Service (NPS). The grant is in the amount of \$2,456,000 and would be applied to the future construction costs for the Midway Park Open Space Design project.

Motion: "I move to adopt Draft Resolution 26-103 which authorizes city staff to pursue a grant with the State's Recreation and Conservation Office for the Midway Park Open Space Design project."

Strategic Plan Priority

Public Safety, Engaged and Thriving Community, Natural and Built Environment

Background

Washington State's Recreation and Conservation Office requires that municipal grant applicants submit a resolution demonstrating authorization for staff to pursue the grant. This resolution authorizes Public Works staff to pursue a grant worth up to \$3,000,000 to be applied to the construction phase of the Midway Park Open Space Design project.

Discussion

Staff are requesting to submit a grant application for the Midway Park project, which has been identified as a priority project by the City Council.

The Midway Park Open Space Design project aligns with three Strategic Plan focus areas:

- **Public Safety.** The project includes lighting and security camera improvements at the park and is intended to activate the space for greater community use.
- **Engaged and Thriving Community.** The project redesigns the only park in the city's most economically at-risk neighborhood and provides a space with the resources and amenities residents have requested.
- **Natural and Built Environment.** The project preserves and enhances the park's natural environment, including mature trees and ample lawn space. New recreational facilities — a restroom facility, trails, and play structures — improve the usability of the space without compromising its natural features.

Alternatives

City Council could choose not to adopt this resolution. This would prevent staff from pursuing this grant program and would need to identify alternative grant programs to fund the project.

Financial Impact

There are no costs associated with this resolution.

Recommendation

Staff recommends adoption of the resolution.

CITY ATTORNEY'S FIRST DRAFT 09/08/2026

DRAFT RESOLUTION NO. 26-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing the City Manager to act as a representative/agent on behalf of the City of Des Moines, and to legally bind the City with respect to the Recreation and Conservation Office Application #26-2024 Dev, **Midway Park Construction** ("Project"), for which the City seeks grant funding assistance managed through the Recreation and Conservation Office ("Office").

**Washington State Recreation and Conservation Office
Applicant Resolution/Authorization**

Organization Name (sponsor): CITY OF DES MOINES, WASHINGTON

Resolution No.:

Project(s) Number(s), and Name(s): 26-2024 DEV, Midway Park Construction

This resolution/authorization authorizes the person identified below (in section 2) to act as the authorized representative/agent on behalf of our organization and to legally bind our organization with respect to the above Project(s) for which we seek grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, grant assistance is requested by our organization to aid in financing the cost of the Project(s) referenced above; now therefore,

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

Sec. 1. Our organization has applied for or intends to apply for funding assistance managed by the Office for the above "Project(s)."

Sec. 2. Our organization authorizes the following person or persons holding the specified titles/positions (and subsequent holders of those titles/positions) to execute the following documents binding our organization on the above projects:

Grant Document:	Name of Signatory or Title of Person Authorized to Sign
Grant application (submission thereof)	Alex Johnson
Project contact (day-to-day administering of the grant and communicating with the RCO)	Alex Johnson
RCO Grant Agreement (Agreement)	City Manager Katherine Caffrey
Agreement amendments	City Manager Katherine Caffrey
Authorizing property and real estate documents (Notice of Grant, Deed of Right or Assignment of Rights if applicable). These are items that are typically recorded on the property with the county.	City Manager Katherine Caffrey

The above persons are considered an "authorized representative(s)/agent(s)" for the purposes of the documents indicated. Our organization shall comply with a request from the RCO to provide documentation of persons who may be authorized to execute documents related to the grant.

Sec. 3. Our organization has reviewed the sample RCO Grant Agreement on the Recreation and Conservation Office's WEB SITE at:
<https://rco.wa.gov/wpcontent/uploads/2019/06/SampleProjAgreement.pdf>.

We understand and acknowledge that if offered an agreement to sign in the future, it will contain an indemnification and legal venue stipulation and other terms and conditions substantially in the form contained in the sample Agreement and that such terms and conditions of any signed Agreement shall be legally binding on the sponsor if our representative/agent enters into an Agreement on our behalf. The Office reserves the right to revise the Agreement prior to execution.

Sec. 4. Our organization acknowledges and warrants, after conferring with its legal counsel, that its authorized representative(s)/agent(s) have full legal authority to act and sign on behalf of the organization for their assigned role/document.

Sec. 5. Grant assistance is contingent on a signed Agreement. Entering into any Agreement with the Office is purely voluntary on our part.

Sec. 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

Sec. 7. Our organization further understands that prior to our authorized representative(s)/agent(s) executing any of the documents listed above, the RCO may make revisions to its sample Agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the Agreement(s), confer with our authorized representative(s)/agent(s) as to any revisions to the project Agreement from that of the sample Agreement. We also acknowledge and accept that if our authorized representative(s)/agent(s) executes the Agreement(s) with any such revisions, all terms and conditions of the executed Agreement shall be conclusively deemed to be executed with our authorization.

Sec. 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Sec. 9. [for Recreation and Conservation Funding Board Grant Programs Only] If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Sec. 10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until

all project deliverables, grant reports, or other responsibilities are complete.

Sec. 11. [for Acquisition Projects Only] Our organization acknowledges that any property acquired with grant assistance must be dedicated for the purposes of the grant in perpetuity unless otherwise agreed to in writing by our organization and the Office. We agree to dedicate the property in a signed "Deed of Right" for fee acquisitions, or an "Assignment of Rights" for other than fee acquisitions (which documents will be based upon the Office's standard versions of those documents), to be recorded on the title of the property with the county auditor. Our organization acknowledges that any property acquired in fee title must be immediately made available to the public unless otherwise provided for in policy, the Agreement, or authorized in writing by the Office Director.

Sec. 12. [for Development, Renovation, Enhancement, and Restoration Projects Only - If our organization owns the project property] Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

Sec. 13. [for Development, Renovation, Enhancement, and Restoration Projects Only - If our organization DOES NOT own the project property] Our organization acknowledges that any property not owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant as required by grant program policies unless otherwise provided for per the project agreement or an amendment thereto.

Sec. 14. [Only for Projects located in Water Resources Inventory Areas 1 - 19 that are applying for funds from the Critical Habitat, Natural Areas, State Lands Restoration and Enhancement, Riparian Protection, or Urban Wildlife Habitat grant categories; Aquatic Lands Enhancement Account; or the Puget Sound Acquisition and Restoration program, or a Salmon Recovery Funding Board approved grant] Our organization certifies the following:

Resolution No. ____
Page 5 of 5

the Project does not conflict with the Puget Sound Action Agenda developed by the Puget Sound Partnership under RCW 90.71.310.

Sec. 15. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Sec. 16. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2026 and signed in authentication thereof this ____ day of _____ 2026.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 24th Ave S Improvement Project (Segment 1) — TIB Grant Award and Consultant Services Contract

ATTACHMENTS:

1. Draft Resolution No. 26-094
2. TIB Award Letter
3. TIB Grant Agreement
4. Consultant Services Agreement with Parametrix
5. 24th Segment 1 CIP Worksheet

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

Finance

Public Works

Purpose and Recommendation

The purpose of this agenda item is for the City Council to take three actions related to the 24th Avenue South Improvement Project (Segment 1) (the Project):

- **Adopt Draft Resolution No. 26-094** (Attachment 1), certifying to the Washington State Transportation Improvement Board (TIB) that the City has secured local funding for the Project and authorizing execution of the TIB Grant Agreement Form (Attachment 3).
- **Approve the Consultant Services Contract** (Attachment 4) with Parametrix, Inc. for engineering design and right-of-way acquisition services for the Project.
- **Direct staff to make the necessary arrangements** to have all existing overhead utilities relocated aerially as needed for construction of the Project, waiving the requirement for undergrounding of utilities.

Motion 1: “I move to adopt Draft Resolution No. 26-094 certifying to the Washington State Transportation Improvement Board (TIB) that full funding is secured for the 24th Ave S Improvement Project (Segment 1), and further authorize the City Manager to sign the TIB Grant Agreement Form.”

Motion 2: “I move to approve the Consultant Services Contract with Parametrix Inc. to provide engineering design and right-of-way acquisition services for the 24th Ave S Improvement Project (Segment 1) in the amount of \$1,200,029.98,

and further authorize the City Manager to sign said Contract substantially in the form as submitted”

Motion 3: “I move to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction on the 24th Ave S Improvement Project (Segment 1), waiving the requirement for undergrounding of utilities in accordance with DMMC 12.25.110.”

Strategic Plan Priority

Natural and Built Environment

Background

Motions 1 and 2:

The 24th Avenue S Improvement Project (Segment 1), located between S 216th Street and S 223rd Street, is an element of the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is Segment 1 of the 24th Ave S Corridor Improvements, with Segment 2, between Kent-Des Moines Rd S and S 223rd Street, completed in 2025.

The completion of this segment will complete the 24th Ave S corridor improvements and is a critical north-south arterial roadway connecting Kent-Des Moines Road, two public schools, and multiple churches with the S 216th Street corridor, the Des Moines Creek Business Park, Federal Aviation Administration regional headquarters, Prologis, SeaTac commercial aviation support, Angle Lake Sound Transit Light Rail Station, and SeaTac International Airport

This project proposes widening the existing roadway to include a two-way left turn lane, curb & gutter, sidewalks and bike lanes along both sides of the corridor, illumination system, and storm drainage system. The project will prioritize improving non-motorized user safety by the construction of various traffic calming measures and improved pedestrian facilities between S 216th Street and S 223rd Street.

Motion 3:

It is the policy of the City to require the underground installation of all new or relocated electrical and communication franchise facilities on streets undergoing roadway improvements. Generally, under the various franchise agreements, utility undergrounding is a shared cost with the City. This franchise utility undergrounding policy has exceptions that apply to City Public Work’s projects.

The Des Moines Municipal Code contains the following section regarding utility undergrounding:

12.25.110 Improvement of Streets – Utility Undergrounding.

The City Council, when ordering the improvement of a street, shall determine

whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment. [Ord. 1578 § 83, 2013.]

The City Council has previously waived undergrounding requirements on Public Work's projects located at the following locations:

- 24th Ave S, between S 223rd Street and Kent-Des Moines Road S
- North Hill Elementary Walkway Improvements Project – S 200th Street, between 8th Ave S and 10th Place S.
- 16th Ave S, between S 260th Street and S 272nd Street
- S 268th Street, between 16th Ave S and Pacific Highway S

Discussion

Motion 1:

The City applied for TIB funding of the 24th Ave S Improvement Project (Segment 1), in August 2025, requesting \$5,000,000 in project funding to complete Engineering Design (\$433,058), Right-of-Way Acquisition (\$113,218), and Construction (\$4,453,724).

On November 21, 2025, the TIB approved \$5,000,000 in project funding and requested certification (Attachment 2) and verification of funding as well as approval of a TIB Grant Agreement Form (Attachment 3). The TIB requires that the City certify that funding is in place prior to incurring any reimbursable expenses.

Motion 2:

In order to fulfill the project design, permitting requirements, and right-of-way acquisition needs, consultant support will be needed. In July 2026, City staff prepared and advertised a Request for Proposal (RFP) for engineering design and right-of-way services for the 24th Ave S Improvement Project (Segment 1). The City received three proposals from consulting firms that were reviewed and scored by a committee of City staff. Staff determined through this review process that Parametrix Inc. was best qualified to provide engineering design and right-of-way acquisitions and requested their services (Attachment 4).

Specific elements of work included within the Consultant Services Contract include:

- Preliminary Engineering (Survey, Geotechnical, Utility Coordination, Cultural and Historical Resources Survey)
- Environmental Permitting (SEPA)
- Final Design (TESC, Demolition, Roadway Plans, Storm Drain Plans, Channelization, ADA Pedestrian Facilities, Driveway Plans, Illumination Plans, Enhanced Crossing Details, Retaining Wall Plans, Traffic Control Plans)
- Right-of-Way Acquisition Services

The Consultant Services Contract with Parametrix will position the project to be ready for construction bid advertisement in 2029, with anticipated construction beginning in

Summer of 2029 subject to City Council approval.

Motion 3:

DMMC 12.25.110 allows for the City Council, when ordering the improvement of a street, to determine whether the undergrounding of relocated electrical and communication systems is required. By proceeding with no undergrounding of utilities, this project will be able to progress within the constraints of the proposed CIP budget.

The estimated cost to underground the existing electrical and communication facilities within the project is estimated at approximately \$1,000,000 to \$1,250,000. These costs are not supported in the project budget and are not eligible for reimbursement under the TIB grant. As a result, the City's portion of the costs for undergrounding of utilities is entirely the City's responsibility, requiring a significant increase in local funding.

This segment of the 24th Ave S Improvement Project, between S 216th Street and S 223rd Street, is located within a residential area that provides access to Pacific Middle School, Midway Elementary, nearby churches, and surrounding residential developments. This segment has a very different feel from the 24th Ave S, north of S 216th Street, which is located entirely within a commercially zoned area. The Transportation Gateway Projects in these commercial zones are designed with additional urban design features, not typically constructed in residential areas, which included relocating aerial facilities underground.

The recommended approach is also consistent with previous Council action. On May 7, 2020, City Council approved waiving the underground utility requirements for the 24th Ave S Improvements Project – Segment 2, Kent-Des Moines Road S to S 223rd St. As part of that project, existing overhead utilities were relocated behind the newly constructed sidewalks to minimize impacts to pedestrians and roadway users while avoiding the substantial cost of undergrounding. The Segment 2 project was also constructed in partnership with TIB. Therefore, costs for undergrounding would have been the sole responsibility of the City and may have led to project delays due to funding challenges.

Additionally, maintaining overhead utilities along Segment 1 will provide a consistent appearance and utility configuration throughout the 24th Ave S corridor while allowing the City to focus the project funding on other improvements that will increase pedestrian and traffic safety.

Alternatives

Motion 1:

City Council could elect not to accept the TIB grant for the 24th Ave S Improvement Project (Segment 1). This will delay the project as well as jeopardize any future TIB project funding opportunities.

Motion 2:

The City Council could elect not to approve the Consultant Services Contract with

Parametrix Inc. for engineering design and right-of-way acquisition services for the Project. The City does not have adequate internal resources to perform engineering design and right-of-way acquisition services and the project would be placed on hold. This will delay the project as well as jeopardize the current and any future TIB project funding opportunities.

Motion 3:

The City Council could elect not to waive the requirement for undergrounding of utilities in accordance with Chapter 12.25.110 of the DMMC and direct staff to review all available funding resources for the undergrounding of utilities. This will delay the design of the project and potentially place TIB funds at risk.

Financial Impact

Motion 1:

The City's proposed 2027-2032 CIP Budget Worksheet includes TIB revenue in order to achieve full project funding (Attachment 5).

Motion 2:

The City's proposed 2027-2032 CIP Budget Worksheet includes revenue to achieve full funding for this Consultant Services Contract (Attachment 5).

Motion 3:

The Project will not incur additional costs associated with Franchise Utility Undergrounding.

Recommendation

Staff recommends adoption of the motions(s).

DRAFT RESOLUTION NO. 26-094

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, certifying funding for the City of Des Moines 24th Ave S Improvements Segment 1, S 223rd St to S 216th St, Project.

WHEREAS, the City of Des Moines adopted the 2027-2032 Capital Improvement Program budget including full funding for the 24th Ave S Improvements Segment 1, S 223rd St to S 216th St, Project, and

WHEREAS, the City of Des Moines was selected for a grant from the Washington State Transportation Improvement Board (hereinafter TIB) and on November 21, 2025 the TIB announced that \$5,000,000.00 in state TIB funds would be available for the project subject to certification full funding for the improvements is available pursuant to RCW 47.26.084, and

WHEREAS, the City of Des Moines adopted the 2027-2046 Transportation Improvement Plan and recommends roadway widening to provide a two-way left turn lane, bike lanes, curb, gutter, sidewalks, storm drainage, and illumination, and

WHEREAS, project Preliminary Engineering, Right-of-Way Acquisition, and Construction phases of work are funded, but not started; now therefore,

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

Sec. 1. Funding for the 24th Ave S Improvements Segment 1, S 223rd St to S 216th St, Project is secured and the City Council certifies that the necessary local matching funds will be available for construction.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2026 and signed in authentication thereof this ____ day of _____, 2026.

M A Y O R

Resolution No. ____
Page 2 of 2

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club & Washington
Bikes

Nick Covey
Link Transit

Andrew Denham
Town of Twisp

Stephanie Forman
Forman Consulting

Preston Frederickson
City of Walla Walla

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 21, 2025

Michael Slevin, P.E.
Public Works Director
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Dear Michael Slevin:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, 24th Avenue South, S 223rd St to S 216th St, TIB project number 8-1-110(010)-1.

TIB is awarding 54.8682% of approved eligible project costs with a maximum grant of \$5,000,000.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Grant Agreement Form. If necessary, revise section 3.0 Project Funding Partners.
- Sign and **email** a copy of the Grant Agreement Form to your TIB Engineer.
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project.

TIB approval is required prior to incurring reimbursable expenses.

In accordance with RCW 47.26.084, you must certify full funding by November 21, 2026, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.05-211.

If you have questions, please contact Greg Armstrong, TIB Region Engineer, at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov



City of Des Moines
8-1-110(010)-1
24th Avenue South
S 223rd St to S 216th St

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Des Moines
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the 24th Avenue South, S 223rd St to S 216th St (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Des Moines, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 54.8682 percent of approved eligible project costs up to the amount of \$5,000,000, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT FUNDING PARTNERS

The RECIPIENT anticipates receiving additional funding from the following funding partners, in the following amounts. However, in no event shall any non-party to this Agreement, even if referenced as a funding partner below, be considered a third party beneficiary to this Agreement.

Funding Partners	Amount	Revised Funding
DES MOINES	4,112,748	
WSDOT	0	
Federal Funds	0	



TOTAL LOCAL FUNDS	4,112,748	

4.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Bid Authorization Form with plans and engineers estimate
- b) Award Updated Cost Estimate
- c) Bid Tabulations
- d) Contract Completion Updated Cost Estimate with final summary of quantities
- e) Project Accounting History

5.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

6.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

7.0 AMENDMENTS

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

8.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.



9.0 GOVERNANCE & VENUE

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

10.0 DEFAULT AND TERMINATION

10.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

10.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

10.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 10.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.



10.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

11.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 10. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

12.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

13.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

14.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions



of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

15.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

16.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

17.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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



Washington State Transportation Improvement Board
Grant Agreement

8-1-110(010)-1

Approved as to Form
Attorney General

By:

Signature on file

Albert H. Wang
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer

Date

Executive Director

Date

Print Name

Print Name



CONSULTANT SERVICES CONTRACT between the City of Des Moines and

Parametrix, Inc.

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. organized under the laws of the State of Washington, located and doing business at 1019 39th Avenue SE, Suite 100, Puyallup, WA 98374, 253-604-6600 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

This scope of services is for the design improvements along approximately 2,200 feet of 24th Avenue South, from S 223rd St to S 216th St. This corridor has a speed limit of 30 mph. The proposed roadway sections will have two 10 foot-wide vehicular lanes, one 11-foot two way left turn lane, and 5-foot-wide bike lanes.

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by February 28, 2029 .

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$1,200,029.98 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit D for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Other Insurance Provisions.

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

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

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

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

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

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

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

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

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Katherine Caffrey</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney Director DATE: _____ DATE: _____

NOTICES TO BE SENT TO: CONSULTANT: Austin Fisher, PE Parametrix, Inc. 1019 39th Avenue SE, Suite 100 Puyallup, WA 98374 253-604-6747 (telephone) afisher@parametrix.com (fax/email)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Khai Le City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206--870-6537 (telephone) kle@desmoineswa.gov (fax/email)
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Exhibit A
City of Des Moines

24th Avenue South Improvements Project - Segment 1
24th Ave South – South 223rd Street to South 216th Street

Project Understanding

The City of Des Moines has requested that Parametrix prepare this scope of services for the design improvements along approximately 2,200 feet of 24th Avenue South, from S 223rd St to S 216th St. This corridor has a speed limit of 30 mph. The proposed roadway sections will have two 10-foot-wide vehicular lanes, one 11-foot two-way left turn lane, and 5-foot-wide bike lanes. Improvements include:

- a. 6-foot sidewalk with curb and gutter along both sides.
- b. 13 ADA-compliant curb ramps.
- c. Marked bike lanes.
- d. Two speed feedback signs, on either side of S 220th Street.

Schedule

The budget estimate assumes the following schedule:

Begin Design	11/2026
Environmental Documents Approved	04/2027
Right-of-Way Approved	07/2028
Estimated Contract Ad	02/2029

Task 01 – Project Management and QA/QC

Approach

Parametrix will be responsible for continuous tracking and contract administration of this project, including coordination of work efforts with the City's project manager and coordination with subconsultants.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Biweekly design team meetings with an issues list to document project design decisions, with meetings occurring more frequently as needed.

- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.
- Coordination with Washington State Department of Transportation (WSDOT).

Internal review quality assurance/quality control (QA/QC) will be performed to ensure that design concepts are sound and cost effective, that design concepts have been incorporated, and that documents are accurate and consistent.

Deliverables

Deliverables for this task include:

- Contractual documents for signature by the City.
- Project schedule.
- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

Assumptions

Assumptions for this task include:

- Project duration is 28 months from the notice to proceed.
- Budget assumes 40 meetings.
- Review comments will be for internal use, with documentation available to City staff upon request.

Task 02 – Mapping

Approach

Parametrix will provide topographic mapping and right of way determination and prepare an AutoCAD Civil 3D format base map identifying existing conditions and improvements to support design efforts. Parametrix will map the following limits as shown on Exhibit A (located on page 5):

- Along 24th Ave S beginning at mid-intersection of S 223rd St to mid-intersection of S 216th St.
- 100 linear feet west of the intersection of 24th Ave S and S 222nd St
- 100 linear feet east of the intersection of 24th Ave S and S 222nd St
- 100 linear feet east of the intersection of 24th Ave S and S 220th St
- 100 linear feet east of the intersection of 24th Ave S and S 219th St
- Easterly driveways (2) of the Emerald Court Apartments, the easterly driveway of Highline Seventh-day Adventist Church, the westerly driveway of Kingdom Hall of Jehovah's Witnesses, and the easterly driveway of King County Fire and Rescue Station 67.
- Des Moines owned park property addressed 21800 20TH AVE S 98198, parcel # 0922049123

- Parametrix will map the adjacent residential property driveway limits to the face of structure or back of driveway (18 total driveways)

Topographic Elements

Topographic elements consist of information shown on a map which depicts the horizontal and vertical positions of natural and/or fabricated features and existing terrain surfaces. The topographic mapping will include evidence of, including but not limited to, the following improvements:

- | | | |
|--|---|--|
| ■ Buildings | ■ Storm drainage and storm drain structures | ■ Meters or utility connects to existing buildings |
| ■ Curbs | ■ Sanitary sewer manholes and/or septic tank/drain field areas as identified to our field survey crew by the City | ■ Water valve boxes |
| ■ Sidewalks/paths | ■ Electrical power vaults and associated surface features | ■ Fire hydrants |
| ■ Driveways/curb cuts | ■ Overhead wires, guy wires | ■ Telephone pedestals |
| ■ Pavement delineation between concrete and asphalt | ■ Natural gas | ■ Signage |
| ■ Retaining walls, bulkheads, and fences – materials and heights | ■ Cable or fiber optic pedestals | ■ Ponds |
| ■ Underground utility location paint marks set by others, if visible at time of the field survey | | ■ Street lighting |
| | | ■ All trees with drip lines |
| | | ■ Ornamental vegetation/landscape features |

Assumptions

- Parametrix will be provided reasonable access to all areas requiring surveys.
- Parametrix will be provided right of entry on location of private property.
- Parametrix field crews may need to perform minor brushing with machetes to conduct this survey, and we have the City's permission to do so.
- Horizontal datum shall be North American Datum (NAD) 83/11 Washington Coordinate System, North Zone, and vertical datum shall be North American Vertical Datum of 1988 (NAVD 88).
- Base map will be developed using Parametrix Survey Mapping Standards.
- Right of entry will not be necessary to survey driveway lengths. The City will provide contact information to the survey crew, who can distribute the information to the property owners should they inquire about the survey effort. It is assumed that the survey crew will have unrestricted access to make measurements.
- The setting of any survey monuments at any of the right-of-way points of the subject properties has not been included in this proposal. The right-of-way of the property will be merged into the topographic mapping, as appropriate, and shown for graphical purposes only. This service can be provided if required at a later date; however, any setting of property corners, and filing of a record of survey (if required) will be considered Additional Services and billed separately as described below in Task MR.

- For safety reasons, our survey crews are not allowed to enter subsurface vaults. Our work will be conducted from the surface, using measure-down techniques. Crews will also not open any structure covers in excess of 80 pounds.

Deliverables

- Base map, in Civil 3D 2024 drawing file format of the right-of-way and topographic survey at a 1":20' scale unless otherwise directed.

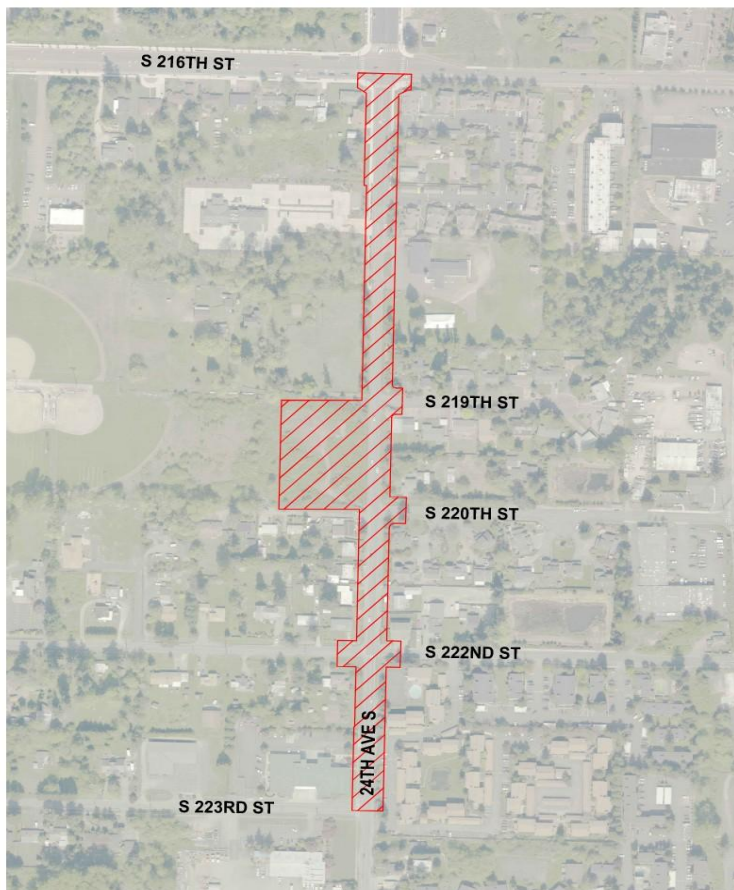


Exhibit A

Task 03 – Right-of-Way acquisition

Subtask 03.01 – Right-of-Way Acquisition (Goodman Strath)

Approach

See scope of work prepared by Goodman Strath.

Assumptions

See scope of work prepared by Goodman Strath.

Deliverable

See scope of work prepared by Goodman Strath.

Subtask 03.02 – Right-of-Way Acquisition (Parametrix)

Approach

Parametrix will assist Goodman Strath with the acquisition of temporary construction easements (TCEs) for 9 parcels and partial acquisition for 6 parcels. Parametrix will prepare a right-of-way map and up to 15 figures showing proposed ROW lines, TCE lines, proposed project design features, and existing surveyed base map features for affected properties.

Assumptions

- TCEs are to be recorded at the City's discretion and, therefore, will require legal descriptions and exhibits.
- One iteration of right-of-way plan redline/comments are included in this proposal.

Deliverable

- Right-of-way plan and up to 15 figures showing property impacts.

Subtask 03.03 – Right-of-Way Plans

Approach

Parametrix will prepare right-of-way plans that depict the partial acquisition and TCE boundaries needed to construct the project. The plans will include parcel number and areas of both acquisition and TCEs. The right-of-way plans will be used by Goodman Strath, for the project funding estimate and may be used during property negotiations.

Assumptions

- Right-of-way plans will be half-size (11 by 17 inches) plans delivered in electronic format (PDF).
- One iteration of redlines/comments included in this proposal.

Deliverable

- Right-of-way plans and up to 15 figures showing property impacts in electronic format (PDF).

Subtask 03.04 – Legal Descriptions and Exhibits

Approach

Parametrix will prepare legal descriptions for the partial acquisitions and exhibits that depict both the partial acquisitions and TCE areas suitable for recording by the City.

Assumptions

- Legal descriptions and easements will be letter size (8.5"x11").
- Up to 15 legal descriptions and associated exhibits will be provided in electronic format (PDF).

Task 04 – Geotechnical

Approach

See proposal prepared by PanGEO, Inc.

Assumptions

See proposal prepared by PanGEO, Inc.

Deliverable

See scope of work prepared by PanGEO, Inc.

Task 05 – Utility Coordination

Approach

Parametrix will prepare a utility conflict map showing anticipated and/or potential conflicts between utilities as located in the field and proposed improvements. Parametrix will provide support and attend utility coordination meetings scheduled by the City.

Assumptions

- The City will schedule and facilitate all utility coordination meetings.
- The City will coordinate with Puget Sound Energy (PSE) on roadway illumination lighting.
- The number of meetings and support necessary for utility coordination may vary, we have included a number of hours for attendance of meetings including supporting documentation. Utility coordination support will be provided up to the budget included in the contract.

Deliverable

- Utility conflict plans in electronic format (PDF).
- Additional materials as requested by the City up to the approved budget.

Task 06 – SEPA Checklist

Approach

Parametrix will complete documentation necessary to support the City in complying with SEPA. A SEPA checklist will be completed for a SEPA determination which is anticipated to be a Determination of Non-Significance (DNS) or a Mitigated DNS.

Assumptions

- It is assumed that project activities will not individually or cumulatively have a significant environmental effect, such that the City of Des Moines can issue a DNS or MDNS; the CITY will be the SEPA lead agency.
- The project is funded by the Washington State Transportation Improvement Board and does not trigger review requirements under the National Environmental Policy Act (NEPA).
- Parametrix will receive written confirmation from the City Planning Department that a SEPA checklist will be prepared; a pre-application meeting will not be required.
- No supplemental studies, technical memos or reports will be needed to support development of the SEPA checklist.
- The City of Des Moines will be responsible for writing and publishing the SEPA threshold determination.
- City staff will provide one set of consolidated comments for the preliminary draft SEPA checklist and again for the draft SEPA checklist. Comments will be provided in track changes and comment bubbles in Word format.
- This project will not require City issued ROW, street use, clearing and grading, and land use permits. Other permits and approvals may be required to construct the project and will be completed by the City.
- Should Consultant be requested to prepare additional permit applications for submittals, a supplement may be required.
- No impacts to wetlands or waters will occur as part of the project.
- The project is not in a mapped FEMA floodplain.
- King County interactive iMap show no endangered species or critical habitats are present within the area. A Biological Assessment or Critical Area Assessment will not be required.
- The project will not have impacts to 6(f) properties (parks or other locations that have received Land and Water Conservation Funding).
- The project will have no adverse effects to 4(f) properties. A technical report for 4(f) is not included in the scope and budget.
- The project will have no adverse impacts to cultural or historical resources.

Deliverables

- SEPA kickoff meeting notes.
- Preliminary Draft SEPA checklist in PDF and Word format.
- Draft SEPA checklist in PDF and Word format.

- Final SEPA checklist in PDF and Word format.

Task 07 – Cultural and Historic Resources

Subtask 07.01 – EZ1 Form

Objective

Parametrix cultural resources specialists will assist the City with filling out an EZ-1 form in support of the project's Executive Order 21-02 obligations.

Approach

Parametrix staff will review the Washington Information System for Architectural and Archaeological Records Database (WISAARD). WISAARD contains information about known archaeological sites; historic buildings, structures, and districts; and traditional cultural properties. Once the EZ-1 form has been populated with the appropriate data, Parametrix staff will provide a draft version of the form to the City for review. Parametrix staff will then integrate any revisions requested by the City into a final version of the form. Parametrix will then either provide the form to the City for distribution to the Washington Department of Archaeology and Historic Preservation (DAHP) or will distribute the form to DAHP directly if Assumptions

Assumptions

No fieldwork will be required. If DAHP requires a field visit, it will be performed under a separate contract amendment.

Deliverables

Draft and final EZ-1 form.

Subtask 07.02 – Cultural Resources Survey

Approach

If consultation with DAHP reveals that the project should undergo a formal cultural resources survey to comply with EO 21-02, Parametrix will provide cultural resources survey support. This support will include performing a shovel probe survey along the project alignment, documenting and evaluating historic built resources directly adjacent to the project alignment, documenting the findings in a cultural resources technical memorandum, and assisting the lead agency with submitting the cultural resources memorandum report to DAHP. The cultural resources technical memorandum will include an introduction and regulatory context, brief environmental and cultural context, methods, findings, and technical recommendations.

Assumptions

- The client will arrange for right-of-entry along the project corridor prior to Parametrix staff mobilizing to the jobsite.
- Parametrix will coordinate utility locates prior to mobilizing to the jobsite.

- Parametrix architectural historians will document and evaluate up to six historic built environment resources along the project alignment.
- Parametrix archaeologists will excavate up to 40 shovel probes along the project alignment where new project-related ground disturbance is proposed.
- Parametrix does not anticipate encountering archaeological deposits. If archaeological deposits are encountered, they will be preliminarily documented and mapped under the current scope and budget. Formal evaluation, delineation, and treatment of archaeological deposits would need to be covered under a scope and budget amendment.
- Reviewing agency comments on the cultural resources technical memorandum will be minor, requiring no more than 4 hours to address.

Deliverables

- Draft cultural resources technical memorandum
- Final cultural resources technical memorandum

Task 08 – Public Outreach

Subtask 08.01 – Story Map Site Development

Approach

Parametrix will setup and host a story map website for the public to access project developments.

Assumptions

- Website will be created at 30%.
- Roll plot style plans to be uploaded at 30%.
- Current project site photos.
- Typical section to be uploaded at 30%.
- One (1) 3D roadway rendering to be uploaded at 30%.
- Parametrix will update project design status in coordination with the City project manager.

Deliverable

- Hosted website including periodic updates.

Subtask 08.02 – 3D Rendering

Approach

Parametrix will create two (2) 3D roadway renderings and (1) 3D roadway rendering flying through the project corridor after 60% submittal.

Assumptions

- One (1) 3D roadway renderings to be completed at 30%.

Deliverable

- One (1) 3D roadway renderings to be added to project website.

Subtask 08.03 – Public Outreach Meetings

Approach

Parametrix will attend in person or virtual public outreach meetings hosted by City.

Assumptions

- Assuming two (2) public outreach meetings lasting 2 hours each.
- Parametrix will provide up to two (2) representatives.
- Parametrix will provide one (1) full size plan set and roll plots as needed.

Deliverable

- One (1) copy of full-size plans (RD and SD Sheets)
- Roll plots

Task 09 – Conceptual Design (15%)

Approach

Parametrix will prepare a preliminary conceptual plan to the 15% design level. The concepts will include different roadway centerline alignments based on limiting the project footprint while providing a maneuverable and safe corridor.

Assumptions

- This work will be completed once the survey base mapping is complete to ensure vertical tie-in accuracy.
- Up to three (3) conceptual designs will be provided.

Deliverable

- Up to three (3) conceptual designs in electronic format (PDF).

Task 10 – 30% Design

Approach

Parametrix will prepare preliminary plans to the 30% design level. The design will establish the footprint of the project to ensure the project can be constructed within the existing right-of-way. This footprint will provide a basis for an opinion of cost. The following design aspects will be included as part of this submittal:

- Title Sheet, Location and Vicinity Maps.
- Sheet Index.

- Legend and Symbols.
- Typical Roadway Sections.
- Existing Conditions/Horizontal Control Plan.
- Site Preparation Plans
- Roadway Plan and Profile.
- Storm Drain Plan and Profile.
- Channelization and Signing Plan.
- Illumination Plan and Details.
- Enhanced (RRFB) Crossing and Details.
- Retaining Wall Plan and Profile.
- WSDOT/City Standard Details.

Assumptions

- Documents and figures will be prepared using Parametrix's internal company production standards.
- Plans will be prepared in AutoCAD Civil 3D, version 2024.
- The following design aspects will not be included as part of this submittal:
 - Intersection grading.
 - Curb ramp details.
 - Driveway details.
 - Traffic control plans.
 - Miscellaneous details, such as for retaining walls and RRFBs.
 - Specifications.
- Solar radar feedback signs will be used.
- Pole and fixtures will not be decorative.

Deliverable

- Half-size (11 by 17 inches) preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in Microsoft Excel format (.xlsx).
- DRAFT Abbreviated Stormwater Technical Information Report (TIR) in electronic format (PDF).

Task 11 – 60% Design

Approach

Parametrix will incorporate 30% review comments and prepare plans to the 60% design level.

Assumptions

- Documents and figures will be prepared using Parametrix's internal company production standards.
- Plans will be prepared in AutoCAD Civil 3D, version 2024.
- Up to 14 driveway profiles are anticipated for this project.

Deliverable

- Half-size (11 by 17 inches) plans in electronic format (PDF).
- Preliminary opinion of cost in electronic format (PDF).
- Right-of-way plans in electronic format (PDF).
- Draft Stormwater Technical Information Report (TIR) in electronic format (PDF).

Task 12 – 90% Design

Approach

Parametrix will incorporate comments from the 60% review submittal and prepare plans to the 90% design level. Right-of-way plans will be included as part of this design level. Additionally, a field walk with the City will be included to assess any additional impacts and property considerations.

Assumptions

- 60% submittal City comments will be reviewed and discussed in one coordination meeting.
- City will provide standard legal documents as adopted by the City for reference and inclusion in the specification.
- Contract documents will be prepared using the latest WSDOT Standard Specifications (2026 or 2027).
- Parametrix will provide stormwater pollution and prevention plan (SWPPP) documentation for permitting and contractor use.

Deliverable

- Half-size (11 by 17 inches) plans in electronic format (PDF).
- Preliminary opinion of Cost in electronic format (PDF).
- Final Stormwater TIR and SWPPP documentation for contractor use in electronic format (PDF).
- Responses to review comments on the 60% submittal in electronic format (PDF).
- Specifications in electronic format (PDF).

Task 13 – Final Design and Contract Documents

Approach

Parametrix will incorporate comments from the 90% review submittal and prepare plans to the final design level.

Assumptions

- 90% submittal City comments will be reviewed and discussed in one coordination meeting.

Deliverable

- Final bidding documents will include five sets of contract documents, including contract specifications and half size (11 by 17 inches) plans and an electronic (PDF) copy of the same for use by the online bidding center.
- Final opinion of cost in electronic format (PDF).
- Responses to review comments on the 90% submittal in electronic format (PDF).

Task 14 – Bidding Assistance

Approach

Parametrix will assist the City during project bidding on an as-requested basis. Services may include:

- Review and response to bidder questions.
- Preparation of addenda
- Tabulation of Bids
- Draft and Final Recommendation of Award

Assumptions

- 32 hours of engineering time and 12 hours of project manager time have been budgeted.
- Should requests go beyond the estimated hours, Parametrix will notify the City and additional budget could be utilized under the Management Reserve task.

Task MR – Management Reserve

Approach

Parametrix will assist the City with additional services on an as-need basis for unanticipated/out of scope work items.

Assumptions

- Parametrix will not proceed with work under this task until the City reviews the proposal for the additional work, authorizes the work, and has issued Parametrix a notice to proceed with the work.

SHEET INDEX

Sheet Index	Sheets
Title Sheet, Location and Vicinity Maps	1
Sheet Index	1
Legend and Symbols	1
Typical Roadway Sections	2
Existing Conditions	3
Horizontal Control Plan	3
Site Preparation	3
Roadway Plan and Profile	6
Storm Drain Plan and Profile	9
Channelization and Signing Plan	4
Illumination and Speed Sign Plan and Details	8
Enhanced Crossings (RRFB) and Details	2
Retaining Wall Plan and Profile	5
Grading Plan	6
Driveway Details	7
Details	2
WSDOT/City Standard Details	10
Total:	73

24th Ave Phase 1
Level of Effort

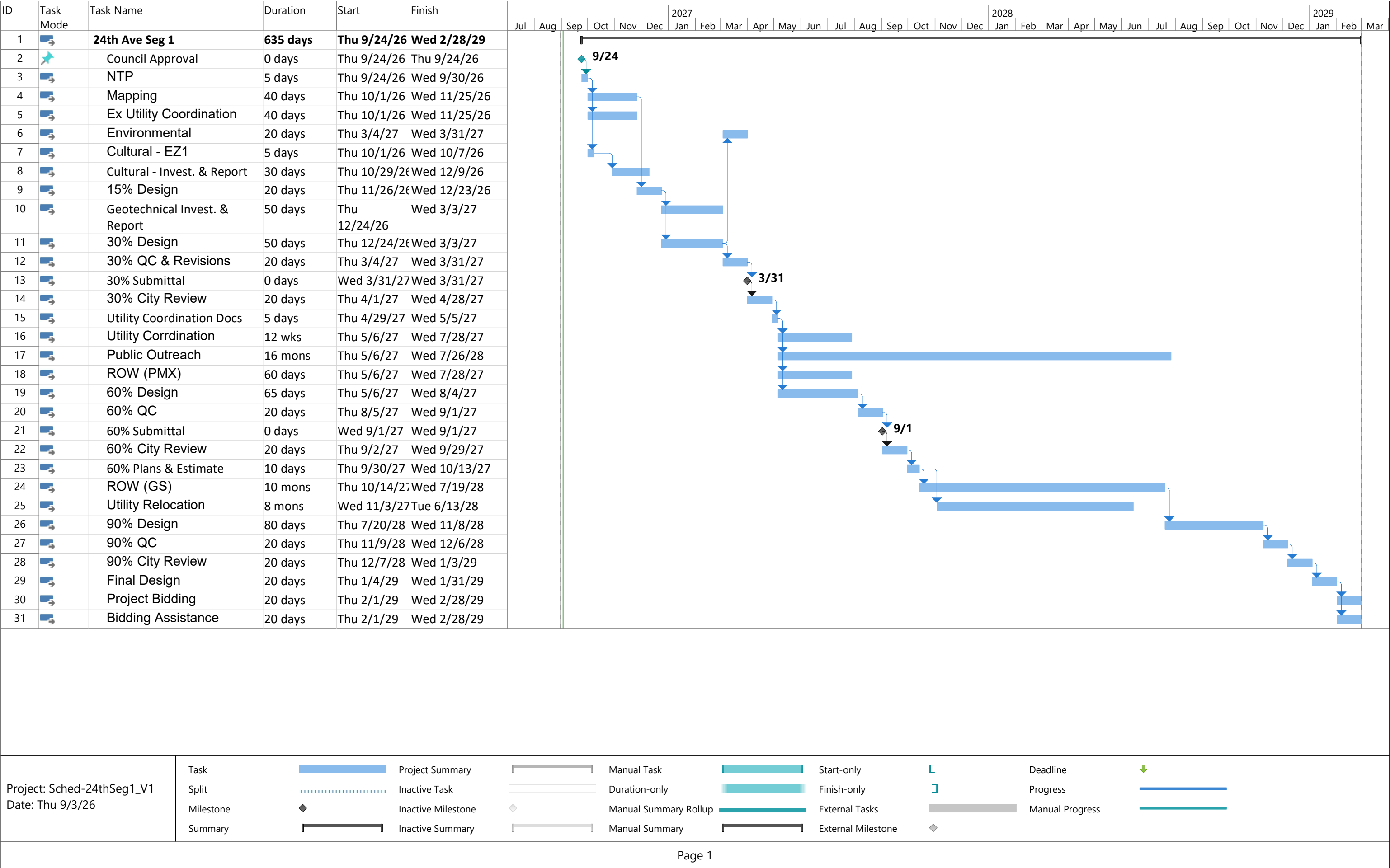
					Vice President	Sr Designer V	Engineer IV	Engineer III	Sr Principal Engineer	Engineer II	Engineer IV	Planner III	Sr Cultural Resource Specialist V	Cultural Resource Specialist III	Cultural Resource Specialist III	Cultural Resource Specialist II	Sr Consultant	Sr Principal Visualization Artist	Survey Manager	Project Surveyor	Survey CAD Lead	Sr Party Chief	Remote Sensing Technician I	Project Controls Analyst	Publications Specialist II	Project Accountant II
Task	SubTask	Description	Labor Dollars	Labor Hours																						
01		Project Management & QA/QC	\$73,409.28	371	70	60	1	1	1	1	1	1	1				1	1						128	40	64
02		Mapping	\$75,582.72	496															36	100	80	140	140			
03		Right-of-Way Acquisition																								
	03.01	Right-of-Way Coord. (Goodman Strath)	\$0.00	0																						
	03.02	Right-of-Way Eng. Support (Parametrix)	\$24,831.16	84	30	30	24																			
	03.03	Right-of-Way Plans	\$30,558.11	168															60		108					
	03.04	Legal Descriptions and Exhibits	\$18,276.90	108																108						
04		Geotechnical	\$0.00	0																						
05		Utility Coordination	\$35,880.18	172	12	40		120																		
06		SEPA Checklist	\$12,583.68	72		4	8				60															
07		Cultural and Historic Resources																								
	07.01	EZ1 Form	\$2,261.29	8									8													
	07.02	Cultural Resources Survey	\$35,232.53	206									40	100	50	16										
08		Public Outreach																								
	08.01	Story Map Site Development	\$9,857.45	40		40																				
	08.02	3D Rendering	\$6,537.48	25															25							
	08.03	Public Outreach Meetings	\$4,669.54	16	4	12																				
09		Conceptual Design (15%)	\$26,921.75	136		16	120																			
10		30% Design	\$144,523.54	704	8	136	136	136	80	136	48						24									
11		60% Design	\$233,812.90	1,200	8	240	240	240	40	240	160						32									
12		90% Design	\$168,856.65	858	10	178	178	178	40	178	16						40								40	
13		Final Design & Contract Documents	\$38,844.37	184	8	20	40	20	24	24	8						16								24	
14		Bidding Assistance	\$17,678.35	86	6	8	64																		8	
Labor Hours Total				4,934	156	784	811	695	185	579	233	61	49	100	50	16	113	26	96	208	188	140	140	128	112	64
Cost Total			\$960,317.88		66,780.04	193,206.09	155,298.20	120,963.59	53,296.36	78,369.96	42,762.80	10,233.79	13,850.38	14,980.72	6,860.70	2,084.68	35,810.08	6,798.98	22,384.54	35,199.96	28,840.19	23,265.40	14,727.64	14,749.35	12,362.68	7,491.76

Subconsultants	
Applied Professional Services Inc.	\$5,901.00
Goodman Strath	\$141,668.10
PanGeo, Inc.	\$29,673.00
Subconsultants Total:	\$177,242.10

Other Direct Expenses	
Mileage - \$0.76/mile	\$550.00
Survey Equipment (\$160/Use)	\$1,920.00
Other Direct Expenses Total:	\$2,470.00

Project Subtotal	\$1,140,029.98
Design Management Reserve	\$30,000.00
ROW Management Reserve	\$30,000.00

Project Total \$1,200,029.98





Applied Professional Services, Inc.

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Kent, WA 98032
(425) 888-2590

“Solutions that exceed expectations.”

Parametrix
Justin Emery
[253-785-3028](tel:253-785-3028)
JEmery@parametrix.com
8/19/2026

WA-162 & 115th St Ct E, Alderton

Scope of Work:

A. Utility Design Locating Services

APS, Inc. (APS) will perform a Utility Design Locate in accordance with RCW 19.122.020 and utilize a suite of geophysical equipment to investigate existing utility mainline systems as requested by **Parametrix** will apply all industry standards and best practices to designate and mark known conductive utility systems within the defined project limits. Target systems include water, electrical, communication, and gas utilities.

- APS will rely on existing utility records provided by **Parametrix**. APS does not perform record research, and if records are not provided, utility segments may exist onsite that are not investigated. APS will not be liable for any utility segments missing from records supplied by others.
- If a utility line cannot be investigated, it will not be marked in the field. **Parametrix** is responsible for reviewing field markings and correlating them with available records to manually draft any utility segments that cannot be investigated.
- Sewer, storm drain, non-conductive system locates for all utility systems are excluded from this scope and fee. If investigation of these systems is required, contract modification will be necessary.

B. Investigation Limitations

No full-area field sweeps will be performed under this scope. As a result, undocumented or unknown systems may not be identified. If **Parametrix** requests investigation of undocumented systems, all utility systems within the project limits must be included in the investigation. Utility lines may exist within the limits that cannot be investigated due to lack of records or inaccessible above-ground structures, including unknown or abandoned systems. **Parametrix** assumes all liability for such lines.

C. Project Limits

Project boundaries are defined by the KMZ supplied by **Parametrix** on 8/19/2026. The project encompasses the ROW of 24th AVE S from S 216th ST to S 223rd ST. The investigation will include only utility mainline systems and mainline crossings at intersections. No investigation will extend beyond the defined project limits.

D. Deliverables

Results of the investigation will be provided in APS's RM Mapping System as an electronic field sketch and utility paint in the field.

Exclusions & Assumptions

- Conductible Utility Design Locating includes **metallic utilities only**.
- Non-conductible Utility Locating (e.g., sewer, storm drain, non-metal systems) is excluded.
- GPR Utility Locating will be used **only for water systems**.
- Sewer and storm drain investigations of any type are excluded; inclusion requires contract modification.
- Surveying of all field markings will be performed by others.
- Correlation of records, field markings, structures, and drafting of systems not able to be investigated is assumed to be performed by others. A comprehensive utility investigation including known and unknown systems, along with full data correlation, will require a contract modification.
- All previously collected utility records, points of contact, as-built plans, and electronic files will be provided to APS by the Client.
- Traffic control, flagging, and associated permits are not anticipated and are not included in this scope or fee.
- Vacuum truck (VAC truck) investigation is excluded. Test holes, if required, will be performed under a separate contract or modification.
- The Client will provide APS with full site access for field staff as needed.
- Field crew staffing is assumed to consist of one utility designator
- Ground markings for utility locates will be considered valid for a period of 45 calendar days following project completion.

Project Cost:

LABOR DESCRIPTION	HOURS	RATE	AMOUNT
Utility Design Locate (Conductible)	24	\$155.00	\$3,720.00
Utility Design Locate (GPR)	8	\$210.00	\$1,680.00
Project Management	1	\$220.00	\$220.00
		Labor Est. Total	\$5,620.00



Invoicing

Net 30 days on all billing unless specified otherwise under a separate contract or negotiation.

Disclaimer

APS, Inc, and or its employees cannot guarantee that all conductible and/or non-conductible utilities within the project boundaries can or will be found.

Project Estimate

NOT TO EXCEED WITHOUT WRITTEN CLIENT APPROVAL:

This hourly / not to exceed project estimate is based on the estimated number of hours it will take to perform the Scope of Work. If the project requires additional time or costs to complete the Scope of work, then written approval to exceed the original cost estimate is required.

Parametrix

By: _____

Name: _____

Title: _____

Applied Professional Services, Inc.

ACKNOWLEDGEMENT AND ACCEPTANCE OF TERMS AND CONDITIONS FOR SERVICES

"Client" acknowledges that the Proposal prepared by Applied Professional Services, Inc. ("APS"), along with the Terms and Conditions ("**Terms**") below comprise the entire agreement between the Client and APS (collectively "**Agreement**"), and supersedes all prior or contemporaneous written and oral understandings, agreements, negotiations, representations, warranties, and communications.

GENERAL TERMS AND CONDITIONS

RELATIONSHIP OF THE PARTIES: The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

SERVICES: APS shall provide services to the Client for the project ("Project"), as defined in the Proposal and the Agreement, or as requested by the Client by an agreed Order (the "Services") in accordance with these Terms.

PROJECT SCHEDULE: APS shall use reasonable efforts to meet the Project schedule dates specified in the Proposal. These dates shall be estimates only.

CLIENT'S RESPONSIBILITIES: Client shall provide/perform the following in a timely manner so as not to delay the Services:

- Provide accurate information about the location and survey of the site where services are to be provided.
- Cooperate with APS in all matters relating to the Services.
- Secure legal rights to and provide access to the Project site property and authorize APS staff to access the site for activities necessary for the performance of the Services.
- Respond promptly to any APS request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for APS to perform Services in accordance with the requirements of this Agreement.
- Provide materials, data, or information that APS may request that is reasonably necessary to carry out the Services in a timely manner and ensure that such materials, data, or information provided are complete and accurate in all material respects.
- Comply with all applicable laws in relation to the Services before the date on which the Services are to start, including required licenses, permits, and consents to allow APS to perform Services.
- Give prompt consideration and action to all communications, reports and other documents relating to the Services furnished by APS and inform APS in writing of decisions in reasonable time so as not to delay the Services.

CLIENT'S ACTS OR OMISSIONS: If APS's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, APS shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

COMPENSATION AND PAYMENT: In consideration of the provision of the Services by APS under this Agreement, Compensation will be made as follows:

- **Payment:** Invoices for APS's Services shall be submitted on a monthly basis and are payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify APS - of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5 percent per month (18

percent per annum) or the maximum legal rate of interest allowable. Failure to make any payment when due is a material breach of this Agreement. In the event any invoice has not been paid in full within ninety (90) days of the invoice date, APS shall have the right to immediately suspend all or any portion of the Services hereunder indefinitely, pending payment in full of such invoice(s).

- **Taxes:** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Client hereunder.
- **Compensation:** Client shall pay the agreed upon rates or amounts set forth in the Proposal. If the agreement extends across multiple years, the compensation paid to APS may be adjusted due to market conditions, underlying labor costs, overhead and pricing influences.

CHANGE ORDERS: If either party wishes to change the scope or performance of the Services, it shall submit details in writing of the requested change in a timely manner to the other party. APS shall, within a reasonable time after such request, provide a written estimate to Client of:

- the likely time required to implement the change
- any necessary variations to the compensation and other charges for the Services arising from the change
- the likely effect of the change on the Services
- any other impact the change might have on the performance of this Agreement

Promptly after receipt of the written estimate, the parties shall negotiate in good faith and agree in writing on the terms of such change (a "Change Order"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing.

APS may charge for the time it spends assessing and documenting a request for a Change Order on a time and materials basis in accordance with the Proposal.

DOCUMENTS: Unless otherwise agreed to by the parties in writing, all of the documents prepared by or on behalf of APS in connection with the Services (herein called the "Documents") will be considered Instruments of Service and will become the property of Client upon full and final payment of the Compensation. Any copyright of the Documents shall be retained by APS. APS grants to Client a non-exclusive right and license to use, disclose and reproduce the Documents solely for the purpose of the Project.

DATA AND DOCUMENT RETENTION: APS will retain all data and Documents in accordance with its Data Retention Policy, unless otherwise agreed upon in writing.

LIMITATION OF USE: Client shall not amend, alter or revise, reuse, permit the use of, disclose or reproduce any of the Documents for the completion of another project or work, without first obtaining the written consent of APS, and all reproductions shall include notice of this restriction.

APS shall have no responsibility for any loss or damage suffered by Client or others resulting from any unauthorized use or modification of the Documents, errors in transmission of the Documents, changes to the Documents by others.

Applied Professional Services, Inc.

The Documents may be relied upon by Client for design and construction work undertaken by other parties with respect to the Project provided such part verify the accuracy and completeness of the Documents to their satisfaction. The that Client's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of APS.

The duty to indemnify does not include the duty to pay for or to provide an up-front defense against unproven claims or allegations.

Where any claim results from the joint negligence, gross negligence, or willful misconduct, by Client and APS, the amount of such damage for which Client or APS is liable shall equal the proportionate part that the amount of such claim attributable to indemnitor's negligence, gross negligence, willful misconduct, bears to the amount of the total claim attributable to the joint negligence, gross negligence, or willful misconduct, at issue.

LIMITATION OF LIABILITIES: Notwithstanding any other provision in the Agreement, the Client agrees to limit APS's liability under the Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, to the lesser of: (a) the fees paid to APS for Services or (b) the maximum of remaining available insurance provided. No claim may be brought against APS in contract or tort more than two (2) years after the cause of action arose. Any claim, suit, demand or action brought under the Agreement shall be directed and/or asserted only against APS and not against any of APS's employees, shareholders, officers or directors. APS's liability with respect to any claims arising out of this Agreement shall be limited as provided herein to direct damages arising out of the performance of the Services and APS shall not be held responsible or liable whatsoever for any consequential damages, injury or damage incurred by the actions or inactions of the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

FORCE MAJEURE: If performance of the Services is affected by causes beyond APS's reasonable control, the Project schedule and the Compensation shall be equitably adjusted by mutual agreement of the parties. APS shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of APS.

These causes include, without limitation, inclement weather conditions, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, pandemic/epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage, or similar causes and without the fault or negligence of the delayed party. If the event in question continues for a period in excess of thirty (30) days, Client shall be entitled to give notice in writing to APS to terminate this Agreement.

INSURANCE: APS shall maintain Insurance which it deems to be reasonable throughout the term of this Agreement. APS shall provide Client with certificates of insurance upon written request.

Client assumes sole responsibility and waives all rights and claims against APS for all loss of or damage to property owned by or in the custody of Client and any items at the site or in transit thereto however such loss or damage shall occur, unless caused by the sole negligence of APS.

Client agrees to maintain appropriate Property Insurance and shall require its insurers to waive all rights of subrogation against APS for claims covered under any Property Insurance that Client may carry. Such waivers shall survive termination or discharge of this Agreement.

TERM AND TERMINATION: This Agreement will continue in effect unless terminated by either party with thirty (30) days written notice to the other

party. In the event of any termination, APS shall be paid for all Services rendered and reimbursable costs incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional compensation related to termination of the project.

Client agrees to defend, indemnify and hold APS harmless from and against all claims, demands, losses, damages, liability and costs associated therewith.

In the event any of APS's work product documents are modified in any respect, without involvement and oversight of APS, Client agrees that any modification is at the Client's sole risk.

In the event that Client is in default of its obligations under this Agreement, APS may terminate Client's right and license to use, disclose and reproduce the Documents upon providing written notice to Client. Client shall return to APS all Documents and that no residual copies of any part of any Documents are to be retained by the Client or other parties.

STANDARD OF CARE: The standard of care for all Services performed under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. APS makes no warranties or guarantees under this Agreement in connection with the Services. APS makes no warranty whatsoever with respect to the services, including any warranty of merchantability, warranty of fitness for a particular purpose, warranty of title, or warranty against infringement of intellectual property rights of a third party; whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.

CONFIDENTIALITY: Both parties shall use reasonable efforts to keep confidential all data and information which is marked confidential and furnished by the respective parties under this Agreement. Confidentiality obligations shall not apply if such data or information is within the public domain, was known to the Client or APS at the time of disclosure, or was rightfully obtained by Client or APS on a non-confidential basis from a third party.

PERSONAL INFORMATION: Unless otherwise agreed to by the parties in writing, Client shall only collect and use individually identifiable information from or about APS employees if such collection and use is required. Client shall collect and use all Personal Information in accordance with applicable federal, state or personal information protection legislation.

NON-SOLICITATION OF EMPLOYEES: Neither party shall knowingly solicit, recruit, hire or otherwise employ or retain the employees of the other party during the Term of this Agreement and for one (1) year following the termination or expiration of this Agreement without the prior written consent of the other party. However, neither party shall be restricted from soliciting or recruiting generally in the media, or from hiring, without prior written consent, the other party's employees who answer any advertisement or otherwise voluntarily applies for hire without having been personally solicited.

For a breach of Non-Solicitation, an amount equal to twice the base annual salary of the recruited employee at the time of their departure shall be paid by the hiring party to the other party.

INDEMNIFICATION: To the fullest extent permitted by law, APS shall indemnify and hold harmless Client from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney's fees arising out of damages or injuries to persons or property to the proportionate extent caused by the negligence, gross negligence or willful misconduct of APS or anyone acting under its direction or control or on its behalf in the course of its performance under this Agreement; provided that APS's aforesaid indemnity and hold harmless obligation shall not be applicable to any liability based upon the willful misconduct or negligence of Client or upon use of or reliance on information supplied by Client or on behalf of Client to APS in preparation of any report, study or other written document.

Client shall indemnify and hold harmless APS from and against any and all damages, liabilities, costs and expenses, including but not limited to reimbursement of reasonable attorney fees arising out of (i) damages or injuries to persons or property caused by the negligence, gross negligence or willful misconduct by Client or anyone acting under its direction or control or on its behalf in connection with this Agreement and (ii) claims, actions or demands for environmental liability arising from, or in relation to, any condition, not caused by the negligence of APS or anyone acting under its authority; provided

Applied Professional Services, Inc.

In addition to any remedies that are provided under this Agreement, APS may also terminate this Agreement with immediate effect upon written notice if the Client becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

In the event of termination, APS shall be paid for all Services rendered and costs incurred by APS through the date of notice of termination. In the event of termination due to the termination of the Project, the Client shall pay all additional costs incurred by APS related to termination of the Project.

DISPUTE RESOLUTION: If requested in writing by either the Client or APS, the Parties shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into a management/principal level meeting(s). The first such meeting shall occur within thirty (30) days from the first date of the written request for such meeting.

- If a dispute cannot be settled informally between the Parties within a period of sixty (60) calendar days from the first date of the written request, the Parties shall enter structured non-binding negotiations with the assistance of a mediator. The mediator shall be appointed by agreement of the Parties.
- If the Parties are unable to reach an acceptable resolution of the dispute, controversy, or claim through the mediation process, the Parties shall have any and all rights and remedies available to it under this Agreement and any and all rights and remedies at law or in equity.
- **Attorney Fee Provision:** With respect to any dispute relating to this Agreement, or in the event that a lien, suit, action, arbitration, mediation, or other proceeding of any nature whatsoever is instituted to interpret or enforce the provisions of this Agreement, including, without limitation, any proceeding under the U.S. Bankruptcy Code and involving issues peculiar to federal bankruptcy law or any action, suit, arbitration, or proceeding seeking a declaration of rights or rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorney fees, paralegal fees, expert fees, and all other fees, costs, title reports, title guarantee reports, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial, arbitration, mediation, or other proceeding, or on any appeal or review, and all proceedings in U.S. Bankruptcy Court. APS shall also be entitled to reasonable attorney's fees and costs incurred in enforcing any award and/or judgment, in addition to all other amounts provided by law.

ASSIGNMENT: Neither party to this Agreement shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign the benefit or in any way transfer any claim or obligation under this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

NO THIRD-PARTY BENEFICIARY: This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

LEGAL CONSTRUCTION: In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

ENTIRE AGREEMENT: This Agreement supersedes any and all other agreements, either oral or in writing, between the parties relating to the subject matter of this Agreement and is the entire understanding and agreement related thereto. This Agreement may be amended by mutual consent of the parties in writing to be attached hereto and incorporated herein, executed by APS's and the Client's authorized representatives.

WAIVER: Failure by one party to notify the other party of a breach of any provision of this Agreement shall not constitute a waiver of any continuing breach. Failure by one party to enforce any of its rights under this Agreement shall not constitute a waiver of those rights. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof.

SEVERABILITY: If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

SURVIVAL OF PROVISIONS: The expiration or termination of this Agreement, or any Task Order shall not affect the provisions, and the rights and obligations set forth in which either by their terms state or evidence the intent of the Parties that the provisions survive the expiration or termination, or must survive to give effect to the provisions.

GOVERNING LAW: The validity of the Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and governed by the laws of the state in which the Project is located.

Specific state statutes and regulations will be adhered to under this contractual agreement through the use of Addendums, as appropriate.

Scope & Fee Proposal

Goodman Strath
2502 Jefferson Ave.
Tacoma, WA 98402
www.goodmanstrath.com

August 31, 2026

Hutch Goodman

Principal and Managing Director, Public Sector Services

John Betzvog
Sr. Designer, Section Manager – Linear Infrastructure, Parametrix
Direct: 253.604.6602

RE: Scope and Fee Proposal | City of Des Moines – 24th Avenue South Improvements Project, Segment 1 – Right of Way Acquisition Services

Dear Mr. Betzvog:

Goodman Strath is pleased to submit this Scope and Fee Proposal to Parametrix in support of the City of Des Moines's 24th Avenue South Improvements Project, Segment 1 (24th Ave S – S 223rd St to S 216th St). Nine (9) parcels are anticipated to require acquisition of property rights: six (6) requiring partial (fee) acquisition, and all nine (9) requiring temporary construction easements (TCEs).

This project is not federally funded; accordingly, this scope excludes WSDOT Local Public Agency (LPA) certification. Just compensation will be established using appraisal waivers for qualifying parcels, consistent with RCW 8.26 (see the Fee Schedule assumptions below for the waiver threshold).

The following Scope of Work is based on our current understanding of the project as of this date, and the respective Fee Schedule corresponds to each Task identified below:

Scope of Services

1.0 – Acquisition Project Management & Public Outreach:	Provide bi-weekly acquisition status updates to the City and Project Team; oversee all elements of the acquisition task in accordance with State law and the City's approved right of way procedures; collaborate on parcel mitigation and negotiation solutions; and coordinate public outreach meetings between affected owners, the design team, and right of way agents prior to formal acquisition.
2.0 – Ownership Vesting Research, Document Preparation & Appraisal Waiver Valuations:	Research public GIS and ownership databases, title reports, and Parametrix-prepared right-of-way plans and legal descriptions to develop City acquisition files for all nine (9) parcels; prepare appraisal waiver valuations and just compensation summaries; and draft all fee acquisition instruments, TCEs, and other documents needed to acquire property rights.
3.0 – Right of Way Acquisition Negotiations – Fee & Temporary Construction Easement (9 Parcels):	Contact all affected owners, in person wherever possible, to present appraisal waiver valuations and resolve objections in an effort to secure agreement to the City's requests; prepare and deliver City-approved offer packages, purchase and sale agreements, and TCE packages; and coordinate with the City on administrative settlement solutions where needed.
4.0 – Project Closeout:	Compile all conveyance and acquisition documents — correspondence diaries, special-request agreements, and executed conveyances and TCEs — for each parcel, and deliver

Scope & Fee Proposal

completed acquisition files to the City in physical and electronic form for recordkeeping and compliance.

5.0 – Supplemental Services (as needed):

Should right of entry be needed in advance of acquisition (for survey, environmental, geotechnical, or other purposes), or should final plans identify additional parcels, Goodman Strath will prepare a supplemental scope and fee for review. A supplementary scope and fee for right-of-entry support is included as Attachment A and is not part of the fee below.

Fee Schedule

Task	Description	Hours & Rate	Fee
1.0	Acquisition Project Management & Public Outreach	64 Hrs @ \$215/hr Project Manager	\$13,760
2.0	Ownership Vesting Research, Document Preparation & Appraisal Waiver Valuations (9 Parcels)	120 Hrs @ \$175/hr Acquisition Specialist	\$21,000
3.0	Right of Way Acquisition Negotiations – Fee & TCE (9 Parcels)	420 Hrs @ \$215/hr Project Manager	\$90,300
4.0	Project Closeout	48 Hrs @ \$175/hr Acquisition Specialist	\$8,400
5.0	Supplemental Services (as needed) – not included in this fee	—	—
	Other Direct Costs (ODCs): mileage to and from property owner meetings and project site (est. 18 visits @ 112 mi RT @ \$0.725/mi)	Mileage: \$1,462	\$1,462
	SERVICES FEES and ODC's – GRAND TOTAL		\$134,922

Fee is based on the nine (9) parcels currently identified along the project corridor. Appraisal waivers apply to parcels where the anticipated acquisition is under \$35,000 and not complex; any parcel above that amount, or involving a complex acquisition, will require a full appraisal and a supplemental scope and fee. Additional parcels, right-of-entry support beyond this proposal, or design changes requiring re-scoping will likewise require a supplemental scope and fee or amendment.

We appreciate the opportunity to support Parametrix and the City of Des Moines on this project. Please let us know if any adjustments to this scope or fee are needed, or if you have questions in the meantime.

Best regards,

Goodman Strath
Right of Way & Acquisition Services

Hutch Goodman

Principal and Managing Director, Public Sector Services

hutch@goodmanstrath.com

Scope & Fee Proposal

Attachment A – Supplementary Scope & Fee: Right of Entry Support

In the event right of entry (ROE) onto a parcel is needed prior to acquisition – for survey, environmental (e.g., wetland delineation, hazardous materials assessment), geotechnical, or other investigative purposes – Goodman Strath will secure a signed Right of Entry Agreement from the property owner and coordinate field access with the City's and Parametrix's technical staff. The following supplementary scope and fee is provided for reference and is not included in the Grand Total identified in the Fee Schedule above; ROE support will be authorized and invoiced separately, on an as-needed, per-parcel basis, upon written notice to proceed.

Supplementary Fee Schedule

Task	Description	Hours & Rate	Fee
S1.0	Right of Entry Coordination & Agreement Procurement (per parcel, as needed)	101 Hrs @ \$175/hr Acquisition Specialist	\$1,925
	ESTIMATED TOTAL (up to 9 Parcels)	99 Hrs @ \$175/hr Acquisition Specialist	\$17,325

Right-of-entry services will be authorized and invoiced on a per-parcel, as-needed basis and are not guaranteed regardless of the number of parcels ultimately requiring right-of-entry support. This supplementary scope and fee is separate from, and not included in, the Grand Total on page 2 of this proposal.

August 18, 2026
File No. PA-1154

John Betzvog
Parametrix
1019 – 39th Avenue SE, Suite 100
Puyallup, Washington 98374

Subject: Proposal for Geotechnical Services
 24th Avenue South Improvements (Phase 2, Segment 1)
 South 223rd Street and South 216th Street, Des Moines, WA

Dear John,

Please find attached our proposal to provide geotechnical support for the proposed roadway improvements along 24th Avenue South, between South 223rd Street and South 216th Street, in Des Moines, Washington. The project alignment is about 0.42 miles long. We understand that the current project is to widen this portion of the roadway to include two 10-foot-wide travel lanes, a two-way left turn lane, bike lanes, sidewalks, illumination, and storm drainage improvements. We understand that you plan to install an infiltration facility at parcel 0922049123, located between South 219th and South 220th Street.

Our proposed scope of work is outlined in the attached Exhibit A. We propose to complete the scope of work on a time and materials basis. We estimate that a budget of \$28,260 will be needed to complete the scope of work. Details of our cost estimate are outlined in Exhibit B. We agree not to exceed the estimated budget without your prior approval.

Please call should you have any questions regarding this proposal.

Regards,



Siew L. Tan, P.E.
Principal Geotechnical Engineer

Enclosures: Exhibit A: Scope of Work; Exhibit B: Cost Estimate

EXHIBIT A –SCOPE OF WORK

- 1. Site Reconnaissance** – Conduct a reconnaissance along the project alignment to observe surface conditions that could impact the proposed improvements. During the reconnaissance, we evaluate drilling equipment access, mark test boring locations for utility locates, and evaluate what traffic control measures may be needed during drilling (see Item 3, below).
- 2. Coordinate Field Work & Street-Use Permit** – Prepare a proposed test boring location plan for review by Parametrix and the City of Des Moines. Once the test boring locations have been approved, PanGEO will prepare traffic control plans for each boring location and apply for a street-use permit from the City of Des Moines. We assume that the street use permit will be provided to PanGEO at no cost.

Prior to the drilling, we will contact the 1-call center to request a utility locate. We will coordinate all field activities with Parametrix and the City of Des Moines.

- 3. Subsurface Explorations (Test Borings)** – Drill up to 3 test borings to determine the thickness of the existing pavement and the subgrade condition below the pavement. The locations of the test borings will be determined after our site reconnaissance, in conjunction with the project team.

The test borings will be drilled through the existing pavement and advanced to about 20 feet below the road surface to determine the existing pavement thickness and its subgrade condition, and potential groundwater conditions. Standard Penetration Tests will be performed immediately below the pavement, at 2½- and at 5-foot in each test boring to obtain soil samples, and to estimate the density of the existing site soils below the pavement.

The test borings will be backfilled and patched with cold patch asphalt the same day. Our proposed fee does not include other special patching treatments that may be required by the City or others.

Excessive soil cuttings from the test borings will be removed from the site, assuming that the site soils are not contaminated.

We anticipate that the test borings will take one day to complete.

4. **Groundwater Monitoring** – We understand that groundwater maybe a concern for the proposed trenching. We propose installing one groundwater monitoring well in one of the three test borings discussed in Item 3. We will discuss the location and depth of the groundwater monitoring well on a later date. We budget two return trips to measure the groundwater table.
5. **Infiltration Testing** – Conduct one small Pilot Infiltration Test (PIT) at parcel 0922049123 where you plan to install an infiltration facility. The test will be performed in accordance with the DOE stormwater manual for Western Washington. We assume the test will be conducted at a depth of no more than 5 feet. We will hire a water truck to supply water for the testing.
6. **Laboratory Testing** – Select soil samples for moisture content testing, grain size analysis, cation exchange capacity, and organic matter content. The test results will be used to evaluate the infiltration and treatment potential of the soils based on the methodology outlined in the current Ecology stormwater design manual.
7. **Engineering and Report** – We will perform appropriate engineering analysis based on the results of our field exploration, laboratory test program, and projected traffic data provided by others. A draft report will be prepared and submitted to the project team, and the report will be finalized after we receive review comments form the project team. The report will summarize the results of our geotechnical study, and in general will include the following:
 - A site map showing the locations of our test borings and infiltration test location;
 - Summary description of the existing pavement thickness, subsurface conditions (soils and groundwater), and summary boring logs;
 - Pavement design recommendations to reconstruct the existing HMA pavements. Options considered will include conventional HMA on crushed rock base and on cement treated base (CTB). We assume that traffic data will be provided to PanGEO for pavement design and analysis;
 - Infiltration rate based on the proposed pilot infiltration test;

- Suitability of site soils for treatment based on methodology described in the Department of Ecology's *Stormwater Management Manual for Western Washington* (WSDOE, 2019);
- Geotechnical design recommendations for streetlight pole foundation; and
- Earthwork recommendations including the suitability of the site soils as structural fill, subgrade preparation, temporary excavation, control of groundwater (if needed), and general earthwork discussions.

8. Post Report Consultation – Provide additional consultation on an as-needed basis.

EXHIBIT B - COST ESTIMATE

WORK TASK DESCRIPTION	PanGEO Labor Hours & Hourly Rates						COST
		S. Tan	S. Swenson	Staff Eng/Geo			
		\$255.00	\$180.00	\$155.00			
Site Reconnaissance			4	4			\$1,340
Coordinate Field Work & ROW Permit		1	3				\$795
Test Borings & Travel (1 Day)			1	10			\$1,730
Pilot Infiltration Test (1 Day)				10			\$1,550
Groundwater Level Measurements x2				8			\$1,240
Prepare Boring Logs & Figures			1	4			\$800
Review/Evaluate Lab Test Results				1			\$155
Engineering / Report Preparation		4	18	4			\$4,880
Meeting/Post Report Consultation		2					\$510
TOTAL LABOR:	0	7	27	41	0	0	\$13,000

LABORATORY TEST SUMMARY			
Test	Est. No. Tests	Unit Cost	Total Cost
Grain Size Analysis	4	\$150	\$600
Atterberg Limits	0	\$150	\$0
Moisture Content	4	\$50	\$200

TOTAL LABORATORY TESTING: \$800

ESTIMATED DIRECT EXPENSES:

Mileage: 46 mi/RT * 2 trips * \$0.75/mi	\$69
Field Consumables	\$25
TOTAL DIRECT EXPENSES:	\$94

ESTIMATED SUBSURFACE EXPL COSTS:

Flaggers (2 @ 8 hrs @ \$95/hr)	\$1,520
Traffic Control Supervisor (8 hrs @ \$105)	\$840
Traffic Control Sign Rental & Truck	\$500
Drill Rig Mobilization	\$950
DOE Filing Fee	\$150
Drill Borings + One Well Installation	\$4,200
Drill Cutting Removal	\$800
Backhoe - For Infiltration Test	\$2,400
Water Truck - for Infiltration Test	\$1,700
TOTAL DRILLING COSTS:	\$13,060

PanGEO COST SUMMARY:

Estimated Labor Cost	\$13,000
Subsurface Exploration Costs + 10%	\$14,366
Lab Testing	\$800
Direct Expenses	\$94
PanGEO TOTAL:	\$28,260

**CITY OF DES MOINES
2027-2032 CAPITAL IMPROVEMENTS PLAN
(Amount in Thousands)**

24th Ave S Improvements - Segment 1	Project #	TRCIP0027
	Previous Project #	0

New 2026

CIP Category: Transportation - Capital Projects

Managing Department: Plan, Build & PW Admin

Summary Project Description:	
Construct 3-lane roadway with bike lanes and sidewalks, a two-way left turn lane, illumination system, storm drainage system, traffic calming measures and improved pedestrian crosswalks, between South 216th Street and South 223rd Street.	

Justification/Benefits: The need for pedestrian and bicycle facilities along 24th Ave S. is identified in the City's Comprehensive Transportation Plan and the Six Year Transportation Improvement Plan. Provides safer pedestrian and multi-modal mobility especially for school aged children for the nearby Midway Elementary and Pacific Middle School.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	-	1,002	1,002
Land & Right of Way	-	456	456
Construction	-	7,129	7,129
Contingency	-	750	750
Total Expenditures	-	9,337	9,337

ANNUAL ALLOCATION											
Project to Date 12/31/25	Actuals Year 2026	Scheduled Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030	Plan Year 2031	Plan Year 2032			
-	-	383	619	-	-	-	-	-	-	-	-
-	-	132	324	-	-	-	-	-	-	-	-
-	-	-	-	5,424	1,705	-	-	-	-	-	-
				350	400						
-	-	515	943	5,774	2,105	-	-	-	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
AUTOMATED SPEED ENFORCEMENT	-	2,135	2,135
STREET PAVEMENT FUND	-	200	200
TRAFFIC IMPACT FEE - CITY WIDE	-	2,002	2,002
TIB GRANT (SECURED)	-	5,000	5,000
Total Funding	-	9,337	9,337
Funding Shortfall/Excess	-	-	-

Project to Date 12/31/25	Actuals Year 2026	Scheduled Year 2026	Plan Year 2027	Plan Year 2028	Plan Year 2029	Plan Year 2030	Plan Year 2031	Plan Year 2032			
-	-	2	4	1,074	1,055				-	-	-
-	-			200	700				-	-	-
-	-	63	239	1,000	350				-	-	-
-	-	450	700	3,500	2,105				-	-	-
-	-	515	943	5,774	2,105	-	-	-	-	-	-

**City Council
AGENDA ITEM**

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

SUBJECT: Development Agreement Ordinance - 2nd Reading

ATTACHMENTS:

1. Draft Ordinance No. 26-030

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Community Development

DATE SUBMITTED:

September 2, 2026

CLEARANCES:

Community Development

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider and adopt the proposed Development Agreement Draft Ordinance No. 26-030.

Motion: "I move to approve Draft Ordinance No. 26-030, relating to the regulation of Development Agreements."

Strategic Plan Priority

Economic Vitality - Create an atmosphere where Des Moines is recognized as a great place for business investment.

Background

Staff is proposing an Ordinance to regulate Development Agreements. The Local Project Review Act RCW chapter 36.70B provides specific authority for development agreements, along with WAC 365-196-845. A development agreement is a voluntary contract between a local jurisdiction and a person(s) who owns or controls property within the jurisdiction, detailing the obligations of both parties and specifying the standards and conditions that will govern development of the property.

Codifying this process provides regulatory certainty and transparency to the development community that standards will not change mid-project for multi-year buildouts, allows for customized design standards and phasing for complex or unique projects, and provides a mechanism by which the City may require impact mitigation, including commitments for infrastructure and financing.

The Planning Commission reviewed the drafted Ordinance and held a public hearing on July 7, 2026. The Planning Commission recommended approval of the draft ordinance with minor modifications.

The City Council discussed the Ordinance at the August 27, 2026 meeting and moved the ordinance to a second reading with direction to staff to add proposed language relating to:

- Development Agreement Assignment
- Revocation by the City due to Performance
- Cure non-performance

Discussion

City staff are proposing a Draft Ordinance which includes a new chapter to DMMC Title 18 entitled “Development Agreements” to create regulations and process for all development agreement applications and their review and approval. With the proposed ordinance, all development agreements shall include (as applicable):

- Project components which define and detail the permitted uses, residential densities (minimum and maximum), nonresidential densities and intensities or building sizes
- Design standards such as architectural treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements, road standards, and other development features
- Parking
- Provisions for affordable housing, if applicable
- Parks and common open space preservation
- Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees or dedications
- Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW
- Phasing
- Build-out or vesting periods for applicable standards
- Other appropriate development requirements or procedures which are based upon a City policy, rule, regulation or standard
- A preliminary site plan for the entire project, showing locations of critical areas and buffers, required open spaces, perimeter buffers, location and range of densities for residential development, and location and size of nonresidential development
- Conceptual plans for open space, recreation, parking, landscaping, lighting and building design

Additionally, the proposed Ordinance clarifies that a development agreement cannot

authorize a deviation from:

- Building Codes
- Environmental Requirements/SEPA
- Surface Water Requirements

The proposed Ordinance requires development agreements to have a public hearing and recommendation from the Planning Commission with approval by the Council. The Public Hearing requires notice to all property owners within 300 feet of the subject property.

The Ordinance establishes a standard process for development agreements, making clear to applicants what to expect both from the process itself and with respect to what must be included in a development agreement. The Ordinance also clarifies the limitations that apply to development agreements. Each agreement would remain specific to the individual project and site, and Council would retain authority over the terms of the agreement within the parameters established by this Ordinance. For example, based on the type, size, location, and phasing of a project, Council could require a development agreement with a ten-year term, with or without extensions, but could not approve a twenty-five-year term, because the proposed Ordinance sets a limit of twenty years.

Staff added the proposed Sections 9, 10, and 11 as shown below in order to address Council concerns from the August 27th Council meeting.

Sec. 9. Specific Performance

The parties specifically agree that damages may not be an adequate remedy for breach of a Development Agreement, and that the City is entitled to compel specific performance of all material terms of the Development Agreement by party in default hereof.

Sec. 10. Assignment

A Development Agreement shall be binding and inure to the benefit of the parties. The original party shall not assign its rights under the Development Agreement without written consent of the City. Any assignment of the Development Agreement will be at the sole discretion of the City.

Sec. 11. Termination

A Development Agreement shall expire and be of no further force and effect if the Developer does not construct the project as described in the Development Agreement, or submits applications for development of the project site that are inconsistent with the development agreement as determined in the City's sole reasonable discretion; or for a breach of the Development Agreement as determined in the City's sole reasonable discretion.

A comment letter from a commercial real estate practitioner was submitted to the City Council. Several areas of concern were identified and considered below:

- Technical errors: The identified scrivener's errors were corrected.
- Peer-city comparison: While no standardization was identified between cities, the information considered by the Planning Commission included code research into the cities of Edmonds, Kenmore, Kent, Mukilteo, North Bend, Poulsbo, SeaTac and University Place.
- Policy choices: As indicated, cities have taken meaningfully different approaches to the development standards included in their development agreement codes. The items included in Draft Ordinance No. 26-030 are all identified by RCW 36.70B.170 as permissible to regulate through a development agreement process.

Alternatives

1. Approve proposed ordinance as provided
2. Approve proposed ordinance with amendments
3. Do not approve the proposed ordinance

Financial Impact

Unknown

Recommendation

Planning Commissions recommends approval of the draft ordinance as provided herein.

CITY COUNCIL'S SECOND DRAFT 9/2/2026

DRAFT ORDINANCE NO. 26-030

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to land use and adding a new chapter to Title 18 DMMC entitled "Development Agreements".

WHEREAS, a development agreement is binding upon the parties and their successors and provides assurances to the developer that regulation will not change during the term of the agreement, and

WHEREAS, the Local Project Review Act RCW chapter 36.70B provides specific authority for development agreements, along with WAC 365-196-845, and

WHEREAS, On May 21, 2026, the City submitted the proposed amendment to the Washington State Department of Commerce for its expedited 30-day review and received documentation of completion of the procedural requirement (Submittal ID 2026-S-12852), and

WHEREAS, the SEPA responsible official for the City of Des Moines has determined that the proposed ordinance is categorically exempt in accordance with the requirements of the State Environmental Policy Act (SEPA) under WAC 197-11-800(6) Land Use Decisions, and

WHEREAS, the Des Moines Planning Commission held a duly noticed public hearing on July 7, 2026, and

WHEREAS, based on the careful consideration of the facts and law, the City Council finds that the proposed amendments attached and incorporated herein should be approved as presented; now therefore,

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

Sec. 1. Title.

This chapter shall be entitled "Development Agreements."

Sec. 2. Application.

This chapter shall be applicable to all zones in the City and all zoning actions, as specified in this Title.

Sec. 3. Purpose.

(1) The purpose of this development agreement chapter is to implement RCW 36.70B.170 which authorizes the City to enter into "development agreements" with persons having ownership or control of real property. In adopting such statute, the City Council concurs with the Washington State legislative findings.

(2) Additionally, the City Council finds that development agreements may be appropriate in certain circumstances as a means to consolidate numerous issues involved in complex development projects into a single controlling instrument, benefiting the City, its citizens, and members of the regulated public; and

(3) The City Council finds that the use of development agreements may further the objective of the comprehensive plan and development regulations adopted pursuant to the comprehensive plan.

Sec. 4. Authority.

This chapter is adopted pursuant to RCW 36.70B.170 through 36.70B.210 and other applicable laws.

Sec. 5. Application materials.

A person, firm, or corporation desiring a development agreement shall make application to the Director on forms approved by the City.

Sec. 6. General provisions.

(1) A development agreement shall be consistent with the applicable policies and goals of the City's comprehensive plan.

(2) A departure requested by the owner from the development standards of this code through a development agreement should be offset by the owner's provision of a benefit to the City of equal or greater value relative to the departure requested, as determined by the City. Equivalent value need not be measured monetarily and the proposed benefit need not be of the same type as the existing development standard requirement. For example, the benefit of a public open space dedication may be considered against the benefit

of a required street improvement. Future economic value to the City may be considered as a benefit.

(3) As applicable, the development agreement must specify the following:

(a) Project components which define and detail the permitted uses, residential densities (minimum and maximum), nonresidential densities and intensities or building sizes;

(b) Design standards such as architectural character/treatment, maximum heights, setbacks, landscaping, drainage and water quality requirements, road standards, and other development features;

(c) Parking;

(d) Provisions for affordable housing, if applicable;

(e) Parks and common open space preservation;

(f) Amount and payment of impact fees imposed or agreed to in accordance with any applicable provisions of state law, any reimbursement provisions, other financial contributions by the property owner, inspection fees or dedications;

(g) Mitigation measures, development conditions and other requirements of Chapter 43.21C RCW;

(h) Phasing;

(i) Build-out or vesting periods for applicable standards; and

(j) Other appropriate development requirements or procedures which are based upon a City policy, rule, regulation or standard.

(4) The development agreement shall also include the following:

(a) A preliminary site plan for the entire project, showing locations of critical areas and buffers, required

open spaces, perimeter buffers, property lines, easements, location and range of densities for residential development, and location and size of nonresidential development.

(b) Conceptual plans for open space, recreation, parking, landscaping, lighting and building design.

(5) A development agreement may obligate a party to dedicate land or easements, off-site improvements, or fund or provide services, infrastructure or other facilities.

(6) Subsequently adopted development standards which differ from those of an approved development agreement shall apply to the property subject to the development agreement only where necessary to address a serious threat to public health and safety. Subsequently adopted development standards which differ from those of an approved development agreement also shall apply following expiration of any phase or time period specified in the development agreement during which identified standards cannot be modified.

Sec. 7. Development standards, flexibility.

(1) A development agreement shall be consistent with applicable development regulations to the fullest extent possible; provided, a development agreement may allow development standards different from those otherwise imposed under the Des Moines Municipal Code in order to provide flexibility to achieve public benefits, respond to changing community needs, or encourage modifications that provide the functional equivalent or adequately achieve the purposes of otherwise applicable city standards. Any development standards approved pursuant to a development agreement that differ from those in this code shall not require any further zoning reclassification, variance from City standards or other City approval apart from development agreement approval. The development standards as approved through a development agreement shall apply to and govern the development and implementation of each covered site in lieu of any conflicting or different standards or requirements elsewhere in the Des Moines Municipal Code. Subsequently adopted standards that differ from those of a development agreement adopted by the City as provided in this chapter shall apply to the covered development project only where necessary to address imminent public health and safety hazards or where the development agreement specifies a time period or phase

after which certain identified standards can be modified. Determination of the appropriate standards for future phases which are not fully defined during the initial approval process may be postponed.

(2) A development agreement cannot authorize deviations from the following development standards:

(a) DMMC Title 14 - Buildings and Construction;

(b) Chapter 16.05 DMMC - SEPA, Chapter 16.10 DMMC - Environmentally Critical Areas, Chapter 16.15 DMMC - Flood Hazard Areas, and Chapter 16.20 DMMC - Shoreline Master Program;

(c) ~~Chapter DMMC Section~~ 11.08.060 ~~DMMC~~ - Surface water manuals

Sec. 8. Review process and fees.

(1) A duly noticed public hearing pursuant to RCW 36.70B.200 and recommendation on the development agreement shall be made to the City Council by the Planning Commission. The development agreement shall be subject to review and approval by the City Council based on the record of the Planning Commission hearing. The decision of the City Council to approve or reject a request for a development agreement shall be a discretionary, legislative act.

(2) The Department shall cause written public notice of the public hearing to be mailed to all owners of record of property located within 300 feet of the property that is the subject of the application.

(3) Fees for a development agreement review shall be as established by City schedule and collected at the time of the development agreement application.

Sec. 9. Specific Performance

The parties specifically agree that damages may not be an adequate remedy for breach of a Development Agreement, and that

the City is entitled to compel specific performance of all material terms of the Development Agreement by party in default hereof.

Sec. 10. Assignment

A Development Agreement shall be binding and inure to the benefit of the parties. The original party shall not assign its rights under the Development Agreement without written consent of the City. Any assignment of the Development Agreement will be at the sole discretion of the City.

Sec. 11. Termination

A Development Agreement shall expire and be of no further force and effect if the Developer does not construct the project as described in the Development Agreement, or submits applications for development of the project site that are inconsistent with the development agreement as determined in the City's sole reasonable discretion; or for a breach of the Development Agreement as determined in the City's sole reasonable discretion.

Sec. 129. Exercise of City police power and contract authority.

As provided in RCW 36.70B.170(4), the execution of a development agreement is a proper exercise of the City's police power and contract authority. Accordingly, a development agreement may obligate a party to fund or provide services, infrastructure, or other facilities. A development agreement shall reserve authority to impose new or different regulations to the extent required by a serious threat to public health and safety.

Sec. 1310. Form.

Development agreements shall be consistent with RCW 36.70B.170 through 36.70B.210. All development agreements shall be in form and content as approved by the City Attorney.

Sec. 1411. Enforceability.

The development agreement shall be binding on the parties and their successors. Unless amended or terminated by agreement of both parties to a development agreement, the agreement is

enforceable during its term by a party to the agreement. Except as provided in section 6(6).F. of this ordinance, a development agreement and the development standards in the agreement govern during the term of the agreement, or for all or that part of the build-out period specified in the agreement. The development agreement shall not be subject to an amendment to a development regulation or a new development regulation adopted after the effective date of the agreement, except as provided in section 6(6).F. of this ordinance. Applications for building permits and other permits subject to DMMC Title 14, Buildings and Construction, shall be considered under the provisions of DMMC Title 14 that are in effect at the time of submittal of a valid and fully complete application. Any land use decision issued by the City pertaining to the property subject to the development agreement after the execution of the development agreement must be consistent with the agreement.

Sec. 1512. Status, recording and amendment of development agreement.

(1) Development agreements are not "project permit applications" as defined in RCW 36.70B.020(4). Therefore, there is no deadline for processing a development agreement.

(2) The owner shall sign the development agreement before the public hearing on the development agreement. If a person or corporation has a "substantial beneficial interest in the property" as specifically described below, the owner shall submit to the City Manager with the request for development agreement a document stating that such person or corporation concurs in the request and will not object to, contest or appeal any terms and conditions of the approved development agreement. A person or corporation having a "substantial beneficial interest in the property" shall include easement holders, lessees with a lease of one year or more, and persons or corporations with a recorded deed of trust or mortgage on the real property subject to the development agreement. The City Manager shall have the authority to determine whether other persons or corporations with an interest in the real property subject to the development agreement have a "substantial beneficial interest in the property." Within 20 calendar days of receiving written notice that the City Manager has determined that other persons or corporations have a "substantial beneficial interest in the property," the owner shall

submit to the City Manager the document described above for each such person or corporation.

(3) The term of development agreements and extensions thereof shall be as follows:

(a) Development agreements may be approved for a maximum period of 20 years.

(b) In determining the appropriate term for a development agreement, the City Council should consider the type, size and location of development and phasing if proposed. The City Council may consider shorter terms with extensions.

(c) If extensions are authorized in a development agreement, the owner must request the extension at least 90 calendar days prior to expiration of the term or any extension. For development agreements associated with land use decisions, the City Manager may grant an extension for up to five years if the owner can satisfactorily show that, for a residential project, at least 50 percent of the residential units are constructed, or for nonresidential and mixed use projects, at least 50 percent of the gross floor area is constructed. All other requests for extensions shall be reviewed by the City Council, unless another process is expressly provided for in the development agreement.

(4) Following approval of a development agreement by the City Council, and execution of the same, the development agreement shall be recorded against the real property records with the King County recorder, at the applicant's expense and a copy provided to the City.

(5) Modifications of development agreements.

(a) The director may approve minor modifications to an existing development agreement. Minor modifications shall not:

(i) reduce landscaping, buffering, or open space areas;

(~~iii~~) reduce setback requirements;

(~~iviii~~) result in an increase in height of any structure;

(~~v~~) result in a change in ingress or egress;

(~~v~~) increase any adverse impacts or undesirable effects;

(~~vi~~) significantly alter the project.

(b) All other modifications shall follow the same procedural requirements of the development agreement unless another process is expressly provided for in the development agreement. If approving or modifying the development agreement, the City Council shall authorize the City Manager to execute the amendment on behalf of the City.

Sec. ~~1613~~. **Codification.** Sections 1 through ~~10—15~~ of this ordinance shall be codified as a new chapter in Title 18 DMMC entitled "Development Agreements."

Sec. ~~1714~~. **Severability - Construction.**

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

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

Sec. ~~1815~~. **Effective date.** This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2026 and signed in authentication thereof this ____ day of _____, 2026.

Ordinance No. ____
Page 10 of 10

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

**City Council
AGENDA ITEM**

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

SUBJECT: Consideration of the City's 2027 Legislative Agenda

ATTACHMENTS:

1. 2027 Des Moines Council Legislative Priorities

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is to finalize the City's Legislative Priorities for the 2027 session.

Motion: "I move to adopt the 2027 City of Des Moines Legislative Priorities."

Strategic Plan Priority

Financial Stability, Public Safety, Natural and Built Environment

Background

Council discussed the draft Legislative Priorities at its meeting on August 6. Two revisions were made to the public safety section as a result of that discussion: point-to-point cameras were added, and a new bullet addressing non-moving violations was included. A study was also added under the Airport section.

During the discussion, Council raised the possibility of substituting the 223rd Street project for the Cliff Avenue Connector as a funding request. No consensus was reached on that change, and the Cliff Avenue Connector remains in the draft. The substitution could still be made if Council wishes to direct it.

The remaining comments offered by Council members did not require changes to the wording of the document.

Council may suggest additional changes if other items have come to mind since the August 6 discussion. If no further changes are requested, a final version of the

Legislative Priorities could be brought forward for adoption on September 24.



2027 City of Des Moines City Council State Legislative Priorities

Airport Issues

- Support efforts to find, or reinstate, mitigation funding for the disproportionate impact that residents near Sea-Tac 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.

Funding

Expanding Local Government Revenue Tools. We seek new options to enhance local government financing, particularly unrestricted funds. Protect the Public Works Assistance Account. We support lifting the property tax cap and oppose unfunded State mandates.

Des Moines Project Funding Requests

Redondo Esplanade Safety Project: The Redondo waterfront is a destination location for residents far beyond Des Moines who come to use the newly opened fishing pier, access the waterfront and walk on the rebuilt boardwalk. The City needs assistance to plan for the replacement of the over 70-year-old bulkhead and designing an esplanade connecting to the boardwalk. When finished this project will dramatically increase safety and accessibility. **Capital Budget Request 30th LD:** \$600,000 for project planning.

Seawall Replacement: The existing southern portion of the marina seawall is failing and must be replaced. Completion of this project protects both upland and in-water assets from failure and damage, and enhances the recreational and public access along one of the few publicly accessible waterfronts between Tacoma and Seattle. **Capital Budget Request 33rd LD:** \$1 million for project planning.

Cliff Avenue Connector: Cliff Avenue needs safety improvements, particularly as more people are walking in the downtown and waterfront areas. Would raise pedestrian path above road and enhance ADA accessibility connecting to regional parks.

Transportation Budget Request (Non-Motorized) 33rd LD: \$600,000 for project planning.

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:

- Extending HB-2015 funding timelines and making funding more accessible
- Looking for more flexible councilmanic public safety funding options.
- Allowing more flexibility for cities to use fees from traffic cameras and expanding ability for cities to use noise & point-to-point cameras.
- Support non-moving violations for vehicles that obscure license plate recognition.

**City Council
AGENDA ITEM**

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

SUBJECT: Discussion on 223rd St. Pedestrian Project

ATTACHMENTS:

1. S. 223rd Street Project PowerPoint

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

September 17, 2026

CLEARANCES:

Public Works

Purpose and Recommendation

The purpose of this agenda item is to seek direction for the South 223rd Street Project, which was last brought before Council on August 13, 2026.

Strategic Plan Priority

Public Safety, Natural and Built Environment

Background

This project was initiated in December 2022, when Council approved a contract with KPG (now Psomas) to conduct a planning study. The study report was finalized in April 2024 and advanced the project to the ten percent preliminary design level. In September 2025, staff applied for a water quality grant from the Washington State Department of Ecology and were notified of selection in March 2026. On April 2, 2026, staff presented several capital improvement projects, including South 223rd Street and the Ecology grant. Council provided direction to decline the grant and indicated that there was no interest in pursuing the project at that time. On April 9, 2026, Council requested reconsideration of the grant and the project, and directed staff to present alternatives at a future meeting. Staff presented 3 alternatives on August 13, 2026 and confirmed the direction to decline the Ecology grant, which staff did on August 31, 2026.

Discussion

Staff presented three alternatives at the August 13, 2026 Council Meeting and requested direction on a preferred alternative at a future meeting. Council has requested that staff return to discuss Option #2 which involves adding sidewalks to complete ADA connections from Cliff Ave to 7th Ave S. No additional improvements are

proposed in this alternative.

S 223RD STREET PROJECT



Presented by: Michael P. Slevin III, PE
Public Works Director

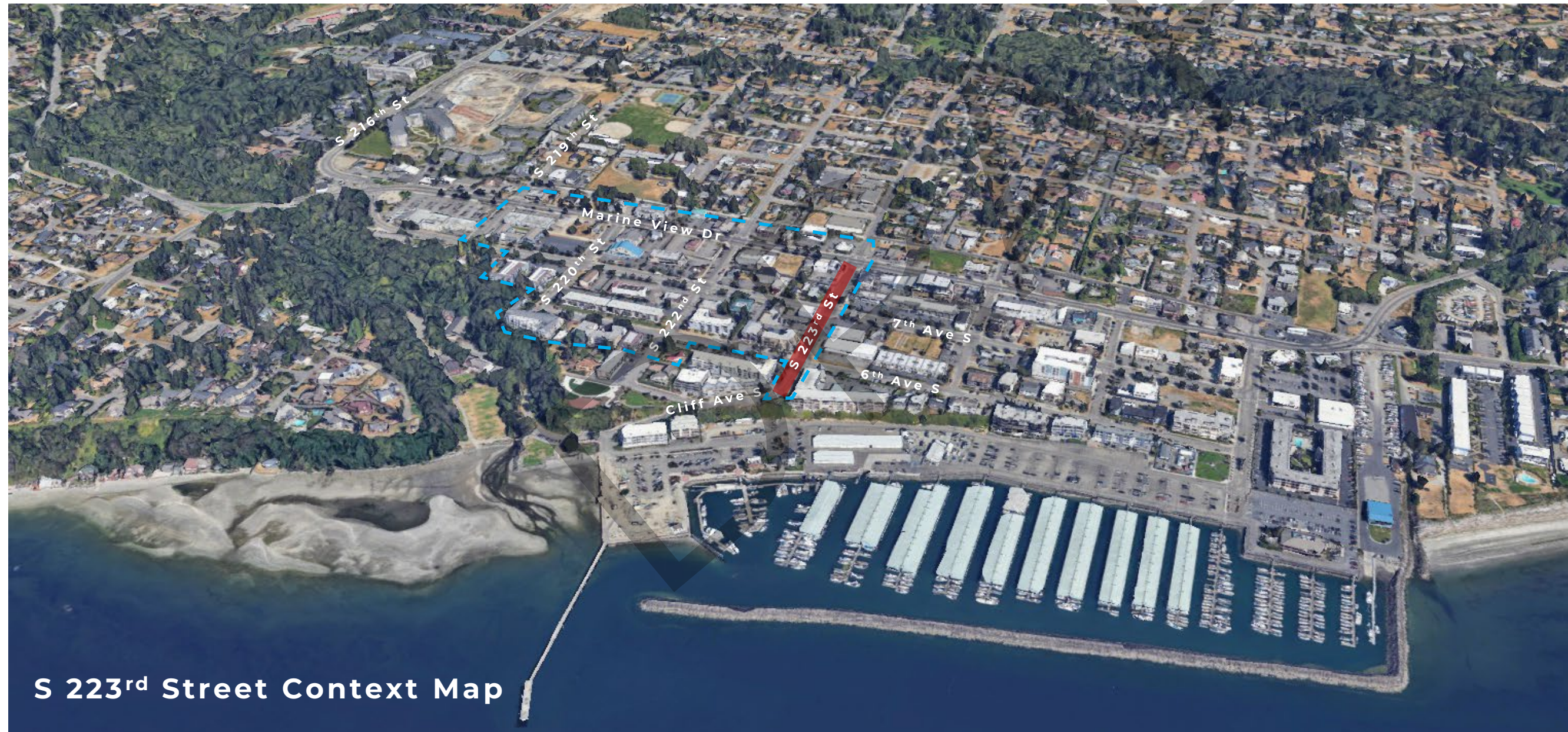
September 24, 2026

Project History

- **December 2022** – Council approves Planning Study Contract
- **December 2023** – Public Outreach / Online Survey + Website
- **April 2024** – Finalized Study Report / 10% Design
- **November 2024** – Study Report Presentation to Council
- **April 2, 2026** – Council provides direction to decline the water quality grant from Dept. of Ecology
- **April 9, 2026** – Council requests reconsideration of grant and project; requests staff bring alternatives to future agenda
- **August 13, 2026** – Alternatives presented to Council
- **August 31, 2026** – City Staff declines grant with Dept of Ecology
- **September 24, 2026** – Council revisits Alternatives Option 2 for sidewalks

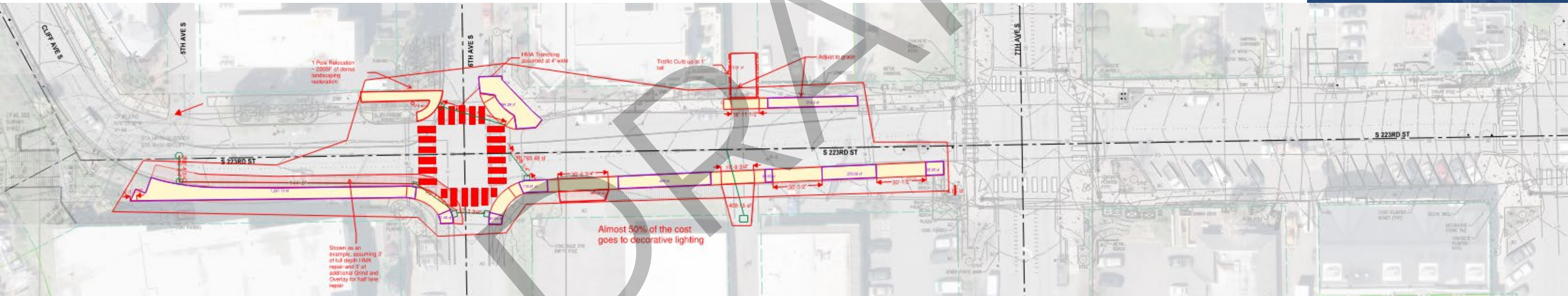
S 223rd Street Options

- ~~Option #1 – Keep the Status Quo – no project~~
- **Option #2** – Sidewalk improvements
- ~~Option #3 – Full corridor improvement project~~



Option #2 –Sidewalk improvements

- Completed **ADA sidewalk** connections from Cliff Ave to 7th Ave S
- No additional improvements (overhead utility lines remain, no landscaping or placemaking)



Option #2 –Sidewalk improvements

- Estimated cost: ~\$500,000*
- Possible funding sources: City General Fund, Transportation Benefit District (TBD), WSDOT grants

Option #2:
6th Ave S to Cliff



Option #2:
6th Ave S to 7th Ave S



*cost estimate includes design, construction, and construction management

Preferred Alternative Discussion

- **Option 2** – Improvements to sidewalk connections
 - *~\$500k: brings 223rd into ADA compliance (from 5th to 7th)*
 - *Limited grant applicability*
 - *Quicker to implement due to lower cost and less scope*

Questions & Discussion



**City Council
AGENDA ITEM**

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

SUBJECT: Discussion on a Multi-Family Tax Exemption Program

ATTACHMENTS:

1. WA Commerce Factsheet
2. MFTE Presentation

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is to review the Multifamily Tax Exemption (MFTE) program and to determine whether Council wishes to consider adopting the program again in Des Moines. No action is requested at this meeting. Staff is seeking Council's direction on whether to return with a draft ordinance for further consideration.

Strategic Plan Priority

Economic Vitality, Financial Stability

Background

The City of Des Moines first established a Multifamily Tax Exemption program on March 26, 2009, with the passage of Ordinance No. 1457, adopted under the authority of Chapter 84.14 RCW and codified at Chapter 3.96 of the Des Moines Municipal Code (DMMC). The ordinance designated Residential Targeted Areas in portions of the Marina District and along the Pacific Highway corridor, meaning that projects in those areas could apply for an exemption from property taxes on the value of qualifying residential improvements while continuing to pay taxes on the land and on any non-residential portion of the development.

The program was not repealed. It carried a sunset provision from the outset. Under DMMC 3.96.040(2), the exemption was available for a maximum of 3,000 residential units or for ten years following the approval date of Ordinance No. 1457, whichever occurred first. Because the unit threshold was not reached, the ten-year term controlled, and the program expired by its own terms on March 26, 2019. No further Council action was required or taken to end it.

As a result, the City has not had an active MFTE program for approximately seven years, and any renewed program would need to be established by new ordinance rather than reinstated.

About the Program:

The Multifamily Tax Exemption is a state-authorized incentive, established under Chapter 84.14 RCW, that allows cities to offer a temporary property tax exemption for qualifying multifamily housing projects in designated areas. The exemption applies only to the value of new residential improvements. Land and any non-residential portion of a development, such as the commercial space in a mixed-use building, remain fully taxable throughout the exemption period.

To offer the incentive, a city must first designate one or more Residential Targeted Areas. These are the geographic areas within which the exemption is available, and cities have wide latitude in drawing them. Jurisdictions commonly select downtowns, transit corridors, redevelopment zones, and areas where infrastructure investment is planned, but a city may designate an area as large as its entire jurisdiction if it chooses to do so. Within a designated area, the exemption is available for new construction or rehabilitation of multifamily housing containing four or more units.

State law authorizes three exemption terms, each serving a different purpose. The eight-year exemption carries no affordability requirement and is intended simply to stimulate market-rate housing production. The twelve-year exemption requires that a percentage of the units, commonly twenty percent, be affordable to low- and moderate-income households, which allows a city to secure income-restricted units without providing direct subsidy. The twenty-year exemption, authorized by the Legislature in 2021 through Senate Bill 5287, supports permanently affordable homeownership rather than rental housing. It requires that at least twenty-five percent of the units be built by or sold to a qualified nonprofit organization or local government that will assure permanent affordability, with those units sold to households earning no more than eighty percent of area median income. The remaining units may be rented or sold at market rates.

The program also has a closing window. Under state law, no new exemptions may be approved on or after January 1, 2032, and no extensions of existing exemptions may be granted on or after January 1, 2046. If the City intends to establish a program, projects would need to apply and be approved within that remaining period.

Participation carries ongoing administrative obligations. Annual reporting and verification are required for all units under the twelve-year and twenty-year exemptions, and under the eight-year exemption where a city has attached affordability requirements of its own. The Legislature has added to these obligations in recent years, including expanded annual reporting to the Washington State Department of Commerce on the affordable units produced.

The purpose of the tool, broadly, is to improve project feasibility in places where rents do not yet support the cost of new construction. Cities use it to encourage redevelopment of underutilized parcels, to support transit-oriented development, to

attract investment to emerging markets, and, in the twelve- and twenty-year forms, to secure affordable units without committing City funds.

Discussion

Considerations in favor of reinstating the program

Housing production and redevelopment. The exemption is intended to improve project feasibility where rents are approaching, but do not yet support, the cost of new construction. In Des Moines, it could apply to areas such as the Downtown and Marina District and the Pacific Highway corridor, where redevelopment potential exists but multifamily construction has been limited. Council has also expressed interest in increased density in these areas as a means of growing the tax base and strengthening the commercial economy in Des Moines.

Mixed-use and transit-oriented development. Jurisdictions across the region apply the exemption near transit stations and commercial centers. With regional transportation investments underway, the tool could help align private development with the City's planning goals.

Development incentive that requires no City expenditure. The exemption is delivered through the property tax system rather than through City funds, so it can be used to improve project feasibility without a capital contribution, loan, or fee waiver from the City. The twelve- and twenty-year terms also allow the City to attach income and affordability conditions to that incentive, securing public benefit from participating projects without a corresponding City outlay. Washington cities have relatively few economic development tools available to them, and this program is one of the few.

Regional consistency. Several neighboring cities offer the exemption. Whether its absence places Des Moines at a competitive disadvantage for multifamily investment is a question Council may wish to examine, and one that fiscal and market analysis could help answer.

Considerations against, and open questions

Tax shift. The exemption redistributes a portion of the property tax burden onto remaining taxpayers for the term of each exemption. This is discussed in the following section.

Questions regarding levy growth. Separate from the tax shift, it is not yet clear how exempt improvements are treated as new construction value under the levy limit in Chapter 84.55 RCW. Depending on that treatment, the City may or may not realize levy growth from a participating project during the exemption period. Staff would need to confirm this with the King County Assessor and the Finance Director, and the answer would be reflected in any fiscal modeling brought back to Council.

Administrative capacity. Any program carries ongoing administration. The City would review applications, issue conditional and final certificates, coordinate with the King

County Assessor, and report annually to the Washington State Department of Commerce. The level of effort depends on the exemption terms offered. The eight-year exemption carries no state affordability requirement, and a program limited to that term would involve the lighter administrative load. The twelve- and twenty-year terms require income and affordability verification for the life of the exemption, and recent legislation has expanded the reporting required of jurisdictions administering them. Council's direction on which terms to offer would therefore determine much of the administrative commitment.

Uncertain effect on development decisions. The exemption is most useful in emerging markets. In markets that are substantially weaker, the incentive may be insufficient to make a project feasible. In markets that are already strong, it may reduce taxes on projects that would have proceeded regardless. Whether an exemption produces units that would not otherwise have been built is difficult to establish, and it is the central open question in evaluating the tool.

The City's prior experience. Des Moines operated a program from 2009 until its expiration in 2019 without reaching the three-thousand-unit cap set in the original ordinance. How much the exemption was used during that decade is not currently documented, and staff would need to research the record before Council could judge whether a new program would perform differently, or what market or regulatory conditions would need to have changed.

Tax shift considerations

The exemption does not eliminate property taxes. It shifts them. Washington's property tax system is levy-based, meaning that each taxing district collects a set dollar amount rather than applying a fixed rate to assessed value. When a project receives an exemption, the value of its new residential improvements is recorded but not taxed for the eight-, twelve-, or twenty-year term. Because each district still collects its full levy, that value is effectively spread across the remaining tax base, and other property owners pay a proportionally larger share. The City, King County, fire districts, school districts, and other taxing jurisdictions continue to receive their full levy amounts throughout.

Cities weigh this tradeoff differently. Those that have adopted programs generally view the shift as modest for any individual taxpayer and temporary in duration, on the reasoning that the property returns to the full tax rolls at the end of the term, and that the improvements may not have been built at all without the incentive. Cities that have declined or narrowed their programs point to the difficulty of demonstrating that the development would not have occurred anyway, to the length of the commitment, and to the fact that the shift falls on existing residents, including those with fixed incomes, who receive no offsetting benefit. The weight of these considerations depends substantially on local market conditions and on the number of exemptions a city expects to grant. Fiscal modeling specific to Des Moines would give Council a firmer basis for judgment.

Regional comparison

Practice among nearby jurisdictions varies:

- **SeaTac** — Uses the exemption in its urban center and airport station area, where it has supported multiple mid-rise projects.
- **Kent** — Applies the exemption in downtown and transit-adjacent areas, in combination with zoning changes intended to encourage higher density and mixed-use redevelopment.
- **Burien** — Offers exemptions supporting both market-rate and affordable housing, with affordability requirements attached to its twelve-year exemption.
- **Federal Way** — Applies the exemption near its downtown and light rail station, with the stated aim of attracting higher-density multifamily projects.
- **Bremerton** — Adopted a program in 2016 and subsequently narrowed it, eliminating the twelve- and twenty-year exemptions and the twelve-year extension, and retaining the eight-year exemption.

Programs also differ in the affordability requirements each city imposes, which bears on the question of whether Des Moines would adopt requirements exceeding the state minimums.

Policy questions for Council

Staff seeks Council direction on the following questions:

- **Continued review.** Does Council wish to continue examining the Multifamily Tax Exemption as a potential tool for encouraging multifamily development downtown?
- **Exemption term.** Given the goals of revitalizing downtown and strengthening the Pacific Highway corridor, should staff focus on the eight-year exemption, which carries no state affordability requirement and applies to market-rate housing? The twelve-year exemption requires income-restricted units, and the twenty-year exemption is limited to projects that include permanently affordable homeownership units. Both would deliver fewer market-rate units per project and carry greater administrative obligations.
- **Geographic scope.** Should a Residential Targeted Area be concentrated in the Downtown and Marina District, where density would most directly support existing businesses, or extend more broadly to include the Pacific Highway corridor and other areas?
- **Conditions on participation.** Beyond the state minimums, should the City attach conditions aimed at its economic development goals, such as ground-floor commercial space, minimum densities, or unit mix? Council may also wish to consider whether to include the affordability component, and if so, at what level.

Next steps

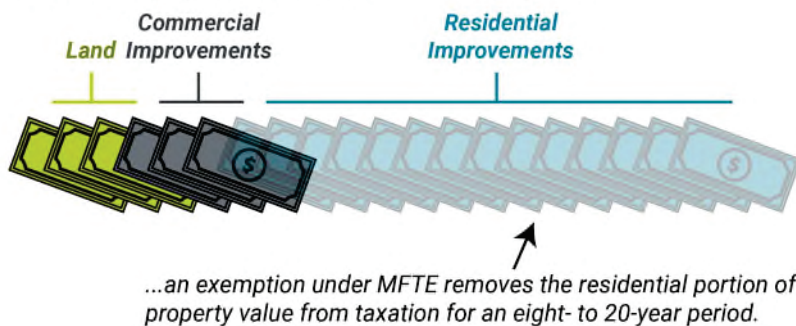
If Council wishes to continue reviewing the program, staff can return with a draft ordinance, proposed Residential Targeted Area maps, fiscal impact modeling that includes a tax shift analysis and any effect on levy growth, data on utilization under the City's prior program, a comparison matrix of regional programs, and options for affordability requirements and compliance monitoring. Staff can also engage developers, housing partners, and neighboring jurisdictions to gather additional input before returning to Council.

What is MFTE?

MFTE (Multifamily Housing Tax Exemption) programs are property tax waiver programs enacted by cities and counties to support local housing goals. Under [Chapter 84.14 RCW](#), local governments can give exemptions for new construction, conversion, and rehabilitation of multifamily residential improvements with at least four units.

Under these exemptions, a property owner does not have to pay property taxes on the **residential improvements** for a given number of years. The property owner still pays tax on the land and on non-residential improvements like the commercial portion of a mixed-use building.

For the annual property taxes collected on a development...



Advantages

- Cities and counties can give **financial incentives** to meet housing goals without the need for direct funding. This can support affordable housing but can also incentivize market-rate housing in a way that complies with state constitutional requirements.
- Requirements in state law can be **flexible** and let cities and counties **tailor programs to meet policies**. Some programs consider on-site improvements, building requirements, or mandates for services.
- MFTEs are **commonly used by developers** across Washington, who are often familiar with how they operate and how to use them with projects.



Who Uses MFTE?

More than 50 communities in Washington have active MFTE programs.

Over 61,000 new housing units have been constructed using this program. **Over 11,000 of those units were rent- and income-restricted affordable housing.**

Commerce provides support to local jurisdictions implementing, administering and making changes to their MFTE programs.

You can always find the latest information from Commerce at commerce.wa.gov/mfte.

Agency contact:

Katherine Mitchell
MFTE PROGRAM MANAGER

Growth Management Services
katherine.mitchell@commerce.wa.gov
Phone: 360-725-2651



We strengthen communities

Types of MFTE

MFTE programs are usually divided according to the length of the program:

For an **8-year** MFTE program, there are no requirements for affordable housing, although some cities provide their own requirements. Many communities use this to promote **market-rate housing construction** in neighborhoods where new housing investment is needed.

A **12-year** MFTE program must set aside at least 20% of housing units for **low- and moderate-income** households. Under the statute, household income is based on Area Median Income (AMI), with households with incomes at 80% of AMI or less considered “low income”, and households at 115% of AMI or lower “moderate income”. This MFTE is used for providing **affordable rental housing options**, including choices in market-rate private housing projects.

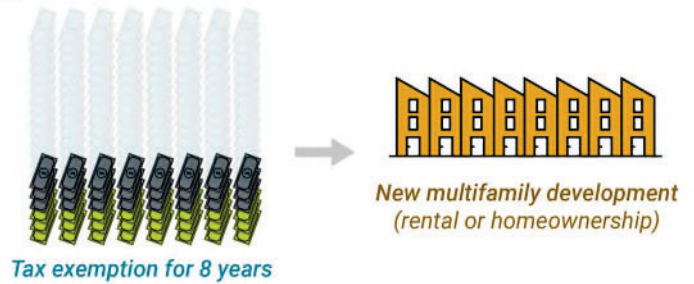
A **20-year** MFTE program requires that 25% of units be sold as permanent affordable housing for households at 80% AMI or below, with a nonprofit or government agency sponsoring the sale and restrictions in place for resale to ensure long-term affordability. This is a new option implemented in 2021 and is intended to be used to encourage **affordable housing homeownership**. There is an option for permanent affordable rentals (20% of units for 99 years at 80% AMI or less) but a deadline for passing this program restricts new programs.

Note that communities can also choose to impose higher affordability requirements and include other requirements for MFTE projects as well.

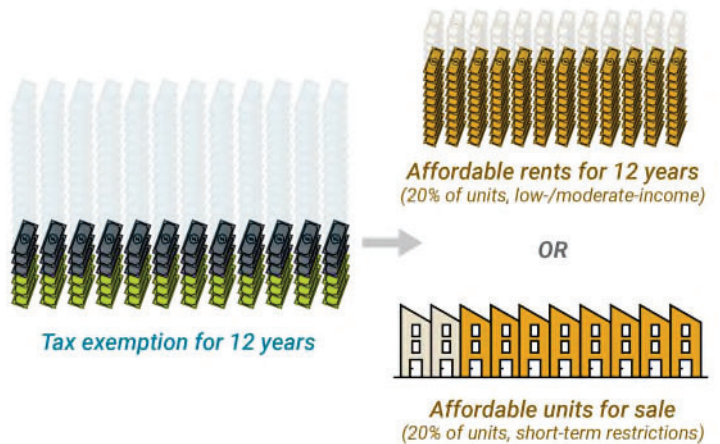
Considerations

- MFTEs can result in either a **loss of tax revenue** to the community, or a **tax shift** where other property owners will pay more in taxes.
- MFTE programs **require staff time** to conduct regular monitoring, oversight, and reporting.
- Regular updates can be necessary to make sure the program provides a **sufficient incentive to maximize public benefits**.

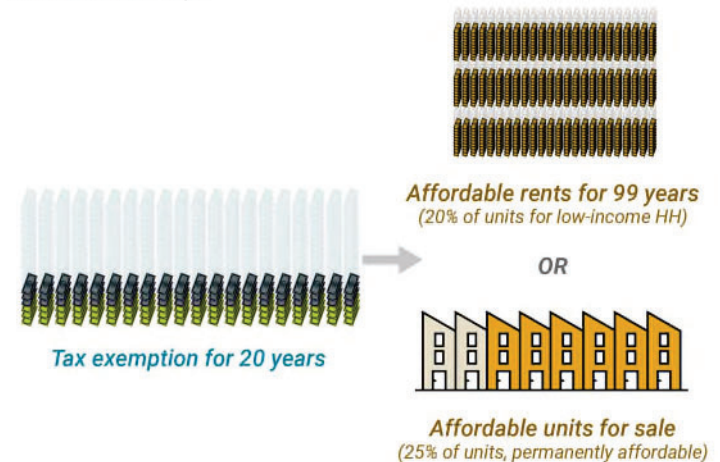
For an 8-year MFTE... tax exemptions are provided as a general incentive for new residential investment.



For a 12-year MFTE... tax exemptions are provided in exchange for at least 20% of units being set aside as affordable for 12 years (rentals or units for sale).



For a 20-year MFTE... tax exemptions are provided in exchange for permanently affordable rental housing / homeownership.





Multi-Family Tax Exemption Introduction

Des Moines City Council
24 September 2026
Hemstad Consulting, LLC
Presenter: Anthony Hemstad

Why is our Legislative Advocate presenting on MFTE?

- Hemstad Consulting does economic development work too
- Includes work with developers in several jurisdictions
- Very active with MFTE, helping cities, counties and developers to use program
- Deeply involved in most recent MFTE reform legislation (passed in 2025)
 - - pictured HB-1494 bill signing



What is MFTE?

- Public Private Partnership encouraging private sector investment to build more multifamily units and generating more affordable housing
- Property tax waiver programs enacted by cities and counties to support local housing goals. Incentivizes development of multifamily units (anything from four units upwards).
- Under Chapter 84.14 RCW, local governments can give exemptions for new construction, conversion, and rehabilitation of multifamily residential properties with at least four units
- Established in 1995, targeting infill development in largest cities. Expanded and made more flexible in recent years.
- MFTE's are successfully used by developers across Washington – **one of few local government incentives available to encourage housing**
- Des Moines adopted MFTE in 2009. Repealed it in 2017.



How MFTE Works

- Exempts owners from **ad valorem** property taxes for a set number of years (8, 12 or 20) for qualifying housing developments
 - Does not exempt property tax based on the underlying value of the land or any non-multifamily construction/improvements
- Only permitted for development within designated “residential targeted area”
- Can be new construction or rehabilitating existing structures.
- Impact fees and other taxes & mitigations remain



Who Uses MFTE?

- As of 2025
 - 60 communities in Washington State have MFTE programs. **Includes SW KingCo cities – SeaTac, Burien, Kent, Federal Way, Auburn, Renton & Tukwila.**
 - 71 projects built during 2025
- Results
 - 8,102 new housing units, including 1,530 rent-restricted units for low-income households in 2025
 - \$19.9 million total tax exemption for year
 - About 30% of all new multifamily projects built in 2024-25 in WA were MFTE

Source: Washington State Department of Commerce

Types of MFTE Eight-Year Program

- 8-year program
 - No requirements for affordable housing by state, although it can be required by local jurisdiction
 - Intended to encourage market-rate housing development in neighborhoods that lack sufficient housing to meet growth needs or looking to spur economic development



Types of MFTE 12-Year Program

- 12-year program
 - Must set aside at least 20% of housing units for low- and moderate-income households (based on Area Median Income) with households at 80% of low income and 115% at moderate income
 - Intended to encourage affordable rental housing options, including choices in market-rate private housing developments
 - Note – AMI for King County is high. About \$82K for one person & \$117K for family of four. Local jurisdictions can lower threshold below 80% to whatever level they want (that will still attract developers).



Types of MFTE 20-Year Program

- Requires 25% of units be sold as permanent affordable housing for households at 80% of AMI or below, with a nonprofit or government agency sponsoring the sale and with restrictions in place for resale ensuring long-term affordability
- New in 2021, this is intended to be used to encourage affordable homeownership

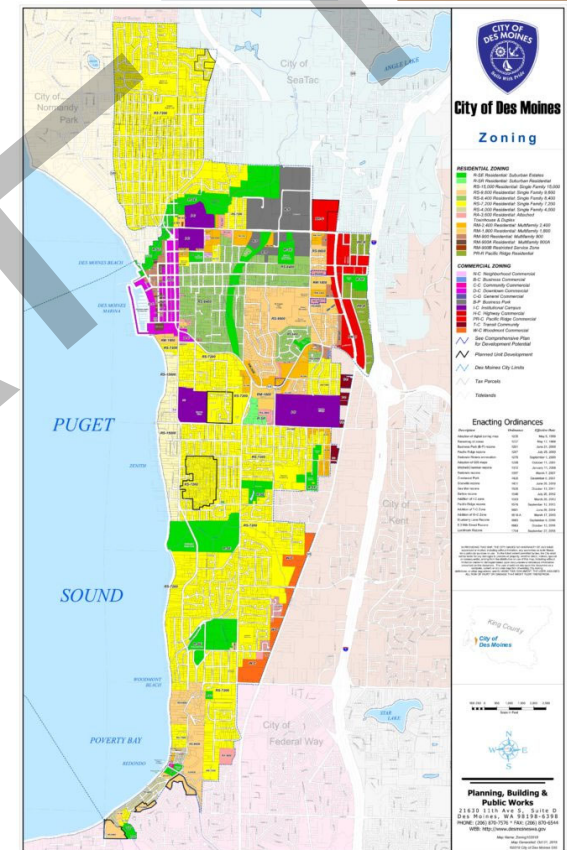


Residential Targeted Area

- Must be within an urban center as defined in RCW 84.14.010(17) and so designated by the Council.
- Must currently lack sufficient, desirable, convenient housing to meet the needs of public growth, as determined by the Council
- Buildable land within the City where qualifying housing developments may apply for an MFTE
- **Commerce gives local governments wide discretion on setting RTAs. Can be full city or just a small area.**

Localizing MFTE for Des Moines

- Cities can tailor their local MFTE program and set requirements beyond the State minimums
- May choose any or all of 8, 12 or 20-year programs.
- Some cities have added requirements for: prevailing wage, payroll records, apprenticeship programs, inclusionary contracting practices
- May include community qualifications: e.g., affordability requirements for 8-year programs, public benefit improvements
- May allow for 12-year extensions: affordability and relocation conditions required.



MFTE Revenue Implications

- Underlying tax on unimproved land continues to be collected
- All other taxes/fees collected + stimulus from new residents
- Tax shift – Des Moines and other taxing districts will receive same amount, but tax from the exempted properties shifted to other taxpayers

Example – MFTE Benefit

NewBuild -100 Unit Apartment Complex,
residential portion value \$25 million

\$250,000 Average taxable value of 1 new
apartment (not including land value)

Des Moines Property Tax Rate (total) \$8.65/1,000

Annual MFTE value per unit: **\$2,162.50**

Tax Exemption for full 100 units: \$216,250

Des Moines MFTE Tax Shift Impact



MFTE Advantages

- MFTE could help Des Moines economy by:
 - Spurring redevelopment of current single-story (or vacant) parcels
 - Adding to housing choice, more supply should help alleviate rent increases
 - Adds sales tax and development fees during construction
 - New residents add to Des Moines sales tax base, pay local utility taxes & other taxes.
 - Add to population figures so Des Moines per capita payments from State increase.
 - Project could be sold, generating REET for City
 - No hit to City's (or other local government's) finances due to tax shift.
-

MFTE Disadvantages

- Tax shift – can be controversial in some communities
- In the long run, some see multifamily developments as costing a city more in services than they generate in revenue.
- MFTE with affordable housing component requires City to put together annual report for Commerce. Takes some staff time & oversight.

Next Steps

- Council considers if it wants to move forward with adopting a new MFTE program
- If so, Council should consider potential RTAs and 8, 12 or 20 year variants plus what AMLs/incentives to target.

Questions & Comments

**City Council
AGENDA ITEM**

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

SUBJECT: Additional Sales Tax for Children and Family Services - 1st Reading

ATTACHMENTS:

1. Draft Ordinance No. 26-104
2. Children and Families Sales Tax PowerPoint

FOR AGENDA OF:

September 24, 2026

DEPT OF ORIGIN:

Legal

DATE SUBMITTED:

September 14, 2026

CLEARANCES:

Finance

Parks Recreation & Senior
Services

Purpose and Recommendation

The purpose of this item is to introduce on first reading Draft Ordinance no. 26-104, which would impose an additional .01% sales tax to provide funds that would be used to support children and family services.

Motion: "I move to pass Draft Ordinance 26-104 to a second reading on the next available regular Council meeting agenda."

Strategic Plan Priority

Engaged and Thriving Community; Financial Stability

Background

In recent years, the state legislature has recognized that Washington cities and counties are facing increasing pressure to provide services to the public with existing revenue sources, many of which are constrained by acts of the legislature. One form of relief offered by the legislature is Engrossed Substitute House Bill 2442, passed into law in the 2026 session. The bill includes a number of options for counties and cities to provide additional revenue, including an additional sales tax for the purpose of providing services to children and families with the goal of reducing long-term needs, making a difference in overall mental health, and reducing youth violence, drug use, and suicides.

Section 202 of ESHB 2442, codified at RCW 82.14.542, permits a city council to impose an additional 0.01% sales and use tax on taxable purchases within the city. The funds collected must be used solely for the purpose of providing additional services that assist children and their families, including: Child care; perinatal support services; before-school and after-school based youth services that address mental, social, behavioral, and physical health; workforce capacity building; shelter and rental assistance; and client transportation.

State law requires that a new sales tax or a change in tax rate be effective on one of three dates in a given year - January 1, April 1, or July 1. In order for the tax to become effective on one of those dates, statute requires that the Department of Revenue be given notice 75 days prior to that date.

Staff presented the proposed tax as a new revenue option at the September 12, 2026 Council budget workshop. Following the presentation and questions from Council, the Council expressed its desire that an ordinance be prepared, and that the item be prioritized so that Council would have the ability to enact the tax with effective date of January 1, 2027, if they desired.

Discussion

The kinds of services that this tax could fund are among the most popular and well thought of services the City provides. At the same time, these services are often put in jeopardy when City revenue is lacking. The tax would create a steady, restricted stream of income specifically for these services.

The total sales tax rate within the City, including state, county, and City taxes is currently 10.40%. The City's portion of that tax is 0.95%, including the additional sales tax for public safety adopted by the City Council in 2025. This means that for every \$100 in taxable sales in the City, the City collects 95 cents in sales tax. If adopted, the total tax rate would raise to 10.41%, and every for \$100 in taxable sales there would be a one cent increase in tax. Based on recent history, staff projects that approximately \$41,000 will be collected to support children and family programs.

Alternatives

The Council may:

1. Pass the Draft Ordinance as presented to a future meeting
2. Pass the Draft Ordinance with changes to a future meeting
3. Suspend Rule 8.06(K)(3)(a) and enact the Draft Ordinance on first reading
4. Decline to take action on the Draft Ordinance

Financial Impact

Staff estimates that imposing this tax would provide approximately \$41,000 in new revenue that is restricted to funding services for children and families.

Recommendation

Staff recommends passing Draft Ordinance 26-104 to a second reading on the next regular City Council meeting agenda.

CITY COUNCIL'S FIRST DRAFT 09/14/2026

DRAFT ORDINANCE NO. 26-104

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to finance, imposing a sales and use tax for additional services assisting children and their families as authorized by RCW 82.14.542, fixing the rate of the tax, defining the permissible uses of the proceeds of the tax, and adding and codifying a new chapter to Title 3 DMMC entitled "Additional Sales and Use Tax for additional services assisting children and their families."

WHEREAS, the Washington State Legislature enacted Engrossed Substitute House Bill (ESHB) 2442 in the 2026 Regular Session, and

WHEREAS, in ESHB 2442 The legislature found that providing additional services at the local level to get ahead of challenges that many individuals face, particularly children, in order to thrive is important for the success of the citizens of Washington, and

WHEREAS, the legislature further found that there are many services that are not addressed through current funding options, including Medicaid and county behavioral health programs and that existing service gaps include crisis stabilization, children mental health therapies, prevention and early interventions, behavioral health modalities, and culturally appropriate models for smaller community-based organizations.

WHEREAS, the legislature further found that reaching children and their families early is one of the best ways to reduce long-term needs and make a difference in overall mental health status as well as reducing youth violence, drug use, and suicides, and

WHEREAS, Section 202 of ESHB 2442, codified at RCW 82.14.542, permits cities and counties to enact a 0.01% sales and use tax, the proceeds of which can be used for providing additional services that assist children and their families, including: child care; perinatal support services; before-school and after-school based youth services that address mental, social, behavioral, and physical health; workforce capacity building; shelter and rental assistance; and client transportation, and

WHEREAS, the City Council finds that implementation of a sales tax for additional services assisting children and their

families is necessary and appropriate to protect public health, welfare, and the environment; now therefore,

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

Sec. 1. Findings. The City Council adopts all of the "whereas" sections of this Ordinance as findings to support this Ordinance.

Sec. 2. Imposition. Beginning January 1, 2027, there is imposed a sales or use tax, as the case may be as authorized by RCW 82.14.542, upon every taxable event, as defined in RCW 82.14.020, occurring within the city. The tax shall be imposed upon and collected from those persons from whom the state sales tax or use tax is collected pursuant to chapters 82.08 and 82.12 RCW. The tax shall be in addition to any other taxes imposed or levied under any existing law or ordinance.

Sec. 3. Rate. The rate of tax imposed by section 2 of this ordinance shall be one hundredth of one percent (0.01%) of the selling price in the case of a sales tax, or value of the article used, in the case of a use tax.

Sec. 4. Use of tax monies received. When required by RCW 82.14.542(2), moneys received from the sales and use tax imposed by section 1 of this ordinance shall be used only for the purposes provided in RCW 82.14.542(2).

Sec. 5. Administration - Collection. The administration and collection of the tax imposed by this chapter shall be in accordance with the provisions of RCW 82.14.540.

Sec. 6. Contract with Department of Revenue. The City Manager or the City Manager's designee is authorized to enter into a contract with the Department of Revenue for the administration of this tax.

Sec. 7. Codification. Sections 2 through 6 of this ordinance shall be codified as a new chapter in Title 3 DMMC entitled "*Additional Sales and Use Tax for additional services assisting children and their families.*"

Sec. 8. Severability - Construction.

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

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

Sec. 9. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2026 and signed in authentication thereof this ____ day of _____, 2026.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

Effective Date:

Draft Ordinance 26-104 Additional Sales Tax for Children and Family Services



Background

Legislature passes ESHB 2442 in 2026 to provide cities and counties additional revenue options

Section 202 of the bill (RCW 82.14.542) permits additional sales tax of .01% to support children and family services

Funds restricted to providing services that assist children and their families including:

- Child care
- Perinatal support services
- Before-school and after-school based youth services
- Workforce capacity building
- Shelter and rental assistance
- Client transportation

Proposed uses at the City include Parks and Recreation services and youth programming (e.g., Camp Khaos)

Financial Impact

Sales tax rate increases from 10.40% to 10.41%

- One cent per \$100 in sales

Annual proceeds estimated at \$41,000

Department of Revenue will collect tax

DOR has certain start dates and notice deadlines for each date per RCW 82.14.055

Effective date

January 1, 2027

April 1, 2027

July 1, 2027

Deadline for notice

October 16, 2026

January 15, 2026

April 16, 2026

Suggested Motion

“I move to pass Draft Ordinance 26-104 to a second reading at the October 1, 2026 regular Council meeting.”

