



AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, June 25, 2026 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

REGIONAL COMMITTEE REPORT

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. **Recognition of Sergeant Eddie Ochart for 25 Years of Service - 5 Minutes**
Staff Presentation:
Ted Boe, Police Chief
- Item 2. **2025 4th Quarter Financial Report - 10 Minutes**
Staff Presentation:
Jeff Friend, Finance Director
- Item 3. **2026 1st Quarter Financial Report - 15 Minutes**
Staff Presentation:
Jeff Friend, Finance Director
- Item 4. **Strategic Plan Implementation Update: Economic Vitality - 25 Minutes**
Staff Presentation:
Katherine Caffrey, City Manager
Rebecca Deming, Community Development Director
- Item 5. **Proposed Letter to Port of Seattle Commissioners - 5 Minutes Staff**
Presentation:
Katherine Caffrey, City Manager

CONSENT AGENDA

Item 1. **Approval of Vouchers**

"I move to approve the payment vouchers through June 10, 2026, and payroll transfers through June 5, 2026, in the attached list and further described as follows:"

EFT Vendor Payments	#13720 - #13790	\$ 1,468,346.03
Wires	#3346 - #3360	\$ 1,336,931.55
Accounts Payable Checks	#167541 - #167548	\$ 111,654.24
Voided Checks	#167298	(\$ 70.14)
Payroll Checks	#20072 - #20073	\$ 1,278.58
Payroll Advice	#17747 - #17909	\$ 522,947.07

Total Checks and Wires for A/P & Payroll: \$ 3,441,457.47

Item 2. **NFC Northwest Telecommunications Franchise Agreement - First Reading**

Motion: "I move to pass Draft Ordinance No. 26-055 regarding a telecommunications Franchise Agreement with NFC Northwest, LLC, to a second reading on July 9, 2026."

Item 3. **2026 Stormwater CMP Replacement Project**

Motion: "I move to approve the Public Works Contract with Insituform Technologies for the 2026 Stormwater CMP Replacement Project, in the amount of \$256,385.00, authorize a project construction contingency in the amount of \$25,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Item 4. **WSDOT SR 509 Right-of-Way Transfer**

Motion: "I move to accept the Quitclaim Deed from the Washington State Department of Transportation, transferring approximately 1.87 acres of land to the City at no cost to be used exclusively for roadway purposes and further authorize the City Manager to sign the Quitclaim Deed on behalf of the City of Des Moines."

Item 5. **Approval of the City's Strategic Plan**

Motion: "I move to approve the City's Strategic Plan Charting Our Course to guide the City's priorities and goals."

Item 6. **Lodging Tax Advisory Committee Appointment**

Motion: "I move to confirm the Mayoral appointment of Richard Spicer to the Lodging Tax Advisory Committee effective immediately."

UNFINISHED BUSINESS

Item 1. **Speed Camera Ordinance - First Reading - 15 Minutes**

Staff Presentation:

Motion: "I move to pass Draft Ordinance No. 26-049 to a second reading on the next available regular Council meeting agenda."

NEW BUSINESS

Item 1. **New Agenda Items for Consideration - 10 Minutes**

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

July 09, 2026 City Council Regular Meeting

ADJOURNMENT

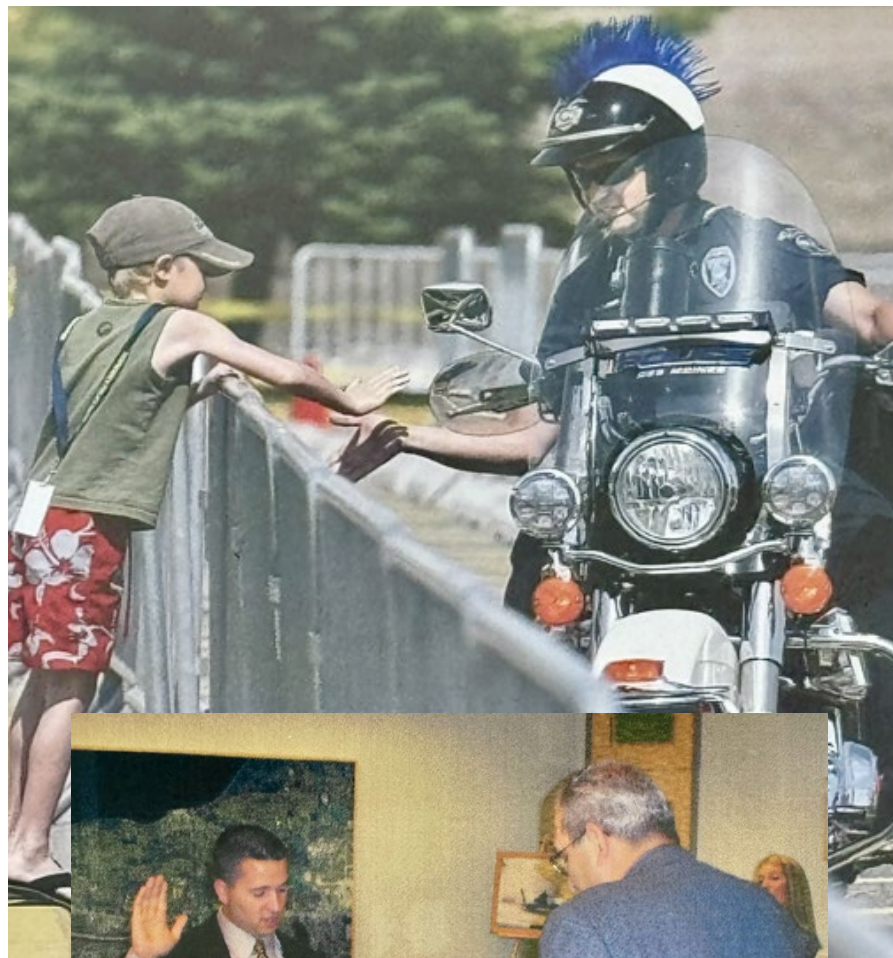
Members of the public who wish to provide comment during the meeting via Zoom must register in advance. To register, please email cityclerk@desmoineswa.gov by 12:00 p.m. (noon) on the Wednesday before the meeting.

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 Items](#)

EDDIE OCHART
SERGEANT
25 YEARS OF SERVICE







**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2025 4th Quarter Financial Report

ATTACHMENTS:

1. 2025 4th Quarter Financial Report
2. Q4 2025 Financial Report PowerPoint Presentation

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

06/15/2026

CLEARANCES:

Finance

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council with the final Fourth Quarter 2025 Financial Report, including year-end financial results and notable updates since presentation of the preliminary Fourth Quarter Report on April 23, 2026.

Final 2025 4th Quarter Financial Report

This report provides a snapshot of the City of Des Moines' financial performance for the year ending December 31, 2025. A preliminary 2025 4th Quarter Financial Report was presented to the City Council on April 23, 2025.

Notable Updates Since the Preliminary Report

General Fund

- **Property Tax:** The increase in uncollected property taxes associated with the 2025 levy is primarily attributable to a tax assessment dispute involving Wesley Homes. Prior to 2025, Wesley Homes was fully exempt from property taxes. In 2025, the State determined that portions of the new Wesley Homes campus were not eligible for the full exemption, resulting in a partial taxable assessment. Wesley Homes is currently reviewing and appealing this determination with the State and has not paid the disputed taxes pending resolution of the matter. Until the matter is resolved, future property tax revenue forecasts will assume that the disputed taxes may not be collected.
- **Operating Income/Loss:** In the Preliminary 4th Quarter Financial Report, the General Fund was projected to end 2025 with an operating loss of \$45,891. Following the completion of year-end closing entries and final adjustments, the General Fund reported operating income of \$109,847. As a result, the General Fund ended the year in a stronger financial position than reflected in the preliminary report.
- **One-Time Tax:** A review of sales tax and B&O tax revenues resulted in the reclassification of \$162,706 of sales tax and approximately \$7,000 of B&O tax from regular revenue to one-time revenue. As a result, the City now has a clearer understanding of the revenues generated from ongoing operations versus one-time activity.
- **Public Defender Costs:** In 2025, the City incurred \$223,000 in public defense costs, which was \$63,000 above budget and \$83,000 higher than the prior year. The increase is attributable to the City's efforts to comply with recent Washington Supreme Court requirements and standards regarding public defense services and attorney caseloads, which have increased the cost of providing constitutionally required legal representation. Staff will continue to monitor public defense expenditures and evaluate the need for future budget adjustments.
- **Ending Cash Balance:** The General Fund ended 2025 with a cash balance of \$2,966,581, an increase of \$86,765 compared to the prior year. The year-end cash balance represents 11.6% of recurring operating expenditures, remaining below the City's 16.67% operating reserve target.
- **Ending Fund Balance:** While the year-end cash balance reflects available liquidity, the General Fund's ending fund balance provides a broader measure of financial position by incorporating receivables, liabilities, and other accrual-based adjustments. At December 31, 2025, the General Fund reported an ending fund balance of \$4,842,789, of which \$4,590,059 was unrestricted. This unrestricted balance represents 17.8% of recurring operating expenditures and exceeds the City's policy target of 16.67%.

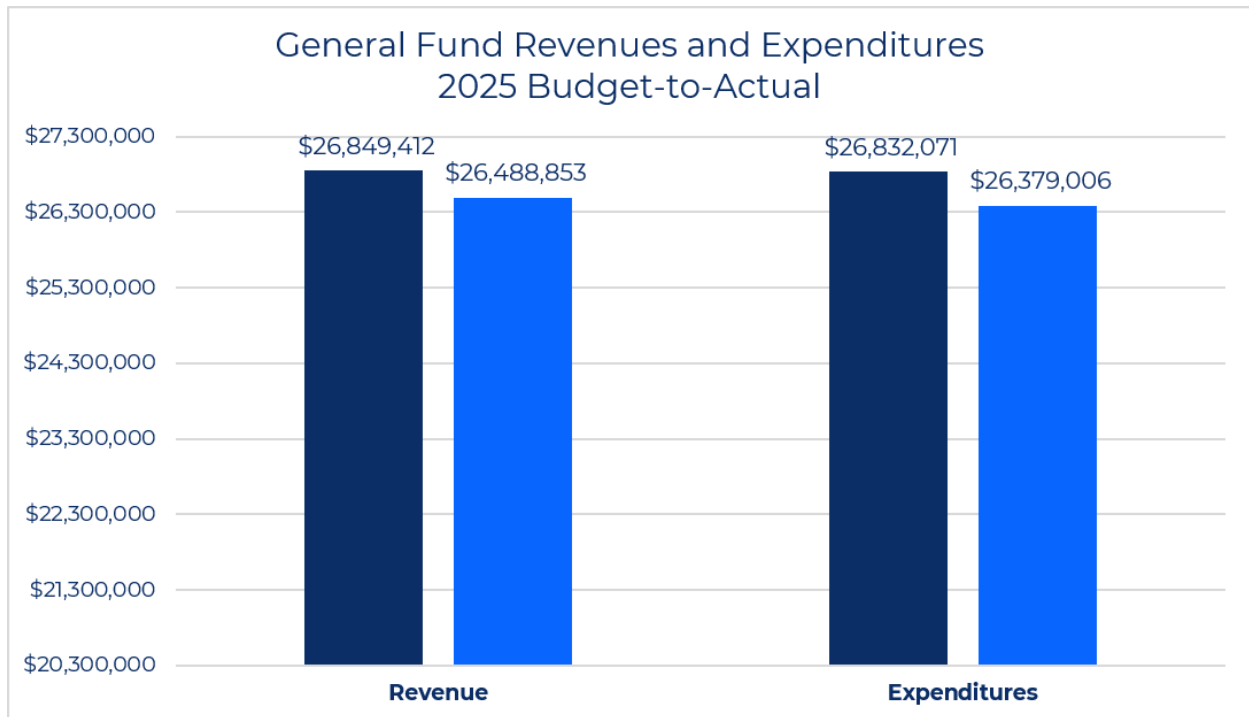


GENERAL FUND

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

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

At year-end 2025, the General Fund received \$26,488,853 in revenue, coming in 1.3% below the adopted budget of \$26,849,412. 2025 expenditures totaled \$26,379,006, or 1.7% below the annual budget of \$26,832,071. Operating Income was \$109,847.





General Fund Ending Balances

Pursuant to DMMC 3.08.010, the City Manager is directed to establish expenditure policies that maintain a General Fund unrestricted ending balance, or operating reserve, of no less than two months (16.67%) of recurring operating expenditures. The 16.67% threshold represents approximately two months of operating costs and is intended to provide sufficient reserves to manage cash flow fluctuations, respond to unforeseen expenditures, and maintain financial stability during economic downturns. The policy further provides that the General Fund unrestricted ending balance may not fall below this threshold without authorization from the City Council.

The Operating Reserve is a cash-based measure that reflects the funds available to meet current operating needs and cash flow requirements. The Unrestricted Ending Fund Balance is reported on the accrual basis of accounting and includes assets and liabilities that may not yet have affected cash. As a result, the two measures will differ, but together they provide a more complete picture of the General Fund's financial position.

Operating Reserve

At year-end, the General Fund cash balance represented 11.6% of recurring operating expenditures, which is below the City's established reserve target. Under cash basis accounting, recurring operating expenditures were \$25,518,228.

BEGINNING CASH	\$ 2,879,816	
Prior Period Adj	(10,672)	
Operating Income	109,847	
Deposits	(10,164)	
Retainage	(2,245)	
ENDING CASH	\$ 2,966,581	11.6%
<i>16.67% Minimum Operating Reserve</i>	<u>4,253,889</u>	

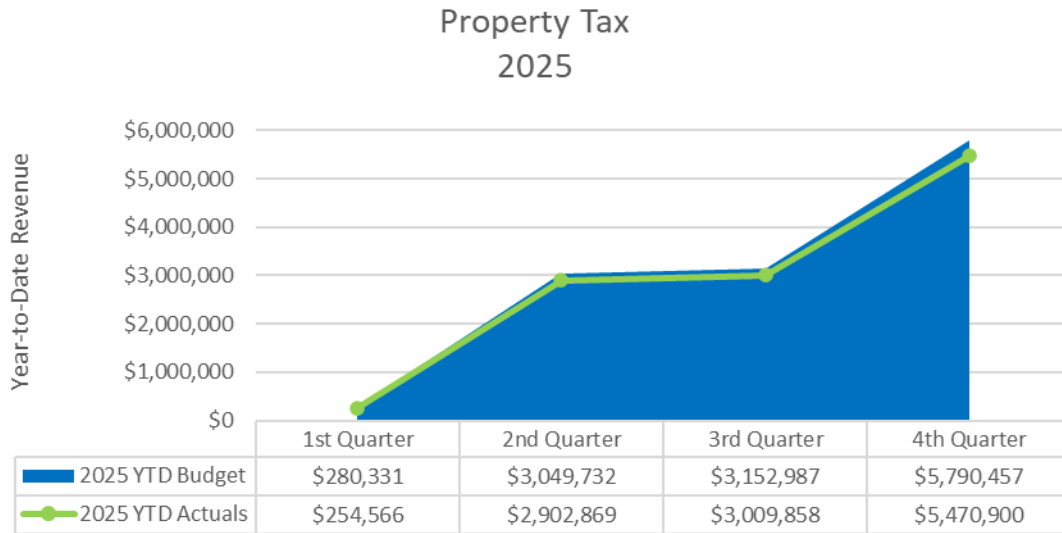
Unrestricted Ending Fund Balance

At year-end, the City's ending unrestricted fund balance under accrual accounting was 17.8% of recurring operating expenditures, which is above the City's established fund balance target. Under accrual accounting, recurring operating expenditures were \$25,774,169.

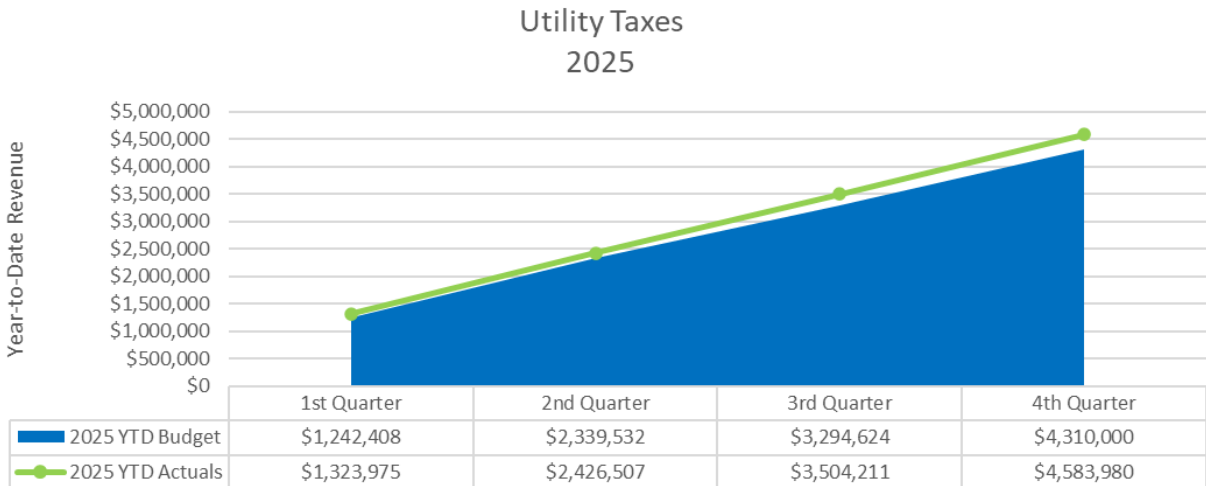
Ending Total Fund Balance	\$ 4,842,790	
Restricted Fund Balance	(252,731)	
Ending Unrestricted Fund Balance	\$ 4,590,059	17.8%
<i>16.67% Minimum Unrestricted Fund Balance</i>	<u>4,296,554</u>	

Revenue

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



Utility Taxes collected in 2025 were \$4,583,980, which is \$273,980 (6.36%) greater than budget. The City collects utility tax on the usage of electricity, natural gas, solid waste disposal, cable TV, telephone, and surface water. The City continues to see an increase in utility tax collections over past years. The adopted budget for Utility Tax revenue for 2025 was \$4,310,000.

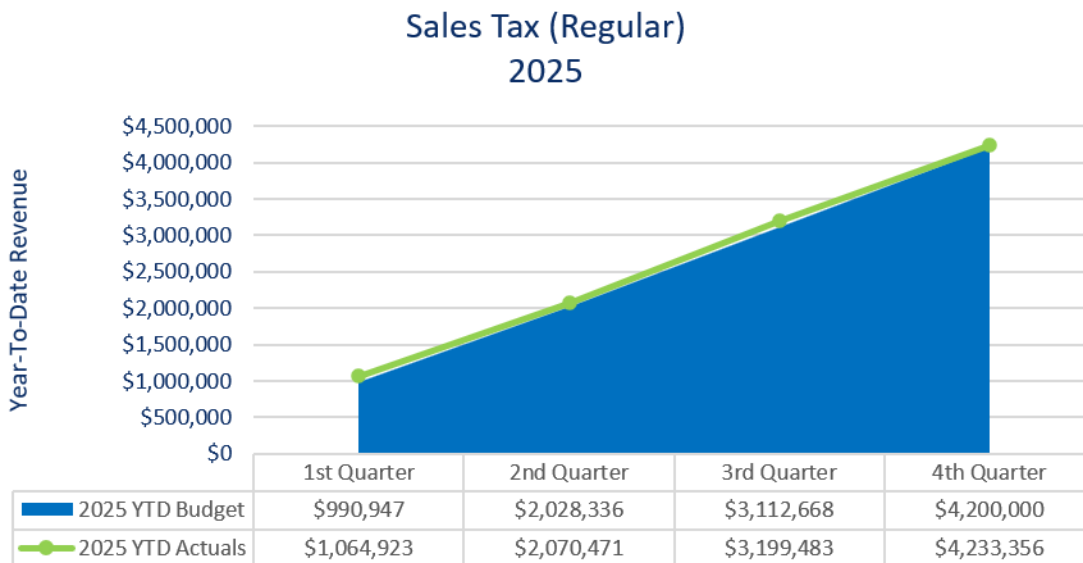


The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

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

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

Sales and Use Tax (Regular) collection increased \$411,656 (10.3%) over the prior year. At year-end, the City collected \$4,233,356 in sales tax, which was \$33,356 (0.79%) over budgeted expectations. “Regular” Sales and Use Tax excludes the sales and use tax generated by construction projects that are valued at \$15 million or more. The adopted budget for regular Sales Tax revenue for 2025 is \$4,200,000.

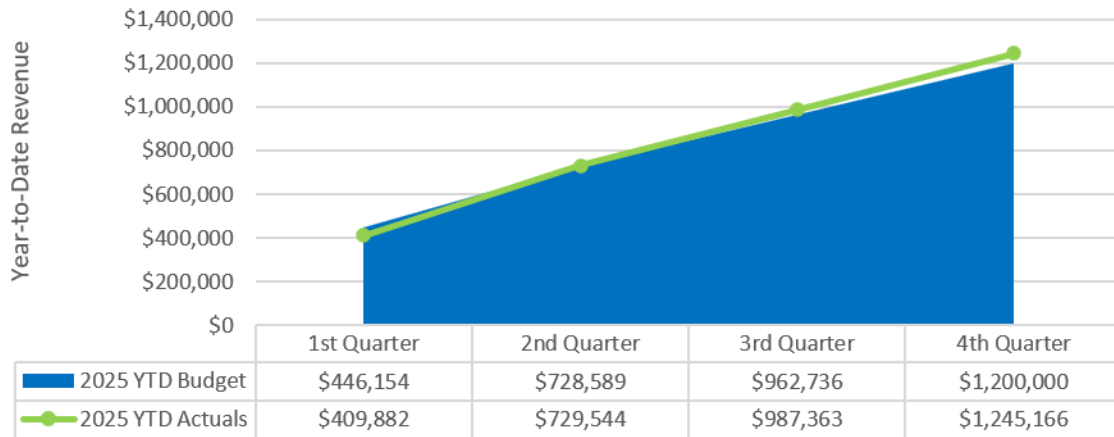


The City receives **One-Time Sales and Use Tax** from construction projects with permit valuations of \$15 million or more. In 2025, the City collected \$195,696 in One-Time Sales Tax revenue, achieving 97.8% of the annual budget of \$200,000.

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

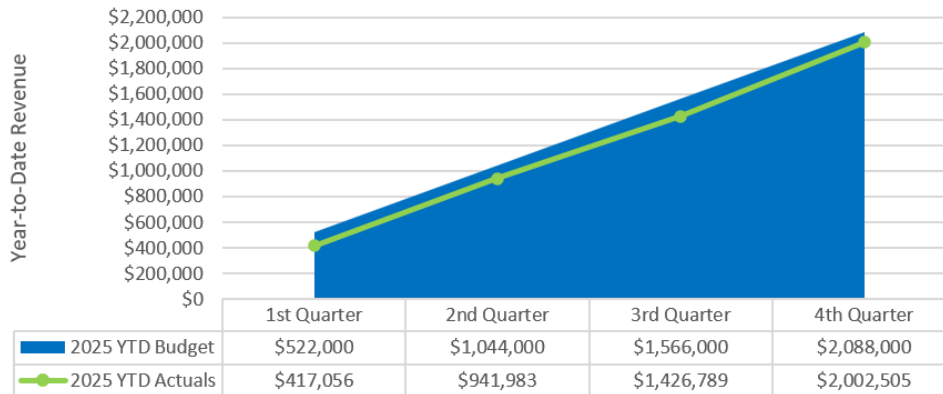
The City received \$1,252,189 in **Business and Occupation Tax** in 2025. This amount was \$45,166 (3.8%) more than budget. Collections of B&O Tax were also \$45,893 (3.8%) more than the prior year. The B&O Tax revenue budget for 2025 was \$1,200,000.

B&O Tax (Regular) 2025



Franchise Fees help the City recoup the cost of allowing a utility to use its public space. In 2025, the City collected \$2,002,505 in franchise fees, which was \$85,495 (4.0%) less than the year-to-date budget. The adopted budget for Franchise Fee revenue for 2025 was \$2,088,000.

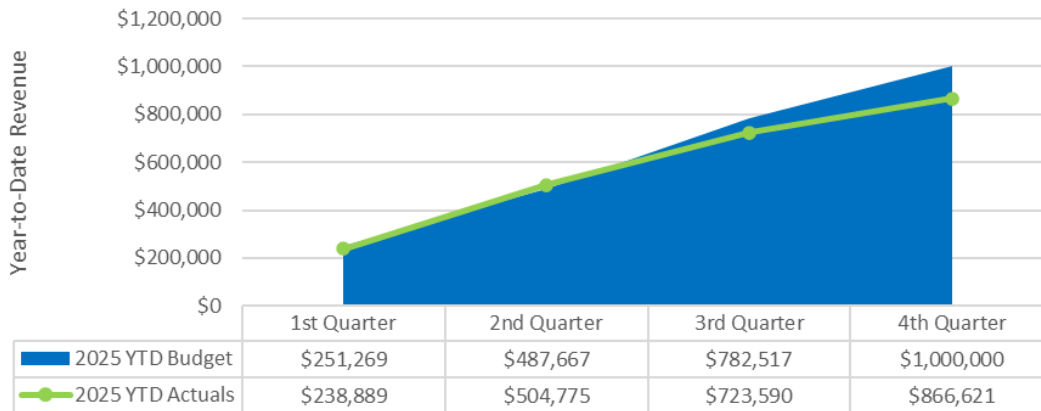
Franchise Fees 2025



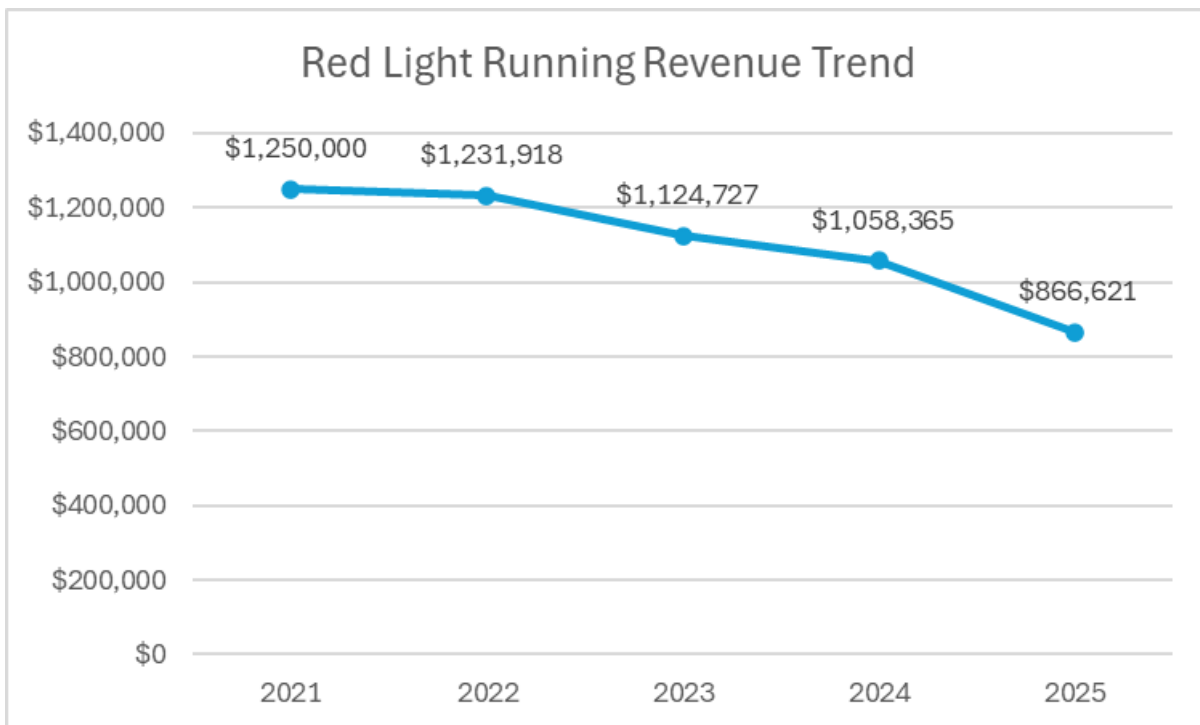


Red Light Running Infractions is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. In 2025, the City collected \$866,621 in red light running fee revenue, which was \$191,744 (18.1%) less than the prior year and \$133,379 (13.3%) less than budget. This amount follows the trend of safer driving resulting in reduced revenues. The 2025 adopted budget for Red Light Running revenue was \$1.1 million.

Red Light Running Infractions
2025



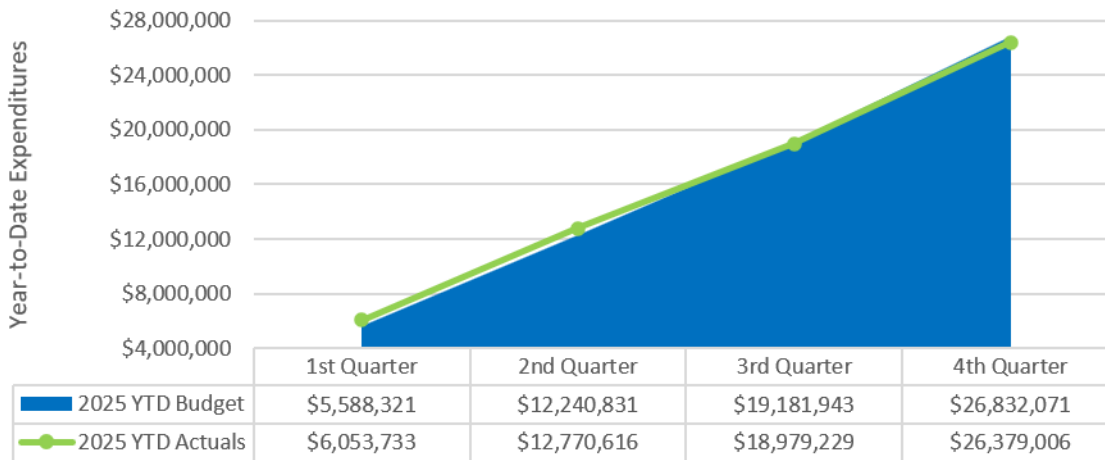
Red Light Running Revenue Trend



Expenditures

General Fund expenditures were \$26,389,578, which was \$442,393 (1.7%) less than budget. The 2025 budget for General Fund Expenditures was \$26,832,071.

General Fund Expenditures
2025



General Fund Summary of Uses Year to Date through September	2024	2025		2025 Actuals	2025 vs 2024		2025 vs. Budget	
	Actual	Original Budget	Amended Budget		\$	%	\$	%
Personnel	18,579,181	16,791,999	17,302,610	17,084,323	(1,494,858)	-8.0%	(218,287)	-1.3%
Supplies	792,195	588,255	665,265	717,847	(74,349)	-9.4%	52,582	7.3%
Services	6,177,138	6,020,345	6,120,745	5,835,465	(341,674)	-5.5%	(285,280)	-4.9%
Internal Services	1,247,751	2,713,376	2,713,376	2,713,374	1,465,623	117.5%	(2)	0.0%
Capital	60,565	-	-	-	(60,565)	-100.0%	0	0.0%
Transfers Out	326,600	-	30,075	27,998	(298,602)	-91.4%	(2,077)	-7.4%
Total Expenditures	27,183,431	26,113,975	26,832,071	26,379,006	(804,425)	-3.0%	(453,065)	-1.7%

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. In 2025, personnel costs were \$1,494,858 (8.0%) lower than the prior year and \$218,287 (1.3%) less than budget.

Supplies: Expenditures for Supplies were \$52,582 (7.3%) more than budget in 2025 and \$74,349 (9.4%) less than the prior year. The variance was primarily due to the purchase of software that was budgeted in the Computer Replacement Fund but was required to be recorded in the General Fund.

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



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

General Fund Details

General Fund Summary of Sources and Uses	2025			2025 Budget vs Actual	
	Adopted Budget	Amended Budget	Actuals	Amount	Percentage
Recurring Revenues					
Taxes	\$ 20,343,457	\$ 19,753,457	\$ 19,343,140	\$ (410,317)	-2%
Licenses and Permits	425,500	425,500	432,054	6,554	2%
Intergovernmental (Grants, etc.)	910,519	910,519	1,113,623	203,104	22%
Fees/Charges/Fines	1,897,100	1,797,100	1,593,371	(203,729)	-11%
Other	2,747,758	2,210,758	2,067,995	(142,763)	-6%
Total Recurring Revenue	\$ 26,324,334	\$ 25,097,334	\$ 24,550,182	\$ (547,152)	-2.2%
Nonrecurring Revenues					
Sound Transit	154,868	154,868	176,800	21,932	14%
Body Cam Refresh	-	77,010	77,010	(0)	0%
Sales Tax (One-Time)	200,000	40,000	195,696	155,696	389%
B&O Tax (One-Time)	75,000	15,000	15,006	6	0%
Sale of Tract C to Port of Seattle	-	690,000	689,120	(880)	0%
Street Vacation Revenue from Sound Transit	-	775,200	775,200	-	0%
Insurance Recoveries	-	-	9,839	9,839	-
Total Nonrecurring Revenues	\$ 429,868	\$ 1,752,078	\$ 1,938,671	\$ 186,593	10.6%
Total Revenue	\$ 26,754,202	\$ 26,849,412	\$ 26,488,853	\$ (360,559)	-1.3%



General Fund Summary of Sources and Uses	2025			2025 Budget vs Actual	
	Adopted Budget	Amended Budget	Actuals	Amount	Percentage
Recurring Expenditures					
City Council	\$ 88,008	\$ 88,008	\$ 71,475	(16,533)	-19%
City Manager's Office	666,224	498,372	531,972	33,601	7%
City Clerk	501,813	538,350	575,158	36,808	7%
Human Resources	270,978	336,425	331,298	(5,127)	-2%
Emergency Management	20,900	20,900	5,880	(15,020)	-72%
Communications	177,188	250,264	314,262	63,998	26%
Finance	1,263,480	1,322,167	1,238,820	(83,348)	-6%
Information Technology Services	1,220,197	1,220,197	1,109,681	(110,516)	-9%
Legal	994,297	994,297	920,378	(73,919)	-7%
Municipal Court	1,658,969	1,658,969	1,550,794	(108,175)	-7%
Police	11,193,645	11,505,570	11,161,001	(344,569)	-3%
Planning and Building (Tax-based)	429,601	429,601	151,395	(278,206)	-65%
Building and Parks Maintenance	1,476,135	1,476,135	1,779,292	303,157	21%
Community Events and Services	1,623,356	1,642,101	1,724,720	82,619	5%
Non-Departmental					
Professional Services - Code Update	2,000	2,000	5,100	3,100	155%
Official Publication Services	1,400	1,400	1,879	479	34%
Des Moines Historical Society Rent	7,800	7,800	7,150	(650)	-8%
County Recording Services	5,000	5,000	4,472	(528)	-11%
Election Services	125,000	125,000	114,872	(10,128)	-8%
Voter Registration Services	55,000	55,000	107,038	52,038	95%
Organizational Memberships	97,550	97,550	91,070	(6,480)	-7%
Fire Suppression - South King Fire	21,000	21,000	20,376	(624)	-3%
Fire Investigation Services	45,000	45,000	29,820	(15,180)	-34%
SCORE	794,310	822,710	822,710	-	0%
Public Defender	160,000	160,000	223,055	63,055	39%
Bank Fees	23,880	23,880	53,929	30,049	126%
Computer Replacement	164,792	164,792	165,414	622	0%
Equipment Rental Maintenance	492,787	492,787	485,903	(6,884)	-1%
Equipment Rental Replacement	1,286,365	1,286,365	1,284,764	(1,601)	0%
Facility Repair and Replacement	96,230	96,230	52,000	(44,230)	-46%
Insurance	673,202	673,202	554,553	(118,649)	-18%
Transfers Out - Fund 114 (American Rescue Plan Act Fund)	-	8,075	8,075	0	0%
Transfers Out - Fund 310 (Capital Projects Fund)	-	22,000	19,923	(2,077)	-9%
Total Recurring Expenditures	\$ 25,636,107	\$ 26,091,147	\$ 25,518,228	\$ (572,919)	-2.2%
Nonrecurring Expenditures					
Sound Transit	154,868	154,868	176,800	21,932	14%
Professional Development Program	15,000	15,000	13,800	(1,200)	-8%
Professional Services - One-time	100,000	100,000	123,745	23,745	24%
Sustainable Airport Master Plan	114,000	114,000	16,985	(97,015)	-85%
Body Cam Refresh	-	77,010	77,010	(0)	0%
Government Relations	54,000	54,000	74,631	20,631	38%
Communications Contract	40,000	40,000	16,370	(23,630)	-59%
Staff Reduction	-	114,046	289,436	175,390	154%
Encampment Cleanup	-	72,000	72,000	-	0%
Total Nonrecurring Expenditures	\$ 477,868	\$ 740,924	\$ 860,778	\$ 119,854	16.2%
Total Expenditures	\$ 26,113,975	\$ 26,832,071	\$ 26,379,006	\$ (453,065)	-1.7%
Total Operating Income (Loss)	\$ 640,227	\$ 17,341	\$ 109,847		

**December is month 12 of 12= 100.0%

OTHER FUNDS

SPECIAL REVENUE FUNDS

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

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

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

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

Summary of Special Revenue Funds:

Special Revenue Funds:	Revenue			Expenditures		
	Fund	Budget	Actual	% of Budget	Budget	Actual
Street	\$ 2,621,000	\$ 2,517,101	96.0%	\$ 2,742,053	\$ 2,123,552	77.4%
Arterial Pavement	1,631,000	1,060,767	65.0%	2,798,788	1,333,234	47.6%
Development Fund	3,035,246	3,702,166	122.0%	3,373,028	3,372,203	100.0%
Police Drug Seizure	26,000	-	0.0%	20,500	5,135	25.0%
Hotel-Motel Tax	125,000	99,085	79.3%	165,000	157,925	95.7%
Affordable Housing Sales Tax	35,000	34,933	99.8%	35,000	30,667	87.6%
American Rescue Plan Act	8,455	19,127	226.2%	179,975	160,363	89.1%
Redondo Zone	189,800	121,982	64.3%	186,135	151,246	81.3%
Waterfront Zone	484,181	447,540	92.4%	559,462	484,819	86.7%
PBPW Automation Fee	195,000	165,000	84.6%	120,409	87,925	73.0%
Urban Forestry	5,000	-	0.0%	5,000	-	0.0%
Abatement	3,600	621	17.2%	2,500	-	0.0%
Automated Speed Enforcement (ASE)	360,000	166,960	46.4%	490,976	309,130	63.0%
Redondo Speed Enforcement Fund	1,111,300	1,022,278	92.0%	1,422,424	512,520	36.0%
Transport Benefit District	1,040,000	1,090,024	105%	2,450,000	1,900,000	77.6%



Special Revenue Funds:	CASH		
Fund	At 12/31/2024	At 12/31/2025	Change
Street	\$ 713,492	\$ 1,107,041	\$ 393,549
Arterial Pavement	1,344,084	1,071,617	(272,467)
Development Fund	1,537,371	1,867,334	329,963
Police Drug Seizure	135,100	129,965	(5,135)
Hotel-Motel Tax	143,488	84,648	(58,840)
Affordable Housing Sales Tax	86,746	91,012	4,266
American Rescue Plan Act	171,520	30,285	(141,235)
Redondo Zone	51,900	22,636	(29,264)
Waterfront Zone	80,591	43,312	(37,279)
PBPW Automation Fee	614,050	691,125	77,075
Urban Forestry	-	-	-
Abatement	38,143	38,764	621
Automated Speed Enforcement (ASE)	268,751	126,581	(142,170)
Redondo Speed Enforcement Fund	614,822	1,124,580	509,758
Transport Benefit District	3,265,452	2,455,476	(809,976)

Development Fund Details

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

Development Fund Summary of Sources and Uses	2025			2025 Budget vs Actual	
	Original Budget	Amended Budget	Actuals	Amount	Percentage
Operating Revenues					
Planning and Building					
Building Permits	\$ 685,465	\$ 835,465	\$ 802,896	\$ (32,569)	-3.9%
Other Licenses and Permits	351,799	351,799	376,039	24,240	6.9%
Intergovernmental (Grants, etc.)	97,749	97,749	137,347	39,598	40.5%
Charges for Services:					
Zoning Fees	319,278	319,278	377,635	58,357	18.3%
Plan Check Fees	638,000	638,000	1,325,425	687,425	107.7%
SEPA-Related Mitigation Fees	-	-	19,599	19,599	0.0%
Other Fees	7,480	7,480	9,684	2,204	29.5%
Credit Card Fees	41,200	41,200	36,947	(4,253)	-10.3%
Misc. Revenue	-	-	92	92	0.0%
Penalties - Stop Work	15,500	15,500	8,876	(6,624)	-42.7%
Planning and Building Revenue Subtotal	\$ 2,156,471	\$ 2,306,471	\$ 3,094,542	\$ 788,071	34.2%
Engineering					
Right-Of-Way Permits	\$ 137,500	\$ 137,500	\$ 267,931	\$ 130,431	94.9%
Engineering Fees	159,254	159,254	132,185	(27,069)	-17.0%
Engineering Revenue Subtotal	\$ 296,754	\$ 296,754	\$ 400,116	\$ 103,362	34.8%
Interest Income	65,000	65,000	82,029	17,029	26.2%
Transfers In - PBPW Automation Fee Fund	32,484	32,484	-	(32,484)	-100.0%
Total Operating Revenues	\$ 2,550,709	\$ 2,700,709	\$ 3,576,686	\$ 875,977	32.4%
Operating Expenditures					
Planning and Building					
Salaries and Benefits	\$ 1,613,355	\$ 1,613,355	1,609,502	(3,853)	-0.2%
Supplies	32,927	36,427	14,972	(21,455)	-58.9%
Services	470,649	747,649	647,494	(100,155)	-13.4%
Planning and Building Expenditures Subtotal	\$ 2,116,931	\$ 2,397,431	\$ 2,271,968	\$ (125,463)	-5.2%
Engineering					
Salaries and Benefits	\$ 381,277	\$ 381,277	\$ 562,235	\$ 180,958	47.5%
Supplies	12,000	12,000	4,811	(7,189)	-59.9%
Services	247,783	247,783	294,025	46,242	18.7%
Engineering Expenditures Subtotal	\$ 641,060	\$ 641,060	\$ 861,072	\$ 220,012	34.3%
Total Operating Expenditures	\$ 2,757,991	\$ 3,038,491	\$ 3,133,040	\$ 94,549	3.1%
Total Operating Income (Loss)	\$ (207,282)	\$ (337,782)	\$ 443,647	\$ 781,429	

**December is month 12 of 12 = 100%



DEBT SERVICE FUND

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

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

Fund	CASH		
	At 12/31/2024	At 12/31/2025	Change
Debt Service Fund	122,540	62,350	(60,190)

CAPTIAL PROJECT FUND

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

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

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

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

Fund	Revenue			Expenditures		
	Budget	Actual	% of Budget	Budget	Actual	% of Budget
Capital Project Fund	\$ 18,573,375	\$ 12,258,969	66%	\$ 20,358,863	\$ 12,266,696	60%

Fund	CASH		
	At 12/31/2024	At 12/31/2025	Change
Capital Project Fund	19,822,582	19,814,855	(7,727)

ENTERPRISE FUNDS

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

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

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

Marina Fund Details

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

Marina Fund Summary of Sources and Uses	2025			2025 Budget vs Actual		2025
	Original Budget	Amended Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenue						
Charges for Services	\$ 3,883,417	\$ 3,883,417	\$ 3,871,586	\$ (11,831)	-0.3%	\$ 11,831
Fuel Sales	1,503,000	1,503,000	1,384,315	(118,685)	-7.9%	118,685
Intergovernmental Revenues	-	19,000	18,666	(334)	0.0%	(18,666)
Miscellaneous Revenues	18,330	18,330	18,748	418	2.3%	(418)
Operating Revenue Subtotal	\$ 5,404,747	\$ 5,423,747	\$ 5,293,315	\$ (130,432)	-2.4%	\$ 111,432
Operating Expense						
Salaries and Benefits	\$ 1,459,598	\$ 1,459,598	\$ 1,340,777	\$ (118,821)	-8.1%	\$ 118,821
Supplies	150,550	150,550	108,008	(42,542)	-28.3%	42,542
Fuel Purchases	1,200,000	1,200,000	1,160,554	(39,446)	-3.3%	39,446
Services	713,909	796,409	460,924	(335,485)	-42.1%	252,985
Services - Interfund	1,052,806	1,052,806	1,052,806	(0)	0.0%	0
Total Operating Expenses (excl. depreciation)	\$ 4,576,863	\$ 4,659,363	\$ 4,123,069	\$ (536,294)	-11.5%	\$ 453,794
Operating Income/(Loss)	\$ 827,884	\$ 764,384	\$ 1,170,246	\$ 405,862	53.1%	\$ (342,362)
Non-Operating Revenue						
Insurance Recoveries	-	-	105	105	0.0%	(105)
Interest Income	280,000	343,000	487,770	144,770	42.2%	(207,770)
Non-operating Revenue Subtotal	\$ 280,000	\$ 343,000	\$ 487,875	\$ 144,875	42.2%	\$ (207,875)
Non-operating Expense						
Capital Outlay	\$ 14,692,000	\$ 14,692,000	\$ 9,965,736	\$ (4,726,264)	-32.2%	\$ 4,726,264
Debt Service	1,101,996	1,101,996	1,170,834	68,838	6.2%	(68,838)
Non-operating Expense Subtotal	\$ 15,793,996	\$ 15,793,996	\$ 11,136,570	\$ (4,657,426)	-29.5%	\$ 4,657,426
Net Change in Cash Balance	\$ (14,686,112)	\$ (14,686,612)	\$ (9,478,448)	\$ 5,208,164	-35.5%	\$ (5,207,664)

**December is month 12 of 12 = 100%

Fuel Profits (Using COGS) \$ 303,546

BEGINNING CASH	21,002,708
Prior Period Adjustment	(1,174,051)
Change from Revenue/Expenditures	<u>(9,478,448)</u>
ENDING CASH	<u>10,350,209</u>

Surface Water Management (SWM) Fund Details

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

Surface Water Management Fund Summary of Sources and Uses	2025			2025 Budget vs Actual		2025
	Adopted Budget	Amended Budget	Actuals	Amount	Percentage	Remaining Budget
Operating Revenue						
Charges for Services	\$ 5,794,001	\$ 5,794,001	\$ 6,478,533	\$ 684,532	11.8%	\$ (684,532)
Intergovernmental Revenue	844,000	844,000	305,291	(538,709)	-63.8%	538,709
Operating Revenue Subtotal	\$ 6,638,001	\$ 6,638,001	\$ 6,783,824	\$ 145,823	2.2%	\$ (145,823)
Operating Expense						
Salaries and Benefits	\$ 2,023,034	\$ 2,063,034	\$ 1,954,013	\$ (109,021)	-5.3%	\$ 69,021
Supplies	119,650	119,650	94,139	(25,511)	-21.3%	25,511
Services	1,698,715	1,698,715	1,417,199	(281,516)	-16.6%	281,516
Services - Interfund	1,012,635	1,012,635	1,012,635	-	0.0%	-
Total Operating Expenses (excl. depreciation)	\$ 4,854,034	\$ 4,894,034	\$ 4,477,986	\$ (416,048)	-8.5%	\$ 376,048
Operating Income/(Loss)	\$ 1,783,967	\$ 1,743,967	\$ 2,305,837	\$ 561,870	32.2%	\$ (521,870)
Non-Operating Revenue						
Insurance Recovery	-	-	4,072	4,072	0.0%	(4,072)
Miscellaneous Revenue	-	-	967	967	0.0%	(967)
Interest Income	400,000	400,000	500,152	100,152	25.0%	(100,152)
Non-operating Revenue Subtotal	\$ 400,000	\$ 400,000	\$ 505,190	\$ 105,190	26.3%	\$ (105,190)
Non-operating Expense						
Capital Outlay	\$ 2,094,000	\$ 3,978,000	3,448,227	\$ (529,773)	-13.3%	\$ (1,354,227)
Debt Service	-	-	903	903	0.0%	(903)
Transfers Out to Fund 319 (Transportation Improvements)	500,000	500,000	6,000	(494,000)	-98.8%	494,000
Non-operating Expense Subtotal	\$ 2,594,000	\$ 4,478,000	\$ 3,455,131	\$ (1,022,869)	-22.8%	\$ (861,131)
Net Change in Cash Balance	\$ (410,033)	\$ (2,334,033)	\$ (644,103)	\$ 1,689,930	-72.4%	\$ 234,070

**December is month 12 of 12 = 100%

BEGINNING CASH	11,058,641
Change from Revenue/Expenditures	(644,103)
Deposits	4,538
Retainage	69,187
ENDING CASH	10,488,263

INTERNAL SERVICE FUNDS

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

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

The City has internal service funds for:

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

Internal Service Funds:	Revenue			Expenditures		
Fund	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget
Equipment Rental Operations	\$ 1,077,976	\$ 1,052,747	97.7%	\$ 855,438	\$ 734,348	85.8%
Equipment Rental Replacement	2,518,511	2,463,518	97.8%	1,389,000	937,992	67.5%
Facility Major Repairs	380,393	522,607	137.4%	428,885	277,861	64.8%
Computer Replacement	238,000	265,421	111.5%	460,000	169,170	36.8%
Self Insurance	1,147,472	1,157,059	100.8%	1,270,971	1,184,804	93.2%
Unemployment Insurance	60,000	72,555	121%	300,000	99,016	33.0%

Internal Service Funds:	CASH		
Fund	At 12/31/2024	At 12/31/2025	Change
Equipment Rental Operations	117,543	435,942	318,399
Equipment Rental Replacement	3,031,355	4,556,881	1,525,526
Facility Major Repairs	297,226	541,972	244,746
Computer Replacement	1,341,917	1,438,168	96,251
Self Insurance	660,261	632,516	(27,745)
Unemployment Insurance	581,997	555,536	(26,461)

ATTACHMENT 1 – Sales Tax by Category

SALES TAX SUMMARY
December 2025 (October 2025 Sales)

	24 TOTAL	24 YTD	25 YTD	YTD % Diff
CONSTRUCTION				
285 Construction of Buildings	\$47,585	\$47,585	\$59,431	55.2%
297 Heavy & Civil Construction	\$7,120	\$7,120	\$19,970	180.1%
298 Specialty Trade Contractors	\$71,885	\$71,885	\$75,073	0.9%
TOTAL CONSTRUCTION	\$126,590	\$126,590	\$154,474	38.4%
Overall Construction Change from Previous Year			\$27,884	
MANUFACTURING				
311 Food Manufacturing	\$797	\$797	\$2,283	69.2%
312 Beverage & Tobacco Products	2,229	2,229	2,596	16.2%
313 Textile Mills	1,170	1,170	1,170	0.0%
314 Textile Product Mills	111	111	\$71	-113.1%
315 Apparel Manufacturing	330	330	410	28.4%
316 Lumber & Allied Products	434	434	547	26.1%
321 Wood Product Manufacturing	6,965	6,965	972	-84.1%
322 Paper Manufacturing	289	289	1,486	417.5%
323 Printing & Related Support	4,907	4,907	7,315	48.1%
324 Petroleum & Coal Products	80	80	34	-57.5%
325 Chemical Manufacturing	1,587	1,587	1,521	-11.5%
326 Plastics & Rubber Products	289	289	87	-70.0%
327 Nonmetallic Mineral Products	4,459	4,459	4,191	-4.0%
331 Primary Metal Manufacturing	68	68	71	4.1%
332 Fabricated Metal Industry Products	1,863	1,863	1,695	-9.0%
333 Machinery Manufacturing	730	730	2,539	248.0%
334 Computer & Electronic Products	2,730	2,730	10,068	269.8%
335 Electric, Electronic, Appliances	1,954	1,957	1,954	-0.1%
336 Transportation Equipment	15,617	15,617	18,610	18.7%
337 Furniture & Related Products	2,945	2,945	4,249	44.3%
339 Miscellaneous Manufacturing	4,278	4,278	6,039	41.2%
TOTAL MANUFACTURING	\$30,979	\$30,979	\$70,208	128.2%
Overall Manufacturing Change from Previous Year			\$39,229	
TRANSPORTATION & WAREHOUSING				
481 Air Transportation	\$-	\$-	\$-	% Diff
482 Rail Transportation	2	2	40	2283.8%
483 Water Transportation	-	-	0	-
484 Truck Transportation	6,412	6,412	5,408	-15.7%
485 Trolley and Ground Passengers	-	-	2	-
487 Seater and Squeezing Trains	3,485	3,485	1,325	-62.0%
488 Transportation Support	106	106	95	-10.4%
491 Postal Services	32,317	32,317	40,373	24.9%
492 Couriers & Messengers	371	371	255	-31.2%
493 Warehousing & Storage	42,694	42,694	\$4,804	11.2%
TOTAL TRANSPORTATION & WAREHOUSING	\$47,469	\$47,469	\$44,804	-5.6%
Overall Transportation Change from Previous Year			(\$2,665)	
WHOLESALE TRADE				
423 Wholesale Trade - Durable Goods	\$24,000	\$24,000	\$25,000	4.2%
424 Wholesale Trade - Non-durable Goods	153,827	153,827	180,489	18.2%
425 Wholesale Trade - Services	\$4,370	\$4,370	\$3,018	-30.9%
WHOLESALE TRADE TOTAL	\$182,197	\$182,197	\$208,507	14.2%
Overall Wholesale Change from Previous Year			\$26,310	
RETAIL TRADE				
442 Furniture & Home Furnishings	\$-	\$-	\$-	% Diff
443 Electronics & Appliances	-	-	54,972	-
444 Building Material & Garden	55,297	55,297	54,972	-0.6%
445 Hardware	104,204	104,204	106,991	1.9%
446 Health & Personal Care	-	-	-	-
448 Clothing & Accessories	151,096	151,096	148,810	-1.5%
449 Furniture, Home Furnishings, Electronics, and Appliances	-	-	-	-
451 Sporting Goods, Hobby, Books	-	-	-	-
452 General Merchandise Stores	-	-	-	-
453 Miscellaneous Store Retailers	-	-	-	-
454 Nonstore Retailers	-	-	-	-
455 General Merchandise Retailers	63,701	63,701	69,971	8.9%
456 Health and Personal Care Retailers	58,173	58,173	62,194	-13.4%
457 Gasoline and Fuel Dealers	60,038	60,038	62,194	3.6%
458 Clothing, Clothing Accessories, Shoe and Jewelry Retailers	50,849	50,849	53,380	5.0%
459 Sporting Goods, Hobby, Musical Instrument, Book and Misc	675,052	675,052	707,003	4.7%
TOTAL RETAIL TRADE	1,301,450	1,301,450	1,332,437	2.4%
Overall Retail Change from Previous Year			\$30,987	
SERVICES				
517 Information	\$218,632	\$218,632	\$223,525	2.3%
518 Finance & Insurance	23,226	23,226	21,622	-7.0%
519 Real Estate, Rental, Leasing	6,442	6,442	6,442	0.0%
541 Professional, Scientific, Technical	86,034	86,034	86,034	0.0%
542 Computer, Information, and Electronic	1,884	1,884	1,884	0.0%
551 Company, Management, Technical	1,884	1,884	1,884	0.0%
599 Admin, Support, Temporary Help	282,602	282,602	282,602	0.0%
620 Education Services	18,506	18,506	18,506	0.0%
621 Health Care Social Assistance	7,133	7,133	9,202	29.0%
622 Health Care Support Activities	35,015	35,015	39,966	14.0%
720 Accommodation & Food Services	429,659	429,659	446,140	4.3%
810 Other Services	161,162	161,162	177,208	10.4%
820 Public Administration	840	840	1,219	45.2%
TOTAL SERVICES	1,307,978	1,307,978	1,333,479	2.7%
Overall Services Change from Previous Year			\$25,501	
MISCELLANEOUS				
000 Unknown	\$-	\$-	\$-	% Diff
111-115 Agriculture, Forestry, Fishing	701	701	688	-1.9%
211-221 Mining & Other	11,964	11,964	2,838	-78.1%
999 Miscellaneous	109,910	109,910	127,912	11.6%
MISCELLANEOUS TOTAL	122,665	122,665	131,428	7.3%
Overall Miscellaneous Change from Previous Year			(\$8,607)	
GRAND TOTALS	\$4,033,471	\$4,033,471	\$4,355,143	8.3%
Grand Total Change from Previous Year to Date			\$322,272	



Final 4th Quarter 2025 Financial Report

June 25, 2026

Significant Updates

Item	Update	Why It Matters
Property Tax	Identified Wesley Homes assessment dispute as primary source of increased delinquencies.	Explains property tax shortfall and supports more conservative future forecasts.
Operating Income	Improved from a projected loss of \$45,891 to operating income of \$109,847.	General Fund ended the year stronger than previously reported.
One-Time Taxes	A review of sales tax and B&O tax revenues resulted in the reclassification of \$162,706 of sales tax and \$7,000 of B&O tax from regular revenue to one-time revenue.	The reclassification provides a more accurate distinction between recurring and nonrecurring revenues, improving the City's ability to evaluate ongoing operating performance and financial sustainability.



Significant Updates

Item	Update	Why It Matters
Ending Cash Balance	Final cash balance increased to \$2.97 million.	Slightly improved liquidity, though reserves remain below policy target.
Ending Fund Balance	Unrestricted fund balance ended at 17.8% of recurring expenditures.	Exceeds the City's 16.67% policy target.



2025 Year-End Financial Position

KEY TAKEAWAYS

- The General Fund operating income improved from a projected loss to a surplus.
- Unrestricted fund balance exceeded the City's 16.67% policy target.
- Cash reserves increased modestly but remain below the policy target.

Operating Income	Cash Balance	Fund Balance
\$109,847	\$2.9M	\$4.6M
Better than preliminary	11.6% of recurring expenditures	17.8% of recurring expenditures

Key Issues

#1 - Property Tax: Wesley Homes Assessment Dispute

WHAT WE SEE

- 2025 property tax shortfall driven by dispute

WHY IT MATTERS

- Explains lower-than-expected collections
- Future budgets may need conservative assumptions

WHAT WE ARE DOING

- Monitoring appeal
- Adjusting forecasts appropriately

Key Issues

#2 – One-Time Revenue vs. Recurring Revenue

WHAT WE SEE

- Significant increase in One-Time Tax due to several construction projects

WHY IT MATTERS

- Stronger understanding of recurring operating revenues
- One-time revenue should not support ongoing costs

WHAT WE ARE DOING

- Continuing separate reporting of one-time activity

One-Time Tax	Budget	Actual	Variance
Sales and Use Tax	\$40,000	\$195,696	\$155,696
B&O Tax	\$15,000	\$15,006	\$6

Key Issues

#3 – Revenue Trends Requiring Attention

WHAT WE SEE

- Red-light camera revenue down 18%
- Recurring tax revenue less than expectations

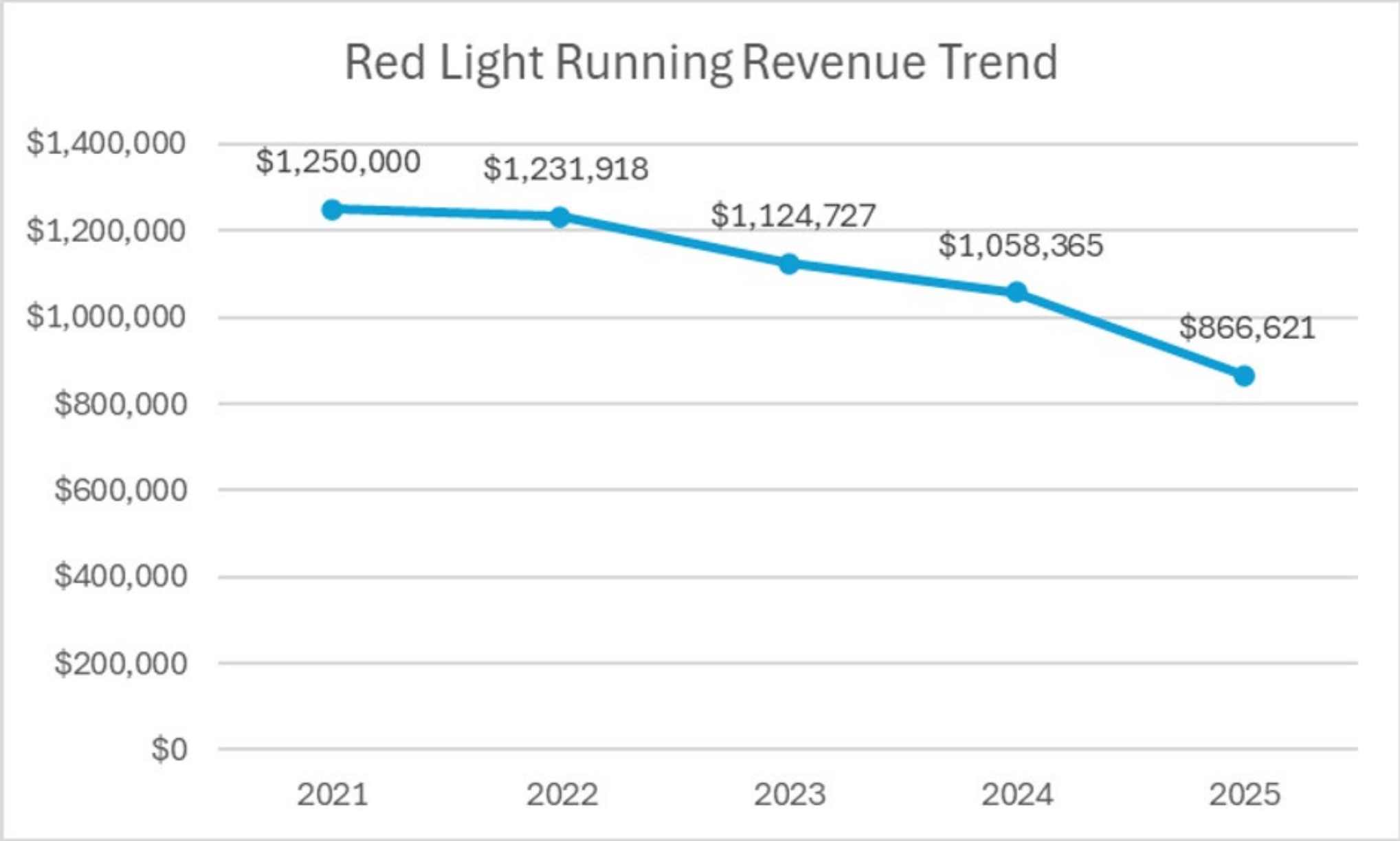
WHY IT MATTERS

- Long-term revenue assumptions may need adjustment

WHAT WE ARE DOING

- Monitoring collections
- Taking declines and other trends into consideration as we approach the upcoming budget cycle and create forecasts

Key Issues



Key Issues

#4 – Expenditure Pressures – Public Defenders

WHAT WE SEE

- \$223K costs
- \$63K over budget
- \$83K increase over prior year

WHY IT MATTERS

- Statewide requirements are increasing costs for all local governments
- No dedicated funding source has been provided to offset costs
- Continued cost growth may place pressure on General Fund resources

WHAT WE ARE DOING

- Monitoring expenditure trends
- Aiding the General Fund by allocating some Public Defense costs to the Public Safety Sales Tax Fund in 2026

Key Issues

#5 – Fleet Replacement Funding Restored

WHAT WE SEE

- During the COVID-19 pandemic, vehicle replacement funding was reduced to help preserve General Fund resources.
- As a result, the City fell behind in accumulating reserves for future vehicle replacements.
- In 2025, the Equipment Rental Replacement Fund received over \$2 million in funding and is now fully funded.

WHY IT MATTERS

- The City has restored its ability to fund future vehicle replacements without relying on large one-time General Fund appropriations.
- Fully funding the replacement program reduces future financial risk and helps ensure the replacement fund keeps pace with rising vehicle costs.

Key Issues

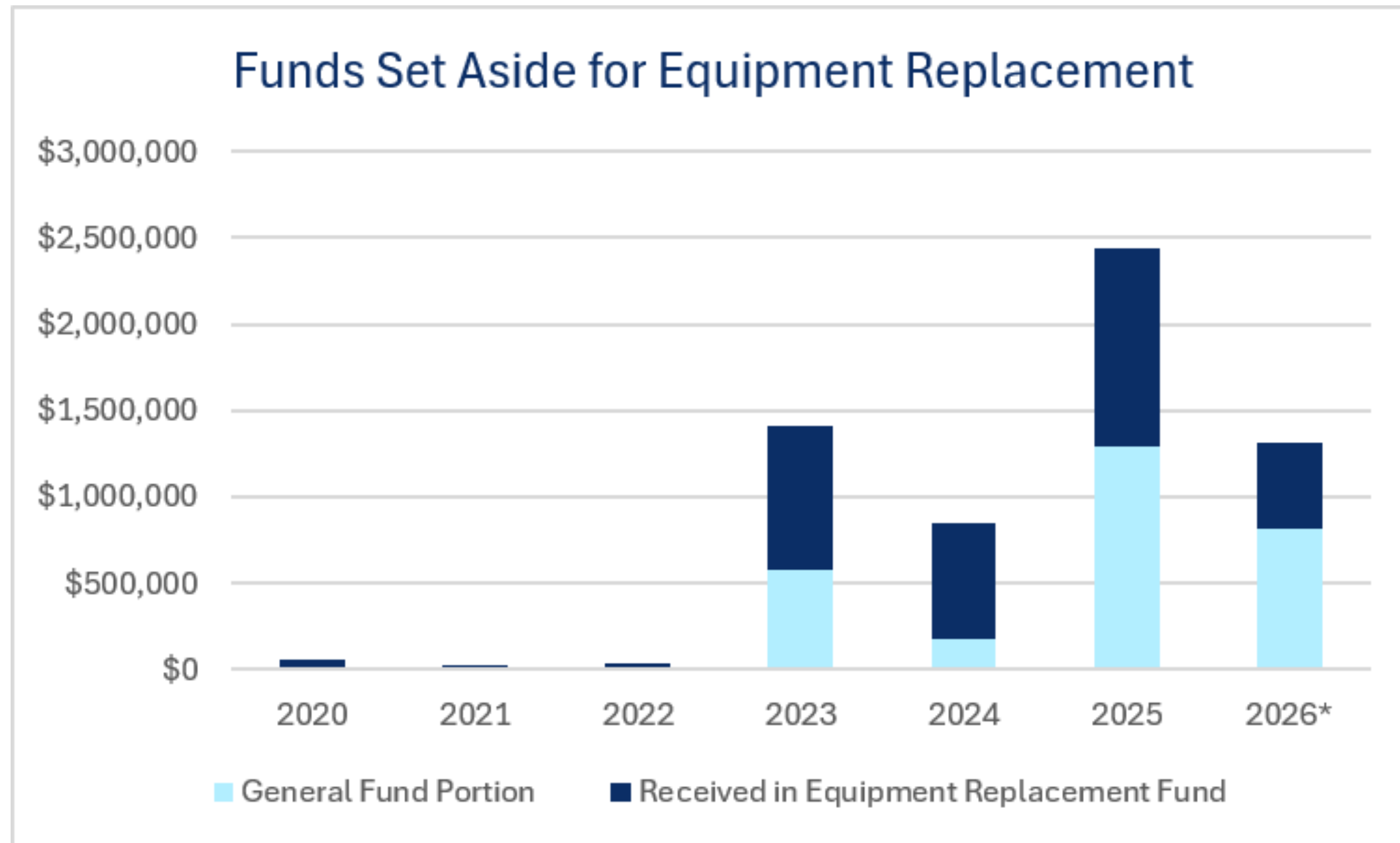
#5 – Fleet Replacement Funding Restored

WHAT WE ARE DOING

- Maintaining replacement funding at levels consistent with long-term fleet needs.
- Refining the replacement funding model to incorporate inflation and changing vehicle replacement costs.

Key Issues

#5 – Fleet Replacement Funding Restored



*Budgeted

Key Issues

#6 – Reserve Position

Reserves Remain Stable, Though Cash Reserves Are Below Target

Item	Recurring Expenditures	16.67% Target	Ending Balance	Percent
Ending Cash Balance	\$25,518,228	\$4,253,889	\$2,966,581	11.6%
Ending Fund Balance	\$25,774,169	\$4,296,554	\$4,590,059	17.8%

Looking Ahead to 2026

OPPORTUNITIES

- Additional taxable properties in the Business Park
- Public Safety Sales Tax

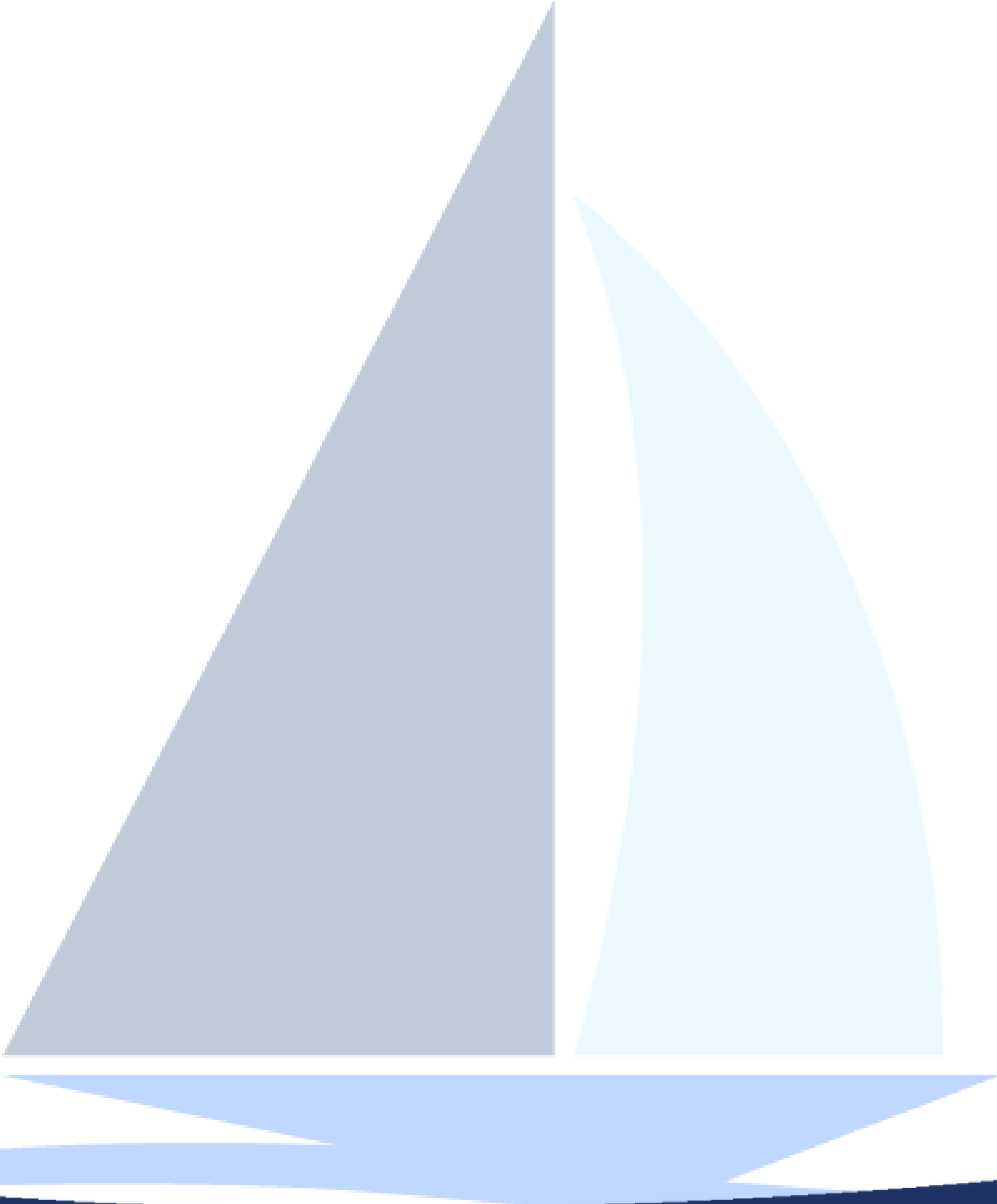
RISKS

- Public Defender Costs
- Red-light revenue decline
- Less than expected tax revenue

FOCUS AREAS

- Reserve building
- Monitoring recurring revenue

QUESTIONS?



APPENDIX

General Fund Revenue

Revenue	2025 Budget	2025 Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Taxes	\$ 19,753,457	\$ 19,343,140	\$ (410,317)	-2.1%	●
Licenses and Permits	425,500	432,054	6,554	1.5%	●
Intergovernmental	910,519	1,113,623	203,104	22.3%	●
Fees/Charges/Fines	1,797,100	1,593,371	(203,729)	-11.3%	●
Other	2,210,758	2,067,995	(142,763)	-6.5%	●
Non-Recurring (One-Time)	1,752,078	1,938,671	186,593	10.6%	●
Total Revenue	\$ 26,849,412	\$ 26,488,853	\$ (360,559)	-1.3%	●



General Fund Expenditures

Summary of Uses	2025 Budget	2025 Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Personnel	\$ 17,302,610	\$ 17,084,323	\$ (218,287)	-1.3%	●
Supplies	665,265	717,847	52,582	7.9%	●
Services	6,120,745	5,835,465	(285,280)	-4.7%	●
Internal Services	2,713,376	2,713,374	(2)	0.0%	●
Transfers Out	30,075	27,998	(2,077)	0.0%	●
Total Uses	\$ 26,832,071	\$ 26,379,006	\$ (453,065)	-1.7%	●

Marina Operating Revenue

Revenue	2025 Budget	2025 Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Charges for Services	\$ 3,883,417	\$ 3,871,586	\$ (11,831)	-0.3%	●
Fuel Sales	1,503,000	1,384,315	(118,685)	-7.9%	●
Intergovernmental Revenues	19,000	18,666	(334)	0.0%	●
Miscellaneous	18,330	18,748	418	2.3%	●
Total Revenue	\$ 5,423,747	\$ 5,293,315	\$ (130,432)	-2.4%	●

Marina Operating Expenditures

Expenditures	2025 Budget	2025 Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Salaries and Benefits	\$ 1,459,598	\$ 1,340,777	\$ (118,821)	-8.1%	●
Supplies	150,550	108,008	(42,542)	-28.3%	●
Fuel Purchases	1,200,000	1,160,554	(39,446)	-3.3%	●
Services	796,409	460,924	(335,485)	-42.1%	●
Services - Interfund	1,052,806	1,052,806	-	0.0%	●
Total Uses	\$ 4,659,363	\$ 4,123,069	\$ (536,294)	-11.5%	●

SWM Operations

	2025 Budget	2025 Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Operating Revenue	\$ 6,638,001	\$ 6,783,824	\$ 145,823	2.2%	●
Operating Expenditures	(4,894,034)	(4,477,986)	416,048	-8.5%	●
Total Operating Income/(Loss)	\$ 1,743,967	\$ 2,305,838	\$ 561,871	32.2%	●

**City Council
AGENDA ITEM**

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

SUBJECT: 2026 1st Quarter Financial Report

ATTACHMENTS:

1. 2026 1st Quarter Financial Report
2. Q1 2026 Financial Report PowerPoint

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

6/15/2026

CLEARANCES:

Finance

Purpose and Recommendation

The purpose of this agenda item is to present the First Quarter 2026 Financial Report and provide the City Council with an update on the City's financial performance, revenues, expenditures, and budget status through March 31, 2026.

2026 1st Quarter Financial Report

This report provides a snapshot of the City of Des Moines' financial performance for the first quarter ending March 31, 2026.

Highlights

- **General Fund Operating Income:** As of March 31, the General Fund reported operating income of \$206,729. While first-quarter results are favorable, revenues and expenditures are not earned evenly throughout the year and it is too early to draw conclusions regarding year-end performance.
- **Property Tax:** Historically, the City has not received property tax on Business Park parcels owned by the Port of Seattle because the Port is exempt from property taxation. However, a review of lease agreements determined that certain buildings are privately owned and therefore taxable. King County has confirmed that improvements on two parcels will be added to the tax rolls beginning in 2026. Staff will continue working with the County to identify any additional taxable property and determine whether omitted taxes may be assessed for prior years, subject to statutory limitations.
- **One-Time Taxes:** Per the City's code, sales tax and B&O tax generated from construction projects with valuations exceeding \$15 million are classified as One-Time Tax revenue. Driven by several major construction projects currently underway in the City, One-Time Sales Tax revenue totaled \$242,227 through the first quarter, exceeding the annual budget of \$200,000 by \$42,227. One-Time B&O Tax revenue totaled \$34,355 through the first quarter, which is 45.8% of the annual budget of \$75,000.
- **Public Safety Sales Tax:** HB-2015 expanded local authority to levy 0.1% sales tax dedicated to public safety purposes. The City now qualifies to receive this revenue and began collecting the tax in 2026. In the first quarter, the City collected \$44,736 and is on pace to receive the budgeted amount of \$450,000 for the year.

Forward-Looking Considerations

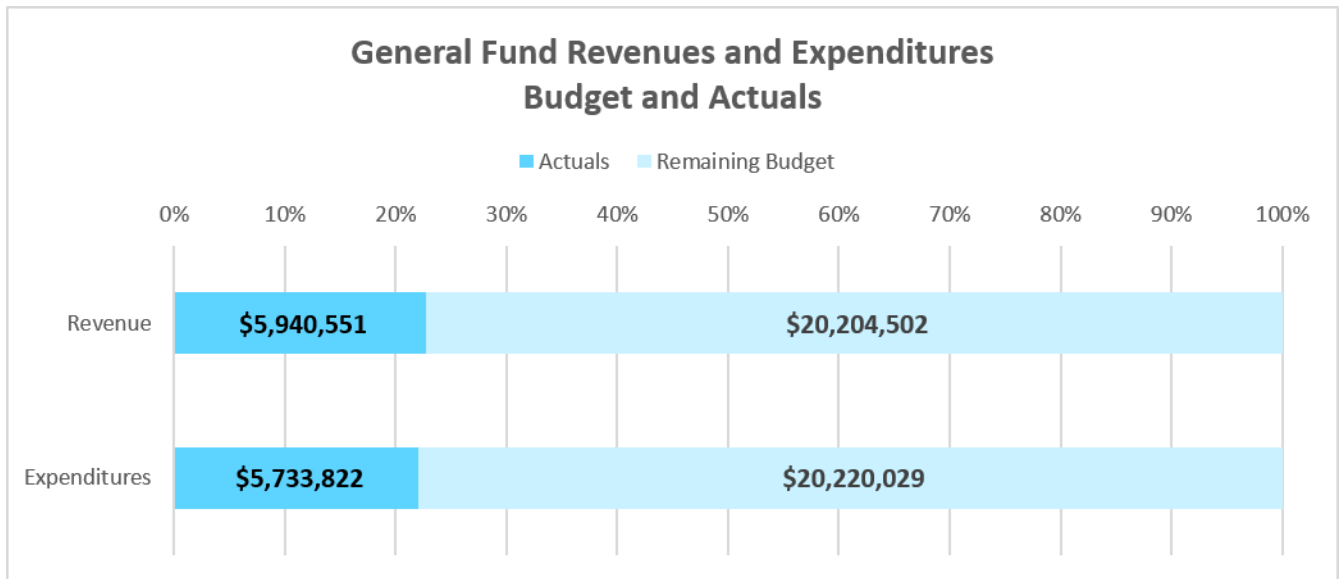
- **Public Defender Costs:** New Washington Supreme Court requirements regarding public defense services and attorney caseloads have significantly increased costs for local governments. Through the first quarter, the City incurred \$71,854 in public defender costs. The annual budget is \$55,000 in the General Fund and \$110,000 in the Public Safety Sales Tax Fund. Staff will evaluate the need for budget adjustments as additional information becomes available.
- **Regular Sales Tax:** Despite strong one-time sales tax activity in the first quarter, regular sales tax revenue was \$34,886 (3.45%) below the prior year. Staff will continue to monitor collections and evaluate whether this trend persists through the remainder of the year.
- **Red Light Running:** Revenue from the City's red-light camera program continues to decline. Through the first quarter, revenue totaled \$97,065, falling \$177,935 (65%) short of the year-to-date budget of \$275,000. Staff will monitor revenue trends throughout the year and assess whether a budget adjustment may be necessary.

GENERAL FUND

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

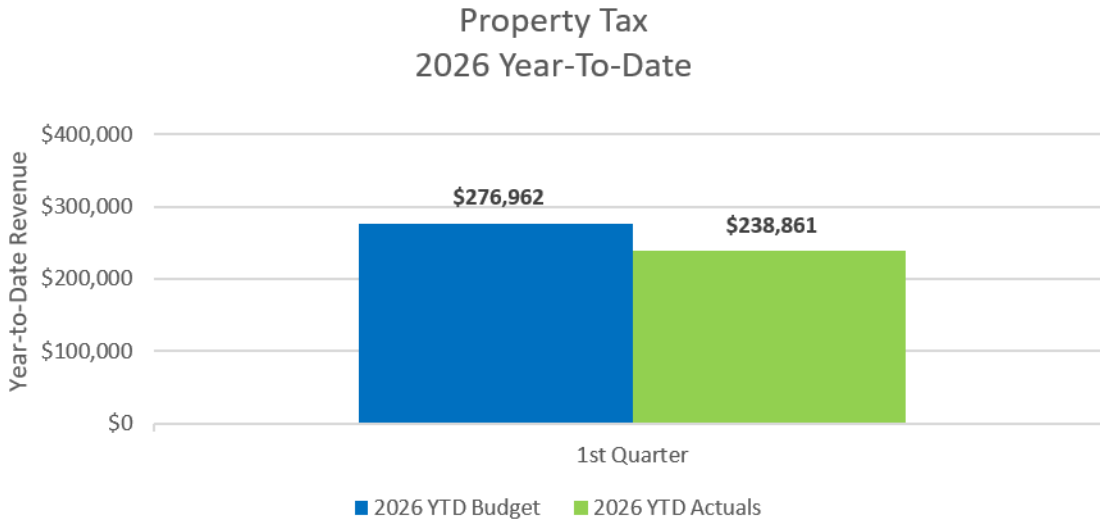
Revenues for the general fund typically come from local taxes (such as property taxes and sales taxes), business licenses, service fees, fines, and intergovernmental transfers. These funds are used to cover general government operations—such as police, public works, parks and recreation, and administration.

Through the first quarter of 2026, the General Fund received \$5,940,551 in revenue, coming in 3% over the year-to-date budget of \$5,789,325. 2026 expenditures totaled \$5,733,822, or .2% below the year-to-date budget of \$5,733,822. Operating Income was \$206,729.

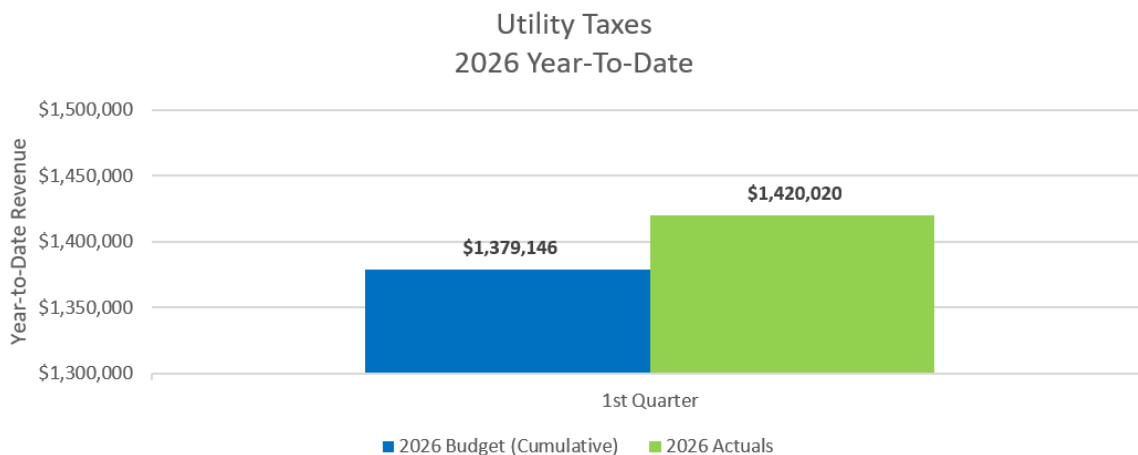


Revenue

Property Taxes are primarily collected in the second and fourth quarters (April and October). Property tax collected through the first quarter of 2026 was \$238,861, which was \$38,101 (13.76%) lower than the year-to-date budget of \$276,962.



Utility Taxes collected through the first quarter of 2026 were \$1,420,020, which is \$40,874 (2.96%) greater than budget. The City collects utility tax on the usage of electricity, natural gas, solid waste disposal, cable TV, telephone, and surface water. The City continues to see an increase in utility tax collections over past years. The adopted budget for Utility Tax revenue for 2026 was \$4,775,000.

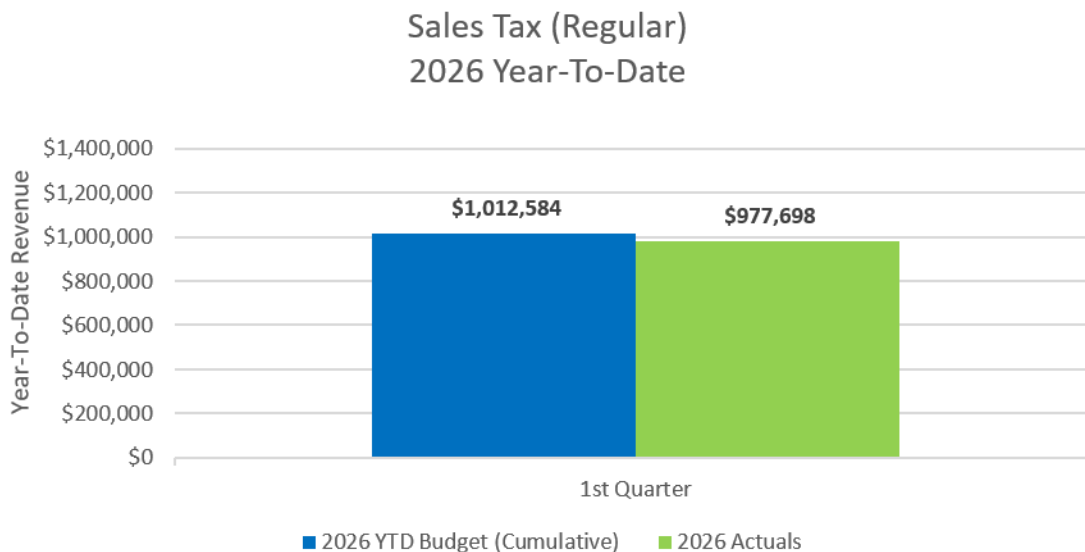


The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

Utility Tax Type	2025 Q1 Total	2026 Q1 Total	Change from 2025	
			Amount	Percent
Electricity	\$ 529,286	\$ 605,563	\$ 76,277	14.4%
Natural Gas	230,456	210,269	(20,187)	-8.8%
Solid Waste	163,918	172,911	8,992	5.5%
Cable TV	175,702	158,305	(17,397)	-9.9%
Telephone	62,280	52,082	(10,198)	-16.4%
SWM*	162,332	220,890	58,558	36.1%
YE Total	\$ 1,323,975	\$ 1,420,020	\$ 96,045	7.3%

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

Sales and Use Tax (Regular) collection decreased \$87,226 (8.2%) compared to the prior year. Through the first quarter, the City collected \$977,698 in regular sales tax, which was \$34,866 (3.45%) less than budgeted expectations. "Regular" Sales and Use Tax excludes the sales and use tax generated by construction projects that are valued at \$15 million or more. The adopted budget for regular Sales Tax revenue for 2026 is \$4,180,000.

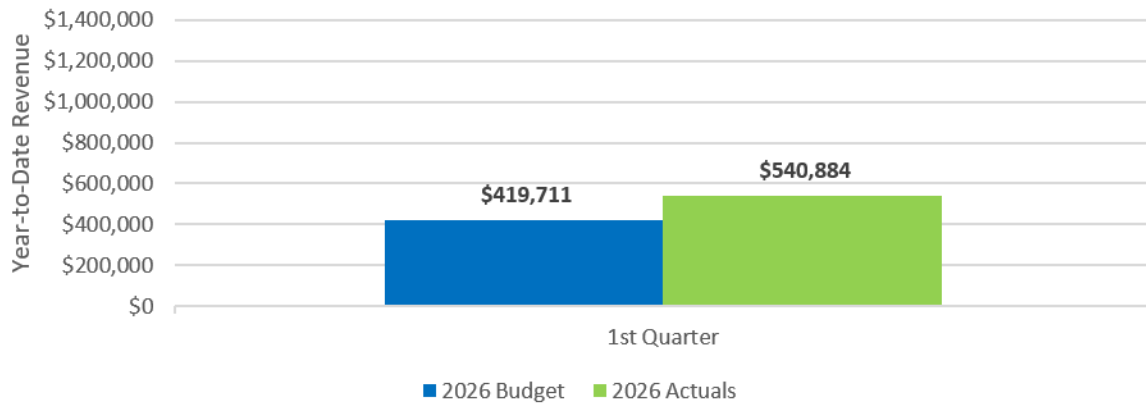


The City receives **One-Time Sales and Use Tax** from construction projects in the City whose permits are valued at \$15 million or more. Through the first quarter, the City received \$242,227 of One-Time Sales Tax revenue against a total annual budget of \$200,000.

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

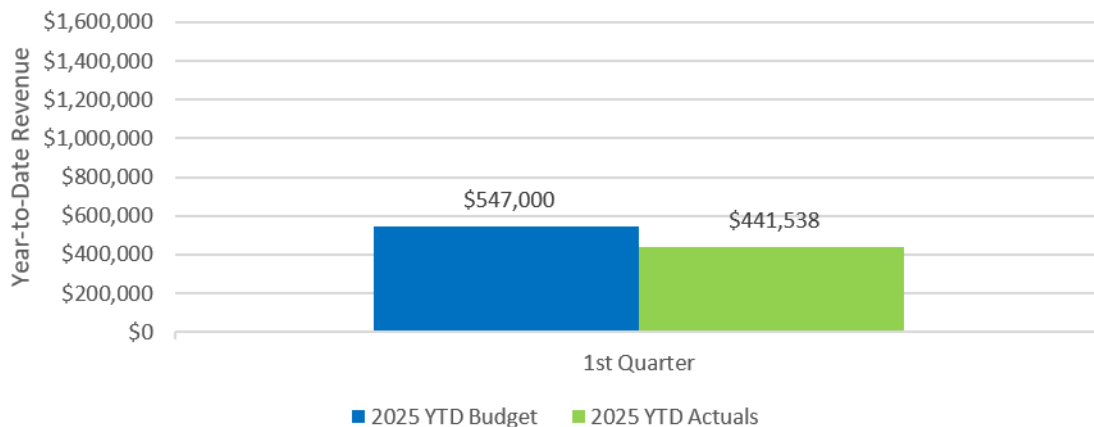
The City received \$540,884 in regular **Business and Occupation Tax** through the first quarter of 2026. This amount was \$121,173 (28.9%) more than the year-to-date budget. Collections of B&O Tax were also \$131,002 (32.0%) more than the prior year.

B&O Tax (Regular)
2026 Year-To-Date



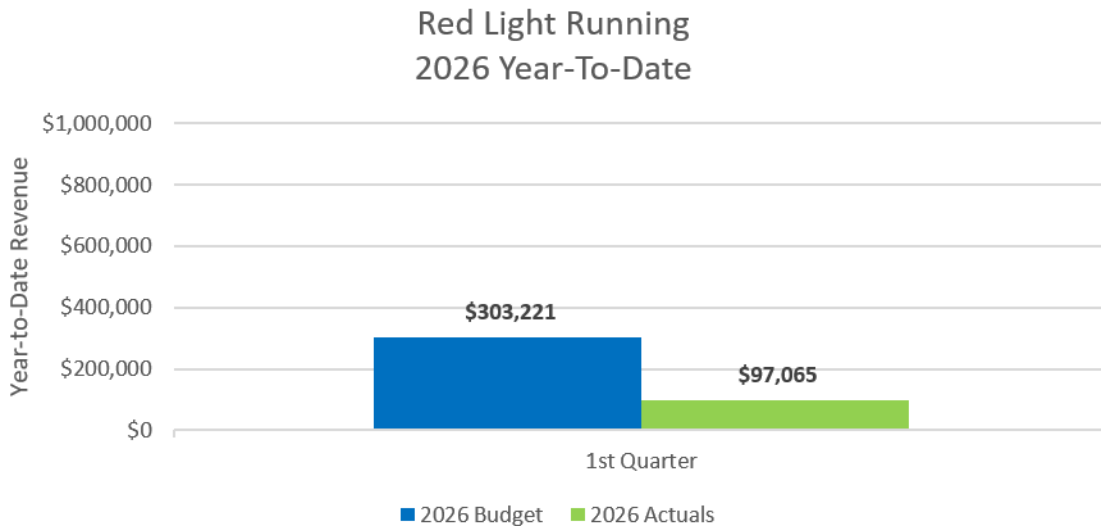
Franchise Fees help the City recoup the cost of allowing a utility to use its public space. Through the first quarter of 2026, the City collected \$441,538 in franchise fees, which was \$105,462 (19.3%) less than the year-to-date budget but \$24,481 more than the same period in the prior year. The adopted budget for Franchise Fee revenue for 2025 is \$2,188,000.

Franchise Fees
2026 Year-To-Date



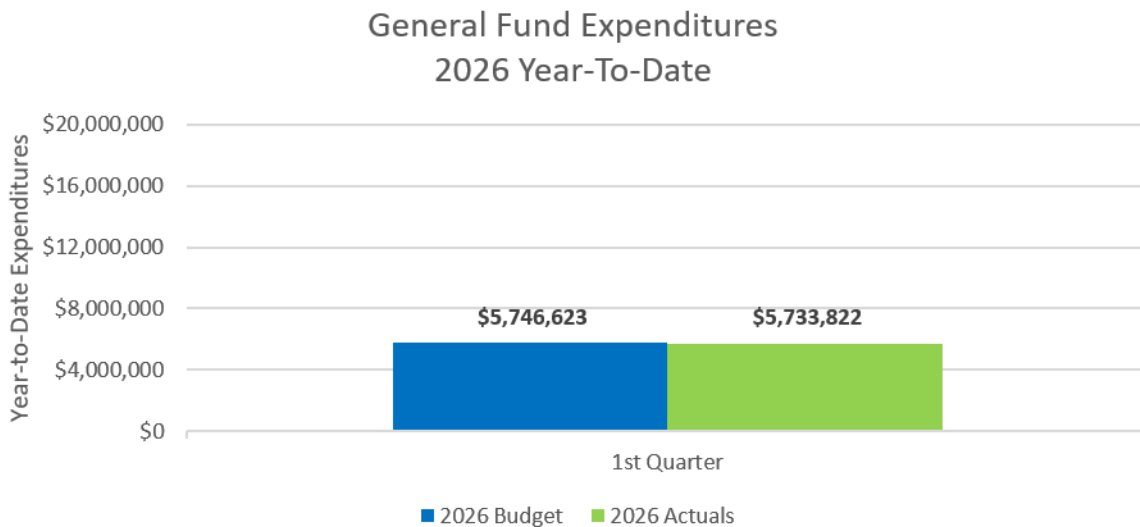


Red Light Running Infractions is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. In the first quarter, the City collected \$97,065 in red light running fee revenue, which was \$141,824 (59.4%) less than the prior year and \$206,156 (68.0%) less than budget. This amount follows the trend of safer driving resulting in reduced revenues. The 2026 adopted budget for Red Light Running revenue was \$1.1 million.



Expenditures

General Fund expenditures were \$5,733,822, which was \$12,801 (0.2%) less than budget and \$319,911 (5.3%) less than the prior year.





General Fund Summary of Uses Year to Date through September	2025 YTD Actual	2026 Annual Budget	2026		2026 vs 2025		2026 vs. Budget	
			YTD Budget	YTD Actual	\$	%	\$	%
Personnel	3,800,503	17,444,006	3,637,000	3,628,411	(172,092)	-4.5%	(8,590)	-0.2%
Supplies	208,293	601,200	150,300	186,125	(22,168)	-10.6%	35,825	23.8%
Services	1,583,540	3,330,283	1,577,179	1,532,732	(50,807)	-3.2%	(44,447)	-2.8%
Internal Services	453,321	2,289,181	382,143	382,143	(71,178)	-15.7%	0	0.0%
Capital	0	-	-	0	0	0.0%	0	0.0%
Transfers Out	8,075	-	-	4,410	(3,665)	-45.4%	4,410	0.0%
Total Expenditures	6,053,733	23,664,670	5,746,622	5,733,822	(319,911)	-5.3%	(12,800)	-0.2%

Overall expenditures remain on target, ending the first quarter 0.2% below year-to-date budget expectations.

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. Through the first quarter, personnel costs were \$172,092 (4.5%) lower than the prior year and \$8,590 (0.2%) less than budget.

Supplies: Expenditures for supplies were \$35,825 (23.8%) above the year-to-date budget of \$150,300. The variance is primarily attributable to software purchases and related maintenance agreements. While these costs were budgeted in the Computer Replacement Fund, the purpose of that fund, as established by municipal code, does not include these types of expenditures. As a result, the costs must be recorded in the General Fund. A budget amendment is anticipated later this year to align the budget with the appropriate fund.

Internal Services: Internal service fund charges were at budget through the first quarter and decreased by \$71,178 compared to the prior year, reflecting the City’s efforts to restore funding for vehicle replacement. Following the COVID-19 pandemic, the City had fallen behind in adequately funding fleet replacement, which placed added strain on the General Fund. With funding levels now restored and aligned with long-term needs, future required funding levels should decrease from those of 2025.

Transfers Out: A transfer out to the American Rescue Plan Act (ARPA) Fund was recorded during the first quarter. A reconciliation of ARPA funds found that \$4,410 of ARPA funding was received in the General Fund in 2021 but never transferred to the ARPA Fund.



General Fund Details

General Fund Summary of Sources and Uses	2026			2026 YTD Budget vs Actual		2026
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenues (Recurring)						
Taxes	\$ 20,423,000	\$ 4,180,402	\$ 4,114,436	\$ (65,966)	-2%	\$ 16,308,564
Licenses and Permits	470,000	183,965	220,201	36,236	20%	249,799
Intergovernmental (Grants, etc.)	885,381	221,345	241,172	19,826	9%	644,209
Fees/Charges/Fines	1,935,740	483,935	397,396	(86,539)	-18%	1,538,344
Other	2,136,573	646,088	716,161	70,072	11%	1,420,412
Total Operating Revenues (Recurring)	\$ 25,850,694	\$ 5,715,736	\$ 5,689,366	\$ (26,370)	0%	\$ 20,161,328
Nonrecurring Revenues						
Sound Transit	19,359	4,840	-	(4,840)	-100%	19,359
Sales Tax (One-Time)	200,000	50,000	216,850	166,850	334%	(16,850)
B&O Tax (One-Time)	75,000	18,750	34,335	15,585	83%	40,665
Total Nonrecurring Revenues	\$ 294,359	\$ 73,590	\$ 251,185	\$ 177,595	241%	\$ 43,174
Total Revenue	\$ 26,145,053	\$ 5,789,325	\$ 5,940,551	\$ 151,226	3%	\$ 66,989



General Fund Summary of Sources and Uses	2026			2026 YTD Budget vs Actual		Remaining Budget
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	
Operating Expenditures (Recurring)						
City Council	\$ 97,008	\$ 20,918	\$ 18,157	(2,761)	-13%	78,851
City Manager's Office	759,584	163,629	121,406	(42,222)	-26%	638,178
City Clerk	509,792	106,741	138,878	32,137	30%	370,914
Human Resources	230,865	50,861	75,627	24,765	49%	155,238
Emergency Management	33,750	8,438	24,009	15,572	185%	9,741
Communications	193,028	42,848	73,985	31,138	73%	119,043
Finance	1,297,475	276,141	305,957	29,816	11%	991,518
Information Technology Services	1,280,918	295,691	333,910	38,218	13%	947,009
Legal	980,643	206,830	173,032	(33,798)	-16%	807,611
Municipal Court	1,746,293	369,209	334,560	(34,649)	-9%	1,411,733
Police	11,503,328	2,499,015	2,438,480	(60,536)	-2%	9,064,848
Planning and Building (Tax-based)	392,212	82,711	104,799	22,088	27%	287,413
Building and Parks Maintenance	1,660,024	366,483	316,823	(49,661)	-14%	1,343,201
Community Events and Services	1,643,801	368,664	330,433	(38,231)	-10%	1,313,368
Non-Departmental						
Professional Services - Code Update	2,000	500	-	(500)	-100%	2,000
Official Publication Services	1,400	350	130	(220)	-63%	1,270
Des Moines Historical Society Rent	7,800	1,950	2,600	650	33%	5,200
County Recording Services	5,000	1,250	4,577	3,327	266%	424
Election Services	130,000	130,000	135,977	5,977	5%	(5,977)
Voter Registration Services	60,000	15,000	(0)	(15,000)	-100%	60,000
Organizational Memberships	99,751	99,751	125,054	25,303	25%	(25,303)
Fire Suppression - South King Fire	23,000	5,750	5,241	(509)	-9%	17,759
Fire Investigation Services	47,000	11,750	-	(11,750)	-100%	47,000
SCORE	741,454	185,364	179,040	(6,324)	-3%	562,414
Public Defender	55,000	13,750	71,854	58,104	423%	(16,854)
Bank Fees	12,880	3,220	6,026	2,806	87%	6,854
Computer Replacement	205,989	34,332	34,332	(0)	0%	171,657
Equipment Rental Maintenance	497,921	82,987	82,987	(0)	0%	414,934
Equipment Rental Replacement	819,181	137,143	137,143	0	0%	682,038
Insurance	669,860	111,643	111,643	0	0%	558,217
Facility Repair and Replacement	96,230	16,038	16,038	0	0%	80,192
Transfers Out - Fund 114 (American Rescue Plan Act Fund)	-	-	4,410	4,410	-	(4,410)
Total Operating Expenditures (Recurring)	\$ 25,803,187	\$ 5,708,957	\$ 5,707,107	\$ (1,850)	0%	\$ 20,096,080
Nonrecurring Expenditures						
Contingency	50,000	12,500	-	(12,500)	-100%	50,000
Sound Transit	19,359	4,840	-	(4,840)	-100%	19,359
Website	18,500	4,625	-	(4,625)	-100%	18,500
Professional Services - Strategic Plan	33,375	8,344	16,125	7,781	93%	17,250
Professional Services - Benchmarking Analysis	15,930	3,983	7,590	3,608	91%	8,340
Communications Contract	13,500	3,375	3,000	(375)	-11%	10,500
Total Nonrecurring Expenditures	\$ 150,664	\$ 37,666	\$ 26,715	\$ (10,951)	-29%	\$ 123,949
Total Expenditures	\$ 25,953,851	\$ 5,746,623	\$ 5,733,822	\$ (12,801)	0%	\$ 20,220,029
Total Operating Income (Loss)	\$ 191,202	\$ 42,703	\$ 206,729	\$ 164,026		

**March is month 3 of 12= 25.0%

OTHER FUNDS

SPECIAL REVENUE FUNDS

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

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

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

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

Summary of Special Revenue Funds:

Special Revenue Funds:	Revenue			Expenditures		
	Budget	Actual	% of Budget	Budget	Actual	% of Budget
Street	\$ 2,624,000	\$ 656,472	25.0%	\$ 2,908,402	\$ 386,148	13.3%
Arterial Pavement	1,606,000	9,853	0.6%	1,757,322	2,518	0.1%
Public Safety Sales Tax	450,000	44,736	9.9%	450,000	-	0.0%
Development Fund	2,958,422	373,735	12.6%	3,500,570	678,962	19.4%
Police Drug Seizure	26,000	-	0.0%	20,500	-	0.0%
Hotel-Motel Tax	128,000	21,877	17.1%	125,000	-	0.0%
Affordable Housing Sales Tax	35,000	10,527	30.1%	35,000	-	0.0%
American Rescue Plan Act	-	4,410	0.0%	-	-	0.0%
Redondo Zone	145,130	10,492	7.2%	127,510	26,576	20.8%
Waterfront Zone	458,210	77,851	17.0%	397,452	143,878	36.2%
PBPW Automation Fee	190,000	29,973	15.8%	133,541	32,147	24.1%
Urban Forestry	5,000	-	0.0%	5,000	-	0.0%
Abatement	3,600	806	22.4%	2,500	-	0.0%
Automated Speed Enforcement (ASE)	357,500	52,315	14.6%	311,905	48,130	15.4%
Redondo Speed Enforcement Fund	1,110,000	171,215	15.4%	1,309,849	73,538	5.6%
Transport Benefit District	\$ 1,020,000	\$ 241,003	23.6%	\$ 2,605,000	\$ 225,000	8.6%



Development Fund Details

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

Development Fund Summary of Sources and Uses	2026			2026 YTD Budget vs Actual		Remaining Budget
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	
Operating Revenues						
Planning and Building						
Building Permits	\$ 825,284	\$ 206,321	\$ 74,931	\$ (131,390)	-64%	\$ 750,353
Other Licenses and Permits	369,987	92,497	45,392	(47,104)	-51%	324,595
Intergovernmental (Grants, etc.)	97,749	24,437	-	(24,437)	-100%	97,749
Charges for Services:						
Zoning Fees	337,825	84,456	65,356	(19,100)	-23%	272,469
Plan Check Fees	661,050	165,263	100,674	(64,588)	-39%	560,376
Other Fees	7,914	1,979	5,188	3,209	162%	2,726
Credit Card Fees	42,436	10,609	10,448	(161)	-2%	31,988
Misc. Revenue	-	-	207	207	0%	(207)
Penalties - Stop Work	15,965	3,991	4,526	535	13%	11,439
Planning and Building Revenue Subtotal	\$ 2,358,210	\$ 589,553	\$ 306,723	\$ (282,830)	-48%	\$ 2,051,487
Engineering						
Right-Of-Way Permits	\$ 141,250	\$ 35,313	\$ 48,507	\$ 13,194	37%	\$ 92,743
Engineering Fees	28,657	7,164	3,825	(3,339)	-47%	24,832
Interfund Charges/ Engineering CIP Support	344,573	86,143	-	(86,143)	-100%	344,573
Engineering Revenue Subtotal	\$ 514,480	\$ 128,620	\$ 52,332	\$ (76,288)	-59%	\$ 462,148
Interest Income	50,000	12,500	14,680	2,180	17%	35,320
Transfers In - PBPW Automation Fee Fund	35,732	-	-	-	0%	35,732
Total Operating Revenues	\$ 2,958,422	\$ 730,673	\$ 373,735	\$ (356,937)	-49%	\$ 2,584,687
Operating Expenditures						
Planning and Building						
Salaries and Benefits	\$ 1,791,756	\$ 373,283	\$ 329,296	\$ (43,987)	-12%	\$ 1,462,460
Supplies	30,353	7,588	9,052	1,464	19%	21,301
Services	668,659	167,165	168,566	1,401	1%	500,093
Planning and Building Expenditures Subtotal	\$ 2,490,768	\$ 548,036	\$ 506,914	\$ (41,122)	-8%	\$ 1,983,855
Engineering						
Salaries and Benefits	\$ 737,287	\$ 153,601	\$ 123,283	\$ (30,318)	-20%	\$ 614,004
Supplies	12,500	3,125	2,604	(521)	-17%	9,896
Services	260,015	65,004	46,161	(18,843)	-29%	213,854
Engineering Expenditures Subtotal	\$ 1,009,802	\$ 221,730	\$ 172,048	\$ (49,682)	-22%	\$ 837,754
Total Operating Expenditures	\$ 3,500,570	\$ 769,766	\$ 678,962	\$ (90,804)	-12%	\$ 2,821,609
Total Operating Income (Loss)	\$ (542,148)	\$ (39,093)	\$ (305,226)	\$ (266,133)		

DEBT SERVICE FUND

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

Debt Service Fund:	Revenue			Expenditures		
	Fund	Budget	Actual	% Actual to Budget	Budget	Actual
Debt Service Fund	\$ 1,047,519	\$ 261,880	25.0%	\$ 1,047,518	\$ -	0.0%

Expenditures typically occur on June 1 (2nd Quarter) and December 1 (4th Quarter) of each year.

CAPTIAL PROJECT FUND

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

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

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

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

Capital Project Fund:	Revenue			Expenditures		
	Fund	Budget	Actual	% of Budget	Budget	Actual
REET 1	\$ 720,000	\$ 437,109	60.7%	\$ 2,628,040	\$ 67,010	2.5%
REET 2	680,000	423,049	62.2%	507,479	119,870	23.6%
Park Levy	145,000	1,985	1.4%	39,000	-	0.0%
Park in Lieu	27,500	-	0.0%	46,000	-	0.0%
One-Time Sales & B+O Tax Revenues	30,000	10,498	35.0%	550,000	12,500	2.3%
Municipal Capital Improvements	6,272,000	80,703	1.3%	17,107,000	2,251,927	13.2%
Transportation Capital Improvements	8,156,000	729,989	9.0%	9,364,000	804,108	8.6%
Traffic in Lieu	507,500	5,589	1.1%	-	-	0.0%
Traffic Impact - Citywide	335,000	198,488	59.3%	-	-	0.0%
Traffic Impact - Pac Ridge	115,000	6,057	5.3%	-	-	0.0%
Total Capital Project Fund*	\$ 16,988,000	\$ 1,893,467	11%	\$ 30,241,519	\$ 3,255,415	11%

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

ENTERPRISE FUNDS

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

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

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

Marina Fund Details

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

Marina Fund Summary of Sources and Uses	2026			2026 YTD Budget vs Actual		2026
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenue						
Charges for Services	\$ 5,133,717	\$ 1,283,429	\$ 933,578	\$ (349,851)	-27%	\$ 4,200,139
Fuel Sales	1,728,300	432,075	139,226	(292,849)	-68%	1,589,074
Miscellaneous Revenues	18,980	4,745	12,622	7,877	166%	6,358
Operating Revenue Subtotal	\$ 6,880,997	\$ 1,720,249	\$ 1,085,425	\$ (634,824)	-37%	\$ 5,795,572
Operating Expense						
Salaries and Benefits	\$ 1,503,387	\$ 313,206	\$ 272,446	\$ (40,760)	-13%	\$ 1,230,941
Supplies	154,225	38,556	17,934	(20,623)	-53%	136,291
Fuel Purchases	1,320,000	330,000	158,251	(171,749)	-52%	1,161,749
Services	781,697	195,424	94,528	(100,896)	-52%	687,168
Services - Interfund	851,099	231,518	231,518	(0)	0%	619,581
Total Operating Expenses (excl. depreciation)	\$ 4,610,408	\$ 1,108,704	\$ 774,677	\$ (334,027)	-30%	\$ 3,835,731
Operating Income/(Loss)	\$ 2,270,589	\$ 611,545	\$ 310,748	\$ (300,797)	-49%	\$ 1,959,841
Non-Operating Revenue						
Interest Income	40,000	10,000	77,440	67,440	674%	(37,440)
Non-operating Revenue Subtotal	\$ 40,000	\$ 10,000	\$ 77,440	\$ 67,440	674%	\$ (37,440)
Non-operating Expense						
Capital Outlay	\$ 880,000	\$ 220,000	\$ 1,093,042	\$ 873,042	397%	\$ (213,042)
Debt Service	1,100,399	0	0	-	0%	1,100,399
Non-operating Expense Subtotal	\$ 1,980,399	\$ 220,000	\$ 1,093,042	\$ 873,042	397%	\$ 887,357
Net Change in Unrestricted Net Position	\$ 330,190	\$ 401,545	\$ (704,854)	\$ (1,106,399)	-276%	\$ 1,035,044

** March is month 3 of 12 = 25%



Surface Water Management (SWM) Fund Details

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

Surface Water Management Fund Summary of Sources and Uses	2026			2026 YTD Budget vs Actual		2026
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenue						
Charges for Services	\$ 5,987,907	\$ 298,229	\$ 346,308	\$ 48,079	16%	\$ 5,641,599
Intergovernmental Revenue	1,408,000	352,000	172,193	(179,807)	-51%	1,235,807
Operating Revenue Subtotal	\$ 7,395,907	\$ 650,229	\$ 518,501	\$ (131,728)	-20%	\$ 6,877,406
Operating Expense						
Salaries and Benefits	\$ 2,145,600	\$ 447,000	\$ 390,070	\$ (56,930)	-13%	\$ 1,755,530
Supplies	128,050	32,013	9,009	(23,003)	-72%	119,041
Services	1,680,955	420,239	411,344	(8,895)	-2%	1,269,611
Services - Interfund	802,344	223,671	223,671	0	0%	578,673
Total Operating Expenses (excl. depreciation)	\$ 4,756,950	\$ 1,122,922	\$ 1,034,094	\$ (88,828)	-8%	\$ 3,722,855
Operating Income/(Loss)	\$ 2,638,957	\$ (472,693)	\$ (515,593)	\$ (42,901)	-9%	\$ 3,154,551
Non-Operating Revenue						
Miscellaneous Revenue	-	-	4,604	4,604	0%	(4,604)
Interest Income	300,000	75,000	83,581	8,581	11%	216,419
Non-operating Revenue Subtotal	\$ 300,000	\$ 75,000	\$ 88,185	\$ 13,185	18%	\$ 211,815
Non-operating Expense						
Capital Outlay	\$ 4,957,000	\$ 1,239,250	\$ 204,279	\$ (1,034,971)	-84%	\$ 4,752,721
Transfers Out to Fund 319 (Transportation Improvements)	88,000	-	-	-	-	88,000
Non-operating Expense Subtotal	\$ 5,045,000	\$ 1,239,250	\$ 204,279	\$ (1,034,971)	-84%	\$ 4,840,721
Net Change in Cash	\$ (2,106,043)	\$ (1,636,943)	\$ (631,687)	\$ 1,005,256	-61%	\$ (1,474,356)

** March is month 3 of 12 = 25%



INTERNAL SERVICE FUNDS

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

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

The City has internal service funds for:

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

Internal Service Funds:	Revenue			Expenditures		
	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget
Equipment Rental Operations	\$ 1,085,106	\$ 191,943	17.7%	\$ 863,329	\$ 142,780	16.5%
Equipment Rental Replacement	1,311,565	248,295	18.9%	1,887,600	278,164	14.7%
Facility Major Repairs	459,150	23,248	5.1%	144,858	14,006	9.7%
Computer Replacement	280,000	53,488	19.1%	455,000	96,665	21.2%
Self Insurance	1,166,720	195,204	16.7%	1,313,220	1,068,013	81.3%
Unemployment Insurance	\$ 55,000	\$ 14,266	25.9%	\$ 50,000	\$ 5,809	11.6%

ATTACHMENT 1 – Sales Tax by Category

SALES TAX SUMMARY
March 2026 (January 2026 Sales)

NAICS	CONSTRUCTION	25 TOTAL	25 YTD	26 YTD	YTD % Diff
236	Construction of Buildings	539,431	108,384	222,288	105.1%
237	Heavy & Civil Construction	159,970	32,371	46,814	44.6%
238	Specialty Trade Contractors	375,033	87,149	72,483	-18.5%
	TOTAL CONSTRUCTION	1,074,474	227,884	341,590	49.9%
	<i>Overall Construction Change from Previous Year</i>				
	MANUFACTURING	25 TOTAL	25 YTD	26 YTD	YTD % Diff
311	Food Manufacturing	1,283	232	770	232.1%
312	Beverage & Tobacco Products	2,396	702	510	-27.4%
313	Textile Mills	79	68	79	17.1%
314	Textile Product Mills	221	44	42	-4.4%
315	Apparel Manufacturing	410	134	155	15.7%
316	Leather & Allied Products	547	130	175	34.7%
321	Wood Product Manufacturing	972	288	187	-30.3%
322	Paper Manufacturing	1,495	71	729	919.5%
323	Printing & Related Support	7,315	3,528	1,183	-66.5%
324	Petroleum & Coal Products	34	9	7	-19.4%
325	Chemical Manufacturing	1,521	275	470	71.2%
326	Plastic & Rubber Products	87	17	17	90.6%
327	Nonmetallic Mineral Products	4,191	670	516	-22.9%
331	Primary Metal Manufacturing	71	-	-	-
332	Fabricated Metal Mfg Products	1,695	426	1,308	347.2%
333	Machinery Manufacturing	2,539	238	206	-12.3%
334	Computer & Electronic Products	10,088	296	233	-21.5%
335	Electric Equipment, Appliances	1,364	40	63	58.9%
336	Transportation Equipment Mfg	18,610	5,728	3,571	-37.7%
337	Furniture & Related Products	2,945	297	628	111.1%
339	Miscellaneous Manufacturing	5,099	1,202	750	-37.6%
	TOTAL MANUFACTURING	63,434	14,375	12,537	-14.0%
	<i>Overall Manufacturing Change from Previous Year</i>				
	TRANSPORTATION & WAREHOUSING	25 TOTAL	25 YTD	26 YTD	YTD % Diff
481	Air Transportation	-	-	-	-
482	Rail Transportation	40	1	10	1264.4%
483	Water Transportation	0	0	-	-100.0%
484	Truck Transportation	5,408	1,278	1,191	-6.8%
485	Transit and Ground Passenger	2	-	3	-
487	Scenic and Sightseeing Trans	-	-	-	-
488	Transportation Support	1,325	616	1,612	161.7%
491	Postal Services	95	23	23	-1.4%
492	Couriers & Messengers	40,373	9,692	11,338	17.0%
493	Warehousing & Storage	295	63	14	-78.5%
	TOTAL TRANSP & WHSNG	47,499	11,673	14,190	21.6%
	<i>Overall Transportation Change from Previous Year</i>				
	WHOLESALE TRADE	25 TOTAL	25 YTD	26 YTD	YTD % Diff
423	Wine Trade-Drumme Goods	160,485	45,080	37,382	-17.7%
424	Wine Trade-Non-drumme Goods	63,818	15,790	11,661	-26.1%
425	Wholesale Electronic Markets	1,199	303	708	133.3%
	WHOLESALE TRADE TOTAL	225,502	61,153	49,750	-18.6%
	<i>Overall Wholesale Change from Previous Year</i>				

NAICS	RETAIL TRADE	25 TOTAL	25 YTD	26 YTD	YTD % Diff
442	Furniture & Home Furnishings	-	-	-	-
443	Electronics & Appliances	-	-	-	-
444	Building Material & Garden	54,312	14,536	8,879	-38.9%
445	Food & Beverage Stores	186,991	43,591	46,158	5.9%
446	Health & Personal Care	-	-	-	-
448	Clothing & Accessories	-	-	-	-
449	Furniture, Home Furnishings, Electronics, and Appliances	148,810	39,500	39,306	-0.5%
451	Sporting Goods, Hobby, Books	-	-	-	-
452	General Merchandise Stores	-	-	-	-
453	Miscellaneous Store Retailers	-	-	-	-
454	Nonstore Retailers	-	-	-	-
455	General Merchandise Retailers	69,371	18,661	21,368	13.4%
456	Health and Personal Care Retailers	50,376	13,347	12,397	-7.1%
457	Gasoline Stations and Fuel Dealers	62,194	16,740	13,775	-17.7%
458	Clothing, Clothing Accessories, Shoe and Jewelry Retailers	53,390	16,504	17,207	7.2%
459	Sporting Goods, Hobby, Musical Instrument, Book, and Misc	707,003	188,939	195,409	3.4%
	TOTAL RETAIL TRADE	1,332,437	351,558	354,499	0.8%
	<i>Overall Retail Change from Previous Year</i>				
	SERVICES	25 TOTAL	25 YTD	26 YTD	YTD % Diff
51*	Information	223,525	52,397	72,656	39.0%
52*	Finance & Insurance	21,662	5,888	3,622	-4.5%
53*	Real Estate, Rental, Leasing	67,413	12,995	15,779	16.8%
541	Professional, Scientific, Tech	123,847	32,706	53,158	62.5%
551	Company Management	798	261	131	-50.1%
56*	Admin. Supp, Remed Svcs	264,593	68,590	75,327	9.8%
611	Educational Services	15,259	4,397	4,397	15.6%
62*	Health Care Social Assistance	9,202	2,021	2,232	15.0%
71*	Arts & Entertainment	39,906	8,430	8,860	5.3%
72*	Accommodation & Food Svcs	448,140	96,554	100,011	3.6%
81*	Other Services	177,926	44,573	40,550	-9.0%
92*	Public Administration	1,219	757	127	-83.3%
	TOTAL SERVICES	1,393,479	328,977	378,560	15.1%
	<i>Overall Services Change from Previous Year</i>				
	MISCELLANEOUS	25 TOTAL	25 YTD	26 YTD	YTD % Diff
000	Unknown	-	-	-	-
111-1115	Agriculture, Forestry, Fishing	688	135	62	-61.2%
211-221	Mining & Utilities	2,528	75	94	25.5%
999	Undescribable Establishments	127,973	27,986	32,338	15.6%
	MISCELLANEOUS TOTAL	131,189	28,196	32,465	15.2%
	<i>Overall Miscellaneous Change from Previous Year</i>				
	GRAND TOTALS	25 TOTAL	25 YTD	26 YTD	YTD % Diff
		4,385,743	1,061,207	1,208,876	13.92%
	<i>Grand Total Change from Previous Year to Date</i>				



1st Quarter 2026 Financial Report

June 25, 2026

Financial Position through March 31

WHAT WE SEE

- General Fund revenues exceeded budget by 3%.
- Expenditures were 0.2% below budget.
- Operating income totaled \$206,729

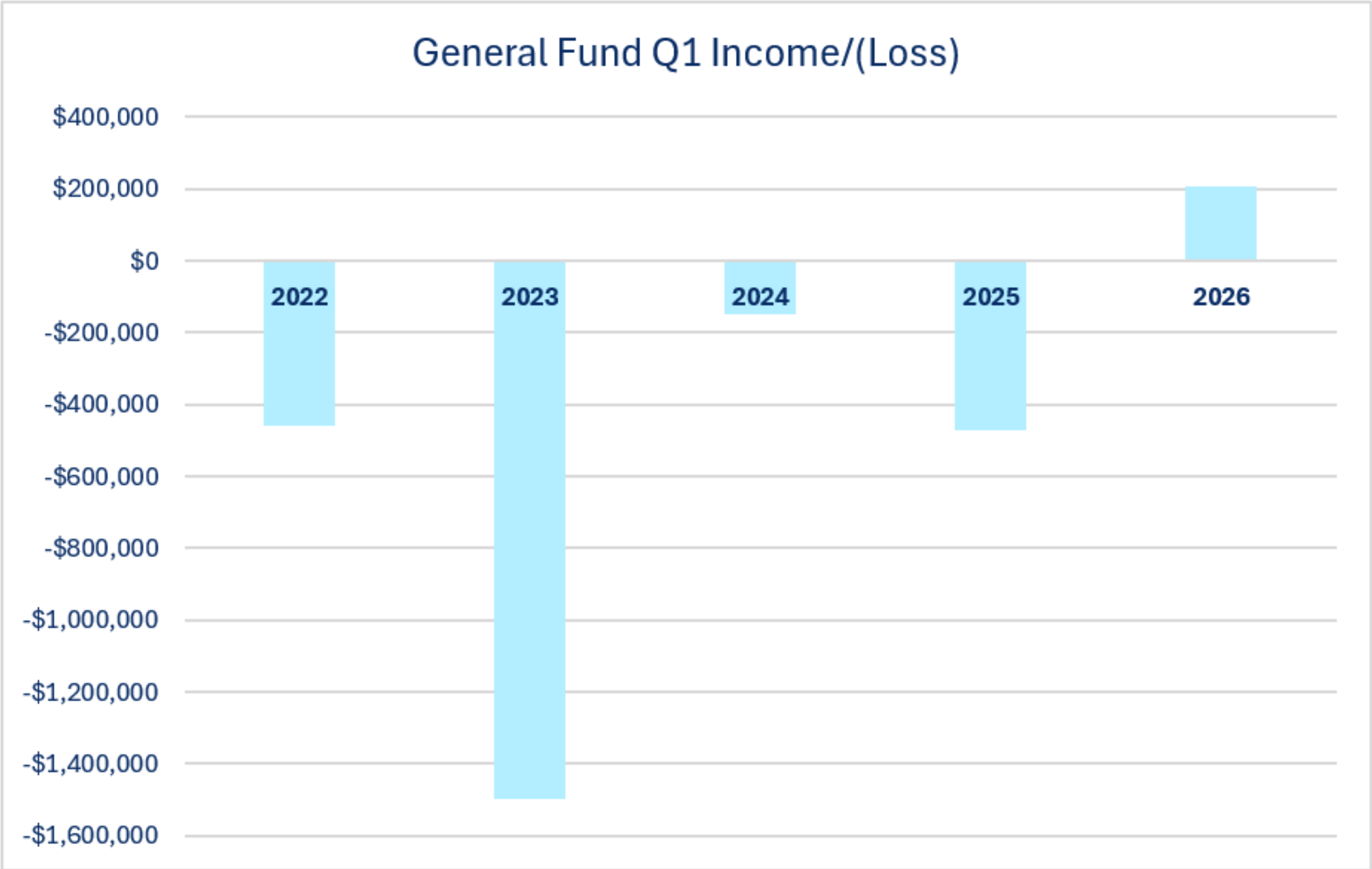
WHY IT MATTERS

- The General Fund is performing slightly better than budget through the first quarter.
- It remains too early to draw conclusions regarding year-end results.

WHAT WE ARE DOING

- Monitoring revenue and expenditure trends.

Financial Position through March 31



One-Time Revenues Remain Strong

WHAT WE SEE

- One-Time Sales Tax totaled \$242,227, exceeding the entire annual budget by \$42,227.
- One-Time B&O Tax totaled \$34,355, representing 45.8% of the annual budget.

WHY IT MATTERS

- Major construction activity is generating significant one-time revenues.
- These revenues improve current-year results but are not a sustainable source of ongoing funding.

WHAT WE ARE DOING

- Continuing to separately track recurring and nonrecurring revenues.

New Public Safety Sales Tax Revenue

WHAT WE SEE

- The City began collecting the Public Safety Sales Tax in 2026.
- First-quarter collections totaled \$44,736.
- Current collections are consistent with achieving the annual budget.

WHY IT MATTERS

- Provides a dedicated revenue source for eligible public safety expenditures.
- Helps offset increasing public safety costs.

WHAT WE ARE DOING

- Evaluating eligible expenditures to maximize the benefit of the new revenue source.

Property Tax Base Expands

WHAT WE SEE

- King County confirmed that improvements on two Business Park parcels will be added to the tax rolls beginning in 2026.
- Additional taxable property may still be identified.

WHY IT MATTERS

- Potential to provide ongoing property tax revenue growth.

WHAT WE ARE DOING

- Working with King County.
- Reviewing additional parcels and omitted-tax opportunities.

Public Defender Cost Pressures

WHAT WE SEE

- Public defender costs totaled \$71,854 through the first quarter.
- Costs are trending above historical levels.

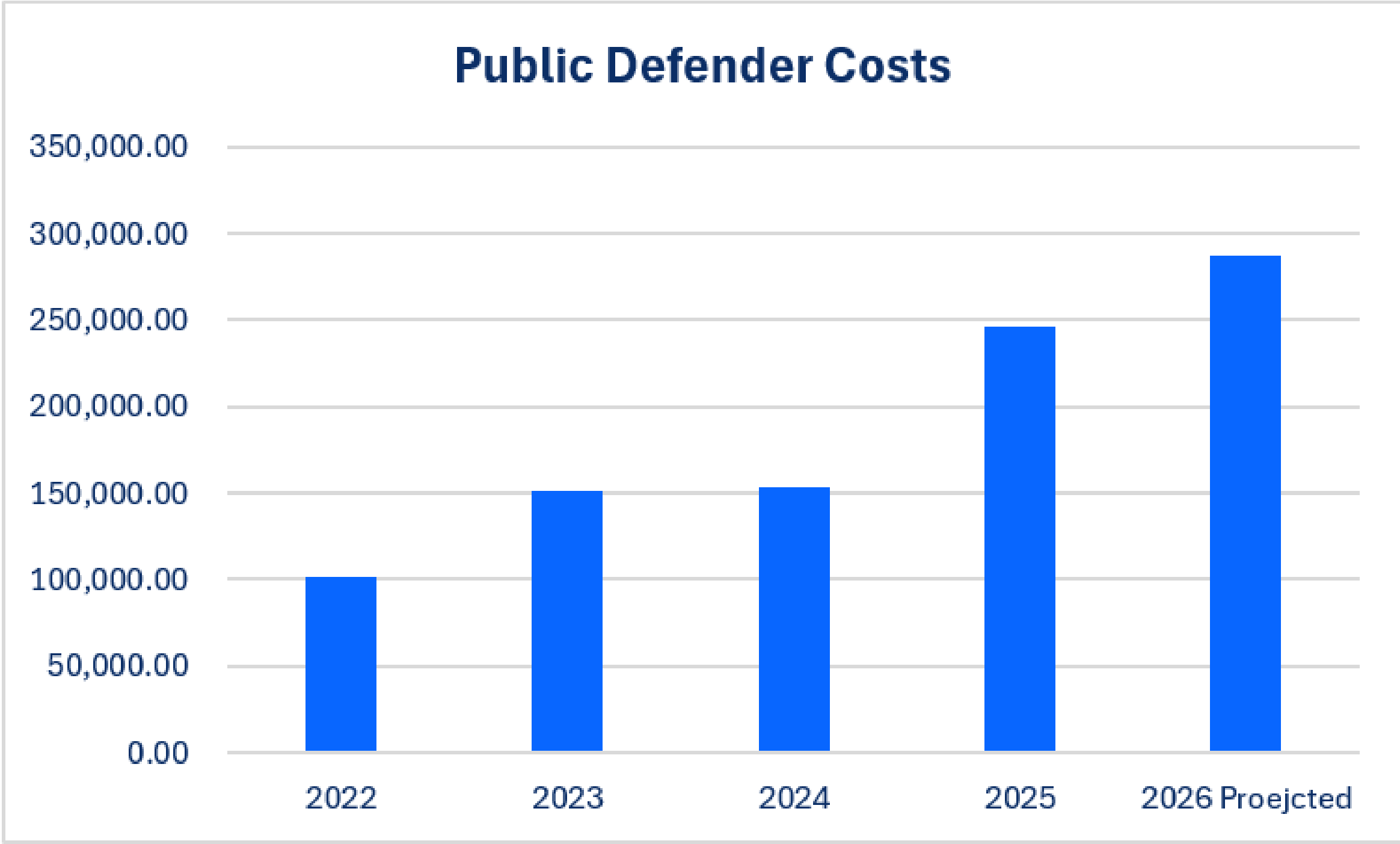
WHY IT MATTERS

- New statewide public defense requirements continue to increase costs.
- No dedicated funding source exists for a portion of these costs.
- Projected actuals exceed budgeted expectations.

WHAT WE ARE DOING

- Monitoring expenditures.
- Evaluating budget impacts and future funding needs.
- Utilizing Public Safety Sales Tax revenues where eligible.

Public Defender Cost Pressures



Revenue Trends Requiring Attention

WHAT WE SEE

- **Regular sales tax** is \$34,886 below the prior year.
- **Red-light camera revenue** is significantly below budget.

WHY IT MATTERS

- Regular sales tax is one of the City's largest recurring revenue sources.
- Collections provide an important indicator of underlying economic activity and future revenue trends.
- Continued flatness or decline could impact future General Fund performance.

WHAT WE ARE DOING

- Monitoring expenditures.
- Evaluating budget impacts and future funding needs.
- Utilizing Public Safety Sales Tax revenues where eligible.

Looking Ahead

OPPORTUNITIES

- Strong development activity
- New Public Safety Sales Tax
- Expanded property tax base

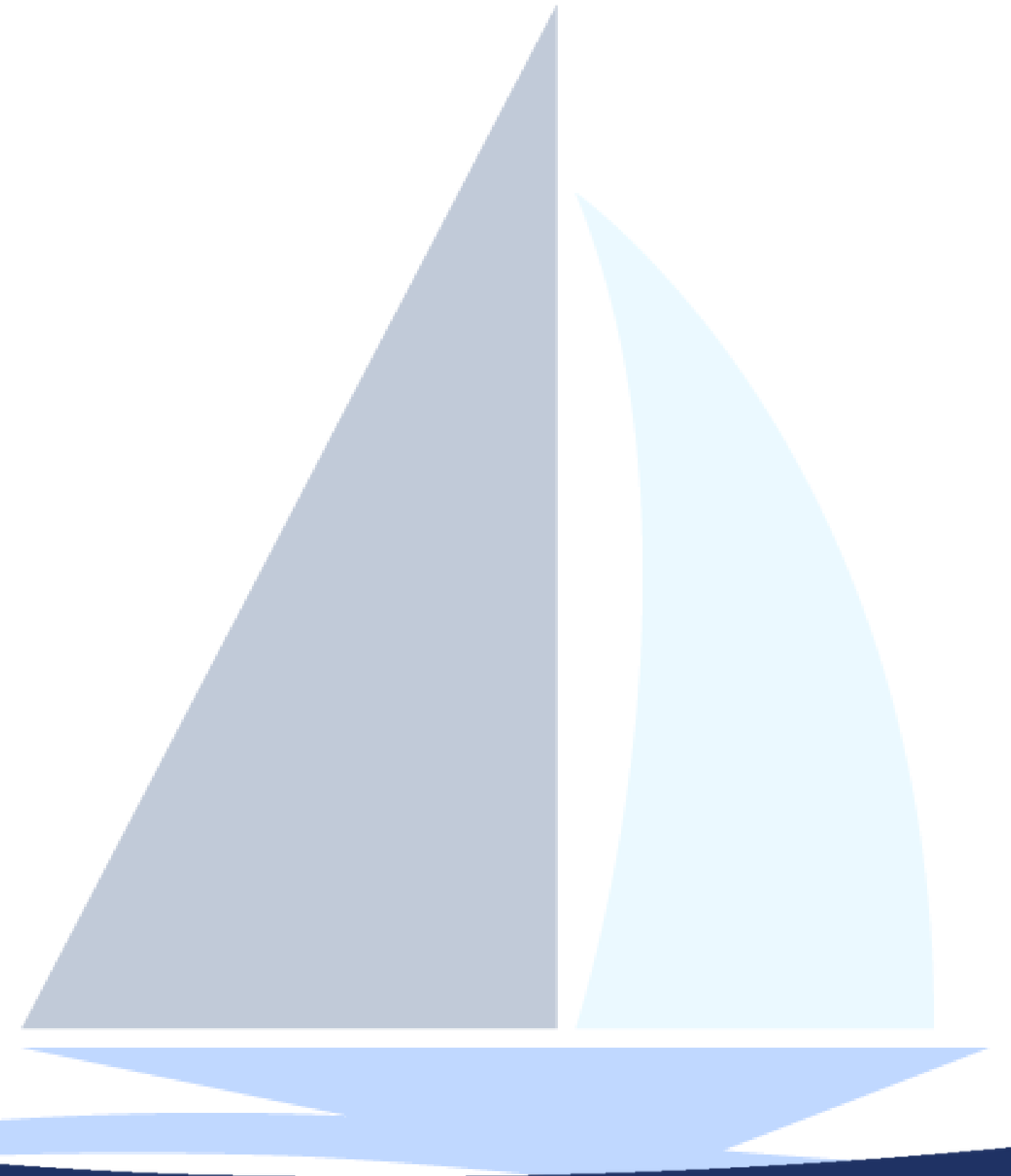
RISKS

- Public defender costs
- Red-light camera revenue decline
- Soft regular sales tax collections
- One-Time Revenue should not fund recurring expenditures

FOCUS AREAS

- Maintain expenditure discipline
- Monitor recurring revenue trends
- Preserve General Fund stability.

QUESTIONS?



APPENDIX



General Fund Revenue

Revenue	2026 YTD Budget	2026 YTD Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Taxes	\$ 4,180,402	\$ 4,089,059	\$ (91,344)	-2%	●
Licenses and Permits	183,965	220,201	36,236	20%	●
Intergovernmental	221,345	241,172	19,826	9%	●
Fees/Charges/Fines	483,935	397,396	(86,539)	-18%	●
Other	646,088	716,161	70,072	11%	●
Non-Recurring (One-Time)	73,590	276,562	202,973	276%	●
Total Revenue	\$ 5,789,325	\$ 5,940,551	\$ 151,226	3%	●



General Fund Expenditures

Summary of Uses	2026 YTD Budget	2026 YTD Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Personnel	3,637,000	\$ 3,628,411	\$ (8,589)	0%	●
Supplies	150,300	186,126	35,826	24%	●
Services	1,577,179	1,532,732	(44,447)	-3%	●
Internal Services	382,143	382,143	-	0%	●
Transfers Out	-	4,410	4,410	0%	●
Total Uses	\$ 5,746,622	\$ 5,733,822	\$ (12,800)	0%	●

Marina Operating Revenue

Revenue	2026 YTD Budget	2026 YTD Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Charges for Services	\$ 1,283,429	\$ 933,578	\$ (349,851)	-27%	●
Fuel Sales	432,075	139,226	(292,849)	-68%	●
Miscellaneous	4,745	12,622	7,877	166%	●
Total Revenue	\$ 1,720,249	\$ 1,085,426	\$ (634,823)	-37%	●

- Monthly moorage was lower than usual due to construction during the dock replacement project
- Fuel sales are typically seasonal

Marina Operating Expenditures

Expenditures	2026 YTD Budget	2026 YTD Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Salaries and Benefits	\$ 313,206	\$ 272,446	\$ (40,760)	-13%	●
Supplies	38,556	17,934	(20,622)	-53%	●
Fuel Purchases	330,000	158,251	(171,749)	-52%	●
Services	195,424	94,528	(100,896)	-52%	●
Services - Interfund	231,518	231,518	-	0%	●
Total Uses	\$ 1,108,704	\$ 774,677	\$ (334,027)	-30%	●

SWM Operations

	2026 YTD Budget	2026 YTD Actuals	\$ Over/(Under) YTD Budget	% Over/(Under) YTD Budget	
Operating Revenue	\$ 650,229	\$ 518,501	\$ (131,728)	-20%	●
Operating Expenditures	(1,122,922)	(1,034,094)	88,828	-8%	●
Total Operating Income/(Loss)	\$ (472,693)	\$ (515,593)	\$ (42,900)	-9%	●

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Strategic Plan Implementation Update: Economic Vitality

ATTACHMENTS:

1. Strategic Plan Implementation Update:
Economic Vitality PowerPoint

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

June 11, 2026

CLEARANCES:

Community Development

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council with an informational update on several initiatives that have recently begun in support of the Economic Vitality goal and associated strategies identified in the City's Strategic Plan.

This update is intended to demonstrate how staff is beginning to implement Council direction and priorities. No action is requested at this time. As these efforts advance, staff will return to the Council with more detailed analyses, stakeholder feedback, findings, recommendations, and opportunities for policy discussion and direction.

Background

Earlier this month, the City Council reviewed the draft Strategic Plan, with formal adoption anticipated in June 2026. The plan was shaped through extensive community engagement, including surveys, focus groups, a community town hall, employee input, and City Council workshops. The result is a shared roadmap that reflects community priorities and establishes a framework for guiding City decisions, investments, and resources over the next five years.

One of the Strategic Plan's six focus areas is Economic Vitality, with the goal that *"Des Moines cultivates a dynamic economy that attracts investment and is sustainable for residents and businesses."* To advance this goal, the Strategic Plan identifies several supporting strategies, including revitalizing downtown, implementing a data-informed economic development strategy, creating an atmosphere that supports business investment, stimulating marina activity, and embracing the Pacific Highway corridor as an integrated community and economic asset.

Discussion

Since the Council retreat, staff has begun advancing several of the Economic Vitality strategies identified in the Strategic Plan. While each initiative addresses a different aspect of economic development, they are intentionally designed to work together to provide the Council with the information, tools, partnerships, and policy options needed to support downtown revitalization, encourage private investment, and strengthen the City's long-term economic sustainability.

The initiatives described below represent several of the implementation actions already underway to advance Council's Economic Vitality priorities.

Economic Development and Downtown Growth Scenarios

Staff have engaged ECONorthwest to assist with a comprehensive evaluation of downtown development opportunities and future growth scenarios. Unlike a traditional market study, this work is intended to help the City better understand what different futures for downtown could look like and the tradeoffs associated with each approach.

The project will develop and evaluate multiple growth scenarios, analyzing factors such as housing and employment capacity, development feasibility, market demand, infrastructure considerations, economic activity, fiscal impacts, and the types of amenities and services that may be supported under different development patterns. The work is intended to help answer important questions regarding the type, scale, and intensity of development that may be necessary to support a vibrant and economically sustainable downtown.

The resulting analysis will provide the City Council and Planning Commission with objective, data-driven information to help inform future discussions regarding land use policy, zoning, density, development standards, and long-term community investment strategies. The intent is not to predetermine outcomes, but rather to ensure future decisions are informed by a clear understanding of opportunities, constraints, costs, and benefits.

This project is currently in its early stages. As work progresses, there will be opportunities for both the City Council and Planning Commission to provide input and help guide the development and evaluation of scenarios. Staff anticipates returning to the Council with future updates, workshops, and presentations as key project milestones are reached.

Business and Property Owner Outreach

To complement the technical analysis being performed by ECONorthwest, the City's Economic Development Consultant, Eernisse Consulting, is launching a targeted outreach effort focused on downtown businesses and property owners. This work is funded through a Port of Seattle Economic Development Partnership Program grant and is intended to ensure that future economic development strategies are informed by those who invest, own property, operate businesses, and create jobs within the community.

The outreach effort will include customized surveys, one-on-one stakeholder conversations, and facilitated roundtable discussions designed to better understand current conditions, opportunities, challenges, and barriers to investment. Topics will include business climate, redevelopment opportunities, customer activity, parking, infrastructure needs, permitting processes, desired amenities, and perspectives regarding the future of downtown Des Moines.

The goal is to move beyond anecdotal feedback and gather meaningful, actionable information from those most directly connected to the local economy. This stakeholder input will complement the market and growth scenario analysis being conducted by ECONorthwest and help identify priorities, opportunities, and focus areas for a future data-informed Economic Development Strategy.

Staff anticipates sharing the results of this outreach effort with the City Council as they become available and incorporating stakeholder feedback into future economic development planning and policy discussions.

Planning Commission Work Plan

The Planning Commission has begun reviewing key zoning districts and development regulations that influence redevelopment opportunities, housing capacity, economic activity, and long-term growth throughout the City. This work will include consideration of potential code updates and regulatory changes that may support the City's economic vitality goals while balancing community character, livability, and quality of life.

As the ECONorthwest analysis and stakeholder outreach efforts progress, information generated through those initiatives may help inform future Planning Commission discussions regarding land use policy, development standards, and implementation strategies.

Multi-Family Tax Exemption Program Analysis

The Multi-Family Tax Exemption (MFTE) Program is a Washington State tool that allows cities to encourage new multifamily housing development and greater residential density in targeted areas by providing a temporary property tax exemption on the residential improvements of qualifying projects. Cities can strategically designate specific neighborhoods, commercial districts, or redevelopment areas where they want to promote housing growth, support economic development, and advance community planning goals.

City staff have begun evaluating this program and plan to bring a future presentation to the Council outlining how it works, potential implementation options, and its benefits and considerations. If desired, the MFTE program could serve as an additional tool to encourage multifamily housing development and greater residential density in targeted areas such as downtown.

Vacant Commercial Space Registration

The Community Development Department has begun researching options for a vacant

commercial space registration program as requested by the City Council. Such programs are used by some jurisdictions to better understand commercial vacancy trends, encourage property maintenance, identify barriers to occupancy, and support redevelopment efforts.

Staff anticipates bringing draft concepts and recommendations to the Council for discussion in fall 2026.

Marine View Drive (SR-509) Turnback Planning

Later this year, staff anticipates beginning more substantive discussions with the Washington State Department of Transportation regarding the future transfer of Marine View Drive (SR-509) to City ownership and control.

Marine View Drive serves as one of the City's most important transportation and commercial corridors and represents a significant long-term opportunity to shape the future character and functionality of downtown and the waterfront. As discussions move forward, the City will have an opportunity to explore how the corridor can better support economic development, mobility, safety, and community goals.

While discussions remain in the early stages, staff will continue to keep the City Council informed as planning progresses and opportunities for policy discussion emerge.

Pacific Highway Opportunity Zone Designation

Strengthening the Pacific Highway corridor was also identified by the Council as an important Economic Vitality strategy. Staff recently submitted an application requesting that Census Tract 53033028902 be designated as an Opportunity Zone by the Governor. If approved, the designation would create an additional tool to attract private investment and redevelopment within a strategically important area located between Seattle-Tacoma International Airport and major regional employment centers.

Combined with future transit-oriented development opportunities, proximity to light rail, and access to regional transportation networks, an Opportunity Zone designation could help encourage new private investment and support long-term revitalization efforts along the Pacific Highway corridor.

Looking Ahead

These initiatives are not standalone efforts. Together, they are intended to provide the Council with the information, stakeholder input, policy tools, and implementation options needed to advance the Economic Vitality goals identified in the Strategic Plan.

As this work progresses, staff will return to the Council with findings, recommendations, and opportunities for policy direction. The ultimate objective is to equip the Council with the data and tools necessary to make informed decisions regarding downtown revitalization, economic development, redevelopment opportunities, housing, and long-term community investment.



Strategic Plan Implementation Update: Economic Vitality

June 25, 2026



Economic Vitality: From Strategic Plan to Implementation

Goal: *Des Moines cultivates a dynamic economy that attracts investment and is sustainable for residents and businesses.*

- Tonight's presentation is an overview of implementation activities underway
- More updates and decision points to come





ECONOMIC VITALITY





Des Moines cultivates a dynamic economy that attracts investment and is sustainable for residents and businesses.

Strategies

- Implement a data-informed Economic Development strategy with clear priorities, opportunities, and focus areas that leverage the City's location and unique amenities.
- Revitalize downtown to be vibrant and provide a range of amenities that meet the needs and wants of a growing community.
- Stimulate a marina that is the treasure of Des Moines, where the beauty, activities, and events attract locals and visitors.
- Create an atmosphere where Des Moines is recognized as a great place for business investment.
- Embrace the Pacific Highway corridor as an integrated community and economy to support complementary redevelopment.





Land Use 	Market Conditions 	Tools 	Infrastructure 
ECONorthwest Downtown Planning Growth Scenarios	Business & Property Owner Outreach	MFTE Analysis	Marine View Drive/ 509 Turnback Planning
Vacant Commercial Space Registration		Opportunity Zone Designation (Pac Hwy)	
Planning Commission Zoning Code Review			
Future Zoning & Development Standards			

Land Use:

ECONorthwest Downtown Growth Scenarios

- Evaluate future downtown growth scenarios
- Consider why development has occurred the way it has and what future constraints exist
- Identify policy tradeoffs (i.e. flexibility vs ground floor commercial, height vs. views)
- Guidance and involvement throughout from Planning Commission & City Council
- Public engagement for scenario evaluation

Outcome: Data-driven information to support future Council decisions



Vacant Commercial Space Registration:

- Staff will brief Council and provide options
- Better understand commercial vacancies
- Identify barriers to occupancy and redevelopment

Outcome: Additional tools to support private investment, redevelopment and economic activity



Planning Commission Work Program:

- Current and future review of:
 - Zoning districts
 - Development regulations
 - Housing capacity
 - Redevelopment opportunities
 - Development standards

Outcome: Regulatory environment that supports Council's Economic Vitality goals while balancing community character and quality of life



Future Policy Discussions

Potential Council consideration:

- Land use policy- zoning
- Downtown density
- Development standards

Outcome: Regulatory environment that supports Council's Economic Vitality goals while balancing community character and quality of life

Market Conditions:

Business & Property Owner Outreach:

- Port of Seattle grant
- Survey and roundtables to understand opportunities, challenges, barriers to investment
- Incorporate what is learned into other initiatives

Outcome: Stakeholder-informed Economic Development Strategy

Tools:

Multi-Family Tax Exemption (MFTE) Analysis:

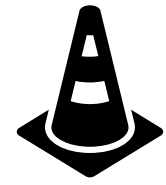
- Tool that allows cities to encourage new multifamily housing and greater density in targeted areas by granting temporary property tax exemption
- Will provide Council with information on how it works, benefits and considerations

Outcome: Additional tools to support private investment, redevelopment and economic activity



Opportunity Zone Designation (Pac Hwy tract)

- Application has been submitted, decision January 2027
- Attract private capital and redevelopment to specific tract
- Complement future transit-oriented development opportunities



Infrastructure:

Marine View Dr. (SR-509) Turnback Planning

- Explore future ownership and control of a key economic corridor
- Long-term opportunity to shape downtown and waterfront character
- Begins late 2026

Outcome: Future policy and redevelopment opportunities



Next Steps:

- **Summer/ Fall:**
 - Business & Property Owner Outreach
 - ECONorthwest scenario development
 - MFTE presentation & policy discussion
- **Winter:**
 - Opportunity Zone determination
 - Marine View Dr. turnback discussions
 - Vacant Commercial Space Program concepts
 - Planning Commission recommendations

Questions



Des Moines

WATERLAND CITY

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Proposed Letter to Port of Seattle Commissioners

ATTACHMENTS:

1. Draft Port Letter

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

CLEARANCES:

Purpose and Recommendation

The purpose of this item is for the City Council to review and provide feedback regarding the Mayors of Burien, Des Moines and SeaTac sending a joint response letter to the Seattle Times.



JOINT LETTER

City of Burien | City of Des Moines | City of SeaTac

June ##, 2026

Port of Seattle Commissioners

2711 Alaskan Way

Seattle, WA 98121

Dear Port Commissioners:

The Port of Seattle has a stated commitment to working with surrounding communities, championing the environment, and remaining accountable. As your neighbors in Burien, Des Moines, and SeaTac, we celebrate and stand behind these shared values.

What we are unable to stand behind is the suggestion that airport growth, as outlined in Sustainable Airport Master Plan (SAMP) Near-Term Projects (NTPs), will have no significant impact on surrounding communities.

We recognize that growth in air travel demand is anticipated and that continued investment in airport infrastructure may be necessary. Precisely because this growth is expected, it is critical that the Port fully understand, disclose, and where feasible mitigate the resulting impacts on surrounding communities before decisions are made.

Travelers do not just appear at the airport. They journey there and back through cities like ours, using infrastructure we maintain and are kept safe by emergency services we fund. Airport operations directly affect surrounding communities through aircraft noise, air quality impacts, traffic, and demands on local infrastructure and services. Residents, businesses, and local governments experience these impacts every day, making it essential that they be fully evaluated and addressed through the environmental review process.

What does increased airport capacity mean for a city next door, such as Burien, that suffers all the negative impacts but virtually none of the jobs or revenue? For a neighborhood under the flight path that can't safely site a critically needed childcare or senior care home? For community members who must stop talking until a plane and its roaring engine pass over?

We recognize the importance of the airport for the local and regional economy. While there is a clear need to address increasing operational efficiency, capacity, and safety of airport operations, decisions regarding airport growth must account for and prioritize centering the communities that experience the greatest impact.

The environmental review must also fully evaluate the disproportionate impacts borne by historically disadvantaged and airport-adjacent communities. Many residents living closest to airport operations already experience higher levels of aircraft noise, air pollution, traffic congestion, and associated health burdens. These impacts should be thoroughly analyzed and considered in decision-making.



JOINT LETTER

City of Burien | City of Des Moines | City of SeaTac

One concrete way the Port can convert its stated commitments from words into action is to allow for enough time for the Cities and the communities they serve to adequately review, digest, and provide thorough and useful comments on the SAMP's State Environmental Policy Act (SEPA) Draft Environmental Impact Statement (DEIS).

With thousands of pages packed full of highly complex and technical language developed over the course of several years, 60 days is insufficient for meaningful, coordinated, and thoughtful review. ***This comment period must be extended to no less than 120 days.*** Providing additional time will improve the quality of public input, support a more robust and transparent review process, and help ensure that decisions regarding airport growth are informed by the perspectives of the communities most affected by those decisions.

We must collectively acknowledge that the SAMP Near-Term projects will have real and measurable significant impacts on the communities surrounding the airport, and those impacts warrant meaningful evaluation, avoidance where feasible, and mitigation when impacts cannot be avoided.

Right now, we have a valuable opportunity to navigate through shared challenges to find collaborative solutions that equitably meet the needs of the Port, neighboring jurisdictions, and the communities within them.

Our three Cities look forward to working with the Port of Seattle in seizing this opportunity and ensuring equitable outcomes for all.

Sincerely,

*Burien Mayor
Sarah Moore*

*Des Moines Mayor
Yoshiko Grace Matsui*

*SeaTac Mayor
Mohamed Egal*

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Approval of Vouchers

ATTACHMENTS:

- 1. Vouchers

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

DATE SUBMITTED:

June 15, 2026

CLEARANCES:

City Clerk
Finance

Purpose and Recommendation

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

Suggested Motion:

"I move to approve the payment vouchers through June 10, 2026, and payroll transfers through June 5, 2026, in the attached list and further described as follows:"

EFT Vendor Payments	#13720 - #13790	\$ 1,468,346.03
Wires	#3346 - #3360	\$ 1,336,931.55
Accounts Payable Checks	#167541 - #167548	\$ 111,654.24
Voided Checks	#167298	(\$ 70.14)
Payroll Checks	#20072 - #20073	\$ 1,278.58
Payroll Advice	#17747 - #17909	\$ 522,947.07
Total Checks and Wires for A/P & Payroll:		\$ 3,441,457.47

Background

City Council review and approval of voucher reports is a key internal control that

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

Discussion

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

Alternatives

Financial Impact

As described above.

Recommendation

Approval of vouchers.



Voucher Certification Approval
June 25, 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 **June 26, 2026** the Des Moines City Council unanimously approved for payment the vouchers through June 10, 2026 and payroll transfers through June 5, 2026 as detailed in the attached list.

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

Jeff Friend, Finance Director

		# From	# To	Amounts
Claims Vouchers:				
EFT's		13720	13790	1,468,346.03
Wires		3346	3360	1,336,931.55
Checks		167541	167548	111,654.24
Voided AP Checks			167298	(70.14)
Total Vouchers paid				2,916,931.82
Payroll Vouchers				
Payroll Checks		20072	20073	1,278.58
Payroll Advice	6/5/2026	17747	17909	522,947.07
Total Paychecks & Direct Deposits				524,225.65
Total checks and wires for A/P & Payroll				3,441,157.47

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: NFC Northwest Telecommunications Franchise Agreement - First Reading

ATTACHMENTS:

1. Draft Ordinance 26-055 Franchise Agreement
2. Des Moines Build Plan
3. NFC Northwest Company info

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Legal

DATE SUBMITTED:

June 15, 2026

CLEARANCES:

City Clerk

Public Works

Purpose and Recommendation

The purpose of this agenda item is for the City Council to conduct a first reading of a telecommunications Franchise Agreement with NFC Northwest, LLC for the installation of fiber optic facilities in City right-of-way.

Suggested Motion:

Motion: "I move to pass Draft Ordinance No. 26-055 regarding a telecommunications Franchise Agreement with NFC Northwest, LLC, to a second reading on July 9, 2026."

Background

A franchise agreement authorizes an entity to make use of the city streets for the purpose of carrying on the business in which it is generally engaged, that is, of furnishing service to members of the public. The grant of a franchise is a special privilege that allows particular individuals to profit from the use of the city streets in a manner not generally available to the public as a common right. The legislature has granted authority to cities to grant a nonexclusive franchise. RCW 35A.47.040. Once granted, a franchise is a contract which is binding on both the grantor and the grantee.

NFC Northwest submitted a telecommunications franchise application in May 2026, seeking to deploy fiber optic cables and equipment in City right-of-way to provide voice and data service to businesses and residential customers.

The City has a standard telecommunications franchise template that was used as the basis for this agreement.

Over the last two years, the City has approved several telecommunications franchise agreements with different providers, including Ezee Fiber, Hyper Fiber and Forged Fiber. This influx of private companies providing fiber service to residential customers was in response to a demand from Des Moines residents for more competition and options from internet providers. These franchise agreements have resulted in lower prices and enhanced service options for many of our residents. Although this has been a long-term positive, some short-term impacts have arisen during the construction phases of fiber installation, including right-of-way disruptions. Although some construction impacts are unavoidable, the City has learned from the challenges of initial deployments and is now working more cohesively with fiber providers to insure adequate notice to neighbors and to limit disturbances. Additionally, the City is utilizing third party consultants to assist with the increased workload (costs paid by telecom providers) to further reduce negative impacts from short-term construction and installation.

Discussion

The key terms of the franchise agreements are detailed below. The terms of the agreements are consistent with the approved telecommunications franchises previously issued by the City.

1. Franchise Term: The term of the Franchise is for 10 years. After 5 years, if either party identifies a specific issue that needs to be addressed, the parties are required to meet to negotiate. This language requires the parties to discuss such issues in good faith at the half-way mark of the 10 year term. The term will extend another 10 years unless either party notifies the other in writing 180 days before the end of the Agreement.
2. Relocation: NFC Northwest is solely responsible for relocation costs unless state law requires otherwise. RCW 35.99.060 applies specifically to telecommunications franchises and requires cities to share in some relocation costs for specific instances where a city requires relocation for a private party's benefit or if a city requires relocation twice within a 5 year period.
3. Right of Way Management, Planning, and Operations: The Franchise reflects current City practice. NFC Northwest is required to follow City permitting processes prior to installation of facilities or any work in the right-of-way.
4. Indemnification and Insurance: The Agreement provides that NFC Northwest will indemnify the City for actions of the company or their agents. NFC Northwest is required to maintain \$5,000,000 in automobile and general liability insurance coverage. This coverage exceeds any reasonably expected liability that could occur from this Agreement.

5. Franchise Fee: NFC Northwest will pay the City a one-time franchise fee of \$5,000. This flat fee is consistent with RCW 35.21.860 which requires that a franchise fee be limited to the actual administrative expenses incurred by the City in the negotiation of the franchise. This amount will reimburse the City for the staff costs of the negotiations over the last several months.

6. Taxes: Under DMMC 3.68.060(3) the City imposes a 6% tax on telephone businesses. To the extent that revenue is received from the installation of these facilities, the City will receive 6%.

7. Abandonment: The Franchise requires that NFC Northwest remove any facilities that have been abandoned in the right of way at their own expense. The City has the option to allow them to be abandoned in place or removed.

8. Vacation: The proposed language is an accurate reflection of current practice and does not restrict the City's authority to vacate a right of way. The Agreement requires the City to notify NFC Northwest of a vacation so that they can obtain an easement if one is needed.

9. Collaboration on City projects: This Agreement expressly calls out RCW 35.99.070 which requires a service provider that is operating in public right-of-way to provide the City with additional duct or conduit for the City's purposes. The City would receive this benefit at cost under the Franchise Agreement.

10. Additional Terms: The majority of the remainder of the Agreement is boilerplate legal language. All language and terms have been thoroughly reviewed and negotiated and the City's interests are protected throughout these Agreements.

Alternatives

1. Pass the Draft Ordinance to a second reading.
2. Do not pass the Draft Ordinance and provide rationale for not passing.

Financial Impact

The City will receive an initial \$5,000 to cover the City's costs of the negotiation of this Franchise Agreement. Additionally, the City will receive all permitting costs for work to be conducted and any additional staffing time that is spent administering this Agreement can be billed to NFC Northwest.

Finally, the City will receive 6% utility tax on the telephone business conducted by NFC Northwest.

Recommendation

Pass the Draft Ordinance to a second reading.

DRAFT ORDINANCE NO. 26-055

AN ORDINANCE OF THE CITY OF DES MOINES granting a non-exclusive Franchise to construct, install, operate, maintain, repair, or remove telecommunications facilities within the public ways of the City of Des Moines ("City") to NFC Northwest, LLC ("Grantee"). Grantee's telecommunications facilities shall not include antennas and support structures specifically for attaching antennas that are used for personal wireless communications services. The City and Grantee are sometimes hereinafter collectively referred to individually as a "party" and collectively as the "parties."

WHEREAS, NFC Northwest, LLC is a competitive telecommunications company providing telecommunication services, including voice, internet and data services, which desires to occupy the City of Des Moines rights-of-ways to install, construct, operate, and maintain its telecommunications facilities and network for the purpose of providing services to its customers at locations within the City, and

WHEREAS, the Grantee has represented to the City that it provides internet access services or acts as a service provider as such term is defined in RCW Section 35.99.010, and

WHEREAS, Grantee has applied to the City for a non-exclusive telecommunications service franchise to enter, occupy, and use public ways to construct, install, operate, maintain, and repair telecommunications facilities to offer and provide telecommunications service for hire, sale, or resale in the City, and

WHEREAS, the City is authorized by applicable law to grant one or more nonexclusive franchises within the boundaries of the City, and

WHEREAS, the 1934 Communications Act, as amended relating to telecommunications providers recognizes and provides local government authority to manage the public rights-of-way and to require fair and reasonable compensation on a competitively neutral and nondiscriminatory basis, and

WHEREAS, a franchise does not include, and is not a substitute for any other permit, agreement, or other authorization required by the City, including without limitation, permits

required in connection with construction activities in public ways which must be administratively approved by the City after review of specific plans, and

WHEREAS, Grantee shall be responsible for its actual costs in using, occupying and repairing public ways, and

WHEREAS, the City and Grantee desire to effectuate good coordination of the use of the rights-of-way, and

WHEREAS, the City Council finds that the franchise terms and conditions contained in this Ordinance are in the public interest; now therefore,

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

Sec. 1. Definitions.

(1) **Use of words and phrases.** For the purposes of this Franchise, the following terms, phrases, words, and their derivations will have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Words not defined will have the meaning ascribed to those words in the Des Moines City Code (DMMC), or in the Federal Communications Act of 1934 as amended, unless inconsistent herewith. The headings contained in this Franchise are to facilitate reference only, do not form a part of this Franchise, and shall not in any way affect the construction or interpretation hereof. The words "shall," "will," and "must" are mandatory, and the word "may" is permissive or directory.

(2) "Abandonment" means the disconnection by the Grantee of specific Facilities from the telecommunications system.

(3) "Affiliate" means any Person who owns or controls, is owned by or controlled by, or is under common ownership or control with Grantee.

(4) "Cable Act" means the Cable Communications Policy Act of 1984 as amended and as may be amended from time to time during the term of this Franchise (47 U.S.C. § 521 et seq., as amended).

(5) "Cable service" means the one-way transmission to subscribers of video programming or other programming service and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

(6) "City Council" means the governing body of the City.

(7) "Communications" means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

(8) "Communications applications fees and charges" includes fees and charges connected to right-of-way management, construction permit, permit design fee, building permit, encroachment permit, inspections and pavement restoration.

(9) "Communications service" means the offering of communications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

(10) "Communications system" or "system" means only those facilities necessary for Grantee to provide Communications services.

(11) "Conduit" means optical cable housing, jackets, or casing, and pipes, tubes, or tiles used for receiving and protecting wires, lines, cables, and communication and signal lines.

(12) "Costs" means costs, expenses, and other financial obligations of any kind whatsoever.

(13) "Dark fiber" means properly functioning optical cable which is not used or available for use by Grantee or the general public, but may be made available for use under lease to third parties.

(14) "Effective date" means five days following the publication of this Franchise or a summary thereof occurs in an official newspaper of the City as provided by law.

(15) "Emergency" means a condition of immediate and imminent danger to the health, safety, and welfare of property or persons located within the City including, without limitation, damage to persons or property from natural consequences, such as storms, earthquakes, riots or wars.

(16) "Facilities" means, collectively, any and all telecommunications transmission systems and appurtenances owned by Grantee, now and in the future, in the Franchise Area, including, but not limited to, wire, radio, optical cable, electromagnetic or other similar types of equipment and related appurtenances in any way comprising part of the System.

(17) "FCC or Federal Communications Commission" means the agency as presently constituted by the United States Congress or any successor agency with jurisdiction over telecommunications service matters.

(18) "Fiber optic" means a transmission medium of optical fiber cable, along with all associated optronics and equipment, capable of carrying telecommunication service by means of electric light-wave impulses.

(19) "Franchise area" means the area within the jurisdictional boundaries of the City, including any annexed areas, to be served by Grantee as specified in this Franchise.

(20) "Gross Revenues" means all gross revenues received by Grantee or its affiliates from the provision of intrastate telephone business activities in the City of Des Moines, as described in Utility Tax below.

(21) "Incremental costs" means the actual and necessary costs incurred which exceed costs which would have otherwise been incurred.

(22) "Optical cable" means wires, lines, cables and communication and signal lines used to convey communications by fiber optics.

(23) "Open Video System" means a facility consisting of a set of transmission paths and associated signal generation, reception and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple subscribers within a community, provided that the Federal Communications Commission has certified that such system complies with 47 CFR 76.1500 et seq.

(24) "Person" means any individual, firm, partnership, association, joint stock company, trust, corporation, company, governmental entity.

(25) "Public ways or rights-of-way" includes the surface, the air space above the surface, and the area below the surface of any public street, highway, parkway, circle, lane, alley, sidewalk, boulevard, drive, bridge, tunnel, easement or similar property in which the City holds any property interest or exercises any rights of management or control and which, consistent with the purposes for which it was acquired or dedicated, may be used for the installation, repair, and maintenance of a Telecommunication System. No reference in this Franchise to a public right-of-way shall be deemed to be a representation or guarantee by the City that its interests or other rights in such property are sufficient to permit its use for the installation, repair, and maintenance of a Telecommunication System, and the Grantee shall be deemed to gain only those rights which the City has the undisputed right and power to give. For this Franchise, public ways and rights-of-way are limited to the areas above the ordinary high water mark of Puget Sound.

(26) "Route map" means a geographic representation of the Grantee's Telecommunication System as it exists within the public right-of-way and within private easements in the Franchise area.

(27) "Subscriber" means any Person who or which purchases, leases, rents, obtains or subscribes to Telecommunications Service provided by Grantee by means of or in connection with the Grantee's Telecommunications System.

(28) "Telecommunications" means the transmission, between or among points specified by the user, of information of the user's

choosing, without change in the form or content of the information as sent and received.

(29) "Telecommunications applications fees and charges" includes fees and charges connected to right-of-way management, construction permit, permit design fee, building permit, encroachment permit, inspections and pavement restoration.

(30) "Telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used. Telecommunications service shall also include offering Internet access, private line service, front- and back-haul transport and/or leasing dark fiber directly to the public or third parties.

(31) "Telecommunications system" or "system" means only those facilities necessary for Grantee to provide Telecommunications service.

(32) "Underground facilities" means facilities located under the surface of the ground, other than underground foundations or supports for overhead facilities.

(33) "Utility poles" means poles, and crossarms, devices, and attachments directly affixed to such poles which are used for the transmission and distribution of electrical energy, signals, or other methods of communication.

(34) "Wireless Communications Facilities" means the site, wireless communications support structures, antennas, accessory equipment structures, and appurtenances used to transmit, receive, distribute, provide or offer personal wireless communications services. Wireless communications facilities include, but are not limited to antennas, poles, towers, cables, wires, conduits, ducts, pedestals, vaults, buildings, and electronic switching equipment.

Sec. 2. Franchise - Grant of authority.

(1) **Use of public rights-of-way.** There is hereby granted to Grantee the right and privilege, to have, acquire, construct, reconstruct, upgrade, repair, maintain, use, and operate in the

City a Telecommunications System, and to have, acquire, construct, reconstruct, repair, maintain, use, and operate in, over, under, and along the present and future Public rights-of-way of the City all necessary Facilities, including without limitation, desirable wires, cables, electronic conductors, underground conduits, vaults, and other structures and appurtenances necessary for the construction, maintenance, and operation of Grantee's Telecommunications system in the Franchise Area. Grantee or Affiliates shall not install or construct facilities within the City's Public Rights-of-Way which are not authorized by this Franchise or lawfully allowed by applicable local, state, or federal law.

(2) **Additional services/compensation.** By granting this Franchise, the City does not waive and specifically retains any right to regulate and receive compensation as allowed by law for services offered over the Telecommunication system which are not Telecommunication services. Upon request, Grantee shall inform City of any non-Telecommunication and/or Telecommunication services offered over the Telecommunication system of which Grantee or its Affiliates are aware. By accepting this Franchise, Grantee does not waive any right it has under law to challenge the City's requirement for authorization to provide non-Telecommunication Services.

(3) **Responsibility for costs.** Except as expressly provided otherwise, any act that Grantee is required to perform under this Franchise shall be performed at Grantee's cost. If Grantee fails to perform work that it is required to perform within the time provided for performance or a cure period, the City may perform the work and bill the Grantee for documented costs. The Grantee shall pay the amounts billed within thirty (30) days. The parties agree that any amounts paid pursuant to this Section are not Franchise fees and fall within one or more of the exceptions to the definition of Franchise fee under federal law. Nothing in this section is intended to affect in any way (by expansion or contraction) Grantee's rights under applicable law governing the ability to impose any costs, including but not limited to the rates charged.

(4) **Publication costs.** Any and all costs of publication related to this Franchise which may be required by law or action of City Council shall be borne by Grantee. Any

payments made by the City under this provision are to be reimbursed to the City within thirty (30) days of Grantee's receipt of the invoice.

(5) **Franchise non-exclusive.** The rights, privileges of any franchise granted pursuant to chapter 20.04 of the Des Moines Municipal Code (DMMC) shall be nonexclusive. This Franchise shall not be construed as any limitation upon the right of the City, through its proper officers, to grant to other persons or corporations, including itself, rights, privileges or authority the same as, similar to or different from the rights, privileges or authority herein set forth, in the same or other streets and public ways by Franchise, permit or otherwise. The City shall not authorize or permit any Person providing telecommunications services to enter into the Public rights-of-way in any part of the City on terms or conditions that, when viewed collectively, are generally more favorable or less burdensome to such Person than those applied to the Grantee pursuant to this Franchise.

(6) Nothing in this Franchise excuses Grantee of its obligation to identify its facilities and proposed facilities and their location or proposed location in the public ways and to obtain use and/or development authorization and permits from the City before entering, occupying, or using public ways to construct, install, operate, maintain, repair, or remove such facilities.

(7) Nothing in this Franchise excuses Grantee of its obligation to comply with applicable codes, rules, regulations, and standards subject to verification by the City of such compliance.

(8) Nothing in this Franchise shall be construed to limit taxing authority or other lawful authority to impose charges or fees, or to excuse Grantee of any obligation to pay lawfully imposed charges or fees. Notwithstanding any other provision of this Franchise, nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may lawfully be assessed on Franchisee's business activities under this Franchise under applicable law.

(9) Nothing in this Franchise grants authority to Grantee to impair or damage any City property, public way, other ways or other property, whether publicly or privately owned.

(10) Nothing in this Franchise shall be construed to create a duty upon the City to be responsible for construction of facilities or to modify public ways to accommodate Grantee's facilities.

(11) Nothing in this Franchise shall be construed to create, expand, or extend any liability of the City to any third party user of Grantee's facilities or to otherwise recognize or create third party beneficiaries to this Franchise.

(12) Nothing in this Franchise shall be construed to permit Grantee to unlawfully enter or construct improvements upon the property or premises of another.

(13) Nothing in this Franchise grants authority to Grantee to enter, occupy or use City property, nor to install or construct facilities within the City's Public rights-of-way which are not authorized by this Franchise or lawfully allowed by applicable local, state, or federal law.

(14) Nothing in this Franchise grants authority to Grantee to provide or offer cable service as cable service is defined in 47 U.S.C. § 522(6), Open Video System services. This Franchise does not relieve Grantee of any obligation it may have to obtain from the City separate authorization to provide Cable or Open Video System services, or relieve Grantee of its obligation to comply with any such authorizations that may be lawfully required.

(15) Grantee may use its facilities authorized by this Franchise to provide telecommunications service only as expressly provided in this Franchise.

Sec. 3. Term evaluation, and renewal.

(1) This Franchise shall run for a period of ten (10) years unless extended or terminated sooner as hereinafter provided. This Franchise shall commence after the effective date of this Franchise and in accordance with the written acceptance requirements herein.

(2) Should the Parties fail to formally renew this Franchise prior to the expiration of the ten (10) year renewal period, the Franchise shall automatically continue on a month to month period until renewed or either party gives written notice at least one hundred and eighty (180) days in advance of intent not to renew the Franchise.

(3) On the fifth (5th) anniversary of this Franchise, if either party identifies one or more specific issues that the party believes may require a reevaluation of one or more of the material terms of this Franchise, the Parties agree to discuss such issues diligently and in good faith. Notwithstanding the foregoing, either party may at any time during the term of this Franchise, request a clarification of a term, or seek an amendment to, this Franchise.

Sec. 4. Compliance with City, state, and federal laws.

(1) **Compliance with applicable laws.** Grantee shall at all times comply with all laws, rules, and regulations of the City, state and federal governments and any administrative agencies thereof which are applicable to all businesses in the City and/or all users of the Public rights-of-way. The express provisions of this Franchise constitute a valid and enforceable contract between the parties.

(2) **Other ordinances.** This Franchise and all rights and privileges granted hereunder are subject to, and the Grantee must exercise all rights in accordance with, applicable law, as amended over the Franchise term. However, this Franchise is a contract, subject only to the City's exercise of its police powers and applicable law, and in case of any conflict between the express terms of this Franchise and any ordinance enacted by the City, this Franchise shall govern, except where such ordinance would result in a competitor to Grantee having more favorable franchise

terms than Grantee in which case City will notify Grantee and offer Grantee the opportunity to amend this Franchise consistent with such terms. This Franchise does not confer rights or immunities upon the Grantee other than as expressly provided herein. The Grantee reserves the right to challenge provisions of any ordinance that conflicts with its contractual rights, and does not waive its right to challenge the lawfulness of a particular enactment, including on the grounds that a particular action is an unconstitutional impairment of contractual rights.

(3) **Police power of the City.** Construction, maintenance, and operation of Grantee's Telecommunication system and all property of Grantee subject to the provisions of this Franchise shall be subject to all lawful police powers, rules, and regulations of the City. The Grantee shall be subject to the police power of the City to adopt and enforce general ordinances necessary to protect the safety and welfare of the general public in relation to the rights granted in the Franchise area. The City reserves the right to use, occupy and enjoy any Public rights-of-way or other public places for any purpose, including without limitation, the construction of any water, sewer or storm drainage system, installation of traffic signal systems, intelligent transportation systems, street lights, trees, landscaping, bicycle paths and lanes, equestrian trails, sidewalks, other pedestrian amenities, other City services, or uses not limited to the enumerated items as listed herein, and other public street improvement projects. The City shall have the power at any time to order and require Grantee to remove or abate any pole, line, tower, wire, cable, guy, conduit, electric conductor, or any other structure or facility that is dangerous to life or property. In the event Grantee, after written notice, and the unencumbered ability to comply, fails or refuses to act within thirty (30) days of such written notice, City shall have the power to remove or abate the same at the expense of Grantee, all without compensation or liability for damages to Grantee except in instances when the damage is caused by negligence or willful misconduct of the City or its agents. Any conflict between the terms or conditions of this Franchise and any other present or future exercise of the City's police powers will be resolved in favor of the exercise of the City's police power.

(4) **Notification in the event of preemptive law.** Grantee shall use its best efforts to notify the City of any change in

law that materially affects Grantee's rights or obligations under this Franchise.

(5) **Amending franchise to conform to subsequent law.** The City reserves the right at any time to amend this Franchise to conform to any hereafter enacted, amended, or adopted federal or state statute or regulation relating to the public health, safety, and welfare, or a City Ordinance enacted pursuant to such federal or state statute or regulation, upon providing Grantee with thirty (30) days written notice of its action setting forth the full text of the amendment and identifying the statute, regulation, or ordinance requiring the amendment. Said amendment shall become automatically effective upon expiration of the notice period unless, before expiration of that period, the Grantee makes a written call for negotiations over the terms of the amendment. If the parties do not reach agreement as to the terms of the amendment within thirty (30) days of the call for negotiations, the City may enact the proposed amendment, by incorporating the Grantee's concerns to the maximum extent the City deems possible.

Sec. 5. Conditions of public rights-of-way occupancy.

(1) **Use permits and/or development authorization.** Grantee shall obtain use, right-of-way construction, and/or development authorization and required permits from the City and all other appropriate regulatory authorities prior to constructing or installing facilities or performing other work in the franchise area. Grantee shall provide the following information for all facilities that it proposes to construct or install:

(a) Engineering plans, specifications and a network map of the proposed facilities and their relation to existing facilities, in a format and media requested by the City in sufficient detail to identify:

(i) The location and route of the proposed facilities;

(ii) When requested by the City, the location of all overhead and underground public utility, communication, cable, water, sewer, drainage and other facilities in the public way along the proposed route, provided the information is readily observable or obtainable from the City;

(iii) When requested by the City, the location(s), if any, for interconnection with the communication facilities of others;

(iv) The specific trees, structures, improvements, facilities and obstructions, if any, that Grantee proposes to temporarily or permanently alter, remove or relocate.

(b) If Grantee is proposing to install overhead facilities, the Grantee shall provide evidence that the proposed overhead installation is in compliance with all applicable provisions of the Des Moines Municipal Code. The Grantee shall also provide evidence of Grantee's authorization to use each utility pole along the proposed route together with any conditions of use imposed by the pole owner(s) for each pole, and written acknowledgement by the Grantee that if the overhead facilities are subsequently relocated underground, the Grantee shall relocate underground at no cost to the City, except as otherwise provided in RCW Section 35.99.060.

(c) If Grantee is proposing to install underground facilities in existing ducts or conduits within the public ways, information in sufficient detail to identify:

(i) Evidence of ownership or authorization to use such ducts or conduits;

(ii) Conditions of use imposed by the owner(s) of the ducts or conduits;

(iii) If known to Grantee or reasonably ascertainable to Grantee, the total capacity of such ducts or conduits; and

(iv) If known to Grantee or reasonably ascertainable to Grantee, the amount of the total capacity within such ducts or conduits which will be occupied by Grantee's facilities.

(d) If Grantee is proposing to install underground facilities in new ducts or conduits within the public ways:

(i) The location proposed for new ducts or conduits;

(ii) The total capacity of such ducts or conduits; and

(iii) The initial listing of co-located facilities located within Grantee constructed or installed ducts or conduits.

(e) A preliminary construction schedule and completion date together with a traffic control plan in compliance with the Manual on Uniform Traffic Control Devices (MUTCD) for any construction.

(f) Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities.

(g) Such other documentation and information regarding the facilities requested by the City.

(h) The requirements of this section do not apply to installation of optical cable necessary to connect a customer of Grantee to a previously approved facility; provided that neither excavation nor trenching in the public right-of-way is required; that the optical cable does not cross a distance of more than eighty (80) feet from its point of connection to the approved facility and the point where it exits the public right-of-way; that the optical cable connection meets or exceeds all applicable technical standards required by law; that the optical cable connection is durable and installed in accordance with good engineering, construction, and installation practices and does not interfere with the public use of the public ways, or adversely affect public health, safety or welfare; that the optical cable connection is constructed and installed to conform to all applicable federal, state, local, and industry codes, rules, regulations, and standards; and that the optical cable connection does not damage or impair the City's public way or property.

(i) The requirements of this section do not apply to repair or maintenance of a previously approved overhead facility; provided that the location and size of the previously

approved facility is not materially changed; that no additional new facilities are constructed or installed; that the repair or maintenance activities are conducted in accordance with good engineering, repair, and maintenance practices and do not interfere with the public use of the public ways, or adversely affect public health, safety, or welfare; that maintenance or repair activities conform to all federal, state, local, and industry codes, rules, regulations, and standards; and that the repair or maintenance activities comply with the City Code.

(2) **Construction and installation requirements.**

(a) Grantee's System shall be constructed and maintained in such manner as not to interfere with in-place sewers, water pipes or any other property of City, or with any other pipes, wires, conduits, pedestals, structures or other facilities that may have been placed in rights-of-way by, or under, City's authority.

(b) All facilities shall be constructed and installed in such manner and at such points so as not to inconvenience City or public use of the public ways or to adversely affect the public health, safety or welfare and in conformity with plans approved by the City, except in instances in which deviation may be allowed by the City.

(c) Interference with use of streets. When installing, locating, constructing or maintaining Facilities, the Grantee shall not interfere with the use of any street to any greater extent than is necessary, and shall leave the surface and subsurface of any such street in as good condition as it was prior to performance by the Grantee of such work, to the satisfaction of the City.

(d) The Grantee shall apply for, obtain, and comply with the terms of all permits required under Des Moines Municipal Code sections regulating construction and maintenance within the right-of-way for any work done upon Grantee Facilities. Grantee shall comply with all applicable City, State, and Federal codes, rules, regulations, and orders in undertaking such work, which shall be done in a thorough and proficient manner. Grantee shall have the sole responsibility for obtaining, at its own cost and expense, all permits, licenses, or other forms of approval or

authorization necessary to construct, operate, maintain or repair or expand the System, and to construct, maintain and repair any part thereof.

(e) The Telecommunications system constructed, maintained and operated by virtue of this Franchise, shall be so constructed, maintained and operated in accordance with all applicable engineering codes adopted or approved by the City, State of Washington, federal government and/or engineering profession and in accordance with any applicable Statutes of the State of Washington, rules and regulations of the applicable Washington regulatory authority, Ordinances of the City or of any other governmental regulatory commission, board or agency having jurisdiction over Grantee.

(f) The construction plans and Grantee's operations shall conform to all federal, state, local, and industry codes, rules, regulations, standards and laws. Grantee must cease work immediately if the City determines that Grantee is not in compliance with such codes, rules, regulations, or standards, and may not begin or resume work until the City determines that Grantee is in compliance. The City shall not be liable for any costs arising out of delays occurring as a result of such work stoppage.

(g) Neither approval of plans by the City nor any action or inaction by the City shall relieve Grantee of any duty, obligation, or responsibility for the competent design, construction, and installation of its facilities. Grantee is solely responsible for the supervision, condition, and quality of the work done, whether it is performed by itself or by its contractors or agents.

(h) Except as to emergency repairs, Grantee shall, prior to excavating within any street, alley or other public place, and installing any conduit, overhead cable or equipment therein, file with the City Manager or designee plans and specifications thereof showing the work to be done, the location and nature of the installation to be made, repaired or maintained, and a schedule showing the times of beginning and completion and shall secure a permit from the City before proceeding with any such work. The Grantee shall conform to all applicable requirements of the City Code, as it currently exists or as it may be amended.

(i) All construction and/or maintenance work as provided herein shall be performed in conformity with the plans and specifications filed with the City and with the permit or permits issued, except in instances in which deviation may be allowed thereafter in writing pursuant to an application by the Grantee.

(j) Excavation work requiring a permit from the City shall only commence upon the issuance of applicable permits by the City, which permits shall not be unreasonably withheld or delayed. However, in the event of an emergency requiring immediate action by Grantee for the protection of the Facilities, City property or other persons or property, Grantee may proceed without first obtaining the normally required permits. In such event Grantee must (1) take all necessary and prudent steps to protect, support, and keep safe from harm the Facilities, or any part thereof; City property; or other persons or property, and to protect the public welfare, health and safety; and (2) as soon as possible thereafter, must obtain the required permits and comply with any mitigation requirements or other conditions in the after-the-fact permit.

(k) In the event of an emergency, the Grantee may commence such repair and emergency response work as required under the circumstances, provided that the Grantee shall notify the City Manager or designee in writing as promptly as possible, before such repair or emergency work commences, or as soon thereafter as possible, if advance notice is not practical. The City may act, at any time, without prior written notice in the case of emergency, but shall notify the Grantee in writing as promptly as possible under the circumstances.

(l) Unless such condition or regulation is in conflict with a federal or state requirement, the City may condition the granting of any permit or other approval that is required under this Franchise, in any manner reasonably necessary for the safe use and management of the public right-of-way or the City's property including, by way of example and not limitation, maintaining proper distance from other utilities, protecting the continuity of pedestrian and vehicular traffic and rights-of-way improvements, private facilities and public safety.

(m) New facilities shall be constructed in accordance with the following terms and conditions:

(i) Facilities shall be installed within the Grantee's existing underground duct or conduit whenever excess capacity exists.

(ii) Overhead facilities shall be installed on pole attachments to existing utility poles only, and then only if space is available.

(iii) Whenever all existing telephone and electric utilities are located underground within public ways, the Grantee must also locate its facilities underground.

(iv) Whenever all new or existing telephone and electric utilities are located or relocated underground within public ways, the Grantee that currently occupies the same public ways shall concurrently relocate its Facilities underground at its own expense, except as otherwise provided in RCW Section 35.99.060.

(n) Display of right-of-way permit. The Grantee shall maintain a copy of the construction permit and approved plans at the construction site, which shall be displayed and made available for inspection by the City Manager or designee at all times when construction work is occurring.

(o) Construction schedule. The Grantee shall submit a written construction schedule to the City Manager or designee prior to commencing any work in or about the public ways in accordance with City regulations.

(p) Locator service compliance. The Grantee, before commencing any construction in the public ways, shall call for location in accordance with RCW 19.122.

(q) Placement. All facilities, and structures shall be located and placed in accordance with a valid permit so as to cause minimum interference with the rights and reasonable convenience of adjacent property owners. All facilities shall be maintained in a safe condition, and in good order and repair. Suitable barricades, flags, lights, flares, or other devices shall be used during construction activities at such times and places as

are reasonably required for the safety of the public. Any poles or other fixtures placed in any street by the Grantee shall be placed in such manner as not to interfere with the usual travel on such public way. Exact placement within the right-of-way shall be coordinated with the City and other utilities in order to provide for maintenance and future expansion, as well as, for the safety of the public. The City reserves the reasonable right as to final placement.

(r) Completion of construction. The Grantee shall promptly complete all construction activities so as to minimize disruption of the public ways and other public and private property. All construction work authorized by a permit within public ways, including restoration, must be completed within 90 calendar days of the date of issuance or at such other interval as the City may specify in writing upon issuance of the permit.

(s) Non-complying work. Upon order of the City Manager or designee, all work which does not comply with the provisions of this Franchise shall be brought into compliance with this Franchise.

(t) The City reserves the right to install, and permit to be installed, sewer, electric, phone, gas, water and other pipelines, cables, conduits and related appurtenances and to do, or permit to be done, any underground or overhead work in, across, along, over or under a public way or other public place occupied by Grantee. The City also reserves the right to construct new streets and public utilities and to alter the design of existing streets and public utilities. In performing such work, the City shall not be liable to Grantee for any damage, except in the event of the contributory negligence or willful misconduct of the City or its contractors, but nothing herein shall relieve any other person or entity from the responsibility for damages to Grantee's Facilities. The City will use its best efforts to provide Grantee with reasonable advance notice of plans by other persons to open the public ways.

(3) Coordination of construction and installation activities.

(a) Grantee shall coordinate its construction and installation activities and other work with the City and all other

users of the public ways, including utilities located within the franchise area.

(b) All construction or installation locations, activities and schedules shall be coordinated, as ordered by the City, to minimize public inconvenience, disruption or damages.

(c) At least forty-eight (48) hours prior to entering a public way to perform construction and installation activities or other work, Grantee shall give notice, at its cost, to owners and occupiers of property adjacent to such public ways indicating the nature and location of the work to be performed. Such notice shall be physically posted by door hanger. Grantee shall make a good faith effort to comply with the property owner or occupier's preferences, if any, on location or placement of underground facilities, consistent with sound engineering practices.

(d) The City shall give reasonable advance notice to Grantee of plans to open public ways for construction or installation of facilities; provided, however, the City shall not be liable for damages for failure to provide such notice, except in the event of the contributory negligence or willful misconduct of the City or its contractors. When such notice has been given, Grantee shall provide information requested by the City regarding Grantee's future plans for use of the public way to be opened. When notice has been given, Grantee may only construct or install facilities during such period that the City has opened the public way for construction or installation.

(4) **Relocation.** Grantee shall relocate its facilities as ordered by the City Manager or designee at no expense or liability to the City, except as otherwise provided in RCW Section 35.99.060, when there is construction, alteration, repair or improvement of a public way. Grantee shall complete the relocation by the date specified by the City. Grantee agrees to protect and save harmless the City from any customer or third-party claims for service interruption or other losses in connection with any such change or relocation. Grantee shall relocate its facilities at its own expense except where the Grantee had paid for the relocation costs of the same facilities at the request of the City within the past five (5) years, the Grantee's share of the cost of

relocation will be paid by the City if it requested the subsequent relocation or as otherwise provided in RCW Section 35.99.060.

(5) Temporary removal, adjustment or alteration of facilities.

(a) Grantee shall temporarily remove, adjust or alter the position of its facilities at its cost, except as otherwise provided in RCW Section 35.99.060, at the request of the City for public projects, events, or other public operations or purposes.

(b) Grantee shall locate the precise horizontal and vertical location of its underground facilities by excavating upon request of the City. If the City's request is in support of a City project, the Grantee shall complete this service within 14 days at no cost to the City, except as otherwise provided in RCW Section 35.99.060. If the City's request is in support of a third party's project, the Grantee shall be entitled to recover its cost from the project sponsor as set forth in RCW Section 35.99.060.

(c) If any person requests permission from the City to use a public way for the moving or removal of any building or other object, the City shall, prior to granting such permission, require such person or entity to make any necessary arrangements with Grantee for the temporary removal, adjustment or alteration of Grantee's facilities to accommodate the moving or removal of said building or other object. In such event, Grantee shall, at the cost of the person desiring to move or remove such building or other object, remove, adjust or alter the position of its facilities which may obstruct the moving or removal of such building or other object, provided that:

(i) The moving or removal of such building or other object which necessitates the temporary removal, adjustment or alteration of facilities shall be done at a reasonable time and in a reasonable manner so as to not unreasonably interfere with Grantee's business, consistent with the maintenance of proper service to Grantee's customers;

(ii) Where more than one route is available for the moving or removal of such building or other object, such building or other object shall be moved or removed along the route

which causes the least interference with the operations of Grantee, in the sole discretion of the City;

(iii) The person obtaining such permission from the City to move or remove such building or other object may be required to indemnify and save Grantee harmless from any and all claims and demands made against it on account of injury or damage to the person or property of another arising out of or in conjunction with the moving or removal of such building or other object, to the extent such injury or damage is caused by the negligence or willful misconduct of the person moving or removing such building or other object or the negligence or willful misconduct of the agents or employees of the person moving or removing such building or other object; and

(iv) Completion of notification requirements by a person who has obtained permission from the City to use a public way for the moving or removal of any building or other object shall be deemed to be notification by the City.

(d) The City may require Grantee to temporarily remove, adjust or alter the position of Grantee's facilities as the City may reasonably determine to be necessary at no cost to the City, except as otherwise provided in RCW Section 35.99.060, for work deemed needed by the City in the Rights-of-Way. The City shall not be liable to Grantee or any other party for any direct (except as a result of the negligence or willful misconduct of the City or its contractors), indirect, consequential, punitive, special or other damages suffered as a direct or indirect result of the City's actions.

(e) The temporary removal, adjustment or alteration of the position of Grantee's facilities shall not be considered relocation for any purpose whatsoever, except as otherwise provided in RCW Section 35.99.060.

(6) **Tree trimming.** The Grantee shall have the authority to trim trees or other natural growth on public property or which overhang streets, alleys, sidewalks and public ways of the City so as to prevent the branches of such trees from coming in contact with the Grantee's wires, cables or other equipment that may be damaged due to continued contact. Grantee takes full responsibility for removing debris when the work is complete. All

trimming is to be done at the sole expense and responsibility of Grantee.

Trimming of trees and shrubbery within or overhanging the public ways to prevent contact with Grantee's Facilities shall be done in such a manner to cause the minimum amount of damage to trees and shrubs. If in the City's determination, trees are excessively damaged as a result of the work undertaken by or on behalf of Grantee, Grantee shall pay the City, within 30 days of submission of a statement by the City, the reasonable cost of any treatment required to preserve a tree or shrub or the cost for removal and replacement of the tree or shrub with landscaping of equal value or the value of the tree or shrub prior to the damage or removal, as determined by the City Manager or designee.

Any trimming or removal of trees or shrubs shall be done in full compliance with the City's Ordinances and all other laws or regulations of the City.

(7) **Underground installation.**

(a) The parties agree that this Franchise does not limit the City's authority under federal law, state law, or local ordinance, to require the undergrounding of utilities, provided such requirement is applied on a non-discriminatory basis as required under applicable state or federal law.

(b) Whenever the City requires the undergrounding of aerial utilities in the Franchise Area, the Grantee shall underground the Grantee Facilities in the manner specified by the City Manager or designee at no expense or liability to the City, except as otherwise provided in RCW Section 35.99.060. Where other utilities are present and involved in the undergrounding project, Grantee shall only be required to pay its fair share of common costs borne by all utilities, in addition to the costs specifically attributable to the undergrounding of Grantee Facilities. Common costs shall include necessary costs for common trench excavation, backfill, and restoration, and utility vaults. Fair share shall be determined in comparison to the total number and size of all other utility facilities being undergrounded.

(c) Grantee shall abide by chapter 19.122 RCW (Washington State's "Underground Utilities" statutes) and will

further comply with and adhere to local procedures, customs and practices relating to the one call locator service program.

(8) **Ducts and conduits.**

(a) If the Grantee is constructing underground conduit for its own use, the City may require the Grantee construct excess conduit, ducts, and related access structures in the public ways for the City, provided that the City enters into a contract with the Grantee consistent with RCW 80.36.150. The contract rates to be charged should recover the incremental costs of the Grantee, calculated as the difference between what the Grantee would have paid for the construction of its facilities and the additional cost only of construction of the City's excess conduit, ducts, and related access structures. If the City makes the additional conduit available to any other entity for the purposes of providing telecommunications service or cable service for hire, sale, or resale to the general public, the rates to be charged, as set forth in the contract with the Grantee shall recover at least the fully allocated costs of the Grantee. The Grantee shall state both contract rates in the contract. The City shall inform the Grantee of the use, and any change in use, of the requested conduit, ducts, and related access structures, if any, to determine the applicable rate to be paid by the City.

(b) The City shall not require that the additional conduit space be connected to the access structure and vaults of the Grantee.

(c) Except as expressly provided in this section, Grantee shall not charge the City for any costs, of any kind whatsoever, for facilities provided by Grantee in accordance with this section.

(d) The provisions of this section shall conform to the requirements of RCW 35.99.070.

(9) **Location of Grantee facilities.**

(a) From time to time, the City, or its representatives, may request identification of the specific location of Grantee System facilities installed in the City's rights of way during the term of this Franchise. The Grantee agrees to respond to such request within forty-eight (48) hours of the receipt of the request, excluding delays due to weather or other conditions. In the event that Grantee cannot locate such information within forty-eight (48) hours, Grantee shall notify the City. If Grantee fails to notify the City of its facilities locations within forty eight (48) hours, and damage is caused to Grantee's facilities as a direct result, the Grantee shall hold the City harmless from all liability, damage, cost or expense resulting from the City's actions in this regard unless such damage was caused by the negligence or willful misconduct of the City or its agents.

(b) Report of underground facilities. From time to time the City may require to design or construct right-of-way improvements in a specific area, the City or its designee may require the Grantee to submit a report of existing underground system facilities for a specific area of the City that will be impacted as a result of a planned right-of-way improvement. Within thirty (30) days after receipt by the Grantee of a request from the City or its designee, the Grantee shall submit a report of underground system facilities that shall comply with the following provisions:

(i) Certification by an engineer licensed in the State of Washington employed by the Grantee that the report accurately depicts the location of all system facilities, including drop service lines to individual subscribers, if any. The accuracy of this report shall be noted based upon the capability of the locating equipment used.

(ii) The accurate depth of the underground facility, as may be available based upon the capability of the locating device used. The accuracy of this information shall be noted.

(iii) Submittals shall be provided in hardcopy, and if available, electronically as an AutoCAD or ArcView file.

(iv) The City and Grantee recognize the importance of making best efforts to communicate during the planning and construction phases of right-of-way improvement projects. To that end, the City and Grantee agree to work cooperatively and to be reasonable and timely in requesting and providing necessary information. In the event the City reasonably determines that more precise information is needed for a specific aspect of a right-of-way project, the Grantee agrees to take the necessary steps to provide such precise information within thirty (30) days of receipt of request. If it is necessary for the Grantee to pot-hole or excavate and restore portions of the right-of-way to respond to the City's information request, the Grantee agrees to take such steps at its expense, , except as otherwise provided in RCW Section 35.99.060, and the City agrees to waive all permitting and inspection fees therefore.

(c) Within sixty (60) days of the effective date of this Franchise, Grantee shall provide the City with a current route map of the Telecommunication System located within the City. Upon City request, but no more often than once each year during the term of this Franchise, the Grantee shall provide the City with an updated route map showing the changes that have occurred in the Telecommunication System.

(d) Grantee agrees to obtain facilities location information from other users of the Public rights-of-way prior to Grantee's construction, reconstruction, maintenance, operations and repair of the Grantee's System facilities.

(10) **Removal and abandonment of facilities.** In the event that the use of any part of the Grantee's system is discontinued for any reason for a continuous period of twelve (12) months, or in the event such system equipment or facilities have been installed in any public ways or rights-of-way without complying with the requirements of this Franchise or other City ordinances, or the Franchise has been terminated or has expired, upon receiving ten (10) business days prior written demand from the City, the Grantee shall promptly remove, at its expense, such affected equipment or Facilities, other than any which the City may permit

to be abandoned in place, from the public ways of rights-of-way. Said removal shall be completed within one-hundred eighty (180) days from receipt of the City's written demand. In the event of such removal, the Grantee shall promptly restore the public ways or rights-of-way from which such property has been removed to a condition satisfactory to the City. Any affected equipment or facilities of the Grantee remaining in place one-hundred eighty-one (181) days after the termination or expiration of the Franchise, and upon written notice from the City, shall be considered permanently abandoned. The City may extend such time not to exceed an additional ninety (90) days with prior written request from the Grantee, and such request shall not be unreasonably withheld. Any equipment or facilities of the Grantee that the City allows to be abandoned in place shall be abandoned in such manner as the City shall prescribe. Upon permanent abandonment of the equipment or facilities of the Grantee in place, the equipment or Facilities shall become that of the City, and the Grantee shall submit to the City Clerk an instrument in writing, to be approved by the City Attorney, transferring to the City the ownership of such equipment or facilities. None of the foregoing affects or limits the Grantee's rights to compensation for an involuntary abandonment of its equipment or facilities under state or federal law.

(11) **Safety and maintenance requirements.**

(a) All work authorized and required under this Franchise will be performed in a safe, thorough, and workmanlike manner.

(b) Grantee, in accordance with applicable federal, state, and local safety requirements shall, at all times, employ ordinary care and shall use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injury, or nuisance to occur. All facilities, wherever situated or located, shall at all times be kept in a good, safe, and suitable condition. If a violation of a safety code or other applicable regulation is found to exist by the City, the City may, after discussions with Grantee, establish a reasonable time for Grantee to make necessary repairs. If the repairs are not made within the established time frame, the City may make the repairs itself at the cost of the Grantee or have them made at the cost of Grantee.

(c) If Grantee fails to commence, pursue or complete any work required by law, this Franchise or any applicable permit to be done in any public way within the time prescribed and to the satisfaction of the City, the City may at its discretion cause the work to be done. Grantee shall pay to the City the reasonable costs of the work in an itemized report provided by the City to Grantee within 30 days after receipt of such report.

(d) Grantee, and any person acting on its behalf, shall provide a traffic control plan that conforms to the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Said plan shall use suitable barricades, flags, flagmen, lights, flares, and other measures as required for the safety of all members of the general public during the performance of work, of any kind whatsoever, in public ways to prevent injury or damage to any person, vehicle, or property. Grantee shall implement and comply with its approved traffic control plan during execution of its work. The traffic control plan shall be developed and kept on site in Grantee's possession for all work impacting vehicular and pedestrian traffic. Traffic control plans may be modified as necessary by the Grantee to achieve effective and safe traffic control. All road closures requested by Grantee require a detour plan submitted at least 48 hours in advance and prior City approval unless there is an emergency.

(e) Grantee shall maintain its facilities in proper working order. Grantee shall restore its facilities to proper working order upon receipt of notice from the City that facilities are not in proper working order. The City may, after discussions with Grantee, establish a reasonable time for Grantee to restore its facilities to proper working order. If the facilities are not restored to proper working order within the established time frame, the City may restore the facilities to proper working order or have them restored at the cost of Grantee.

(f) The City shall have the right to inspect all construction and installation work performed by Grantee pursuant to this Franchise to the extent necessary to ensure compliance by Grantee. On an ongoing basis, Grantee shall certify to the City that Grantee's work is being performed and completed in a satisfactory manner.

(g) On notice from the City that any work is being performed contrary to the provisions herein, or in an unsafe or dangerous manner or in violation of the terms of any applicable permit, laws, regulations, ordinances or standards, the City may issue a stop work order and Grantee shall stop the work immediately. The City shall issue a stop work order in writing, unless given verbally in the case of an emergency, and provide the order to the individual doing work or post it on the work site. A copy of the order shall be sent to Grantee, and the order must indicate the nature of the alleged violation or unsafe condition and the conditions under which Grantee may resume work.

(12) **Removal of unauthorized facilities.** Within thirty (30) days following written notice from the City, Grantee shall, at its expense, remove unauthorized facilities and restore public rights-of-way and other property to as good a condition as existed prior to construction or installation of its facilities. Any plan for removal of said facilities must be approved by the City prior to such work. Facilities are unauthorized and subject to removal in the following circumstances:

(a) Upon expiration, termination, or cancellation of this Franchise;

(b) Upon abandonment of the facilities. Facilities shall be deemed abandoned if they are unused by Grantee as described in Section 5(10);

(c) If the facilities were constructed or installed prior to the effective date of this Franchise; unless such facilities were constructed or installed upon the condition of subsequent approval of this Franchise with the consent of the City; or unless Grantee acquired such facilities from a pre-existing user of the City's rights of way, and no notice of unauthorized facilities was received by the assignor from City prior to the date the facilities were acquired by Grantee.

(d) If the facilities were constructed, installed, operated, maintained, or repaired without the prior issuance of required use and/or development authorization and permits;

(e) If the facilities were constructed or installed or are operated, maintained or repaired in violation of the terms or conditions of this Franchise; or

(f) If the facilities are unauthorized for any reason whatsoever.

(13) **Restoration of public ways and other property.**

(a) Whenever necessary, after construction or maintaining any of Grantee's Facilities within the Rights-of-Way, the Grantee shall, without delay, and at Grantee's sole expense, except as otherwise provided in RCW Section 35.99.060, remove all debris and restore the surface and subsurface disturbed by Grantee as nearly as possible to as good or better condition as it was in before the work began. Grantee shall replace any property corner monuments, survey reference or equipment that were disturbed or destroyed during Grantee's work in the rights-of-way. Such restoration shall be done in a manner consistent with applicable codes and laws and to the City's satisfaction and specifications where applicable. Grantee agrees to pay all costs and expenditures required on the rights-of-way as a result of settling, subsidence, or any other need for repairs or maintenance resulting from excavations made by Grantee for necessary trench patch maintenance, for a period of ten years from the date such maintenance was performed, normal wear and tear excepted. Favorable weather conditions permitting, Grantee agrees to repair rights-of-way as a result of settling, subsidence, or other needed repairs or maintenance resulting from excavations made by the Grantee upon 30 days notice, unless there is an emergency, in which case such work shall be completed upon forty-eight (48) hours' notice excluding weekends and holidays. If Grantee fails to undertake such repairs as herein provided, the City may perform the repairs at Grantee's expense.

(b) Landscape restoration. All trees, landscaping and grounds removed, damaged or disturbed as a result of the construction, installation, maintenance, operation, repair or replacement of the Grantee's facilities, shall be replaced or restored, at the Grantee's expense to the condition existing prior to performance of the work, except as otherwise provided in RCW Section 35.99.06.

(14) **Poles, structures, and property owned by others.** If and when the Grantee is authorized to install communication facilities aerially in accordance with chapter 12.48 of the Des Moines Municipal Code (DMMC), Grantee must obtain written approval from the owners of utility poles, structures and property not owned by Grantee prior to attaching to or otherwise using such poles, structures or property, and provide proof of such approval to the

City. The City makes no representation and assumes no responsibility for the availability of utility poles, structures, and property owned by third parties for the installation of Grantee's facilities. The City shall not be liable for the unavailability of utility poles, structures, and property owned by the City or third parties for any reason whatsoever. The installation of facilities by Grantee on or in the poles, structures, or property owned by others shall be subject to and limited by the owner's authority to enter, occupy, and use public ways. In the event that the authority of the owner of poles, structures, or property to enter, occupy, and use the public ways either expires, terminates, or is cancelled, the authority of Grantee to construct, install, operate, maintain, and repair Grantee's facilities at such locations may be immediately cancelled at the sole option of the City. The City shall not be liable for the costs for removal of facilities arising from expiration, termination, or cancellation of any pole owner's authority to enter, occupy, or use public ways for any reason whatsoever.

Sec. 6. Indemnification and liability and assumption of risk.

(1) Indemnification / Hold Harmless. The Grantee 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 activities or operations performed by the Grantee or on the Grantee's behalf under this Franchise agreement, except for injuries and damages caused by the contributory negligence or willful misconduct of the City.

(2) The City shall give the Grantee written notice of any claim or of the commencement of any action, suit or other proceeding covered by this section. If a claim or action arises, the City or any other indemnified party shall then tender the defense of the claim to Grantee, which defense shall be at Grantee's expense. However, the failure of the City to provide such notice in writing to Grantee shall not relieve Grantee of its duties and obligations under this Section, provided that Grantee is given sufficient advance notice to perform its duties under this Section. It is further specifically and expressly understood that the indemnification provided herein constitutes the Grantee'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.

(3) Should a court of competent jurisdiction determine that this Franchise 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 Grantee and the City, its officers, officials, employees, and volunteers, the Grantee's liability hereunder shall be only to the extent of the Grantee's negligence. The provisions of this section shall survive the expiration or termination of this Agreement.

(4) **Damages and penalties.** By acceptance of this Franchise, Grantee specifically agrees that it will pay, all damages or penalties which the City, its officers, agents, employees, or contractors may legally be required to pay as a result of damages arising out of copyright infringements and all other damages arising out of Grantee's or Grantee's agents' installation, maintenance, or operation of the telecommunications System, except as specifically referenced elsewhere in this Franchise, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise, subject to Section 635A of the Cable Act and applicable law.

(5) **Expenses.** If any action or proceeding is brought against the City or any of its officers, agents, or employees for claims for damages or penalties described in this Section, the Grantee, upon written notice from the City, shall assume the investigation of defense and fully control any resolution or compromise thereof, including the employment of counsel and the payment of all expenses including the reasonable value of any services rendered by any officers, agents, employees or contractors of the City which are not unreasonably duplicative of services provided by Grantee and its representatives. The City shall fully cooperate with the Grantee.

(6) **Separate counsel.** The City shall have the right to employ separate counsel in any action or proceeding and to participate in the investigation and defense thereof, and the Grantee shall pay the reasonable fees and expenses of such separate

counsel if representation of both the Grantee and the City by the same attorney would be inconsistent with accepted canons of professional ethics and if separate counsel is employed with the approval and consent of the Grantee, which shall not be unreasonably withheld.

(7) **Assumption of risk.** Grantee assumes the risk of damage to its facilities located in the City's public ways from activities conducted by third parties or the City, its elected officials, officers, employees, agents, or representatives, except in the event of the negligence or willful misconduct of any one or more of the above persons. Grantee releases and waives any and all claims against the City, its elected officials, officers, employees, agents, and representatives for damage to or destruction of the Grantee's facilities except to the extent any such damage or destruction is caused by or arises from the negligence or willful misconduct of the City. Grantee bears sole responsibility to insure its property.

Sec. 7. Insurance.

(1) Grantee shall procure and maintain for the duration of the Franchise, insurance against claims for injuries to Persons or damage to property which may arise from or in connection with this Franchise by the Grantee, their agents, representatives, employees or subcontractors.

(a) Amounts of Insurance. In accordance with applicable law, the Grantee shall maintain throughout the term of this Franchise the following insurance limits:

(i) Automobile Liability. Commercial automobile liability insurance policy in the amount of Five Million Dollars (\$5,000,000) combined single limit each accident for bodily injury and property damage covering all owned, hired, and non-owned vehicles).

(ii) Commercial General Liability. A commercial general liability insurance policy issued by a company duly authorized to do business in the State of Washington insuring the Grantee with respect to the installation, maintenance, and operation of Grantee's Telecommunication System in the amount of Five Million Dollars (\$5,000,000) per occurrence for bodily injury

and property damage and Five Million Dollars (\$5,000,000) general aggregate. The City shall be included as an additional insured as their interest may appear under this Agreement under Grantee's Commercial General Liability insurance policy.

(iii) Excess General Liability. Excess or Umbrella Liability coverage at limits of One Million Dollars (\$1,000,000) per occurrence and annual aggregate providing coverage above the primary Commercial General, Commercial automobile liability and employer's liability insurance.

(iv) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington. This requirement may be satisfied instead through the Grantee's primary Commercial General and Automobile Liability coverage, or any combination thereof.

(b) Other Insurance Provisions. The insurance policies are to contain the following provisions for Automobile Liability and Commercial General Liability insurance:

(i) The Grantee's insurance coverage shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Grantee's insurance and shall not contribute with it.

(ii) Upon receipt of notice from its insurer(s), Grantee shall endeavor to provide Grantor with thirty (30) days prior written notice of cancellation of any coverage that isn't replaced.

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

(d) Verification of Coverage. Upon acceptance of the Franchise, Grantee shall furnish the City with original certificates and blanket additional insured endorsement, evidencing the insurance requirements of the Grantee.

(e) Subcontractors. Grantee shall require any contractor or subcontractor to obtain and maintain substantially

the same insurance with substantially the same limits as required of Grantee.

(f) **Self-Insurance.** Grantee shall have the right to self-insure its property insurance coverage.

(2) **Endorsements.** Grantee agrees that with respect to the insurance requirements contained above, excluding Workers Compensation, all insurance certificates will contain the following required provisions:

(a) Include the City and its officers, employees, and elected representatives as an additional insured as their interest may appear under this Agreement.

(b) Shall be on an occurrence basis and shall be primary coverage of all losses resulting from Grantee's operations covered by the policies.

(3) **Insurance term.** The insurance required above shall be kept in full force and effect by Grantee during this Franchise and thereafter until after the removal of all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures incident to the maintenance and operation of Grantee's Telecommunication System, should such removal be required by City Council or undertaken by Grantee.

(4) **Issuing companies.** Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments which all are set at the sole risk of the Grantee.

(5) **No limit on liability.** Grantee's maintenance of insurance as required by this Franchise shall not be construed to limit the liability of Grantee to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy to which the City is otherwise entitled at law or in equity.

Sec. 8. Performance bond and security fund.

(1) **Amount.** The Grantee shall provide the City with a financial guarantee in the amount of One Hundred Thousand Dollars (\$100,000) running for, or renewable for, the duration of the construction of Grantee's facilities in the City, in a form and substance acceptable to the City. This Franchise performance bond shall be separate and distinct from any other bond or deposit required.

(2) **Damages.** In the event Grantee shall fail to substantially comply with any one or more of the provisions of this Franchise, then there shall be recovered jointly and severally from the principal and any surety of such financial guarantee any damages suffered by City as a result thereof, including but not limited to staff time, material and equipment costs, compensation or indemnification of third parties, and the cost of removal or abandonment of facilities hereinabove described.

(a) Before any draws are made on the Franchise performance bond, the City Manager or designee shall give written notice to the Grantee:

(i) Describing the act, default or failure to be remedied, or the damages, cost or expenses which the City has incurred by reason of the Grantee's act or default;

(ii) Providing a reasonable opportunity for the Grantee to first remedy the existing or ongoing default or failure, if applicable, but in no event less than thirty (30) days;

(iii) Providing a reasonable opportunity for the Grantee to pay any moneys due the City, but in no event less than thirty (30) days, before the City draws on the Franchise performance bond, if applicable;

(iv) That the Grantee will be given an opportunity to review the act, default or failure described in the notice with the City Manager or designee.

(b) The Grantee shall replace the Franchise performance bond within thirty (30) days after written notice from

the City Manager or designee that there is a deficiency in the amount of the Franchise performance bond.

(3) **Security fund.** In addition to the performance bond, Grantee shall establish and maintain a security fund in the amount of twenty-five thousand dollars (\$25,000), at its cost, with the City by depositing such monies, letters of credit, or other instruments in such form and amount acceptable to the City within 30 calendar days of the effective date of this Franchise. No sums may be withdrawn from the fund by Grantee without consent of the City. The security fund shall be maintained at the sole expense of Grantee so long as any of the Grantee's facilities occupy a public way.

(a) The fund shall serve as security for the performance of this Franchise, including any claims, costs, damages, judgments, awards, attorneys' fees or liability, of any kind whatsoever, the City pays or incurs, including civil penalties, because of any failure attributable to Grantee to comply with the provisions of this Franchise or the codes, ordinances, rules, regulations, standards, or permits of the City.

(b) Before any sums are withdrawn from the security fund, the City shall give written notice to Grantee:

(i) Describing the act, default or failure to be remedied, or the claims, costs, damages, judgments, awards, attorneys' fees or liability which the City has incurred or may pay by reason of Grantee's act or default;

(ii) Providing a reasonable opportunity for Grantee to first remedy the existing or ongoing default or failure, if applicable, but in no event less than thirty (30) days;

(iii) Providing a reasonable opportunity for Grantee to pay any monies due the City, but in no event less than thirty (30) days, before the City withdraws the amount thereof from the security fund, if applicable; and

(iv) Grantee will be given an opportunity to review the act, default or failure described in the notice with the City or his or her designee.

(c) Grantee shall replenish the security fund within thirty (30) days after written notice from the City that there is a deficiency in the amount of the fund.

(d) Insufficiency of the security fund shall not release or relieve Grantee of any obligation or financial responsibility.

Sec. 9. Taxes, charges, and fees.

(1) **Franchise fee.** RCW 35.21.860 currently prohibits a municipal franchise fee for permission to use the right of way to provide internet access services. Based on the representations of Grantee, it is the City's understanding that Grantee will use the right of way to provide internet access services. If this prohibition is removed or does not apply to future services, Grantee understands the City may assess a reasonable franchise fee in accordance with the City Code, so long as local, State or federal law does not otherwise prohibit such fee.

(2) **Utility tax.** The parties further understand that RCW 35.21.870 currently limits the rate of City tax upon telephone business activities to six percent (6%) of Gross Receipts, unless a higher rate is approved by vote of the people. The parties agree, however, that nothing in this Franchise shall limit or expand the City's power of taxation, as now or may hereafter exist. Grantee understands that some of its business activities in the City of Des Moines as identified herein may be taxable activities subject to the six percent (6%) gross receipts tax rate, as imposed under the City's telephone business tax, adopted in Des Moines Municipal Code Chapter 3.68, subject to such activities being deemed taxable under applicable state and federal laws. This provision does not limit the City's power to amend Des Moines Municipal Code Chapter 3.68 as may be permitted by law, including increases to the tax rate. Notwithstanding any other provision of this Franchise, nothing in this Franchise is intended to alter, amend, modify or expand the taxes and fees that may lawfully be assessed on Franchisee's business activities under this Franchise under applicable law.

(3) **Permit and administrative fees.** Grantee shall also pay and be responsible for all charges and fees (authorized under applicable law) imposed to recover actual administrative expenses

incurred by the City that are directly related to receiving and approving this Franchise, any use and/or development authorizations which may be required, or any permit which may be required, to inspecting plans and construction, or to the preparation of a detailed statement. Regular application and processing charges and fees imposed by the City shall be deemed to be attributable to actual administrative expenses incurred by the City but shall not excuse Grantee from paying and being responsible for other actual administrative expenses incurred by the City.

(a) Grantee shall pay a franchise processing fee of \$5,000 within 30 calendar days of the effective date of this Franchise.

(b) Grantee shall pay fees according to applicable sections of the City Code.

(4) Grantee shall pay and be responsible for taxes permitted by law.

(5) In addition to penalties and other remedies for which Grantee may be subjected, the City reserves the right to impose site-specific charges (authorized under applicable law) for placement of structures used to provide telecommunications services.

Sec. 10. Access to facilities and universal service.

(1) Grantee shall provide access to its facilities by hire, sale, or resale on a nondiscriminatory basis. Grantee shall make its telecommunications services available to any customer within its franchise area who shall request such service whenever feasible, without discrimination as to the terms, conditions, rates or charges for the Grantee's services; provided, however, that nothing in this section shall prohibit Grantee from making any reasonable classifications among differently situated customers.

(2) Grantee may provide Internet access to users of City property, at locations requested by the City, if it is practicable, upon Grantee's then-current market rates for such service and pursuant to a separate services agreement. Grantee and the City may enter into a separate agreement or agreements regarding the

allocation of costs to construct, install, operate, maintain, repair, and remove facilities needed to provide such access; provided, however, that nothing herein shall require the City to accept construction or installation of facilities on City property.

Sec. 11. Acquisition of facilities. Upon Grantee's acquisition of any facilities in the public way, or upon any addition or annexation to the City of any area in which Grantee has facilities, such facilities shall immediately be subject to the terms of this Franchise without further action of the City or Grantee.

Sec. 12. Vacation of public ways. The City reserves the right to vacate any public way which is subject to rights, privileges, and authority granted by this Franchise. If Grantee has facilities in such public way, the City shall reserve an easement for Grantee, if requested by Grantee.

Sec. 13. Duty to provide information. Grantee's obligations under this section are in addition to those provided elsewhere in this Franchise. Within thirty (30) days of a written request from the City, Grantee shall furnish the City with all requested information sufficient to demonstrate:

- (1) That Grantee has complied with all requirements of this Franchise;
- (2) That taxes, fees, charges, or other costs owed or payable by Grantee have been properly collected and paid.

Sec. 14. Records.

(1) Grantee will manage all of its operations in accordance with a policy of keeping its documents and records open and accessible to the City. The City will have access to, and the right to inspect, any documents and records of Grantee and its affiliates that are reasonably necessary for the enforcement of this Franchise or to verify Grantee's compliance with terms or conditions of this Franchise. Grantee will not deny the City access to any of Grantee's records on the basis that Grantee's documents or records are under the control of any affiliate or a third party.

(2) All documents and records maintained by Grantee shall be made available for inspection by the City at reasonable times and intervals; provided, however, that nothing in this section shall be construed to require Grantee to violate state or federal law regarding subscriber privacy and/or the privacy of Grantee's Indefeasible Right of Use ("IRU") holders, lessees, or customers, nor shall this section be construed to require Grantee to disclose proprietary or confidential information without adequate safeguards for its confidential or proprietary nature.

(3) One copy of documents and records requested by the City will be furnished to the City at the cost of Grantee. If the requested documents and records are too voluminous or for security reasons cannot be copied or removed, then Grantee may request, in writing within thirty (30) days of the City's request, that the City inspect them at Grantee's local office. If any documents or records of Grantee are not kept in a local office and/or are not made available in copies to the City, and if the City determines that an examination of such documents or records is necessary or appropriate for the enforcement of this Franchise, or to verify Grantee's compliance with terms or conditions of this Franchise, then all reasonable travel and related costs incurred in making such examination shall be paid by Grantee.

(4) At the request of the city, Grantee shall provide the City with an annual report on the number of feet of right-of-way Grantee occupies in the City and the services Grantee is providing in the City. Grantee may request all or a portion of such information be protected from disclosure under the Washington Public Records Act (RCW 42.56).

Sec. 15. Assignment or transfer. Grantee's rights, privileges, and authority under this Franchise may not, directly or indirectly, be transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of Grantee, by operation of law or otherwise, except as provided herein, or without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned, or delayed. Any transfer, assignment or disposal of Grantee's rights, privileges, and authority under this Franchise may be subject to reasonable conditions as may be prescribed by the City.

(1) No rights, privileges, or authority under this Franchise shall be assigned, transferred, or disposed of in any manner within twelve (12) months after the effective date of this Franchise.

(2) Absent extraordinary and unforeseeable circumstances, no Grantee facility, for which separate City permits for construction have been obtained, shall be assigned, transferred, or disposed of by Grantee before construction of the facility has been completed and restoration has been performed to the satisfaction of the City.

(3) Grantee and the proposed assignee or transferee shall provide and certify the following information to the City not less than one hundred and fifty (150) days prior to the proposed date of assignment, transfer, or disposal:

(a) Complete information setting forth the nature, terms and conditions of the proposed assignment, transfer, or disposal;

(b) Any other information reasonably required by the City; and

(c) A transfer application fee in an amount to be determined by the City to recover actual administrative costs directly related to receiving and approving the proposed assignment, transfer, or disposal.

(3) No assignment, transfer, or disposal may be made or shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to operate, maintain, repair, and remove facilities constructed or installed pursuant to this Franchise and to comply with the terms and conditions of this Franchise.

(4) Any transfer, assignment, or disposal of rights, privileges, and authority under this Franchise may be conditioned on such transferee or assignee obtaining its own Franchise agreement with City.

(5) Notwithstanding anything to the contrary contained in this Franchise, any transaction which singularly or collectively

result in a change of fifty percent (50%) or more of the ownership or working control (regardless of the percentage) of the Grantee or affiliated entities having fifty percent (50%) or more of the ownership or actual working control (regardless of the percentage) of Grantee, or of control of the telecommunications capacity or bandwidth of Grantee, shall not be considered an assignment or transfer requiring City approval. Transactions between affiliated entities are exempt from City approval; provided that, Grantee shall promptly notify the City within a reasonable period of time after any change in, or transfer of, or acquisition by any other party of control of Grantee. Every change, transfer, or acquisition of control of Grantee shall cause a review of the proposed transfer. City approval shall not be required for mortgaging purposes or if said transfer is from Grantee to another person controlled by Grantee.

(6) All terms and conditions of this Franchise shall be binding upon all permitted successors and assigns of Grantee and all persons who obtain ownership or working control of any facility constructed or installed pursuant to this Franchise.

Sec. 16. Violations, noncompliance, and other grounds for termination or cancellation.

(1) This Franchise, and any right, privilege or authority of Grantee to enter, occupy or use public ways may be terminated or cancelled by the City for the following reasons:

(a) Violation of or noncompliance with any term or condition of this Franchise by Grantee;

(b) Violation of or noncompliance with the material terms of any use and/or development authorization or required permit by Grantee;

(c) Construction, installation, operation, maintenance, or repair of facilities on, in, under, over, across, or within any public way without Grantee first obtaining use and/or development authorization and required permits from the City and all other appropriate regulatory authorities;

(d) Unauthorized construction, installation, operation, maintenance, or repair of facilities on City property;

(e) Misrepresentation or lack of candor by or on behalf of Grantee in any application or written or oral statement upon which the City relies in making the decision to grant, review or amend any right, privilege or authority to Grantee;

(f) Abandonment of facilities;

(g) Failure of Grantee to pay taxes, fees, charges or costs when and as due, unless subject to a proper and timely legal protest; or

(h) Insolvency or bankruptcy of Grantee.

(2) In the event that the City believes that grounds exist for termination or cancellation of this Franchise or any right, privilege or authority of Grantee to enter, occupy or use public ways, Grantee shall be given written notice and a reasonable period of time, not less than thirty (30) days, to furnish evidence:

(a) That corrective action has been, or is being actively and expeditiously pursued, to remedy the violation, noncompliance, or other grounds for termination or cancellation;

(b) That rebuts the alleged violation, noncompliance, or other grounds for termination or cancellation; or

(c) That it would be in the public interest to impose some penalty or sanction less than termination or cancellation.

(3) In the event that Grantee fails to provide evidence reasonably satisfactory to the City as provided in subsection (2) of this section, the City shall refer the apparent violation, noncompliance, or other grounds for termination or cancellation to the City Council. The City Council shall provide the Grantee with notice and a reasonable opportunity to be heard concerning the matter.

(4) If the City Council determines that the violation, noncompliance, or other grounds above for termination or cancellation exist, then, Grantee shall, at the election of the

City Council, forfeit all rights, privileges and authority conferred under this Franchise or any use and/or development authorization or permit granted by the City, and this Franchise and any such use and/or development authorization or permit may be terminated or cancelled by the City Council. The City Council may elect, in lieu of the foregoing and without any prejudice to any of its other legal rights and remedies, to pursue other remedies, including obtaining an order compelling Grantee into compliance or to take corrective action, or to recover damages and costs incurred by the City by reason of Grantee's actions or omissions. The City Council shall utilize the following factors in analyzing the nature, circumstances, extent, and gravity of the actions or omissions of Grantee:

- (a) Whether the misconduct was egregious;
- (b) Whether substantial harm resulted;
- (c) Whether the violation was intentional;
- (d) Whether there is a history of prior violations of the same or other requirements;
- (e) Whether there is a history of overall compliance; and
- (f) Whether the violation was voluntarily disclosed, admitted or cured.

(5) The City Council's choice of remedy shall not excuse Grantee from compliance with any term or condition of this Franchise or the material terms of any use and/or development authorization or required permit. Grantee shall have a continuing duty to remedy any violation, noncompliance, or other grounds for termination or cancellation. Further, nothing herein shall be construed as limiting any remedies that the City may have, at law or in equity, or the Grantee may have at law or in equity, for enforcement of this Franchise and any use and/or development authorization or permit granted to Grantee.

Sec. 17. Notices.

(1) Any regular notice or information required or permitted to be given to the parties under this Franchise may be sent to the following addresses unless otherwise specified:

CITY:

City Manager
City of Des Moines
21630 11th Ave. S., Ave A
Des Moines, WA 98198

GRANTEE:

NFC Northwest, LLC
NFC Northwest, LLC
Attn.: Legal Department
135 Lake St S, Suite 155
Kirkland, WA 98033

with a copy (except for invoices) to:

E-mail: legal@ziply.com

(2) Grantee shall additionally provide a phone number and designated responsible officials to respond to emergencies. After being notified of an emergency, Grantee shall cooperate with the City and make its best efforts to immediately respond to minimize damage, protect the welfare, health and safety of the public and repair facilities to restore them to proper working order. Annually, on request of the City, Grantee will meet with City emergency response personnel to coordinate emergency management operations and, at least once a year, at the request of the City, actively participate in emergency preparations.

Sec. 18. Non-waiver. The failure of either party to exercise any rights or remedies under this Franchise or to insist upon compliance with any terms or conditions of this Franchise shall not be a waiver of any such rights, remedies, terms or conditions of this Franchise by the party and shall not prevent the party from demanding compliance with such terms or conditions at any future time or pursuing its rights or remedies.

Sec. 19. Eminent domain. This Franchise is subject to the power of eminent domain and the right of the City Council to repeal, amend or modify the Franchise in the interest of the public. In any proceeding under eminent domain, the Franchise itself shall have no value.

Sec. 20. Limitation of liability. Except as otherwise set forth in this Franchise, administration of this Franchise may not be construed to create the basis for any liability on the part of the City, its elected officials, officers, employees, agents, and representatives for any injury or damage; or by reason of any schedule or specification review, inspection, notice and order, permission, or other approval or consent by the City; for any action or inaction thereof authorized or done in connection with the implementation or enforcement of this Franchise by the City; or for the accuracy of plans submitted to the City.

Sec. 21. Damage to facilities. Except as otherwise set forth herein, unless caused by or arising out of the active sole negligence, gross negligence, or intentional conduct of the City, the City shall not be liable for any damage to or loss of any facilities as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind on, in, under, over, across, or within a public way done by or on behalf of the City.

Sec. 22. 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 Franchise 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 Franchise 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 Franchise 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 Franchise, each party shall pay its own legal costs and attorneys' 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.

Sec. 23. Severability. If any section, sentence, clause or phrase of this Franchise or its application to any person or entity should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality will not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Franchise or its application to any other person or entity.

Sec. 24. Miscellaneous.

(1) **Equal employment and nondiscrimination.** Throughout the term of this Franchise, Grantee will fully comply with all applicable equal employment and nondiscrimination provisions and requirements of federal, state, and local laws, and in particular, FCC rules and regulations relating thereto.

(2) **Local employment efforts.** Grantee will use reasonable efforts to utilize qualified local contractors, including minority business enterprises and woman business enterprises, whenever the Grantee employs contractors to perform work under this Franchise.

(3) **Descriptive headings.** The headings and titles of the sections and subsections of this Franchise are for reference

purposes only and do not affect the meaning or interpretation of the text herein.

(4) **Force majeure.** Grantee shall not be required to perform any covenant or obligation in this Franchise, or be liable in damages to the City, so long as the performance or non-performance of the covenant or obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined for purposes of this Franchise as strikes, lockouts, sit-downs, material or labor restrictions by any governmental authority, unusual transportation delays, riots, floods, washouts, explosions, earthquakes, fire, storms, weather (including inclement weather which prevents construction), acts of the public enemy, wars, terrorism, insurrections, and/or any other cause not reasonably within the control of Grantee.

(5) **No joint venture.** Nothing herein will be deemed to create a joint venture or principal-agent relationship between the parties, and neither party is authorized to, nor shall either party act toward third persons or the public in any manner that would indicate any such relationship with the other.

(6) **Actions of the City or Grantee.** In performing their respective obligations under this Franchise, the City and Grantee will act in a reasonable, expeditious, and timely manner. Whenever this Franchise sets forth a time for any act to be performed by Grantee, such time shall be deemed to be of the essence, and any failure of Grantee to perform within the allotted time may be considered a material breach of this Franchise, and sufficient grounds for the City to invoke any relevant remedy.

(7) **Counterparts.** This Franchise may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Franchise shall be deemed to possess the full force and effect of the original.

(8) **Entire agreement.** This Franchise represents the entire understanding and agreement between the parties with respect to the subject matter and supersedes all prior oral and written negotiations between the parties.

(9) **Modification.** The parties may alter, amend or modify

the terms and conditions of this Franchise upon written agreement of both parties to such alteration, amendment or modification.

(10) **Rights granted.** This Franchise does not convey any right, title or interest in public ways, but shall be deemed only as authorization to enter, occupy, or use public ways for the limited purposes and terms stated in this Franchise. Further, this Franchise shall not be construed as any warranty of title.

(10) **Contractors and subcontractors.** Grantee's contractors and subcontractors must be licensed and bonded in accordance with the City's ordinances, rules, and regulations. Work by contractors and subcontractors is subject to the same restrictions, limitations and conditions as if the work were performed by Grantee.

Sec. 26. Publication. The City Clerk is authorized and directed to publish a summary hereof.

Sec. 27. Effective date. This Ordinance shall be in full force and effect five days from and after its passage, approval and publication as required by law, but if, and only if, the Grantee has endorsed this Ordinance and accepted the terms and conditions thereof.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

DRAFT Ordinance No.
Page 52 of 53

City Clerk

Published:

ACCEPTANCE :

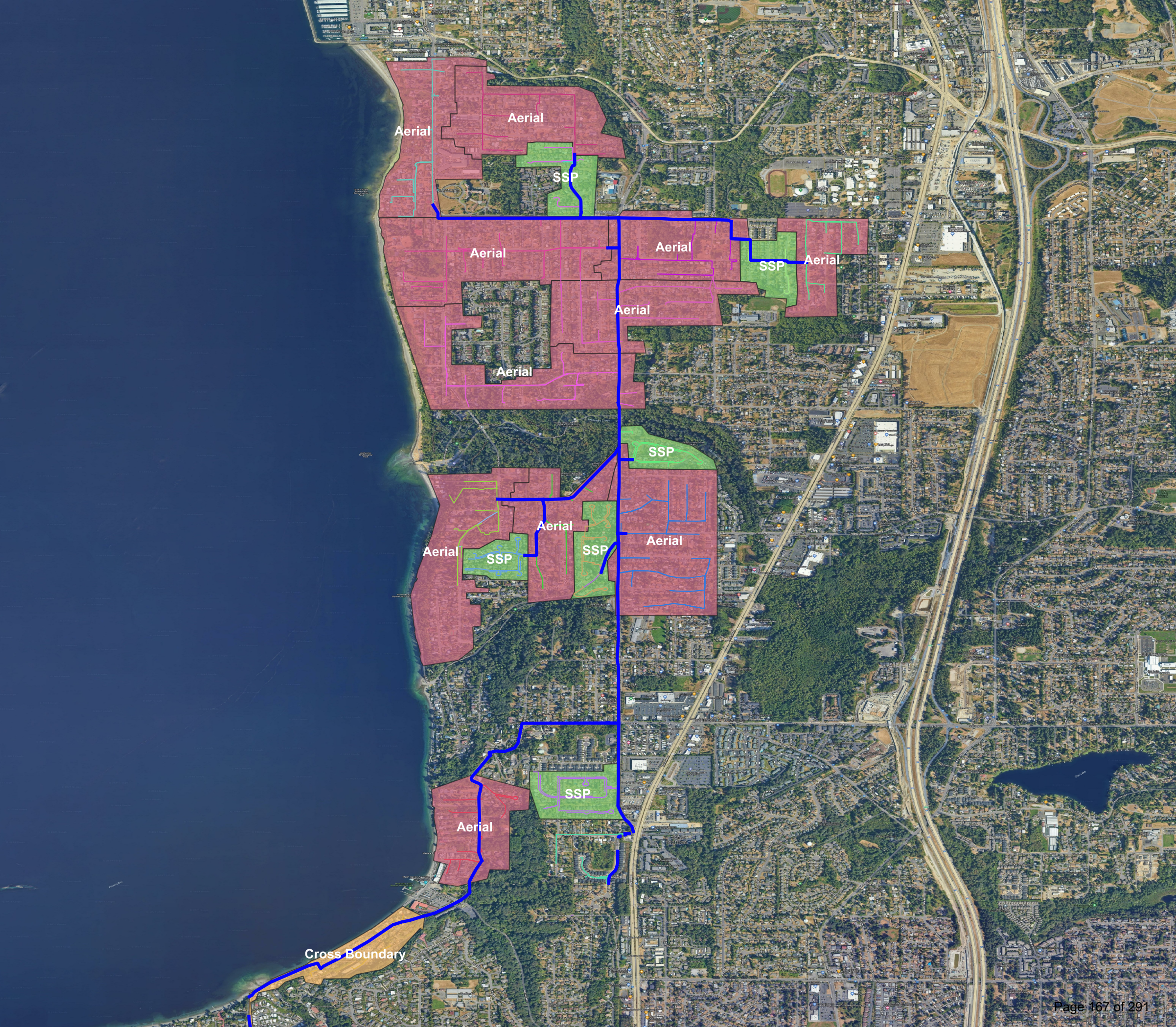
By accepting the Franchise, the Grantee: (1) acknowledges and accepts the City's legal right to issue and enforce the Franchise; (2) agrees that it will not oppose the City's intervening, to the extent that the City is legally entitled to do so, in any legal or regulatory proceeding affecting the Telecommunication System; (3) accepts and agrees to comply with each and every provision of this Franchise; and (4) agrees that the Franchise was granted pursuant to processes and procedures consistent with applicable law, and that it will not raise any claim to the contrary.

By: _____

Printed Name: _____

Date: _____

Title: _____



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Cross Boundary

June 5th, 2026

Zipty Fiber has entered into an agreement under which NFC Northwest, LLC (“NFC Northwest”) will fund construction and own fiber network assets in Des Moines, Washington.

NFC Northwest is a strategic partnership between BCE, Inc. (Zipty Fiber’s ultimate parent company) and PSP Investments (“PSP”), one of Canada’s largest pension fund investors. NFC Northwest is jointly owned by Zipty Fiber and PSP.

Zipty Fiber, LLC, as the certificated Incumbent Local Exchange Carrier (ILEC) in Washington, remains the entity responsible for providing regulated telecommunications services within its designated service areas.

All operational matters for building the fiber network in Des Moines will remain with Zipty Fiber. Under Zipty Fiber’s agreement with NFC Northwest, Zipty Fiber will file for and coordinate all required permits. Zipty Fiber will manage all construction activities and serve as your point of contact for all activity under both the NFC Northwest franchise and the Zipty Fiber Pacific franchise. Zipty Fiber will manage all citizen comments and questions and will respond to any citizen inquiries. You will see no change in contact personnel as a result of this partial assignment. As Zipty Fiber retains all end user customer relationships, your citizens will see no change in their service provider and all customer matters will remain the responsibility of Zipty Fiber.

The ‘last mile’ of fiber is the most expensive part of bringing fiber to the home. NFC will be building the ‘last mile’ and be the wholesale provider to Zipty.

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2026 Stormwater CMP Replacement Project

ATTACHMENTS:

1. Public Works Contract - Insituform Technologies
2. Bid Proposal (Responsive Low Bid)

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

June 10, 2026

CLEARANCES:

Finance

Public Works

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval for the Public Works Contract (Attachment 1) with Insituform Technologies. The following motion will appear on Consent Agenda:

Suggested Motion:

Motion: "I move to approve the Public Works Contract with Insituform Technologies for the 2026 Stormwater CMP Replacement Project, in the amount of \$256,385.00, authorize a project construction contingency in the amount of \$25,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Background

The replacement and rehabilitation of aging Corrugated Metal Pipe (CMP) infrastructure throughout the City was identified as a high priority in the 2015 Comprehensive Plan. CMP systems are considered a priority due to their relatively limited service life and susceptibility to corrosion, deterioration, and structural failure as they age. Proactive replacement and rehabilitation of these assets are essential to maintaining the reliability and functionality of the City's stormwater system.

The 2026 Stormwater CMP Replacement Project is located primarily within the neighborhood of South 261st Place between Marine View Drive South and 13th Place South. One portion of the project will be on 10th Ave South, immediately north of Kent

Des Moines Road. The South 261st Place neighborhood was selected as the primary focus area for the 2026 project because the stormwater system serving the neighborhood consists entirely of CMP that was inspected by closed-circuit television (CCTV) in summer 2023. The inspection identified pipe segments that would benefit from rehabilitation to extend their service life and reduce the risk of future failures.

The project proposes rehabilitation of approximately 1,260 linear feet of existing CMP using Cured-In-Place Pipe (CIPP) lining technology. CIPP was selected in lieu of full pipe replacement because it is a trenchless rehabilitation method that significantly reduces surface disturbance, construction impacts, and restoration requirements. The process involves installing a flexible liner within the existing pipe and curing it in place to create a new structural pipe inside the original conduit. Depending on existing conditions, CIPP rehabilitation can extend the service life of the rehabilitated pipe by approximately 50 to 75 years while restoring structural integrity and hydraulic performance.

Discussion

The 2026 Stormwater CMP Replacement Project was advertised for public bids in accordance with state law and requirements for competitive bidding of public works contracts. The engineer’s estimate was \$296,000. Therefore, the project was publicly bid on BXWA and advertised through the Daily Journal of Commerce and The Seattle Times on May 14th and May 21st. Bid proposals from 3 contractors were received and opened on May 28th, 2026 and are summarized below.

BID RESULTS

<u>Engineer’s Estimate</u>	<u>\$296,000.00</u>
<u>Contractor Name</u>	<u>Bid Amount</u>
Insituform Technologies	\$ 256,385.00 (responsive low bidder)
SCI Infrastructure	\$ 289,900.00
Sarkinen Plumbing Inc	\$ 384,880.00

Insituform Technologies is the Responsive Low Bidder (Attachment 2). The bid tabulation and contractor qualifications have been reviewed and staff finds that the low bid is responsive and recommends award of the contract to Insituform Technologies. Project completion is expected within 30 calendar days of Notice to Proceed.

Alternatives

The City Council could direct staff to reject all Bid Proposals and either elect to not move forward with the project or re-submit for construction bids at a later time.

Financial Impact

The City’s CIP Budget includes revenues to achieve full project funding.

Recommendation

Staff recommends adoption of the motion.



PUBLIC WORKS CONTRACT

between City of Des Moines and

Insituform Technologies

THIS CONTRACT is made and entered into this 26th day of June, 2026, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Insituform Technologies organized under the laws of the State of Missouri, located and doing business at 580 Goddard Avenue Echesterfield MO 63005, 636-530-8000, and Whittney Schulte (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 and Schedule of Work, attached hereto and incorporated herein by reference.

CMP Lining Project

Contractor shall install Cured In Place Pipe (CIPP) for 18 segments of storm drainage pipe, ranging in size from 8" to 12" diameter. The contractor shall properly clean and prepare all pipes prior to installation of CIPP liner. The Contractor may use either steam cured liner, UV cured liner, or a combination of both to complete work.

Contractor shall provide all traffic control, per the Manual of Uniform Traffic Control Devices (MUTCD) and the City's Right-of-Way Permit requirements.

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed.

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 Calendar Days of NTP. 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 \$256,385.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on

this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. 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, whichever is later. 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 **\$1281.93** 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.

E. 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.

F. 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 Bond 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 providing such bond 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 is 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 \$35,000.00, 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 bond, elect to have the City retain 50% 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: <u>Whittney Schulte</u>	CITY OF DES MOINES: By: _____
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<p style="text-align: center;"><i>(signature)</i></p> <p>Print Name: <u>Whittney Schulte</u> Its <u>Contracting & Attesting Officer</u> <i>(Title)</i></p> <p>DATE: <u>May 29, 2026</u></p>	<p style="text-align: center;"><i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u> Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____ City Attorney Director DATE: _____ DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>Whittney Schulte Insituform Technologies 580 Goddard Avenue Chesterfield, MO 63005</p> <p>636-530-8000 (telephone) WSchulte@azuria.com (facsimile/email)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Jeron Griffin City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 2068706523 (telephone) jgriffin@desmoineswa.gov (facsimile/email)</p>
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**SEALED BID FOR: CMP LINING
PROJECT**

BIDDER: INSITUFORM TECHNOLOGIES, LLC
580 GODDARD AVE
CHESTERFIELD, MO 63005

Washington Contractor's License No.: #INSITTL883CW UBI#601-880-220
Addenda Acknowledged:

Deliver To: CITY OF DES MOINES
PUBLIC WORKS DEPARTMENT
CITY HALL
21630 11TH AVENUE SOUTH
DES MOINES, WA 98198

BID DUE 5/28/2026
BID TIME 11:00 AM

Insituform Open Contracts

May 2026

Current Contract	Contract Amount	Contract Est Completion	Contact Name	Contact Phone
Bremerton WA. 2026 Sewer Rehab	\$ 629,146.34	6/18/2026	Denton Lynch	360-473-2350
Titan EW. King County Murray Forced Main	\$ 614,007.00	7/24/2026	Blaine McGoorty	253-561-1945
Walsh - King County Enatal Interceptor	\$ 1,200,000.00	Oct. 2026	Tim Rule	206-833-7822
La Grande OR., 2026 SS Rehab Project	\$ 340,005.00	Jun-26	Dana Knudson	541-962-1325
Ashland OR WW Collection and Storm Rehab	\$ 897,905.00	Aug-26	Derek HuizingaBell	541-552-2026
Tacoma WA Storm Water Rehab 2026	\$ 647,290.00	not planned yet	Andrew Stark	253-594-7871
Tacoma WA Wastewater Rehab 2026	\$ 1,588,153.00	not planned yet	Andrew Stark	253-594-7871

Equipment

Project Example 1

Name, address, and phone number of owner	City of Medford, 411 W. 8th Street, Medford OR 97501 541-531-3458
Name of Project	2022 WW Collection and Storm CIPP Project
Location	Medford OR
Project Description	8-30" CIPP at 32,560'
Contract Amount	\$1,674,000.00
Date of Completion	Mar-22
Name, Address, and Phone of engineer	See above
Owners project Engineer	Peter Brown

Project Example 2

Name, address, and phone number of owner	City of West Linn, 2042 8th Ave, West Linn OR 98232 503-722-3434
Name of Project	Sanitary Sewer Rehab PW 21-01
Location	West Linn OR
Project Description	6-15" of CIPP at 27,561'
Contract Amount	\$1,457,622.00
Date of Completion	Mar-22
Name, Address, and Phone of engineer	see above
Owners project Engineer	Erich Lais

Project Example 3

Name, address, and phone number of owner	City of Medford, 411 W. 8th Street, Medford OR 97501 541-531-3458
Name of Project	2020 WW Collection and Storm CIPP Project
Location	Medford OR
Project Description	6-24" CIPP at 22,352'
Contract Amount	\$1,197,552.00
Date of Completion	May-20
Name, Address, and Phone of engineer	see above
Owners project Engineer	Peter Brown

Project Example 4

Name, address, and phone number of owner	City of Seattle Public Utilities, 700 5th Ave #4700, Seattle WA 98104 206-423-2165
Name of Project	2022-035 Sewer Rehabilitation
Location	Seattle WA
Project Description	27000' of 6-12" CIPP in heavy downtown area
Contract Amount	\$3,296,212.00
Date of Completion	Mar-24
Name, Address, and Phone of engineer	see above
Owners project Engineer	Allan Arayata

Project Example 5

Name, address, and phone number of owner	City of Bremerton, 3027 Olympus Dr., Bremerton WA 360-473-2354
Name of Project	2023 Sewer Rehab
Location	Bremerton WA

Project Description	10,000' of 8-21" Of Sanitary and Storm Sewer
Contract Amount	\$1,376,536.00
Date of Completion	Jul-23
Name, Address, and Phone of engineer	see above
Owners project Engineer	David Powell

Project Example 6

Name, address, and phone number of owner	City of Issaquah, 525 1st Ave., Issaquah WA. 425-837-3400
Name of Project	SW 004 2024 Sewer Rehab
Location	Issaquah WA
Project Description	12,000' of 8-12" CIPP for Sewer
Contract Amount	\$1,010,537.00
Date of Completion	Nov-24
Name, Address, and Phone of engineer	see above
Owners project Engineer	Tony Nguyen

Project Example 7

Name, address, and phone number of owner	City of Reno, Department of Public Works, PO BOX 1900, Reno NV 89505
Name of Project	PWP WA 2024-307
Location	Reno, NV
Prime Contractor (if applicable) name, email, ph	
Project Description	8"x24,188, 10"x1773', 12"x4085', with laterals
Initial Contract Amount	\$ 3,080,070.00
Final Contract Amount	\$ 3,080,070.00
Scheduled completion	May-24
Date of Final Completion	May-24
Change Order in time and money	N/A
LDs assessed or stop notices (yes/no)	No
Name, Address, and Phone of engineer	Raymond Enerio P.E., enerior@reno.gov, 775-895-2829
Owners project Engineer	Same as above

List of Major Equipment Owned	Half ton truck, 1 ton truck, TV/Cutter Van, Jetter truck, Boiler truck, tool trailer, Refer Semi Truck, Compressors, Pumps and hose for bypass, CIPP liner
Years in Business under current name	Since 12/31/2011

10 years of local CIPP Experience

ICB Job Number	Project Name	Project Manager	Customer Account Information	Owner Account Information	Bid Date	Completed/Closed Date	Business Unit Code	Original Contract Value	Revenue	Quantity	Linear Feet
202020	Albina Yard Caboose Containment Pad - Insitu-Linin	Abramowski, Kirk Joseph	Customer Account Name: Wyoming Efficiency Contractors, Inc. Address: 530 E. Costilla Street Phone: (719) 481-4149	Owner Account Name: Union Pacific Railroad - Corporate Headquarters Address: 1400 Douglas Street Phone: (402) 544-7236	1/11/2007	10/26/2016	Sub	12,500.00	25,000.00	6	185.00
202056	Bakerview Square - Blaine, WA 48 inch Storm Sewer	Gann Jr, Richard L.	Customer Account Name: Madrona Bay LLC Address: 401 Harris Avenue, Suite210 Phone: (360) 527-2777	Owner Account Name: Madrona Bay LLC Address: 401 Harris Avenue, Suite210 Phone: (360) 527-2777	5/9/2008	1/26/2015	Prime	105,600.00	214,625.00	42	454.00
202080	Outfall 22B Expanded IRAM - Starlink Logistics, In	Huss, Eric D.	Customer Account Name: Starlink Logistics, Inc. Address: Not Available Phone: 555-1212	Owner Account Name: Starlink Logistics, Inc. Address: Not Available Phone: 555-1212	6/17/2009	3/21/2016	Prime	1,056,834.58	2,327,156.03	6 8 10 12 15 18 21 24 30 36 48 60	883.00 1,063.00 28.00 350.00 166.00 1,728.00 469.00 446.00 144.00 702.00 1,674.00 1,485.00
202139	PORTLAND,OR-WESTSIDE/EASTSIDE	Hayes, Timothy B	Customer Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	Owner Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	7/26/2011	1/25/2016	Prime	1,923,117.95	2,781,039.53	6 8 18 24 30 36 45 54	282.00 6,953.00 302.00 755.00 1,001.00 1,749.00 2,092.00 232.00
202148	Sewer Trunk Line Improvements - Myers Road to Main	Hayes, Timothy B	Customer Account Name: City Of Bonney Lake, Wa Address: 8720 184th Avenue East Phone: +1 253 8628602	Owner Account Name: City of Bonney Lake, WA Address: 8720 184th Avenue East Phone: +1 253 8628602	5/23/2012	2/27/2015	Prime	297,423.64	409,056.17	18 24	3,182.00 991.00
202154	SR 99 Tunnel Project Sewer Relocation Lining	Hayes, Timothy B	Customer Account Name: City Of Seattle, Wa - Public Utilities Address: 710 2nd Avenue Phone: +1 206 6847753	Owner Account Name: City of Seattle,WA-*Main Address: 700 5th Avenue, Suite 1800 Phone: +1 206 6847753	4/28/2012	3/30/2015	Sub	80,120.00	120,180.00	36 48	90.00 92.00
202207	MACKNAK-SAYBR JV -USACE WA	Gann, Richard	Customer Account Name: US Army - Fort Lewis,WA Address: Fort Lewis Phone: +1(253) 967-1110	Owner Account Name: US Army - Fort Lewis,WA Address: Fort Lewis Phone: +1(253) 967-1110	6/18/2014	2/2/2015	Sub	163,782.00	154,465.00	6 8 10 15	372.00 1,963.00 223.00 755.00

202208	ALUTIQQ MANUFACTURING, USPFO-OR	Gann, Richard	Customer Account Name: Alutiqq Manufacturing Contractors- Tacoma, WA Address: 5405 15th St E Phone: +1(253) 964- 8233	Owner Account Name: US Air National Guard - Portland,OR Address: 6801 NE Cornfoot Rd Phone: +1(999) 999-9999	12/15/2014	2/17/2015	Sub	84,500.00	84,500.00	18	170.00
										24	478.00
202209	CHEROKEE GENERAL CORP USACE	Gann, Richard	Customer Account Name: Doyon Government Group- Federal Way, WA Address: 33810 Weyerhaeuser Way S Ste 100 Phone: +1(253) 344- 5300	Owner Account Name: US Air Force - McChord AFB, WA Address: Bldg 555, Barnes Blvd. Phone: +1(253) 982-2248	9/5/2014	2/24/2015	Sub	429,717.00	350,380.50	8	3,019.00
										10	363.00
										12	102.00
										24	2,254.00
									30	281.00	
202210	SEATTLE WA,26TH AVE SW EMERG	Gann, Richard	Customer Account Name: City of Seattle,WA-*Main Address: 700 5th Ave Ste 1800 Phone: +1(206) 684- 7753	Owner Account Name: City of Seattle,WA-*Main Address: 700 5th Ave Ste 1800 Phone: +1(206) 684-7753	3/2/2015	3/6/2015	Prime	64,769.00	64,826.38	8	1,003.00
202211	PIPKIN CONST- WENATCHEE,WA	Gann, Richard	Customer Account Name: City of Wenatchee,WA- Wastewater Treatment Plant Address: 201 N Worthen Phone: +1(509) 664- 3382	Owner Account Name: City of Wenatchee,WA- Wastewater Treatment Plant Address: 201 N Worthen Phone: +1(509) 664-3382	11/18/2014	3/5/2015	Sub	71,222.00	81,490.74	8	1,798.00
										10	477.00
202212	SEATTLE, WA - 2013 -REBID	Gann, Richard	Customer Account Name: City of Seattle,WA-*Main Address: 700 5th Ave Ste 1800 Phone: +1(206) 684- 7753	Owner Account Name: City of Seattle,WA-*Main Address: 700 5th Ave Ste 1800 Phone: +1(206) 684-7753	12/17/2014	3/11/2015	Prime	402,131.00	401,608.68	6	305.00
										8	4,555.00
										10	317.00
										12	765.00
										15	40.00
									18	195.00	
202213	MOORE EXCAVATING,MEI J4371-OC	Gann, Richard	Customer Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823- 5752	Owner Account Name: City of Portland, OR- Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	8/28/2014	3/27/2015	Sub	90,154.00	103,834.00	10	137.00
										54	260.00
202214	DALLES, OR - 2015 -003	Rizo, Roberto J	Customer Account Name: City of The Dalles, OR Address: 1215 W 1st St Phone: +1(541) 296- 5401	Owner Account Name: City of The Dalles, OR Address: 1215 W 1st St Phone: +1(541) 296-5401	3/31/2015	4/30/2015	Prime	286,612.00	341,005.45	6	1,382.00
										8	4,263.00
										12	870.00
										15	393.00
										21	732.00
202216	LADUKE CONSTRU,DOUGL AS COUNTY	Rizo, Roberto J	Customer Account Name: Department of Transportation - State of Oregon (ODOT)-0-Salem,OR Address: 455 Airport Rd Bldg K Phone: +1(503) 986- 6936	Owner Account Name: Department of Transportation - State of Oregon (ODOT)-0- Salem,OR Address: 455 Airport Rd Bldg K Phone: +1(503) 986-6936	5/7/2015	6/12/2015	Sub	301,247.00	280,811.00	18	1,390.00
										24	111.00

202217	MOORE EXCAVMEI,PORTLAND OR	Rizo, Roberto J	Customer Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	Owner Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	3/19/2015	8/4/2015	Sub	133,040.00	128,896.00	61	194.00
202218	MOORE EXCAVDBA IRON HORSE GRP	Rizo, Roberto J	Customer Account Name: City of Gresham, OR Address: 1333 NW Eastman Pkwy Phone: +1(503) 618-2633	Owner Account Name: City of Gresham, OR Address: 1333 NW Eastman Pkwy Phone: +1(503) 618-2633	5/27/2015	8/7/2015	Sub	48,465.00	39,593.00	8	1,210.00
202220	BP WEST COAST PRODUCTS, LLC	Rizo, Roberto J	Customer Account Name: BP-Blaine,WA-Cherry Point Refinery Address: 4519 Grandview Rd Phone: +1(360) 371-1258	Owner Account Name: BP-Blaine,WA-Cherry Point Refinery Address: 4519 Grandview Rd Phone: +1(360) 371-1258	8/13/2015	8/18/2015	Prime	286,420.00	286,419.05	36	764.00
202221	RENTON - WACAG-15-149	Rizo, Roberto J	Customer Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	Owner Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	8/4/2015	8/20/2015	Prime	752,904.00	695,547.59	14	700.00
										18	187.00
										24	3,001.00
202222	MID MOUNTAIN CONTRACTORS,INC	Rizo, Roberto J	Customer Account Name: Mid-Mountain Contractors, Inc.-Kirkland,WA Address: 825 5th Ave Phone: +1(425) 202-3600	Owner Account Name: City of Bellevue, WA Address: 450 110th Ave NE Phone: +1(425) 452-6997	5/20/2015	11/18/2015	Sub	70,000.00	70,000.00	24	215.00
202223	LONGVIEW, WA-15-1925-S	Rizo, Roberto J	Customer Account Name: City of Longview, WA Address: 1525 Broadway Ave Phone: +1(360) 442-5215	Owner Account Name: City of Longview, WA Address: 1525 Broadway Ave Phone: +1(360) 442-5215	7/21/2015	8/26/2015	Prime	276,287.00	252,184.61	8	462.00
										30	950.00
202224	SILVERTON, OR - 2015	Rizo, Roberto J	Customer Account Name: City of Silverton, OR Address: 830 McClaine St Phone: +1	Owner Account Name: City of Silverton, OR Address: 830 McClaine St Phone: +1	8/19/2015	9/9/2015	Prime	240,530.00	232,644.81	15	718.00
										18	1,715.00
202225	MOUNT VERNON, WA 2015	Rizo, Roberto J	Customer Account Name: City of Mount Vernon, WA Address: 1024 Cleveland Phone: +1(360) 336-6204	Owner Account Name: City of Mount Vernon, WA Address: 1024 Cleveland Phone: +1(360) 336-6204	8/25/2015	9/15/2015	Prime	531,911.00	502,233.92	6	263.00
										8	2,019.00
										12	2,776.00
										15	858.00
										18	479.00
										30	828.00
202226	EUGENE, OR-4970	Rizo, Roberto J	Customer Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	Owner Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	9/22/2015	10/20/2015	Prime	690,569.00	657,879.53	6	265.00
										8	17,652.00
										10	1,088.00
										12	202.00
										14	355.00
										24	17.00

202227	SILVER LAKE WS DISTSNOHOMISH	Rizo, Roberto J	Customer Account Name: Silver Lake Water and Sewer District Address: 2210 132nd SE Phone: +1	Owner Account Name: Silver Lake Water and Sewer District Address: 2210 132nd SE Phone: +1	10/15/2015	11/2/2015	Prime	562,812.00	513,803.00	8	3,534.00
202228	MID MOUNTAIN CONTRACTORS,IN C	Rizo, Roberto J	Customer Account Name: Seattle Public Utilities-Seattle,WA Address: 700 Fifth Ave Phone: +1(206) 386- 1834	Owner Account Name: Seattle Public Utilities- Seattle,WA Address: 700 Fifth Ave Phone: +1(206) 386-1834	6/10/2015	11/18/2015	Sub	302,375.00	436,781.25	10	18.00
										16	1,578.00
										21	1,330.00
202229	LANDIS LANDIS CONSTILLAMOOK	Rizo, Roberto J	Customer Account Name: Landis & Landis Construction- Canby, OR Address: 193 NE 3rd St Phone: +1(503) 466- 9043	Owner Account Name: City of Tillamook, OR Address: 210 Laurel Ave Phone: +1(503) 842-2472	9/29/2015	11/24/2015	Sub	156,314.00	155,336.00	18	1,661.00
202230	SETON CONSTRUCTION,B AINBRIDGE	Rizo, Roberto J	Customer Account Name: City of Bainbridge Island,WA Address: 260 Madison Ave N Phone: +1(206) 842- 2016	Owner Account Name: City of Bainbridge Island,WA Address: 280 Madison Ave N Phone: +1(206) 842-2016	10/20/2015	12/11/2015	Sub	120,076.00	116,593.81	8	2,223.00
										10	1,104.00
202231	REEDSPORT OR, 2015 PROJECT	Beck, Jeffrey M	Customer Account Name: City of Reedsport, OR Address: 451 Winchester Ave Phone: +1(541) 271- 3603	Owner Account Name: City of Reedsport, OR Address: 451 Winchester Ave Phone: +1(541) 271-3603	10/28/2015	1/14/2016	Prime	74,865.00	74,865.00	8	1,221.00
										12	576.00
202232	SHORELINE, WA - BID NO 8346	Rizo, Roberto J	Customer Account Name: City of Shoreline, WA Address: 1519 NE 177th St Phone: +1(206) 362- 8100	Owner Account Name: City of Shoreline, WA Address: 1519 NE 177th St Phone: +1(206) 362-8100	2/4/2016	4/11/2016	Prime	441,974.00	361,082.08	12	2,186.00
										18	875.00
202233	ROAD CONST NORTHWEST, INC	Rizo, Roberto J	Customer Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430- 7223	Owner Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	6/9/2015	3/7/2016	Prime	90,707.00	89,613.76	24	659.00
202234	WEST LINN, OR 2016	Rizo, Roberto J	Customer Account Name: City of West Linn, OR Address: 2042 8th Ave Phone: +1(503) 656- 6081	Owner Account Name: City of West Linn, OR Address: 2042 8th Ave Phone: +1(503) 656-6081	2/24/2016	3/23/2016	Prime	991,640.00	934,427.42	8	12,250.00
										12	8,917.70
										15	3,118.00
										24	360.00
202235	LASER UNDERGROUND EARTHWORKS	Rizo, Roberto J	Customer Account Name: Midway Sewer District Address: 3030 S 240th St Phone: +1(206) 824- 4960	Owner Account Name: Midway Sewer District Address: 3030 S 240th St Phone: +1(206) 824-4960	1/21/2016	3/31/2016	Sub	118,965.00	123,385.00	8	789.00
										10	3,270.00

202236	CLARK REGIONAL WASTEWATER	Rizo, Roberto J	Customer Account	Owner Account	3/3/2016	3/31/2016	Prime	525,398.00	499,125.59	21	2,131.00
			Name: Clark Regional Wastewater District- Vancouver,WA Address: 8000 NE 52nd Ct Phone: +1(360) 750-5876	Name: Clark Regional Wastewater District- Vancouver,WA Address: 8000 NE 52nd Ct Phone: +1(360) 750-5876						24	346.00
202237	EDMONDS, WA - 2015 E4GB/C456	Rizo, Roberto J	Customer Account	Owner Account	3/22/2016	4/12/2016	Prime	1,029,966.00	644,621.87	8	5,732.00
			Name: City of Edmonds, WA Address: 121 5th Ave N Phone: +1(425) 771-0220	Name: City of Edmonds, WA Address: 121 5th Ave N Phone: +1(425) 771-0220						15	446.00
202238	SEATTLE, WA - 2014 -REBID	Rizo, Roberto J	Customer Account	Owner Account	5/4/2016	6/16/2016	Prime	1,159,319.00	797,161.23	6	420.00
			Name: Seattle Public Utilities-Seattle,WA Address: 700 Fifth Ave Phone: +1(206) 386-1834	Name: Seattle Public Utilities-Seattle,WA Address: 700 Fifth Ave Phone: +1(206) 386-1834						8	5,453.00
										10	211.00
										12	415.00
202239	TACOMA WA,2016A,PENV04 014-10	Rizo, Roberto J	Customer Account	Owner Account	5/31/2016	7/6/2016	Prime	636,514.00	571,005.71	8	8,018.00
			Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588	Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588						10	837.00
										12	175.00
										18	116.00
202240	FEDERAL WAY,WA RFB16-007	Rizo, Roberto J	Customer Account	Owner Account	7/7/2016	8/25/2016	Prime	88,535.00	63,084.64	24	861.00
			Name: City of Federal Way, WA Address: 33325 8th Ave S Phone: +1(253) 835-2700	Name: City of Federal Way, WA Address: 33325 8th Ave S Phone: +1(253) 835-2700						18	116.00
										24	861.00
										24	861.00
202241	PORT OF SEATTLE, WA -U00050	Rizo, Roberto J	Customer Account	Owner Account	8/18/2016	8/30/2016	Sub	228,750.00	228,750.00	24	86.00
			Name: Port of Seattle, WA Address: 2711 Alaska Way Phone: +1(206) 988-5530	Name: Port of Seattle, WA Address: 2711 Alaska Way Phone: +1(206) 988-5530						36	87.00
202243	NEWPORT, OR - 2016 REPAIRS	Rizo, Roberto J	Customer Account	Owner Account	8/31/2016	9/26/2016	Prime	311,799.00	200,000.00	24	421.00
			Name: City of Newport, OR Address: 169 SW Coast Hwy Phone: +1(541) 574-3376	Name: City of Newport, OR Address: 169 SW Coast Hwy Phone: +1(541) 574-3376						36	725.00
202244	KING COUNTY, WA C01096C16	Rizo, Roberto J	Customer Account	Owner Account	10/6/2016	11/9/2016	Prime	265,221.00	274,145.00	24	423.00
			Name: King County-Seattle,WA-*Main Address: 201 S Jackson St Phone: +1(206) 684-1280	Name: King County-Seattle,WA *Main Address: 201 S Jackson St Phone: +1(206) 684-1280							
202245	VANCOUVER, WA BID 16-24	Rizo, Roberto J	Customer Account	Owner Account	10/4/2016	12/20/2016	Prime	312,928.00	255,560.00	8	1,666.00
			Name: City of Vancouver, WA Address: 4500 SE Columbia Way Phone: +1(360) 696-8008	Name: City of Vancouver, WA Address: 4500 SE Columbia Way Phone: +1(360) 696-8008						10	428.00
										12	216.00

202246	MEDFORD OR, 2017 PROJECT	Rizo, Roberto J	Customer Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774- 2100	Owner Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774-2100	12/15/2016	12/21/2016	Prime	492,197.00	600,386.76	6	3,674.00
										8	9,621.00
										10	592.00
										12	190.00
										15	425.00
30	399.00										
202247	MOORE EXCAVMEI,PORTLA ND OR	Rizo, Roberto J	Customer Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823- 5752	Owner Account Name: City of Portland, OR- Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	8/25/2016	2/16/2017	Sub	569,441.00	468,053.14	8	4,603.00
										10	4,914.00
										14	284.00
										15	1,715.00
18	713.00										
202248	INTERWEST CONST INC	Rizo, Roberto J	Customer Account Name: City of Duvall, WA Address: 14525 Main St NE Phone: +1(425) 788- 0257	Owner Account Name: City of Duvall, WA Address: 14525 Main St NE Phone: +1(425) 788-0257	9/2/2016	2/6/2017	Sub	135,410.00	119,277.58	12	1,913.00
202249	RENTON WA,RENTON HIGHLANDS PH1	Rizo, Roberto J	Customer Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430- 7223	Owner Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	1/10/2017	2/3/2017	Prime	1,269,423.00	1,129,338.00	6	690.00
										8	29,816.00
										10	1,345.00
21	336.80										
202250	ADVANCED EXCAVATINGLON GVIEW WA	Rizo, Roberto J	Customer Account Name: City of Longview, WA Address: 1525 Broadway Ave Phone: +1(360) 442- 5215	Owner Account Name: City of Longview, WA Address: 1525 Broadway Ave Phone: +1(360) 442-5215	1/26/2017	2/3/2017	Sub	51,880.00	50,688.00	12	320.00
202252	FORMA CONST CO, EVERETT, WA	Rizo, Roberto J	Customer Account Name: City of Everett,WA-Everett Public Works Address: 3200 Cedar St Phone: +1(425) 257- 7210	Owner Account Name: City of Everett,WA-Everett Public Works Address: 3200 Cedar St Phone: +1(425) 257-7210	2/15/2017	2/27/2017	Sub	143,700.00	65,539.85	21	70.00
202253	FEDERAL WAY,WA RFB16-011	Rizo, Roberto J	Customer Account Name: City of Federal Way, WA Address: 33325 8th Ave S Phone: +1(253) 835- 2700	Owner Account Name: City of Federal Way, WA Address: 33325 8th Ave S Phone: +1(253) 835-2700	1/17/2017	2/27/2017	Prime	1,132,442.00	788,673.40	12	13,447.50
										15	1,338.90
										18	1,596.10
202254	WEST LINN OR,2017,PW-16-06	Rizo, Roberto J	Customer Account Name: City of West Linn, OR Address: 2042 8th Ave Phone: +1(503) 656- 6081	Owner Account Name: City of West Linn, OR Address: 2042 8th Ave Phone: +1(503) 656-6081	2/1/2017	3/9/2017	Prime	1,283,691.00	1,080,243.30	8	28,125.00
										10	4,904.00
										14	194.00
202255	GRESHAM, OR- 2017	Rizo, Roberto J	Customer Account Name: City of Gresham, OR Address: 1333 NW Eastman Pkwy Phone: +1(503) 618- 2633	Owner Account Name: City of Gresham, OR Address: 1333 NW Eastman Pkwy Phone: +1(503) 618-2633	3/21/2017	4/3/2017	Prime	359,542.00	316,157.98	8	5,713.00
										12	1,085.00

202256	REEDSPORT OR,2016/2017 PROJECT	Rizo, Roberto J	Customer Account	Owner Account	4/4/2017	4/6/2017	Prime	100,800.00	86,660.00	8	131.00
			Name: City of Reedsport, OR	Name: City of Reedsport, OR						10	360.00
			Address: 451 Winchester Ave Phone: +1(541) 271- 3603	Address: 451 Winchester Ave Phone: +1(541) 271-3603						12	355.00
202257	LONGVIEW, WA- 2017 EMERGENCY	Rizo, Roberto J	Customer Account	Owner Account	4/4/2017	4/18/2017	Prime	158,587.00	142,827.00	24	845.00
Name: City of Longview, WA	Name: City of Longview, WA										
Address: 1525 Broadway Ave Phone: +1(360) 442- 5215	Address: 1525 Broadway Ave Phone: +1(360) 442-5215										
202258	LANDIS LANDIS CONSTILLAMOOK	Rizo, Roberto J	Customer Account	Owner Account	8/16/2016	5/1/2017	Sub	38,906.00	38,615.00	8	751.00
Name: City of Tillamook, OR	Name: City of Tillamook, OR										
Address: 210 Laurel Ave Phone: +1(503) 842- 2472	Address: 210 Laurel Ave Phone: +1(503) 842-2472										
202259	ELLENSBURG, WA 2017-040	Rizo, Roberto J	Customer Account	Owner Account	3/28/2017	5/11/2017	Prime	139,662.00	135,234.00	8	2,404.00
			Name: City of Ellensburg, WA	Name: City of Ellensburg, WA						12	446.00
			Address: 501 N Anderson St Phone: +1(509) 962- 7230	Address: 501 N Anderson St Phone: +1(509) 962-7230							
202260	TACOMA,WA 2017G,	Miller, Daren A	Customer Account	Owner Account	6/7/2017	7/20/2017	Prime	1,046,725.00	934,145.85	8	8,407.00
			Name: City of Tacoma, WA-*Main Location	Name: City of Tacoma, WA- *Main Location						10	1,056.00
			Address: 2201 Portland Ave Phone: +1(253) 591- 5588	Address: 2201 Portland Ave Phone: +1(253) 591-5588						12	4,084.00
										15	621.00
202261	MOORE EXCAVMEI,PORTLA ND OR	Miller, Daren A	Customer Account	Owner Account	5/9/2017	8/7/2017	Sub	281,424.00	280,709.20	8	2,551.15
			Name: City of Portland, OR-Bureau of Environmental Svcs (BES)	Name: City of Portland, OR- Bureau of Environmental Svcs (BES)						10	2,001.00
			Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823- 5752	Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752						12	1,599.00
202262	MOORE EXCAVMEI,PORTLA ND OR	Miller, Daren A	Customer Account	Owner Account	2/28/2017	8/15/2017	Prime	174,604.00	153,947.77	8	1,702.00
			Name: City of Portland, OR-Bureau of Environmental Svcs (BES)	Name: City of Portland, OR- Bureau of Environmental Svcs (BES)						10	260.00
			Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823- 5752	Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752						12	361.00
										30	261.00
202263	SEDRO-WOOLLEY, WA 2017-PW-16	Miller, Daren A	Customer Account	Owner Account	8/7/2017	8/15/2017	Prime	361,002.00	409,509.64	6	1,397.00
			Name: City of Sedro-Woolley, WA	Name: City of Sedro-Woolley, WA						8	9,261.00
			Address: 720 Murdock St Phone: +1(360) 856- 1100	Address: 720 Murdock St Phone: +1(360) 856-1100						15	297.00
										18	0.00
202264	TIGARD, OR - PACIFIC HWY	Miller, Daren A	Customer Account	Owner Account	8/14/2017	9/21/2017	Prime	148,041.00	130,543.00	8	3,539.00
Name: City of Tigard, OR	Name: City of Tigard, OR										
Address: 13125 SW Hall Blvd Phone: +1(503) 639- 4171	Address: 13125 SW Hall Blvd Phone: +1(503) 639-4171										

202265	TRENCH LINE EXCAVATING	Morris, James Michael	Customer Account	Owner Account	10/18/2017	11/16/2017	Sub	287,799.00	302,827.16	8	1,419.00
			Name: City of Beaverton, OR	Name: City of Beaverton, OR		12					2,011.00
			Address: 12725 SW Millikan Way	Address: 12725 SW Millikan Way		15					769.00
			Phone: +1(503) 526-2223	Phone: +1(503) 526-2223		18					595.00
						21					376.00
202266	SEATTLE, WA - 2016-116	Morris, James Michael	Customer Account	Owner Account	10/4/2017	12/4/2017	Prime	3,285,522.00	3,012,472.53	6	496.00
			Name: Seattle Public Utilities-Seattle,WA	Name: Seattle Public Utilities-Seattle,WA		8					36,234.00
			Address: 700 Fifth Ave	Address: 700 Fifth Ave		10					4,730.00
			Phone: +1(206) 386-1834	Phone: +1(206) 386-1834		12					553.00
						30					355.00
202267	BP WEST COAST PRODUCTS, LLC	Miller, Daren A	Customer Account	Owner Account	11/7/2017	11/30/2017	Prime	195,000.00	195,000.00	36	130.00
Name: BP-Blaine,WA-Cherry Point Refinery	Name: BP-Blaine,WA-Cherry Point Refinery										
Address: 4519 Grandview Rd	Address: 4519 Grandview Rd										
Phone: +1(360) 371-1258	Phone: +1(360) 371-1258										
202269	TAPANI INC, WINLOCK WA	Morris, James Michael	Customer Account	Owner Account	11/14/2017	2/2/2018	Sub	230,413.00	251,813.30	6	2,796.00
Name: Tapani Underground, Inc.-Battle Ground, WA	Name: City of Winlock, WA		8	3,025.00							
Address: 1904 SE 6th Pl	Address: 323 NE 1st St										
PO Box 1900	Phone: +1(360) 550-5289										
Phone: +1(360) 687-1148											
202270	ROGUE VALLEY SEWER SVCS,FY2018	Morris, James Michael	Customer Account	Owner Account	2/16/2018	2/28/2018	Prime	247,866.00	326,220.86	8	1,631.00
			Name: Rogue Valley Sewer Services-Central Point,OR	Name: Rogue Valley Sewer Services-Central Point,OR		10					1,319.00
			Address: 138 W Vilas Rd	Address: 138 W Vilas Rd		12					1,768.00
Phone: +1(541) 664-6300	Phone: +1(541) 664-6300										
202271	FLOW TECHNOLOGIES,SEATTLE WA	Morris, James Michael		Owner Account	11/7/2017	3/14/2018	Sub	58,141.00	52,476.18	10	107.00
	Name: Seattle Public Utilities-Seattle,WA										
	Address: 700 Fifth Ave										
	Phone: +1(206) 386-1834										
202272	FABER CONSTRUCTION, BELLINGHAM	Morris, James Michael	Customer Account	Owner Account	1/9/2018	3/26/2018	Prime	144,646.00	84,862.00	8	246.00
			Name: City of Bellingham, WA-Lottie St	Name: City of Bellingham, WA-Lottie St		10					189.00
			Address: 210 Lottie St	Address: 210 Lottie St		12					424.00
Phone: +1(360) 676-6961	Phone: +1(360) 676-6961										
202273	NEWBERG, OR 706301	Morris, James Michael	Customer Account	Owner Account	2/15/2018	3/27/2018	Prime	244,624.00	211,691.58	8	4,644.00
Name: City of Newberg, OR	Name: City of Newberg, OR		86	315.00							
Address: 414 E 1st St	Address: 414 E 1st St										
Phone: +1(503) 537-1240	Phone: +1(503) 537-1240										
202274	PIVETTA BROTHERS CONSSHELTON	Morris, James Michael	Customer Account	Owner Account	3/1/2018	3/30/2018	Sub	228,370.00	234,383.29	8	3,126.00
			Name: Pivetta Brothers Construction-Summer, WA	Name: City of Shelton, WA		15					2,600.00
Address: 1812 Pease Ave	Address: 1000 W Pine St										
Phone: +1(253) 862-7890	Phone: +1										

202275	EUGENE, OR - 5050	Morris, James Michael	Customer Account	Owner Account	3/23/2018	4/6/2018	Prime	386,022.00	422,180.50	8	8,295.00
			Name: City of Eugene, OR	Name: City of Eugene, OR						10	384.00
			Address: 99 E Broadway Ave Ste 400	Address: 99 E Broadway Ave Ste 400						15	602.00
			Phone: +1(541) 682-5241	Phone: +1(541) 682-5241							
202276	BREMERTON WA, 2018 REHAB	Morris, James Michael	Customer Account	Owner Account	5/10/2018	6/6/2018	Prime	864,401.00	796,855.00	8	9,308.00
			Name: City of Bremerton, WA	Name: City of Bremerton, WA						10	222.00
			Address: 3027 Olympus Dr	Address: 3027 Olympus Dr						12	1,387.00
			Phone: +1(360) 473-2354	Phone: +1(360) 473-2354					15	663.00	
202277	ISSAQUAH WA, PROJSEWR180 01	Morris, James Michael	Customer Account	Owner Account	5/1/2018	6/8/2018	Prime	327,457.00	294,270.00	8	9,057.00
			Name: City of Issaquah, WA	Name: City of Issaquah, WA							
			Address: 525 1st Ave NW	Address: 525 1st Ave NW							
			Phone: +1(425) 837-3400	Phone: +1(425) 837-3400							
202278	BEND, OR 1SPIR	Morris, James Michael	Customer Account	Owner Account	5/6/2018	6/22/2018	Prime	5,503,392.00	5,961,969.71	30	1,047.00
			Name: City of Bend, OR*Main	Name: City of Bend, OR*Main						36	6,320.00
			Address: 709 NW Wall St	Address: 709 NW Wall St						42	5,835.00
			Phone: +1(541) 317-3000	Phone: +1(541) 317-3000							
202279	PORT OF SEATTLE, WA-T18 PHASE 1	Morris, James Michael	Customer Account	Owner Account	7/7/2018	7/17/2018	Prime	242,220.00	224,586.27	27	94.00
			Name: Port of Seattle, WA	Name: Port of Seattle, WA						30	42.00
			Address: 2711 Alaska Way	Address: 2711 Alaska Way							
			Phone: +1(206) 988-5530	Phone: +1(206) 988-5530							
202281	MOUNT VERNON WA, PJSS-2018-003	Morris, James Michael	Customer Account	Owner Account	7/24/2018	8/13/2018	Prime	592,581.00	563,589.01	8	8,461.00
			Name: City of Mount Vernon, WA	Name: City of Mount Vernon, WA						10	2,151.00
			Address: 1024 Cleveland	Address: 1024 Cleveland						12	385.00
			Phone: +1(360) 336-6204	Phone: +1(360) 336-6204						15	727.00
										18	150.00
202282	YAKIMA, WA NO 2470	Morris, James Michael	Customer Account	Owner Account	8/31/2018	9/26/2018	Prime	464,021.00	403,835.73	8	7,576.00
			Name: City of Yakima, WA	Name: City of Yakima, WA							
			Address: 2301 Fruitvale Blvd	Address: 2301 Fruitvale Blvd							
			Phone: +1(509) 575-6020	Phone: +1(509) 575-6020							
202283	REEDSPORT, OR 2018/2019 FY	Morris, James Michael	Customer Account	Owner Account	5/9/2018	10/3/2018	Prime	140,072.00	140,070.98	8	642.00
			Name: City of Reedsport, OR	Name: City of Reedsport, OR						12	884.00
			Address: 451 Winchester Ave	Address: 451 Winchester Ave						18	110.00
			Phone: +1(541) 271-3603	Phone: +1(541) 271-3603							
202284	TACOMA, WA 2018B ES18-0121F	Morris, James Michael	Customer Account	Owner Account	9/11/2018	10/9/2018	Prime	2,116,435.00	2,033,495.64	8	16,948.00
			Name: City of Tacoma, WA-*Main Location	Name: City of Tacoma, WA-*Main Location						10	9,607.00
			Address: 2201 Portland Ave	Address: 2201 Portland Ave						12	1,463.00
			Phone: +1(253) 591-5588	Phone: +1(253) 591-5588						15	1,654.00
										18	1,502.00
										21	338.00
		24	1,439.00								

202284	TACOMA,WA 2018B ES18-0121F	Morris, James Michael	Customer Account Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591- 5588	Owner Account Name: City of Tacoma, WA- *Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588	9/11/2018	10/9/2018	Prime	2,116,435.00	2,033,495.64	30	629.00
202285	OLYMPIA, WA, PROJ 1689Q	Morris, James Michael	Customer Account Name: City of Olympia, WA Address: 520 Pear St SE Phone: +1(360) 753- 8768	Owner Account Name: City of Olympia, WA Address: 520 Pear St SE Phone: +1(360) 753-8768	9/27/2018	10/26/2018	Prime	544,640.00	501,398.88	6 8 10 15 22 24	2,898.00 3,256.00 323.00 1,211.00 16.00 190.00
202286	MEDFORD OR, 2019 PROJECT	Morris, James Michael	Customer Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774- 2100	Owner Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774-2100	12/13/2018	12/20/2018	Prime	819,212.00	983,758.17	6 8 10 12 15 18 24	3,478.00 11,711.00 2,407.00 1,923.00 798.00 325.00 325.00
202287	EUGENE, OR - JOB 6015	Morris, James Michael	Customer Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682- 5241	Owner Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	12/4/2018	12/20/2018	Prime	521,483.00	517,988.95	8 12 15	8,320.00 825.00 2,132.00
202288	ROTSCHY INC - KENNEWICK, WA	Morris, James Michael	Customer Account Name: Rotschy Inc. Address: 7408 NE 113th Circle Phone: +1(360) 334- 3100	Owner Account Name: City of Kennewick,WA Address: 210 W 6th Ave Phone: +1(509) 585-4200	11/8/2018	12/21/2018	Sub	483,361.00	483,360.00	24	3,161.00
202289	ROGUE VALLEY SEWER SVCS,FY2019	Morris, James Michael	Customer Account Name: Rogue Valley Sewer Services- Central Point,OR Address: 138 W Vilas Rd Phone: +1(541) 664- 6300	Owner Account Name: Rogue Valley Sewer Services-Central Point,OR Address: 138 W Vilas Rd Phone: +1(541) 664-6300	12/11/2018	1/24/2019	Prime	488,528.00	452,913.00	8 12 15	3,680.00 1,658.00 246.00
202290	KENT WA, 2019 PROJ18-3012	Morris, James Michael	Customer Account Name: City of Kent, WA Address: 400 W Gowe Phone: +1(253) 859- 3380	Owner Account Name: City of Kent, WA Address: 400 W Gowe Phone: +1(253) 859-3380	3/21/2019	3/22/2019	Prime	1,078,110.00	896,552.85	8	11,886.00
202291	DALLES, OR - 2019 -002	Morris, James Michael	Customer Account Name: City of The Dalles, OR Address: 1215 W 1st St Phone: +1(541) 296- 5401	Owner Account Name: City of The Dalles, OR Address: 1215 W 1st St Phone: +1(541) 296-5401	3/5/2019	4/1/2019	Prime	593,546.00	525,784.00	6 8 10	1,021.00 9,789.00 293.00
202292	ROSEBURG, OR - 2019	Morris, James Michael	Customer Account Name: City of Roseburg, OR Address: 900 SE Douglas Ave Phone: +1(541) 672- 7701	Owner Account Name: City of Roseburg, OR Address: 900 SE Douglas Ave Phone: +1(541) 672-7701	5/16/2019	6/17/2019	Prime	888,566.00	958,686.00	24 27 30 42 48	575.00 257.00 245.00 988.00 1,791.00

202293	POULSBO, WA CN2019-03	Morris, James Michael	Customer Account Name: City of Poulsbo, WA Address: 19050 Jensen Way NE Phone: +1(360) 779- 5111	Owner Account Name: City of Poulsbo, WA Address: 19050 Jensen Way NE Phone: +1(360) 779-5111	8/1/2019	8/8/2019	Prime	176,854.00	160,656.00	8	1,910.00
202294	MOUNT VERNON, WA SS-2019-07	Morris, James Michael	Customer Account Name: City of Mount Vernon, WA Address: 1024 Cleveland Phone: +1(360) 336- 6204	Owner Account Name: City of Mount Vernon, WA Address: 1024 Cleveland Phone: +1(360) 336-6204	7/30/2019	8/16/2019	Prime	699,407.00	693,138.00	8 12 15 24 30 36	1,703.00 330.00 1,316.00 1,316.00 142.00 909.00
202296	BRINDERSON, LLC - SHELL OIL	Morris, James Michael	Customer Account Name: Brinderson Engineers & Constructors- Bakersfield, CA Address: 4550 California Ave Phone: +1(661) 377- 0343	Owner Account Name: Shell USA- Anacortes, WA- Puget Sound Refinery Address: 8505 S Texas Rd Phone: +1(360) 293-1723	9/3/2019	9/25/2019	Sub	240,050.00	240,050.00	21	175.00
202297	RICHLAND WA,BASIN B,CT19- 0055	Morris, James Michael	Customer Account Name: City of Richland, WA Address: 840 Northgate Phone: +1(509) 942- 7540	Owner Account Name: City of Richland, WA Address: 840 Northgate Phone: +1(509) 942-7540	9/10/2019	10/7/2019	Prime	828,363.00	666,130.06	6 8 10	4,583.00 10,897.00 685.00
202300	MEDFORD OR, 2020 PROJECT	Morris, James Michael	Customer Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774- 2100	Owner Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774-2100	12/10/2019	12/18/2019	Prime	1,197,725.00	1,212,250.09	6 8 10 12 15 24	1,740.00 13,246.00 2,106.00 2,373.00 2,444.00 1,521.00
202301	LANDIS LANDIS, PORTLAND, OR	Morris, James Michael	Customer Account Name: City of Portland, OR-Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823- 5752	Owner Account Name: City of Portland, OR- Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	7/24/2019	1/15/2020	Prime	234,087.00	234,087.00	8 12 15	4,924.00 652.00 555.00
202302	TAPANI, INC- TOPPENISH, WA	Morris, James Michael	Customer Account Name: Tapani Underground, Inc.- Battle Ground, WA Address: 1904 SE 6th Pl PO Box 1900 Phone: +1(360) 687- 1148	Owner Account Name: City of Toppenish, WA Address: 21 W First Ave Phone: +1(509) 865-4500	1/2/2020	1/22/2020	Sub	195,950.00	483,847.00	8 30	989.00 2,718.00
202303	EUGENE, OR - JOB 900107	Morris, James Michael	Customer Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682- 5241	Owner Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	1/16/2020	1/29/2020	Prime	374,927.00	360,675.98	8 10 12	4,733.00 3,544.00 823.00

202304	FEDERAL WAY,WA RFB19-010	Morris, James Michael	Customer Account	Owner Account	11/30/2019	2/10/2020	Prime	139,156.00	137,426.00	12	739.00
			Name: City of Federal Way, WA Address: 33325 8th Ave S Phone: +1(253) 835- 2700	Name: City of Federal Way, WA Address: 33325 8th Ave S Phone: +1(253) 835-2700		18				230.00	
202305	TACOMA WA,2019 ES19-0463F	Morris, James Michael	Customer Account	Owner Account	1/6/2019	2/14/2020	Prime	1,976,365.00	1,978,805.50	8	97.00
			Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591- 5588	Name: City of Tacoma, WA- *Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588		10				6,013.00	
						12				4,734.00	
						15				5,046.00	
						18				2,167.00	
						21				1,293.00	
			24	4,761.00							
			30	2,902.00							
202306	TACOMA WA,2019 ES19-0194F	Morris, James Michael	Customer Account	Owner Account	12/5/2019	2/14/2020	Prime	987,631.00	987,709.90	8	22,995.00
			Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591- 5588	Name: City of Tacoma, WA- *Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588		10				1,356.00	
						18				341.00	
202307	ISSAQUAH, WA - SEWR 20002	Morris, James Michael	Customer Account	Owner Account	1/30/2020	2/24/2020	Prime	571,478.00	494,797.25	8	15,155.00
			Name: City of Issaquah, WA Address: 525 1st Ave NW Phone: +1(425) 837- 3400	Name: City of Issaquah, WA Address: 525 1st Ave NW Phone: +1(425) 837-3400		10				264.00	
202308	SOUTH SUBURBAN SANI DIST	Morris, James Michael	Customer Account	Owner Account	3/11/2020	3/26/2020	Prime	226,346.00	222,076.00	8	1,690.00
			Name: South Suburban Sanitary District-Klamath Falls,OR Address: 2201 Laverne Phone: +1(541) 892- 4506	Name: South Suburban Sanitary District-Klamath Falls,OR Address: 2201 Laverne Phone: +1(541) 892-4506		15				678.00	
						16				86.00	
202309	ALBANY, OR - SS- 19-05 A	Morris, James Michael	Customer Account	Owner Account	4/2/2020	5/5/2020	Prime	1,626,929.00	1,617,877.00	21	80.00
			Name: City of Albany, OR Address: 333 Broadalbin St SW Phone: +1(541) 917- 7676	Name: City of Albany, OR Address: 333 Broadalbin St SW Phone: +1(541) 917-7676		30				2,086.00	
						36				2,940.00	
			42	1,464.00							
202310	DW EXCAVATING, INC, SOAP LAKE	Morris, James Michael	Customer Account	Owner Account	3/23/2020	5/6/2020	Sub	71,100.00	55,895.20	6	386.00
			Name: DW Excavating- Davenport,WA Address: 1018 Morgan St Phone: +1(509) 904- 1313	Name: City of Soap Lake,WA Address: PO Box 1270 Phone: +1(509) 453-4833							
202311	SHORELINE, WA - BID NO 9195	Morris, James Michael	Customer Account	Owner Account	4/23/2020	6/5/2020	Prime	384,381.00	360,257.92	12	3,037.00
			Name: City of Shoreline, WA Address: 1519 NE 177th St Phone: +1(206) 362- 8100	Name: City of Shoreline, WA Address: 1519 NE 177th St Phone: +1(206) 362-8100							
202312	FABER CONST, BELLINGHAM, WA	Morris, James Michael	Customer Account	Owner Account	3/12/2020	6/9/2020	Prime	279,273.00	267,509.00	8	5,982.00
			Name: City of Bellingham, WA- Lottie St Address: 210 Lottie St Phone: +1(360) 676- 6961	Name: City of Bellingham, WA- Lottie St Address: 210 Lottie St Phone: +1(360) 676-6961		10				300.00	
						12				948.00	

202313	BREMERTON WA, 2020 REHAB	Morris, James Michael	Customer Account	Owner Account	5/14/2020	6/16/2020	Prime	432,086.00	258,026.00	8	1,415.00
			Name: City of Bremerton,WA	Name: City of Bremerton,WA						10	881.00
			Address: 3027 Olympus Dr	Address: 3027 Olympus Dr						12	578.00
			Phone: +1(360) 473-2354	Phone: +1(360) 473-2354						15	35.00
202314	TIGARD, OR - DOWNTOWN CIP 2020	Morris, James Michael	Customer Account	Owner Account	5/27/2020	6/22/2020	Prime	137,346.00	127,761.00	8	1,514.00
			Name: City of Tigard, OR	Name: City of Tigard, OR						10	741.00
202315	TACOMA,WA 2020 ES20-0053F	Morris, James Michael	Customer Account	Owner Account	5/19/2020	6/26/2020	Prime	952,190.00	825,714.00	8	404.00
			Name: City of Tacoma, WA- *Main Location	Name: City of Tacoma, WA- *Main Location						10	2,526.00
			Address: 2201 Portland Ave	Address: 2201 Portland Ave						12	1,062.00
			Phone: +1(253) 591-5588	Phone: +1(253) 591-5588						15	1,533.00
										18	984.00
										21	1,754.00
				24	386.00						
				30	1,330.00						
202316	FORMA CONST, FEDRL WAY SCHOOL	Morris, James Michael	Customer Account	Owner Account	4/1/2020	8/6/2020	Sub	198,360.00	198,360.00	6	380.00
			Name: FORMA Construction-Olympia,WA	Name: City of Federal Way, WA							
202317	BEND,OR 1WR19CA	Morris, James Michael	Customer Account	Owner Account	7/15/2020	8/20/2020	Prime	369,713.00	434,208.66	8	3,530.00
			Name: City of Bend,OR*Main	Name: City of Bend,OR*Main						12	547.00
			Address: 709 NW Wall St	Address: 709 NW Wall St						16	322.00
			Phone: +1(541) 317-3000	Phone: +1(541) 317-3000							
202318	BEAVERTON,OR STORM CIP 1822	Morris, James Michael	Customer Account	Owner Account	8/4/2020	9/8/2020	Prime	305,726.00	279,518.29	8	457.00
			Name: City of Beaverton, OR	Name: City of Beaverton, OR						12	1,267.00
			Address: 12725 SW Millikan Way	Address: 12725 SW Millikan Way						15	1,417.00
			Phone: +1(503) 526-2223	Phone: +1(503) 526-2223						24	344.00
202319	DANIELS REAL ESTATE,KENMORE WA	Morris, James Michael	Customer Account	Owner Account	7/5/2020	9/22/2020	Prime	73,359.00	103,574.70	8	845.00
			Name: Daniels Real Estate-Kenmore,WA	Name: Daniels Real Estate-Kenmore,WA							
			Address: 14445 Juanita Dr NE	Address: 14445 Juanita Dr NE							
			Phone: +1	Phone: +1							
202320	DALLEES, OR - 2020 -005	Morris, James Michael	Customer Account	Owner Account	9/9/2020	10/14/2020	Prime	317,425.00	296,858.80	8	6,351.00
			Name: City of The Dalles, OR	Name: City of The Dalles, OR							
			Address: 1215 W 1st St	Address: 1215 W 1st St							
			Phone: +1(541) 296-5401	Phone: +1(541) 296-5401							
202321	KENT WA, 2020 PROJ20-3122	Morris, James Michael	Customer Account	Owner Account	10/13/2020	10/28/2020	Prime	551,632.00	479,191.30	8	2,379.00
			Name: City of Kent, WA	Name: City of Kent, WA						10	1,335.00
			Address: 400 W Gowe	Address: 400 W Gowe						12	403.00
			Phone: +1(253) 859-3380	Phone: +1(253) 859-3380						15	1,192.00

202322	NNAC CONST,INC FAIRCHILD AFB	Morris, James Michael	Customer Account Name: National Native American Construction, Inc.- (NNAC)-Coeur d' Alene,ID Address: 3901 N Schreiber Way Phone: +1(208) 635- 5400	Owner Account Name: US Air Force - Fairchild,WA-AFB Address: 110 W Ent St Phone: +1	7/31/2020	11/2/2020	Sub	146,800.00	140,603.59	8	2,130.00
202323	FLOW TECHNOLOGIES, INC	Morris, James Michael	Customer Account Name: City of Edmonds, WA Address: 121 5th Ave N Phone: +1(425) 771- 0220	Owner Account Name: City of Edmonds, WA Address: 121 5th Ave N Phone: +1(425) 771-0220	6/2/2020	11/4/2020	Prime	148,480.00	148,480.00	6	253.00
										8	2,579.00
										15	71.00
202324	WALLA WALLA, WA - WW19003	Morris, James Michael	Customer Account Name: City of Walla Walla, WA Address: 15 N 3rd Ave Phone: +1(509) 527- 4537	Owner Account Name: City of Walla Walla, WA Address: 15 N 3rd Ave Phone: +1(509) 527-4537	9/22/2020	11/17/2020	Prime	1,131,473.00	1,141,191.56	6	1,053.00
										8	8,467.00
										10	2,985.00
										12	1,092.00
202325	YAKIMA, WA NO 2495	Morris, James Michael	Customer Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575- 6020	Owner Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575-6020	11/16/2020	11/24/2020	Prime	676,076.00	746,387.82	6	838.00
										8	11,506.50
										10	1,282.00
										12	1,167.00
										15	1,380.00
202326	ROTSCHY, INC- OLYMPIA, WA	Morris, James Michael	Customer Account Name: Rotschy Inc. Address: 7408 NE 113th Circle Phone: +1(360) 334- 3100	Owner Account Name: City of Olympia, WA Address: 520 Pear St SE Phone: +1(360) 753-8768	7/8/2020	12/8/2020	Sub	193,480.00	209,211.74	6	128.00
										8	144.00
										16	190.00
202327	LANDIS LANDIS, PORTLAND OR	Morris, James Michael	Customer Account Name: Landis & Landis Construction- Carby, OR Address: 193 NE 3rd St Phone: +1(503) 466- 9043	Owner Account Name: City of Portland, OR- Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	3/3/2020	12/21/2020	Sub	281,094.00	358,320.00	6	213.00
										8	2,233.00
										10	665.00
										12	1,209.00
										14	927.00
										15	336.00
18	581.00										
202328	PORTLAND TERMINAL RR COMPANY	Morris, James Michael	Customer Account Name: Portland Terminal Railroad Company- Portland,OR Address: 3500 NW Yeon Ave Phone: +1	Owner Account Name: Portland Terminal Railroad Company- Portland,OR Address: 3500 NW Yeon Ave Phone: +1	11/17/2020	1/14/2021	Prime	252,979.00	146,408.00	24	46.00
										27	509.00
202329	ASHLAND, OR - CIPP NO 2019-06	Morris, James Michael	Customer Account Name: City of Ashland, OR Address: 20 E Main St Phone: +1(541) 488- 5587	Owner Account Name: City of Ashland, OR Address: 20 E Main St Phone: +1(541) 488-5587	12/8/2020	1/25/2021	Prime	513,530.00	510,964.70	6	9,090.00
										8	382.00
										10	1,060.00
										12	1,212.00
202330	TACOMA WA 2020 ES20-0054F	Morris, James Michael	Customer Account Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591- 5588	Owner Account Name: City of Tacoma, WA- *Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588	12/8/2020	1/28/2021	Prime	513,530.00	810,541.70	8	7,821.00
										10	1,965.00
										12	340.00
										15	4,423.00
										18	579.00

202331	MARSHBANK CONST, TUKWILA, WA	Morris, James Michael	Customer Account Name: Marshbank Construction, Inc.- Lake Stevens,WA Address: 3304 Old Hartford Rd Phone: +1(425) 508- 6574	Owner Account Name: City of Tukwila, WA Address: 6300 Southcenter Blvd Phone: +1(206) 433-0179	9/8/2020	2/23/2021	Sub	159,700.00	123,025.00	36	268.00
202332	BROOKINGS,OR - CONT 21-002	Morris, James Michael	Customer Account Name: City of Brookings,OR-Elk Dr Address: 898 Elk Dr Phone: +1	Owner Account Name: City of Brookings,OR-Elk Dr Address: 898 Elk Dr Phone: +1	1/28/2021	3/3/2021	Prime	122,600.00	121,106.50	8	2,061.00
202333	WHITMAN COLLEGE, WALLA WALLA	Morris, James Michael	Customer Account Name: Whitman College-Walla Walla, WA Address: 345 Boyer Ave Phone: +1(509) 527- 5044	Owner Account Name: Whitman College-Walla Walla, WA Address: 345 Boyer Ave Phone: +1(509) 527-5044	12/10/2020	3/23/2021	Prime	61,210.00	47,261.00	8	423.00
202334	SCI INFRASTRUCTURE, LLC- RENTON	Morris, James Michael	Customer Account Name: SCI Infrastructure LLC- Seattle,WA Address: 2821 S 154th St Phone: +1(206) 242- 0633	Owner Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	12/17/2020	4/13/2021	Sub	111,981.00	106,967.85	8 12	565.00 1,348.00
202335	NNAC CONST,INC FAIRCHILD AFB	Morris, James Michael	Customer Account Name: National Native American Construction, Inc.- (NNAC)-Coeur d' Alene,ID Address: 3901 N Schreiber Way Phone: +1(208) 635- 5400	Owner Account Name: US Air Force - Fairchild,WA-AFB Address: 110 W Ent St Phone: +1	3/11/2021	4/21/2021	Sub	78,200.00	78,200.00	8	927.00
202336	VANCOUVER, WA - ITB 21-08	Morris, James Michael	Customer Account Name: City of Vancouver, WA Address: 4500 SE Columbia Way Phone: +1(360) 696- 8008	Owner Account Name: City of Vancouver, WA Address: 4500 SE Columbia Way Phone: +1(360) 696-8008	3/23/2021	4/23/2021	Prime	557,921.00	469,249.78	8 10 12 18 21 24	260.00 2,556.00 280.00 390.00 1,832.00 496.00
202337	COLVILLE WA, 2021 PROJECT	Morris, James Michael	Customer Account Name: City of Colville, WA Address: 170 S Oak St Phone: +1(509) 685- 1964	Owner Account Name: City of Colville, WA Address: 170 S Oak St Phone: +1(509) 685-1964	3/24/2021	5/6/2021	Prime	192,617.00	205,105.60	8 10	4,376.00 350.00
202338	SOUTH SUBURBAN SANI DIST,PH3	Morris, James Michael	Customer Account Name: South Suburban Sanitary District-Klamath Falls,OR Address: 2201 Laverne Phone: +1(541) 892- 4506	Owner Account Name: South Suburban Sanitary District-Klamath Falls,OR Address: 2201 Laverne Phone: +1(541) 892-4506	4/27/2021	5/6/2021	Prime	240,549.00	235,889.80	6 8	60.00 3,573.00
202339	INTERWEST CONST, BELLEVUE, WA	Morris, James Michael	Customer Account Name: Interwest Construction, Inc- Burlington, WA Address: 609 N Hill Blvd Phone: +1(360) 757- 7574	Owner Account Name: City of Bellevue, WA Address: 450 110th Ave NE Phone: +1(425) 452-6997	11/5/2020	5/10/2021	Sub	56,875.00	56,874.75	12	607.00

202340	KENNEDY JENKS CONSULTANTS-BNSF	Morris, James Michael	Customer Account Name: Burlington Northern Santa Fe Railroad (BNSF)-Portland,OR Address: 3930 NW Yeon Ave Phone: +1(503) 241-6300	Owner Account Name: Burlington Northern Santa Fe Railroad (BNSF)-Portland,OR Address: 3930 NW Yeon Ave Phone: +1(503) 241-6300	5/17/2021	5/20/2021	Prime	106,571.00	106,571.00	27	387.00
202341	NNAC CONST,INC FAIRCHILD AFB	Morris, James Michael	Customer Account Name: National Native American Construction, Inc.-(NNAC)-Coeur d'Alene,ID Address: 3901 N Schreiber Way Phone: +1(208) 635-5400	Owner Account Name: US Air Force - Fairchild,WA-AFB Address: 110 W Ent St Phone: +1	3/18/2021	5/19/2021	Sub	87,250.00	87,250.00	8	1,859.00
202342	KETTLE FALLS, WA	Morris, James Michael	Customer Account Name: City of Kettle Falls, WA Address: 605 Meyers St Phone: +1(509) 738-6821	Owner Account Name: City of Kettle Falls, WA Address: 605 Meyers St Phone: +1(509) 738-6821	5/14/2021	6/9/2021	Prime	49,430.00	52,535.00	6	730.00
										8	400.00
202343	EUGENE, OR - JOB 900223	Morris, James Michael	Customer Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	Owner Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	5/25/2021	6/17/2021	Prime	791,509.00	735,233.46	6	155.00
										8	12,897.00
										10	1,983.00
										12	1,853.00
										16	22.00
										18	910.00
										21	687.00
202344	BREMERTON WA, 2021 REHAB	Morris, James Michael	Customer Account Name: City of Bremerton,WA Address: 3027 Olympus Dr Phone: +1(360) 473-2354	Owner Account Name: City of Bremerton,WA Address: 3027 Olympus Dr Phone: +1(360) 473-2354	5/27/2021	6/17/2021	Prime	1,082,988.00	983,739.76	8	868.00
										10	2,316.00
										12	648.00
										15	663.00
										20	1,167.00
										22	323.00
										24	424.00
202345	KENT WA, 2021 PROJ21-30222	Morris, James Michael	Customer Account Name: City of Kent, WA Address: 400 W Gowe Phone: +1(253) 859-3380	Owner Account Name: City of Kent, WA Address: 400 W Gowe Phone: +1(253) 859-3380	6/8/2021	6/22/2021	Prime	674,304.00	515,255.00	8	184.00
										12	3,537.00
										15	1,050.00
										18	379.00
202346	CRADAR ENTERPRISES,ROSEBURG OR	Morris, James Michael	Customer Account Name: Cradar Enterprises, Inc-Roseburg, OR Address: 1051 Melrose Rd Phone: +1(541) 673-3268	Owner Account Name: Roseburg Urban Sanitary Authority-Roseburg,OR Address: 1297 NE Grandview Phone: +1(541) 672-1551	3/8/2021	6/22/2021	Sub	615,130.00	571,198.19	8	3,487.00
										18	2,354.00
202347	BRAUN CONST, WILSONVILLE, OR	Morris, James Michael	Customer Account Name: Braun Construction & Design LLC-Wilsonville,OR Address: 24805 SW Gage Rd Phone: +1(503) 638-6406	Owner Account Name: City of Wilsonville, OR Address: 29799 SW Town Center Loop E Phone: +1(503) 682-1077	3/11/2021	7/8/2021	Sub	212,153.00	200,919.75	8	1,172.00
										10	231.00
										12	893.00

202348	LANDIS LANDIS LLC, PORTLAND	Morris, James Michael	Customer Account Name: Landis & Landis Construction-Canby, OR Address: 193 NE 3rd St Phone: +1(503) 466-9043	Owner Account Name: City of Portland, OR- Bureau of Environmental Svcs (BES) Address: 1120 SW 5th Ave Ste 613 Phone: +1(503) 823-5752	7/11/2021	7/12/2021	Sub	45,504.00	45,504.00	8	332.00
202349	RENTON, WA- RENTON HIGHLANDS PH2	Morris, James Michael	Customer Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	Owner Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	7/19/2021	8/10/2021	Prime	688,683.00	631,656.80	8	19,282.00
202350	OLYMPIA, WA 2021 20510Q	Morris, James Michael	Customer Account Name: City of Olympia, WA Address: 520 Pear St SE Phone: +1(360) 753-8768	Owner Account Name: City of Olympia, WA Address: 520 Pear St SE Phone: +1(360) 753-8768	7/19/2021	8/31/2021	Prime	420,855.00	361,860.66	6	1,906.00
										8	1,363.00
										10	604.00
										12	715.00
										15	431.00
202351	ENDICOTT, WA - 2021	Morris, James Michael	Customer Account Name: Town of Endicott, WA Address: 200 D St Phone: +1(509) 657-3411	Owner Account Name: Town of Endicott, WA Address: 200 D St Phone: +1(509) 657-3411	7/30/2021	9/1/2021	Prime	420,257.00	421,140.48	6	277.00
										8	4,130.00
										10	176.00
202352	GARFIELD, WA 2021	Morris, James Michael	Customer Account Name: Town of Garfield, WA Address: 405 W California St Phone: +1(509) 635-1604	Owner Account Name: Town of Garfield, WA Address: 405 W California St Phone: +1(509) 635-1604	8/27/2021	9/21/2021	Prime	397,105.00	349,921.24	6	1,157.00
										8	1,906.00
202353	TACOMA, WA 2021 ES21-0017F	Morris, James Michael	Customer Account Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588	Owner Account Name: City of Tacoma, WA-*Main Location Address: 2201 Portland Ave Phone: +1(253) 591-5588	8/31/2021	10/7/2021	Prime	985,141.00	994,072.72	8	3,726.00
										10	653.00
										12	3,912.00
										15	932.00
										18	1,443.00
										24	2,460.00
202355	TITAN EARTHWORK, - TUKWILA, WA	Morris, James Michael	Customer Account Name: Titan Earthwork LLC- Seattle, WA Address: 701 Fifth Ave Phone: +1(206) 245-3204	Owner Account Name: City of Tukwila, WA Address: 6300 Southcenter Blvd Phone: +1(206) 433-0179	7/27/2021	10/13/2021	Sub	93,015.00	87,775.00	12	350.00
										24	284.00
202356	MOUNT VERNON, WA 55-2021-003	Morris, James Michael	Customer Account Name: City of Mount Vernon, WA Address: 1024 Cleveland Phone: +1(360) 336-6204	Owner Account Name: City of Mount Vernon, WA Address: 1024 Cleveland Phone: +1(360) 336-6204	8/26/2021	10/20/2021	Prime	695,293.00	631,635.28	8	8,224.00
										10	335.00
										12	2,105.00
										15	548.00
202357	KENNEWICK, WA - 2025-21	Morris, James Michael	Customer Account Name: City of Kennewick, WA Address: 210 W 6th Ave Phone: +1(509) 585-4200	Owner Account Name: City of Kennewick, WA Address: 210 W 6th Ave Phone: +1(509) 585-4200	10/7/2021	11/1/2021	Prime	997,490.00	962,320.71	8	208.00
										12	21.00
										15	1,415.00
										18	628.00
										21	732.00
										30	1,064.00

202359	DW EXCAVATING, TOPPENISH, WA	Morris, James Michael	Customer Account Name: DW Excavating- Davenport,WA Address: 101B Morgan St Phone: +1(509) 904- 1313	Owner Account Name: City of Toppenish, WA Address: 21 W First Ave Phone: +1(509) 865-4500	9/1/2021	11/22/2021	Sub	192,207.00	152,278.00	8	1,068.00
										10	391.00
202360	NNAC CONST,INC FAIRCHILD AFB	Morris, James Michael	Customer Account Name: National Native American Construction, Inc.- (NNAC)-Coeur d' Alene,ID Address: 3901 N Schreiber Way Phone: +1(208) 635- 5400	Owner Account Name: US Air Force - Fairchild,WA-AFB Address: 110 W Ent St Phone: +1	8/19/2021	11/24/2021	Sub	104,700.00	104,700.00	8	698.00
										15	496.00
202361	WHH NISQUALLY FED SVCS, LLC	Morris, James Michael	Customer Account Name: Nisqually Construction Services LLC.- Olympia, WA Address: 12820 Yelm Hwy SE Ste H Phone: +1(253) 722- 5928	Owner Account Name: US Navy - NAVFAC- Bremerton, WA- Northwest Address: 467 W St Phone: +1(360) 476-3711	9/1/2021	12/1/2021	Sub	540,348.00	545,673.40	6	227.00
										8	2,066.00
										10	464.00
										12	90.00
										15	170.00
21	1,486.00										
202362	MEDFORD OR, 2022 MSC-D-2201	Morris, James Michael	Customer Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774- 2100	Owner Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774-2100	12/7/2021	12/13/2021	Prime	1,674,000.00	2,044,806.94	6	252.00
										8	17,598.00
										10	2,296.00
										12	6,462.00
										15	2,970.00
										18	1,724.00
24	1,240.00										
30	1,053.00										
202364	WEST LINN, OR - 2022 PW-21-01	Morris, James Michael	Customer Account Name: City of West Linn, OR Address: 2042 8th Ave Phone: +1(503) 656- 6081	Owner Account Name: City of West Linn, OR Address: 2042 8th Ave Phone: +1(503) 656-6081	1/5/2022	2/1/2022	Prime	1,498,789.00	1,275,510.60	6	231.00
										8	24,212.00
										10	4,317.00
										12	392.00
										15	480.00
202365	CLARK REGIONAL WASTEWATER 2022	Morris, James Michael	Customer Account Name: Clark Regional Wastewater District- Vancouver,WA Address: 8000 NE 52nd Ct Phone: +1(360) 750- 5876	Owner Account Name: Clark Regional Wastewater District- Vancouver,WA Address: 8000 NE 52nd Ct Phone: +1(360) 750-5876	1/6/2022	2/7/2022	Prime	412,811.00	316,143.14	6	107.00
										8	3,225.00
202366	BLACK ROCK UNDERGROUND, LLC	Morris, James Michael	Customer Account Name: Black Rock Underground, LLC- Aloha,OR Address: 16770 SW Shaw St Ste C Phone: +1(503) 747- 9312	Owner Account Name: City of Oregon City, OR Address: 625 Center St Phone: +1	11/18/2021	2/2/2022	Sub	374,545.00	292,336.61	6	426.00
										8	5,465.00
										10	673.00
202367	BLUE MOUNTAIN CONST, KIRKLAND	Morris, James Michael	Customer Account Name: Blue Mountain Construction-West Richland,WA Address: 2375 Washington Ct Phone: +1(973) 476- 9219	Owner Account Name: City of Kirkland,WA Address: 123 5th Ave Phone: +1(425) 258-1303	8/26/2021	2/7/2022	Sub	50,583.00	50,583.00	12	271.00

202368	KAMINS CONST,INC- BOTHHELL, WA	Morris, James Michael	Customer Account Name: Kamins Construction- Bothell,WA Address: PO Box 867 Phone: +1(206) 396- 9115	Owner Account Name: City of Bothell, WA Address: 18305 101st Ave NE Phone: +1(425) 486-2768	2/1/2022	3/3/2022	Sub	95,910.00	96,724.50	8	724.00
202369	BUNKER HILL SANITARY DISTRICT	Morris, James Michael	Customer Account Name: Bunker Hill Sanitary District- Coos Bay, OR Address: 93685 E W Howard Lane Phone: +1(541) 396- 2888	Owner Account Name: Bunker Hill Sanitary District- Coos Bay, OR Address: 93685 E W Howard Lane Phone: +1(541) 396-2888	2/24/2022	3/30/2022	Prime	203,643.00	184,588.00	8	964.00
202370	SOUTH SUBURBAN SANI DIST,PH4	Morris, James Michael	Customer Account Name: South Suburban Sanitary District-Klamath Falls,OR Address: 2201 Laverne Phone: +1(541) 892- 4506	Owner Account Name: South Suburban Sanitary District-Klamath Falls,OR Address: 2201 Laverne Phone: +1(541) 892-4506	3/15/2022	4/12/2022	Prime	404,905.00	376,501.75	6	1,026.00
										8	3,603.00
202371	LAKE OSWEGO, OR -WO 303	Morris, James Michael	Customer Account Name: City of Lake Oswego,OR Address: 380 A Ave Phone: +1	Owner Account Name: City of Lake Oswego,OR Address: 380 A Ave Phone: +1	3/16/2022	4/12/2022	Prime	951,526.00	393,669.00	8	3,308.00
202372	ELLENSBURG, WA 2022-05	Morris, James Michael	Customer Account Name: City of Ellensburg, WA Address: 501 N Anderson St Phone: +1(509) 962- 7230	Owner Account Name: City of Ellensburg, WA Address: 501 N Anderson St Phone: +1(509) 962-7230	3/2/2022	4/13/2022	Prime	172,838.00	158,320.97	8	2,806.00
										10	421.00
202373	TIGARD, OR - FAIRHAVEN	Morris, James Michael	Customer Account Name: City of Tigard, OR Address: 13125 SW Hall Blvd Phone: +1(503) 639- 4171	Owner Account Name: City of Tigard, OR Address: 13125 SW Hall Blvd Phone: +1(503) 639-4171	3/24/2022	6/22/2022	Prime	85,919.00	100,258.00	6	198.00
										8	354.00
										12	387.00
202374	SPRINGFIELD, OR 921170 REHAB	Morris, James Michael	Customer Account Name: City of Springfield, OR Address: 225 Fifth St Phone: +1(541) 726- 3700	Owner Account Name: City of Springfield, OR Address: 225 Fifth St Phone: +1(541) 726-3700	3/2/2022	4/26/2022	Prime	729,398.00	720,374.00	27	3,429.00
202375	JW FOWLER - CASCADE LOCKS,OR	Morris, James Michael	Customer Account Name: JW Fowler Company-Dallas, OR Address: 12775 Westview Dr Phone: +1(503) 623- 5373	Owner Account Name: City of Cascade Locks, OR Address: 14 SW Wa Hwy Napa Phone: +1(541) 374 8484	12/16/2021	4/26/2022	Sub	188,451.00	192,998.95	8	676.00
202377	DUNDEE, OR - CIPP SWR MAIN	Morris, James Michael	Customer Account Name: City of Dundee, OR Address: PO Box 220 Phone: +1	Owner Account Name: City of Dundee, OR Address: PO Box 220 Phone: +1	7/26/2022	8/9/2022	Prime	158,706.00	157,879.00	8	3,604.00
202378	KLAMATH FALLS,OR - PACIFIC	Morris, James Michael	Customer Account Name: City of Klamath Falls, OR Address: 226 S 5th St Phone: +1(541) 883- 5388	Owner Account Name: City of Klamath Falls, OR Address: 226 S 5th St Phone: +1(541) 883-5388	7/28/2022	8/24/2022	Prime	392,297.00	349,165.00	6	2,083.00

202379	MICHAEL A BECKER GC, ELGIN OR	Morris, James Michael	Customer Account Name: Mike Becker General Contractor- La Grande,OR Address: 10406 N McAlister Rd Phone: +1(541) 963- 7096	Owner Account Name: City of Elgin, OR Address: 260 N 10th St Phone: +1(541) 437-2253	7/7/2022	9/8/2022	Sub	793,660.00	826,921.28	8 10 12	13,573.00 1,648.00 4,356.00
202380	NNAC CONST,2022 FAIRCHILD WA	Morris, James Michael	Customer Account Name: National Native American Construction, Inc.- (NNAC)-Coeur d' Alene,ID Address: 3901 N Schreiber Way Phone: +1(208) 635- 5400	Owner Account Name: Town of Fairfield, WA Address: PO Box 334 Phone: +1(509) 283-2414	6/16/2022	8/26/2022	Sub	87,109.00	87,109.00	8	365.00
202381	BRAUN CONST - LAKE OSWEGO, OR	Morris, James Michael	Customer Account Name: City of Lake Oswego,OR Address: 380 A Ave Phone: +1	Owner Account Name: City of Lake Oswego,OR Address: 380 A Ave Phone: +1	5/25/2022	9/1/2022	Prime	198,036.00	131,033.95	6 8	603.00 435.00
202382	CATWORKS CONSTR,BATTLE GROUND	Morris, James Michael	Customer Account Name: Catworks Construction- Vancouver, WA Address: 3501 Thompson Ave Phone: +1(360) 666- 1113	Owner Account Name: City of Battle Ground, WA Address: 109 S.W. 1st St. Suite 122 Phone: +1	6/15/2022	9/8/2022	Sub	83,853.00	83,853.00	30	200.00
202383	DW EXCAVATING, TOPPENISH, WA	Morris, James Michael	Customer Account Name: DW Excavating- Davenport,WA Address: 1018 Morgan St Phone: +1(509) 904- 1313	Owner Account Name: City of Toppenish, WA Address: 21 W First Ave Phone: +1(509) 865-4500	6/30/2022	9/14/2022	Sub	107,980.00	69,647.00	8	802.00
202384	SILVERTON, OR - 2022 CIPP	Morris, James Michael	Customer Account Name: City of Silverton, OR Address: 830 McClaine St Phone: +1	Owner Account Name: City of Silverton, OR Address: 830 McClaine St Phone: +1	8/31/2022	9/15/2022	Prime	283,328.00	225,861.80	8 12	2,740.00 1,115.00
202385	BLUE MOUNTAIN CONST, COVINGTON	Morris, James Michael	Customer Account Name: Blue Mountain Counstruction-West Richland,WA Address: 2375 Washington Ct Phone: +1(973) 476- 9219	Owner Account Name: City of Covington,WA Address: 16720 SE 271st St Phone: +1(206) 284-0860	7/6/2022	9/15/2022	Sub	69,011.00	69,011.00	18	220.00
202386	REEDSPORT OR, 2022 PROJECT	Morris, James Michael	Customer Account Name: City of Reedsport, OR Address: 451 Winchester Ave Phone: +1(541) 271- 3603	Owner Account Name: City of Reedsport, OR Address: 451 Winchester Ave Phone: +1(541) 271-3603	7/15/2022	9/16/2022	Prime	123,999.00	126,360.00	8	1,609.00
202388	KENT, WA 2022 PROJ22-30221	Morris, James Michael	Customer Account Name: City of Kent, WA Address: 400 W Gowe Phone: +1(253) 859- 3380	Owner Account Name: City of Kent, WA Address: 400 W Gowe Phone: +1(253) 859-3380	10/30/2022	11/30/2022	Prime	740,289.00	594,813.94	8 10 12	4,828.00 151.00 890.00
202389	MEDFORD,OR- 2023 MSC-D-2301	Morris, James Michael	Customer Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774- 2100	Owner Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774-2100	11/30/2022	12/8/2022	Prime	1,982,980.00	2,198,431.45	6 8 10	1,148.00 11,297.00 2,247.00

202389	MEDFORD,OR- 2023 MSC-D-2301	Morris, James Michael	Customer Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774- 2100	Owner Account Name: City of Medford, OR Address: 411 W 8th St Phone: +1(541) 774-2100	11/30/2022	12/8/2022	Prime	1,982,980.00	2,198,431.45	12	2,289.00
										15	3,605.00
										16	964.00
										18	1,699.00
										20	464.00
										24	629.00
30	757.00										
202390	YAKIMA, WA PRJT IC2657	Morris, James Michael	Customer Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575- 6020	Owner Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575-6020	12/21/2022	1/4/2023	Prime	105,952.00	92,431.00	16	573.00
202393	NEWCASTLE, WA - 2023 CIPP	Morris, James Michael	Customer Account Name: City of Newcastle WA Address: 12835 Newcastle Way Ste 200 Phone: +1	Owner Account Name: City of Newcastle WA Address: 12835 Newcastle Way Ste 200 Phone: +1	2/28/2023	3/22/2023	Prime	249,400.00	275,691.36	8	36.00
										12	966.00
										15	255.00
24	161.00										
202394	ROGUE VALLEY SEWER SVCS,FY2023	Morris, James Michael	Customer Account Name: Rogue Valley Sewer Services- Central Point,OR Address: 138 W Vilas Rd Phone: +1(541) 664- 6300	Owner Account Name: Rogue Valley Sewer Services-Central Point,OR Address: 138 W Vilas Rd Phone: +1(541) 664-6300	3/7/2023	3/27/2023	Prime	549,536.00	552,466.00	8	5,439.00
202395	YAKIMA, WA PRJT SC2560	Morris, James Michael	Customer Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575- 6020	Owner Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575-6020	3/17/2023	3/30/2023	Prime	1,431,300.00	1,309,627.19	6	972.00
										8	11,628.00
										10	3,748.00
										12	1,638.00
48	411.00										
202396	MCDONALD EXCAVATING- MILWAUKIE	Morris, James Michael	Customer Account Name: McDonald Excavating Inc.- Washougal, WA Address: 2719 Main St Phone: +1(360) 835- 1514	Owner Account Name: City of Milwaukie, OR Address: 10722 SE Main St Phone: +1(503) 786-7600	2/16/2023	4/12/2023	Sub	78,993.00	81,472.00	8	1,208.00
10	35.00										
202398	LAKE WHATCOM WS DISTRICT	Morris, James Michael	Customer Account Name: Lake Whatcom Water and Sewer District- Bellingham,WA Address: 1220 Lakeway Dr Phone: +1(360) 734- 9224	Owner Account Name: Lake Whatcom Water and Sewer District- Bellingham,WA Address: 1220 Lakeway Dr Phone: +1(360) 734-9224	3/28/2022	4/20/2023	Prime	167,422.00	154,164.00	14	1,087.00
202399	BREMERTON WA, 2023 REHAB	Morris, James Michael	Customer Account Name: City of Bremerton,WA Address: 3027 Olympus Dr Phone: +1(360) 473- 2354	Owner Account Name: City of Bremerton,WA Address: 3027 Olympus Dr Phone: +1(360) 473-2354	4/12/2023	5/2/2023	Prime	1,376,536.00	1,094,145.96	8	5,211.00
										10	2,111.00
										12	1,551.00
										15	1,244.00
										18	10.00
21	73.00										

202401	KLAMATH FALLS,OR - PACIFIC	Morris, James Michael	Customer Account Name: City of Klamath Falls, OR Address: 226 S 5th St Phone: +1(541) 883-5388	Owner Account Name: City of Klamath Falls, OR Address: 226 S 5th St Phone: +1(541) 883-5388	4/13/2023	5/9/2023	Prime	529,960.00	533,764.50	6	3,079.00
202402	LASER UNDERGROUND, RENTON WA	Morris, James Michael	Customer Account Name: Laser Underground & Earthworks Inc.- Snohomish, WA Address: 20417 87th Ave SE Phone: +1(425) 251-1639	Owner Account Name: City of Renton, WA Address: 1055 S Grady Way Phone: +1(425) 430-7223	4/20/2023	5/19/2023	Sub	210,292.00	267,451.00	10	806.00
										12	689.00
202403	PAPF MEDFORD, MEDFORD OR	Morris, James Michael	Customer Account Name: Argonauts Investments Address: 297 E Barnett Rd Phone: +1(415) 945-2470	Owner Account Name: Argonauts Investments Address: 297 E Barnett Rd Phone: +1(415) 945-2470	5/12/2023	6/5/2023	Prime	62,179.00	37,179.00	8	244.00
202404	EUGENE, OR - JOB 900377	Morris, James Michael	Customer Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	Owner Account Name: City of Eugene, OR Address: 99 E Broadway Ave Ste 400 Phone: +1(541) 682-5241	5/16/2023	6/13/2023	Prime	809,009.00	776,186.99	8	1,613.00
										10	429.00
										15	25.00
										18	1,260.00
										21	1,209.00
202405	LONGVIEW, WA- 2023 ANNUAL CIPP	Morris, James Michael	Customer Account Name: City of Longview, WA Address: 1525 Broadway Ave Phone: +1(360) 442-5215	Owner Account Name: City of Longview, WA Address: 1525 Broadway Ave Phone: +1(360) 442-5215	5/31/2023	6/19/2023	Prime	721,319.00	588,411.49	8	517.00
										10	662.00
										12	263.00
										15	324.00
202406	CLARK REGIONAL WASTEWATER 2023	Morris, James Michael	Customer Account Name: Clark Regional Wastewater District- Vancouver,WA Address: 8000 NE 52nd Ct Phone: +1(360) 750-5876	Owner Account Name: Clark Regional Wastewater District- Vancouver,WA Address: 8000 NE 52nd Ct Phone: +1(360) 750-5876	5/30/2023	6/20/2023	Prime	587,470.00	446,147.28	6	1,552.00
										8	2,076.00
202407	TAPANI - METRO/PORTLAND- WO1	Morris, James Michael	Customer Account Name: Tapani Underground, Inc.- Battle Ground, WA Address: 1904 SE 6th Pl PO Box 1900 Phone: +1(360) 687-1148	Owner Account Name: Oregon Metro-Portland, OR Address: 600 NE Grand Ave Phone: +1	2/21/2023	6/21/2023	Sub	149,223.00	149,221.42	8	2,740.00
202409	PROSPECT CONST- YAKIMA, WA	Morris, James Michael	Customer Account Name: Prospect Construction Address: 116 23rd St SE Phone: +1(253) 446-1600	Owner Account Name: City of Yakima, WA Address: 2301 Fruitvale Blvd Phone: +1(509) 575-6020	3/22/2023	6/21/2023	Sub	500,420.00	500,414.32	30	199.00
202411	COLVILLE WA, 2023 PROJECT	Morris, James Michael	Customer Account Name: City of Colville, WA Address: 170 S Oak St Phone: +1(509) 685-1964	Owner Account Name: City of Colville, WA Address: 170 S Oak St Phone: +1(509) 685-1964	5/18/2023	6/29/2023	Prime	228,072.00	212,948.00	6	363.00
										8	2,220.00

202412	POW CONTRACTING,TW ISP WA	Morris, James Michael	Customer Account Name: P.O.W. Contracting Inc. Address: PO Box 4772 Phone: +1(509) 542-8507	Owner Account Name: Town of Twisp, WA-Public Works Address: 118 S Glover St Phone: +1(509) 997-4081	3/30/2023	7/11/2023	Sub	381,435.00	503,311.26	8	4,557.00	10	460.00
202413	LASER UNDERGROUND, ISSAQUAH,WA	Morris, James Michael	Customer Account Name: Laser Underground & Earthworks Inc.- Snohomish, WA Address: 20417 87th Ave SE Phone: +1(425) 251-1639	Owner Account Name: City of Issaquah, WA Address: 525 1st Ave NW Phone: +1(425) 837-3400	6/6/2023	7/17/2023	Sub	95,285.00	99,506.00	18	515.00		
202414	ORTING WA,2023 CIPP PROJECT	Morris, James Michael	Customer Account Name: City of Orting, WA Address: 110 Train St S Phone: +1(360) 893-2219	Owner Account Name: City of Orting, WA Address: 110 Train St S Phone: +1(360) 893-2219	7/7/2023	8/8/2023	Prime	207,122.00	172,112.00	8	506.00		
202415	KAMINS CONST,CLYDE HILL WA	Morris, James Michael	Customer Account Name: Kamins Construction- Bothell,WA Address: PO Box 867 Phone: +1(206) 396-9115	Owner Account Name: City of Clyde Hill, WA Address: 9605 NE 24th St Phone: +1	7/6/2023	8/14/2023	Sub	109,130.00	118,914.00	12	194.00	21	133.00
202416	SILVERTON OR,2023,PJPN23-1077	Morris, James Michael	Customer Account Name: City of Silverton, OR Address: 830 McClaine St Phone: +1	Owner Account Name: City of Silverton, OR Address: 830 McClaine St Phone: +1	7/13/2023	8/16/2023	Prime	271,484.00	247,165.00	8	2,292.00	12	1,307.00
202417	DW EXCAVATING, YAKIMA WA	Morris, James Michael	Customer Account Name: DW Excavating- Davenport,WA Address: 1018 Morgan St Phone: +1(509) 904-1313	Owner Account Name: Terrace Heights Sewer District Address: 186 Iron Horse Ct 100 Phone: +1(509) 453-8702	8/30/2023	10/5/2023	Sub	210,336.00	244,061.00	8	3,191.00		
202420	HF SINCLAIR PUGET SOUND REFINI	Morris, James Michael	Customer Account Name: Shell USA-Anacortes, WA- Puget Sound Refinery Address: 8505 S Texas Rd Phone: +1(360) 293-1723	Owner Account Name: Shell USA-Anacortes, WA- Puget Sound Refinery Address: 8505 S Texas Rd Phone: +1(360) 293-1723	9/14/2023	10/10/2023	Prime	365,973.00	406,133.06	21	343.00		
202421	INTERLAKEN INC, BEAVERTON OR	Morris, James Michael	Customer Account Name: Interlaken Inc Address: PO Box 2010 Phone: +1	Owner Account Name: City of Beaverton, OR Address: 12725 SW Millikan Way Phone: +1(503) 526-2223	4/6/2023	10/10/2023	Sub	100,160.00	103,550.00	10	223.00	12	407.00
202422	GOODFELLOW BROS, BELLEVUE WA	Morris, James Michael	Customer Account Name: Goodfellow Bros. Inc.-Maple Valley,WA Address: 22035 SE Wax Rd 14 Phone: +1(425) 432-2202	Owner Account Name: City of Bellevue, WA Address: 450 110th Ave NE Phone: +1(425) 452-6997	4/13/2023	1/30/2024	Sub	74,370.00	74,370.00	16	320.00		

202423	ROGUE VALLEY SEWER SVCS,FV2024	Morris, James Michael	Customer Account Name: Rogue Valley Sewer Services- Central Point,OR Address: 138 W Vilas Rd Phone: +1(541) 664- 6300	Owner Account Name: Rogue Valley Sewer Services-Central Point,OR Address: 138 W Vilas Rd Phone: +1(541) 664-6300	1/9/2024	1/29/2024	Prime	418,044.00	419,794.00	8	3,876.00
202424	TUALATIN, OR 2024 CIPP PROJ	Morris, James Michael	Customer Account Name: City of Tualatin,OR Address: 18880 SW Martinazzi Ave Phone: +1(503) 692- 5421	Owner Account Name: City of Tualatin,OR Address: 18880 SW Martinazzi Ave Phone: +1(503) 692-5421	1/23/2024	1/31/2024	Prime	184,158.00	185,441.40	8	3,452.00
202430	DUNDEE, OR - 2024 CIPP	Reidy Jr, Timothy Paul	Customer Account Name: City of Dundee, OR Address: PO Box 220 Phone: +1	Owner Account Name: City of Dundee, OR Address: PO Box 220 Phone: +1	5/31/2024	6/13/2024	Prime	131,456.00	171,896.00	10 12	710.00 324.00

Proposal

Des Moines Public Works

CMP Lining Project

TO: Honorable Mayor and City Council
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

The undersigned Bidder hereby certifies that he has examined the site of all the proposed work under this Contract and that he has read and thoroughly understands the Plans, Specifications and other Contract Documents pertaining to this Contract, that he is fully aware of the construction problems and costs involved, and proposes to perform all work for the following stated prices.

The undersigned bidder hereby agrees to complete the contract within [30] calendar days of the Notice to Proceed date. This period shall be known as the "Contract Time" for the purposes of the project.

The project is exempt from retail sales (sewer/water relocation) and use tax per WAC 458-20-171, commonly known as Rule 171. This rule exempts the sale of or charge made for labor and services rendered in respect to building, repairing or improving any street, place, road, highway, easement, right of way, bridge, tunnel or trestle which is owned by a municipal corporation that is used for foot or vehicle traffic. Bidders should note that only the labor and services costs are exempt from the sales tax. Tax for materials need to be included in their respective bid items.

All schedules on the Bid Proposal must be completed, or the bid shall be considered non-responsive. Basis for award shall be total Bid for all Schedules included in the Proposal.

The Owner will correct obvious mathematical errors in bid proposals.

Unit prices for all items, all extensions and the total amount of bid must be shown. All entries must be typed or entered in ink.

Show unit prices in figures. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198

206.870.6523



Bid Proposal

The following bid prices shall include all material, labor, tools, equipment and all taxes. The total bid price amounts shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.

Bid Item	Item Description	Total Qty	Unit	Unit Price	Total Price
1	Minor Change	1	FA	\$10,000	\$10,000
2	Mobilization	1	LS	\$ 5000.00	\$ 5000.00
3	CCTV and Cleaning/Pipe Preparation	1	LS	\$ 13,500.00	\$ 13,500.00
4	Furnish and Install 8" Diam. CIPP Liner	75	LF	\$ 230.00	\$ 17,250.00
5	Furnish and Install 12" Diam. CIPP Liner	1185	LF	\$ 171.00	\$ 202,635.00
6	Water Pollution Prevention	1	LS	\$ 2000.00	\$ 2000.00
7	Project Temporary Traffic Control	1	LS	\$ 6000.00	\$ 6000.00

Total Bid Price (in figures) \$ 256,385.00

Total Bid Price (in words) Two hundred fifty six thousand three hundred eighty five

Signed Whitney Schulte
 Title Whitney Schulte, Contracting & Attesting Officer
 Name of Bidder Insituform Technologies, LLC
 Date of Bid May 28, 2026

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198
206.870.6523



BID PROPOSAL (Continued)

Registration or license, Division of Professional Licensing:

- 1. License Number INSITTL883CW
- 2. Date May 28, 2026
- 3. Contractor's Signature *Whitney Schulte*
- 4. Title Whitney Schulte, Contracting & Attesting Officer

Address of Bidder: 580 Goddard Avenue, Chesterfield, MO 63005

	Street	City	Zip
--	--------	------	-----

Telephone Number of Bidder 636-530-8000

	Office	xxxxxx
--	--------	-------------------

Email Contacts Whitney Schulte, Contracting & Attesting Officer

WSchulte@azuria.com

Form of a Bid Bond

Bid Bond Deposit

Herewith find deposit in the form of a _____ (state whether certified check, cashier's check, bid bond, or postal money order) for the amount of _____, which amount is not less than five percent (5%) of the total bid, including sales tax.

Signature _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Insituform Technologies, LLC, as Principal, and Western Surety Company, as Surety, are held and firmly bound unto the City of Des Moines, as Obligee, in the penal sum of Five Percent of the Amount Bid dollars (\$5% of the Amount Bid) for the payment of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The Condition of this obligation is such that if the Obligee shall make award to the Principal for the CMP Lining Project, according to the terms of the proposal or bid made by the Principal therefore and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or, if the Principal shall in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids; then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS 28 DAY OF May, 2026.

Principal Insituform Technologies, LLC, 580 Goddard Avenue, Chesterfield, MO 63005

Whittney Schulte
Whittney Schulte, Contracting & Attesting Officer
Surety Western Surety Company, 151 N. Franklin Street, Chicago, IL 60606
Received return of deposit in the sum of N/A

Date May 28, 2026

Signature CA Culotta
Christina A. Culotta, Attorney-in-Fact



CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198
206.870.6523

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Dana A Johnessee, Andrew P Thome, Michael D Wiedemeier, Amanda Williams, Andrea McCarthy, Donna Robson, Ashley Miller, Christina A Culotta, Blake Messer, Ivy Lowery, Lindsey Zeuschel, Individually

of Chesterfield, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 1st day of May, 2026.



WESTERN SURETY COMPANY

Larry Kasten

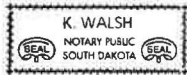
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 1st day of May, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

December 4, 2031



K. Walsh

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of May, 2026.



WESTERN SURETY COMPANY

Paula Kolsrud

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



Non-Collusion Affidavit

CITY OF DES MOINES

STATE OF ~~WASHINGTON~~)
MISSOURI)

ss.

County of ~~King~~)
Saint Louis

Whittney Schulte, being first duly sworn on his oath, says ~~he~~ ^{she}

is Contracting & Attesting Officer and that the bid above submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person not therein named; and he further says that the said Bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham quote, or any other person or corporation to refrain from quoting; and that said Bidder has not in any matter sought by collusion to secure to (her)(him)self an advantage over any other Bid or Bidder.

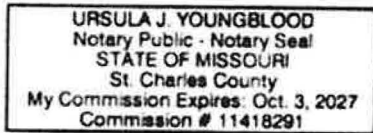
Whittney Schulte, Contracting & Attesting Officer
SIGNATURE

Subscribed and sworn to before me this 28 day
of May, 2026.

Notary Public in and for the State of ~~Washington~~ ^{Missouri}

Residing at Saint Louis County, Missouri

My commission expires 10/3/2027



CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198
206.870.6523

Certification of Non-Segregated Facilities

The Bidder certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he will not permit her/his employees to perform their services at any location under her/his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be in violation of the Equal Opportunity clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where s/he has obtained identical certification from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

DATE: May 28, 2026

Signature: _____

Whittney Schulte

Name/Title: Whittney Schulte, Contracting & Attesting Officer

Contractor Name: Insituform Technologies, LLC

Address: 580 Goddard Avenue

City/State/Zip: Contracting & Attesting Officer

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198

206.870.6523



Statement of Bidder Qualifications

Each Bidder submitting a proposal on this work shall prepare and submit as part of this bid the following schedule:

1. Name of Bidder: Insituform Technologies, LLC

2. Business address and telephone number:

580 Goddard Avenue, Chesterfield, MO 63005

636-530-8000

3. How many years has said Bidder been engaged in the contracting business under present firm name:

15 years

4. Contracts now in hand (gross amount):

\$ see attached

5. General character of work performed by said company:

Cured-in-place pipe infrastructure rehabilitation.

6. List of more important projects constructed by said company, including approximate costs and dates:

see attached

7. List of company's major equipment:

see attached

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198

206.870.6523



8. Bank references:

Bank of America, 800 Market Street, Saint Louis, MO 63101

9. Dept. of Labor and Industries' firm number:

882.695.01

10. Dept. of Revenue registration number:

601 880 220

11. Construction method(s) of sidewalk repairs to be utilized as part of this Contract:

didn't see a need

Name of Bidder: Insituform Technologies, LLC

By: Whittney Schulte

Title: Whittney Schulte, Contracting & Attesting Officer

Date: May 28, 2026

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198

206.870.6523

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 14, 2022 the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Insituform Technologies, LLC
Bidder's Business Name

Whittney Schulte
Signature of Authorized Official*

Whittney Schulte
Printed Name

Contracting & Attesting Officer

Title

May 28, 2026

Chesterfield

MO

Date

City

State

Check One:

Sole Proprietorship Partnership Joint Venture Corporation LLC

State of Incorporation, or if not a corporation, State where business entity was formed:

Delaware

If a co-partnership, give firm name under which business is transacted:

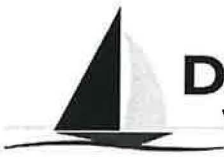
N/A

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198

206.870.6523



Statement of Bidder Responsibility Criteria

I, by signing the proposal and this statement, hereby declare, under penalty of perjury

under the laws of the United States that the following statements are true and correct:

1. That the undersigned persons(s), firm, association, or corporation meet all the bidder responsibility criteria for public works contracts under RCW 39.04.350.
2. That the undersigned persons(s), firm, association, or corporation meet all the bidder responsibility as identified in the Contract Documents.
3. That by signing the proposal and this form, I am deemed to have signed and to have agreed to the provisions of this statement.
4. That by signing the proposal and this form, if omissions are found the bidder will be deemed an unresponsive bidder or if awarded a public works project, the contract will be immediately terminated by the Contracting Agency.

Contract Title: CMP Lining Project

Bidder's Business Name: Insituform Technologies, LLC

Bidder's Name: Whittney Schulte

Bidder's Signature: *Whittney Schulte*

Bidder's Title: Contracting & Attesting Officer

Date: May 28, 2026

CMP Lining Project

21650 11th Avenue S, Des Moines WA 98198

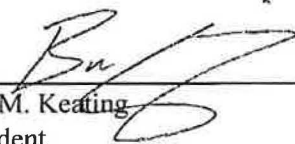
206.870.6523

INSITUFORM TECHNOLOGIES, LLC
PRESIDENT APPOINTMENT OF
CONTRACTING AND ATTESTING OFFICERS

The undersigned, being the President of Insituform Technologies, LLC, a Delaware Limited Liability Company (the "Company"), and pursuant to the authority set forth in the Limited Liability Company Operating Agreement of the Company, hereby determines that:

1. Christlanda Adkins, Janet Hass, Diane Partridge, Whitney Schulte, Patrizia Sordillo and Taylor DeLuca are appointed as Contracting and Attesting Officers of the Company, each with the authority, individually and in the absence of the others, subject to the control of the Board of Managers of the Company, to: (i) certify and attest to the signature of any officer of the Company; (ii) enter into and bind the Company to perform pipeline rehabilitation activities of the Company and all matters related thereto, including the maintenance of one or more offices and facilities of the Company; (iii) execute and to deliver documents on behalf of the Company; and (iv) take such other action as is or may be necessary and appropriate to carry out the project, activities and work of the Company.
2. Any person previously appointed or serving as a Contracting and Attesting Officer of the Company prior to the date hereof and who is not named above is hereby removed from any such appointment.

Dated: March 23, 2026



Burt M. Keating
President

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: WSDOT SR 509 Right-of-Way Transfer

ATTACHMENTS:

1. Quitclaim QCD 7-17-16775
2. Exhibit Plan Sheet
3. WSDOT ROW Graphic

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

June 15, 2026

CLEARANCES:

Public Works

Finance

Purpose and Recommendation

The purpose of this agenda item is to seek City Council acceptance of a Quitclaim Deed (Attachment 1) to transfer Washington State Department of Transportation (WSDOT) Right-of-Way (historic SR 509 Right-of-Way) to the City of Des Moines for future roadway purposes.

Suggested Motion:

Motion: "I move to accept the Quitclaim Deed from the Washington State Department of Transportation, transferring approximately 1.87 acres of land to the City at no cost to be used exclusively for roadway purposes and further authorize the City Manager to sign the Quitclaim Deed on behalf of the City of Des Moines."

Background

There are portions of an existing State Route (SR) 509 right-of-way corridor which is owned by the Washington State Department of Transportation (WSDOT) that runs between Kent-Des Moines Road and South 216th Street, in the vicinity of 16th Avenue South. The right-of-way was originally acquired in the early 1970's for constructing the proposed SR 509 freeway south to SR 516 within the corridor west of I-5. The southern end of the SR 509 route was redesigned in the late 1990's to connect to I-5 north of the SR 516 crossing and new ROW was acquired.

Much of the historic right-of-way north of 216th Street has been vacated, exchanged with, or transferred to the Port of Seattle. The excess WSDOT right-of-way between

South 220th Street and Kent Des Moines Road was utilized for the Barnes Creek Mitigation Site and is planned for future conveyance to the City consistent with the requirements of RCW 47.12.370

During an update of the City's Comprehensive Transportation Plan (CTP) in 2009, a study was prepared to look at the "Highest and Best Use Analysis of the Historic SR509 Corridor". At the direction of the Council, the City sent a request to the WSDOT Secretary of Transportation to transfer the SR 509 right-of-way between South 216th Street and Kent Des Moines Road. The Secretary indicated that such transfer could only be accommodated, without fee, if said right-of-way was to be used exclusively to improve public highways, county roads, or city streets as defined by RCW 47.12.063.

Because the City's adopted Comprehensive Transportation Plan calls for the future extension of 16th Avenue South, from South 220th Street to South 216th Street within the SR 509 right-of-way corridor, the State agreed to transfer a portion the right-of-way corridor to the City at no cost in 2012 (shown in magenta on Attachment 2).

Since 2012, the City and WSDOT have been in discussion for the potential transfer of additional right-of-way within the corridor for future roadway purposes.

Discussion

WSDOT has determined that the real property as legally described in the SR 509 Quitclaim Deed (Attachment 1) and shown graphically in green on Attachment 2 is no longer necessary for State Highway purposes and WSDOT has approved this transfer at no cost for future roadway purposes.

Acceptance of this Quitclaim Deed will transfer this property to the City for exclusive use of this right-of-way for roadway purposes, including:

- Future extensions of 16th Avenue South which would be designed as a complete street including pedestrian, bicycle, and roadway improvements.
- Future extension of South 218th Street including sidewalks, bicycle, and roadway improvements.
- Future storm water retention facilities required for roadway extensions.

Based on conceptual level designs of the 16th Ave extension that were conducted in the early 2010's, it is anticipated that this property would likely provide space necessary to meet stormwater management requirements. Property dedicated for stormwater purposes could accommodate an expanded flow control facility (pond), water quality treatment facilities, and/or native vegetation credits. Acquiring this property would ensure adequate capacity is available to address future stormwater management needs while reducing the overall cost and complexity of constructing these improvements.

Restrictions on the Quitclaim Deed are noted including City use of the property as limited for roadway purposes. No other uses are permitted or the land will revert back to WSDOT. The transfer and acceptance of real estate is an exempt action under SEPA. Upon Council approval and acceptance, the Quitclaim Deed will be returned to

WSDOT for the Secretary of Transportation’s signature and recording.

While the 16th Avenue South extension is identified in the City’s adopted 2027-2046 Transportation Improvement Plan and Comprehensive Transportation Plan, there is currently no funding allocated to these improvements. It is anticipated that roadway improvements along this corridor would likely be driven by future private development.

Alternatives

The City Council could elect to not act on the motion. WSDOT intends to surplus this portion of the right-of-way and has agreed to work first with the City. If the City is no longer interested in the property, the State will look to surplus the property to the private sector.

Financial Impact

This right-of-way is being transferred to the City without fee. The City will be responsible for the ownership and maintenance of these lands that may be used for roadway purposes only. The lands must revert to WSDOT if other uses are proposed.

Recommendation

Staff recommends the adoption of the motion.

AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES
DEPARTMENT OF TRANSPORTATION
P.O. BOX 47338
OLYMPIA, WA 98504-7338

Document Title: Quitclaim Deed
Reference Number of Related Document: N/A
Grantor: State of Washington
Grantee: City of Des Moines, a municipal corporation of the State of Washington
Legal Description: tn. NW 1/4 SW 1/4, Sec. 9, NE 1/4 SE 1/4, Sec. 8, T.22N., R.4E., W.M.
Additional Legal Description is on Page 1 and 2 of document
Assessor's Tax Parcel Number: 092204-1111

QUITCLAIM DEED

SR 509, SR 516 TO DES MOINES WAY SOUTH

The STATE OF WASHINGTON acting by and through its DEPARTMENT OF TRANSPORTATION, Grantor, for and in consideration of CONTINUED ROAD AND STREET PURPOSES, hereby conveys and quitclaims unto the CITY OF DES MOINES, a municipal corporation of the State of Washington, Grantee, all right, title, and interest in and to the following described real property situated in King County, State of Washington:

Those portions of the northwest quarter of the southwest quarter of Section 9, and the northeast quarter of the southeast quarter of Section 8, all in Township 22 North, Range 4 East, Willamette Meridian, in King County, Washington, as appropriated in the Superior Court of the State of Washington in and for King County, by Jury Judgment and Decree of Appropriation as to Item No. 2, under Court Cause No. 767295, dated January 23, 1974, and by Stipulated Judgement and Decree of Appropriation as to Item No. 4, under Court Cause No. 772865, dated June 26, 1974, lying within the following describe tract:

Beginning at a point opposite Highway Engineer's Station (hereinafter referred to as HES) 753+71.24 on the SR 509 line survey of SR 509, SR 516 TO DES MOINES WAY SOUTH, and 132.79 feet southeasterly therefrom;

Thence Southwesterly to a point opposite HES 752+00.64 on said line survey and 65.21 feet southeasterly therefrom;

Thence Southwesterly along a curve to the left having a radius of 393 feet, an arc distance of 146.72 feet, to a point opposite HES 750+57.42 on said line survey and 37.57 feet southeasterly therefrom;

Thence Northwesterly to a point opposite HES 750+13.98 on said line survey and 122.70 feet northwesterly therefrom;

Thence northeasterly to a point opposite HES 753+96.71 on said line survey and 158.21 feet northwesterly therefrom;

Thence Southeasterly along a curve to the right having a radius of 288 feet, an arc distance of 224.98 feet, to a point opposite HES 753+99.65 on said line survey and 61.07 feet southeasterly therefrom;

Thence Southeasterly to the point of beginning.

EXCEPT that portion, if any, conveyed to the City of Des Moines by Quitclaim Deed recorded June 27, 2012, under recording number 20120627001540, records of King County, Washington.

The specific details concerning all of which are to be found on sheet 4 of 11 sheets of that certain plan entitled SR 509, SR 516 TO DES MOINES WAY SOUTH, bearing date of approval December 1, 1969, revised April 8, 2022, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington.

Subject to all existing encumbrances, including easements, restrictions and reservations, if any.

The Grantee herein, on behalf of itself and its successors or assigns, as part consideration paid herein, waives and/or releases Grantor from any past, present, or future claims for damages directly or indirectly caused by highway drainage or runoff, and further, Grantee, its successors or

assigns, shall have no right of compensation for damages to the property herein conveyed caused directly or indirectly by highway drainage or runoff.

The Grantee herein, on behalf of itself and its successors or assigns, covenants and agrees that the above referenced property is transferred for road/street purposes only, and no other use shall be allowed. Should said property cease to be used for road/street purposes said ownership shall automatically revert to Grantor, and Grantee, its heirs, successors, or assigns agree to convey by deed the property to Grantor immediately upon Grantor's written notice to Grantee, its successors, or assigns. Further, Grantee, its successors or assigns shall release in the deed all Grantee', successors' or assigns' interest in said property.

The Grantee, on behalf of themselves and its successors or assigns, as part consideration herein, do hereby agree to comply with all civil rights and anti-discrimination requirements of chapter 49.60 RCW as to the lands herein conveyed.

The lands herein described are not required for state highway purposes and are conveyed pursuant to the provisions of RCW 47.12.063.

Dated at Olympia, Washington, this _____ day of _____, 20____.

STATE OF WASHINGTON,
DEPARTMENT OF TRANSPORTATION -
GRANTOR

Julie Meredith, PE
Secretary of Transportation

ACCEPTED BY:

CITY OF DES MOINES
A State of Washington Municipal Corporation

By: _____
City Manager Date _____

By direction of the Des Moines City Council taken in public meetin on _____, 2025

APPROVED AS TO FORM:

APPROVED AS TO FORM
CITY OF DES MOINES

By: _____
Assistant Attorney General

By: _____
City of Des Moines Attoney

STATE OF WASHINGTON)

) : ss

COUNTY OF THURSTON)

On this _____ day of _____, 20____, before me personally appeared Julie Meredith, known to me as the Secretary of Transportation, State of Washington, Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

Notary (print name) _____
Notary Public in and for the State of Washington,
residing at _____
My Appointment Expires _____

OWNERSHIPS						
PARCEL NO.	NAME	TOTAL AREA	TAKE	LT. REMAINDER	RT. REMAINDER	EXCESS R/W
I-7158	R.P. & B.J. Body	18,000 S.F.	600 S.F.		17,400 S.F.	
I-7159	Green	37,173 S.F.	34,500 S.F.		2,673 S.F.	
I-7160	Green	36,425 S.F.	26,295 S.F.	10,127 S.F.		
I-7161	Not Used					
I-7162	G.M. & M.M. Andrus	7,320 S.F.	5,100 S.F.		2,220 S.F.	
I-7163	H.E. & E.M. Willis	15,000 S.F.	15,000 S.F.		S.F.	
I-7164	V.B. & G.A. Clarke	33,000 S.F.	33,000 S.F.			
I-7165	J.E. & L.C. Jenkins	47,520 S.F.	46,883 S.F.	637 S.F.		
I-7166	R.E. & R.M. Gildersleeve	35,520 S.F.	2,250 S.F.	33,270 S.F.		
I-7167	Not Used					
I-7168	Kaulum	12,500 S.F.	2,625 S.F.		9,875 S.F.	
I-7169	R.C. Greene	23,200 S.F.	1,658 S.F.		21,542 S.F.	
I-7170	S.O. & B.A. Rogers	13,200 S.F.	11,160 S.F.		2,040 S.F.	
I-7171	Jones	24,000 S.F.	24,000 S.F.			
I-7172	Jones	24,000 S.F.	24,000 S.F.			
I-7173	G. & M. Clemens	48,000 S.F.	35,232 S.F.	12,768 S.F.		
I-7174	R.J. & E.N. Vergani	24,000 S.F.	5,903 S.F.	18,097 S.F.		
I-7175	Burman	24,000 S.F.	5900 S.F.	18,100 S.F.		
I-7176	C. & E. Paulson	15,000 S.F.	2,294 S.F.	12,706 S.F.		
I-7177	W.J. & M.J. Tansse	10,800 S.F.	8,330 S.F.	2,470 S.F.		
I-7178	Peterson	577,800 S.F.	238,400 S.F.	870 S.F.	338,530 S.F.	
I-7179	G.C. & V.L. Sykes	180,961 S.F.	81,762 S.F.	99,199 S.F.		
I-7180	NOT USED					
I-7186	NOT USED					
I-7199	D.C. & A.F. Vosburgh	14,700 S.F.	5,800 S.F.		8,900 S.F.	

ACCESS NOTES
 Traffic movement will be permitted under the highway structures at S.223rd Street- Station 737+47.78 and S.222nd St. Sta. 742+57.08

NOTE:
 All bearings and distances preceded by an asterisk are taken from Title Reports and/or Plat Maps.

For Total Parcel Details see Sheet 1

CURVE DATA				
P.I. STA.	Δ	R	T	L
735 + 48.94	43°34'00" R.	4000'	1598.54'	3041.53'
ARz 51 + 61.25	17°42'19" R.	2000'	311.50'	618.03'
Fz 13 + 98.95	16°14'42" L.	300'	42.82'	85.06'
F4 17 + 57.89	20°59'48" R.	300'	55.59'	109.94'

LEGEND

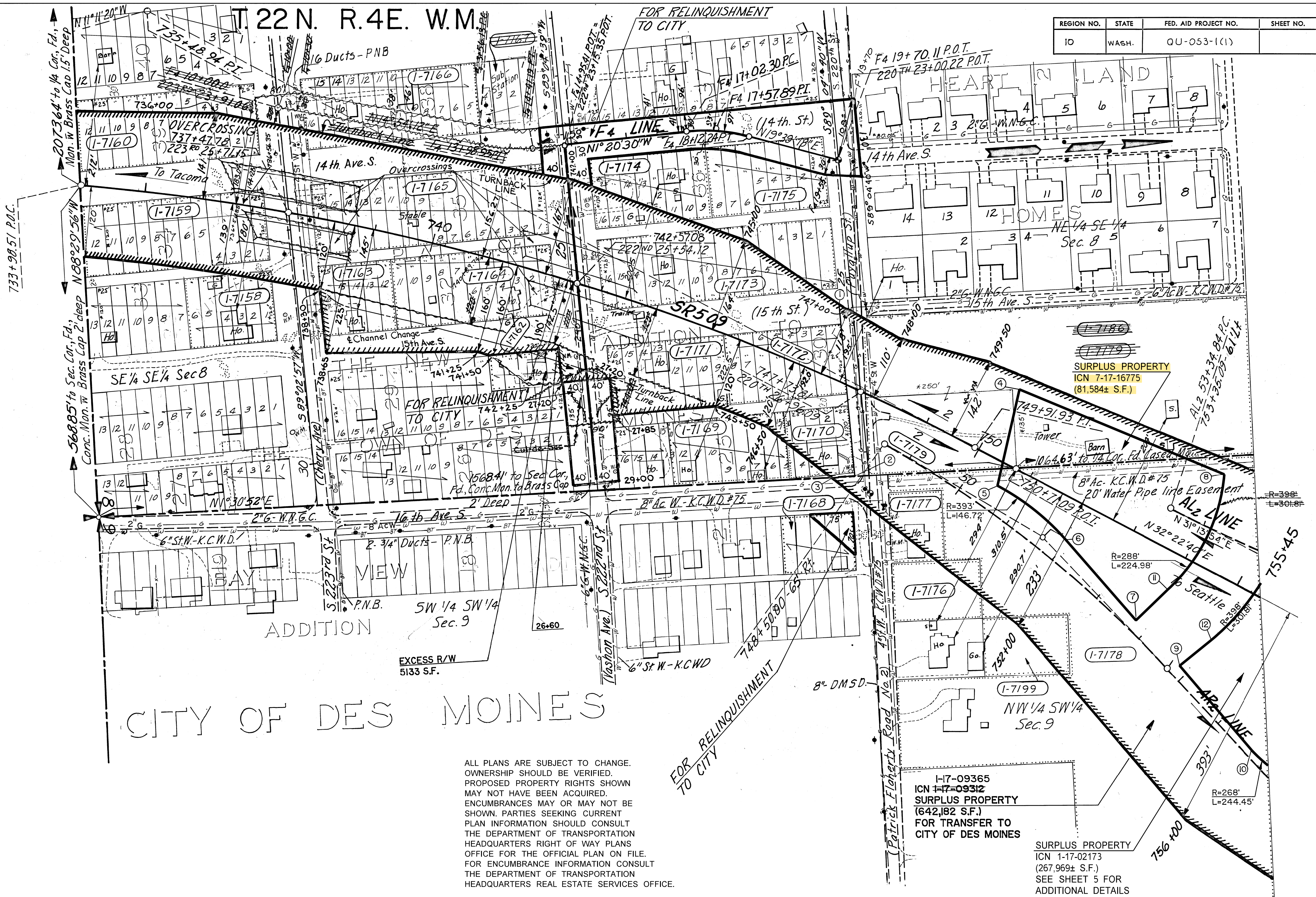
Access to be Prohibited shown thus

Property Ownership Numbers I-7158

Property Lines

Scale Bar

POINT NO.	STATION	OFFSET
1	746+79.13	122.31' LT.
2	748+28.76	138.28' RT.
3	747+95.38	155.59' RT.
4	750+13.98	122.70' LT.
5	750+57.42	37.57' RT.
6	752+00.64	65.21' RT.
7	753+71.24	132.79' RT.
8	753+96.71	158.21' LT.
9	754+75.35	168.66' RT.
10	756+27.35	228.87' RT.
11	753+99.65	61.07' RT.
12	755+01.92	101.58' RT.



ALL PLANS ARE SUBJECT TO CHANGE. OWNERSHIP SHOULD BE VERIFIED. PROPOSED PROPERTY RIGHTS SHOWN MAY NOT HAVE BEEN ACQUIRED. ENCUMBRANCES MAY OR MAY NOT BE SHOWN. PARTIES SEEKING CURRENT PLAN INFORMATION SHOULD CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS RIGHT OF WAY PLANS OFFICE FOR THE OFFICIAL PLAN ON FILE. FOR ENCUMBRANCE INFORMATION CONSULT THE DEPARTMENT OF TRANSPORTATION HEADQUARTERS REAL ESTATE SERVICES OFFICE.

This plan conforms to the access provisions in the Findings and Order issued by the Highway Commission on July 22, 1969.

LIMITED ACCESS VACATION AND RELINQUISHMENT OF ACCESS RECORDED UNDER KING COUNTY AFN 20210621001753

**SR 509 MP 19.43 TO MP 23.87
 SR 516 TO DES MOINES WAY SOUTH
 KING COUNTY**

RIGHT OF WAY AND LIMITED ACCESS FULLY CONTROLLED
 Station 733+98.51 to Station 755+45

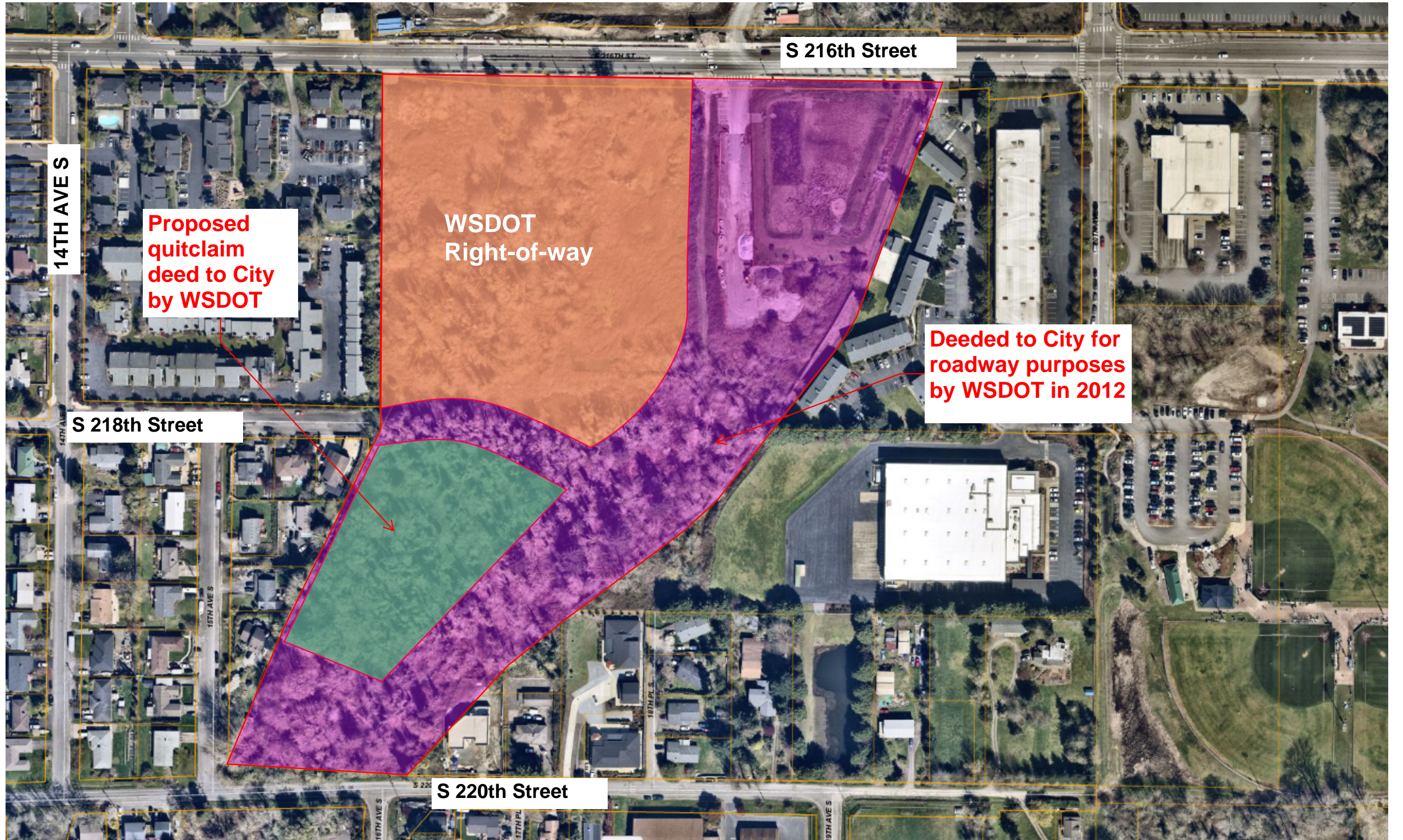
WASHINGTON STATE HIGHWAY COMMISSION
 DEPARTMENT OF HIGHWAYS
 OLYMPIA, WASHINGTON

GEORGE D. ZAHN, CHAIRMAN
 SAKEE FERGUSON
 JOHN N. RUPP

DATE: Dec. 1, 1969

SHEET 4 OF 22 SHEETS

LETTER	DATE	DESCRIPTION	BY
Letter 3-28-22	4-8-22	Labeled Surplus Property ICN's 7-17-16775 & 1-17-02173	BWB
Letter 6-30-21	7-16-21	Added Limited Access Vac. and Relinq. Rec. King Co. 20210621001753; Updated Ownership Verification Note	BWB
Letter 12-13-11	12-15-11	Revised ICN I-17-09312 to I-17-09365	CJP
Letter 11-3-11	11-9-11	Deleted Curve Data R=398', L=301.81' Between Points 8 and 11	CJP
Letter 10-4-11	10-20-11	Revised Point No. 2 In Point Table	CJP
Letter 8-5-11	9-15-11	Added ICN I-17-09312 For Transfer to the City of Des Moines; Revised Ownership Verification Note; Added Point Table I thru 12	CJP
Letter 9-22-05	10-14-05	Revised R/W and L/A and Noted Excess R/W on Rt. 51a, 741+50 to S. 222nd 27+20	DBT
Letter 8-28-13	9-14-13	Revised boundary & areas parcel I-7179, deleted parcel I-7186	RLS
Letter 3-15-72	Comm. Res. 2505	Del. alignment & R/W F4 line 10+00 to 14+95.41; deleted cul-de-sac S. 222nd St. & added overcrossing 742+57.08; revised R/W & L/A on Rt. 738+30 to 745+50; revised areas parcels I-7162, I-7163, I-7164, I-7165, I-7166, I-7171; deleted parcel I-7167	WLM
Letter 4-5-72	4-21-72	Revised boundary & areas parcel I-7178; added parcel I-7199	RLS
Letter 1-24-72	2-11-72	Revised areas parcel I-7165	RLS
Letter B-25-71	9-24-71	Revised boundary & areas I-7179; added I-7186; revised areas I-7170	RLS
REFERENCE	AUTHORITY	DATE	BY
			SUBSEQUENT APPROVAL



S 216th Street

14TH AVE S

**Proposed
quitclaim
deed to City
by WSDOT**

WSDOT
Right-of-way

**Deeded to City for
roadway purposes
by WSDOT in 2012**

S 218th Street

S 220th Street

**City Council
AGENDA ITEM**

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

SUBJECT: Approval of the City's Strategic Plan

ATTACHMENTS:

1. 2026-2030 City of Des Moines Strategic Plan

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

June 16, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this item is to approved the Strategic Plan, "Charting Our Course", which will guide the City's priorities and goals for 2026-2031.

Suggested Motion:

Motion: "I move to approve the City's Strategic Plan Charting Our Course to guide the City's priorities and goals."

Background

In 2025, the City initiated its first comprehensive Strategic Planning process to establish clear priorities and guide decision-making over the next five years. The City entered into a professional services agreement with Raftelis in August 2025 to support facilitation, community engagement, and plan development.

Branded Charting Our Course, the Strategic Plan is intended to align City resources, policy direction, and service delivery with community priorities. The process has included:

- Council retreats
- Community survey and outreach
- Focus groups and stakeholder engagement
- Public events and community input opportunities

On May 2, 2026, Council reviewed the draft Strategic Plan and provided feedback

regarding language, priorities, and overall plan structure. Staff and the consultant team subsequently incorporated the feedback received and prepared a revised draft for Council's review. At the June 11, 2026 City Council meeting, the Council approved final wording.

Discussion

The final Strategic Plan is included in the Council packet for review.



CITY OF DES MOINES

Charting Our Course

2026 - 2030 STRATEGIC PLAN

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Letter from the City Manager ~~~~~ 03

Introduction ~~~~~ 04

The Strategic Planning Process ~~~~~ 06

Des Moines' Strategic Plan ~~~~~ 08



Des Moines City Council. From left to right:
Jeremy Nutting, JC Harris, Mayor Yoshiko Grace Matsui, Deputy Mayor Gene Achziger, Robyn Desimone, Harry Steinmetz, Pierre Blossie



Letter from the City Manager, Katherine Caffrey



Dear Des Moines Community,

I am proud to share Charting Our Course, the City of Des Moines' first-ever Strategic Plan. This plan represents an important milestone for our community and provides a clear framework to guide City decisions, priorities, and investments in the years ahead.

This Strategic Plan was shaped through extensive community engagement and strong leadership from the Des Moines City Council. I am grateful to the Mayor and Councilmembers for their thoughtful direction, time, and commitment throughout this process. Their leadership helped ensure this plan reflects both community priorities and a clear, long-term vision for the City.

At its core, Charting Our Course reflects what we heard from you. Over the past year, residents, business owners, community partners, and City staff shared their perspectives, priorities, and hopes for Des Moines' future through surveys, conversations, workshops, and public meetings. The result is a plan grounded in real community input—one that balances ambition with practicality and reflects our shared values.

This Strategic Plan is intentionally high-level. It is designed to serve as a compass, not a checklist—helping City Council and staff align daily work, budget decisions, and long-term planning around a common set of priorities. While it does not replace the many functional plans that guide City operations, it brings them together into a unified direction for the organization.

As Des Moines continues to evolve, this plan will help us navigate change thoughtfully, remain accountable to the community, and make informed choices about how best to use limited resources. Just as important, it provides transparency into where the City is headed and how progress will be measured over time.

Thank you to everyone who contributed their time and voice to this effort. Charting Our Course is a shared commitment—to our community, our values, and Des Moines' future.

- **Katherine Caffrey** | City Manager



Year of Incorporation
1959



Population
32,400



Square Miles
6



Puget Sound Shoreline
5 miles



Moorage Slips
850



Acres of Park Land
510



Median Home Value
\$630k

Situated along Puget Sound between Seattle and Tacoma, Des Moines is a waterfront community of approximately 32,400 residents. Incorporated in 1959, Des Moines has grown into a vibrant, full-service City that balances a blend of small-town character with modern opportunities and access to nearby metropolitan areas.

The marina and waterfront serve as the heart of Des Moines. As one of the largest public marinas in Washington, the Des Moines Marina anchors a scenic stretch of shoreline that draws boaters, visitors, and residents year-round, serving as both a civic gathering space and an active economic driver. The waterfront corridor—along with the City’s network of parks, beachside trails, and fishing pier—reflects the community’s deep connection to the natural environment and distinguishes Des Moines from neighboring cities. These spaces provide beloved gathering places

where residents of all ages come together, as they offer some of the most accessible waterfront and water-view vantage points, with sweeping views of Puget Sound and Mt. Rainier visible from parks, trails, and neighborhoods throughout the City. In addition to local amenities like Saltwater State Park and the City’s green spaces, the mild Pacific Northwest climate and stunning natural setting make outdoor recreation not just an amenity, but a way of life. The City actively works to build on these distinctive assets, leveraging the experiences and amenities that set Des Moines apart from its neighbors.

Throughout the strategic planning process, community members consistently highlighted the City’s close-knit feel and sense of belonging as some of its most cherished qualities. Neighbors know one another, and local events bring people together.

Community

Residents describe a genuine sense of belonging that is increasingly rare in communities of similar size. This spirit is evident in the City's active community organizations, thriving farmers market, and the pride residents take in their neighborhoods and public spaces. The City is also shaped by its diversity, serving as home to long-term residents and new families. This mix of backgrounds, perspectives, and experiences contributes to the richness of community life and reflects the inclusive, welcoming character that defines Des Moines.

While positioned between two major metropolitan areas, Des Moines maintains a distinct identity, offering genuine community and a natural beauty that residents are proud to call home.

Home to three of the five publicly accessible waterfront areas between Seattle and Tacoma, Des Moines has a waterfront geography that shapes both its identity and its aspirations.

Strategic Planning

Purpose and Process

The City of Des Moines initiated a comprehensive strategic planning process in 2025 with the goal of creating its first Citywide Strategic Plan and charting a course for the City over the next five years. At its core, a Strategic Plan answers three questions:

- **Where are we at today?**
- **Where do we want to go?**
- **How do we get there?**

The purpose of developing a Strategic Plan is to align the City Council's vision with strategies that bridge what the community desires, what the organization can deliver, and what the future holds. It creates a clear roadmap that unifies the City around shared goals. By guiding daily decision-making, the plan directs limited resources toward the most impactful initiatives. It also serves as a vital communication tool to share progress with the community and other stakeholders, fostering accountability and a shared understanding of how everyone contributes to the City's overall success.

A key step in the development of a Strategic Plan is understanding community needs and desires. As part of this process, the City engaged various stakeholder groups to gather valuable insights to inform the development of the Strategic Plan. These engagement activities included the following:

- Individual interviews with members of the Des Moines City Council to discuss their vision for the future.

- Five focus groups, attended by a total of 50 members of the community. Participants discussed what they love about Des Moines, current strengths, challenges, and their desired future for the City.

- An online survey distributed to City staff. Employees had the opportunity to provide input on organizational mission and values, as well as strengths, challenges, and opportunities facing Des Moines. A total of 113 employees provided responses.

- An online survey made available to members of the Des Moines community. Survey respondents shared what they love about Des Moines, what they would prioritize for the City to focus efforts, current challenges, and their vision for the future. A total of 1,036 community members provided responses.

- A Town Hall meeting attended by over 80 members of the community. Participants provided their thoughts on a vision for the future of Des Moines, including how they want Des Moines to look and feel, as well as providing specific feedback on key priority areas.

Following these engagement efforts, City staff and the City Council held multiple workshops to review themes and draft the Strategic Plan framework, ensuring it is rooted in operational realities and staff capacity. This Strategic Plan represents the essential bridge connecting future aspirations with daily operations, preserving what makes Des Moines great while aspiring to achieve more in the future.



**What We
Love About
Des Moines**

SWEET
PEOPLE

SMALL TOWN

WATERFRONT

ENGAGED
COMMUNITY

ENVIRONMENT

WALKABLE

HEART

PEACEFUL

BEACH

NATURE

MARINA

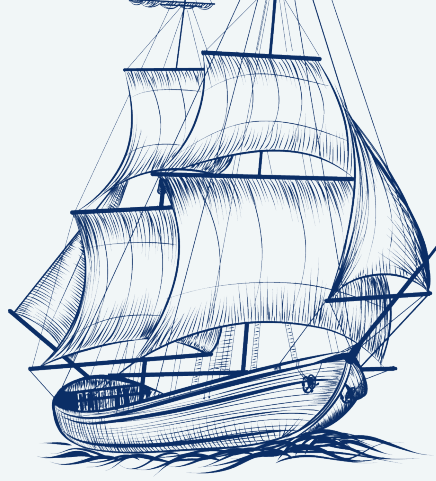
Our Strategic Plan



We know our community has big dreams and we want to see them come true. Our Strategic Plan lays a foundation for this progress, defines our shared vision for the future, and focuses City resources on six key strategic priorities: Economic Vitality; Financial Stability; Public Safety; Engaged and Thriving Community; Natural and Built Environment; and Organizational Excellence.



Charting Our Course



Mission

A mission statement articulates the purpose of the organization and what drives employees to show up and deliver quality services for their community.

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

Vision

A vision statement is aspirational. It reflects what we hope will be true about our City and community in the future.

Des Moines' vision is to be:

The premier waterfront community on Puget Sound.

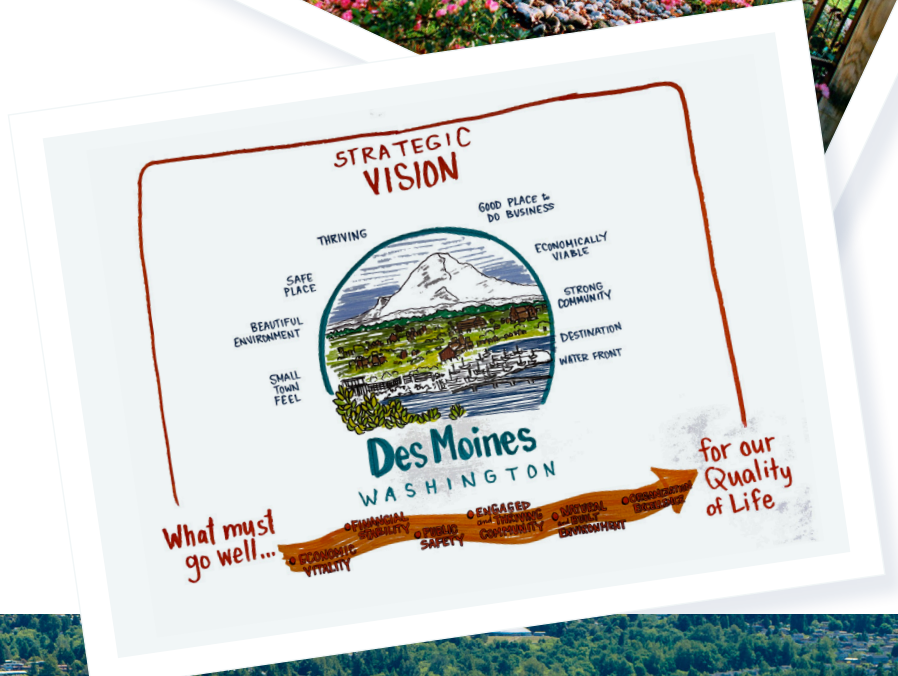
Values

Values are the principles that guide behavior, influencing how staff interact with one another and how they serve the public. Des Moines embraces the values of:

**Teamwork | Customer Service
Safety | Responsibility | Integrity**

Strategic Focus Areas

Focus areas represent what the City must do well to achieve its vision. These areas guide the City's resources and daily efforts, driving measurable progress toward the community's desired future.





ECONOMIC VITALITY

Des Moines cultivates a dynamic economy that attracts investment and is sustainable for residents and businesses.

Strategies

- Implement a data-informed Economic Development strategy with clear priorities, opportunities, and focus areas that leverage the City's location and unique amenities.
- Revitalize downtown to be vibrant and provide a range of amenities that meet the needs and wants of a growing community.
- Stimulate a marina that is the treasure of Des Moines, where the beauty, activities, and events attract locals and visitors.
- Create an atmosphere where Des Moines is recognized as a great place for business investment.
- Embrace the Pacific Highway corridor as an integrated community and economy to support complementary redevelopment.



FINANCIAL STABILITY

We keep Des Moines on solid financial footing by spending wisely, securing steady revenue, and maintaining healthy reserves.

Strategies

- Secure steady revenue through diverse sources.
- Use resources wisely and manage costs.
- Align spending with City priorities.
- Plan ahead with strong financial forecasting.
- Use partnerships and outside funding to support City services.
- Maintain healthy reserves for long-term stability.



PUBLIC SAFETY

Des Moines is a safe and equitable place to live and visit, supported by responsive public safety services, emergency preparedness, and strong community partnerships.

Strategies

- Recruit and retain public safety personnel to align police staffing with service needs.
- Enhance public safety services through data-driven decision-making, partnerships, and modern tools, prioritizing responsible data use and privacy.
- Improve traffic safety through coordinated engineering, education, technology, and enforcement.
- Strengthen emergency preparedness and build community resilience through education and awareness, engaging residents, businesses, and organizations as active partners.
- Provide sustainable and effective animal control services that meet community expectations.



ENGAGED AND THRIVING COMMUNITY

Des Moines fosters an engaged and connected community where residents are informed, involved, and supported by inclusive programs, events, and public spaces.

Strategies

- Provide programs, events, and spaces that evolve with community needs and interests.
- Increase participation in civic life through expanded volunteerism and inclusive engagement opportunities.
- Improve and activate parks, trails, and green spaces as safe, welcoming community assets.
- Make it easy for people to find information and stay connected through modern, user-friendly tools that are accessible for all.





NATURAL AND BUILT ENVIRONMENT

Des Moines preserves its natural resources, including waterfronts, parks, and trails, while promoting safe, convenient mobility across the City and prioritizing investment in maintaining critical infrastructure.

Strategies

- Maintain and invest in critical infrastructure and public assets to support reliability, sustainability, and future growth.
- Preserve, restore, and enhance Des Moines' unique environment, natural resources, and open spaces.
- Develop solutions that reduce airport impacts and protect community health and quality of life.
- Maintain parks, trails, and recreational facilities to ensure safe, high-quality community amenities.
- Improve mobility, safety, and connectivity through a balanced, multimodal transportation system.



ORGANIZATIONAL EXCELLENCE

Des Moines builds a skilled, supported, and engaged workforce that delivers high-quality service to the community.

Strategies

- Strengthen a customer service-centered culture across the organization.
- Recruit and retain a talented workforce to deliver high-quality public services.
- Develop leadership capacity through clear professional development and advancement pathways.
- Promote employee engagement through communication, recognition, and feedback.
- Equip employees with the tools, technology, and resources needed to deliver effective services.



Acknowledgements

Charting Our Course reflects a shared journey—one guided by collaboration, trust, and a common commitment to Des Moines' future. We extend our sincere appreciation to the many individuals and organizations whose contributions helped shape this Strategic Plan. We would like to thank and acknowledge the following:

City Council

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

Citizens Advisory Board members

Former Mayor Traci Buxton and Councilmember
Matt Mahoney (terms ended December 2025)

The Des Moines residents, businesses, and
organizations that contributed their valuable
time, energy, and ideas

City Staff

Katherine Caffrey, City Manager
Adrienne Johnson-Newton, Assistant City Manager
Tim George, City Attorney
Ted Boe, Police Chief
Rebecca Deming, Community Development Director
Jeff Friend, Finance Director
Mike Slevin, Public Works Director
Bonnie Wilkins, Director of Administrative Services
Scott Wilkins, Harbormaster



21630 11th Avenue S, Suite A
Des Moines, WA 98198

www.desmoineswa.gov
Adopted Summer 2026

**City Council
AGENDA ITEM**

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

SUBJECT: Lodging Tax Advisory Committee Appointment

ATTACHMENTS:

1. Richard Spicer Application

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

June 18, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval of the Mayor's appointment of Richard Spicer to the Lodging Tax Advisory Committee.

Suggested Motion:

Motion: "I move to confirm the Mayoral appointment of Richard Spicer to the Lodging Tax Advisory Committee effective immediately."

Background

The City of Des Moines adopted Ordinance No. 1319 in March of 2003 for the purpose of establishing a Lodging Tax Advisory Committee. The Committee consists of at least five members and is required for the collection/expenditure of Des Moines' share of Hotel/Motel Tax. The tax must be used for expenses related to tourism promotion and for the acquisition and/or operation of tourism related facilities.

Discussion

The committee consists of two members who are representatives of businesses required to collect tax under RCW 67.28.180, two members who are persons involved in activities authorized to be funded by revenue received under RCW 67.28.180 and one member who shall be a member of the City Council and who shall serve as Chair of the committee. This agenda requests Council approval of the appointment of Richard Spicer to fill a vacant position.

Alternatives

None provided.

Recommendation

Des Moines Administration recommends confirming the Mayoral appointment of Richard Spicer to the Lodging Tax Advisory Committee.



Employment Application | Submitted: 18-Jul-2023

AAA

Richard Spicer

Des Moines Citizens Advisory Committee



Des Moines, WA 98198
USA

Job Location - Des Moines, WA

Department - Administration

Source - Indeed - apply

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name	Link
Richard_Spicer.pdf	Preview Download

Text Only Resume



Richard Spicer

- More than thirty years of experience in Food and Beverage and Hospitality.
 - Ten years in Supervisory or Management Role
 - TIPS Certified Trainer
 - Proficient in multiple POS Systems
 - Natural ability to work on own initiative or as part of a team
 - Excellent training skills and attention to detail
 - Comfortable and adaptable to changing and fast-paced environments
 - Strong communication skills; maintain positive relations with staff and customers in high-volume, fast-paced operations

Professional Hospitality Manager



Des Moines, WA 98198

Complex Purchasing Manager Hilton SeaTac, WA
November 2022 to Present

Complex Laundry/Housekeeping Manager DoubleTree by Hilton Seattle, WA
August 2019 to October 2022

- Help manage and oversee 75+ Housekeeping staff
 - Daily room inspections for cleanliness and quality
 - Manage and supply Night Cleaners for a 850 room hotel
 - Schedule all laundry shifts for 40+ team members
 - Order all supplies for location
 - Attend management meetings for hotel
 - Ensure all product are finished and delivered on time.
 - Process 18000 pounds of linen on a daily basis.
 - Conceive and implementing plans for improvement of efficiencies in all aspects.
- Control all labor numbers to insure we are within the standards threshold or better
- Help manage all HSK team members and activities when needed
- Provide support to 1400 + hotel rooms

Food and Beverage Manager DoubleTree by Hilton Seattle, WA
October 2018 to August 2019

- Run and manage all hotel banquet events
 - Coordinate with sales and Housekeeping to ensure readiness for events
 - Attend event planning meetings
 - Oversee all training of 50 + banquet staff
 - Order all supplies
 - Maintain budget
 - Adhere to all union and company protocols in staffing
 - Promote sales and meet with prospective guests on site visits

Food and Beverage Manager Silver Cloud Inns & Hotels Seattle, WA
April 2018 to October 2018

- Responsible for all food and beverage inventory
 - Responsible for all scheduling of FOH, BOH and banquets
 - Responsible for all inventory ordering
 - Created and rolled out a successful Room Service program
 - Spearheaded the rebrand of restaurant

Restaurant Manager CG Public House Kennewick, WA
September 2016 to February 2018

in \$2M full-service restaurant and bar

- Responsible for \$1M volume beverage program.
- Managed at or below cost consistently by implementing volume purchasing and cross-utilization of product.
- Fluent in catering protocols, including off-premises catering operations.
(Relocated back to Seattle Area in March 2018)

Food and Beverage Outlet Supervisor Crowne Plaza Hotel Seattle, WA
2011 to 2016

Supervise and direct several food and beverage outlets concurrently, including full-service restaurant, hotel bar,

club lounge, and room service for 415+-room hotel

- Actively participate in staff and management meetings, often representing the food and beverage department

Assistant Store Manager West Coast Sports Cards Federal Way, WA
2001 to 2004

- Managed all in-store gaming events
- Maintain records, including daily transaction documents, sales reports and loss summaries, and reconciling cash and inventory
- Managed store employees, determined work assignments and training
- Assisted with shipping and receiving of goods, sorting and displaying of merchandise

Customer Service Representative Wizards of the Coast Renton, WA
1998 to 2001

- Provided game support for Pokémon TCG
- Answered an average of 100+ emails a day dealing with game and world issues for Pokémon TCG
- Attended board meetings and organized play meetings to further my understanding of the game
- Assisted in product replacement, defective merchandise and resolving customer issues
- Attended Gen Con as part of the game support and fulfillment team

Wizards of the Coast-Retail Floor Supervisor Federal Way, WA

- Managed high-volume workload with ease, while maintaining high level of customer service and efficiency
- Assisted in development of first Pokémon League for WotC retail brand
- Provided product and customer support, game demos and gameplay instruction as part of daily routine

B.A. History Seattle University

2007 to 2009

A. A. General Studies Highline Community College

2005 to 2007

Restaurant Management, POS, Banquet Experience, Bartending, Catering, Hospitality Management, Laundry, Restaurant Experience, Management, Kitchen Management Experience, Guest services, Food safety, Cost control, Labor cost analysis

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Documents

There are no documents for this applicant.

Signature

Date

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Speed Camera Ordinance - First Reading

ATTACHMENTS:

1. Draft Ordinance No. 26-049
2. Traffic Safety Camera Study
3. Speed Camera Ordinance PowerPoint

FOR AGENDA OF:

June 25, 2026

DEPT OF ORIGIN:

Legal

DATE SUBMITTED:

June 02, 2026

CLEARANCES:

City Clerk

Police

Public Works

Purpose and Recommendation

The purpose of this item is to introduce Draft Ordinance No. 26-049 on first reading which would authorize additional automated traffic safety camera enforcement in school walk zones and at locations experiencing higher crash risks due to excessive vehicle speeds.

Suggested Motion:

Motion: "I move to pass Draft Ordinance No. 26-049 to a second reading on the next available regular Council meeting agenda."

Background

According to the Washington State Strategic Highway Safety Plan, "There is a limit to the rate at which the visual system and brain can process information, and this ability is reduced as traveling speed increases. The higher the speed, the less information can be processed over the distance traveled. This effectively narrows the field of vision that the brain can process. As a result, a driver's ability to respond to visual inputs is reduced (e.g., the driver is less likely to recognize when another road user or other object enters their field of vision). This, along with negatively affecting the ability of other drivers and active transportation users to react, increases the likelihood of a crash."

The plan says further that, "[T]he energy transferred in a roadway crash increases exponentially by the speed a driver travels, making it the primary factor in the amount of

force in a crash. This is particularly concerning when a crash involves an active transportation user, because the force is applied directly to the human rather than to a vehicle designed to direct force away from its passengers."

In 2005 session, the State Legislature authorized local jurisdictions to use automated traffic safety cameras to enforce certain traffic violations that were felt to be particular threats to public safety. The law contained safeguards to protect privacy interests, address due process concerns, and to prevent automated traffic safety cameras from being deployed arbitrarily or primarily as a revenue generator. The violations that could be detected by automatic traffic safety cameras at that time were limited to school zone speed violations, red light violations at the intersection of two arterials, and railroad crossing violations.

In 2011, the Des Moines City Council enacted Ordinance No. 1512, authorizing the use of automated traffic safety cameras to detect speeding violations in school zones. Cameras were initially installed in front of Woodmont Elementary, followed by Midway Elementary and Pacific Middle School. After seeing success in reducing speeds in these school zones, the City Council enacted Ordinance no. 1647, which authorized the use of automated traffic safety cameras to detect red light violations at arterial intersections. Following a traffic safety study, three intersections were identified as particular risks for collisions due to red light running: Marine View Drive and S 216th St., SR 99 and S 216th St., and SR 99 and Kent-Des Moines Road. Following installation of cameras at those locations, there was a substantial drop in red light running violations, particularly at the Kent-Des Moines Road and SR 99 location.

Building on the success of automated traffic safety camera programs in decreasing traffic violations, the State Legislature enacted Engrossed Substitute Senate Bill 5974 in the 2022 session, which added to the permissible locations where the cameras can be used. Among the new applications are speed violations in a school walk area as defined by RCW 28A.160.160, hospital speed zones, and public park speed zones. Cities are also permitted to deploy one camera per 10,000 population to detect ordinary speed violations. The City expanded the traffic safety camera program in 2024, becoming the first jurisdiction in the State to use traffic safety cameras to detect speed violations in a park zone, issuing violations to drivers speeding past Wooten Park and the Redondo Boardwalk.

Despite the success in reducing speed violations in the City, speeding remains a serious traffic safety issue. There are opportunities for additional traffic safety camera locations under current law to address the highest priority areas. New camera locations must be authorized by the City Council after preparing an analysis of the locations where automated traffic safety cameras are proposed. The analysis must include equity considerations including the impact of the camera placement on livability, accessibility, economics, education, and environmental health. The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or

actual ineffectiveness or infeasibility of other mitigation measures.

Discussion

At the Council's direction, staff engaged with the City's traffic safety camera vendor to conduct speed studies to determine whether there were locations in the City that would be suitable for additional camera deployments. There are locations in the City that would qualify as school zones, park zones, and school walk zones where cameras would be permitted if there is a demonstrated need for them and equitable factors are considered in the placement. Based on the City's population, the City would be entitled to three additional camera deployments at any location where the Council determines there is a need based on the statutory factors.

Following the completion of the speed study, staff identified locations that were shown to have either a high proportion of drivers exceeding the speed limit by at least five miles per hour or a large volume of speeders, or both, to subject to further study. Staff evaluated these locations to determine the impact of the camera placement on livability, accessibility, economics, education, and environmental health. The study analysis is contained in Attachment 2 to this item.

The overwhelming majority of drivers passing through the locations are not residents of the area near the location, but are people from other locations using the neighborhood as a pass-through to get to somewhere else outside the City. The nearby residents largely do not contribute to the noise, pollution, and safety issues caused by excessive speed at the locations, but they overwhelmingly bear the impact. The arterials passing through the location act as barriers from schools, transit stops, employment, and shopping for residents, and reducing speeds at the locations will increase livability, accessibility, and health.

Based on these studies, staff is proposing that the Council authorize speed cameras at the following locations:

- Pacific Highway South between South 226th Street and Kent-Des Moines Road (northbound)
- 24th Avenue South between South 208th Street and South 216th Street (both directions)
- Kent-Des Moines Road between 16th Avenue South and 24th Avenue South (both directions)

The first two locations can be accomplished using the City's three population-based cameras. Staff believes that cameras can be placed at Kent-Des Moines Road location upon confirmation that the location qualifies as a school walk zone.

In addition, the school zone cameras already in use at Woodmont Elementary School could be used to detect ordinary speed violations at the location during hours of the day when the school zone is not active. This location also falls under the definition of a

school walk zone. Since this is not a new camera location, a formal speed and equity study is not required. However, the speed study shows that there is a need for enforcement in off-school hours, and the equity analysis is substantially the same as for the other locations. This kind of dual use has been successfully implemented in other cities such as Paulsbo and Bothell, and Verra states they are prepared to implement it in Des Moines if the Council wishes.

The draft ordinance would expand the permitted uses of automated safety cameras to include regular speed violations in school walk zones and at locations where the City Council has found to experience higher crash risks due to excessive vehicle speeds. The draft ordinance also includes a finding that the three locations set out above do meet that definition and that equitable factors weigh towards camera enforcement at the chosen locations. Expanded use of the Woodmont school zone cameras to include regular speed violation during off-school hours would also be authorized.

If the Council adopts the draft ordinance, staff will negotiate a contract amendment with Verra Mobility to include the new locations. Verra, the City, and the utilities will coordinate to install the new camera locations. Once Verra and the Court are ready to issue and process citations, there will be a 30 day test and warning period before the new locations begin enforcement.

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

After deducting expenses for operation and administration of the camera system, staff anticipates significant revenue from the new camera locations, which are restricted to transportation improvement projects to increase safety. History indicates that revenue will decrease significantly over time as the cameras affect driver behavior.

Recommendation

Staff recommends passing the draft ordinance to a second reading on the next available regular City Council meeting agenda.

CITY ATTORNEY'S FIRST DRAFT

DRAFT ORDINANCE NO. 26-049

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to automated traffic camera enforcement, amending DMMC 10.36.020, 10.36.030, and 10.36.070, and adding a new section to DMMC chapter 10.36.

WHEREAS, pursuant to chapter 10.04 DMMC, the City adopted by reference the State's Model Traffic Ordinance which authorizes issuance of citations for various violations, including exceeding the posted speed limit, speeding in a school zone, and failing to stop for a red light, and

WHEREAS, in 2005, the Legislature adopted Engrossed Substitute Senate Bill 5060, enacting RCW 46.63.170 which authorizes the use of automated traffic safety cameras to detect certain traffic infractions, including speeding in school zones and red light violations upon passage of a local ordinance authorizing the use of said automated cameras, and

WHEREAS, in 2012 the City Council adopted Ordinance 1512, authorizing the use of automated traffic safety cameras to detect speeding in school zones, codified at DMMC chapter 10.36, and

WHEREAS, in 2016 the City Council adopted Ordinance 1647, authorizing the use of automated traffic safety cameras to detect red light running infractions, codified at DMMC chapter 10.40, and

WHEREAS, in the 2022 session, the Legislature amended RCW 46.63.170 to expand the purposes and locations where automatic safety cameras may be deployed to detect traffic infractions, including the detection of speeding in "public park safety zones", as defined by the statute, and

WHEREAS, in 2023 the City Council adopted Ordinance 1769, amending chapter 10.36 DMMC and authorizing the use of automated traffic safety cameras to detect speeding violations in public park speed zones, and

WHEREAS, in 2024, the City Council adopted Ordinances 1789 and 1794 to bring the City's automated traffic safety camera program into compliance with updates to State law imposed by the Legislature, and

WHEREAS, the recent changes by the Legislature allow cities to authorize the installation of one automatic traffic safety camera per 10,000 population to detect basic speed violations in locations deemed by the local legislative authority to experience higher crash risks due to excessive vehicle speeds, and

WHEREAS, the City conducted speed studies in 2025 to determine whether there were locations in Des Moines that experience higher crash risks due to excessive vehicle speeds, and

WHEREAS, in February 2026, the City of Des Moines adopted a Local Road Safety Plan (LRSP) providing a comprehensive analysis of crash patterns and risk factors across the City's transportation network and recommending locations where there is a demonstrated need for traffic cameras, and

WHEREAS, the LRSP recommended locations where there is a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location: travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures, and

WHEREAS, on May 14, 2026, the City of Des Moines enacted Resolution no. 1497, adopting a Vision Zero target to eliminate all fatal and serious injury crashes that occur on the City transportation system, and

WHEREAS, in June 2026, the City of Des Moines completed an analysis of the camera locations proposed by the LRSP, studying equity considerations including the impact of the camera placement on livability, accessibility, economics, education, and environmental health, and

WHEREAS, on June 25, 2026, the City of Des Moines adopted a Comprehensive Safety Action Plan (CSAP) designed to help the City achieve its Vision Zero goal, and

WHEREAS, the City Council has considered impact of potential camera placements on livability, accessibility, economics, education, and environmental health, and

WHEREAS, the City Council finds that locations identified in the LRSP through analysis of City's speed study and equity considerations of the impact of camera placement are suitable for placement of new traffic enforcement cameras in order to reduce speeds and promote public safety, and

WHEREAS, the City Council finds that the adoption of this Ordinance is necessary and proper to protect public safety and welfare; now therefore,

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

Sec. 1. DMMC 10.36.020 and section 1(2) of Ordinance No. 1512 as amended by section 2 of Ordinance No. 1769 as amended by section 1 of 1794 are each amended to read as follows:

Authorized Use.

(1) Consistent with the authority granted in chapter 46.63 RCW, City law enforcement officers, ~~and~~ persons commissioned by the Chief of Police, and other persons authorized by law to review infractions detected through the use of an automated traffic safety camera are authorized to use automated speed enforcement cameras and related automated systems only to detect and record the image of school speed zone violations, ~~or violations of the speed limit~~ violations committed in a public park speed zone, speed violations committed in a school walk zone, or speed violations in locations identified in section 4 of this ordinance.

(2) Use of automated speed enforcement cameras is limited to taking pictures of the vehicle and vehicle license plate only, and only while an infraction is occurring. Pictures may not reveal the face of the driver or of passengers in the vehicle.

(3) Each location where an automated speed enforcement camera is used shall be clearly identified by the City Traffic Engineer with the posting of signage placed in a manner that clearly indicates to a driver that the driver is entering a zone where traffic laws are enforced by an automated camera.

(4) Notwithstanding any other provision of law, all photographs, microphotographs and electronic images prepared under

this chapter, and as provided in ~~Section 2, Chapter 307, Laws of 2024~~RCW 46.63.220, are not open to the public and may not be used in a court in a pending action or proceeding unless the action or proceeding relates to a violation under this section. No photograph, microphotograph or electronic image may be used for any purpose other than enforcement of violations under this section nor retained longer than necessary to enforce this section.

Sec. 2. DMMC 10.36.030 and section 1(3) of Ordinance No. 1512 are each amended to read as follows:

Notice of infraction.

(1) A notice of infraction based on evidence detected through the use of an automated speed enforcement camera shall be mailed to the registered owner of the vehicle within 14 days of the violation, or to the renter of a vehicle within 14 days of establishing the renter's name and address under subsection (3)(a) of this section. A law enforcement officer or other person authorized by law to review infractions detected through the use of an automated traffic safety camera shall authorize the issuance of the notice of infraction, which shall include with it a certificate or facsimile thereof, based upon the inspection of photographs, microphotographs, or electronic images produced by an automated traffic safety camera, citing the infraction and stating the facts supporting the notice of infraction. This certificate or facsimile shall be prima facie evidence of the facts contained in it and shall be admissible in a proceeding charging a violation under this chapter. The photographs, microphotographs, or electronic images evidencing the violation must be available for inspection and admission into evidence in a proceeding to adjudicate the liability for the infraction. A person receiving a notice of infraction based on evidence detected by an automated speed enforcement camera may respond to the notice by mail.

(2) The registered owner of a vehicle is responsible for a notice of infraction detected through use of an automated speed enforcement camera unless the registered owner overcomes the presumption stated in this chapter, or, in the case of a rental car business, satisfies the conditions under subsection (3) of this section. If appropriate under the circumstances, a renter identified under subsection (3)(a) of this section is responsible for such an infraction.

(3) If the registered owner of a vehicle responsible for a notice of infraction detected through use of an automated speed enforcement camera is a rental car business, the chief of police or his designee shall, before such a notice of infraction is issued, provide a written notice to the rental car business that a notice of infraction may be issued to the rental car business if the rental car business does not, within 18 days of receiving the written notice, provide to the Des Moines police department by return mail:

(a) A statement under oath stating the name and known mailing address of the individual driving or renting the vehicle when the infraction occurred; or

(b) A statement under oath that the business is unable to determine who was driving or renting the vehicle at the time the infraction occurred because the vehicle was stolen at the time of the infraction. A statement provided under this subsection must be accompanied by a copy of a filed police report regarding the vehicle theft.

Timely mailing of this statement to the Des Moines police department relieves a rental car business of any liability under this chapter for the notice of infraction. In lieu of identifying the vehicle operator, the rental car business may pay the applicable penalty.

Sec. 3. DMMC 10.36.070 and section 1(7) of Ordinance No. 1512 as amended by section 4 of Ordinance No. 1769 as amended by section 1 of Ordinance No. 1789 as amended by section 2 of 1794 are each amended to read as follows:

Penalty.

(1) The maximum penalty for infractions detected within a school zone under authority of, and committed pursuant to, the provisions of this chapter shall be the lesser of the monetary penalty for a violation of RCW 46.61.440 as provided under RCW 46.63.110 for the applicable miles per hour exceeding the speed limit, including all applicable statutory assessments, or \$290.00.

(2) The maximum penalty for infractions detected outside of a school zone under authority of, and committed pursuant to, the provisions of this chapter shall be \$145.00.

(3) Revenue from fines assessed under authority of this chapter detected at camera locations in use prior to the effective date of this ordinance shall be used solely for traffic safety purposes or as otherwise provided by state law. For purposes of this section, the term "traffic safety purposes" may include, but is not limited to, the following:

(a) Personnel costs for employees or contractors who are involved in automated speed enforcement planning and implementation, including professional services such as traffic engineering services;

(b) Personnel costs for employees or contractors who are involved in automated speed enforcement, court hearings, fine collection or other processing, including expert witness fees;

(c) Costs associated with training of employees or contractors involved with the automated speed enforcement program;

(d) Purchase and/or maintenance of equipment, including signage, related to the automated speed enforcement program;

(e) Costs associated with traffic safety projects in the transportation capital fund unrelated to the automated speed enforcement program.

(f) The purposes established in subsection (4) (a) of this section.

(4) Except as provided in subsection (3) of this section, revenue from fines assessed under authority of this chapter shall be used solely for:

(a) Subject to the requirements of ~~Section 2, Chapter 307, Laws of 2024~~ RCW 46.63.220, traffic safety

activities related to construction and preservation projects and maintenance and operations purposes including, but not included to, projects designed to implement the complete streets approach as defined in RCW 47.04.010, changes in physical infrastructure to reduce speeds through road design, and changes to improve safety for active transportation users, including improvements to access and safety for road users with mobility, sight, or other disabilities.

(b) The cost to administer, install, operate, and maintain the automatic traffic safety cameras, including the cost of the infractions.

(5) Beginning four years after an automatic traffic safety camera authorized under this chapter is initially placed and in use after the effective date of this ordinance, when required by ~~Section 2, Chapter 307, Laws of 2024~~ RCW 46.63.220, 25 percent of the noninterest money received for infractions issued under this chapter for exceeding the speed limit in excess of the cost to administer, install, operate, and maintain the automated traffic safety cameras, including the cost of processing infractions, shall be deposited in the Cooper Jones active transportation safety account created in RCW 46.68.480.

NEW SECTION. Sec. 4. A new section is added to chapter 10.36 DMCC to read as follows:

Locations experiencing higher crash risks due to excessive vehicle speeds.

The City Council finds that the following locations experience higher crash risks due to excessive vehicle speeds and authorize the use of automated traffic safety cameras to detect speeding violations at these locations:

(1) Pacific Highway South between South 226th Street and Kent-Des Moines Road

(2) 24th Avenue South between South 208th Street and South 216th Street

(3) Kent-Des Moines Road between 16th Avenue South and 24th Avenue South

NEW SECTION. Sec. 5. A new section is added to chapter 10.36 DMCC to read as follows:

Detecting speeding violations in school walk zones when school zone not in effect.

The City Council authorizes automated traffic safety cameras placed in a location to detect speeding in a school zone to be used to detect speed limit violations of RCW 46.61.400 during hours when the school zone is not in effect at the following location:

- (1) Woodmont Elementary School

Sec. 6. Severability - Construction.

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

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

Sec. 7. 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

Ordinance No. ____
Page 9 of 9

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

City of Des Moines

Automated Traffic Safety Camera Program Study and Overview

Purpose

This document provides the basis for the City Council to establish prioritized locations for general speed enforcement with the expansion of the City's automated traffic safety camera program in accordance with state requirements.

In 2024, Washington State Legislature Bill 2384 was passed that updated RCW's related to automated traffic safety cameras. The changes removed the limitations for agencies like the City of Des Moines from only using automated traffic safety cameras in school zones, railroad crossings, and signalized intersections. The revised state regulations continue to allow agencies to operate automated traffic safety cameras to enforce speed limits in hospital speed zones, public park speed zones, school speed zones, school walk zones, roadway work zones, and state highways that are classified as City streets per RCW 47.24 (such as Pacific High Way South/SR99). There are no limits to how many speed enforcement cameras agencies may operate in these areas.

The state regulations revised by House Bill 2384 now allows agencies to utilize automated traffic safety cameras to enforce speeds at other locations deemed by the City Council to experience higher crash risks due to excessive vehicle speeds.

The City plans to expand the traffic camera safety program to place up to 3 additional speed enforcement cameras at locations that are not school or park speed zones (General Locations), that meet the criteria established in RCW 46.63.250 and with analysis required per RCW 46.63.220:

RCW 46.63.250(3): "...The local legislative authority may authorize the use of one additional automated traffic safety camera per 10,000 population to detect speed violations in locations deemed by the local legislative authority to experience higher crash risks due to excessive vehicle speeds..."
(Speed and Crash Requirement)

RCW 46.63.220: "The local legislative authority must prepare an analysis of the locations within the jurisdiction where automated traffic safety cameras are proposed to be located before adding traffic safety cameras to a new location or relocating any existing camera to a new location within the jurisdiction. The analysis must include equity considerations including the impact of the camera placement on livability, accessibility, economics, education, and environmental health when identifying where to locate an automated traffic safety camera. The analysis must also show a demonstrated need for traffic cameras based on one or more of the following in the vicinity of the proposed camera location:

Travel by vulnerable road users, evidence of vehicles speeding, rates of collision, reports showing near collisions, and anticipated or actual ineffectiveness or infeasibility of other mitigation measures." (Equity and Alternatives Analysis Requirement)

Des Moines's 2026 population is estimated to be just over 33,000 and therefore, the City of Des Moines may operate up to 3 automated traffic safety cameras to enforce speeds at general locations.

Background

The City of Des Moines's current automated traffic safety program is intended to reduce speeding in school zones and park zones to improve overall safety for pedestrians and other multi-modal users. The need for the program was identified in 2012 when the City Council adopted Ordinance 1512, authorizing the use of automated traffic safety cameras to detect speeding in school zones. The program expanded in 2023 when the City Council adopted Ordinance 1769 authorizing the use of automated traffic safety cameras to detect speeding violations in public park zones. Following installations of cameras, there has been a substantial drop in violations at all locations

In 2026, the City Council established a target zero vision and goal. The vision is to eventually have no serious injury and fatal crashes on the City's transportation system by 2044. The Vision Zero target directs staff to apply the Safe Systems Approach as a comprehensive and holistic model to achieve this goal. Automated traffic safety cameras are a proven safety countermeasure that is effective in affecting driver behavior to slow down and therefore reduce the likelihood of serious injury and fatal crashes.

Site Selection Approach

The following steps were taken to select locations prioritized for automated speed enforcement:

- 1) Initial Site Selection and Evaluation
- 2) Detailed Speed Studies
- 3) Crash to Speed Correlation Evaluation
- 4) Equity and Alternatives Analysis
- 5) Selected Sites

Initial Site Selection and Evaluation

The City's Traffic Engineering staff of the Public Works Department and the Police Department worked together to identify 7 study locations to be considered. The initial locations were identified based on crash history, speeding complaints, recommendations from the Local Road Safety Plan, and previously conducted speed studies. The initial locations were evaluated and considered for further study based on evaluation criteria included the posted speed limit, number of lanes, average daily traffic volume, and the roadway classification. Table 1 below lists the proposed locations selected to be included in the speed studies performed by the City's automated traffic safety camera vendor, Verra Mobility.

Table 1: Initial Evaluation and Outcome

Location	Direction	Posted Speed (mph)	# of Lanes	Classification
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	40	2	Principal Arterial
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	SB	40	2	Principal Arterial
S 216th St between 14th Ave S and 20th Ave S	EB	35	1	Minor Arterial
S 216th St between 14th Ave S and 20th Ave S	WB	35	1	Minor Arterial
16th Ave S between S 262nd Pl and S 268th St	NB	35	1	Principal Arterial
16th Ave S between S 262nd Pl and S 268th St	SB	35	1	Principal Arterial
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	35	1	Principal Arterial
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	35	1	Principal Arterial
24th Ave S between S 208th St and S 216th St	NB	35	2	Neighborhood Collector
24th Ave S between S 208th St and S 216th St	SB	35	2	Neighborhood Collector
S 240th St between 20th Ave S and 26th Pl S	EB	35	1	Minor Arterial
S 240th St between 20th Ave S and 26th Pl S	WB	35	1	Minor Arterial
Marine View Dr S between S 232nd St and S 240th St	NB	35	1	Collector Arterial
Marine View Dr S between S 232nd St and S 240th St	SB	35	1	Collector Arterial

Speed Analysis Study

From May 5th to May 8th, 2025, the City's automated traffic safety camera vendor conducted detailed speed studies at the 7 preliminary locations identified for further study in Table 2. The study data was processed to indicate the total volume of vehicles and the percentage of vehicles that were exceeding the speed limit at given thresholds at each location. In summary, the results showed significant variation in the rates of vehicles that were significantly exceeding the posted speed limit, ranging from 42% to 4%.

The highest rates of non-compliance occurred on Pacific Highway S NB (11%), S 216th St EB and WB (12% and 15%), Kent Des Moines Rd S NB & SB (26% and 27%), 24th Ave S NB and SB (42% and 28%), and S 240th St EB & WB (24% and 24%). To prioritize locations that had the highest rates of significant speeding, locations with the lowest rates of significant speeding were not selected to move forward. Locations selected for further evaluation are shown in green on Table 3 below.

Table 3: Speed Studies Summary

Location	Direction	Total Vehicle Volume	Vehicles at Posted Speed + 5
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	55166	11%
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	SB	39524	6%
S 216th St between 14th Ave S and 20th Ave S	EB	13308	12%
S 216th St between 14th Ave S and 20th Ave S	WB	13902	15%
16th Ave S between S 262nd Pl and S 268th St	NB	24685	6%
16th Ave S between S 262nd Pl and S 268th St	SB	22323	5%
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	15787	26%
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	16942	27%
24th Ave S between S 208th St and S 216th St	NB	15214	42%
24th Ave S between S 208th St and S 216th St	SB	16754	28%
S 240th St between 20th Ave S and 26th Pl S	EB	13075	24%
S 240th St between 20th Ave S and 26th Pl S	WB	10607	24%
Marine View Dr S between S 232nd St and S 240th St	NB	13754	4%
Marine View Dr S between S 232nd St and S 240th St	SB	17555	6%

Speed and Crash Requirement

The Draft Comprehensive Safety Action Plan (CSAP) identifies High Injury Network throughout the City where most of the crashes causing serious injuries and fatalities have occurred for all roadway users. The majority of all serious injuries and fatalities Crashes occurred on the 5 identified corridors concerned. For each location, the draft CSAP identifies the prominent circumstances involved with the serious injuries and fatalities crashes. The most common identified circumstances include speeding, impaired driving/DUI, failure to yield the right-of-way, and distracted driving. For all corridors, the Draft CSAP identifies automated safety cameras as a countermeasure to be considered for improving driver behavior, reducing speeds, and lessening the likelihood of serious injuries and fatalities crashes. General speed enforcement with automated traffic safety cameras at locations on these identified corridors would meet the Speed and Crash Requirement. Locations not located on the High Injury Network may still meet the Speed and Crash Requirement but would require additional analysis to substantiate that the criteria has been met.

Five Locations on High Injury Network were prioritized to move forward into the Equity and Alternatives Analysis and are shown in green on Table 4. The two locations that would require additional analysis to evaluate crash history and speed correlation were not selected to move forward into the equity and alternatives analysis with this current program expansion but may be considered with future program expansion(s).

Table 4: Locations on High Injury Network

Location	Direction	On High Injury Network?	Next Step
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	Yes	Equity and Alternatives Analysis
S 216th St between 14th Ave S and 20th Ave S	EB	No	Additional analysis would be needed to evaluate crash history
S 216th St between 14th Ave S and 20th Ave S	WB	No	Additional analysis would be needed to evaluate crash history
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	Yes	Equity and Alternatives Analysis
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	Yes	Equity and Alternatives Analysis
24th Ave S between S 208th St and S 216th St	NB	Yes	Equity and Alternatives Analysis
24th Ave S between S 208th St and S 216th St	SB	Yes	Equity and Alternatives Analysis
S 240th St between 20th Ave S and 26th Pl S	EB	No	Additional analysis would be needed to evaluate crash history
S 240th St between 20th Ave S and 26th Pl S	WB	No	Additional analysis would be needed to evaluate crash history

Equity and Alternatives Analysis Requirement

Equity considerations include evaluation of the impact of camera placement on livability, accessibility, economics, education, and environmental health. The analysis also evaluates whether other mitigation measures besides traffic cameras have been effective and whether new or additional measures would be feasible and likely to be effective in reducing crashes caused by speeding.

Camera enforcement can have a positive effect on the livability, accessibility, economics, education, and environmental health of the areas in which they are placed. Camera enforcement encourages drivers to obey posted speed limits which creates a safer environment for other vehicles, pedestrians, and cyclists. The reduction of high speeds that are the result of camera enforcement make it more comfortable and therefore more likely that people will be more willing to walk, bike, and use transit which has a positive effect on accessibility, economics and environmental health. Those who receive infractions also benefit from the program as the infraction and associated fee encourage and educate them to learn to slow down which reduces the likelihood that they will be seriously injured or killed in a crash or cause others to be seriously injured or killed.

Since camera placement has a positive impact on the area in which they are placed the potential placement locations were evaluated from an income demographics standpoint. This evaluation helps ensure that locations selected for placement are not underserving or overserving any particular income demographic. The City's goal is to balance the automated enforcement, so that the distribution of income demographics served by the cameras reflects the distribution of income demographics in the

City. Table 5 summarizes the overall income demographics of the listed locations. This information was collected using <https://statisticalatlas.com/>.

Table 5: Income Demographics

Location	Direction	Median Household Income	Comparison of Des Moines Median Income	Note
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	\$42,129	70%	Location is 30% lower than median income
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	\$42,129 North of KDM \$54,874 South of KDM	70% North 92% South	Location is 8-30% lower than median income
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	\$42,129 North of KDM \$54,874 South of KDM	70% North 92% South	Location is 8-30% lower than median income
24th Ave S between S 208th St and S 216th St	NB	\$64,271	107%	Location is 7% higher than median income
24th Ave S between S 208th St and S 216th St	SB	\$64,271	107%	Location is 7% higher than median income

1. Per Statistical Atlas
2. Median income in Des Moines is \$59,900

The income demographic information shown on Table 5 suggests that placement of automated traffic safety cameras in one or more of the locations would not weigh more heavily on, or provide more benefit to, income demographics significantly below or above the median household income in Des Moines. People living in these areas are more likely to rely on active transportation and transit services (where available) and are therefore more likely to be out walking or biking on and along the roadways. It follows that increasing driver compliance with posted speed limits on roads in, and along, these areas will increase safety and comfort to the people who rely on walking, biking, and transit.

In some cases, placement of camera enforcement in one location may cause traffic to divert and potentially speed in another location. In those situations, the area being served by the enforcement would benefit but it could be at the detriment of another location. The short list of study locations from Tables 4 and 5 were evaluated to determine if diversion of traffic on to other corridors would be likely to occur and what the potential impacts and mitigation for the diversion could be. The results are summarized in Table 6 below.

Table 6: Traffic Diversion Evaluation

Location	Direction	Diversion Potential	Potential impact of diverted drivers on community and potential mitigation
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	Diversion not expected	N/A
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	Some diversion may occur	Some diversion may occur on South 240 th Street but no appreciable impact is anticipated. Currently 240 th Street is under construction for safety improvements between 16 th Ave and 20 th Ave.
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	Some diversion may occur	Some diversion may occur on South 240 th Street but no appreciable impact is anticipated. Currently 240 th Street is under construction for safety improvements between 16 th Ave and 20 th Ave.
24th Ave S between S 208th St and S 216th St	NB	Some diversion may occur	Some diversion may occur on Pacific Hwy but no appreciable impact is expected

24th Ave S between S 208th St and S 216th St	SB	Some diversion may occur	Some diversion may occur on Pacific Hwy but no appreciable impact is expected
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In addition to evaluation of equity criteria, the analysis also looks at potential alternatives to camera enforcement. For each location, the study identifies what measures have already been taken to reduce speeding and lower the risk of serious injury and fatal crashes caused by speeding. The study also considers what other measures could be taken and the feasibility and anticipated effectiveness of those measures. The alternatives analysis information is shown on Table 7.

Table 7: Alternatives to Camera Enforcement

Location	Direction	Already Implemented Measures	Potential Other Measures		
			Additional Traditional Speed Enforcement	Physical Traffic Calming	Other Potential Mitigation
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	Traditional enforcement, signage, street lights, sidewalks, median/centerline hardening	High traffic volumes and low numbers of infractions issued w/traditional enforcement has only minor positive impacts to general driver behavior.	No other feasible measures due to high volumes and need to serve freight and transit.	No potential mitigation that hasn't already been implemented.
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	Traditional enforcement	High traffic volumes and low numbers of infractions issued w/traditional enforcement has only minor positive impacts to general driver behavior.	No other feasible measures due to high volumes and need to serve freight and transit.	Additional street lighting, pedestrian facilities, and radar feedback signage
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	Traditional enforcement	High traffic volumes and low numbers of infractions issued w/traditional enforcement has only minor positive impacts to general driver behavior.	No other feasible measures due to high volumes and need to serve freight and transit.	Additional street lighting, pedestrian facilities, and radar feedback signage
24th Ave S between S 208th St and S 216th St	NB	Traditional enforcement, signage, street lights, sidewalks, median/centerline hardening, radar feedback signage, rapid rectangular flashing beacon	High traffic volumes and low numbers of infractions issued w/traditional enforcement has only minor positive impacts to general driver behavior.	No other feasible measures due to high volumes and need to serve freight and transit.	No potential mitigation that hasn't already been implemented

		(RRFB) mid-block crossing			
24th Ave S between S 208th St and S 216th St	SB	Traditional enforcement, signage, street lights, sidewalks, median/centerline hardening, radar feedback signage, rapid rectangular flashing beacon (RRFB) mid-block crossing	High traffic volumes and low numbers of infractions issued w/traditional enforcement has only minor positive impacts to general driver behavior.	No other feasible measures due to high volumes and need to serve freight and transit.	No potential mitigation that hasn't already been implemented

Selected Locations

The final selection of locations was based on consideration of all data and criteria as summarized on Table 8. Sites proposed for implementation in 2026 are shown in the table.

Table 8: Final Selection for initial Program Expansion

Location	Direction	Selected for Initial Program?	Reasons Selected or Not Selected
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	Yes	Meet all legislative criteria and supports City safety goal – Recommended for general purpose camera location
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	Yes	Meet all legislative criteria and supports City safety goal – Recommended for school walk zone location
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	Yes	Meet all legislative criteria and supports City safety goal – Recommended for school walk zone location
24th Ave S between S 208th St and S 216th St	NB	Yes	Meet all legislative criteria and supports City safety goal – Recommended for general purpose camera location
24th Ave S between S 208th St and S 216th St	SB	Yes	Meet all legislative criteria and supports City safety goal – Recommended for general purpose camera location

Draft Ordinance 26-049

Speed Camera Ordinance



Background

Cities authorized under RCW 46.63.220 to use automatic traffic safety cameras to enforce speeding laws

- School zones
- Hospital speed zones
- Park zones
- Roadway work zones
- School walk zones

And up to one additional camera per 10,000 population

Cameras have been successful in Des Moines in reducing speed violations in school zones and the Redondo park zone

Location study

Seven locations initially identified based on crash history, speeding complaints, previously conducted speed studies, and recommendations from the Local Road Safety Plan

Follow-up speed studies to determine locations with high rates of speeding

Four locations determined to have large numbers of violations - demonstrates need for traffic cameras at location

Equity analysis - impact of the camera placement on livability, accessibility, economics, education, and environmental health

Speed study results

Location	Direction	Total Vehicle Volume	Vehicles at Posted Speed + 5	Potential Citations
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	NB	55166	11%	6068
Pacific Hwy S between S 226th St and Kent Des Moines Rd S	SB	39524	6%	2371
S 216th St between 14th Ave S and 20th Ave S	EB	13308	12%	1597
S 216th St between 14th Ave S and 20th Ave S	WB	13902	15%	2085
16th Ave S between S 262nd Pl and S 268th St	NB	24685	6%	1481
16th Ave S between S 262nd Pl and S 268th St	SB	22323	5%	1116
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	NB	15787	26%	4105
Kent Des Moines Rd S between 20th Ave S and 24th Ave S	SB	16942	27%	4574
24th Ave S between S 208th St and S 216th St	NB	15214	42%	6390
24th Ave S between S 208th St and S 216th St	SB	16754	28%	4691
S 240th St between 20th Ave S and 26th Pl S	EB	13075	24%	3138
S 240th St between 20th Ave S and 26th Pl S	WB	10607	24%	2546
Marine View Dr S between S 232nd St and S 240th St	NB	13754	4%	550
Marine View Dr S between S 232nd St and S 240th St	SB	17555	6%	1053

*Study conducted May 5-8, 2025

Equity factors

The four locations are identified as being in or near “disadvantaged communities”

Residents more likely to rely on mass transit or active transportation

Dangerous roadways a barrier to schools, shopping, and employment

Traffic is largely drivers from other areas passing through

Reducing speeds should increase livability, accessibility, and environmental health

Draft Ordinance 26-049

- Designate three locations as experiencing higher crash risks due to excessive vehicle speed, making them eligible for population-based cameras
- Authorize cameras at higher risk locations and school walk zones
- Authorize the school zone cameras at Woodmont Elementary School to be used during non-school hours for school walk zone enforcement
- Clean up old language

Next steps

Negotiate contract amendment with Verra Mobility

- Seek Council approval

Notice to proceed

Install cameras

Court configures systems to process infractions

Warning and testing period

Go live

Suggested Motion

“I move to pass Draft Ordinance 26-049 to a second reading on the next regular Council meeting agenda.”

