



**Des Moines**  
WATERLAND CITY

**AGENDA**  
**DES MOINES CITY COUNCIL**  
**REGULAR MEETING**  
City Council Chambers  
21630 11th Avenue S, Suite C  
Des Moines, Washington  
Thursday, December 4, 2025 - 5:00 PM

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

**CALL TO ORDER**

**COMMITTEE OF THE WHOLE ITEMS**

- Item 1. WESLEY MASTER PLAN INTRODUCTION  
Staff Presentation by Senior Planner Jason Woycke  
[Wesley Master Plan Introduction](#)
- Item 2. CITY CURRENTS DISCUSSION  
Staff Presentation by Director of Administrative Services Bonnie Wilkins  
[City Currents Discussion](#)

**CITY COUNCIL REGULAR MEETING**  
**6:00 p.m. - 10:00 p.m.**

**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. 2025 3RD QUARTER FINANCIAL REPORT  
Staff Presentation by Finance Director Jeff Friend  
[2025 3rd Quarter Financial Report](#)

**CONSENT AGENDA**

- Item 1. APPROVAL OF VOUCHERS  
**Motion:** To approve the payment vouchers through November 20, 2025 and payroll transfers through November 20, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#12701-12811	\$2,266,010.04
Wires	#3147-3165	\$478,601.24
Accounts Payable Checks	#167134-167201	\$1,914,403.33
Payroll Checks	#20031-20033	\$4,533.94
Payroll Advice	#15463-15628	\$499,195.09
Payroll Check	#20034-20034	\$4,458.73
Payroll Checks	#15629-15784	\$477,516.56

Total Checks and Wires for A/P & Payroll: \$5,644,718.93

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES  
**Motion:** To approve the minutes from the October 23, 2025 City Council Regular Meeting.

[Approval of Minutes](#)

- Item 3. LAND USE APPLICATION ABANDONMENT - 2nd Reading  
**Motion:** To adopt draft Ordinance 25-090 adopting the Land Use Application Abandonment Ordinance.

[Land Use Application Abandonment](#)

- Item 4. CO-LIVING HOUSING ORDINANCE - 2nd READING  
**Motion:** To adopt draft Ordinance 25-090 adopting the Co-living Housing Ordinance.

[Co-Living Housing Ordinance](#)

- Item 5. ADOPTION OF 2026 CITY COUNCIL STATE LEGISLATIVE PRIORITIES  
**Motion:** To adopt the 2026 City of Des Moines State Legislative Priorities.

[Adoption of 2026 City Council State Legislative Priorities](#)

- Item 6. COLLECTIVE BARGAINING AGREEMENT - POLICE GUILD

Motion: To approve the attached Collective Bargaining Agreement between the City of Des Moines and the Police Guild and to authorize the City Manager to sign the Agreement substantially in the form as attached.

[Collective Bargaining Agreement - Police Guild](#)

- Item 7. BOUNDARY LINE ADJUSTMENT WITH NORMANDY PARK  
Motion: To enact Draft Resolution 25-075 approving an adjustment of the City's common boundary with the City of Normandy Park and authorize the City Manager to sign the Interlocal Agreement substantially in the form as attached.

[Boundary Line Adjustment with Normandy Park](#)

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

- Item 1. PLANNING COMMISSION ORDINANCE - 1st READING  
Staff Presentation by Community Development Director Rebecca Deming  
[Planning Commission Ordinance](#)
- Item 2. AMENDED TRANSPORTATION IMPROVEMENT PLAN (2026-2045)  
Staff Presentation by City Engineer Tommy Owen  
[Amended Transportation Improvement Plan \(2026-2045\)](#)

### **UNFINISHED BUSINESS**

- Item 1. CITY COUNCIL COMPENSATION FRAMEWORK AND SURVEY DISCUSSION  
Staff Presentation by Assistant City Manager Adrienne Johnson-Newton  
[City Council Compensation Framework and Survey Discussion](#)

### **NEW BUSINESS**

- Item 1. ANIMAL CONTROL DISCUSSION REGARDING POTENTIAL CONTRACT WITH BURIEN CARES  
Staff Presentation by Police Chief Ted Boe  
[Animal Control Discussion regarding potential contract with Burien CARES](#)
- Item 2. CREATING A PUBLIC SAFETY SALES TAX FUND – 1st READING  
Staff Presentation by Finance Director Jeff Friend  
[Creating a Public Safety Sales Tax Fund – 1st Reading](#)
- Item 3. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

### **COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

**PRESIDING OFFICER'S REPORT**

**EXECUTIVE SESSION**

PENDING LITIGATION RCW 42.30.110(1)(i) - 10 Minutes

**NEXT MEETING DATE**

December 11,2025 City Council Regular Meeting

**ADJOURNMENT**

[Projected Future Agenda Items](#)

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



**Des Moines**  
WATERLAND CITY

# Mission & Vision

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

## VISION

To be the premier waterfront destination in the Pacific Northwest.

## VALUES

Core Values of the City of Des Moines are:

- Safety
- Sustainability
- Integrity
- Transparency
- Innovation

**COMMITTEE OF THE WHOLE**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Wesley Master Plan Introduction

FOR AGENDA OF: December 4, 2025

ATTACHMENTS:

- 1. None

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 20, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose**

The Community Development Department will provide a presentation to introduce the Wesley master plan amendment that will be the subject of the public hearing at the Des Moines City Council meeting on December 11, 2025.

**Background**

The senior living community of Wesley Homes is proposing a master plan amendment to allow for a new 106-unit independent living housing building named Creekside, a smaller maintenance building, and other site improvements such as recreation areas, landscaping, parking, and carports. The changes will encompass King County parcel 082204-9133, where the former Wesley Health Care Center is currently sitting vacant, and a portion of parcel 082204-9087, where the existing Terrace building is located. The new Creekside building will be no more than 65 feet in height and both buildings will have a combined footprint of approximately 53,000 square feet.

As is the case with this master plan, major amendments to an approved master development plan shall be processed as a new master plan. A master plan decision is a Type IV land use decision and as such, the Des Moines City Council will conduct a public hearing and make a decision on the matter. The public hearing is scheduled for December 11, 2025.

**Discussion**

This item is intended for presentation and informational purposes only. Staff is seeking to answer any questions Council may have ahead of the upcoming public hearing.

**COMMITTEE OF THE WHOLE**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: In-House Production of City Currents

FOR AGENDA OF: December 4, 2025

ATTACHMENTS:

- 1. City Currents Sample

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: November 20, 2025

CLEARANCES:

- Admin. Services *Edm*
- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Finance \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal \_\_\_\_\_
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

To provide the City Council with an update on the transition of *City Currents* to an in-house production model, including changes to format, partnerships, and anticipated cost savings.

**Background**

At the September 25, 2025, Council Meeting, Council directed staff to evaluate options for producing the City’s quarterly *City Currents* magazine in-house. The City currently publishes a 32-page magazine, four times a year, using a third-party production vendor. Rising production expenses and a desire for greater flexibility and local control prompted the review of alternative models.

**Discussion**

The first edition of the *City Currents* produced under the new format will be Spring 2026. The publication will shift from a 32-page outsourced magazine to a 12-page, staff-produced magazine, while maintaining the quarterly release schedule.

As part of this transition:

- City staff will write, assemble, and manage content internally.
- To reduce cost, the Des Moines Pool Metropolitan Park District will have the opportunity to advertise on three pages per issue at 25% of the total production cost, creating a mutually beneficial partnership.
- Focus will be primarily on the following:
  - Community Enrichment Services upcoming classes, programs and special events.
  - Updates on key City programs.
  - Community Engagement Section: Surveys, focus groups and volunteer opportunities.
- If space is available we will reach out to our local non profit groups for advertising.

This new model is expected to maintain reliable community communication while generating approximately \$40,000–\$45,000 in annual savings through reduced page count and elimination of outsourced production services.

# DES MOINES

Fall 2025

CITY CURRENTS

**Support Those Who  
Serve Our Community**

SEE PAGE 8

**Summer Time  
Can Be a  
Challenge**

SEE PAGE 14

**Ordinance  
Update:  
Middle Housing  
and Accessory  
Dwelling Units**

SEE PAGE 14

PRSR1 STD  
US Postage Paid  
Seattle, WA  
Permit No. 1123  
ECRWSS  
Postal Customer

# Council Highlights

## CITY COUNCIL HIGHLIGHTS FROM APRIL 2025 - JULY 2025 ORDINANCE – 1818-1826, RESOLUTION – 1482-1488

### Ordinances:

- No. 1818: Alarm Systems and False Alarms
- No. 1819: Lakehaven Utility District Franchise Update and Extension
- No. 1820: Accessory Dwelling Unit Regulations
- No. 1821: Middle Housing Regulations
- No. 1822: Commute Trip Reduction Plan
- No. 1823: Municipal Finance repealing DMMC Chapter 3.12
- No. 1824: Municipal Finance Updating and Amending DMMC 3.20.020
- No. 1825: Telecommunications Franchise Agreement with HyperFiber
- No. 1826: Anti-Cruising
- South King Housing and Homelessness Partners 2026 Budget and Work Plan
- Amended Interagency Agreement between the Washington State Department of Transportation and the City of Des Moines – Agreement GCB 3807
- Construction Support Services with Moffatt & Nichol
- Woodmont Beach Apartment LLC Development Agreement
- Annual Generator Maintenance Agreement
- State Parks Grant Agreement for Funding of Annual Operation and Maintenance of the New Pump-out Equipment
- Therapeutic Court Grant Update
- 10th and 270th Construction Contract Award

### Resolutions:

- No. 1482: 2026 South King Housing and Homelessness Partners Work Plan and Operating Budget
- No. 1483: Development Agreement with Woodmont Beach Apartments LLC
- No. 1484: Ad-Hoc Airport Committee
- No. 1485: Public Works Contracting Policies
- No. 1486: 2026-2045 Transportation Improvement Plan
- No. 1487: Investment Policy
- No. 1488: City Council Protocol Manual Update
- City Strategic Plan & Facilitation Services Professional Services Agreement with Raftelis
- 2025 Department of Ecology Local Solid Waste Financial Assistant Agreement

### Council Authorizations:

- Sixgill Shark Capital of the World
- City Logo
- Airport Advisory Committee Establishment and Appointments
- Citizens Advisory Board Appointments
- City Council Protocol Manual Update and Adoption

### Contracts, Agreements & Task Assignments:

- Interlocal Agreement with Highline Water District for Barnes Creek Trail/240th Street Improvement Project
- Public Defense Services Contract Extension
- Water Resource Inventory Area 9 – Interlocal Agreement Renewal

## DES MOINES CITY COUNCIL



Traci Buxton  
Mayor



Harry Steinmetz  
Deputy Mayor



Gene Achziger  
Councilmember



Yoshiko Grace Matsui  
Councilmember



JC Harris  
Councilmember



Matt Mahoney  
Councilmember



Jeremy Nutting  
Councilmember

**1st Thursday**  
Council of the Whole  
starting at 5:00pm;  
Council Study Session  
at 6:00pm

**2nd and 4th Thursdays**  
Council Meeting starts  
at 6:00pm

### Proclamations:

- Black Wellness Week Proclamation
- South Sound Boating Season Opening Day Proclamation
- Sexual Assault Awareness Month Proclamation
- Laborers LiUNA Local 242 Day Proclamation
- National Police Week Proclamation
- National Public Works Week Proclamation
- LGBTQIA+ Pride Month Proclamation
- Des Moines Farmers Market 20 Year Proclamation

# COMMUNITY ENRICHMENT SERVICES

## Des Moines Activity Center (DMAC)

2045 S 216th Street  
Des Moines, WA 98198

MAIN: (206) 878-1642 or 206-870-9370

### DMAC Office Hours:

Monday–Friday: 8:30am-4:30pm

During periods of inclement weather, we reserve the right to cancel trips and activities. Additional senior information found on City of Des Moines webpage at [www.desmoineswa.gov/senior](http://www.desmoineswa.gov/senior)

### DMAC Closures

Monday, September 1, 2025- Labor Day

- Tuesday, November 11, 2025  
Veterans Day
- Thursday, November 27, 2025 –  
Thanksgiving Day
- Friday, November 28, 2025–  
Day after Thanksgiving

### Preschool Art with Amy

- 4 classes, Wednesdays, 10:00-11:00am
- Session 1: Oct 1st, 8th, 15th, and 22nd
- Session 2: Oct 29th, Nov 5th, 12th, and 19th
- Ages: 1-5y
- Prices: \$48R / \$52NR
- Location: Field House Classroom

### School Age Art with Amy

- **Evening Classes:** Tuesdays, 5:30-6:30pm
- Session 1: Sept 30th, Oct. 7th, 14th, and 21st
- Session 2: Oct 28th, Nov 4th, Wednesday Nov 12, and 18th,
- Ages: Kinder-5th Grade
- Prices: \$54R / \$58NR
- Location: Field House Classroom
- **Daytime Classes:** Wednesdays, 12:00-1:00pm
- Session 1: Oct 1st, 8th, 15th, and 22nd
- Session 2: Oct 29th, Nov 5th, 12th, 19th
- Ages: Kinder-5th Grade
- Prices: \$54R / \$58NR
- Location: Field House Classroom

## YOUTH ACTIVITIES

### Club KHAOS: Kids Having An Outrageous School Year!

- Monday-Friday throughout the school year
- Monday-Thursday 3:45-6pm; Fridays 2:15-6pm
- No Program Days\*:
- October 10th (Collaborative Teacher Work Day)
- November 3rd (No School Day)
- November 11th (Veteran's Day)
- November 24th-26th (Conferences)
- November 27th-28th (Thanksgiving Break)
- December 22nd-Jan 2nd (Winter Break)
- Prices: (Resident/Non-Resident)
- One Time Registration Fee: \$30/\$35
- Daily Rate: \$24/\$29
- Late Registration Fee: \$25 OR \$1/minute until pick up\*\*
- Location: Field House

### Club KHAOS: Break Camp

- October 10th – Register September 10th
- November 3rd – Register October 3rd
- November 24th-26th – Register October 24th
- Winter Break – Register November 22nd
- Time: 8am-6pm
- Ages: Grades K-5
- Prices: Daily Rate \$50R/\$55NR
- Location: Field House Studio

### Indoor Tot Time – Returns September 16th!

- Tuesdays & Thursdays,  
10am-12pm
- Ages: Crawlers – 5y
- Prices: \$3.00 drop in, \$25.00 for  
10-visit punch pass
- No Program Days:
- November 11th
- December 23rd, 25th, and 30th
- Location: Field House Gym

### Melanie's Dance Unlimited

For pricing, program information, and online registration, visit [www.melaniesdancers.com](http://www.melaniesdancers.com)

### December Gift Making Workshop

- Evening classes: 5:30-6:30pm
- Session 1: Dec 2nd and 9th
- Daytime Classes: Wednesday, 11:00am-12:00pm
- Session 2: Dec 3rd and 10th
- Ages: Preschool-Elementary (3-12y)
- Prices: \$27R / \$29NR
- Location: Field House Classroom

## YOUTH SPORTS

### Hoopster Tots

- Ages 2.5-4, Wednesdays, 9/17-10/8 (four classes), 3:30-4:05pm, \$74
- Ages 2.5-4, Wednesdays, 11/12-12/10 (four classes, no 11/28), 4:15-4:50pm, \$74

### Basketball

- Ages 5-8, Wednesdays, 9/17-10/8 (4 classes), 4:15-5pm, \$74
- Ages 9-12, Wednesdays, 9/17-10/8 (4 classes), 4:15-5pm, \$74
- Ages 5-10, Wednesdays, 11/12-12/10 (4 classes, no 11/26), 4:15-5pm, \$74

### Tennis

- Ages 4-7, Fridays, 9/19-10/10 (4 classes), 4:45-5:30pm, \$74
- Ages 8-13, Fridays, 9/19-10/10 (4 classes), 5:40-6:45pm, \$74

### Pickleball

- Ages 4-7, Saturdays, 9/20-10/11 (4 classes), 1-1:45pm, \$74
- Ages 8-13, Saturdays, 9/20-10/11 (4 classes), 2-2:45pm, \$74

### Multi-Sport Tots (Basketball & Soccer)

- Ages 1.5-2.5, Mondays, 9/22-10/27 (6 classes), 10:30-11:05am, \$89
- Ages 2.5-3.5, Mondays, 9/22-10/27 (6 classes), 11:15-11:50am, \$89
- Ages 3.5-5, Mondays, 9/22-10/27 (6 classes), 12-12:35pm, \$89
- Ages 1.5-2.5, Mondays, 11/10-12/15 (6 classes), 10:30-11:05am, \$89
- Ages 2.5-3.5, Mondays, 11/10-12/15 (6 classes), 11:15-11:50am, \$89
- Ages 3.5-5, Mondays, 11/10-12/15 (6 classes), 12-12:35pm, \$89

### Flag Football (At Steven J. Underwood Memorial Park)

- Ages 4-7, Tuesdays, 10/7-10/28 (4 classes), 4:15-5pm, \$74
- Ages 8-13, Tuesdays, 10/7-10/28 (4 classes), 5:15-6pm, \$74

### Cheerleading

- Ages 4-12, Fridays, 11/14-12/12 (4 classes, no 11/28), 4:15-5pm, \$74

### VolleyKats/Volleyball

- Ages 2.5-4, Thursdays, 11/12-12/11 (4 classes, no 11/27), 4:15-4:50pm, \$74
- Ages 5-8, Thursdays, 11/12-12/11 (4 classes, no 11/27), 5-5:45pm, \$74
- Ages 9-12, Thursdays, 11/12-12/11 (4 classes, no 11/27), 6-6:45pm, \$74

### Adult Open Gym – Basketball

- Mondays, 6:30-8pm
- Ages: 18y+
- Prices: \$3.00 drop in, \$25.00 for 10-visit punch pass
- Location: Field House Gym

### Youth Open Gym – Basketball

- Mondays, 4:30-6pm
- Ages: 5-17 w/ Adult Guardian
- Prices: \$3.00 drop in, \$25.00 for 10-visit punch pass
- No Program Days:
- September 1 (Labor Day)
- Location: Field House Gym

### Youth Basketball League

- Divisions: Coed Kindergarten, Coed 1st-2nd Grade, Boys 3rd-4th, Boys 5th-6th, Girls 3rd-4th, Girls 5th-6th
- Registration Open: September 2nd – November 3rd
- \$10 Early Bird Discount: September 2nd – 30th
- First Week of Practice: December 8th\*
- First Games: January 10th, 2025\*
- Last Games: March 7th, 2025\*
- Prices: \$120R / \$135NR
- Location: Field House OR Local Elementary/ Middle School Gyms

## SPECIAL EVENTS

### Halloween Costume Swap

### Breakfast with Santa

### Boo Bash Family Dance Party

### TEEN VOLUNTEER OPPORTUNITY

### Creation Station Art

### Workshops

Canvas Creations: Fall Gnome

Canvas Creations: Halloween Treats

Canvas Creations: Otter Bliss

Canvas Creations: Squeegee Painting

## ADULT AND TEEN ENRICHMENT

### Good Manners – Basic Dog Obedience

- Wednesday Evenings, 6-7pm
- Prices: \$120R/\$129NR
- Location: Field House Gym
- **Six-Week Class Sessions**
- Fall A: Sept 24, Oct 1, 8, 15, 22, 29
- Fall B: Nov 5, 12, 19, (break for Holiday), Dec 3, 10, 17

### Basket Weaving

- Saturday, October 11th
- 11:00am-4:00pm
- Ages: 16y+
- Prices: \$70R/\$75NR
- Location: Activity Center, 2045 S 216th St., Des Moines, WA 98198
- Saturday, November 8th
- 11:00am-4:00pm
- Ages: 16y+
- Prices: \$60R/\$65NR
- Location: Activity Center, 2045 S 216th St., Des Moines, WA 98198

### Boho Macrame Wall Hanging

- Date: Tuesday, September 9
- 11:30am-12:30pm
- \$15

### Canvas Creations: Floating Leaf Painting

- When: Friday, September 26
- Time: 10:00am-12:00pm
- \$20

### Canvas Creations: Moonlit Cats

- When: Wednesday, October 15
- Time: 12:30pm-2:30pm
- \$20

### Succulent Pumpkin Centerpiece

- Date: Tuesday, November 4
- Time: 11:30am-12:30pm
- \$25

### Canvas Creations: Coffee at Sunset

- When: Thursday, November 20
- Time: 2:30pm-4:30pm

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## SENIOR DAY TRIPS

### Ballard Troll and Nordic Museum with lunch at Ray's Boathouse Café

- Date: Thursday, September 4
- Time: 9:30am
- Cost: \$20.00

### Seattle Storm – WNBA Basketball Game

- Date: Tuesday, September 9
- Time: 5:30pm
- Cost: \$65.00

### Thorp Fruit & Antique Mall and Lunch at Sunset Café in Cle Elum

- Date: Thursday, September 11
- Time: 9:00am
- Cost: \$25.00

### Washington State Fair

- Date: Thursday, September 18
- Time: 10:00am
- Cost: \$35.00

### Seattle Japanese Garden and Lunch at Pagliacci's Pizza

- Date: Wednesday, September 24
- Time: 9:30am
- Cost: \$25.00

### Silent Movie: Charlie Chaplin in *The Gold Rush* and Lunch at Uptown Grill

- Date: Sunday, September 28
- Time: 11:00am
- Cost: \$35.00

### Swans Trail Farms – Harvest Festival

- Date: Tuesday, September 30
- Time: 10:00am
- Cost: \$30.00

### Smith Tower with Lunch at O'Donnells

- Date: Wednesday, October 8
- Time: 10:00am (lunch at 11am)
- Cost: \$30.00

### Seattle Symphony: Warner Brothers presents Bugs Bunny at the Symphony

- Date: Friday, October 10
- Time: 6:30pm
- Cost: \$65.00

### Bainbridge Island: Japanese American Exclusion Memorial, lunch at Treehouse Café, and Troll Hunt

- Date: Thursday, October 16
- Time: 9:00am
- Cost: \$30.00

## SENIOR DAY TRIPS

### Amazon Spheres

- Date: Saturday, October 18
- Time: Will be announced at a later date
- Cost: \$25.00

### Snoqualmie Casino

- Date: Tuesday, October 21
- Time: 9:30am
- Cost: \$20

### Museum of Glass & Lunch at Woven Seafood and Chophouse

- Date: Thursday, October 30
- Time: 9:30am
- Cost: \$40

### UW Volleyball Game vs. Michigan State

- Date: Friday, November 7
- Time: 6:00pm
- Cost: \$35.00

### Holiday Boutique Craft Show & Old Spaghetti Factory lunch

- Date: Thursday, November 13
- Time: 9am
- Cost: \$20.00

### Gilman Village Shopping Trip

- Date: Wednesday, November 19
- Time: 9:30am
- Cost: \$20

### Wing Luke Museum & Chinatown lunch

- Date: Wednesday, November 26
- Time: 10:00am
- Cost: \$30.00

## SENIOR PROGRAMS

### Meals

#### Hot Lunch at the Activity Center

#### Meals on Wheels

#### Monthly Dessert Social

## EVENTS

### AARP Smart Driver™ Course

### Grief Support Group – Move Beyond Loss

### Live Music & Dancing with Randy Litch

### Medicare Market Update Seminar

## OUT TO LUNCH

### McMenamins Elks Temple \$\$

- Tuesday, September 16

### Brunos European Restaurant \$\$

- Friday, September 26

### Mt. Si Tavern \$\$

- Thursday, October 2

### Mt. Rainier Railroad Dining Co. \$\$

- Wednesday, October 22

### The British Pantry \$\$

- Wednesday, October 29

### Jack's BBQ \$\$

- Thursday, November 6

### Wilde Irish Pub \$\$

- Wednesday, November 12

### Mizu Japanese Steakhouse \$\$\$

- Friday, November 21

## Socializing and Games

### Drop-in Socializing & Game Play

### Hand and Foot Card Game

- Mondays from 11:00am-2:00pm

### Adult Coloring & Painting Club

- Tuesdays from 10:00-12:00pm

### American Mahjong- Experienced

- Wednesdays from 12:00-2:00pm

### NEW! Rummikub

- Wednesdays from 2:30-4:30pm

### NEW! Chess and Cribbage

- Thursdays from 10:00am-12:00pm

### NEW! Mexican Train Dominoes “Dominó Cubano”

- Fridays from 10:00am-1:00pm

## Fitness & Movement

### EnhanceFitness

- Mondays 9:00-10:00am, no class on 9/1

### Tai Chi

- Tuesdays & Thursdays 1:00-2:00pm
- September 2-25, 8 classes, \$60/session
- September 30-October 16, 6 classes, \$45/session
- October 28-November 20 (no class on Veteran's Day 11/11), 7 classes, \$52.50/session

## Health & Social Services

### Foot Care

- 20-Every 2nd and 4th Friday of the month
- 21-Time: 9:00-1:00pm by appointment

### Caregiver & Grief Support Group

- Every 2nd and 4th Tuesday of the month
- Time: 11:00-12:00PM
- No group on 11/11

### Statewide Health Insurance Benefits Advisors (SHIBA) Services

- Every 3rd Monday of the month
- Time: 9:00-12:00pm by appointment
- Cost: Free

### Senior Community Health Screening (POCAAN)

- Every 2nd Monday of the month
- Time: 10:00-1:30pm
- Cost: Free

### Des Moines Elder Law

- Every 3rd Thursday of the month
- Time: 10:00-12:00pm by appointment
- Cost: Free

## Medical Lending Closet

## Volunteer Opportunities

## DES MOINES DIRECTORY

**City Hall**  
21630 11th Avenue S  
(208) 878-4595  
**City Hall Open**  
Monday-Friday  
8:00am-4:00pm  
[www.desmoineswa.gov](http://www.desmoineswa.gov)



### City Council

Traci Buxton, Mayor	TBuxton@desmoineswa.gov
Harry Steinmetz, Deputy Mayor	HSteinmetz@desmoineswa.gov
Gene Achziger	GAchziger@desmoineswa.gov
Yoshiko Grace Matsui	YGraceMatsui@desmoineswa.gov
JC Harris	JCHarris@desmoineswa.gov
Matt Mahoney	MMahoney@desmoineswa.gov
Jeremy Nutting	JNutting@desmoineswa.gov

### City Offices

City Attorney	(208) 870-8518
City Clerk	(208) 870-8552
City Manager	(208) 870-8518
Community Development	(208) 870-7578
Engineering	(208) 870-8525
Facilities Rentals	(208) 870-8370
Finance Director	(208) 870-8510
Marina	(208) 824-5700
Municipal Court	(208) 878-4587
Police Department	(208) 878-3301
Public Works/Park Maintenance	(208) 870-8558
Recreation	(208) 870-8527
Senior Services	(208) 878-1842

### Other Numbers

Emergency	811
Animal Control	(208) 812-2737
Field House	(208) 870-8527
Fire (non-emergency)	(253) 838-8234
Library, Des Moines	(208) 824-8088
Library, Woodmont	(253) 838-0121
Police Dispatch (non-emergency)	(208) 878-2121

### Utilities and Services

Century Link	(800) 573-1311
Recology King County	(208) 782-4800
Comcast	(877) 778-7008
Highline Water District	(208) 824-0375
Lakehaven Water/B sewer	(253) 841-1518
Midway Sewer District	(208) 824-4880
Puget Sound Energy	(800) 321-4123
SW Suburban Sewer	(208) 244-9575
Water District #54	(208) 878-7210

### CALL BEFORE YOU DIG:

Utility Locates	(800) 424-5555
-----------------	----------------

DES MOINES ACTIVITY CENTER 2045 SOUTH 216<sup>TH</sup> STREET

# BOO BASH

## Family Dance Party

**SATURDAY OCTOBER 18**  
**5:30 - 8:00 PM**

**COSTUMES ENCOURAGED!**  
GAMES & PRIZES  
SPOOKY SNACKS  
PHOTO BOOTHS  
MAKE & TAKE ART

**\$10 PER PERSON -OR- \$35 PER HOUSEHOLD**

**SPACE IS LIMITED TO 100 PEOPLE**  
**REGISTRATION REQUIRED**

# HALLOWEEN COSTUME SWAP

Drop off clean, gently used costumes and pieces by  
**WEDNESDAY, OCTOBER 1ST**

Attend the swap to choose a new-to-you costume on  
**FRIDAY, OCTOBER 3RD**  
**DROP-IN 4-6PM**

Des Moines Field House, 1000 S 220th Street

## NATIONAL COFFEE WITH A COP DAY!

**Wednesday, October 1, 2025 - 11AM**  
**Highline College - BUILDING 8**

The mission of Coffee with a Cop is to break down barriers between police and community members by removing agenda's and allowing the opportunity for meaningful conversation.

Added bonus for stopping in to chat with us, we will be handing out **FREE** Steering Wheel Locks while supplies last. (One per person and proof of vehicle ownership is required)

### 2025 FALL FESTIVAL & COMMUNITY RESOURCE FAIR

- Games
- Family Fun
- Touch a Truck
- Food

**DISCOVER RESOURCES AVAILABLE IN YOUR COMMUNITY!**

**27** **WHEN:**  
**SATURDAY, OCTOBER 18, 2025, 10:00AM-1:00PM**

**WHERE:**  
**REDONDO SQUARE, 27005 PACIFIC HIGHWAY SOUTH**

# Gerrity

# SHREDDING EVENT!



Wednesday,  
October 15, 2025  
10AM-2PM

Des Moines Activity Center  
2014 S 216<sup>th</sup> Street  
Des Moines WA 50319  
206-878-1642

### ACCEPTED ITEMS

- Paper: Receipts & Bills
- File Folders
- Envelopes
- Bank Statements
- Cancelled Checks
- Staples are OK



X

### NOT Accepted

- Cardboard
- Newspaper
- Boxes
- X-Rays
- Plastic

Open to all residents

## Fall 2025 Swim Lessons at Mount Rainier Pool



### REGISTRATION DATES AND PRIORITIES

Student Type	Date and Time
Current Students (participated in Summer 2025)	Tuesday, Sept 9 @ 4:30pm
Non-Current Des Moines & Normandy Park Residents	Friday, Sept 12 @ 5-6:30pm
Non-Current, All Others	Friday, Sept 12 @ 6:30-8pm

*Scholarship applications must be submitted by **Friday, Sept 5** for up to 90 percent off tuition (residents only)*

**TUITION** No prorating or fee discounts after session begins. A \$10 cancellation processing fee applies

Participant Type	Price Per 8-Class Session
Residents (all ages/levels)	\$68
Non-residents	\$82

### CLASS SCHEDULE DETAILS

Classes are 25-30 minutes long, depending on the level  
Exact class times will be posted Thursday, Sept. 4

Day	Time	Hours	Class dates
Mon/Wed	Evenings	4-6 pm	10/13-11/5 (8 classes)
Sat	Mornings	8:30-11:30 am	9/20-11/8 (8 classes)



Scan QR code to  
access our sign-up  
page or visit website

### HOW TO REGISTER

**Online:** Set up your CivicRec account at MtRainierPool.com  
**Phone:** 206.824.4277  
**In-Person:** Mount Rainier Pool  
22722 19th Ave S  
Des Moines, WA



Questions? Email [www.FrontDesk@MtRainierPool.com](mailto:www.FrontDesk@MtRainierPool.com) or call 206.824.4277 for swim level selection, account setup, or registration help

CELEBRATE 50 YEARS OF COMMUNITY AT MOUNT RAINIER POOL

# It's our birthday

Join us **SUNDAY, SEPT 21**  
as we honor our past and dive into the future

Re-dedication Ceremony at Noon  
Free Public Swim 1-3<sup>pm</sup>

- Dignitary speakers, ribbon-cutting plaque unveiling, and more
- Community photo & family-friendly atmosphere

FREE 50<sup>th</sup> Birthday Rubber Duck  
for all attendees  
*Limited quantity - arrive early*



Scan QR code to  
access our sign-up  
page or visit website



Brought to you by your  
Des Moines Pool Metropolitan Park District

22722 - 19<sup>th</sup> Ave S • Des Moines  
206.824.4722 • [www.MtRainierPool.com](http://www.MtRainierPool.com)



## 2025 3rd Quarter Financial Report

### Executive Summary

This report provides a snapshot of the City of Des Moines' financial performance for the third quarter ending September 30<sup>th</sup>, 2025.

#### General Fund Overview

Through the third quarter of 2025, the City received \$18,924,184 in revenue representing 71% of the total annual revenue budget of \$26,754,202. Revenue was slightly lower than expectations, coming in at \$258,440 (1.35%) less than budgeted expectations.

#### General Fund Highlights

- Business and Occupation (B&O) Tax: \$987,363 has been collected through the third quarter. This is 15.12% below budgeted expectations but \$25,209 higher than last year.
  - B&O Tax – Square Footage revenue collected the third quarter was approximately \$103,000 while budgeted expectations were to receive \$420,000. The City has worked with businesses throughout the year to increase compliance with the City's tax code. As of October 31, the City has collected \$314,000 of Square Footage Tax.
- Franchise Fees: Receipts fell short of expectations by \$139,211 (8.89%), but was \$304,474 (27%) higher than last year.
- Sales Tax: \$3,199,483 was collected through the third quarter. Sales tax collections was 5.15% higher than the same period last year.

#### Other Funds Highlights

- Development Fund: Continued to support fee-based development operations with an operating income of \$152,005.
- Enterprise Funds: The Marina and Surface Water Management (SWM) Funds maintained operations and capital initiatives. The Marina finished the quarter with an operating income of \$1,056,667. SWM finished the quarter with an operating income of \$983,470.

#### Cash & Investment Management

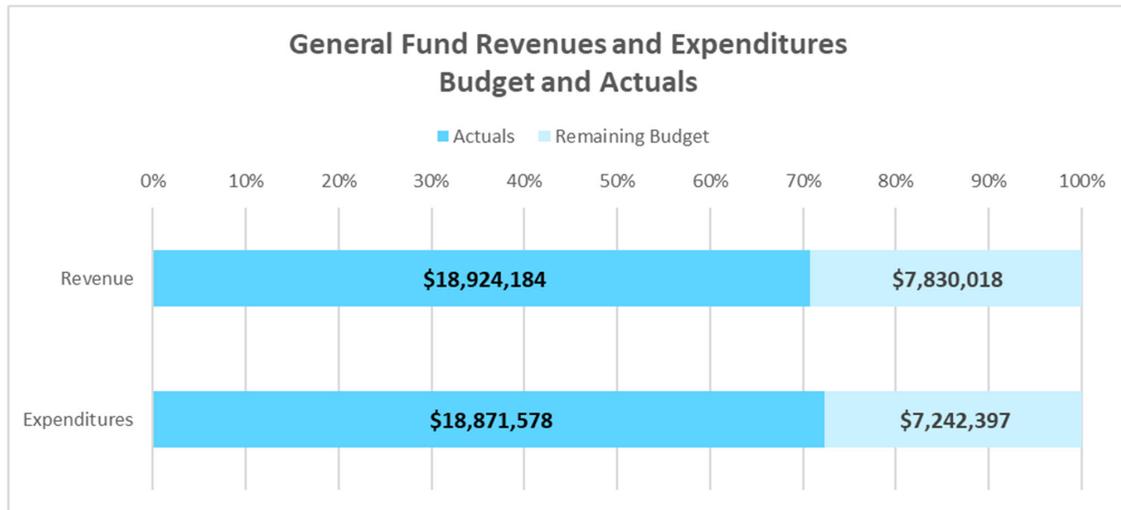
Interest earnings in the Local Government Investment Pool (LGIP) reached \$1,164,743.58, down from the prior year.

**GENERAL FUND**

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

Revenues for the general fund typically come from local taxes (such as property taxes, sales taxes, and 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.

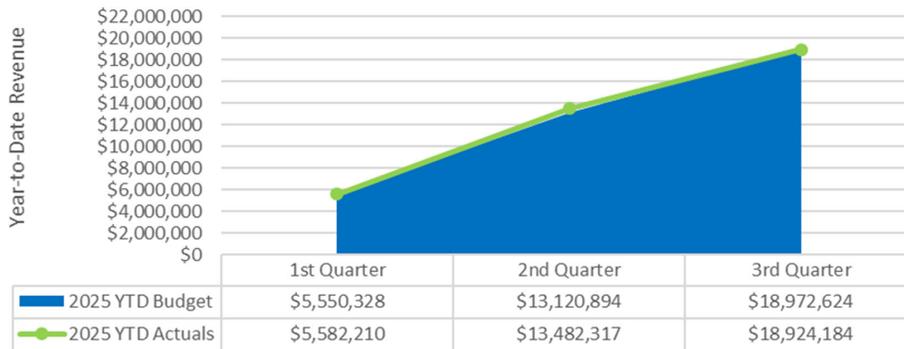
Through the third quarter of 2025, the General Fund received \$18,924,184 of revenue, which represents 71% of budgeted revenue for the year. The General Fund also incurred \$18,871,578 of expenditures representing 72% of the annual 2025 expenditure budget.



**Revenue**

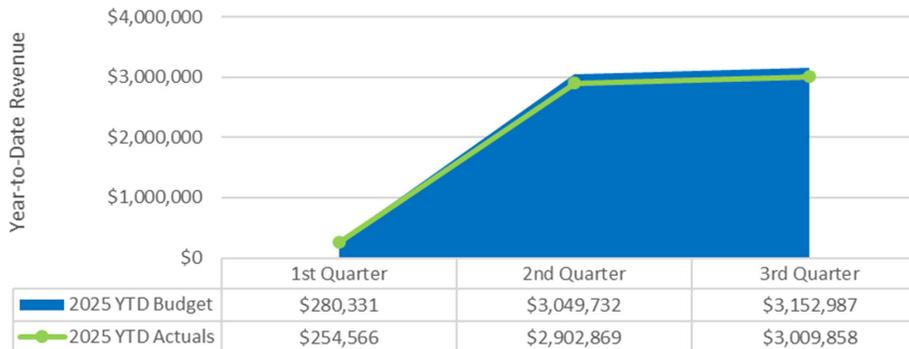
**Total General Fund Revenue** totaled \$18,924,184 at the end of the third quarter of 2025. This amount is \$48,440 (0.26%) less than the year-to-date budget and \$73,404 (0.4%) less than the prior year. The adopted budget for 2025 is \$26,754,202.

General Fund Revenue  
2025 Year-To-Date

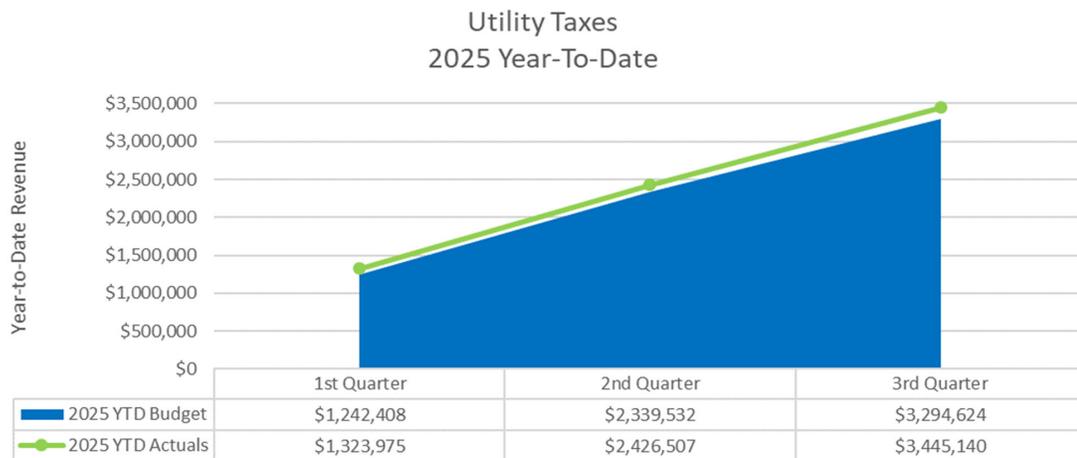


**Property Taxes** are primarily collected in the second and fourth quarters (April and October). Property tax collected through the third quarter was \$3,009,858, which was a \$143,129 (4.54%) lower than budgeted assumptions. The adopted budget for Property Tax revenue for 2025 is \$5,790,457.

Property Tax  
2025 Year-To-Date



**Utility Taxes** collected through the third quarter of 2025 were \$3,445,140, which is a \$150,515 (4.57%) greater than budgeted expectations. 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 is \$4,310,000.

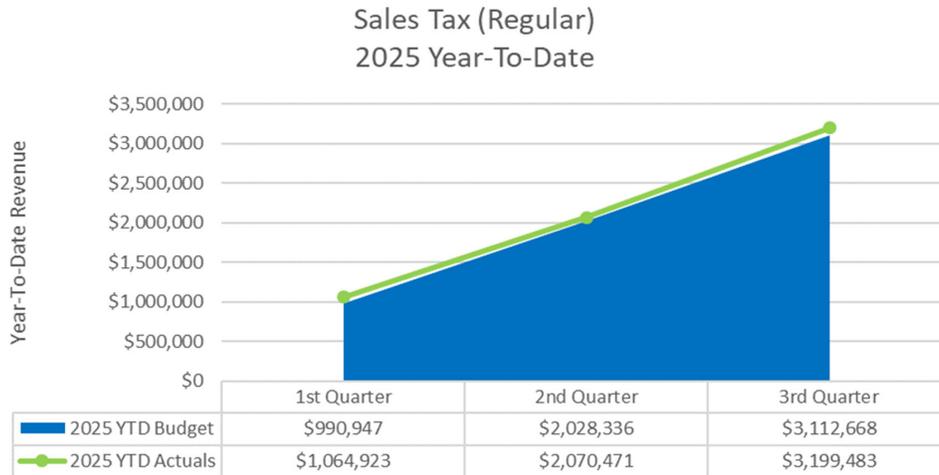


The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

Utility Tax Type	2024 Q3 Total	2025 Q3 Total	Change from 2024	
			Amount	Percent
Electricity	\$ 1,227,502	\$ 1,367,352	\$ 139,850	11.4%
Natural Gas	368,550	444,489	75,939	20.6%
Solid Waste	526,087	512,125	(13,962)	-2.7%
Cable TV	561,852	403,727	(158,125)	-28.1%
Telephone	158,677	176,339	17,662	11.1%
SWM*	471,947	541,107	69,160	14.7%
<b>YE Total</b>	<b>\$ 3,314,616</b>	<b>\$ 3,445,140</b>	<b>\$ 130,524</b>	<b>3.9%</b>

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

**Sales and Use Tax (Regular)** collection increased \$246,594 (8.0%) over the same period in the prior year. Through the third quarter, the City collected \$3,199,483 in sales tax, which was \$86,815 (2.79%) 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 Sales Tax revenue for 2025 is \$4,200,000.

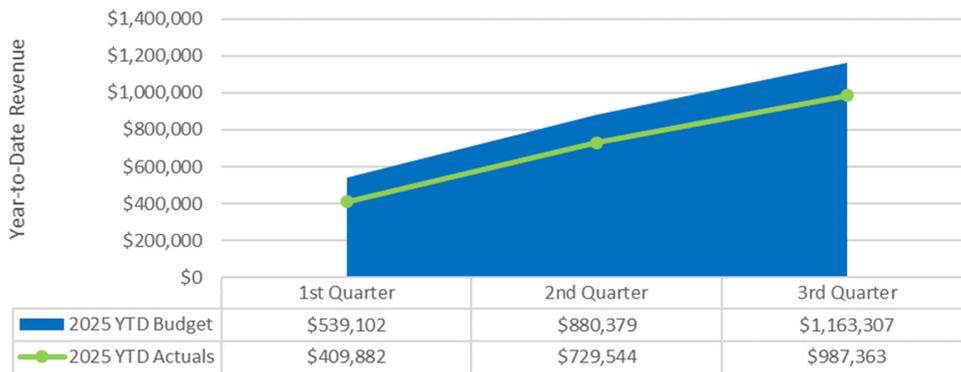


The City receives **One-Time Sales and Use Tax** from construction projects in the City whose permits are valued at \$15 million or more. Through the third quarter of 2025, the City received \$14,765 of One-Time Sales Tax revenue. As new projects are expected to begin in 2025, One-Time Sales Tax is expected to increase. The adopted budget for One-Time Sales Tax revenue for 2025 is \$200,000.

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

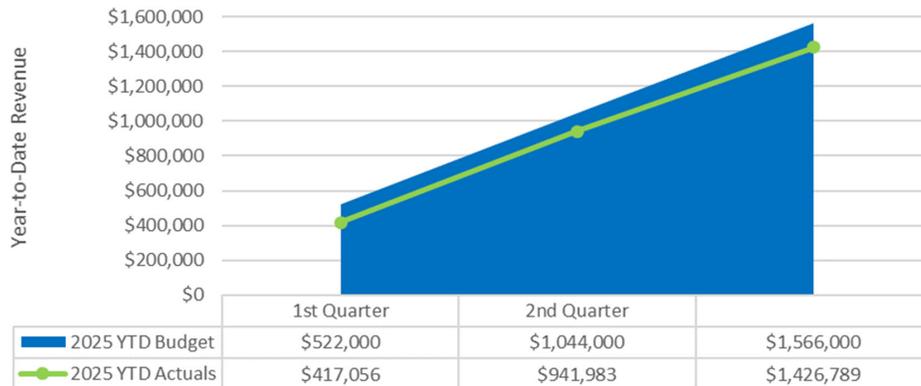
The City received \$987,363 in **Business and Occupation Tax** through the third quarter of 2025. This amount was a \$175,944 (15.12%) less than budget. Collections of B&O Tax through the third quarter were also \$25,209 (2.6%) more than the prior year. The adopted budget for B&O Tax revenue for 2025 is \$1,450,000.

**B&O Tax (Regular)**  
2025 Year-To-Date

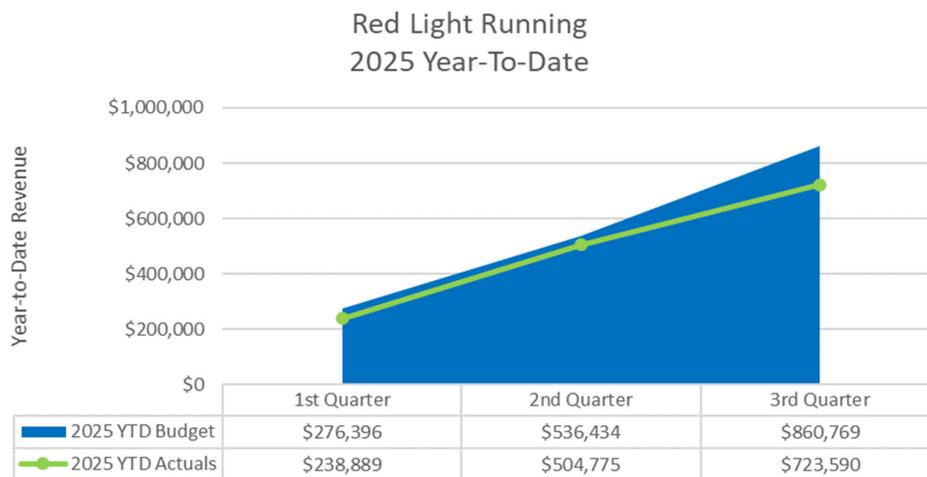


**Franchise Fees** help the City recoup the cost of allowing a utility to use its public space. Through the third quarter of 2025, the City collected \$1,426,789 in franchise fees, which was \$139,211 (8.89%) less than the year-to-date budget. The adopted budget for Franchise Fee revenue for 2025 is \$2,088,000.

**Franchise Fees**  
2025 Year-To-Date

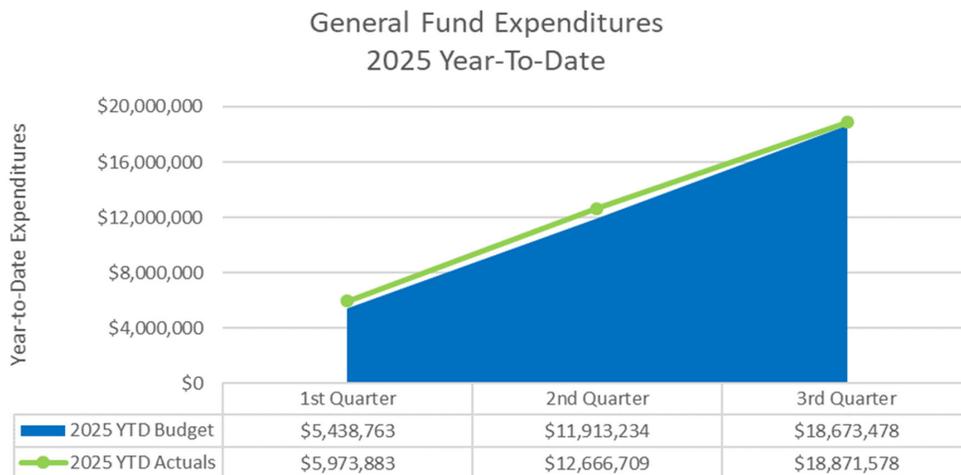


**Red Light Running Infractions** is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. Through the third quarter of 2025, the City collected \$723,590 in red light running fee revenue, which was \$104,598 (13%) less than the same period in the prior year. This amount follows the trend of safer driving resulting in reduced revenues. The 2025 adopted budget for Red Light Running revenue is \$1.1 million.



**Expenditures**

General Fund expenditures were \$18,871,578, which was \$380,950 (2.06%) more than budgeted expectations. The adopted budget for General Fund Expenditures for 2025 is \$26,113,975.



General Fund Summary of Uses Year to Date through September	2024	2025	2025		2025 vs 2024		2025 vs. Budget	
	YTD Actual	Annual Budget	YTD Budget	YTD Actual	\$	%	\$	%
	Personnel	12,798,103	16,791,999	11,894,053	12,133,884	(664,219)	-5.2%	239,831
Supplies	590,097	588,255	441,191	526,214	(63,883)	-10.8%	85,023	19.3%
Services	4,551,878	6,020,345	4,303,202	4,409,399	(142,479)	-3.1%	106,197	2.5%
Internal Services	1,119,188	2,713,376	2,035,032	1,789,025	669,837	59.9%	(246,007)	-12.1%
Capital	60,565	-	-	-	(60,565)	-100.0%	0	0.0%
Transfers Out	169,950	-	-	13,056	(156,894)	-92.3%	13,056	0.0%
<b>Total Expenditures</b>	<b>19,289,782</b>	<b>26,113,975</b>	<b>18,673,478</b>	<b>18,871,578</b>	<b>(418,204)</b>	<b>-2.2%</b>	<b>198,100</b>	<b>1.1%</b>

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. Through the third quarter, personnel costs were \$664,219 (5.2%) lower than at the same point in the prior year and \$239,831 (2.0%) greater than the year-to-date budget. The budget variance is primarily due to contractual payments made to employees who were separated from the City.

Supplies: A unbudgeted bodycam refresh expenditure of \$77,010 resulted in supplies expenditures exceeding budget in the third quarter. However, these costs were reimbursed by grant funds from the Washington Association of Sheriffs and Police Chiefs. (WASPC).

Internal Services: Internal services increased \$669,837 over the same period of the prior year due to increased budgeted expenditures paid to the Equipment Rental Replacement fund.

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.

**General Fund Details**

General Fund Summary of Sources and Uses	2025			2025 YTD Budget vs Actual		2025 Remaining Budget
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	
<b>Operating Revenues (Recurring)</b>						
Taxes	\$ 20,343,457	\$ 13,937,692	\$ 13,271,059	\$ (666,633)	-5%	\$ 7,072,398
Licenses and Permits	425,500	256,599	280,245	23,646	9%	145,255
Intergovernmental (Grants, etc.)	910,519	682,890	777,690	94,801	14%	132,829
Fees/Charges/Fines	1,897,100	1,458,594	1,288,595	(169,998)	-12%	608,505
Other	2,057,758	1,624,449	1,601,697	(22,752)	-1%	456,061
<b>Total Operating Revenues (Recurring)</b>	<b>\$ 25,634,334</b>	<b>\$ 17,960,223</b>	<b>\$ 17,219,286</b>	<b>\$ (740,937)</b>	<b>-4%</b>	<b>\$ 8,415,048</b>
<b>Nonrecurring Revenues</b>						
Sound Transit	154,868	116,151	132,600	16,449	14%	22,268
Body Cam Refresh	-	-	77,010	77,010	-	(77,010)
Sales Tax (One-Time)	200,000	150,000	14,765	(135,235)	-90%	185,235
B&O Tax (One-Time)	75,000	56,250	6,364	(49,886)	-89%	68,636
Sale of Tract C to Port of Seattle	690,000	690,000	689,120	(880)	0%	880
Street Vacation Revenue from Sound Transit	-	-	775,200	775,200	-	(775,200)
Insurance Recoveries	-	-	9,839	9,839	-	(9,839)
<b>Total Nonrecurring Revenues</b>	<b>\$ 1,119,868</b>	<b>\$ 1,012,401</b>	<b>\$ 1,704,898</b>	<b>\$ 692,497</b>	<b>68%</b>	<b>\$ (585,030)</b>
<b>Total Revenue</b>	<b>\$ 26,754,202</b>	<b>\$ 18,972,624</b>	<b>\$ 18,924,184</b>	<b>\$ (48,439)</b>	<b>0%</b>	<b>\$ (1,115,319)</b>
<b>Operating Expenditures (Recurring)</b>						
City Council	\$ 119,696	\$ 84,731	\$ 74,359	(10,372)	-12%	45,337
City Manager's Office	693,087	491,680	526,207	34,527	7%	166,880
City Clerk	707,046	508,544	685,763	177,219	35%	21,283
Human Resources	279,665	202,384	172,287	(30,097)	-15%	107,378
Emergency Management	26,283	19,712	8,896	(10,816)	-55%	17,387
Communications	177,188	130,446	109,859	(20,587)	-16%	67,329
Finance	1,306,317	929,648	999,877	70,229	8%	306,440
Information Technology Services	1,332,120	965,995	949,960	(16,034)	-2%	382,160
Legal	1,015,611	722,836	651,283	(71,553)	-10%	364,328
Municipal Court	1,706,115	1,214,705	1,065,148	(149,557)	-12%	640,967
Public Safety - (SCORE/Public Defender/Fire Services)	1,020,310	765,233	764,230	(1,003)	0%	256,080
Police	13,063,031	9,276,445	9,003,185	(273,260)	-3%	4,059,846
Planning and Building (Tax-based)	431,611	306,583	295,450	(11,134)	-4%	136,161
Building and Parks Maintenance	1,800,384	1,278,782	1,307,605	28,823	2%	492,779
Community Events and Services	1,860,093	1,341,642	1,463,021	121,380	9%	397,072
Non-Departmental - Organizational Memberships	97,550	73,163	91,070	17,907	24%	6,480
<b>Total Operating Expenditures (Recurring)</b>	<b>\$ 25,636,107</b>	<b>\$ 18,312,527</b>	<b>\$ 18,168,201</b>	<b>\$ (144,326)</b>	<b>-1%</b>	<b>\$ 7,467,906</b>
<b>Nonrecurring Expenditures</b>						
Sound Transit	154,868	116,151	132,600	16,449	14%	22,268
Professional Development Program	15,000	13,800	13,800	-	0%	1,200
Professional Services - One-time	100,000	75,000	28,768	(46,232)	-62%	71,232
Sustainable Airport Master Plan	114,000	85,500	16,985	(68,515)	-80%	97,015
Body Cam Refresh	-	-	77,010	77,010	-	(77,010)
Government relations	54,000	40,500	43,351	2,851	7%	10,649
Communications Contract	40,000	30,000	16,370	(13,630)	-45%	23,630
Staff Reduction	-	-	289,436	289,436	-	(289,436)
Encampment Cleanup	-	-	72,000	72,000	-	(72,000)
Transfers Out - Fund 114 (American Rescue Plan Act Fund)	-	-	13,056	13,056	-	(13,056)
<b>Total Operating Expenditures (Recurring)</b>	<b>\$ 477,868</b>	<b>\$ 360,951</b>	<b>\$ 703,377</b>	<b>\$ 342,426</b>	<b>95%</b>	<b>\$ (225,509)</b>
<b>Total Expenditures</b>	<b>\$ 26,113,975</b>	<b>\$ 18,673,478</b>	<b>\$ 18,871,578</b>	<b>\$ 198,100</b>	<b>1%</b>	<b>\$ 7,242,397</b>
<b>Total Operating Income (Loss)</b>	<b>\$ 640,227</b>	<b>\$ 299,146</b>	<b>\$ 52,606</b>	<b>\$ (246,539)</b>		

\*\*September is month 9 of 12= 75.0%

# 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	% of Budget
Street	\$ 2,618,000	\$ 1,882,160		71.9%	\$ 2,741,053	\$ 1,397,486	51.0%
Arterial Pavement	1,418,000	93,658		6.6%	1,466,788	300,048	20.5%
Development Fund	2,885,246	2,450,031		84.9%	3,092,952	2,298,026	74.3%
Police Drug Seizure	26,000	-		0.0%	20,500	5,135	25.0%
Hotel-Motel Tax	125,000	78,419		62.7%	120,000	157,925	131.6%
Affordable Housing Sales Tax	35,000	24,418		69.8%	35,000	30,667	87.6%
American Rescue Plan Act	-	8,455		0.0%	1,103,000	103,819	9.4%
Redondo Zone	129,800	63,173		48.7%	150,635	116,089	77.1%
Waterfront Zone	438,550	381,195		86.9%	394,462	328,090	83.2%
PBPW Automation Fee	195,000	122,657		62.9%	120,409	72,058	59.8%
Urban Forestry	5,000	-		0.0%	5,000	-	0.0%
Abatement	3,600	175		4.9%	2,500	-	0.0%
Automated Speed Enforcement (ASE)	360,000	116,137		32.3%	432,976	150,574	34.8%
Redondo Speed Enforcement Fund	1,000,000	840,335		84.0%	938,824	380,051	40.5%
Transport Benefit District	\$ 1,040,000	\$ 819,980		78.8%	\$ 1,400,000	\$ 675,000	48.2%

**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 YTD Budget vs Actual		2025 Remaining Budget
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	
<b>Operating Revenues</b>						
<b>Planning and Building</b>						
Building Permits	\$ 685,465	\$ 514,099	\$ 732,776	\$ 218,678	43%	\$ (47,311)
Other Licenses and Permits	351,799	263,849	322,465	58,616	22%	29,334
Intergovernmental (Grants, etc.)	97,749	73,312	88,508	15,197	21%	9,241
Charges for Services:						
Zoning Fees	319,278	239,459	305,503	66,045	28%	13,775
Plan Check Fees	638,000	478,500	571,551	93,051	19%	66,449
Other Fees	7,480	5,610	6,893	1,283	23%	587
Credit Card Fees	41,200	30,900	28,622	(2,278)	-7%	12,578
Misc. Revenue	-	-	92	92	0%	(92)
Penalties - Stop Work	15,500	11,625	8,152	(3,473)	-30%	7,348
<b>Planning and Building Revenue Subtotal</b>	<b>\$ 2,156,471</b>	<b>\$ 1,617,353</b>	<b>\$ 2,064,563</b>	<b>\$ 447,210</b>	<b>28%</b>	<b>\$ 91,908</b>
<b>Engineering</b>						
Right-Of-Way Permits	\$ 137,500	\$ 103,125	\$ 238,749	\$ 135,624	132%	\$ (101,249)
Engineering Fees	159,254	119,441	100,545	(18,896)	-16%	58,709
Interfund Charges/ Engineering CIP Support	334,537	250,903	-	(250,903)	-100%	334,537
<b>Engineering Revenue Subtotal</b>	<b>\$ 631,291</b>	<b>\$ 473,468</b>	<b>\$ 339,294</b>	<b>\$ (134,174)</b>	<b>-28%</b>	<b>\$ 291,997</b>
Interest Income	65,000	48,750	46,174	(2,576)	-5%	18,826
Transfers In - PBPW Automation Fee Fund	32,484	24,363	-	(24,363)	-100%	32,484
<b>Total Operating Revenues</b>	<b>\$ 2,885,246</b>	<b>\$ 2,163,935</b>	<b>\$ 2,450,031</b>	<b>\$ 286,097</b>	<b>13%</b>	<b>\$ 435,215</b>
<b>Operating Expenditures</b>						
<b>Planning and Building</b>						
Salaries and Benefits	\$ 1,613,355	\$ 1,142,793	\$ 1,137,934	\$ (4,859)	0%	\$ 475,421
Supplies	33,351	25,014	13,142	(11,872)	-47%	20,210
Services	470,649	352,987	490,038	137,051	39%	(19,389)
<b>Planning and Building Expenditures Subtotal</b>	<b>\$ 2,117,355</b>	<b>\$ 1,520,793</b>	<b>\$ 1,641,114</b>	<b>\$ 120,320</b>	<b>8%</b>	<b>\$ 476,242</b>
<b>Engineering</b>						
Salaries and Benefits	\$ 715,814	\$ 507,035	\$ 408,865	\$ (98,170)	-19%	\$ 306,949
Supplies	12,000	9,000	4,188	(4,812)	-53%	7,812
Services	247,783	185,837	243,860	58,022	31%	3,923
<b>Engineering Expenditures Subtotal</b>	<b>\$ 975,597</b>	<b>\$ 701,872</b>	<b>\$ 656,913</b>	<b>\$ (44,960)</b>	<b>-6%</b>	<b>\$ 318,684</b>
<b>Total Operating Expenditures</b>	<b>\$ 3,092,952</b>	<b>\$ 2,222,666</b>	<b>\$ 2,298,026</b>	<b>\$ 75,360</b>	<b>3%</b>	<b>\$ 794,926</b>
<b>Total Operating Income (Loss)</b>	<b>\$ (207,706)</b>	<b>\$ (58,731)</b>	<b>\$ 152,005</b>	<b>\$ 210,736</b>		

## 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	\$ 1,048,483	\$ 786,362	75.0%	\$ 1,048,480	\$ 400,083	38.2%

## CAPTIAL PROJECT FUND

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

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

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

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

### Summary of Capital Project Managerial Funds

Capital Project Fund:	Revenue			Expenditures		
	Fund	Budget	Actual	% of Budget	Budget	Actual
REET 1	\$ 740,000	\$ 557,374	75.3%	\$ 2,380,979	\$ 220,484	9.3%
REET 2	700,000	510,651	73.0%	483,504	347,126	71.8%
Park Levy	150,000	152,841	101.9%	-	189,715	0.0%
Park in Lieu	27,500	-	0.0%	46,000	-	0.0%
One-Time Sales & B+O Tax Revenues	50,000	35,141	70.3%	165,000	63,095	38.2%
Municipal Capital Improvements	5,526,000	1,867,277	33.8%	15,558,000	2,237,400	14.4%
Transportation Capital Improvements	8,430,000	1,841,937	21.8%	9,020,000	3,790,531	42.0%
Traffic in Lieu	460,000	464,318	100.9%	-	-	0.0%
Traffic Impact - Citywide	345,000	116,780	33.8%	140,000	240,584	171.8%
Traffic Impact - Pac Ridge	120,000	17,752	14.8%	-	-	0.0%
<b>Total Capital Project Fund*</b>	<b>\$ 16,548,500</b>	<b>\$ 5,564,071</b>	<b>34%</b>	<b>\$ 27,793,483</b>	<b>\$ 7,088,936</b>	<b>26%</b>

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

## ENTERPRISE FUNDS

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

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

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

### Marina Fund Details

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

Marina Fund Summary of Sources and Uses	2025			2025 YTD Budget vs Actual		2025
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
<b>Operating Revenue</b>						
Charges for Services	\$ 3,883,417	\$ 2,912,563	\$ 3,045,864	\$ 133,301	5%	\$ 837,553
Fuel Sales	1,503,000	1,127,250	1,185,279	58,029	5%	317,721
Miscellaneous Revenues	18,330	13,748	14,859	1,111	8%	3,471
<b>Operating Revenue Subtotal</b>	<b>\$ 5,404,747</b>	<b>\$ 4,053,560</b>	<b>\$ 4,264,668</b>	<b>\$ 211,108</b>	<b>5%</b>	<b>\$ 1,140,079</b>
<b>Operating Expense</b>						
Salaries and Benefits	\$ 1,459,598	\$ 1,033,882	\$ 954,594	\$ (79,288)	-8%	\$ 505,004
Supplies	150,550	112,913	76,089	(36,824)	-33%	74,461
Fuel Purchases	1,200,000	900,000	1,022,255	122,255	14%	177,745
Services	713,909	535,432	367,081	(168,351)	-31%	346,828
Services - Interfund	1,052,806	789,605	787,982	(1,622)	0%	264,824
<b>Total Operating Expenses (excl. depreciation)</b>	<b>\$ 4,576,863</b>	<b>\$ 3,371,831</b>	<b>\$ 3,208,001</b>	<b>\$ (163,829)</b>	<b>-5%</b>	<b>\$ 1,368,862</b>
<b>Operating Income/(Loss)</b>	<b>\$ 827,884</b>	<b>\$ 681,730</b>	<b>\$ 1,056,667</b>	<b>\$ 374,937</b>	<b>55%</b>	<b>\$ (228,783)</b>
<b>Non-Operating Revenue</b>						
Insurance Recoveries	-	-	105	105	-	(105)
Interest Income	280,000	210,000	284,206	74,206	35%	(4,206)
<b>Non-operating Revenue Subtotal</b>	<b>\$ 280,000</b>	<b>\$ 210,000</b>	<b>\$ 284,311</b>	<b>\$ 74,311</b>	<b>35%</b>	<b>\$ (4,311)</b>
<b>Non-operating Expense</b>						
Capital Outlay	\$ 14,692,000	\$ 11,019,000	\$ 6,163,990	\$ (4,855,010)	-44%	\$ 8,528,010
Debt Service	1,101,996	826,497	349,954	(476,543)	-58%	752,042
<b>Non-operating Expense Subtotal</b>	<b>\$ 15,793,996</b>	<b>\$ 11,845,497</b>	<b>\$ 6,513,944</b>	<b>\$ (5,331,553)</b>	<b>-45%</b>	<b>\$ 9,280,052</b>
<b>Net Change in Unrestricted Net Position</b>	<b>\$ (14,686,112)</b>	<b>\$ (10,953,767)</b>	<b>\$ (5,172,966)</b>	<b>\$ 5,780,801</b>	<b>-53%</b>	<b>\$ (9,513,146)</b>

**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 YTD Budget vs Actual		2025
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
<b>Operating Revenue</b>						
Charges for Services	\$ 5,794,001	\$ 4,808,981	\$ 4,116,163	\$ (692,818)	-14%	\$ 1,677,838
Intergovernmental Revenue	844,000	633,000	26,215	(606,785)	-96%	817,785
<b>Operating Revenue Subtotal</b>	<b>\$ 6,638,001</b>	<b>\$ 5,441,981</b>	<b>\$ 4,142,378</b>	<b>\$ (1,299,603)</b>	<b>-24%</b>	<b>\$ 2,495,623</b>
<b>Operating Expense</b>						
Salaries and Benefits	\$ 2,023,034	\$ 1,432,982	\$ 1,380,712	\$ (52,271)	-4%	\$ 642,322
Supplies	119,650	89,738	54,819	(34,919)	-39%	64,831
Services	1,698,715	1,274,036	968,858	(305,178)	-24%	729,857
Services - Interfund	1,012,635	759,476	754,520	(4,957)	-1%	258,116
<b>Total Operating Expenses (excl. depreciation)</b>	<b>\$ 4,854,034</b>	<b>\$ 3,556,232</b>	<b>\$ 3,158,908</b>	<b>\$ (397,324)</b>	<b>-11%</b>	<b>\$ 1,695,126</b>
<b>Operating Income/(Loss)</b>	<b>\$ 1,783,967</b>	<b>\$ 1,885,749</b>	<b>\$ 983,470</b>	<b>\$ (902,278)</b>	<b>-48%</b>	<b>\$ 800,497</b>
<b>Non-Operating Revenue</b>						
Judgements and Settlements	\$ -	\$ -	\$ -	\$ -	0%	\$ -
Insurance Recovery	-	-	4,072	4,072	0%	(4,072)
Miscellaneous Revenue	-	-	967	967	0%	(967)
Interest Income	400,000	300,000	282,060	(17,940)	-6%	117,940
<b>Non-operating Revenue Subtotal</b>	<b>\$ 400,000</b>	<b>\$ 300,000</b>	<b>\$ 287,098</b>	<b>\$ (12,902)</b>	<b>-4%</b>	<b>\$ 112,902</b>
<b>Non-operating Expense</b>						
Capital Outlay	\$ 2,094,000	\$ 1,570,500	\$ 2,857,801	\$ 1,287,301	82%	\$ (763,801)
Debt Service	-	-	-	-	-	-
Transfers Out to Fund 319 (Transportation Improvemen	500,000	375,000	-	(375,000)	(1)	500,000
<b>Non-operating Expense Subtotal</b>	<b>\$ 2,594,000</b>	<b>\$ 1,945,500</b>	<b>\$ 2,857,801</b>	<b>\$ 912,301</b>	<b>47%</b>	<b>\$ (263,801)</b>
<b>Net Change in Unrestricted Net Position</b>	<b>\$ (410,033)</b>	<b>\$ 240,249</b>	<b>\$ (1,587,232)</b>	<b>\$ (1,827,481)</b>	<b>-761%</b>	<b>\$ 1,177,199</b>

## INTERNAL SERVICE FUNDS

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

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

The City has internal service funds for:

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

Internal Service Funds:	Revenue			Expenditures		
	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget
Equipment Rental Operations	\$ 1,077,976	\$ 721,376	66.9%	\$ 855,438	\$ 541,715	63.3%
Equipment Rental Replacement	2,280,778	1,646,690	72.2%	1,389,000	712,091	51.3%
Facility Major Repairs	2,128,000	345,711	16.2%	2,116,885	227,680	10.8%
Computer Replacement	238,000	170,146	71.5%	460,000	156,075	33.9%
Self Insurance	1,147,472	766,896	66.8%	1,260,971	1,181,089	93.7%
Unemployment Insurance	\$ 60,000	\$ 47,338	78.9%	\$ 300,000	\$ 81,264	27.1%

# Investment Report

**City of Des Moines**  
**Cash Deposits and Investment Portfolio**

Security Type	Fair Value as of 1/1/2025	2025 Activity	Fair Value as of 9/30/2025	% of Portfolio
Federal Farm Credit Bank	\$ 7,285,589	\$ (1,472,655)	\$ 5,812,935	8.9%
Federal Home Loan Bank	6,394,945	(2,426,365)	3,968,580	6.1%
Federal Agricultural Mortgage Corp	4,250,310	26,380	4,276,690	6.6%
US Treasury Notes/Bonds	2,941,253	2,533,707	5,474,960	8.4%
United States Treasury STRIP	1,995,369	1,676,886	3,672,255	5.6%
Key Bank	5,792,655	(1,148,497)	4,644,158	7.1%
LGIP	41,606,900	(4,187,750)	37,419,150	57.3%
<b>Total</b>	<b>\$ 71,759,746</b>	<b>\$ (6,491,018)</b>	<b>\$ 65,268,727</b>	<b>100.0%</b>

Bond Investments	\$ 24,360,191	33.9%	\$ 23,205,420	35.6%
Local Government Investment Pool	41,606,900	58.0%	37,419,150	57.3%
Key Bank Account	5,792,655	8.1%	4,644,158	7.1%
<b>Total</b>	<b>\$ 71,759,746</b>	<b>100%</b>	<b>\$ 65,268,727</b>	<b>100.0%</b>

**Local Government Investment Pool Composition**

Operating Funds	17,447,505	42%	15,372,475	41%
Debt Proceeds	24,159,395	58%	22,046,675	59%
<b>Total LGIP Funds</b>	<b>\$ 41,606,900</b>	<b>100%</b>	<b>\$ 37,419,150</b>	<b>100%</b>

Cash Management:

The City maintains a cash balance with KeyBank to support daily operations, including a dedicated account for Municipal Court functions. All other available funds are invested in either the Local Government Investment Pool (LGIP) or in government debt.

Investment Interest Earnings

Type	9/30/2024	9/30/2025	Change
LGIP	\$1,540,239.44	\$1,312,250.31	↓ \$227,989.13
Bond Investment	\$605,000.33	\$568,262.50	↓ \$36,737.83
Notes	Elevated due to bond proceeds being held in LGIP		

\*9/30/2025 LGIP Revenue Includes Prior Period Adjustment.

Interest Allocation: Investment interest is allocated across all City funds based on their portion of the overall cash balance at the end of the month.

**Investment Performance Comparisons:**

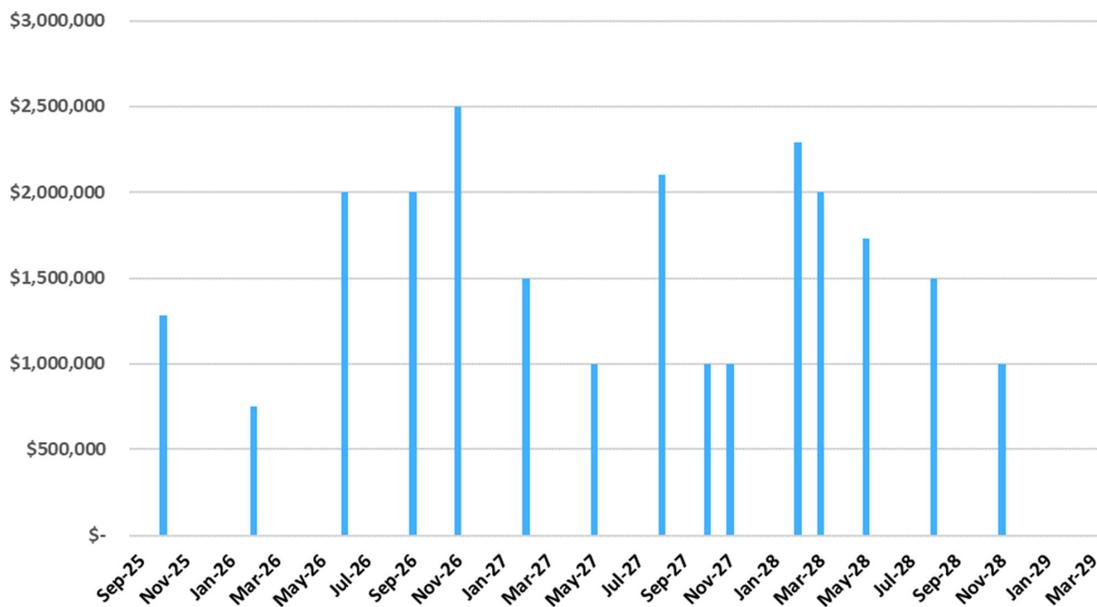
Performance Comparison	9/30/2024	9/30/2025	Change
LGIP Net Earnings Rate	5.2278%	4.2934%	↓ 0.9344%
Average Bond Yield	3.2474%	4.1251%	↑0.8776%
LGIP/Bond Comparison	1.9804%	0.1683%	↓ 1.8120%
Average Days to Maturity	715	623	↓ 92

**Investment Transaction Listing**

During the third quarter of 2025, the following investments activity occurred:

Security Type	Amount	Maturity Date	Yield	Status
United States Treasury STRIPES	\$3,030,000	8/15/2024	0.35%	Matured
Federal Farm Credit Bank	\$1,500,000	7/21/2025	3.05%	Matured
US Treasury Notes/Bonds	\$1,000,000	7/30/2025	3.78%	Purchased
United States Treasury STRIPES	\$3,030,000	8/15/2024	0.35%	Matured

**City of Des Moines  
Investment Portfolio Maturity Distribution**



### Investment Asset Listing

CUSIP	Issuer	Investment Type	Moody's Rating	S&P Rating	Days to Maturity	Maturity Date	Interest Rate	Interest Yield	Par Value	Fair Market Value	Cost
313082PJ8	Federal Home Loan Bank	BONDS	Aa1	AA+	339	9/4/2026	3.6250%	3.5300%	2,000,000	1,997,800	2,006,922
313382GT4	Federal Home Loan Bank	BONDS	Aa1	AA+	892	3/10/2028	3.0000%	3.6500%	2,000,000	1,970,780	1,986,448
3133EP2T1	Federal Farm Credit Bank	BONDS	Aa1	AA+	500	2/12/2027	4.1250%	4.3800%	1,500,000	1,507,950	1,492,047
3133EPNG6	Federal Farm Credit Bank	BONDS	Aa1	AA+	266	6/23/2026	4.3750%	4.8400%	2,000,000	2,007,960	2,010,137
3133EPYW9	Federal Farm Credit Bank	BONDS	Aa1	AA+	20	10/20/2025	5.1250%	5.0000%	1,280,000	1,280,525	1,283,537
3133ERD57	Federal Farm Credit Bank	BONDS	Aa1	AA+	583	5/6/2027	4.7500%	4.5500%	1,000,000	1,016,500	1,006,806
31422XV66	Federal Agricultural Mortgage Corp	NOTES	-	-	125	2/2/2026	3.9500%	4.3000%	750,000	749,745	744,530
31424WBUS	Federal Agricultural Mortgage Corp	NOTES	-	-	409	11/13/2026	4.8000%	4.8000%	2,500,000	2,528,975	2,500,668
31424WP29	Federal Agricultural Mortgage Corp	NOTES	-	-	737	10/7/2027	3.5800%	3.9500%	1,000,000	997,970	991,888
9128282R0	US Treasury Notes/Bonds	NOTES	Aa1	-	684	8/15/2027	2.2500%	4.4000%	2,100,000	2,048,235	1,987,298
9128283F5	US Treasury Notes/Bonds	NOTES	Aa1	-	776	11/15/2027	2.2500%	3.4403%	1,000,000	972,310	973,438
9128284V9	US Treasury Notes/Bonds	NOTES	Aa1	-	1050	8/15/2028	2.8750%	3.7800%	1,500,000	1,469,415	1,469,054
912833RY8	United States Treasury STRIP	STRIPS	-	-	868	2/15/2028	0.0000%	4.2509%	2,290,000	2,100,342	1,997,171
912833WQ9	United States Treasury STRIP	STRIPS	-	-	958	5/15/2028	0.0000%	4.3000%	1,730,000	1,571,913	1,499,969
9128285M8	US Treasury Notes/Bonds	NOTES	-	-	1142	11/15/2028	3.1250%	3.7800%	1,000,000	985,000	986,324
<b>Grand Total</b>									<b>\$ 23,650,000</b>	<b>\$ 23,205,420</b>	<b>\$22,936,236</b>



**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**December 4, 2025**  
**Auditing Officer Certification**

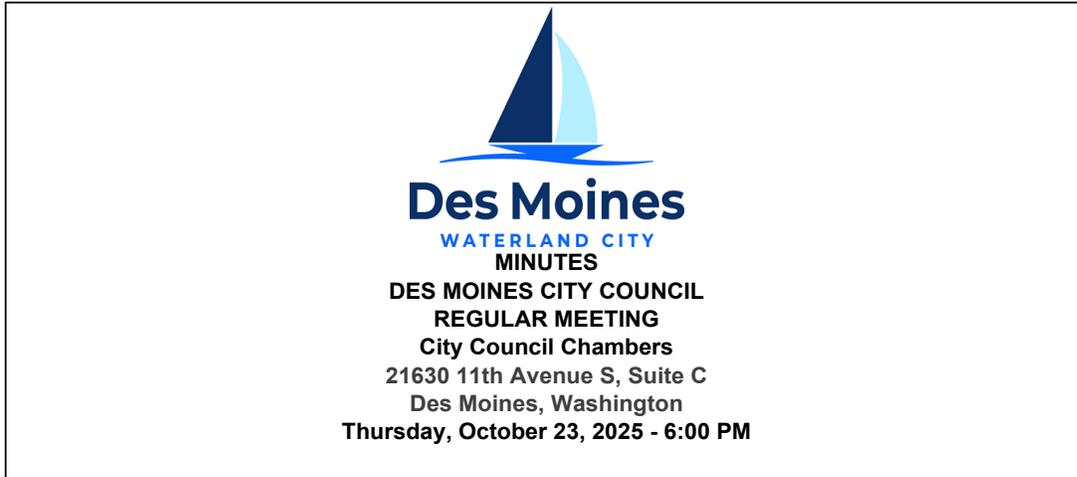
Voucher transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **December 4, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through November 20, 2025 and payroll transfers through November 20, 2025 included in the attached list and further described as follows:

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

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

		# From	# To	Amounts
<b>Claims Vouchers:</b>				
EFT's		12701	12811	2,266,010.04
Wires		3147	3165	478,601.24
AP Checks		167134	167201	1,914,403.33
<b>Total Vouchers paid</b>				<b>4,659,014.61</b>
<b>Payroll Vouchers</b>				
Payroll Checks	11/5/2025	20031	20033	4,533.94
Payroll Advice		15463	15628	499,195.09
Payroll Checks	11/20/2025	20034	20034	4,458.73
Payroll Check		15629	15784	477,516.56
<b>Total Paychecks &amp; Direct Deposits</b>				<b>985,704.32</b>
<b>Total checks and wires for A/P &amp; Payroll</b>				<b>5,644,718.93</b>



## **CALL TO ORDER**

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

## **PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Yoshiko Grace Matsui.

## **ROLL CALL**

### **Council Present:**

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

### **Council via Zoom:**

Councilmember Jeremy Nutting

### **Staff Present:**

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Police Chief Ted Boe; Assistant City Attorney Matt Hutchins; IT Manager Chris Pauk; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Public Works Director Michael Slevin; Civil Engineer Allyssa Beaver; Surface Water and Environmental Engineering Manager Tyler Beekley; City Engineer Tommy Owen; Deputy City Clerk Sara Lee; and City Clerk Taria Keane

## CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

## COMMENTS FROM THE PUBLIC

- Bettina Carey, Transparency

## REGIONAL COMMITTEE REPORT

### KING COUNTY REGIONAL TRANSIT COMMITTEE

- Councilmember JC Harris gave an update on the Regional Transit Committee Meeting held on October 15, 2025.

### SOUTH COUNTY AREA TRANSPORTATION BOARD

- Councilmember Matt Mahoney gave an update on the South County Area Transportation Board meeting held on October 21, 2025.

### PUGET SOUND REGIONAL COUNCIL EXECUTIVE BOARD

- Mayor Traci Buxton gave an update on the Puget Sound Regional Council Executive Board meeting held on October 23, 2025.

## CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1: DISCUSSION OF CITY OF BURIEN LETTER TO PORT OF SEATTLE
- City Manager Katherine Caffrey gave a PowerPoint Presentation on the Burien Letter to Port of Seattle.
- Item 2: WAREHOUSE TAX COLLECTIONS UPDATE
- City Manager Katherine Caffrey gave a PowerPoint Presentation on the Warehouse Tax Collections Update.

## CONSENT AGENDA

- Item 1: APPROVAL OF VOUCHERS
- Motion:** To approve the payment vouchers through October 09, 2025 and payroll transfers through October 03, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#12527-12604	\$1,237,181.60
Wires	#3097-3132	\$1,261,394.51

Regular Meeting Minutes  
October 23, 2025

Accounts Payable	#167073-167117	\$ 208,531.19
Checks		
Payroll Checks	#20022-20025	\$ 1,696.31
Payroll Advice	#15129-15295	\$ 472,433.90
Payroll Checks	#15296-15296	\$ 2,074.96
Payroll Advice	#15297-15298	\$ 672.57

Total Checks and Wires for A/P & Payroll: \$3,183,985.04

Item 2: APPROVAL OF MINUTES

**Motion:** To approve the minutes from the September 11, 2025 and September 25, 2025 Regular City Council Meetings.

Item 3: 2026 BUSINESS LICENSE FEE SCHEDULE

**Motion:** To adopt Draft Resolution No. 25-109 updating the business license fee schedule.

Item 4: TELECOMMUNICATIONS FRANCHISE AGREEMENT WITH FORGED FIBER 37, LLC - 2nd READING

**Motion:** To pass Draft Ordinance No. 25-085 approving a telecommunications Franchise Agreement with Forged Fiber 37.

Item 5: 2026 VEHICLE PURCHASE

**Motion:** To approve the purchase of vehicle identified in Attachment 1 for a total estimated amount of \$55,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders at the time they are created.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to approve the Consent Agenda as read; seconded by Councilmember Matt Mahoney.

Councilmember JC Harris pulled Consent Agenda Item #5

The remainder of the Consent Agenda passed 7-0.

Council discussed Consent Agenda Item #5.

**Motion** made by Councilmember Matt Mahoney to approve Consent Agenda Item #5 as read; seconded by Councilmember Yoshiko Grace Matsui.

Motion passed 7-0.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: 2026 PROPERTY TAX LEVY - 1st READING

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At 6:31 p.m. Mayor Traci Buxton opened the Public Hearing.

Finance Director Jeff Friend gave a PowerPoint Presentation on the 2026 Property Tax Levy.

Mayor Traci Buxton asked 3 times if anyone wished to speak.

Mayor Traci Buxton asked Council if they had any questions.

At 6:40 p.m. Mayor Traci Buxton closed the Public Hearing.

**Direction/Action**

**Motion 1** made by Councilmember Matt Mahoney to forward Draft Ordinance No. 25-101, determining the amount of funds to be raised by ad valorem taxes for the year 2026 for general City expenditures, to a second reading; seconded by Councilmember Jeremy Nutting.  
Motion passed 7-0.

**Direction/Action**

**Motion 2** made by Councilmember Matt Mahoney to forward Draft Ordinance No. 25-102, authorizing the increase in ad valorem taxes for the year 2026 for general City expenditures, to a second reading; seconded by Councilmember Jeremy Nutting.  
Motion passed 7-0.

**NEW BUSINESS**

Item 1: MARINA STEPS PROJECT – PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND CONSULTANT SERVICES AGREEMENTS FOR CONSTRUCTION ADMINISTRATION, INSPECTION AND ENGINEER OF RECORD SERVICES

- Staff Presentation by Public Works Director Mike Stevin

**Direction/Action**

**Motion 1** made by Deputy Mayor Harry Steinmetz to direct Administration to bring forward a budget amendment to the 2025-2030 Capital Improvement Plan and the 2025 Capital Budget to include the amended Marina Steps Project as described herein, and include such amendment in the next available budget amendment ordinance; seconded by Councilmember Matt Mahoney.

**Motion** made by Councilmember Gene Achziger to postpone to January 15, 2026; seconded by Councilmember JC Harris.

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Motion failed 3-4.

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

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

Main Motion passed 4-3.

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

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

**Motion 2** made by Deputy Mayor Harry Steinmetz to approve the Public Works Contract with Bayshore Construction (Contractor) for the Marina Steps Project in the amount of \$8,537,713.64, and authorize a project construction contingency in the amount of \$1,375,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted; seconded by Councilmember Jeremy Nutting.  
Motion passed 4-3.

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

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

**Motion 3** made by Deputy Mayor Harry Steinmetz to approve the Consultant Services Contract with Psomas, Inc. to provide Construction Administration and Inspection Services for the Marina Steps Project in the amount of \$924,000.00, and further authorize the City Manager to sign said Consultant Services Contract substantially in the form as submitted; seconded by Councilmember Matt Mahoney.  
Motion passed 4-3.

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

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

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**Motion 4** made by Deputy Mayor Harry Steinmetz to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-01 with KPFF, Inc. to provide Engineer of Record services for the Marina Steps Project in the amount not to exceed \$426,787 and authorize the City Manager to sign said Task Assignment substantially in the form as submitted; seconded by Councilmember Jeremy Nutting. Motion passed 4-3.

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

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

**Motion 5** made by Deputy Mayor Harry Steinmetz to authorize the acceptance of the 2023-25 Washington State Department of Commerce Direct Appropriation in the amount of \$970,000.00, and further authorize the City Manager, or her designee, to sign the State funding agreement(s) when they are available; seconded by Councilmember Matt Mahoney. Motion passed 4-3.

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

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

**Motion 6** made by Deputy Mayor Harry Steinmetz to authorize the acceptance of the 2025-27 Washington State Department of Commerce Direct Appropriation in the amount of \$999,100.00, and further authorize the City Manager, or her designee, to sign the State funding agreement(s) when they are available; seconded by Councilmember Jeremy Nutting. Motion passed 4-3.

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

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

**Motion 7** made by Deputy Mayor Harry Steinmetz to authorize the acceptance of the Stormwater Ecology Grant in the amount of

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\$560,407.00, and further authorize the City Manager, or her designee, to sign the State funding agreement(s) when they are available; seconded by Councilmember Matt Mahoney.  
Motion passed 4-3.

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

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

Item 2: WATER/SEWER FRANCHISE AGREEMENTS

- Staff Presentation by Surface Water/Environmental Engineer Tyler Beekley

**Direction/Action**

**Motion** made by Councilmember Matt Mahoney to direct the City Manager to notify eligible utility providers of the City's intent to renegotiate existing franchise agreements; seconded by Deputy Mayor Harry Steinmetz.  
Motion passed 6-1.

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

**Against:** Councilmember Yoshiko Grace Matsui

At 7:59 p.m. Council took a 7 minute break.

At 8:06 p.m. the meeting resumed.

Item 3: B&O TAX MODEL ORDINANCE UPDATE - 1st READING

- Staff Presentation by Assistant City Attorney Matthew Hutchins

**Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to pass Draft Ordinance 25-100 to a second reading on the next regular Council meeting agenda; seconded by Councilmember Matt Mahoney.  
Motion passed 7-0.

Item 4: CONSIDERATION OF MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF DES MOINES AND KING COUNTY METRO TRANSIT DEPARTMENT

- Staff Presentation by City Manager Katherine Caffrey

**Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to authorize the City Manager to enter into a Memorandum of Understanding with King County Metro Transit Department for studies related to a potential water taxi service between Des Moines and Seattle; seconded by Councilmember Jeremy Nutting.  
Motion passed 7-0.

- Item 5: CONSULTANT SERVICES CONTRACT WITH NELSON-NYGAARD
- Staff Presentation by City Manager Katherine Caffrey

**Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to approve the Consultant Services Contract with Nelson\Nygaard in the amount not to exceed \$100,000 for the implementation of a Washington Department of Commerce Grant for Economic Analysis of the Electric Water Taxi Pilot Program, and authorize the City Manager to sign the Contract substantially in the form as attached; seconded by Councilmember Jeremy Nutting.  
Motion passed 7-0.

- Item 6: NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes
- Mayor Traci Buxton suggested a new agenda item to propose a COLA to the stipend for the Council.  
Council supported.
  - Mayor Traci Buxton suggested a new agenda item to consider increasing the City Managers signing threshold.  
Council supported.

Councilmember Jeremy Nutting left the meeting at 8:33 p.m.

**COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

**COUNCILMEMBER YOSHIKO GRACE MATSUI**

- Pet Licenses
- Upcoming events: Drag Bingo and Halloween

**COUNCILMEMBER JC HARRIS**

- University of Washington Environmental & Occupational Health Sciences Meeting
- Sustainable Airport Master Plan

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### **COUNCILMEMBER GENE ACHZIGER**

- Trick or Treat Path
- Speed Bumps on 10th Avenue and Redondo Beach Drive

### **COUNCILMEMBER MATT MAHONEY**

- Des Moines Marina Camera
- Flower Pots
- Halloween
- November 11th Veterans Day Event at Steven J. Underwood Park

### **DEPUTY MAYOR HARRY STEINMETZ**

- Community Events
- Pet Licensing
- Flower Pots
- Halloween

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

- Community Events: Galas, Young Life, Resource Fair, Girls on the Run, Sips and Chicks
- Halloween

### **NEXT MEETING DATE**

November 06, 2025 City Council Study Session

### **ADJOURNMENT**

#### **Direction/Action**

**Motion:** made by Councilmember Yoshiko Grace Matsui to adjourn the meeting; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 6-0.

The meeting adjourned at 8:46 p.m.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Land Use Application Abandonment

FOR AGENDA OF: December 4, 2025

ATTACHMENTS:

- 1. Draft Ordinance No. 25-072

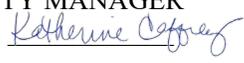
DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 24, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to adopt Draft Ordinance 25-072 Land Use Application Abandonment Ordinance

**Suggested Motion**

**Motion: “I move to adopt draft Ordinance 25-090 adopting the Land Use Application Abandonment Ordinance.”**

**Background**

Des Moines does not currently have provisions in the municipal code to allow for termination of the processing of Land Use Applications when an applicant fails to submit requested information. The proposed code section will allow for termination of an application 180-calendar days from the date of the written request from the Community Development Department for revisions, additional information, or corrections: provided this information is not received.

The proposed change will also include a provision allowing for the Community Development Director to extend the response period beyond the 180 days, if the applicant adheres to an agreed upon schedule of submittals set by the Director.

### **Discussion**

The Council was presented this at the November 13 meeting. This is the second reading. The draft Application Abandonment ordinance includes an addition to Des Moines Municipal Code (DMMC) adding a new section to Title 18.20 DMMC entitled “Termination of processing of land use applications”.

Section 1. (1) outlines the timeline and clarifies that the 180-day period is a period of inactivity after the City requests additional information, revisions, or corrections. This section also includes provisions for the Director to allow for extension of the time frame on a case by case basis.

Section 1. (2) identifies the abandoned applications as requiring a new submittal; the abandoned application cannot be reinstated.

Section 2. codifies the ordinance as a new section, DMMC 18.20.095, entitled “Termination of processing of land use applications”.

Major updates to the Local Project Review Act were passed in 2023 with SB 5290 in order to streamline local project review processes. New review timelines and tracking requirements were effective on January 1, 2025. Providing clear response and expiration language within the municipal code will provide additional clarity for City staff and applicants and allow for closing out inactive applications.

### **Proposed Amendments/Rationale:**

Addition of a new section to chapter 18.20 DMMC will allow for termination of land use applications considered dormant and abandoned. Many King County jurisdictions, including Renton, Kent, Federal Way and Normandy Park, have established termination time frames for applications considered abandoned. Currently, dormant applications sit in the active permit queue. Establishing a termination process would allow for better organization and easier identification of active projects, encourage timely project completion, and protect against outdated plans. This would also promote continued progress on permitting and encourage development to be completed in a timely manner, thus streamlining development activities in the City.

### **Alternatives**

1. Enact the proposed Draft Ordinance No. 25-072 as written.
2. Enact Draft Ordinance No. 25-072 with amendments
3. Decline to enact Draft Ordinance 25-072.

### **Financial Impact**

There will be no fiscal impact to the City related to these changes.

### **Recommendations/Concurrence**

Staff recommends adopting Draft Ordinance 25-072 relating to land use and updating regulations related to Application Abandonment.

**CITY ATTORNEY'S FIRST DRAFT 10/02/2025**

**DRAFT ORDINANCE NO. 25-072**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** land use applications, providing for termination of abandoned applications, and adding a new section to DMMC chapter 18.20.

**WHEREAS**, the city desires to promote an efficient and predictable process for the City's review of applications for Land Use Applications, and

**WHEREAS**, the city finds that applications for land use development proposals that are incomplete, contain errors, or prevent the City from timely processing of such applications should be corrected or supplemented within 180-day time period from the date of notification by the City of the need to correct or supplement an application to remain vested in land use controls in effect as of the date of the filing of a complete application, and

**WHEREAS**, the Des Moines City Council held a duly noticed public hearing on November 13, 2025, and

**WHEREAS**, based on the careful consideration of the facts and law, the City Council finds that the proposed amendments attached and incorporated herein should be approved as presented; now therefore,

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

**Sec. 1. Termination of processing of land use applications.**

(1) Applications for land use action (hereafter "land use applications") shall be closed and the city will terminate the processing of land use applications when an applicant fails to submit additional information, revisions, or corrections as requested by the community development department ("department") within 180 calendar days from the date of the department's written request for additional information, revisions, or corrections. The director may extend the response period beyond 180 days if within that time period the applicant provides and subsequently adheres to a schedule approved by the director setting forth deadlines for submitting complete revisions, corrections, or other requested information.

Ordinance No. \_\_\_\_  
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(2) If the director terminates the processing of a land use application pursuant to DMMC 18.50.095, an applicant may reinitiate review by the department only by submitting a new land use application consistent with the provisions contained in the DMMC in effect at the time of resubmittal.

(3) This section shall apply to Land Use applications submitted prior to the effective date of this Ordinance; however, no Applications shall be terminated pursuant to this section prior to 180 days following the effective date of this Ordinance.

**Sec. 2. Codification.** Section 1 of this Ordinance shall be codified as a new DMMC section 18.20.095 entitled "Termination of processing of land use applications."

**Sec. 3. Severability - Construction.**

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

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

**Sec. 4. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

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

Ordinance No. \_\_\_\_  
Page 3 of 3

APPROVED AS TO FORM:

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

ATTEST:

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

Published:

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Co-Living Housing Ordinance

FOR AGENDA OF: December 4, 2025

ATTACHMENTS:

- 1. Draft Ordinance No. 25-090

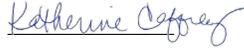
DEPT.OF ORIGIN: Community Development

DATE SUBMITTED: November 24, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to adopt Draft Ordinance No 25-090 Co-living Housing Ordinance.

**Suggested Motion**

**Motion: “I move to adopt draft Ordinance 25-090 adopting the Co-living Housing Ordinance.”**

**Background**

The 2024 Washington State legislative session passed several housing and land use bills, including Engrossed House Bill 1998. HB 1998 aims to explore co-living as a way to accommodate housing needs for the state’s growing population. This bill requires cities to allow co-living housing as a permitted use on all lots that allow at least six multifamily residential units, including on lots zoned for mixed-use development. State law requires all local governments in Washington State planning under the Growth Management Act to update their co-living regulations to comply with HB 1998 by December 31, 2025.

Co-living housing means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities with other sleeping units in the building. Co-living may also be known by various other names, including micro-units, dormitories, congregate living facilities, single room occupancy, rooming house, boarding house, lodging house, and residential suites.

Co-living housing offers many benefits, including providing market-rate rental housing options that are affordable to people in the workforce, offering an alternative to living with roommates, and creating living arrangements with shared community spaces that facilitate social interactions. It also increases affordable housing options near transit, helps to reduce sprawl and environmental impacts through infill development, and offers seniors options for downsizing while providing people of all ages opportunities to reduce loneliness and build community.

The code update process requires a thorough review of Des Moines's regulations to ensure they reflect new laws and requirements.

### **Discussion**

Council was presented this at the November 13 meeting. This is the second reading. The draft Co-living Housing ordinance which includes amendments to Des Moines Municipal Code (DMMC) 18.52.010A Residential use chart, DMMC 18.52.010B Commercial use chart, and adding a new chapter to Title 18 DMMC entitled "Co-living Housing". City staff prepared a draft ordinance of the proposed Co-living Housing regulations (Attachment 1).

City staff conducted a review of Des Moines's existing regulations to ensure consistency with HB 1998, RCW 36.70A.535, and the Washington State Department of Commerce's Co-living Guidance in Washington State. As a result of the review, proposed code amendments address affected zoning districts, general standards, and parking.

### **Framework**

City staff are proposing a draft ordinance which includes amendments to 18.52.010A Residential use chart, DMMC 18.52.010B Commercial use chart, and adding a new chapter to Title 18 DMMC entitled "Co-living Housing" to comply with HB 1998 and RCW 36.70A.535. Per these new legislative requirements, cities:

- Must comply with HB 1998 by December 31, 2025
- Must permit co-living housing on all lots that allow at least six multifamily residential units, including on lots zoned for mixed-use development
- May not require co-living housing to have room dimensional standards larger than that required by state building code, provide a mix of unit sizes or number of bedrooms, or include other uses
- May not require off-street parking within one-half mile walking distance of a major transit stop
- May not require more than 0.25 off-street parking spaces per sleeping unit
- May not require development standards to be more restrictive than those required for other types of multifamily residential uses in the same zone
- May only require a review, notice, or public meeting for co-living housing if it required for other types of residential uses in the same location (unless otherwise required by state law)
- May not exclude co-living housing from participating in affordable housing incentive programs
- May not treat a sleeping unit in co-living housing as more than one-quarter of a dwelling unit for purposes as calculating dwelling unit density

- May not treat a sleeping unit in co-living housing as more than one-half of a dwelling unit for purposes of calculating fees for sewer connections (unless the city makes a finding that the connection fees should exceed the one-half threshold)

**Proposed Amendments/Rationale:**

**Definitions.** The words or phrases defined in this section will have the indicated meanings.

- **“Co-living housing”** means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities, and may share bathroom facilities, with other sleeping units in the building.
- **“Major transit stop”** means a stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW; Commuter rail stops; Stops on rail or fixed guideway systems, including transitways; Stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or Stops for a bus or other transit mode providing actual fixed route service at intervals of at least 15 minutes for at least five hours during the peak hours of operation on weekdays.
- **“Sleeping unit”** means an independently rented or owned and lockable unit that provides living and sleeping space.
- **“Kitchenette”** means a room or part of a room which is used, intended, or designed to be used for basic food preparation, with a sink and at least one 120v electrical outlet.
- **“Kitchen”** means a room or part of a room which is used, intended, or designed to be used for preparing food. The kitchen includes facilities, or utility hookups for facilities, sufficient to prepare, cook, and store food, and wash dishes, including, at a minimum, countertops, a kitchen-style sink, space and utilities sufficient for a gas or 220/240v electric stove and oven, and a refrigerator.
- **“Shared kitchen”** means a kitchen that is used, intended, or designed to be used by residents of multiple dwelling or sleeping units for preparing food simultaneously.

**Zoning Districts.** HB 1998 applies to all that allow at least six multifamily residential units, including on lots zoned for mixed-use development. The zoning districts include:

- RA-3,600: Attached Townhouse and Duplex 3,600 Zone;
- RM-2,400: Multifamily 2,400 Zone;
- RM-1,800: Multifamily 1,800 Zone;
- RM-900: Multifamily 900 Zone;
- RM-900A: Multifamily 900A Zone;
- RM-900B: Multifamily 900B Zone;
- PR-R: Pacific Ridge Residential;
- I-C: Institutional Campus;
- C-C: Community Commercial;
- D-C: Downtown Commercial;
- PR-C: Pacific Ridge Commercial; and
- T-C: Transit Community Zone.
- Those excluded are Single Family Residential (SFR) Zones designated as RS-15,000; RS-9,600; RS-8,400; RS-7,200 and RS- 4,000, RS-E, R-SR, N-C, B-P, H-C, and W-C as these zones do not permit six multifamily residential units, including on lots zoned for mixed-use development.

**General Standards.** Co-living housing would be subject to the development standards of the underlying zone in which it is located. Room dimensional standards will minimally meet the Washington State building code, including dwelling unit size, sleeping unit size, room area, and habitable space. Co-living

units may be provided in a mix of sizes and number of rooms. Sleeping units may include kitchenettes but may not include kitchens. For purposes of calculating dwelling unit density, a sleeping unit in co-living housing is no more than one-quarter of a dwelling unit. Where open space standards are applied based on the number of dwelling units, one half of the open space requirement will be required for sleeping units that is required of dwelling units. Co-living housing is not required to include other types of land uses.

**Parking.**

Under HB 1998, no off-street parking shall be required for co-living units within one-half mile walking distance of a major transit stop. Off-street parking shall be provided at a rate of 0.25 off-street parking spaces per sleeping unit. Parking requirements of the underlying zoning district apply, if the project site is located within a mile radius of the Sea-Tac Airport. Parking requirements may be defined by an empirical study, approved by Commerce.

**Processing and Administration**

The review, notice, or public meeting requirements for co-living housing shall be the same as those required for other types of residential uses in the same location, unless otherwise required by state law. Additionally, co-living housing developments may be included in affordable housing incentive programs, such as RCW 36.70A.540. For purposes of calculating sewer connection fees, a sleeping unit in co-living housing is no more than one-half of a dwelling unit, unless a finding, based on facts, is made that the connection fees should exceed the one-half threshold.

**Alternatives**

State law (RCWs 36.70A.535) requires all local governments planning under the Growth Management Act (GMA), to revise their regulations by December 31, 2025, to conform with current requirements. If a city or county does not amend its rules to be consistent with the law, the statute will "supersede, preempt and invalidate any conflicting local development regulations." RCW 36.70A.535(9)(b)

**Financial Impact**

Unknown.

**Recommendations/Concurrence**

Staff recommends adopting Draft Ordinance 25-090 relating to land use and updating regulations related to co-living housing.

**CITY ATTORNEY'S FIRST DRAFT 10/24/2025**

**DRAFT ORDINANCE NO. 25-090**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the land use, implementing and regulating co-living housing, amending DMMC 18.01.050, 18.52.010A, 18.52.010B, and adding a new chapter to Title 18 DMMC entitled "Co-living housing".

**WHEREAS**, in 2024 the Washington state Legislature passed Engrossed Substitute House Bill (ESHB) 1998 (chapter 180, laws of 2024), creating new section RCW 36.70A.535, related to co-living housing, and

**WHEREAS**, in passing ESHB 1998 the Legislature found that Washington state is experiencing a housing affordability crisis, and

**WHEREAS**, the Legislature further found that co-living housing is a type of housing that can provide rental housing affordable to people with moderate to low incomes without requiring public funding, and co-living housing historically provided a healthy inventory of rental housing until the mid-20th century when local governments began adopting restrictive zoning and other rules prohibiting or making it impractical to building or operate co-living housing, and

**WHEREAS**, On October 27, 2025, the City submitted the proposed amendment to the Washington State Department of Commerce for its expedited 30-day review and received documentation of completion of the procedural requirement (Submittal ID 2025-S-11051), and

**WHEREAS**, the changes proposed by this ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the appropriate comment has expired and is not subject to legal challenge under chapter 43.21C RCW, and

**WHEREAS**, the Des Moines City Council held a duly noticed public hearing on November 13, 2025, and

**WHEREAS**, based on the careful consideration of the facts and law, the City Council finds that the proposed amendments

attached and incorporated herein should be approved as presented; now therefore,

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

**Sec. 1.** DMMC 18.01.050 and section 5 of Ordinance No. 1591 as amended by section 1 of Ordinance No. 1628 as amended by section 1 of Ordinance No. 1655 as amended by section 3 of Ordinance No. 1661 as amended by section 3 of Ordinance No. 1669 as amended by section 15 of Ordinance No. 1671 as amended by section 1 of Ordinance No. 1697 as amended by section 3 of Ordinance No. 1714 as amended by section 2 of Ordinance No. 1719 as amended by section 1 of Ordinance No. 1737 as amended by section 1 of Ordinance No. 1750 section 1 of Ordinance No. 1820 section 1 of Ordinance No. 1821 are each amended to read as follows:

**Definitions.**

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

...

"Closed record appeal" shall have the meaning given such term in DMMC 18.20.240.

"Co-living housing" means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities, and may share bathroom facilities, with other sleeping units in the building.

"Commercial parking lot" means a building site, exclusive of public rights-of-way, or building dedicated to the parking of more than 10 passenger vehicles, serving patrons, occupants, and/or employees of a permitted use(s) not located on the site of the parking facility.

...

"Zone" means an area accurately defined as to boundaries and location on an official map and within which area only certain types of land uses are permitted, and within which other types of land uses are excluded, as set forth in this Title.

**Sec. 2.** DMMC 18.52.010A, and those parts of the Residential Use Chart and Limitation 1, and section 132 of Ordinance No. 1591 as amended by section 7 of Ordinance No. 1655 as amended by section 2 of Ordinance No. 1697 as amended by section 8 of Ordinance No. 1737 as amended by section 2 of Ordinance No. 1750 as amended by section 5 of Ordinance No. 1775 as amended by section 2 of Ordinance No. 1820 as amended by section 2 of Ordinance No. 1821 are each amended as follows:

**Residential Use Chart.**

Use is: P: Permitted	SFR	RA- 3600	RM- 2400	RM- 1800	RM- 900	RM- 900A	RM- 900B	R-SE	R- SR> 3500 0	R- SR< 3500 0	PR-R
P/L: Permitted but with special limitations											
CUP: Conditional use review required											
UUP: Unclassified use review required											
Accessory buildings and uses	P/L [1]	P/L[ 1]	P/L[ 1]	P/L[ 1] [16 1]	P/L [1] [1 6]	P	P	P/L[ 1] [27 1]	P/L[ 1] [27 1]	P/L[ 1]	P
<u>Co-living housing</u>		<u>P/L</u> [54]	<u>P/L</u> [54]	<u>P/L</u> [54]	<u>P/L</u> [54]	<u>P/L</u> [54]	<u>P/L</u> [54]				<u>P/L</u> [54]

...											
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1. Accessory Buildings and Uses. This regulation applies to all parts of Table 18.52.010A that have a [1].

...

54. Co-living housing. This regulation applies to all parts of Table 18.52.010A that have a [54].

Additional requirements for Co-living housing per sections 4 through 11 of this ordinance.

**Sec. 3.** DMMC 18.52.010B, and those parts of the Commercial Use Chart and section 133 of Ordinance 1591 as amended by section 12 of Ordinance 1601 as amended by section 8 of Ordinance 1618A as amended by section 2 of Ordinance 1644 as amended by Section 1 of Ordinance 1645 as amended by section 8 of Ordinance 1655 as amended by section 4 of Ordinance 1656 as amended by section 2 of Ordinance 1661 as amended by section 2 of Ordinance 1669 as amended by section 1 of Ordinance 1672 as amended by section 3 of Ordinance 1697 as amended by section 1 of Ordinance 1701 as amended by section 2 of Ordinance 1714 as amended by section 1 of Ordinance 1719 as amended by section 9 of Ordinance 1737 as amended by section 3 of Ordinance 1750 as amended by section 5 of Ordinance No. 1775 are each amended as follows:

**Commercial Use Chart.**

Use is:	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
P: Permitted									
P/L: Permitted but with special limitations									
CUP: Conditional use review required									
UUP: Unclassified use review required									

Accessory buildings and uses (as described in the applicable zone)	P	P	P	P	P	P	P	P	P
<u>Co-living housing</u>		<u>P/L</u> [94]		<u>P/L</u> [94]	<u>P/L</u> [94]		<u>P/L</u> [94]	<u>P/L</u> [94]	
...									

1. Accessory Buildings and Uses. This regulation applies to all parts of Table 18.52.010A that have a [1].

...

94. Co-living housing. This regulation applies to all parts of Table 18.52.010B that have a [94].

Additional requirements for Co-living housing per sections 4 through 11 of this ordinance.

**NEW SECTION Sec. 4. Title.**

This chapter shall be entitled "Co-living housing".

**NEW SECTION Sec. 5. Application.**

Co-living housing is a permitted use on any lot located within an urban growth area that allows at least six multifamily residential units, including on a lot zoned for mixed-use development, excluding lots where six units are permitted only through an affordable housing density bonus, such as under RCW 36.70A.635(1)(b)(iii). Co-living is permitted use in the following zoning districts: RA-3,600, RM-2,400, RM-1,800, RM-900, RM-900A, RM-900B, PR-R, I-C, C-C, D-C, PR-C, and T-C.

**NEW SECTION Sec. 6. Purpose.**

The purpose in providing for co-living is to authorize the development of rental homes affordable to people with moderate to low incomes that do not require any public funding, and to be consistent with RCW 36.70A.535.

Co-living housing provides options for people who:

- (1) Wish to lower their housing expenses by paying less for a smaller home;
- (2) Prefer a living arrangement with shared community spaces that facilitate social connections; or
- (3) Want a low-cost, more private alternative to having a roommate in a traditional rental;

Co-living housing supports workforce housing, reduces pressure on the limited amount of publicly-funded affordable housing, provides housing for seniors and other single-person households which reduces demand for family-sized rentals, and supports very low-income people, supportive and recovery housing, and "housing first" homes for the formerly homeless.

Co-living housing is well-suited for the conversion of office buildings to housing, because it typically requires less plumbing and fixtures for kitchens and bathrooms, while meeting the state building codes for modern health and safety standards.

Co-living housing, because the units are small, is inherently more energy efficient than standard apartments, both saving residents money and reducing the state's energy demand.

When located near transit hubs, employment centers, and public amenities, co-living housing helps achieve greenhouse gas reduction goals by increasing walkability, shortening household commutes, curtailing sprawl, and reducing the pressure to develop natural and working lands.

**NEW SECTION Sec. 7. Authority.**

This chapter is adopted pursuant to the provisions of RCW 36.70A.535 and other applicable laws.

**NEW SECTION Sec. 8. Definitions.**

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

(1) "Co-living housing" means a residential development with sleeping units that are independently rented and lockable and provide living and sleeping space, and residents share kitchen facilities, and may share bathroom facilities, with other sleeping units in the building.

(2) "Major transit stop" means:

(a) A stop on a high capacity transportation system funded or expanded under the provisions of chapter 81.104 RCW;

(b) Commuter rail stops;

(c) Stops on rail or fixed guideway systems, including transitways;

(d) Stops on bus rapid transit routes or routes that run on high occupancy vehicle lanes; or

(e) Stops for a bus or other transit mode providing actual fixed route service at intervals of at least 15 minutes for at least five hours during the peak hours of operation on weekdays.

(3) "Sleeping unit" means an independently rented or owned and lockable unit that provides living and sleeping space.

(4) "Kitchenette" means a room or part of a room which is used, intended, or designed to be used for basic food preparation, with a sink and at least one 120v electrical outlet.

(5) "Kitchen" means a room or part of a room which is used, intended, or designed to be used for preparing food. The kitchen includes facilities, or utility hookups for facilities, sufficient to prepare, cook, and store food, and wash dishes, including, at a minimum, countertops, a kitchen-style sink,

space and utilities sufficient for a gas or 220/240v electric stove and oven, and a refrigerator.

(6) "Shared kitchen" means a kitchen that is used, intended, or designed to be used by residents of multiple dwelling or sleeping units for preparing food simultaneously.

**NEW SECTION Sec. 9. General Standards.**

Room dimensional standards shall minimally meet the Washington State building code, including dwelling unit size, sleeping unit size, room area, and habitable space;

(1) Co-living units may be provided in a mix of sizes and number of rooms;

(2) Co-living developments are not required to include other types of land uses;

(3) For purposes of calculating dwelling unit density, a sleeping unit in co-living housing is no more than one-quarter of a dwelling unit.

(4) Sleeping units may include kitchenettes, but shall not include kitchens;

(5) Where open space standards are applied based on the number of dwelling units, one half of the open space requirement will be required for sleeping units that is required of dwelling units.

**NEW SECTION Sec. 10. Parking.**

(1) Off-street parking shall be provided at a rate of 0.25 off-street parking spaces per sleeping unit;

(2) No off-street parking is required for co-living units within one-half mile walking distance of a major transit stop as defined in RCW 36.70A.030;

(3) Parking requirements may be defined by an empirical study, approved by Commerce.

(4) Parking requirements of the underlying zoning district apply, if the project site is located within a mile radius of the Sea-Tac Airport.

**NEW SECTION Sec. 11. Processing and Administration.**

(1) The review, notice, or public meeting requirements for co-living housing shall be the same as those required for other types of multifamily residential uses in the same location, unless otherwise required by state law.

(2) Co-living housing development may be included in an affordable housing incentive program, such as RCW 36.70A.540.

(3) For purposes of calculating sewer connection fees, a sleeping unit in co-living housing is no more than one-half of a dwelling unit, unless a finding, based on facts, is made that the connection fees should exceed the one-half threshold.

**Sec. 12. Codification.** Sections 4 through 11 of this ordinance shall be codified as a new chapter in Title 18 DMMC.

**Sec. 13. 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. 14. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

Ordinance No. \_\_\_\_  
Page 10 of 10

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

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Adoption of 2026 City Council State  
Legislative Priorities

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: November 24, 2025

ATTACHMENTS:

- 1. City of Des Moines Draft State Legislative  
Priorities

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to adopt the 2026 City Council State Legislative Priorities for the 2026 Legislative Session.

**Suggested Motion**

**Motion:** "I move to adopt the 2026 City of Des Moines State Legislative Priorities."

**Background**

The Council has discussed their State Legislative Agenda several times, the most recent being on November 6 and October 2, 2025. The attached document reflects the feedback and discussion from those meetings.

Since the last update on November 6, the Washington State Economic and Revenue Forecast Council has released its final revenue forecast of the year. The results reflect a mixed outlook. For the current biennium (ending June 30, 2027), projected tax revenues have increased by approximately \$105 million compared to the September forecast. However, projections for the subsequent biennium have decreased by roughly \$185 million, resulting in a net decline of about \$80 million when looking ahead, as required for state budget planning.

When combined with earlier forecast adjustments, the Legislature is now expected to focus on bringing the state budget back into balance. The overall shortfall is estimated at approximately \$390 million for the current biennium and roughly \$900 million for the next.

Ways & Means Chair June Robinson has told Senators to not bother to ask for new money this session as there aren't funds to meet current needs.

Governor Ferguson will issue his first proposed budget in December.

The 2026 session convenes January 12, 2026 and is scheduled for 60-days, ending March 12, 2026.

Draft 2026 Legislative Priorities are attached to this item.



## 2026 City of Des Moines City Council State Legislative Priorities

### Public Safety

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

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

### Airport Issues

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

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

### Historic Preservation

Support historic preservation funding opportunities in Des Moines.

### Ferry Development

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

### Funding

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

**City of Des Moines Projects.** The City of Des Moines Council recognizes the challenging State budget and is not requesting earmarks for Des Moines public works projects in the 2026 session. ***We thank our Legislators*** for their support in past years.

*For information, please contact City of Des Moines Legislative Advocate  
Anthony Hemstad, 253.335.9163, [anthony@hemstad.us](mailto:anthony@hemstad.us)*

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Collective Bargaining Agreement:  
Police Guild

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: City Manager's Office

ATTACHMENTS:

DATE SUBMITTED: November 25, 2025

1. Collective Bargaining Agreement by and between City of Des Moines, Washington and Police Guild ("PG") (Representing commissioned officers)

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_
- Legal */s/ TG*
- Finance *MM 21*
- Human Resources *Adrienne Johnson-Newton*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is to review and approve the Collective Bargaining Agreement ("Agreement") between the City of Des Moines and the Police Guild for the period, effective upon ratification through December 31, 2027.

**Suggested Motion**

**Motion 1:** "I move to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Police Guild and to authorize the City Manager to sign the Agreement substantially in the form as attached."

### **Background**

The City and the Police Guild (PG) began negotiations on November 13, 2024, for the Police Guild collective bargaining agreement covering 2025–2027. The City and the PG met thirteen (13) times over eleven (11) months to review proposals, exchange options, and work toward mutually acceptable solutions. Both teams remained fully committed to problem-solving and interest-based dialogue throughout the process, which allowed the parties to reach a tentative agreement on October 7, 2025.

### **Discussion**

The City successfully negotiated a compensation and benefits package with the Police Guild that both respects our long-term financial constraints and ensures staff receive equitable, predictable wages. This agreement supports responsible public stewardship by establishing clear, stable cost projections across all three years of the contract, including a consistent three (3)% percent general wage increase for 2025, 2026 and 2027. Predictable, moderate wage increases create stable long-term budgeting for the City while helping employees keep pace with inflationary pressures.

The agreement also maintains the City’s existing benefit structure including medical, dental, and disability coverages without expanding employer cost exposure. Preserving these plans avoids premium volatility and prevents unplanned increases in the City’s annual benefit obligations.

The Agreement also modernizes several scheduling and leave-administration practices. Formal shift bidding and vacation bidding create a clearer and more equitable process for employees to select preferred assignments, while also giving supervisors stronger tools for planning, coverage, and service continuity. The updated vacation payout provision ensures that separating employees are paid no more than their maximum accrual limit. Under the prior rules, employees could accrue above their maximum mid-year and receive that higher amount if they separated before year-end. The revised language aligns payouts with the established maximum accrual, improving consistency across the bargaining group and preventing unanticipated budget impacts.

Operationally, the contract formally adopts the Corporal Program to recognize employees who take on leadership responsibilities when a Sergeant is not available—providing a structured incentive for skill development, succession planning, and continuity of supervision in a small-agency environment. The Agreement also formally recognizes the Neighborhood Liaison assignment, providing clarity, consistency, and acknowledgment for employees performing enhanced community engagement and problem-solving duties. Collectively, these changes strengthen recruitment, retention, career development, and operational stability, while ensuring the City remains a responsible steward of public funds.

### **Alternatives**

The Council could choose not to approve the Agreement and direct the City Manager to move forward with the mediation process. (Not recommended).

### **Recommendation or Conclusion**

Administration recommends approval of the proposed Agreement as it is aligned with changes and compromises authorized by the Council and is comparable to agreements with other employee groups.

COLLECTIVE BARGAINING AGREEMENT  
BY AND BETWEEN  
CITY OF DES MOINES and DES MOINES POLICE GUILD

**ARTICLE 1. PURPOSE**

The purpose of the Employer and Guild in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and working conditions for the employees in the Bargaining Unit so as to promote the efficiency of law enforcement, public safety, morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the Employer, the Guild and the employees.

**ARTICLE 2. DEFINITIONS**

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Guild" means the Des Moines Police Guild.
- C. "Employee" means regular full-time and regular part-time commissioned officers (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to regulation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full-time and regular part-time commissioned officers, excepting the Chief of Police, Assistant Chief of Police and Commanders.
- E. "Department" means the Des Moines Police Department.
- F. "Probationary Employee" means an employee in the twelve (12) month probationary period following completion of FTO status, or as extended thereafter.

**ARTICLE 3. RECOGNITION**

- A. The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the employees in the Bargaining Unit.
- B. Within thirty (30) days of hire or transfer into the bargaining unit, each employee has the option to attend a thirty (30) minute orientation session with the designated Guild representative. The purpose of the orientation is for the Guild to provide information related to coverage under this Agreement and enrollment in Guild membership.

- C. Upon proper written authorization from an employee within the bargaining unit, the Employer agrees to deduct from the wages of that employee, a sum as certified by the Guild secretary, twice each month and forward the sum to the Guild, within seven (7) working days after the payroll withholding date. Any employee who wishes to cancel the written authorization for dues deduction must notify the Employer and Guild in writing, at which time the Employer will discontinue the deduction.
- D. The Employer **will** provide a monthly report to the Guild transmitted with transfer of deducted dues owed to the Guild (“the transferred amount”). Such report shall indicate 1) all individuals who had dues withheld as part of the transferred amount, and the amount withheld and transmitted on behalf of that individual; 2) a list of all employees who did not have dues withheld as part of the transferred amount; 3) a list of all employees commencing employment since the preceding report; and 4) all employees in the preceding month who requested discontinuance of payroll deduction of dues.
- E. The Guild agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by third parties as a result of any action taken or not taken by the Employer under the provisions of this article, pursuant to authorization by the Guild.
- F. The Guild agrees to refund to the City any amounts paid to it in error on account of the provisions of this article upon presentation of proper evidence.

#### **ARTICLE 4. NON-DISCRIMINATION AND COMPLIANCE**

The Employer and Guild will cooperate to ensure that no employee is discriminated against by reason of membership or non-membership in the Guild. The Employer and Guild will also cooperate to assure compliance with non-discrimination laws. The parties agree that there shall be no unlawful discrimination and both shall comply with Federal, State and Local laws.

#### **ARTICLE 5. EMPLOYER RIGHTS**

It is recognized that the City of Des Moines retains the right to make decisions, manage the affairs of the City, and direct the work force, whether or not such rights have been previously exercised. Such functions include, but are not limited to:

1. The City has the authority to adopt rules and policies for the operation of the Department and conduct of its employees provided such rules are not in conflict with provisions of this Agreement or with applicable law.
2. To organize and reorganize the structure, work or reporting relationships within the department.

3. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement, in accordance with Article 16 of this Agreement.
4. To discipline or discharge for just cause.
5. To determine the promotional opportunities and need for, and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
6. To determine job descriptions and job content.
7. To implement new, and to revise or discard old equipment, tools and facilities.
8. To assign work and equipment, schedule employees, and establish and change work schedules so long as the schedules and changes are not inconsistent with the scheduling provisions of Article 7.
9. To determine the City budget and financial policies.
10. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State Law, Civil Service rules, or other specific provisions of this Agreement.
11. To establish reasonable work and productivity standards and from time to time to change those standards.
12. Select and determine the number of employees, including the number assigned any particular work, and increase or decrease that number.
13. Determine the necessity for, and schedule which overtime shall be worked.
14. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
15. To inspect locker or other spaces assigned to Employees, except as restricted by Article 15, and provided notice is granted to the Employer.

The City retains the right to exercise its management rights as described above but nothing herein shall constitute a waiver of the Guild's right to bargain impacts to mandatory subjects of bargaining.

## **ARTICLE 6. COMMUNICATION**

In order to facilitate continued good communications between the Guild and the Employer, the Employer and the Guild shall meet once a month or more often if needed, to raise issues that require discussion between and input from both parties. An annual calendar of these meetings will be established before January 15<sup>th</sup> of each year this Agreement is in effect.

## **ARTICLE 7. PERFORMANCE OF DUTY**

The Guild and the Employer agree that there shall be no strikes, walk-outs, slow-downs, stoppages of work, "sick outs," or any interference with the efficient operation of the department.

## **ARTICLE 8. HOURS OF WORK AND OVERTIME (City withdraws opener on Power Shift 12p-12a)**

**A. Schedule Defined.** For employees working a six-day work week, three days on/three days off, 12-hour shift, the applicable 7(k) work period shall be 24 days.

- a. The City of Des Moines values transparency and fairness in the assignment of patrol shifts and recognizes the importance of incorporating employee input in the scheduling process.

On an annual basis, typically in October, the City will conduct a shift bidding process in accordance with the department's staffing policy, maintained in the Des Moines Police Department policy manual. This process will allow Guild members to express shift preferences and will consider seniority within classification as one of the factors in making assignments.

While every effort will be made to align shift assignments with employee preferences and seniority, final shift assignments will be determined by the City based on the operational needs of the department, including but not limited to staffing levels, coverage requirements, and specialized assignments.

The City and the Guild agree to periodically review and, as needed, update the staffing policy to ensure it remains responsive to both organizational needs and employee considerations.

**B. Patrol.** (City withdraws opener on Kelly Time). Patrol schedule shall consist of a six (6) day work week, consisting of three (3) consecutive days of work and three (3) consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12-hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six-month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six-month period and employment with the City is terminated prior to the end of the fifth month of the six-month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final paycheck.

**C. Detectives.** Detective schedule shall consist of a seven (7) day workweek, consisting of four (4) consecutive days of work and three (3) consecutive days off. The shift will be ten (10) hours in duration.

**D. Traffic Safety Unit.** The schedule for Police Officers assigned to the Traffic Safety Unit shall consist of a seven (7) day work week, consisting either of four (4) consecutive days of work and three (3) consecutive days off at ten (10) hours per day, or five (5) consecutive

days of work and two (2) consecutive days off at eight (8) hours per day. If assigned to an eight (8) day work week, consisting of four (4) consecutive days of work and four (4) consecutive days off, the workday will be twelve (12) hours in duration. Each employee assigned a twelve (12) hour shift will receive fifty-five (55) hours of Kelly time on January 1, to be used by June 30, and an additional fifty-five (55) hours of Kelly time on July 1, to be used by December 31<sup>st</sup>. Unused Kelly time will not carry over from one six-month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six-month period and employment with the City is terminated prior to the end of the fifth month of the six-month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final paycheck.

**E. K9 Unit.** The schedule for Police Officers assigned to the K9 Unit shall consist of a seven (7) day work week, with four (4) consecutive days of work and three (3) consecutive days off at ten (10) hours per day. The K9 Officer will be compensated one (1) hour per ten (10) hour shift for K9 care and maintenance (Kennel Time). The Kennel Time will be compensated at the K9 Officer's regular pay rate unless required to forego the Kennel Time for shift coverage. Then this additional time worked is paid at one and one-half (1.5) hours. When a K9 unit is assigned to a patrol team, the K9 Officer will work the patrol shifts scheduled hours of the team he/she is assigned. When the K9 Officer is assigned to a patrol team he/she will receive one (1) hour of compensatory time for every twelve (12) hour shift worked. The K9 Officer may elect to take the one (1) hour off at the end of the shift in lieu of the compensatory time at the discretion of the on-duty supervisor.

**G. Employer Scheduling Right.** The Employer reserves the right to schedule individual hours of work, shift assignments, days off, and to schedule overtime.

1. **Short-term Schedule Changes.** To maintain balanced teams and for other operational purposes, the Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The parties recognize that during the probationary period, employees do not necessarily work set schedules and advance notification of such work changes does not apply. Nevertheless, the Employer will make a reasonable effort to notify probationary employees of changes seven (7) days in advance. Short-term schedule changes shall be defined as a period of up to one hundred and eighty (180) days.
2. **Long-Term Schedule Changes.** The Employer may change regular long-term schedules and work weeks listed in A, B, C and D above, provided the Employer agrees to bargain such changes with the Guild, in accordance with RCW 41.56.

**H. New Positions.** The Employer retains the right to schedule any new positions or assignments created within the police department, as needed to meet the needs of the community. The Employer will follow the scheduling provisions of this article as well as consult with and seek input from the Guild on scheduling of new positions.

- I. Overtime.** All overtime will be paid at a rate of one and one half (1-1/2) times the employee's regular hourly rate. Overtime will be paid for any time worked in excess of the employee's scheduled workday or scheduled workweek. Scheduled overtime will be offered first on a voluntary basis, provided that there are enough volunteers to meet public safety requirements. If there are not enough volunteers to meet public safety requirements, shift extension overtime shall be mandatory except where the employee subject to holdover has a pre-scheduled conflict that has been communicated to their supervisor at the start of their shift. Overtime will be calculated in fifteen (15) minute increments.
- J. Compensatory Time.** At the employee's discretion, the employee may choose to take compensatory time in lieu of overtime pay. All compensatory time accumulated will be accrued at a rate of one and one half (1-1/2) hours for each overtime hour worked. The employee shall indicate whether he/she is accruing compensatory time or overtime in the pay period earned. The maximum amount of compensatory time that may be accumulated shall be equivalent to eighty (80) hours. An employee may submit a request in writing to the Chief of Police to carry over more than the allowed amount for that employee. This request is subject to final approval from the City Manager and/or designees. Compensatory time can be carried over from year to year. An employee can choose to cash in compensatory time at their regular rate of pay for any pay period between the months of January through October indicated by the employee. The use of compensatory time will be governed by the same criteria as vacation time. Any accrued compensatory time not used prior to an employee's separation from service will be paid on the last paycheck.
- K. Shift Extensions.** Shift extensions are paid at the employee's overtime rate of pay or in compensatory time off.
- L. Emergency Call Back.** In the event an employee is called back to work in an emergency, more than one hour before or more than one-half hour after normal duty hours, the employee will be compensated at the employee's overtime rate with a four (4) hour minimum. If the work time continues into normal duty hours, the employee's regular rate shall be paid for the hours worked during their normal duty hours. If the employee is held over after their shift, it will be considered a shift extension and there will be no four (4) hour minimum unless there is a break in excess of one-half hour after normal duty hours. Off-duty calls or work are not considered "called back to work" unless Employees are required to return to the workplace and are paid at the normal overtime rate to the closest fifteen (15) minute increment.
- M. On-Call Detectives.** Employees who are assigned to work as Detectives are required to rotate serving on an on-call status. Detectives who are on-call and are called into work are required to respond and are limited in their personal activities. Given the inconvenience in serving on-call outside of regularly scheduled work hours, Detectives who are on-call shall be compensated at the rate of \$20 per day (\$140 per week) while they are serving in

an on-call status. Detectives who are called back to work outside their regularly scheduled shift shall be entitled to call back pay.

**N. Court.** When a court appearance falls outside the normal duty hours, the employee will be paid at the overtime rate with a four (4) hour minimum. A court appearance is any appearance directed by a subpoena or court-related conference requested by the prosecutor or judge.

**O. Standby Status.** Employees may be placed on “Standby” status by the Police Chief, when it is anticipated that they may be called back to duty. Such status requires that the Employee be available to respond by telephone within fifteen (15) minutes and to return to the station within forty-five (45) minutes. When placed on standby status, employees will remain near a telephone (unless equipped with a pager, in which case the employee shall remain within paging distance) and will leave a number where they can be reached. Employees placed on standby by the City shall be paid at \$15.00 per hour. Standby at the request of an authorized court officer shall be confirmed and authorized daily by the Police Chief or designee. Standby duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits. If the Employee is called back to work while on standby status, standby pay will cease.

**P. Mandatory Training or Meetings.**

a. **General Rule – Overtime and 4-Hour Minimum.** Employees who are required to attend a training or meeting outside of their regular work schedule, including on their scheduled day off, will be paid at the overtime rate, with a minimum of four (4) hours of pay, unless one of the exceptions in this section applies.

b. **Exception – Meetings Within One Hour of Shift.** If a required training or meeting is scheduled to start within one (1) hour before or end within one (1) hour after an employee’s regular shift, the employee will be paid overtime for the actual time worked, but the four-hour minimum will not apply.

This applies to:

- Short training sessions or meetings that are less than one day long, and
- All-staff meetings scheduled by the department or the City.

If the training or meeting begins more than one hour before or after the shift, or occurs on a regularly scheduled day off, the four-hour minimum will apply. If a meeting begins within one hour before a shift but continues past the end of the shift, the time beyond the shift will be paid at the overtime rate, but the four-hour minimum still does not apply—unless the total time before and after the shift exceeds one hour.

c. **Virtual Attendance.** Employees who attend a required training or meeting virtually will be paid according to the same rules above. If the meeting is outside of the employee’s normal shift, it will be paid at the overtime rate, rounded to the

nearest 15 minutes, with the four-hour minimum applying only when the meeting is:

- More than one hour outside the shift start or end, or
- On the employee's regularly scheduled day off.

If the employee is scheduled to work and attends the meeting virtually during their shift, it is treated the same as attending in person and paid as regular work time.

- d. **Trainings During the Regular Shift (Less Than Full Day).** If a required training falls during an employee's regular shift but doesn't last the full day:
- The employee will be paid for the actual hours in training, and
  - The employee can either return to work for the rest of their shift or use Kelly, vacation, comp time, or holiday leave to cover the remainder.

- e. **Trainings on a Scheduled Day Off.** If a required training session of one (1) day or more falls on an employee's scheduled day off, the supervisor may adjust the schedule so that the training day becomes a regular workday. In that case, the employee will be paid at straight time, and the four-hour minimum does not apply.

If the training is added in addition to the employee's regular workweek, or the employee is not rescheduled, the training will be compensated at the overtime rate with a four (4) hour minimum, consistent with Section A.

If the training session replaces a regularly scheduled shift, the employee will be paid at the straight time rate for that day.

- Q. Working out of Classification.** Employees temporarily assigned to work at a supervisory classification for one full shift or more shall be paid an additional seven and one half percent (7.5%) of base pay for the hours worked at the higher classification. Corporals are not included in this section and receive a separate premium for all hours worked, which is inclusive of any required out of classification work.

#### **ARTICLE 9. VACATION**

Annual paid vacation shall be granted to all full-time employees and part-time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Carryover</u>
0-3 years	8 hours per month	255 hours
4-6 years	10 hours per month	270 hours
7-10 years	12 hours per month	288 hours
11-15 years	14 hours per month	336 hours
16+ years	16 hours per month	384 hours

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked for calculation of overtime. Employees may not cash out more than the applicable Annual Carryover at the time of separation.

Employees will continue to earn vacation leave while on paid City sick leave, vacation leave, holiday leave and/or Kelly time leave. Employees shall not earn any vacation leave benefits during a suspension without pay or a leave without pay. Vacation shall be earned on a pro-rata basis when paid and unpaid leave types are utilized in the same pay period.

In conjunction with the shift bidding process, the City will implement a vacation bidding process, also governed by the department's staffing policy. This process will allow Guild members to identify preferred vacation periods for the upcoming calendar year, with seniority within classification serving as one of the guiding considerations.

While every effort will be made to accommodate vacation preferences, approvals will be based on operational needs and adequate staffing levels. It is the City's intent to ensure that employees are able to utilize their accrued leave during the calendar year.

The City and the Guild agree to periodically review both the shift and vacation bidding processes to ensure they remain equitable, transparent, and responsive to organizational and employee needs.

#### **ARTICLE 10. LEAVES**

**Sick Leave.** All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours each calendar month of continuous employment. Such sick leave shall be separated into two (2) separate accrued banks: "State sick leave" and "City sick leave." Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.

A. All employees shall accrue one (1) hour of paid State sick leave for every forty (40) hours worked. Employees are not entitled to accrue State sick leave for hours paid while not working (such as during a suspension without pay, leave without pay, vacation, paid holidays, or while using State sick leaves).

B. In addition, regular full-time employees shall accrue City sick leave, which when combined with their State sick leave, will total eight (8) hours of sick leave per month (prorated for part-time employees).

- State sick leave + City sick leave = (8) hours of sick leave per month

Such sick leave will be accrued each pay period as follows:

- State sick leave + City leave = (4) hours of sick leave per pay period

C. State sick leave benefits accrue from the date of employment and employees are entitled to use their accrued State sick leave beginning on the ninetieth (90<sup>th</sup>) calendar day after the start of their employment. City sick leave benefits are earned from the date of employment and may be utilized from date of employment.

- D. Employees will continue to earn City sick leave while on paid City sick leave, vacation leave, holiday leave and/or Kelly time leave. Employees shall not earn any City sick leave benefits during a suspension without pay or a leave without pay. City sick leave shall be earned on a pro-rata basis when paid and unpaid leave types are utilized in the same pay period.
- E. Unused State sick leave balances in excess of forty (40) hours remaining at the end of the calendar year shall be credited to the employee's City sick leave balance the following year. State sick leave balances of forty (40) hours or less must carry over to the following calendar year.
- F. City sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- G. Accrued State sick leave must be utilized first, followed by City sick leave once the employee's State sick leave is exhausted.
- H. State and/or City sick leave hours used are to be considered hours worked for calculation of overtime, provided that:
  - 1. Employees who are pre-scheduled to work overtime and utilize State and/or City sick leave in the same work week prior to working the overtime shall be removed from the overtime schedule and the overtime shall be offered to all eligible employees using the current process for scheduling overtime. If no other employee is able to work the overtime and the need for overtime work still exists, the employee originally scheduled may work the overtime at the overtime rate.
  - 2. Employees who utilize State and/or City sick leave in a work week and are not scheduled to work overtime at the time the sick leave is used may subsequently work extra hours and be paid at the overtime rate.
- I. All State and City sick leave used in conjunction with an L & I injury shall be counted as hours worked for calculation of overtime.
  - 1. **On-Duty Injuries:** Employees injured in the line of duty and who receive total temporary disability payments under RCW 51.32.0909, will not be required to augment their L & I time loss payments with their sick leave hours. The City shall pay the entire disability supplement portion, both employer and employee, for up to twenty-one (21) days. After twenty-one (21) days, the City of Des Moines LEOFF 2 Disability Leave Supplement Program shall apply. The City Manager shall have the

discretion on a case by case basis, to extend the twenty-one (21) day limit in the event of a significant on-duty injury.

- J. LEOFF II employees shall have no maximum accrual of City sick leave hours.
- K. State and City sick leave may be utilized according to the rates contained in the City of Des Moines Personnel Manual.
- L. Employees covered by this Agreement with a sick leave balance over one hundred and fifty (150) hours, as of January 1, shall have twelve (12) hours of their City sick leave accrual cashed and deposited into their 457 Deferred Compensation plan. Employees with a sick leave balance over two hundred and fifty (250) hours, as of January 1, shall have twenty four (24) hours of their City sick leave accrual cashed and deposited into their 457 Deferred Compensation plan.
- M. Upon the separation from service, an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Des Moines Police Guild or upon the death of any employee regardless of years of service, the Employee shall cash out twenty-five percent (25%) of the employee's sick leave balance or two hundred (200) hours, whichever is less. Employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or fifty percent (50%) of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section, by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA-VEBA account.
- N. **Other leaves.** Medical, maternity, paternity, family, Medical Leave, Washington State Sick Leave ("State" sick leave), Paid Family and Medical Leave, military leave, reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

#### **ARTICLE 11. HOLIDAYS**

- A. **Observed Holidays.** The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and the Friday following Thanksgiving Day, Christmas Day and two (2) floating holidays.
- B. **Holiday Leave Bank.** (City withdraws opener on Holiday Leave Bank, otherwise CCL) Members of the Guild shall receive a bank of one hundred and four (104) hours of leave time on January 1 of each year or compensation in the thirteen (13) holidays. Such leave time to be administered as Kelly time, and considered as hours worked for calculation of overtime. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in eighty (80) hours of holiday pay at the end of November to be paid on the first payday in December.

Employees must use the additional twenty-four (24) hours by the end of the calendar year in which the holidays are credited.

- a. In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final paycheck.

Patrol officers who work New Year's Day or Independence Day will be paid two (2) times their regular rate of pay. Patrol officers who work Thanksgiving Day or Christmas Day shall be paid two and one-half (2.5) times their regular rate of hourly pay for all hours worked on those days. Detectives who voluntarily work on the holidays listed above shall be paid their regular rate of pay rather than the holiday premium rate but shall receive the holiday premium rate listed above if they are called in and required to work. For purposes of this premium, the holiday begins at 0000 hours on the night of the holiday and concludes twenty-four (24) hours later at 0000 hours.

- C. In the event an employee is placed on administrative leave or on an alternative schedule due to an internal investigation, the employee will be placed on a Monday through Friday work schedule. If a holiday occurs while the employee is on administrative leave or on the alternative schedule and the employee does not work, hours for the holiday shall be deducted from the employee's holiday bank provided that when the employee's holiday bank is equal to or less than forty-eight (48) hours, no holiday hours shall be deducted. If the internal investigation results in the termination of an employee's employment, hours for the holidays that occur during the leave period shall be deducted from the employee's holiday bank until the holiday bank is exhausted.

#### **ARTICLE 12. CLOTHING AND EQUIPMENT**

- A. The Employer agrees to provide all clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police, consistent with Department policy for authorized clothing and equipment.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear."
- D. Detectives, assigned to a plain clothes assignment, shall be granted a clothing allowance of one percent (1%) of Officer V top step annual base pay per year. Cleaning shall be provided as defined in Subsection B above.

#### **ARTICLE 13. GUILD ACTIVITIES**

- A. Employees shall be granted use of City meeting space and release time from duty for a maximum of one (1) hour per month for Guild meetings. However, the Chief of Police may require an appropriate number of officers remain on patrol during the meeting at his

discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative. Negotiation meetings with City representatives without loss of pay, to the extent that such meetings are scheduled during the working hours of the members attending and the meetings do not affect the City's ability to respond to calls.

- B. Designated members of the Guild shall be granted release time (subject to subsection B above) for all mutually agreed meetings between the City and the Guild, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- C. The City shall allow Guild representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Guild representative must authorize the activity. The City will allow Guild material to be distributed to members by use of City employee mailboxes.
- D. The City shall provide space on existing bulletin board(s) for the Guild to post notices of meetings, elections and other items of interest to Guild members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- E. The Guild may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.

**ARTICLE 14. COLLECTIVE BARGAINING**

Collective bargaining between the parties shall be carried out by the City Manager and/or his designates, on behalf of the City Council, and a person or persons representing the Guild. All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Guild representative. Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's internet.

**ARTICLE 15. EMPLOYEE BILL OF RIGHTS**

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees. It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Guild in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause **exists** to conduct an internal investigation, informed discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his/her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. All internal investigative interrogations shall be at a reasonable hour. Seventy-two (72) hours or three (3) business days, not to include weekends, before any interview commences, the employee under investigation and the Guild shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Guild Representative to represent him/her in the matter when the investigation may involve any discipline up to and/or including termination of the employee. The written investigative notice shall provide sufficient detail to reasonably apprise the employee of the factual nature of the accusation.
- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information and the employee and Guild shall be notified of additional charges in writing.

- D. The length of time of the interrogation shall be reasonable, and the employee being interrogated shall have the right to attend to his/her own personal physical necessities.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/she may be charged with a criminal offense, he/she shall immediately be informed of his/her constitutional rights.
- F. If the investigation may lead to criminal charges, the Employer shall inform the employee if he/she is being ordered to answer questions and his/her rights under the Garrity court decision.
- G. Disciplinary actions may include, but not be limited to the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test (RCW 49.44.120).
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or guild representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose the discipline in a manner that is least likely to embarrass the employee.

**K. Investigative Timeline**

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

1. Internal investigation shall be completed within ninety (90) calendar days, subject to the provisions of paragraphs 2, 3, and 4 below. In the event the internal investigation has not been completed within ninety (90) days, and no notice of extension has been provided to the Guild and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.

2. The Employer shall notify the employee and the Guild by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
3. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Guild. Such circumstances shall include the following: (a) complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Guild or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies.
4. Investigations covered by the paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Guild.
5. The Employer shall notify the employee being investigated and the Guild of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
6. The Employer's obligation to limit extensions of investigation under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
7. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.
8. Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
9. **At** the conclusion of the investigation and no later than three (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Guild

shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the Guild shall be provided with a copy of the complete investigatory file no less than three (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing.

10. Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph 3 and 4 above in the event the investigation requires additional time for completion. If the investigation is not completed within forty-five (45) calendar days, and subject to the provisions of paragraph 3 and 4 above, no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Guild shall be notified in writing of the findings of these investigations within seven (7) business days, not including weekends, of the completion of the investigation.

**L. Psychological or Medical Evaluations.**

When there is reasonable suspicion to believe an employee is psychologically and/or medically unfit to perform his/her duties, the Employer may require the employee to undergo a psychological and/or medical examination. Any relevant medical and/or psychological history of an employee the examining doctor requests shall be released by the employee only to the examining doctor. The doctor shall provide a written report to the City and the employee. The doctor's report shall only identify if the employee is fit for duty, needs in modifying work conditions and what modifications are recommended and the extent or duration of the modifications. The doctor will keep all information made available to him/her confidential, following HIPAA privacy rules.

As used in the above paragraph, "doctor" refers to a physician, psychologist or psychiatrist. The Guild/Employee shall have an opportunity at its expense to discuss with the Employer's examining professional their conclusion and reasons therefor. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event the Employee and/or Guild seek to contest the conclusion of the first examining professional, the Employee's request shall be in writing and shall be available to the Employer.

The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process taken as a result of an examination, the Employer and Employee shall allow release of

all examinations and supporting documents upon which it will rely in the proceedings and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

**M. Personnel Records.**

1. **Contents.** A “personnel file” shall be defined as any file pertaining to the bargaining unit member’s employment status, work history, training, disciplinary records, or other personnel related matters pertaining to the bargaining unit member. It is further understood a personnel file does not include material relating to medical records, pre-appointment interview forms, Internal Affairs files, or applicant background investigation documents such as, but not limited to, psychological evaluations and polygraph results.
2. The Employer will promptly notify an employee upon receipt of a public disclosure request for information in the employee’s personnel file. The Employer will also provide at least three (3) business days, not to include weekends, notice before releasing any requested documents. The Employer will allow the employee and the Guild the fullest possible opportunity to legally object to unwarranted disclosures.
3. Each employee’s personnel file shall be open for review by the employee, provided employees shall not have the right to review polygraph, medical, psychological evaluations or supervisor’s notes prepared for the purpose of tracking an employee’s performance or preparing employee evaluations. The Employer shall not maintain any other personnel file exempt from an employee's review, other than those previously identified in this section.

Employees may request removal of certain documents pertaining to disciplinary actions from their official City personnel files. Employees must direct such requests in writing to the Chief of Police. Suspensions of less than forty (40) hours will no longer be active for the purpose of progressive discipline after five (5) years provided the same or similar incidents have not recurred within that time. Written reprimands and memos of concern will no longer be active for the purpose of progressive discipline after three (3) years provided the same or similar incidents have not occurred within that time.

**N. Officer involved Critical Incidents**

1. **Statement of Purpose.** The parties recognize adequate training is critical for preventing unnecessary use of force and for minimizing the impact on an employee who is involved in a critical incident.
2. The Employer recognizes its obligation to provide adequate training in this area, including the reactions of employees in critical instances and in dealing with problems that result after being involved in such an incident.

3. Any time a critical incident occurs the following will apply:
- a. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) except to acquire the above information.
  - b. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
  - c. The case investigation will be made available to the Guild or its attorney, upon request when completed and available to the department.
  - d. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
  - e. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. **All** attempts will be made to minimize the need for successive interviews.
  - f. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview and be given the right to consult with legal counsel and/or guild representation prior to and during the interview upon request. If requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.
  - g. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
  - h. At the option of the Employer (considering input from the affected employee and/or Guild Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.

- i. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
- j. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
- k. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/City approved program.
- l. The Guild President, or his designee, will be advised as soon as possible if any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief or Police or his designee.

**O. Officer/Employee Legal Representation.** The City agrees to provide a legal defense for an Employee in defense of criminal charges brought pursuant to CrRI.J 2.1(c) against the Officer for acts and/or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRI.J 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15. P. shall apply.

**P. Reimbursement for Legal Representation.** If an Officer is prosecuted for acts and/or omissions occurring while the Officer was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the Officer for legal defense, in an amount up to \$100,000, if the Officer is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her (e.g. An acquittal due to a finding of not guilty by reason of insanity, a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence, or an Alford plea.)

**ARTICLE 16. REDUCTION IN FORCE PROCEDURES**

1. Layoff and recall shall be in accordance with established rules and regulations of the Des Moines Civil Service Commission with the following exceptions:
  - A. Seniority will be determined by the employee's most recent hire date in the bargaining unit and/or job classification. In the event of two or more employees

with the same date of hire, seniority will be determined by the placement on the eligibility list.

- B. In the event of layoff, employees will be laid off in the order of their reverse seniority with the lowest seniority employees being laid off first. Seniority for officers shall be defined as time in the bargaining unit. Seniority for sergeants shall be defined as time in the classification.
  - C. At the time of any layoff, sergeants may be given an opportunity to accept a reduction to the next lower rank in lieu of layoff. Such employees shall have bumping rights over the employee in the next lower rank with a lesser amount of seniority within the bargaining unit.
  - D. Employees laid off or demoted in lieu of layoff shall be placed on a reinstatement list for the classification from which the layoff demotion took place.
  - E. Members who are demoted in lieu of layoff shall remain on the reinstatement list indefinitely. These members will be reinstated to their previous promotional positions in opposite order of their demotion as positions become available. Once all members have been restored to their previous rank, the department may then proceed with routing testing for future promotions.
  - F. Members who are laid off shall remain on the reinstatement list for a maximum of twenty-four (24) months. Laid off employees who are offered reinstatement will receive a conditional offer of reinstatement, provided they are qualified for the position. Members who refuse a conditional offer of reinstatement will be removed from the reinstatement list and not have a right to the **next** available position.
  - G. An individual will lose rights to reinstatement and/or be removed from the reinstatement list if he/she commits an act that would be cause for termination of employment or if he/she loses his/her commission as a general authority law enforcement officer.
  - H. Appointments from the reinstatement list shall be made in reverse order of the layoff. The employee on the reinstatement list who has the most seniority shall be reinstated first.
2. Employees with the potential of being laid off or demoted will be given at least ninety (90) days' notice prior to the layoff demotion.

**ARTICLE 17. GRIEVANCE PROCEDURE**  
**Section 1. Intent**

It is the desire of the City, its management, Guild and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A “grievance” means a claim or dispute by an employee (or the Guild in the case of Guild rights) with respect to the interpretation or application of an express provision of this agreement. Except as provided in Section 4 of this Article, disciplinary actions are not subject to the grievance procedure beyond Step 2. Any step in the grievance process may be skipped upon mutual written agreement of both the Guild and the City.

**Section 2. Procedure**

- Step 1. An Employee must present a grievance in writing within twenty-one (21) calendar days of its alleged occurrence to a Commander. The written grievance shall include a statement of the issue, the section of the Agreement violated and the remedy sought. The Commander shall attempt to resolve it and respond in writing within seven (7) calendar days after it is presented. If the grievance is not pursued to the next level within fourteen (14) calendar days in writing from the date of the written response from the Commander, it shall be presumed resolved.
- Step 2. If the Employee is not satisfied with the solution by the Commander, the grievance, in writing, may be presented within fourteen (14) calendar days of the Commander’s response to the Chief of Police by a Guild representative. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. Such information shall be submitted on an official grievance form, which shall be provided by the Guild. The Chief of Police shall attempt to resolve the grievance and respond in writing within fourteen (14) calendar days after it has been presented.
- Step 3. If the Employee and/or the Guild is not satisfied with the solution by the Chief of Police, the grievance may be presented within fourteen (14) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within seven (7) calendar days after it is presented.
- Step 4. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Guild or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his/her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.
- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
  - b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
  - c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between

the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.

- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 5. **Arbitration Procedure.** If the grievance is not settled in accordance with the foregoing procedures, the Guild or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Guild staff representative or the Employer within thirty (30) calendar days, the Guild or Employer waives the right to pursue the grievance through the arbitration procedure. The City and the Guild shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Guild representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Guild requesting that he/she set a time and place subject to the availability of the City and the Guild representatives. The arbitrator selection procedure described above is only applicable for non-disciplinary cases. Arbitrators in disciplinary cases shall be assigned by PERC in accordance with state law. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issues submitted to him/her in writing by the City and the Guild and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 3. Special Provisions.**

- A. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rented and cost of record. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Guild representative.

- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.
- D. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- F. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- G. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

**Section 4. Discipline**

Disciplinary actions at a level of suspension or greater may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

An employee covered by this Agreement must – upon initiating objections relating to disciplinary action at a level equal to a suspension of eight (8) hours of work or more, demotion or termination – use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objection(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed for a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 3, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first three steps, the Guild and the City agree that Step 4, Mediation, shall be skipped and the grievance shall proceed per the provisions of Step 5, Arbitration.

**ARTICLE 18. INSURANCE PROTECTION**

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee’s official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding. This protection shall also apply for any claims or suits arising from an employee’s authorized off duty employment within the city limits of Des Moines, provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the

scope of the employee's official duties as a Des Moines Police Officer. This shall not preclude the City from recovering losses to the extent coverage is otherwise provided by the off-duty Employee or his insurer. Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

**ARTICLE 19. OFF DUTY EMPLOYMENT**

Off duty supplemental overtime pay is defined to address overtime worked by employees while off duty, (hereafter referred as "supplemental overtime"), which is funded and paid by external third parties. The City will document, process and record all such supplemental overtime. The City agrees to perform the scheduling, bookkeeping and reporting functions of such supplemental overtime for the City of Des Moines commissioned officers. The employees will hereafter be paid for such supplemental shifts through City payroll and be subject to all applicable payroll related and benefits deductions.

- A. City overtime** is defined as additional hours of work for City staffing purposes or additional staffing needed due to special events planned, organized and funded by the City of Des Moines.
- B. Supplemental overtime** is defined as additional hours of work which are planned/organized, funded and paid by an independent third party (hereafter referred as "non-City related events"). These are generally events which are not funded or paid by the City. Examples of supplemental overtime include, but are not limited to: security for a private business, security for a private party/event, personal protection for a non-government official, or traffic control at construction sites.
- C.** Any employee who has passed their new hire probation period is eligible to work supplemental overtime.
- D.** An employee's conduct while working supplemental overtime shall be considered on-duty conduct. Employees working supplemental overtime shall be subject to all policies, procedures, practices and standards of the City and the Des Moines Police Department, and shall be subject to all laws, rules and regulations of the State of Washington and/or the Federal Government applicable to police work and law enforcement. Failure to abide by applicable laws, rules, regulations, policies, procedures, practices and standards may subject the officer to disciplinary action up to and including termination of employment. The officer will be afforded all applicable protections as provided by the collective bargaining agreement, Des Moines Civil Service rules and City and Department policies and procedures for conduct that arises while working supplemental overtime.
- E.** No employee may work supplemental overtime while on State or City sick leave.
- F.** The Chief retains the right to restrict officers from working supplemental overtime with cause (i.e. disciplinary action, documented performance concerns, paid administrative leave, etc.).

- G.** Employees working or scheduled to work supplemental overtime may be redirected at the discretion of the Chief, to cover City overtime, Des Moines Police Department functions and emergencies. City overtime shall be paid at the officer's regular overtime rate, as applicable, per the collective bargaining agreement.
- H.** Supplemental overtime worked shall only be paid and shall not be eligible for compensatory time accrual.
- I.** The minimum number of hours for each supplemental overtime shift/assignment shall be four (4) hours.
- J.** Compensation for supplemental overtime is worked for and paid by an independent third party, and is therefore exempt from Fair Labor Standards Act (FLSA) and Minimum Wage Act (MWA) overtime calculation. Supplemental overtime hours and pay shall not be included in the calculation of City overtime obligations.
- K.** The supplemental overtime rate will be a flat base rate calculated annually on January 1 and will remain in effect until December 31st of the same year.
- L.** The rate of pay shall be calculated as follows:

  - a. Take an average of all active officers (excluding Sergeants and Master Sergeants) hourly base pay rate, to include all premiums and employees' portion of all applicable payroll taxes (Medicare, Social Security replacement plan) and times it by one and one half (1-1/2) for an average hourly base pay rate.
  - b. Such supplemental overtime pay less applicable payroll taxes will be included in the employee's regular paycheck from the City. Applicable payroll taxes to be deducted from the employee's supplemental overtime earnings shall include the employee's portion of payroll taxes (i.e. Social Security replacement plan, Medicare, WA State EEOFF retirement, etc.).
  - c. The City shall report supplemental overtime earnings and deductions to the appropriate governmental agencies.
- M.** The third-party employer shall pay the City for all supplemental overtime hours worked at a mutually agreed upon contract rate. The contract rate shall include the employer's portion of applicable payroll taxes plus up to a ten percent (10%) administrative fee.
- N.** If a supplemental overtime shift is canceled, the City agrees to make a reasonable effort to notify employees of such changes at least ten (10) hours prior to the start

time of the supplemental overtime shift, provided the City has advance knowledge of such changes.

- O. This article does not apply to off-duty additional employment work with volunteer groups or if an employee wishes to take additional employment during off-duty hours. Time worked in off-duty additional employment is not recognized as hours worked on duty or as off-duty supplemental overtime pay as defined by this Article. An employee who wishes to take off-duty additional employment during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will: (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer.

**ARTICLE 20. RETIREE RIGHTS**

Effective the first of the month after ratification of this agreement, an employee separating from service in good standing with five (5) or more years with the Des Moines Police Department, and who meets EEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/or exceptional circumstances.

**ARTICLE 21. ENTIRE AGREEMENT**

The Agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

**ARTICLE 22. SAVINGS CLAUSE**

If any provision of the agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision shall be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be held invalid and will remain in full force and effect.

**ARTICLE 23. BENEFIT PLANS**

- A. Medical, Dental, and Vision. Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

1. Guild members will participate in their choice of the following medical plans:
  - LEOFF Health and Welfare Trust Plan F
  - A W C Kaiser Permanente \$20 Copay Plan
2. Effective January 1, 2022 through December 31, 2024, the City will pay one hundred percent (100%) of the premiums for the applicable medical plans listed in Section 23.A.1; and each employee, as a payroll deduction, shall reimburse the City for the following employee's premium share percentage: a minimum of five percent (5%) of the employee premium and a minimum of ten percent (10%) of the spouse and dependents premiums, subject to Section 23.B. below.
3. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the LEOFF Trust Plan F medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.
4. In 2025, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA-VEBA) with an annual City contribution of seven hundred and fifty dollars (\$750) for employee only or twelve hundred and fifty dollars (\$1,250) for employee and one (1) or more dependents. For new hire employees, HRA-VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year. 12/16/2024 – CCL
5. One-hundred percent (100%) of the premium for the Washington Dental Service (WDS) Basic Plan f as provided by AWC.
6. One-hundred percent (100%) of the premium for Orthodontia Option II as provided by a WC for all children required to be covered by dental plans at a level of one thousand dollars (\$1,000) lifetime coverage.
7. For those employees who enroll in Kaiser Permanente \$20 copay Plan, one-hundred percent (100%) of the premium for the twenty-five dollar (\$25) deductible Vision Service Plan (VSP) as provided by A.W.C. Vision coverage is included in the LEOFF Trust Plan F medical plan.

**B. Medical Premium Increase.** The City shall cover any increases to health insurance premiums up to eight percent (8%) annually. The City and the employees shall equally

split any increases above eight percent (8%). If the health insurance premiums increase by more than eight percent (8%), the parties will meet and confer regarding alternative health insurance options.

**C. 401 Plan, Long Term Disability, SIB, AD&D and Life Insurance:**

In lieu of Social Security, all Employees are covered under a qualified 401(a) retirement plan administered by ICMA-RC. The City will continue to contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate.

To qualify for this program Employees must be full-time or regular part-time and work a minimum of thirty (30) hours per week.

In addition to the LTD and SIB coverage, the City will provide for each Guild employee Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (Ph. X) each member's annual salary excluding overtime but including educational pay. The City and Guild agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

**ARTICLE 24. COMPENSATION**

A. **Compensation.** See Appendix A.

B. **Longevity Program.** See Appendix A.

C. **Specialty Pay Premium.** See Appendix A.

D. **Educational Incentives.** Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree and 5% for an MA, MS, MPA or JD. Qualifying degrees are Police Science, Political Science, Sociology Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently entering educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.

E. **Military Paid Leave of Absence.** An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his/her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

F. **Light Duty.** “Light Duty” is a temporary assignment that may be made by the Employer when an employee is restricted from performing the duties of his/her job as determined by their treating physician. If a light duty assignment is made available, the Chief or their designee will determine the assignment, length of assignment and work schedule based upon the restrictions provided by the treating physician. The light duty assignment should not exceed six months in duration. If after six months on a temporary light duty assignment, an employee is not capable of returning to their original duty assignment, they may request for the Chief to provide an extension of their temporary light duty assignment in accordance with all applicable federal, state and local laws regarding medical and disability accommodations. All temporary light duty assignments are subject to approval by the Chief or their designee. As a condition of continued assignment to temporary light duty, officers may be required to submit physical assessments of their condition to the Human Resources Department.

G. **PFML.** Eligible employees are covered by Washington’s Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.

**ARTICLE 25. TERM OF AGREEMENT**

Changes to Article 24. Compensation will become effective January 1, 2025. The remainder of this Agreement shall become effective immediately upon the signing of this document. This agreement shall remain in full force and effect through December 31, 2027.

Approved this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
City Manager

\_\_\_\_\_  
President  
Des Moines Police Guild

Approved to Form:

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

**APPENDIX A**

Wage Table  
**Article 24. Compensation**

City of Des Moines Proposed Salary Table 2025 - 2027				
Position	Current Salary (2024)	2025 (3%)	2026 (3%)	2027 (3%)
Recruit (academy-training phase)	\$ 82,929	\$ 85,417	\$ 87,979	\$ 90,619
Officer I (after FTO - Year 2)	94,776	97,619	100,548	103,564
Officer II (Years 3-4)	106,624	109,823	113,117	116,511
Officer III (Years 5-6)	118,471	122,025	125,686	129,456
Officer IV (Years 7-9)	124,394	128,126	131,970	135,929
Officer V (Years 10 +)	129,133	133,007	136,997	141,107
Sergeant I (Years 1-2)	139,795	148,968	153,437	158,040
Sergeant II (Years 3+)	148,088	157,906	162,643	167,522

\*Sergeant I: 12% more than Officer V  
 \*\* Sergeant II: 6% more than Sergeant I

- A. For **2025**, base wages shall increase by three percent 3.0%
- B. For **2026**, base wages shall increase by three percent 3.0%.
- C. For **2027**, base wages shall increase by three percent 3.0%

Years of service defined:

\*Years of service for calculation of initial placement on the wage scale shall be determined by years of aggregate service as a commissioned law enforcement officer. To qualify as years of aggregate service as a law enforcement officer “aggregate service” shall be defined as any years qualifying for LEOFF pension eligibility, or the commensurate state commissioned law enforcement pension system in another jurisdiction. Employees seeking recognition for previous aggregate service shall provide a letter or other documentation from the qualifying pension system confirming the years of service credit prior to their official hire date.

This provision shall be effective at the beginning of the term of this collective bargaining agreement. Current employees with less than ten (10) years of service at DMPD, seeking credit for previous aggregate service shall provide documentation to the City within three (3) months of ratification of the agreement to receive retroactive credit to the beginning of the term of this collective bargaining agreement. Thereafter, and in all future years, aggregate service credit will be provided prospectively upon receipt from the employee of the documentation evidencing aggregate service.

Longevity Program

- 5 years DMPD = 1% of base pay
- 10 years DMPD = 2% of base pay
- 15 years DMPD = 3% of base pay
- 20 years DMPD = 4% of base pay
- 25+ years DMPD = 5% of base pay

Increases in the longevity premium rate shall begin in January of the year in which periods of aggregate service are completed according to the schedule above.

Specialty Premium (All premiums are paid as a percentage of base pay)

Employees may stack up to 6%

Detectives = 4% (included in premium stacking cap) 1% VIIT (included in premium stacking cap)

SWAT, K-9, Tech, DRE., Marine if hired, and PTO = 2%

Lead Instructors, as assigned by the Chief, with up to six total Lead Instructors = 1%

Sergeant supervising Specialties (including Sergeant overseeing firearms program) = 1%

What-if – Neighborhood Liaison = 1%

What-if – Corporal Assignment = 4% (included in premium stacking cap)

Retroactive Pay

Retroactive pay shall be to January 1, 2025 and shall be paid to active employees and employees who “retire” in good standing pursuant to Department practice, during the term of this Agreement.

Bilingual Pay

Employees considered conversationally proficient by subject matter experts from Language Testing International (LTI) or a mutually agreed upon professional in American Sign Language (ASL) or Signing Exact English (SEE), Hindi, Punjabi, Russian, Samoan, Somali, Spanish, Tigrinya, and Vietnamese will be paid one percent (1%) of base pay. If LTI does not have a subject matter expert available, the Employee seeking bilingual premium shall have the burden to obtain a subject matter expert from another mutually agreeable source.

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Boundary Line Adjustment with Normandy Park

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: November 25, 2025

1. Draft Resolution 25-075
2. Petition for Adjustment
3. Map
4. Interlocal Agreement
5. Map of entire area

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to consider Draft Resolution 25-075 and a corresponding Interlocal Agreement approving an adjustment of the City’s common boundary with the City of Normandy Park in order to include the entirety of a parcel currently bisected by the boundary within the City of Des Moines. The following motion will appear on the consent calendar.

**Suggested Motion**

**Motion: “I move to enact Draft Resolution 25-075 approving an adjustment of the City’s common boundary with the City of Normandy Park and authorize the City Manager to sign the Interlocal Agreement substantially in the form as attached.”**

### **Background**

The southwest border between the City of Des Moines and Normandy Park located in the Beach Park currently bisects a right of way and a parcel of property that is owned by the City of Des Moines, resulting in some land owned by Des Moines being located in Normandy Park. Although this situation has existed for many years, both cities have recently been in discussions on how to resolve this unique situation.

The option being presented tonight is for the cities to agree to a boundary line adjustment that would move the border between the two jurisdictions to align with the northern edge of the parcels owned by Des Moines. The result of this would be all City of Des Moines owned property would be in Des Moines, and all other properties would remain in the city they have previously been in. This can be accomplished through a Boundary Line Adjustment authorized in RCW 35.13.140 and an Interlocal Agreement (Attachment 4).

For the parcel, the City, as the property owner, submitted a formal petition to begin the process of this boundary line adjustment (Attachment 2). A resolution is going before the City Council of Normandy Park in January as well as Draft Resolution 25-075 which is being considered by the Des Moines City Council.

For the right of way, state law allows the boundary to be adjusted through an Interlocal Agreement of the two jurisdictions.

### **Discussion**

There are several benefits to cleaning up the boundary line issue with Normandy Park. The first being that the Beach Park has historically been a property eligible for grant funding. With future grant funding needed for flooding issues in the meadow, it would be beneficial to have all of the Beach Park located in Des Moines and not have to address the complexities that may arise from having a parcel located in two jurisdictions.

Second, one of the Des Moines parcels located in Normandy Park is included in a Home Owners Association in Normandy Park. This unique situation has resulted in Des Moines becoming a member of this HOA, and therefore being responsible for payment of dues and other assessments. The City is currently negotiating with the HOA on an agreement that would remove the City and this parcel from the HOA.

Finally, as part of the agreement to remove the City from the HOA, there will be a project that will stabilize the existing hillside and allow for the trail at the northwest corner of the Beach Park to be repaired and reopened to the public. This trail provides a valuable pedestrian connection from Normandy Park to the Beach Park.

### **Alternatives**

1. Approve the Resolution and ILA as presented.
2. Approve the Resolution with amendments.
3. Do not approve the Resolution.

### **Financial Impact**

There is no cost to approving the Resolution and ILA to adjust the boundary line.

**Recommendation**

Approve the Draft Resolution and ILA as presented.

**CITY ATTORNEY'S FIRST DRAFT 9/2/2025**

**DRAFT RESOLUTION NO. 25-025**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, approving an adjustment of the City's common boundary with the City of Normandy Park in order to include the entirety of a parcel currently bisected by the boundary within the City of Des Moines.

**WHEREAS**, the City of Des Moines shares a common boundary with the City of Normandy Park in the vicinity of the private lane known as 4th Place South, and

**WHEREAS**, the common boundary bisects a parcel of land owned by the City of Des Moines and commonly known as Des Moines Beach Park, such that a portion of the parcel is located in the City of Normandy Park and a portion of the parcel is located in the City of Des Moines, and

**WHEREAS**, RCW 35.13.340 provides that when the common boundary between two cities bisects a parcel of land, the cities may, upon petition by the property owner, agree to adjust the boundary to include the entire parcel within one of the cities, and

**WHEREAS**, the City of Des Moines has petitioned the Mayors and City Councils of Normandy Park and Des Moines to adjust the boundaries of the two cities as provided in RCW 35.13.340, and

**WHEREAS**, RCW 35.13.340 provides that the agreement of the two cities is to be memorialized by each city passing a resolution approving the boundary adjustment, and

**WHEREAS**, such adjustments are categorically exempt from review under the State Environmental Policy Act (SEPA) and from review by the Washington State Boundary Review Board for King County, and

**WHEREAS**, the Des Moines City Council has reviewed the petition and the proposed boundary adjustment and has determined to approve the same; now therefore,

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

Resolution No. \_\_\_\_  
Page 2 of 3

**Sec. 1.** The Des Moines City Council hereby approves the adjustment of the common boundary between the City of Normandy Park and the City of Des Moines to exclude the entirety of the Des Moines Beach Park property described on Exhibit A to this Resolution from the City of Normandy Park and to include the entirety of such property in the City of Des Moines. A drawing depicting the current and adjusted boundary is attached to this Resolution as Exhibit B.

**Sec. 2.** The Des Moines City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the City of Normandy Park. The City Manager is authorized and directed to cooperate with Normandy Park in taking any necessary steps, including executing any necessary documents, to formalize the boundary adjustment.

**Sec.** This resolution shall become effective immediately upon passage by the Des Moines City Council. Pursuant to RCW 35.13.340, the boundary adjustment described in this Resolution shall become effective when both the Normandy Park City Council and the Des Moines City Council have passed resolutions approving the adjustment.

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

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

APPROVED AS TO FORM:

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

ATTEST:

Resolution No. \_\_\_\_\_  
Page 3 of 3

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

**PETITION FOR ADJUSTMENT OF CITY BOUNDARIES**

THE CITY OF DES MOINES, WASHINGTON being the owner of the real property described on Exhibit "A," hereby respectively petitions the Honorable Mayor and Council of the City of Normandy Park, Washington, and the Honorable Mayor and Council of the City of Des Moines, Washington, that the two cities adjust their common boundary as provided in RCW 35.13.340 so as to include all of the said real property within the city limits of the City of Des Moines.

This petition is accompanied and has attached hereto as Exhibit "A" a diagram which outlines the boundaries of the property sought to be transferred from the City of Normandy Park to the City of Des Moines, a legal description of the entire property to be included within Des Moines and the current and proposed boundaries of the two cities in the vicinity of the property.

The following should be noted by those signing the petition.

1. Signatures must be in ink or in indelible pencil and obtained within six months prior to date the petition is filed with the City. Any signatures older than six months must be stricken. Likewise, multiple signatures are prohibited, and if a person signs the petition more than once, then all of his/her signatures must be stricken.
2. Record owners as shown by county records must sign the petition. Only one spouse need sign an annexation petition. A mortgagee need not sign an annexation petition. With real estate contracts, the purchaser signs the annexation petition, provided the contract is recorded with the county. Otherwise, only the contract seller is authorized to sign the annexation petition.
3. Corporations that own property may sign annexation petitions. However, only a corporate officer who is specifically authorized by the bylaws to execute deeds or encumbrances on behalf of the corporation can sign on behalf of the corporation. A certified excerpt of the corporation bylaws so authorizing such officer must be attached to the petition.
4. **WARNING: Every person who signs this petition with any other than his/her true name, or who knowingly signs more than one of these petitions, or signs a petition seeking an election when he/she is not a legal voter, or signs a petition when he/she is otherwise not qualified to sign, or who makes herein any false statement, shall be guilty of a misdemeanor.**

Wherefore, the City of Des Moines respectfully petitions the Honorable Mayor and City Council of the City of Normandy Park and the Honorable Mayor of the City of Des Moines to process this petition and to adopt resolutions adjusting the common boundary of the two cities to remove the real property described on Exhibit A from the City of Normandy Park and to include the same within the City of Des Moines.

CITY OF DES MOINES



Katherine Caffrey, City Manager

21630 11th Ave. S., Suite A

Des Moines, WA 98198

Date: November 4, 2025

Approved as to Form:

/s/ Tim George

City Attorney

October 27, 2025

**EXHIBIT A**

**LEGAL DESCRIPTION AND BOUNDARIES**

**PARCEL 1**

TOWN OF DES MOINES LOTS 9 THRU 16 BLK 22 TGW PORTIONS OF VACATED ALLEY ADJACENT, VACATED 4<sup>TH</sup> ST ADJACENT & VACATED SPRUCE ST ADJACENT; LOTS 1 THRU 6 & THOSE PORTIONS LOTS 7 THRU 12 BLK 35 TOWN OF DES MOINES LYING NWLY OF LINE DRAWN FROM NE CORNER OF SAID LOT 7 TO SW CORNER OF SAID LOT 12 TGW PORTIONS OF VACATED ALLEY ADJACENT, VACATED 4<sup>TH</sup> ST ADJACENT & VACATED SPRUCE ST ADJACENT; PORTION OF VACATED 4<sup>TH</sup> ST LYING SOUTH OF S LINE OF LOT 12 BLK 35 & ITS WLY PRODUCTION & NWLY OF LINE DRAWN FROM SW CORNER OF SAID LOT 12 TO SE CORNER OF LOT 16 BLK 36 ALL IN TOWN OF DES MOINES; LOTS 5 THRU 16 BLK 36 TOWN OF DES MOINES TGW PORTIONS VACATED ALLEY ADJACENT, VACATED PUYALLUP ST ADJACENT & VACATED 4<sup>TH</sup> ST ADJACENT TO LOTS 5 THRU 12; LOT 7 COVENANT BEACH ESTATES (VOL 108, PG 20) TGW UNDIVIDED 1/8 INTEREST IN TRACT "A" & COMMON OPEN SPACE; PORTIONS OF LOTS 1 THRU 3 & LOTS 21 THRU 26 BLK 41 TOWN OF DES MOINES TGW PORTION VACATED ELY 10 FT OF CLIFF AVE ALL LYING NWLY OF LINE DRAWN FROM NE CORNER OF SAID LOT 1 THRU SW CORNER OF SAID LOT 3 & EXTENDED TO WLY LINE OF VACATED ELY 10 FT OF SAID CLIFF AVE TGW PORTION OF VACATED PUYALLUP ST ADJACENT; LOTS 1 THRU 5 INCLUSIVE EXC SLY 5 FT OF SAID LOT 5 ALL IN BLK 40 TOWN OF DES MOINES TGW VACATED WLY 10 FT OF CLIFF AVE ADJACENT & TGW SECOND CLASS TIDELANDS ADJACENT

# Des Moines/Normandy Park Re-boundary

Normandy Park

Des Moines

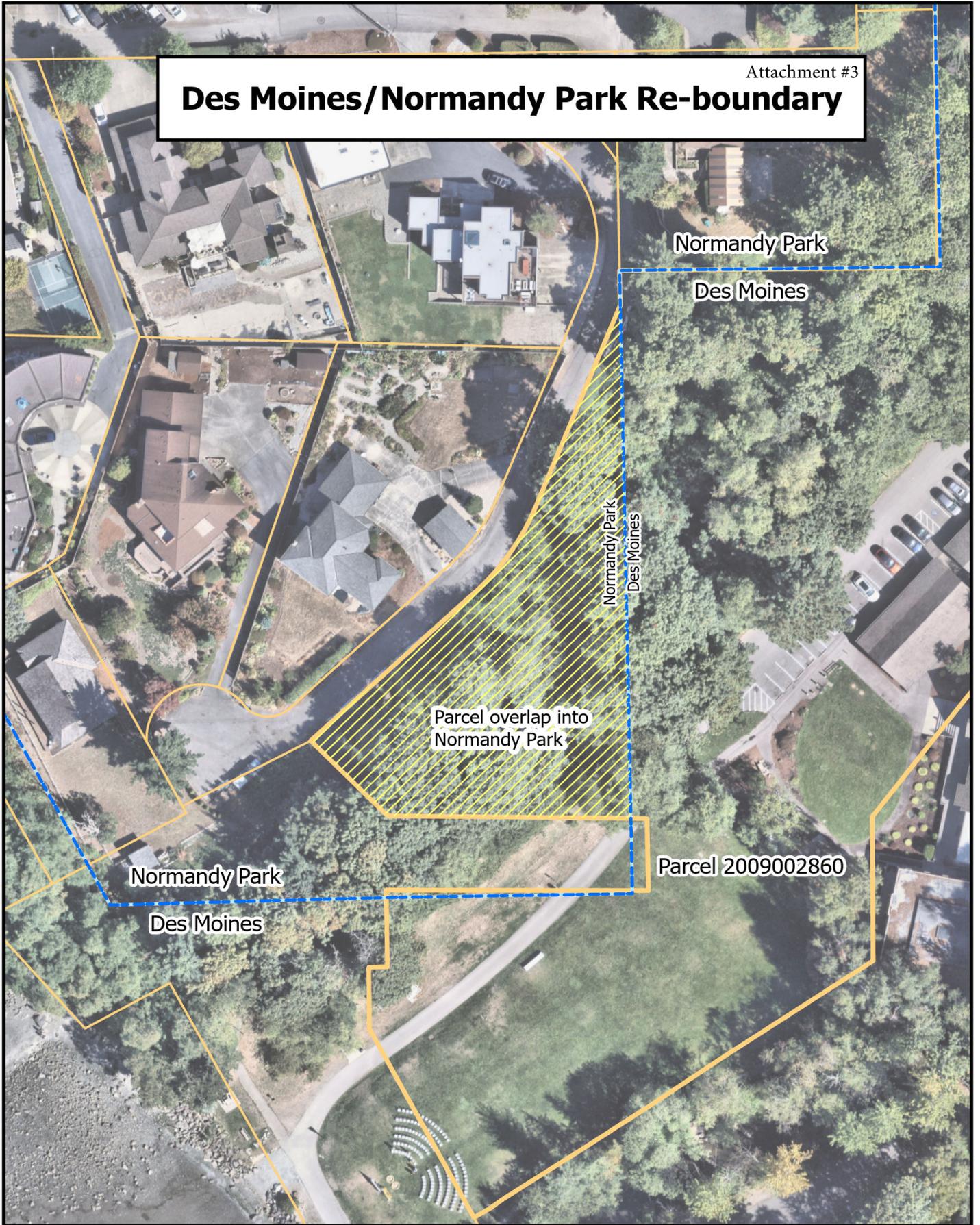
Normandy Park  
Des Moines

Parcel overlap into  
Normandy Park

Normandy Park

Des Moines

Parcel 2009002860



AGREEMENT BETWEEN  
THE CITY OF NORMANDY PARK AND THE CITY OF  
DES MOINES TO ADJUST COMMON BOUNDARIES  
WITHIN THE CLIFF AVENUE AND SOUTH 220 STREET  
RIGHTS-OF-WAY

- 1. Date and Parties. This Agreement ("Agreement") is entered into by and between the City of Normandy Park (hereinafter "Normandy Park"), and the City of Des Moines ("Des Moines") on this \_\_ day of November 2025.
- 2. General Recitals.
  - 2.1 RCW 35.13.310 provides that the councils of two cities with a common boundary within the right-of-way of a public street may enter into an agreement to alter those portions of their boundaries that are necessary to eliminate this situation and create a partial common boundary on either edge of the right of way.
  - 2.2 Boundary line adjustments under RCW 35.13.310 are not subject to potential review by the boundary review board.
  - 2.3 Normandy Park and Des Moines agree that it is in the best interests of both cities for the common boundary to be adjusted to the edge of the right of way.
- 3. Adjustment of Boundary of Normandy Park and Des Moines along Cliff Avenue and South 220<sup>th</sup> Street. The common boundary between Normandy Park and Des Moines shall be adjusted as of the Effective Date so that the portions of Cliff Avenue and South 220<sup>th</sup> Street rights-of-way legally described and graphically depicted in Exhibit A attached hereto is entirely within Des Moines.
- 4. Effective Date. This Agreement shall become effective upon signature of both parties.
- 5. Filing. The City Clerk of Des Moines shall file a certified copy of this Agreement with the King County Auditor.

Dated this \_\_\_\_ day of January 2026.

**CITY OF NORMANDY PARK**

Approved as to form

\_\_\_\_\_  
Amy Arrington, City Manager  
801 SW 174th Street  
Normandy Park, WA 98166

\_\_\_\_\_  
Heidi Greenwood, Attorney

{HLG4917-3120-7539;2/00092.900000/}  
}

**CITY OF DES MOINES**

---

Katherine Caffrey, City Manager  
21630 11<sup>th</sup> Ave S,  
Des Moines, WA 98198

Approved as to form

---

Tim George, City Attorney

{HLG4917-3120-7539;2/00092.900000/}  
}

EXHIBIT A

ALL THAT PORTION OF THE PLAT OF THE TOWN OF DES MOINES RECORDED IN VOLUME 3 OF PLATS AT PAGE 165, UNDER INSTRUMENT NUMBER: 1889072935514, RECORDS OF KING COUNTY, WASHINGTON, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, LOCATED IN THE CITY OF DES MOINES, KING COUNTY, STATE OF WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 7 OF THE COVENANT BEACH ESTATES PLAT, RECORDED IN VOLUME 108 OF PLATS, AT PAGE 20, UNDER INSTRUMENT NUMBER: 197810050693, RECORDS OF KING COUNTY, WASHINGTON;

THENCE NORTH 88° 32' 35" WEST ALONG THE SOUTHERLY LINE OF SAID LOT 7, 130.11 FEET;

THENCE NORTH 45° 19' 24" WEST ALONG SAID SOUTHERLY LINE, 57.14 FEET TO THE SOUTHERLY MARGIN OF 4TH PLACE SOUTH;

THENCE SOUTH 61° 33' 50" WEST ALONG SAID SOUTHERLY MARGIN OF 4TH PLACE SOUTH, 77.53 FEET TO THE WESTERLY MARGIN OF 4TH PLACE SOUTH;

THENCE SOUTH 28° 26' 12" EAST ALONG THE EXTENSION OF SAID WESTERLY MARGIN, 12.07 FEET TO THE NORTHEASTERLY EXTENSION OF THE SOUTHEASTERLY LINE OF BLOCK 39, SAID PLAT OF THE TOWN OF DES MOINES;

THENCE SOUTH 61° 34' 04" WEST ALONG SAID LINE EXTENDED, 60.06 FEET TO THE MOST EASTERLY CORNER OF SAID BLOCK 39 ;

THENCE SOUTH 28° 25' 56" EAST ALONG THE EXTENSION OF THE NORTHEASTERLY LINE OF SAID BLOCK 39, 40.00 FEET TO THE CENTERLINE OF SOUTH 220TH STREET;

THENCE NORTH 61° 34' 04" EAST ALONG SAID CENTERLINE, 50.00 FEET TO THE INTERSECTION OF THE CENTERLINE OF CLIFF AVENUE SOUTH;

THENCE NORTH 89° 02' 39" EAST, CONTINUING ALONG THE CENTERLINE OF SOUTH 220TH STREET, 233.67 FEET TO THE SOUTHERLY EXTENSION OF THE WEST LINE OF BLOCK 36 OF SAID PLAT OF THE TOWN OF DES MOINES;

{HLG4917-3120-7539;2/00092.900000/}  
}

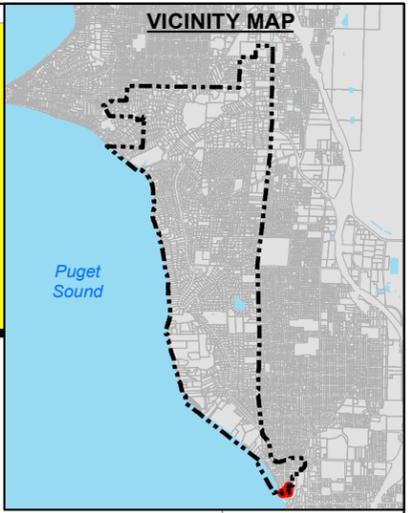
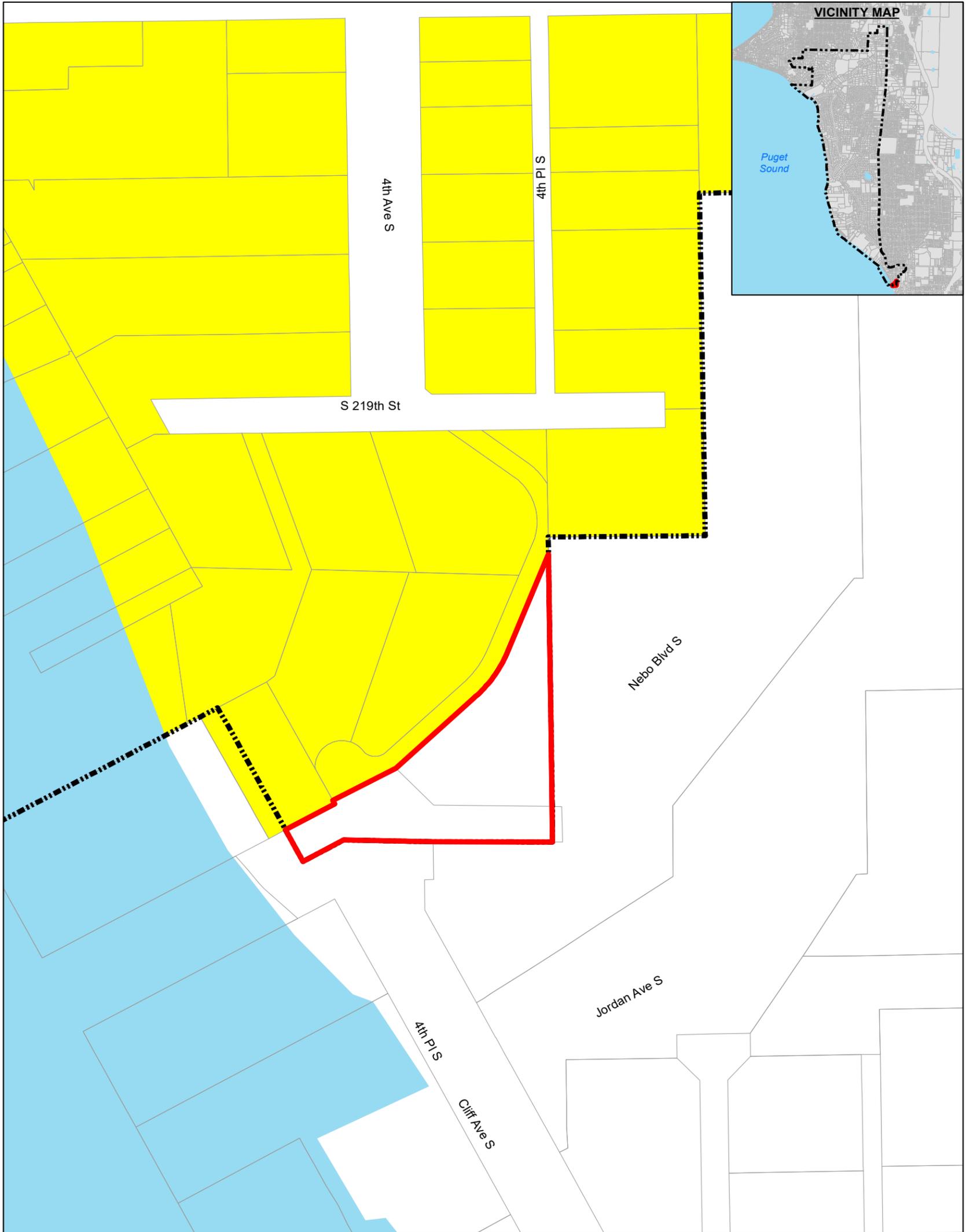
THENCE NORTH 00° 57' 21" WEST, ALONG SAID LINE EXTENDED, 40.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 36;

THENCE SOUTH 89° 02' 39" WEST ALONG THE EXTENSION OF THE SOUTHERLY LINE OF SAID BLOCK 36, 3.21 FEET;

THENCE NORTH 88° 32' 35" WEST, ALONG THE EASTERLY EXTENSION OF THE SOUTHERLY LINE OF SAID LOT 7, 6.83 FEET TO THE POINT OF BEGINNING;

CONTAINING 15,124 SQUARE FEET MORE OR LESS.

{HLG4917-3120-7539;2/00092.900000/}  
}



**Legend:**

- City Limits
- Annexation Boundary
- King County Parcels

**ZONING:**

- LOW DENSITY MULTIFAMILY R-5
- MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL R-12.5
- LOW DENSITY SINGLE-FAMILY RESIDENTIAL R-15
- LOW DENSITY SINGLE-FAMILY RESIDENTIAL R-20
- NEIGHBORHOOD CENTER NC
- MIXED USE MU



Data Source: City of Normandy Park, King County GIS Portal

**CITY OF NORMANDY PARK**

**CITY ANNEXATIONS**  
 FIGURE 18  
 CITY OF DES MOINES/NORMANDY PARK  
 BOUNDARY REMEDIATION



M:\Normandy\_Park\16612 Annexation Maps\GIS\annexation18.mxd

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Planning Commission Ordinance

FOR AGENDA OF: December 4, 2025

ATTACHMENTS:

DEPT. OF ORIGIN: Community Development

- 1. Draft Ordinance No. 25-108

DATE SUBMITTED: November 20, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to hold a Public Hearing and consider passing Draft Ordinance No. 25-108 creating a Planning Commission to a second reading.

**Suggested Motion**

**Motion: "I move to pass draft Ordinance 25-108 to a second reading on December 11, 2025."**

**Background**

The City of Des Moines had a Planning Agency that was dissolved by the City Council in 2013. The Planning Agency consisted of seven members with staggered four year terms. Members were appointed by the Mayor and confirmed by a majority of the Councilmembers.

In the past, the Planning Agency provided an advisory role to the City Council. They held public hearings and provided public meeting facilitation. Members of the Planning Agency were representatives on stakeholder committees. They met on average four or five times annually.

Earlier this year, the City Council directed staff to research and prepare an ordinance to re-establish a Planning Commission for the City of Des Moines. The City of Des Moines is a Code City and therefore has flexibility in the creation of a Planning Commission.

Relevant statutes:

RCW 35A.63.060: Comprehensive plan - General

Every code city, by ordinance, shall direct the planning agency to prepare a comprehensive plan for anticipating and influencing the orderly and coordinated development of land and building uses of the code city and its environs. The comprehensive plan may be prepared as a whole or in successive parts. The plan should integrate transportation and land use planning.

RCW 35A.63.020: Planning agency—Creation—Powers and duties

By ordinance a code city may create a planning agency and provide for its membership, organization, and expenses. The planning agency shall serve in an advisory capacity to the chief administrative officer or the legislative body, or both, as may be provided by ordinance and shall have such other powers and duties as shall be provided by ordinance.

RCW 35A.63.010: Definitions

"Planning agency" means any person, body, or organization designated by the legislative body to perform a planning function or portion thereof for a municipality, and includes, without limitation, any commission, committee, department, or board together with its staff members, employees, agents, and consultants.

RCW 35A.63.120: Administration and enforcement

In order to carry into effect the purposes of this chapter, administrative and enforcement responsibilities, other than those set forth in RCW 35A.63.110, may be assigned by ordinance to such departments, boards, officials, employees, or agents as the legislative body deems appropriate.

Chapter 35.63 RCW applies broadly to all incorporated cities and towns. However, code cities have significant flexibility to adopt their own rules if desired regarding planning commission membership, organization, and expenses (see RCW 35A.63.020). For example, code cities could adopt different membership requirements, different term lengths, or provide for compensation of planning commissioners. MRSC. (2022). *Planning Commissions*. Retrieved from MRSC:

<https://mrsc.org/explore-topics/planning/proceedings/planning-commissions>

### **Discussion**

The Council directed staff to prepare updates to the Municipal Code for the establishment of the Planning Commission. The draft ordinance includes the following as discussed at previous meetings:

Number of Members: Seven Commissioners.

Term: Four years. Three of the seven initial terms are two year appointments to stagger the terms.

Appointment: City Council appointment

Membership:

At the September 25, 2025 Council meeting Council gave direction to staff regarding the number of commissioners, term length, appointment type and started the discussion regarding the Commission membership and purpose/duties. Five members should consist of members qualified by experience or interests in areas related to topics related to Growth Management, Land Use, Housing, Transportation, Economic Development, Parks, or Environment management.

One should include an owner, operator, or employee of a small business within the City limits.

Requirements for Residency:

- Members of the Commission shall be residents of the City who have lived within the City for at least one year prior to appointment to the Commission.
- One member of the Commission may be a nonresident if the member has been an owner, operator, or employee of a small business operating within the City limits for at least one (1) year prior to appointment to the Commission.

Members of the Commission shall not sit on any other City standing commissions or committees.

Purpose/Duties and Responsibilities:

At the October 2, 2025 Council meeting, Council continued the discussion and gave staff direction on commission membership and purpose/duties. The Planning Commission shall review staff proposals, hold public hearings, and submit recommendations to the City Council on certain Type IV and Type VI land use actions. The Planning Commission shall review such other matters and take such further action as the City Council may direct from time to time by motion, resolution, or ordinance.

Planning Commission meetings shall be scheduled once per month, and the planning commission shall meet no less than once per quarter.

Based on Council direction, the Type IV and Type VI land use actions that would go to the Planning Commission for a public hearing and recommendation to Council include:

- Zoning Map Amendment (w/o Comprehensive Plan Amendment)
- Subdivision - Preliminarily Plat & associated alterations
- Binding Site Plans
- Planned Unit Development
- Development Code amendment (DMMC Title 17 & Title 18)

If the Planning Commission were in place in 2025 as proposed the items that were on the City Council agenda that would have been reviewed by the Planning Commission include:

- Accessory Dwelling Units
- Middle Housing
- Application Abandonment
- Co-living Housing

It is very unusual for the Planning Commission's purpose to not include recommendation of the Comprehensive Plan. The statues are written with the intent that the Planning Commission was created to advise the Council on the Comprehensive Plan, although it is not required for a code city.

With the new website we plan on creating a new page to help applicants understand the processes. We heard from Council the land use type numbering (i.e. Type IV of Type VI) can be confusing, with the new website we want to make clear the process for each land use type.

**Council Direction:**

The following Land Use types are not included for review and recommendation by the Planning Commission per the direction of the Council:

- Comprehensive Plan adoption or amendments
- Business park and institutional campus master plans
- Shoreline Development Permit, Conditional use, Variance

Staff also excluded rezones where a comprehensive plan is required, as it would not be feasible to have half the project go to the Planning Commission for the Public Hearing and the other half go to Council for the Public Hearing.

**Next Steps:** The next steps in the Planning Commission creation process includes addressing any outstanding Council questions/additions, and then finalizing Planning Commission Ordinance for second reading. The effective date on the ordinance is set for sixty (60) days after adoption. This gives staff time for applicant recruitment and to bring back for Commission selection prior to the changes in the Municipal Code.

**Alternatives**

1. Adopt the proposed Draft Ordinance No. 25-108 as written.
2. Adopt Draft Ordinance No. 25-108 with amendments.
3. Decline to enact Draft Ordinance 25-108.

**Financial Impact**

A Planning Commission and associated meetings will take additional staff time and overtime costs, and the Commission will need a training budget for Open Public Meeting Act, Public Records Act, and other related training courses as needed, which is estimated at less than \$10,000.

**Recommendations/Concurrence**

Staff recommends passing Draft Ordinance 25-108 related to creating a Planning Commission to a second reading on December 11, 2025.

**CITY ATTORNEY'S FIRST DRAFT 11/17/2025**

**DRAFT ORDINANCE NO. 25-108**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to land use, reinstating a City planning commission, amending DMMC 17.10.130, 17.10.140, 17.10.150, 17.10.160, 18.20.190, 18.20.210, 18.20.230, and 18.30.100, and adding a new chapter to Title 4 DMMC entitled "Planning Commission".

**WHEREAS**, pursuant to RCW 35A.63.020 a code City may create a planning agency, and

**WHEREAS**, the City Council has decided to create a planning agency titled the Planning Commission, and

**WHEREAS**, the Planning Commission shall serve in an advisory capacity as may be provided by this ordinance and shall have such other powers and duties as shall be provided by this ordinance, and

**WHEREAS**, the City Council retains the authority of the planning agency to prepare a comprehensive plan under RCW 35A.63.060, and

**WHEREAS**, the Des Moines City Council held a duly noticed public hearing on December 4, 2025, and

**WHEREAS**, based on the careful consideration of the facts, the City Council finds that the proposed amendments attached and incorporated herein should be approved as presented; now therefore,

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

**NEW SECTION. Sec. 1. Planning Commission established.**

Pursuant to RCW 35A.63.020 there is established a planning commission which shall function in accordance with the provisions of this chapter.

**NEW SECTION. Sec. 2. Membership - term.**

(1) The Planning Commission shall consist of seven members appointed by the City Council.

(2) If qualified candidates are available, members should represent each of the following interests:

(a) Five members should consist of members qualified by experience or interests in areas related to topics related to Growth Management, Land Use, Housing, Transportation, Economic Development, Parks, or Environment management.

(b) One should include an owner, operator, or employee of a small business within the City limits.

(3) Requirements for Residency

(a) Members of the Commission shall be residents of the City who have lived within the City for at least one year prior to appointment to the Commission.

(b) One member of the Commission may be a nonresident if the member has been an owner, operator, or employee of a small business operating within the City limits for at least one (1) year prior to appointment to the Commission.

(4) Members of the Commission shall not sit on any other City standing commissions or committees.

(5) The term of office for members of the Commission shall be four years.

(6) Three of the seven initial appointments to the Planning Commission shall be appointed for two year terms as determined by the City Council.

**NEW SECTION. Sec. 3. Purpose, duties, and responsibilities**

The Planning Commission shall review staff proposals, hold public hearings, and submit recommendations to the City Council on certain Type IV and Type VI land use actions. The Planning Commission shall review such other matters and take such further action as the City Council may direct from time to time by motion, resolution, or ordinance.

Planning Commission meetings shall be scheduled once per month, and the planning commission shall meet no less than four times per year.

**NEW SECTION. Sec. 4. Administrative support.**

The City Manager shall designate a member of the paid staff of the City to serve as secretary of the Planning Commission.

**NEW SECTION. Sec. 5. Procedure.**

(1) Members of the Planning Commission members will choose a presiding officer from their number. The presiding officer can be removed by majority vote of the Planning Commission or majority vote of the City Council.

(2) The Planning Commission may prescribe rules concerning procedures for hearings authorized in the Des Moines Municipal Code, subject to approval by the City Attorney. In the absence of rules of procedure approved by the City Attorney, hearings shall be conducted as required by chapter 4.12 DMMC, City Council - Rules of Procedure.

**NEW SECTION. Sec. 6. Public disclosure information.**

Between January 1 and April 16 of each year during which a member of the planning commission holds office, the member shall file with the City Clerk a financial disclosure statement on a form approved by the City Attorney. Failure to file such form in a timely fashion shall result in the immediate removal of the member from office.

**Sec. 7.** DMMC 17.10.130 and section 50 of Ordinance No. 1585 are each amended to read as follows:

**City Council ~~Planning Commission~~ review.**

(1) General. Pursuant to this chapter and chapter 18.20 DMMC, the ~~City Council~~ Planning Commission shall hold a public hearing on each proposed Type IV land use action. No later than the first regular public meeting after receiving the recommendation of the ~~Planning, Building and Public Works~~

Director on the preliminary subdivision, the City Council shall set by motion the date of the hearing.

(2) Notice. The ~~Planning, Building and Public Works~~ Director shall prepare and distribute public notice of the hearing as set forth in DMMC 17.40.120.

(3) Electronic Sound Recording. The City ~~Council~~ shall make a complete electronic sound recording of each public meeting involving the review of a Type IV land use action.

(4) Recommendation. Upon consideration of the information presented at the public hearing, the Planning Commission shall, by a majority vote of a quorum of its membership, make a recommendation to the City Council.

(5) Recommendation criteria. The Planning Commission may recommend approval of the proposed Type IV land use action only if it finds that it meets the applicable decisional criteria.

(6) Transmittal of Recommendation. The ~~Planning, Building and Public Works~~ Director shall inform the City Council of the Planning Commission's recommendation not later than within the next two (2) regular City Council meetings ~~15 days~~ following the adoption of the Planning Commission's recommendation.

**Sec. 8.** DMMC 17.10.140 and section 51 of Ordinance No. 1585 are each amended to read as follows:

**Public testimony and participation at public hearings.**

Any person may participate in the public hearing in either or both of the following ways:

(1) By submitting written testimony either by delivering this testimony to the ~~Planning, Building and Public Works~~ Department prior to the hearing or by giving it directly to the ~~City Council~~ Planning Commission at the hearing.

(2) By appearing in person, or through a representative, at the hearing and making oral testimony directly to the ~~City Council~~ Planning Commission. The presiding officer may reasonably

Ordinance No. \_\_\_\_  
Page 5 of 12

limit the extent of oral testimony to facilitate the orderly and timely conduct of the hearing.

**Sec. 9.** DMMC 17.10.150 and section 52 of Ordinance No. 1585 are each amended to read as follows:

**Continuation of hearing.**

The ~~City Council~~Planning Commission may continue the hearing if, for any reason:

- (1) It is unable to hear all of the public testimony on the matter;
- (2) It determines that it needs more information on the matter; or
- (3) It directs that the proposed preliminary subdivision be modified.

If, during the hearing, the ~~City Council~~Planning Commission announces the time and place of the next hearing on the matter, no further notice of that hearing need be given.

**Sec. 10.** DMMC 17.10.160 and section 53 of Ordinance No. 1585 are each amended to read as follows:

**City Council's decision.**

(1) General. Following its consideration of the record and the Planning Commission's recommendation in the matter, the City Council shall by motion direct administration to return the proposed preliminary subdivision to the applicant for modification or draft a resolution to either:

- (a) Approve the preliminary subdivision; or
- (b) Approve the preliminary subdivision subject to certain conditions; or
- (c) Disapprove the preliminary subdivision.

(2) Decisional Criteria. The City Council may approve the proposed preliminary subdivision only if it finds that:

(a) It is consistent with the applicable provisions of the Comprehensive Plan, Zoning Code, Shoreline Master Program, and other City policies and regulations; and

(b) It is consistent with the applicable provisions of chapter 17.35 DMMC (layout and design of subdivisions); and

(c) There are adequate provisions for open spaces, drainage ways, rights-of-way, sidewalks, and other planning features that assure safe walking conditions for pedestrians, including students who walk to and from school, easements, water supplies, sanitary waste, fire protection, power service, parks, playgrounds, and schools; and

(d) It will serve the public use and interest and is consistent with the public health, safety, and welfare. The City Council shall be guided by the policy and standards and may exercise the powers and authority set forth in chapter 58.17 RCW, as presently constituted or as may be subsequently amended; and

(e) The proposed preliminary subdivision provides for coordinated development with adjoining properties or future development of adjoining properties including but not limited to provisions for improved or shared access where appropriate.

(3) Conditions, Restrictions, and Modifications. The City Council shall include in its decision any conditions, restrictions, and modifications that are determined as necessary to eliminate or minimize any undesirable effects or impacts that would result from approving the proposed subdivision. Any conditions, restrictions, and modifications that are imposed shall become part of the decision.

(4) Dedication. The City Council may require dedication of tracts, easements, or rights-of-way for utility or other public purposes. Such dedications shall be clearly shown and described on all documents required by this chapter.

(5) Contents of Decision. The City Council shall adopt by resolution:

(a) A statement approving, approving with conditions, or denying the preliminary subdivision; and

(b) Any conditions, restrictions, and modifications that are imposed; and

(c) Findings of fact that support the decision, including any conditions, restrictions, and modifications that are imposed; and

(d) A statement of the criteria used in making the decision; and

(e) A summary of the rights, as established in this chapter, of the applicant and others to request reconsideration of the decision of the City Council.

(6) Distribution of Decision. Within ~~fifteen~~ days following the City Council decision, the ~~planning official~~ City Clerk shall distribute the resolution to the applicant. ~~as follows:~~

~~(a) To the applicant; and~~

~~(b) To each person who submitted timely written or oral testimony to the City Council for inclusion in the record.~~

(7) Failure to Resubmit. Preliminary subdivision applications returned to the applicant for modification that are not resubmitted to the planning official within ~~45~~ 60 days of the date of the City Council public hearing will be, for the purposes of this chapter, considered withdrawn; except that the ~~Planning, Building and Public Works~~ Director may extend the period to resubmit the application for an additional ~~45~~ 60 days upon written request by the applicant submitted within the initial ~~45~~ 60-day resubmittal period. Time spent by the applicant to make modifications as directed by the City Council shall not

be counted toward application time limits specified in DMMC 17.10.190, Processing preliminary subdivisions - Time limits.

**Sec. 11.** DMMC 18.20.190 and section 69 of Ordinance No. 1591 as amended by section 4 of Ordinance No. 1737 are each amended to read as follows:

**Review process for Type IV land use action.**

(1) For all Type IV land use actions except matters governed by DMMC chapter 16.05, chapter 16.20, chapter 18.95, chapter 18.105, and zoning map amendments that require a Comprehensive Plan Amendment, the Planning Commission shall conduct a public hearing for the review of the proposed land use action. The Planning Commission may recommend approval, approval with conditions or amendments, or denial of a Type IV land use action. The recommendation(s) of the Planning Commission shall be forwarded to the City Council. Hearings not delegated to the Planning Commission shall be conducted by the City Council or as otherwise directed by motion of the City Council.

(2) Upon conclusion of the 15-day comment period and any applicable SEPA appeal period, the City Council may approve, approve with conditions, or deny a Type IV land use action upon compliance with the procedural requirements of chapter 18.240 DMMC, Hearing Examiner.

(3) The City Council's decision regarding a Type IV land use action is appealable to the Superior Court of Washington for King County as specified by DMMC 18.20.290 (Appeal from decision of the City Council).

**Sec. 12.** DMMC 18.20.210 and section 71 of Ordinance No. 1591 as amended by section 6 of Ordinance No. 1737 are each amended to read as follows:

**Review process for Type VI land use action.**

(1) For all Type VI land use actions except textual code amendments for titles 12, 14, and 16, and adoption or amendment of the Comprehensive Plan, and Area-wide rezones that require Comprehensive Plan amendment, the Planning Commission shall conduct a public hearing for the review of the proposed land use

action. The Planning Commission may recommend approval, approval with conditions, or denial of a Type VI land use action. The recommendation(s) of the Planning Commission shall be forwarded to the City Council. Hearings not delegated to the Planning Commission shall be conducted by the City Council or as otherwise directed by motion of the City Council.

(~~12~~) For textual code amendments, the ~~Planning, Building and Public Works~~ Director may schedule a public hearing before the ~~City Council~~ Planning Commission as provided in DMMC 18.30.100.

(~~23~~) Upon conclusion of the 15-day comment period, the City Council may approve, approve with conditions, or deny a Type VI land use action upon compliance with the procedural requirements of chapter 18.30 DMMC, Amendments to the Zoning Code, Map and Planned Unit Developments.

(~~34~~) Except for matters subject to review by the Central Puget Sound Growth Management Hearings Board as provided by RCW 36.70A.280, as presently constituted or as may be subsequently amended, the City Council's decision regarding a Type VI land use action is appealable to the Superior Court of Washington for King County as specified by DMMC 18.20.290 (Appeal from decision of the City Council).

**Sec. 13.** DMMC 18.20.230 and section 71 of Ordinance No. 1591 as amended by section 6 of Ordinance No. 1737 are each amended to read as follows:

**Procedures for open record public hearings.**

(1) Open record public hearings shall be conducted as required by chapter 4.12 DMMC, City Council - Rules of Procedure, and chapter 18.240 DMMC, Hearing Examiner, and other applicable law.

(2) Written information received from the public or other agencies shall be admitted to the record during the time between the publication of the applicable public notice, and the closing of the open record public hearing by the presiding officer of the City Council or Planning Commission hearing.

(3) Oral testimony from the public or other agencies shall be admitted to the record during the time between the opening and closing of the open record public hearing by the presiding officer of the City Council or Planning Commission hearing.

(4) Upon the closing of the open record public hearing by the presiding officer of the City Council or Planning Commission hearing, no additional written information or oral testimony from the public or other agencies will be accepted or considered.

**Sec. 14.** DMMC 18.30.100 and section 104 of Ordinance No. 1591 as amended by section 7 of Ordinance No. 1737 are each amended to read as follows:

**Textual changes to zoning code or area-wide rezones.**

Amendments to this Title that constitute a textual change or an area-wide rezone are made in the following manner:

(1) As used in this section, unless the context or subject matter clearly requires otherwise, "textual change" means a change or amendment to this Title except:

(a) Amendments changing the zone of a particular parcel of property (commonly known as a rezone); or

(b) Actions relating to adoption or amendment to the Comprehensive Plan.

(2) No textual change is made without at least one public hearing before the ~~City Council~~ Planning Commission.

(3) Notice of the public hearing shall generally conform with DMMC 17.45.070, Notice. Continued hearings may be held at the discretion of the ~~City Council~~ Planning Commission but no additional notice is required.

(4) The Planning, Building and Public Works Director may schedule a public meeting of the Planning Commission to allow for review of a proposed textual code amendment. The Planning Commission may recommend approval, approval with conditions or amendments, or denial of the propose textual code amendment. The

Ordinance No. \_\_\_\_  
Page 11 of 12

recommendation(s) of the Planning Commission shall be forwarded to the City Council for review during the public hearing.

**Sec. 15. Codification.** Sections 1 through 6 of this ordinance shall be codified as a new chapter in Title 4 DMMC entitled "Planning Commission".

**Sec. 16. Severability - Construction.**

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

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

**Sec. 17. Effective date.** This ordinance shall take effect and be in full force ~~five-Sixty~~ (605) days after its passage, approval, and publication in accordance with law.

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

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

APPROVED AS TO FORM:

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

ATTEST:

Ordinance No. \_\_\_\_  
Page 12 of 12

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

Published: \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Amended Transportation  
Improvement Plan (2026-2045)

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 24, 2025

ATTACHMENTS:

1. Draft Resolution No. 25-114
2. Draft Amended TIP 2026-2045

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this public hearing is for the City Council to approve Draft Resolution No. 25-114 (Attachment 1) amending the Transportation Improvement Plan (TIP) for the City of Des Moines for the years 2026-2045.

**Suggested Motion**

**Motion:** "I move to approve Draft Resolution No. 25-114 amending the 2026-2045 Transportation Improvement Plan for the City of Des Moines."

### **Background**

Each year the City of Des Moines, and all cities and counties in Washington State, submit a Transportation Improvement Plan to the State as required by RCW 35.77.010. This document is useful for agencies to plan and prioritize transportation system improvements while also providing a consistent process for interagency coordination to identify need and funding requirements on a regional and statewide basis.

The City of Des Moines' TIP (Attachment 1) is a long range, 20-year transportation plan that identifies motorized and non-motorized needs that are not financially constrained. Each project is listed, along with a brief description of the proposed improvements. Proposed project schedules and preliminary level cost estimates identify strategic project planning. The costs are broken down into three categories: Engineering (PE), Right-of-Way acquisition (RW), and Construction (CN) which are consistent with State and regional project programming designations.

The plan is derived from the City's Comprehensive Transportation Plan (CTP) and is a list of prioritized projects based primarily on:

- CTP (Safety, capacity, non-motorized, and transit needs).
- Analysis of existing system (Traffic engineering studies, citizen input, etc.).
- Interagency Coordination (Franchise Utility, SeaTac, Sound Transit, etc.).

The TIP is utilized to:

- Fulfill reporting requirements by State Law (RCW 35.77.010) by July 31<sup>st</sup>.
- Direct the development of the 6-year Capital Improvement Plan (CIP).
- Provide coordination between franchise utilities and neighboring agencies.
- Fulfill reporting to the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC) in order to pursue loan and grant opportunities.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priorities projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

At the June 25, 2025, City Council meeting, Resolution No. 1486 was passed by the City Council adopting the 2026-2045 Transportation Improvement Plan.

### **Discussion**

At the October 9, 2025, City Council meeting, the Council requested staff to bring forward, for consideration, an amendment to add passenger ferry service to the adopted 2026-2045 Transportation Improvement Plan.

The draft amended 2026-2045 Transportation Improvement Plan (Attachment 2) has been updated with the following:

- Priority 35 – Des Moines Passenger Ferry Service
  - **New Project** to “Support efforts to spur the return of passenger-only ferries that will include routes connecting Des Moines”

**Alternatives**

The Council can choose to make various changes to the TIP; projects can be moved to different years, added to or taken off the TIP, and priority numbers can be changed.

**Financial Impact**

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other sources of funds. Frequently, project loans or grants require that individual projects be on a plan adopted by the City Council. Furthermore, projects using Federal funding are specifically required to be identified on the City's TIP.

It is the City's desire for future passenger ferry service to be financially supported and operated by King County Metro.

**Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

n/a

**CITY ATTORNEY'S FIRST DRAFT 12/4/2025**

**DRAFT RESOLUTION NO. 25-114**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** adopting an amended Transportation Improvement Plan for the City of Des Moines for the years 2026 through 2045.

**WHEREAS,** in accordance with the provisions of RCW 35.77.010, a public hearing was held on December 4, 2025 by the Des Moines City Council to consider the adoption of an amended Transportation Improvement Plan, and all persons wishing to be heard were heard, and

**WHEREAS,** based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the amended Transportation Improvement Plan attached to this Resolution; now therefore,

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

**Sec. 1.** The City Council adopts the amended Transportation Improvement Plan for the City of Des Moines for the years 2026 through 2045, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

**Sec. 2.** The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

**Sec. 3.** The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

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

City Attorney

ATTEST:

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

ATTACHMENT A

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045
				Federal Funds	State Funds	Local Funds	Total Funds						
1	PRES-1.0	<b>Pavement Preservation Program</b> Citywide Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures.	PE RW CN			380	380	20	20	20	60	80	180
						17100	17100	900	900	900	2700	3600	8100
				0	0	17480	17480	920	920	920	2760	3680	8280
2	TRAF-5.0	<b>Traffic Safety Improvement Program (ASE)</b> Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns.	PE RW CN			152	152	8	8	8	24	32	72
						1900	1900	100	100	100	300	400	900
				0	0	2052	2052	108	108	108	324	432	972
3	PRES-5.0	<b>ADA Compliance Program</b> Citywide Installation of Right-of-Way and facility improvements.	PE RW CN			290	290	20	20	20	60	80	90
						1450	1450	100	100	100	300	400	450
				0	0	1740	1740	120	120	120	360	480	540
4	TIF-2.2	<b>24th Ave S. Improvement Project (Segment 2)</b> 24th Ave. S from: S 223rd Street to: Kent-Des Moines Road Sidewalk, curb, gutter & drainage improvements in conjunction with SWM's 24th Ave Pipeline Replacement. Provide 2-way left turn lane and enhanced pedestrian crossings.	PE RW CN				0						
						3300	4900	4900					
				0	3300	1600	4900	4900	0	0	0	0	0
5	S-25.0	<b>Sound Transit - Link Light Rail</b> from: S 216th Street to: S 272nd Street Coordination on Link Light Rail Alignment	PE RW CN			20	20	20					
						40	40	40					
				0	0	60	60	60	0	0	0	0	0
6	S-32.0	<b>WSDOT - SR509 Gateway and S 216th Street Bridge</b> from: S 216th Street to: S 272nd Street Coordination on SR 509 Gateway.	PE RW CN				0						
						250	250	250					
				0	0	250	250	250	0	0	0	0	0
7	TRAIL-2.3	<b>Barnes Creek Trail - South Segment</b> from: 16th Ave. S to: Highline College Construct shared use path/trail along the north side of S 240th Street. Potential non-motorized facilities on the south side of S 240th Street and associated traffic safety enhancements.	PE RW CN		300	600	300	300					
					3000	3000	6000	6000					
				0	3300	3600	6900	6900	0	0	0	0	0

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)								
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045			
				Federal Funds	State Funds	Local Funds	Total Funds									
8	S-21.2	<b>S 240th Street Improvements (Segment 2)</b> S 240th Street from: 20th Ave. S to: 16th Ave. S  Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		200 150 4800	100 50 1200	300 200 6000	300 200 6000								
				0	5150	1350	6500	6500	0	0	0	0	0	0	0	
9	TRAF-3.0	<b>Neighborhood Traffic Calming Program</b> Citywide  Respond to traffic calming concerns.	PE RW CN			200 800	200 800	10 40	10 40	10 40	30 120	40 160	100 400			
				0	0	1000	1000	50	50	50	150	200	500			
10	TRAF- 4.0	<b>Guardrail Program</b> Citywide  Install new guardrail and upgrade existing installations.	PE RW CN			18 227	18 227	2 23		2 23	4 66	10 115				
				0	0	245	245	25	0	25	70	125	0			
11	S-3.1	<b>S 200th Street &amp; S 199th Street Improvements (Segment 1)</b> S 200th Street from: DMMD to: 8th Ave. S  Known as the North Hill Elementary Walkway Improvements Project. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN		430 235 1700	20 65 900	450 300 2600	450 300 2000		600						
				0	2365	985	3350	2750	600	0	0	0	0	0	0	
12	TIF-2.1	<b>24th Ave. S Improvement Project (Segment 1)</b> 24th Ave. S from: S 216th Street to: S 223rd Street  Sidewalk, curb, gutter & drainage improvements. Provide 2-way left turn lane.	PE RW CN		480 112 4000	120 28 1000	600 140 5000				600 140		5000			
				0	4592	1148	5740	0	0	0	740	5000	0			
13	S-21.3	<b>S 240th Street Improvements (Segment 3)</b> S 240th Street from: 16th Ave. S to: Marine View Drive  Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		500 350 3200	50 50 1900	550 400 5100			550 400		5100				
				0	4050	2000	6050	0	0	950	5100	0	0	0	0	
14	TIF-16.0	<b>Marine View Drive and S 240th Street Project</b> Intersection Project from: to:  Reconstruct roadway to improve horizontal alignment. Provide pedestrian facilities, and widen approaches. Install roundabout or traffic signal if warranted.	PE RW CN			165 100 1900	165 100 1900			165 100		1900				
				0	0	2165	2165	0	0	265	1900	0	0	0	0	

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045	
				Federal Funds	State Funds	Local Funds	Total Funds							
15	S-5.0	<b>S 223rd Street / Cliff Ave. Street Improvements</b> Cliff Ave/South 223rd Street  from: Beach Park/Marina Entrance to: Marine View Dr. Corridor redevelopment as part of the overall Marina Redevelopment priority. Targets non-motorized users, connectivity between downtown and Marina, as well as the analysis of strategic storm water quality	PE RW CN		5000 25000	1000 5000	6000 30000					6000 30000		
				0	30000	6000	36000	0	0	0	0	36000	0	
16	PL-1.0	<b>CTP Update</b>  from: to:	PE RW CN			1500	1500 0 0			700				800
				0	0	1500	1500	0	0	700	0	0	0	800
17	S-21.1	<b>S 240th Street Improvements (Segment 1)</b> S 240th Street  from: East City Limits to: 20th Ave. S Reconstruct roadway including two travel lanes, two-way left turn lane, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		200 150 4800	100 50 1200	300 200 6000				300		200 6000	
				0	5150	1350	6500	0	0	0	300	6200	0	
18	PRNIP-S2.0	<b>S 224th Street Improvements</b> Pacific Ridge NIP S2  from: Pacific Highway S to: 30th Ave. S Reconstruct roadway. Complete curb, gutter, and sidewalk improvements.	PE RW CN			113 95 700	113 95 700	113		95 700				
				0	0	908	908	113	795	0	0	0	0	
19	TRAF-8.0	<b>Redondo Area Parking Management Project</b> Redondo Area  Installation of parking management system on S 282nd Street, Redondo Way, and portions of Sound View Dr.	PE RW CN			25 325	25 0 325	25						
				0	0	350	350	350	0	0	0	0	0	
20	TRAF-7.0	<b>Redondo Area Street Lights</b> Neighborhood streets in the lower Redondo area  from: S 281st Street to: South City Limits Install conduit and street lighting in local road areas currently without lighting	PE RW CN			10 60	10 0 60			10 60				
				0	0	70	70	0	0	70	0	0	0	
21	TIF-23.0	<b>Marine View Drive ITS Project</b>  from: Kent-Des Moines Road to: DMMD Coordinate and optimize signal timing by installing fiber optic signal communications.	PE RW CN			10 100	10 0 210	10						
				0	110	110	220	220	0	0	0	0	0	

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
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Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)							
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045		
				Federal Funds	State Funds	Local Funds	Total Funds								
22	TRAIL-2.1	<b>Barnes Creek Trail - North Segment</b> Following SR 509 Right-of-Way from: S 216th Street to: S 223rd Street Construct shared use path/trail along old SR509 ROW.	PE RW CN		300	285	585	535		50					
					3200	1700	4900	250	1900	3000					
					0	3500	2235	5735	785	1900	3050	0	0	0	0
23	TRAIL-2.2	<b>Barnes Creek Trail - Central Segment</b> Following SR 509 Right-of-Way from: S 223rd Street to: 16th Ave. S Construct shared use path/trail along old SR509 ROW and South side of Kent-Des Moines Road	PE RW CN	85		200	200						200		
				3460		540	4000						100		4000
				3545	0	755	4300	0	0	0	0	0	4300	0	0
24	S-24.0	<b>Downtown Des Moines Improvements</b> from: S 227th/220&223 to: 6th/8th Provide sidewalks 6th Ave. S. & side streets from S.227th to S.220th/8th Ave S (west side) & side streets and alleys from S.227th to S.223rd. May include street & water distribution upgrades. May include S 222nd cul-de-sac roadway improvements.	PE RW CN			700	700						700		
						3500	3500						3500		
				0	0	4200	4200	0	0	0	0	0	4200	0	0
25	ITS-1.0	<b>Traffic Management Center (TMC)</b> Citywide/Public Works - Engineering Continue to improve communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program.	PE RW CN			10	10			10					
						50	50			50					
				0	0	60	60	0	0	60	0	0	0	0	0
26	TRAF-9.0	<b>Redondo Beach Drive - Seawall Pile Corrosion Project</b> from: S 283rd Street to: Redondo Shores Drive S Corrosion protection for seawall H-Piles.	PE RW CN			30	30			30					
						300	300				300				
				0	0	330	330	0	0	30	300	0	0	0	0
27	S-8.0	<b>Redondo Way Sidewalk Project</b> Redondo Way South from: Redondo Beach Dr. to: East of Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive	PE RW CN			100	100					25	75		
						1000	1000						1000		
				0	0	1100	1100	0	0	0	25	1075	0	0	0
28	PL-4.0	<b>Parking Management Plan (Highline College Area)</b> from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN			100	100			50	50				
						100	100	0	0	50	50	0	0	0	0

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
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				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045	
				Federal Funds	State Funds	Local Funds	Total Funds							
29	TIF-4.2	<b>Kent-Des Moines Road Improvements (Segment 2)</b> (SR 516) from: 24th Ave. S to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent.	PE RW CN			485	485				485			
				2300	400	100	500				500			
				2300	2700	1700	6300	0	0	0	7285	0	0	0
30	INT-7.0	<b>Pacific Highway S and S 240th Street Project</b> Intersection Improvements from: to: Widen to provide dual left turn pocket for eastbound approach, revise signal timing. Coordinate with the City of Kent.	PE RW CN		500	100	600						600	
					500		500						500	
					3000		3000	0	0	0	0	0	3000	0
				0	4000	100	4100	0	0	0	0	0	4100	0
31	TIF-6.0	<b>16th Ave. S / 18th Ave. S Road Improvements</b> Following along old SR 509 Right-of-Way from: S 220th Street to: S 216th Street Construct new neighborhood collector alignment along 16/18th Ave. S.. corridor, incl. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment.	PE RW CN		300	300	600						600	
						500	2700						2700	
				0	2500	800	3300	0	0	0	0	0	3300	0
32	PL-2.0	<b>Downtown Circulation Study</b> from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PE RW CN			100	100				100			
				0	0	100	100	0	0	0	100	0	0	0
33	PL-3.0	<b>Parking Management Plan (Downtown)</b> from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN			100	100				100			
				0	0	100	100	0	0	0	100	0	0	0
34	S-30.0	<b>Wooten Park Access and Parking Improvements</b> North of Redondo Way South from: Redondo Way South to: South 282nd St Increase parking with a new parking lot east of Wooten Park	PE RW CN			150	150				50		100	
						1500	1500						1500	
				0	0	1650	1650	0	0	0	50	1600	0	0
35	S-34.0	<b>Des Moines Passenger Ferry Service</b> Support efforts to spur the return of passenger-only ferries that will include routes connecting Des Moines.	PE RW CN				0							
				0	0	0	0	0	0	0	0	0	0	0

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045	
				Federal Funds	State Funds	Local Funds	Total Funds							
36	S-1.0	<b>Des Moines Memorial Drive Improvements</b> Des Moines Memorial Drive from: S 208th Street to: Marine View Drive Install bike lanes, curb, gutter, drainage & sidewalks. Add a lane to approach to Marine View Dr.& left turn pockets where feasible.	PE RW CN		250 200 5000	500 150 2000	750 350 7000						750 350 7000	
				0	5450	2650	8100	0	0	0	0	0	8100	0
37	TIF-14.0	<b>Des Moines Memorial Drive and Marine View Drive</b> Intersection Improvements from: to: Lengthen approach lanes, coordinate signal with MVD and 7th/216th. Consider possibility of a Round-About.	PE RW CN		100 60 1600	300 40 400	400 100 2000						400 100 2000	
				0	1760	740	2500	0	0	0	0	0	2500	0
38	INT-8.0	<b>Marine View Drive and 7th/216th Street Project</b> Intersection Improvements from: to: Optimize signal timing, and coordinate signal with DMMD and MVD intersection.	PE RW CN			30 270	30 270 0						30 270	
				0	0	300	300	0	0	0	0	0	300	0
39	S-2.1	<b>8th Ave. S Improvement Project (Segment 1)</b> 8th Avenue South (North Hill) from: North City Limits to: S. 200th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN			700 4000	700 4000 0						700 4000	
				0	0	4700	4700	0	0	0	0	0	4700	0
40	TIF-4.3	<b>Kent-Des Moines Road Improvements (Segment 3)</b> (SR 516) from: Marine View Drive to: 16th Ave. South Widen roadway to provide pedestrian facilities and additional lanes where warranted.	PE RW CN			1400 1000 2100	1400 1000 6600							1400 1000 6600
				2000	2500	4500	9000	0	0	0	0	0	0	9000
41	INT-10.0	<b>Marine View Drive and Kent-Des Moines Road Project</b> Intersection Improvements from: to: Add a second eastbound through lane through the intersection.	PE RW CN		400 500 1000	200 300	600 800 1600						600 800 1600	
				600	1900	500	3000	0	0	0	0	0	3000	0
42	TIF-15.0	<b>Marine View Drive and S 227th Street Project</b> Intersection Improvements from: to: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection.	PE RW CN		100 500	40 60	140 560						140 560	
				0	600	100	700	0	0	0	0	0	700	0

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)						
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045	
				Federal Funds	State Funds	Local Funds	Total Funds							
43	TIF-4.1	<b>Kent-Des Moines Road Improvements (Segment 1)</b> (SR 516) from: 16th Ave. S. to: 24th Ave. S. Widen roadway to provide pedestrian facilities and center 2-way turn lane where warranted	PE RW CN			700 600 1700	700 600 4700						700 600 4700	
				500	2500	3000	6000	0	0	0	0	0	6000	0
44	S-27.0	<b>30th Ave S. Over-Crossing</b> Bridge Crossing over Kent-Des Moines Road from: to: Construct vehicular or ped/bike bridge over Kent Des Moines Road linking Pacific Ridge with Midway. Coordinate with Kent.	PE RW CN			750 800 6500	750 800 6500							750 800 6500
				0	0	8050	8050	0	0	0	0	0	0	8050
45	S-20.0	<b>Redondo Beach Drive Sidewalk Project</b> Redondo Beach Drive from: S. 281st St to: South City Limits Install sidewalk where missing and make pedestrian improvements.	PE RW CN			100 0 500	100 0 500						100 0 500	
				0	0	600	600	0	0	0	0	0	600	0
46	S-3.2	<b>S 200th Street &amp; S 199th Street Improvements (Segment 2)</b> from: 8th Ave S to: 1st Ave. S. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN		100 50 1200	200 50 600	300 100 1800						300 100 1800	
				0	1350	850	2200	0	0	0	0	0	2200	0
47	TIF-7.5a	<b>16th Ave. S Improvements Project (Segment 5a)</b> 16th Avenue South from: S. 272nd St. to: S. 276th Street Widen to provide 3-lane roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN		60 1200	140 40 600	140 100 1800						140 100 1800	
				0	1260	780	2040	0	0	0	0	0	2040	0
48	TIF-3.3 TIF-17.0	<b>16th Ave. S Improvements Project (Segment 3)</b> 16th Avenue South from: Kent-Des Moines Rd. to: S. 240th St. Widen to provide center turn lane at apartment driveways south of Kent-Des Moines Road. Provide bus pullouts.	PE RW CN			400 500 1200	400 500 3200						400 500 3200	
				0	2000	2100	4100	0	0	0	0	0	4100	0
49	TIF-3.2	<b>16th Ave. S Improvements Project (Segment 2)</b> 16th Avenue South from: S. 260th St. to: S. 250th Street Install curbs, gutters and sidewalks and bike lanes. Provide 2-way left turn lane.	PE RW CN			1200 300 3000	1200 300 5100						1200 300 5100	
				0	3000	3600	6600	0	0	0	0	0	6600	0

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)							
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045		
				Federal Funds	State Funds	Local Funds	Total Funds								
50	S-12.0	<b>S 208th Street Sidewalk Project</b> South 208th Street from: 1st Ave. S. to: DMMD Install sidewalk and make pedestrian improvements.	PE RW CN			260 40 1300	260 40 1300								260 40 1300
				0	0	1600	1600	0	0	0	0	0	0	0	1600
51	TIF-8.2	<b>20th Ave. S Improvements Project (Segment 2)</b> 20th Avenue South from: S. 240th St. to: S. 243rd Street Reconstruct and extend neighborhood collector street with curb, gutter and sidewalks.	PE RW CN			300 1200	300 1200								300 1200
				0	0	1500	1500	0	0	0	0	0	0	0	1500
52	S-6.0	<b>20th Ave S. Improvements Project (Segment 1)</b> 20th Avenue South from: S. 243rd St. to: S. 250th Street Reconstruct to Neighborhood Collector standards and provide curb, gutter and sidewalks.	PE RW CN		200 1000	200 1000	400 2000								400 2000
				0	1200	1200	2400	0	0	0	0	0	0	0	2400
53	S-7.0	<b>S 250th / 251st Street Improvements</b> South 250th/251st Street from: Marine View Drive to: 16th Ave. S. Construct bike lanes and curb, gutter and sidewalk on both sides.	PE RW CN		50 25 1200	300 25 1200	350 50 2400								350 50 2400
				0	1275	1525	2800	0	0	0	0	0	0	0	2800
54	TIF-18.0	<b>16th Ave S. and S 250th Street Project</b> Intersection Improvements from: to: Add eastbound right turn pocket.	PE RW CN			50 200	50 200								50 200
				0	0	250	250	0	0	0	0	0	0	0	250
55	S-9.0	<b>S 272nd Street / Marine View Drive Project</b> from: to: Reconstruct roadway to improve horizontal and vertical alignment.	PE RW CN			150 500 150	150 650								150 650
				0	500	300	800	0	0	0	0	0	0	0	800
56	INT-6.0	<b>Pacific Highway S and S 260th Street</b> Intersection Improvements from: to: Revise signal timing. Coordinate with the City of Kent.	PE RW CN		20 120	20	40 120								40 120
				0	140	20	160	0	0	0	0	0	0	0	160

**ATTACHMENT A**

Agency: City of Des Moines, WA  
 County No.: 17 County Name: King County  
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045  
 Hearing Date: 06/25/25 Adoption Date: 06/25/25  
 Amend Date: XXX Resolution Number: 1486

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)							
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045		
				Federal Funds	State Funds	Local Funds	Total Funds								
57	TIF-3.4 TIF-17.0	<b>16th Ave. S Improvements Project (Segment 4)</b> 16th Avenue South from: S. 240th St. to: S. 250th St. Widen to three lane minor arterial with curbs, gutters, bike lanes and sidewalks.	PE RW CN			800 200 1500	800 200 3500								800 200 3500
				0	2000	2500	4500	0	0	0	0	0	0	0	4500
58	S-10.0	<b>S 222nd Street Improvements Project</b> South 222nd Street from: Marine View Drive to: Pacific Highway South Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		300 2000	200 500	500 2500								500 2500
				0	2300	700	3000	0	0	0	0	0	0	0	3000
59	S-33.1b	<b>S 216th Street Improvements (Segment 1b)</b> Transportation Gateway Project (1 of 4 projects) South 216th Street from: East City Limits to: Pacific Highway South Widen to provide additional travel lanes, bike lanes, curb, gutter, & sidewalks. Project coordinated with WSDOT construction of SR509 to replace the I-5 overcrossing with transitions to the planned lane configuration.	PE RW CN			500 800 1000	500 800 2600								500 800 2600
				800	800	2300	3900	0	0	0	0	0	0	0	3900
60	TIF-7.5b	<b>16th Ave. S Improvements Project (Segment 5b)</b> 16th Avenue South from: S. 276th St. to: Pacific Highway South Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN		240 900 1660	200 600 800	440 1500 2460								440 1500 2460
				0	2800	1600	4400	0	0	0	0	0	0	0	4400
61	S-28.0	<b>S 240th Street Overcrossing</b> Bridge Crossing over I-5 from: Pacific Highway South to: Military Road Construct bridge over Interstate 5. Coordinate with City of Kent.	PE RW CN			2000 1500 10000	2000 1500 10000								2000 1500 10000
				0		13500	13500	0	0	0	0	0	0	0	13500
62	S-23.0	<b>Marina Bike Connection</b> from: S. 227th Street to: Cliff Ave. S. Install bike connection through the Marina to link the Des Moines Creek Trail to S. 227th St.	PE RW CN			60 0 100	60 0 100								60 0 100
				0	0	160	160	0	0	0	0	0	0	0	160
63	S-11.0	<b>S 272nd Street Improvements Project</b> South 272nd Street from: Pacific Highway South to: 16th Ave. S. Install access control to enhance safety.	PE RW CN			20 80	20 80								20 80
				0	0	100	100	0	0	0	0	0	0	0	100









**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: City Council Compensation  
Framework and Survey Discussion

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: Administration on behalf of  
the City Council

ATTACHMENTS:  
1. None

DATE SUBMITTED: November 25, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this item is to seek direction from the City Council regarding next steps for a potential City Council compensation adjustment.

**Background**

At the October 23, 2025 City Council meeting, the Council directed staff to return at a future meeting with information on a potential cost-of-living adjustment for City Councilmembers. This information was provided to the Council on November 13, 2025. At that meeting, the Council requested that staff bring back survey data from other jurisdictions for review to help provide context related to City Council compensation. Staff will be presenting this information and seeking direction from the Council as to next steps.

**Discussion**

Compensation for City Councilmembers attending official Council meetings is set by DMMC 4.08.020 and has not been adjusted since 1999. The Council has directed staff to provide information on the process for updating this Municipal Code as well as survey data from other jurisdictions. This discussion item is intended to explain the mechanics and legal requirements for establishing or adjusting Council compensation under state law, including how and when changes may take effect. The Council may also choose to take no action at this time and maintain the current compensation level. Forgoing a change would preserve the existing structure until a future review or formal action is initiated by Council.

Under Washington law, Council compensation must be established either by ordinance or by an independent salary commission formed under RCW 35.21.015. At the request of the City Council, staff have focused on the ordinance-based approach for this discussion.

Any ordinance increasing the Council rate of pay must either specify a fixed dollar amount or a fixed percentage increase, and once adopted, it remains in effect until amended or repealed by a future ordinance. For example, the Council may:

- 1. Elect to set the compensation per meeting at a specific dollar amount.
- 2. Elect to implement an annual increase at a specific percentage.
- 3. Elect to implement an annual increase at a specific dollar amount.

Annual increases tied to the CPI or bargaining unit increases are not allowed as explained by the [Washington State Auditor’s Office Bulletin \(No. 1999-01\)](#), “[U]nless the increase can be foreseen at the beginning of the term, salary increases connected to an index violated the constitutional restriction.”

In addition to limits on how compensation is set, state law contains specific provisions on the effective date of salary adjustments when set by the Council via an ordinance.

**Example of Timing and Impact (November 2025 Election)**

Under *Article XI, Section 8.* of the Washington State Constitution, compensation adjustments for elected officials who set their own compensation cannot take effect during a current term of office. Any change must apply prospectively to the next term for that position, regardless of whether the seat is filled by a new member or a re-elected incumbent. Additionally, any adjustments that occur after the general election, will not take effect for those currently on the Council until the commencement of their next term of office.

<b>Councilmember Status</b>	<b>Election/Term Timing</b>	<b>Effect of Ordinance Adopted After November 2025 Election but Before January 1, 2026</b>
<b>Incumbent</b>	If re-elected: new term begins Jan 1, 2026	New per meeting rate applies beginning January 1, 2030
<b>Future Councilmember who is not on the Council for the vote</b>	Term begins Jan 1, 2026	New per meeting rate applies Jan 1, 2026
<b>Councilmembers not up for election in 2025</b>	Continue existing term through 2027	Remain at current per meeting rate until the start of their next term (e.g., Jan 1, 2028)

If the ordinance is adopted after January 1, 2026, the new rate would not take effect until the next election cycle, beginning January 1, 2028 and January 1, 2030 depending on length of term. Any changes to Council compensation would require an amendment to the Des Moines Municipal Code through the adoption of an ordinance. Under Council Protocol Manual Rules, an ordinance requires two (2) readings which would mean that it is unlikely any amendment would be adopted before January 1, 2026.

This timing ensures full compliance with the Washington State Constitution and reflects established legal precedent that prohibits mid-term compensation changes for elected officials who determine their own compensation.

**Alternatives**

N/A

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Animal Control Discussion regarding potential contract with Burien CARES

ATTACHMENTS:

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: Police Department

DATE SUBMITTED: November 18, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this presentation is to discuss terms for a potential contract with Burien CARES for Animal Control Services in 2026 and 2027.

**Background**

As a result of the 2025/2026 budget process, Animal Control Services were significantly reduced in 2025. As the City has worked to identify new revenue sources, the return of Animal Control services is feasible.

On October 9, 2025, the City Council approved a new Public Safety Sales Tax, and a portion of that revenue has been planned to support the return of animal control services in Des Moines. If Council supports moving ahead, and the new tax and related implementation steps proceed as scheduled, animal control services could return as early as April.

### **Discussion**

The potential contracting for Animal Control services through Burien CARES would provide the City with a trained animal control officer for up to 40 hours per week, including 24/7 emergency response.

Key services would include:

- Responding to calls involving injured, aggressive, neglected, or dangerous animals
- Capturing and transporting animals as needed
- Conducting investigations
- Enforcing licensing and leash laws
- Shelter services, including care, intake, quarantine and disposition of animals

This position would operate under a limited police commission issued by the Des Moines Police Department.

The cost of the contract would be funded via Public Safety Sales tax dollars and pet license fees.

Overall, these services would enhance public safety, improve response to animal-related incidents, support humane treatment and care of animals, and provide education and outreach to residents.

Council feedback is requested on the proposed terms and the opportunity to answer any questions. If Council supports we will bring this item back at the December 11, 2025 meeting for Council action.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Creating a Public Safety Sales Tax  
Fund – 1<sup>st</sup> Reading

FOR AGENDA OF: December 4, 2025

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

DATE SUBMITTED: November 21, 2025

- 1. Draft Ordinance No. 25-105

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

The proposed ordinance updates Des Moines Municipal Code (DMMC) 3.51.103 to repurpose the unused Public Safety Levy Fund into a Public Safety Sales Tax Fund. This new fund will receive revenue generated by the 0.1% public-safety sales tax authorized under House Bill 2015 and approved by the City Council on October 9, 2025.

**Suggested Motion**

**Motion 1:** “I move to forward Draft Ordinance No. 25-105, amending DMMC 3.51.103 to repurpose the Public Safety Levy Fund as the Public Safety Sales Tax Fund, to the second reading.”

## **Background**

On May 19, 2025, the Governor signed Engrossed Substitute House Bill 2015 into law. The legislation, which took effect on July 27, 2025, created two new revenue tools for local jurisdictions to support criminal justice activities and enhance public safety.

The first tool was the establishment of a new local law-enforcement grant program designed to assist local and tribal agencies in hiring, retaining, and training law-enforcement officers, peer counselors, and behavioral-health personnel working in co-response models.

The second tool—relevant to this agenda item—authorized cities and counties to implement a new sale and use tax, in addition to and not subject to offset against existing local sales taxes. The tax may be levied at a rate of 0.1% of the selling price (for sales tax) or the value of the article used (for use tax), with revenues dedicated to supporting criminal-justice and public-safety purposes.

On October 9, 2025, the City Council approved the 0.1% public safety sales tax authorized under ESHB 2015, effective January 1, 2026. To promote transparency and strengthen financial reporting, staff recommend establishing a separate special revenue fund to track all revenues and expenditures associated with this new tax.

A special revenue fund is used to account for revenue sources that are legally or otherwise restricted for specific purposes. This type of fund provides enhanced transparency by clearly separating restricted revenues—and the expenditures they support—from the General Fund. Using a special revenue fund helps ensure that dedicated revenues are spent solely on their intended purpose and allows both the public and the Council to more easily monitor how those funds are used.

## **Discussion**

On September 26, 2024, the City Council approved the creation of a special revenue fund, the Public Safety Levy Fund, to account for revenues and expenditures associated with a proposed public safety levy. Because the levy was not approved by voters, the fund remained unused.

The proposed Public Safety Sales Tax Fund would repurpose the unused levy special revenue fund. Creating the fund as a special revenue fund in this manner ensures that all revenues from the 0.1% public safety sales tax—and all related expenditures—are segregated from the General Fund and reported with enhanced clarity and transparency.

While state law under ESHB 2015 establishes the allowable uses of this new sales tax, some Councilmembers have expressed interest in exploring whether the City should consider additional local parameters or expectations for how revenues are allocated. Establishing a dedicated special revenue fund provides an appropriate structure that can support any future Council direction, whether general or more narrowly defined.

## **Alternatives**

The Council may:

1. Enact the Draft Ordinance as presented
2. Enact the Draft Ordinance with changes
3. Decline to enact the Draft Ordinance

**Recommendation**

Staff recommends that the Council enact Draft Ordinance 25-105.

**CITY ATTORNEY'S FIRST DRAFT 11/24/2025**

**DRAFT ORDINANCE NO. 25-105**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to municipal finance, amending DMMC 3.51.103, repurposing and renaming a special revenue fund entitled "Public Safety Sales Tax Fund."

**WHEREAS**, generally accepted accounting principles define what activities are accounted for in City funds, and

**WHEREAS**, the City Council authorizes the creation, changes and deletions of funds, and

**WHEREAS**, from time to time new funds are necessary to track new activities, and

**WHEREAS**, the City has enacted a new public safety sales and use tax authorized by RCW 82.14.345 through enacting Ordinance No. 1830, and

**WHEREAS**, the proceeds of the public safety and use tax are restricted by law for public safety purposes as defined in RCW 82.14.345, and

**WHEREAS**, directing the proceeds of the tax into a special revenue fund will allow the City to track the moneys received from the tax and ensure that they are used for permissible purposes, and

**WHEREAS**, in 2024 the City Council enacted Ordinance No. 1804, creating a special revenue fund to receive the funds generated by either of the public safety levy lid lift measures put before the voters in that year, and

**WHEREAS**, the levy lid lift measures failed at the ballot and the special revenue fund created for that purpose went unutilized for more than one year, and

**WHEREAS**, the City Council finds that the fund should be repurposed to receive funds from the City's public safety sales and use tax enacted by Ordinance No. 1830, and

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

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

**Sec. 1.** DMMC 3.51.103 and section 1 of Ordinance No. 1804 are each amended to read as follows:

**3.51.103 Public Safety ~~Levy~~Sales Tax Fund**

(1) There is created a "Public Safety ~~Levy~~Sales Tax Fund."

(2) The purpose of the fund is for the accounting of funds generated by the ~~2024 Public Safety Levy Lid Lift~~City of Des Moines public safety and sales tax authorized by RCW 82.14.345.

(3) Revenue received is restricted for the use of funding expenditures related to public safety purposes permitted by RCW 82.14.345 and further restricted to the purpose of maintaining and increasing existing public safety service levels, including retaining police officer positions and increasing public safety and police staffing.

**Sec. 2. 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. 3. Effective date.** This Ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance to law.

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

Ordinance No. \_\_\_\_  
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\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_