



**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 11, 2025 - 6:00 PM**

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

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

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL**

**COMMENTS FROM THE PUBLIC**

**REGIONAL COMMITTEE REPORT**

**CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS**

- Item 1. RECOGNITION OF OUTGOING COUNCILMEMBER SERVICE

## CONSENT AGENDA

Item 1. APPROVAL OF VOUCHERS

**Motion:** To approve the payment vouchers through November 26, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#12812-12829	\$83,719.74
Wires	#3166-3176	\$673,754.47

Total Checks and Wires for A/P & Payroll: \$757,474.21

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

**Motion:** To approve the minutes for the November 04, 2025 City Council Study Session.

[Approval of Minutes](#)

Item 3. CREATING PUBLIC SAFETY SALES TAX FUND - 2nd READING

**Motion:** To enact Draft Ordinance No. 25-105, amending DMMC 3.51.103 to repurpose the Public Safety Levy Fund as the Public Safety Sales Tax Fund.

[Creating a Public Safety Sales Tax Fund](#)

Item 4. 2026 VEHICLE PURCHASE

**Motion:** To approve the purchase of vehicles identified in Attachment 1 for a total estimated amount of \$744,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders at the time they are created.

[2026 Vehicle Purchase](#)

Item 5. 2026-2027 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES

**Motion:** To approve the Consultant Services Contract for On-Call Civil Engineering Services (2026-2027) with Century West Engineering, Exeltech, KBA Inc., Kittelson & Associates, Inc., KPFF Consulting Engineers., NV5, Parametrix, Perteet, Psomas, SCJ Alliance, and Transpo Group each up to \$1,250,000.00, and authorize the City Manager to sign the Consultant Services Contracts substantially in the form as submitted.

[2026-2027 On-Call Consultant Agreements for Civil Engineering Services](#)

Item 6. PLANNING COMMISSION ORDINANCE - 2nd READING

**Motion:** To adopt draft Ordinance 25-108 creating the Planning Commission.

[Planning Commission Ordinance](#)

- Item 7. MARINA STEPS INNOVATIVE STORMWATER BIORETENTION TESTING, ON-CALL GENERAL ENGINEERING SERVICES TASK ASSIGNMENT-WITH PSOMAS  
**Motion:** To approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-016 with Psomas, Inc. to provide stormwater bioretention testing and reporting in association with the Marina Steps Project in the amount not to exceed \$214,607.00 and authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

[Marina Steps Innovative Stormwater Bioretention Testing, On-Call General Engineering Services Task Assignment-with Psomas](#)

- Item 8. ANIMAL CONTROL CONTRACT  
**Motion:** To approve the contract with Burien CARES in the amount of \$80,000 per year for expanded animal control services in 2026 and 2027, and authorize the City Manager to sign the contract substantially in the form as attached.

[Animal Control Contract](#)

- Item 9. 16TH AVE PIPE PROJECT CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES  
**Motion:** To approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-02 Supplement with Perteet to provide design and permitting services for the 16th Ave Pipe Project in the amount of \$234,938.00 and authorize the City Manager to sign said Task Assignment Supplement substantially in the form as submitted.

[16th Ave Pipe Project Consultant On-Call Agreement Task Assignment for Engineering Services](#)

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

- Item 1. 2025/2026 BIENNIAL BUDGET AMENDMENTS  
Staff Presentation by Finance Director Jeff Friend  
[2025-2026 Biennial Budget Amendments](#)
- Item 2. WESLEY HOMES MASTER PLAN AMENDMENT  
Staff Presentation by Senior Planner Jason Woycke  
[Wesley Homes Master Plan Amendment](#)

## **NEW BUSINESS**

- Item 1. GRANT ACCEPTANCE AND ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT WITH PORT OF SEATTLE  
Staff Presentation by City Manager Katherine Caffrey  
[Grant Acceptance and Economic Development Partnership Agreement with Port of Seattle](#)

Item 2. ECONOMIC DEVELOPMENT SUPPORT SERVICES-  
PROFESSIONAL SERVICES AGREEMENT WITH EERNISSEE  
CONSULTING

Staff Presentation by City Manager Katherine Caffrey

[Economic Development Support Services-Professional Services  
Agreement with Eernisse Consulting](#)

Item 3. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

## **COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

## **PRESIDING OFFICER’S REPORT**

## **EXECUTIVE SESSION**

## **NEXT MEETING DATE**

January 08, 2026 City Council Regular Meeting

## **ADJOURNMENT**

[Projected Future Agenda Items](#)



**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

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**December 11, 2025**  
**Auditing Officer Certification**

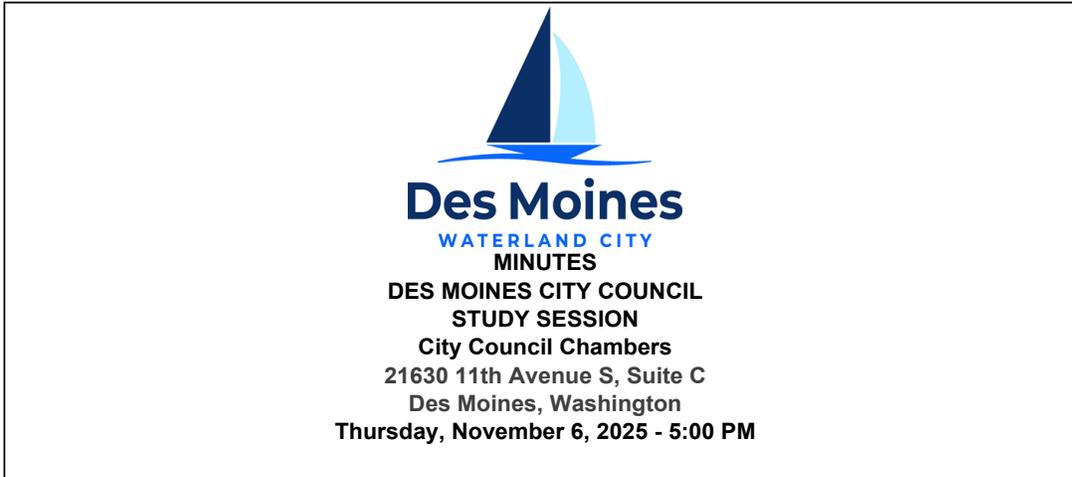
Voucher transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **December 11, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through November 26, 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	12812	12829	83,719.74
Wires	3166	3176	673,754.47
<b>Total Vouchers paid</b>			<b>757,474.21</b>
<b>Total checks and wires for Accounts Payable</b>			<b>757,474.21</b>



**CITY COUNCIL COMMITTEE OF THE WHOLE**

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

**CALL TO ORDER**

Mayor Traci Buxton called the Committee of the Whole meeting to order at 5:02 p.m.

**ROLL CALL**

**Council Present:**

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

**Council Absent:**

Councilmember Jeremy Nutting

**Direction/Action**

**Motion** made by Councilmember Matt Mahoney to excuse Councilmember Jeremy Nutting; seconded by Deputy Mayor Harry Steinmetz.  
Motion passed 6-0.

**Staff Present:**

City Manager Katherine Caffrey; City Attorney Tim George; 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; Community Development Director Rebecca Deming; Deputy

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Harbormaster Katy Bevegni; Senior Accountant Jackson Sweigart;  
Surface Water and Environmental Engineering Manager Tyler Beekley;  
City Engineer Tommy Owen; Civil Engineer Alex Johnson;  
Administrative Coordinator Laura Hopp; and City Clerk Taria Keane

## **COMMITTEE OF THE WHOLE ITEMS**

- Item 1: DISCUSSION OF 2026-2031 CAPITAL IMPROVEMENTS PLAN
- Staff Presentation by Finance Director Jeff Friend, Harbormaster Scott Wilkins, Civil Engineer Alex Johnson, and City Engineer Tommy Owen

## **EXECUTIVE SESSION**

The Special Meeting was called to order by Mayor Traci Buxton at 5:35 p.m.

### **ROLL CALL**

#### **Council Present:**

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

#### **Council Absent:**

Councilmember Jeremy Nutting

#### **Others Present:**

Assistant City Manager Adrienne Johnson-Newton

The purpose of the Special Meeting was to hold an Executive Session to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g).

The Executive Session lasted 15 minutes.

The meeting adjourned at 5:50 p.m.

### **CITY COUNCIL STUDY SESSION,**

**6:00 p.m. - 9:00 p.m.**

## **CALL TO ORDER**

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

## PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember JC Harris.

## ROLL CALL

### Council Present:

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

### Council Absent:

Councilmember Jeremy Nutting

### Direction/Action

Motion made by Councilmember Matt Mahoney to excuse Councilmember Jeremy Nutting; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 6-0.

### Staff Present:

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Public Works Director Michael Slevin; Community Development Director Rebecca Deming; City Engineer Tommy Owen; Administrative Coordinator Laura Hopp; and City Clerk Taria Keane

## COMMENTS FROM THE PUBLIC

- Bettina Carey, 2026 Legislative Priorities

## DISCUSSION ITEMS

- Item 1: COMMUNITY DEVELOPMENT CODE AMENDMENTS OVERVIEW
- Staff Presentation by Community Development Director Rebecca Deming
- Item 2: DISCUSSION OF 2026 CITY LEGISLATIVE PRIORITIES
- Presentation by Legislative Advocate Anthony Hemstad

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Following the presentation the Council provided recommendations to staff.

- Item 3: COMMERCIAL PARKING TAX
- Staff Presentation by Assistant City Attorney Matt Hutchins

Following the presentation the Council provided recommendations to staff.

- Item 4: TRANSPORTATION BENEFIT DISTRICT FUNDING  
CONSIDERATIONS
- Staff Presentation by City Engineer Tommy Owen

**Direction/Action**

**Motion** made by Deputy Mayor Harry Steinmetz to direct staff to prepare a draft ordinance to increase the Transportation Benefit District fee to \$50, and bring forward at an upcoming City Council meeting; seconded by Councilmember Matt Mahoney.  
Motion passed 6-0.

**NEXT MEETING DATE**

November 13, 2026 City Council Regular Meeting

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Councilmember JC Harris to adjourn; seconded by Deputy Mayor Harry Steinmetz.  
Motion passed 6-0.

The meeting adjourned at 8:08 p.m.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Creating a Public Safety Sales Tax Fund

FOR AGENDA OF: December 11,2025

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

- 1. Draft Ordinance No. 25-105

DATE SUBMITTED: December 1, 2025

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *ML/RL*
- 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 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 enact Draft Ordinance No. 25-105, amending DMMC 3.51.103 to repurpose the Public Safety Levy Fund as the Public Safety Sales Tax Fund."

## **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.

The first reading of this agenda was on December 04, 2025.

**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. \_\_\_\_  
Page 3 of 3

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2026 Vehicle Purchase

FOR AGENDA OF: December 11, 2026

ATTACHMENTS:

- 1. 2026 Vehicle Purchase

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: October 1,2026

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to purchase six (6) replacement vehicles for the Police Department, and the accompanying light and electronics set up of said vehicles, one (1) replacement vehicle for the Planning Department, one (1) replacement vehicle for the Community Enrichment Services Department and two (2) replacement vehicle for the Public Works Maintenance Department. The purchase orders for these purchases are included as Attachment 1. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** "I move to approve the purchase of vehicles identified in Attachment 1 for a total estimated amount of \$744,000 and to authorize the City Manager or the City Manager’s designee to sign the purchase orders at the time they are created."

### **Background**

The anticipated 2026 Budget includes the replacement of the following vehicles: six (6) Police Vehicles including three (3) Patrol Vehicles and three (3) Detective vehicles; one (1) Building Department fleet vehicle; one (1) Community Enrichment Services passenger van; two (2) Public works Maintenance fleet trucks.

The City benefits from being a member of cooperative purchasing programs like Sourcewell and participating in state contracts provided by the Washington State Department of Enterprise Services. These programs allow the City to procure motor vehicles and equipment at discounted rates, offering significant savings compared to retail pricing. By leveraging bulk purchasing power and pre-negotiated contracts, the City can access competitive pricing, reduce administrative costs, and streamline procurement processes, ensuring efficient use of public funds.

Given that the combined estimated total of these purchases is above the City Manager's authorized signing authority of \$50,000.00, Council approval is necessary for this purchase.

### **Discussion**

#### **Police Department**

The anticipated 2026 Budget includes six (6) new Police Department fleet vehicles from the vehicle replacement fund.

- A 2026 Dodge Durango with lights and electronics at a cost of approximately **\$60,000** (Detective).
- A 2026 Nissan Pathfinder AWD with lights and electronics at a cost of approximately **\$57,000** (Detective).
- A 2026 Ford F-150 4WD with lights and electronics at a cost of approximately **\$71,000** (Admin).
- Two (2) 2026 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV with lights and electronics at a cost of approximately **\$90,000** each (Patrol).
- A 2026 Police Rated Chevrolet Tahoe 4WD at a cost of approximately **\$114,000** (Patrol).

#### **Public Works Department**

The anticipated 2026 Budget includes two (2) new Public Works vehicles from the vehicle replacement fund.

- A 2026 Ford F-150 4WD with warning lights at a cost of approximately **\$55,000** (Streets).
- A 2026 Ford F-350 4WD service body with warning lights at a cost of approximately **\$95,000** (Stormwater).

#### **Building Department**

The anticipated 2026 Budget includes one (1) new Building Department vehicle from the vehicle replacement fund.

- A 2026 Ford Explorer AWD with warning lights at a cost of approximately **\$47,000**.

#### **Community Enrichment Services Department**

The anticipated 2026 Budget includes one (1) new CES Department vehicle from the vehicle replacement fund.

- A 2026 Ford Transit Passenger Van at a cost of approximately **\$65,000**.

**Alternatives**

Council could decide not to approve the purchase of vehicles and equipment identified in Attachment 1 and direct staff to revisit the fleet replacements in the anticipated 2026 Budget.

**Financial Impact**

The Vehicle Replacement Fund (Fund 501) has full revenue to support estimated expenditures.

**Recommendation**

Staff recommends the adoption of the motion.

2026 Vehicle/Equipment Purchase List
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Description	Estimated Cost	Department	Replaces
2026 Dodge Durango	\$60,000	PD-Detective	Replaces-515
2026 Nissan Pathfinder	\$57,000	PD-Detective	Replaces-550
2026 Ford F-150	\$71,000	PD-Detective	Replaces-541
2026 Ford Explorer Interceptor	\$90,000	PD-Patrol	Replaces- 512
2026 Ford Explorer Interceptor	\$90,000	PD-Patrol	Replaces-548
2026 Chevy Tahoe	\$114,000	PD-Patrol	Replaces-522
2026 Ford F-150	\$55,000	PW-Streets	Replaces-221
2026 Ford F-350 Service Body	\$95,000	PW- SWM	Replaces-242
2026 Ford Explorer	\$47,000	Planning	Replaces- CD-16
2026 Ford Transit Passenger Van	\$65,000	Rec	Replaces-R244
<b>Total Estimated Cost Including Tax</b>	<b>\$744,000</b>		

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #145**

**TO:**  
 Northsound Dwayne Lane's Auto Family  
 10515 Evergreen Way  
 Everett, WA 98204  
 Mike O'Donnell [fleet@dwaynelane.com](mailto:fleet@dwaynelane.com)  
 (425)551-4905

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck [jheck@desmoineswa.gov](mailto:jheck@desmoineswa.gov)  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2026 Dodge Durango AWD 3 Row 7 Passenger	\$ 37,943.57	\$ 37,943.57
1		Upgrade Package	\$ 3,850.00	\$ 3,850.00
1		Extra Cost Paint	\$ 390.00	\$ 390.00
1		Delivery	\$ 150.00	\$ 150.00
1		Undercoating	\$ 400.00	\$ 400.00
1		Extra Keys/Remotes (4)	\$ 600.00	\$ 600.00
See attached quote: 2025-10-66				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase for DMPD.	SUBTOTAL	\$ 43,333.57
	10.2% SALES TAX	\$ 4,420.02
	OTHER	
	TOTAL	\$ 47,753.59

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25

**Vehicle Quote Number: 2025-10-66**

[Create Purchase Request requests](#)

[View organization purchase](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Mike O'Donnell
Dealer: Northsound Dwayne Lane (W1675)	Dealer Phone: (425) 551-4905 Ext:
10515 Evergreen Way	Dealer Email: <a href="mailto:fleet@dwaynelane.com">fleet@dwaynelane.com</a>
Everett WA 98204	

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

ExtCost- Vapor Grey (PAS) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03055-0001	2026 Dodge Durango AWD 3Row 7Passenger	1	\$37,943.57	\$37,943.57
2026-03055-0002	You MUST select where you would like your vehicle delivered. See Line Items 0201-0210 and make your selection.	1	\$0.00	\$0.00
2026-03055-0011	Upgrade: 2026 Dodge Durango All Wheel Drive GT Plus Pkg AWD (WDEH75) (2BH). 3 Rows with 7-Passenger Seating, 3.6L V6 24V VVT Engine Upg I w/ESS (ERC), 8-Spd Auto 850RE Trans (DFT), 3.45 Rear Axle Ratio (DML), 295 HP and 260 lb ft Torque. Estimated Fuel Economy 18City/25Hwy. Includes Leather Trimmed Bucket Seats, Ventilated Front Seats, Pwr Driver/Pass 4-Way Lumbar Adjust, Power Tilt/Telescope Steering Column, Exterior Mirrors with Memory, Exterior Mirrors with Heating Element, Exterior Mirrors with Supplemental Signals, Auto Dim Exterior Driver Mirror, 7- and 4-Pin Wiring Harness, 180 Amp Alternator, Rear Load Leveling Suspension, Blind Spot with Trailer Detection, Heavy Duty Engine Cooling, ParkSense FR/RR Park Assist with Stop, Security Alarm, Advanced Brake Assist, Adaptive Cruise Control with Stop, Lane Departure Warning Plus, Full Speed Fwd Collision Warn Plus, Black Roof Rails, Integrated Roof Rail Crossbars, Sun Visors with Illum Vanity Mirrors, 506 Watt Amplifier, 9 Alpine Amplified Speakers w/Sub, Auto High Beam Headlamp Control, Bright Cargo Area Scuff Pads, LED AUS Low Beam and Turn Signal, Power Sunroof, Red Accent Stitching, Leather Wrapped Door Panels, Dual Remote USB Port - Charge Only, 115V Auxiliary Power Outlet, and Wireless Charging Pad.	1	\$3,850.00	\$3,850.00
2026-03055-0022	Extra Cost Paint - Vapor Grey (PAS)	1	\$390.00	\$390.00

2026-03055-0201 You MUST select where you would like your vehicle delivered. Please select one of the locations below:	1	\$0.00	\$0.00
2026-03055-0203 Delivered to your location in King, Skagit, Snohomish, or Whatcom County	1	\$150.00	\$150.00
2026-03055-0213 Undercoating	1	\$400.00	\$400.00
2026-03055-0215 2 Extra Keys/Remotes, for a total of 4	1	\$600.00	\$600.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$43,333.57
<b>10.2 % Sales Tax:</b>	\$4,420.02
<b>Quote Total:</b>	\$47,753.59

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #139**

**TO:**  
 Alan Webb Nissan  
 3608 NE Auto Mall Dr.  
 Vancouver, WA 98662  
 George Zumwalt [georgez@alanwebbautogroup.com](mailto:georgez@alanwebbautogroup.com)  
**(360)892-9004**

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck [jheck@desmoineswa.gov](mailto:jheck@desmoineswa.gov)  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2025 Nissan Pathfinder S AWD	\$36,027.00	\$36,027.00
1		2025 Nissan Pathfinder SV AWD – S Package PLUS	\$ 2,510.00	\$ 2,510.00
1		Extra Key (2)	\$ 958.00	\$ 958.00
1		Floor Mats (4 piece set)	\$ 285.00	\$ 285.00
1		Under-Floor Storage Dividers (2 piece set)	\$ 145.00	\$ 145.00
See attached quote 2025-10-67				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase of the vehicle for DMPD.	SUBTOTAL	\$39,925.00
	10.2% SALES TAX	\$ 4,072.35
	OTHER	
	<b>TOTAL</b>	<b>\$43,997.35</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell

Date  
 12.12.25

Authorized by:  
 Michael P. Slevin III, PW Director

Date 12.12.25

**Vehicle Quote Number: 2025-10-67**

[Create Purchase Request requests](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: George Zumwalt
Dealer: Alan Webb Nissan (W59283)	Dealer Phone: (360) 892-9004

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

Brilliant Silver Metallic - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-03082-0001	2025 NISSAN PATHFINDER S AWD - 3.5 liter V6 engine with 284hp and 259 lb-ft of torque, 9-speed automatic transmission, Available Intelligent 4x4, Hill descent control (4WD only), Trailer Sway Control, Intelligent Forward Collision Warning, Automatic Emergency Braking with Pedesrian Detection, Lane Departure Warning, Blind Spit Warning, Rear Cross Traffic Alert, Rear Sonar System, Rear Automatic Braking, High Beam Assist, Intelligent Driver Alertness, 10 Dark-painted aluminum-alloy wheels, Intelligent Auto Headlights, LED headlights with LED Daytime Running Lights, Tri-zoneAutomatic Temperature Control, Rear Door Alert, Nissan Intelligent key with Push Button Ignition and Approach Unlock/Walk Away Lock, 12-volt DC power outlet, Four cargo tie-down hooks, cargo-area under-floor storage, 7 advanced Drive-Assist Display, NissanConnect 8 touch screen display, Apple CarPlay Integration, Android Auto compatibility, Bluetooth Hands-free Phone System, Two USB-A ports and two USB-C ports, Streaming Audio via Bluetooth, EZ FLEX Seating System featuring LATCH AND GLIDE and 3rd-row 60/40-split fold-flat reclining bench seat, Nissan Advanced Air Bag System.	1	\$36,027.00	\$36,027.00
2025-03082-0002	2025 NISSAN PATHFINDER SV AWD - S package PLUS: ProPILOT Assist, Intelligent Lane Intervention, Intelligent Blind Spot Intervention, Power body-color outside mirrors with LED turn signal indicators, heated outside mirrors, black roof rails, Remote Engine Start system with Intelligent Climate Control, 10-way power adjustable driver's seat with 2-way power lumbar, heated front seats, leather-wrapped steering wheel, NissanConnect Services powered by SiriusXM with trial access to 5-year select and 6-month premium packages.	1	\$2,510.00	\$2,510.00
2025-03082-0006	EXTRA KEY (2)	1	\$958.00	\$958.00

2025-03082-0008 MOLDED, HIGH WALL, ALL WEATHER FLOOR MATS (4-PIECE SET)	1	\$285.00	\$285.00
2025-03082-0026 UNDER-FLOOR STORAGE DIVIDERS (2-PIECE SET)	1	\$145.00	\$145.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$39,925.00
<b>9.0 % Sales Tax:</b>	\$3,593.25
<b>Quote Total:</b>	\$43,518.25

**CITY OF DES MOINES**

**Finance Division**  
**21630 11<sup>TH</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**Phone 206.870.6511 Fax 206.870.6540**



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #142**

**TO:**  
 Corwin Ford of Pasco  
 1225 Autoplex Wy  
 Pasco, WA 99301  
 Austin Harvey aharvey@corwinauto.com  
**(509)316-7221**

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck jheck@desmoineswa.gov  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Quote: 2025-9-273	2025 Ford Police Responder F-150 w/package	\$51,316.00	\$51,316.00
2	Quote: 2025-9-269	2026 Ford Police Interceptor Explorer w/package	\$46,018.11	\$92,036.22
1	Quote: 2025-10-473	2026 Ford F-150 ICE 4WD w/package	\$47,918.50	\$47,918.50
See attached quotes				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase of the vehicles for DMPD and Streets Maintenance.	SUBTOTAL	\$191,270.72
	10.2% SALES TAX	\$ 19,509.61
	OTHER	
	<b>TOTAL</b>	<b>\$210,780.33</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300  
 Quotes: 2025-9-273, 2025-9-269  
 CHARGE TO DM CITY CODE: 50106004.56440  
 Quote: 2025-10-473

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25

**Vehicle Quote Number: 2025-9-273**

[Create Purchase Request requests](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Austin Harvey
Dealer: Corwin of Pasco (W53992)	Dealer Phone: (509) 316-7221

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

(UM) AGATE BLACK METALLIC - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2025-05024-0001	2025 FORD POLICE RESPONDER F-150	1	\$46,801.00	\$46,801.00
2025-05024-0002	***INFORMATION ONLY: SALES TAX ONLY 8.9%***	1	\$0.00	\$0.00
2025-05024-0003	***INFORMATION ONLY: CORWIN OF PASCO (FORD) DES VENTOR #	1	\$0.00	\$0.00
2025-05024-0004	***INFORMATION ONLY: CORWIN OF PASCO (FORD) Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2025-05024-0005	***INFORMATION ONLY: NEW FOR CONTRACT #28423: DELIVERY LOCATION MUST BE SELECTED.	1	\$0.00	\$0.00
2025-05024-0007	BACKUP ALARM SYSTEM (85H)	1	\$220.00	\$220.00
2025-05024-0016	FRONT LICENSE BRACKET (153)	1	\$0.00	\$0.00
2025-05024-0018	INTERIOR UPGRADE PACKAGE--FLOOR CONSOLE (RETAINS COLUMN SHIFTER), CARPET WITH CARPET MATS, CLOTH SEATS FRONT AND REAR AND DELETES FRONT CONSOLE PLATE) (19A)	1	\$610.00	\$610.00

2025-05024-0020 18 ALUMINUM WHEEL (STEEL WHEELS STANDARD) (64H)	1	\$485.00	\$485.00
2025-05024-0029 Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) ? (Includes 4-Key Fobs)Note: Available with Keyed Alike. However, key fobs are ?not? fobbed alike when ordered with Keyed AlikeNote: Includes Perimeter Anti-theft Alarm (67P)	1	\$350.00	\$350.00
2025-05024-0103 Delivery to customer over 201 miles away	1	\$450.00	\$450.00
2025-05024-0201 WEATHERTECH FRONT FLOOR MATS (DLR)	1	\$155.00	\$155.00
2025-05024-0202 SPRAY IN BEDLINER (DLR)	1	\$595.00	\$595.00
2025-05024-0205 TONNEAU COVER--LOMAX TRI FOLDING (DLR)	1	\$1,650.00	\$1,650.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$51,316.00
<b>8.9 % Sales Tax:</b>	\$4,567.12
<b>Quote Total:</b>	\$55,883.12

**Vehicle Quote Number: 2025-9-269**

[Create Purchase Request requests](#)

[View organization purchase](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Austin Harvey
Dealer: Corwin of Pasco (W53992)	Dealer Phone: (509) 316-7221

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

(UM) AGATE BLACK - 2
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-05023-0001	FORD POLICE INTERCEPTOR EXPLORER	2	\$44,093.11	\$88,186.22
2026-05023-0002	***INFORMATION ONLY: SALES TAX ONLY 8.9%***	2	\$0.00	\$0.00
2026-05023-0003	***INFORMATION ONLY: CORWIN OF PASCO (FORD) DES VENTOR #	2	\$0.00	\$0.00
2026-05023-0004	***INFORMATION ONLY: CORWIN OF PASCO (FORD) Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	2	\$0.00	\$0.00
2026-05023-0005	***INFORMATION ONLY: NEW FOR CONTRACT #28423: DELIVERY LOCATION MUST BE SELECTED.	2	\$0.00	\$0.00
2026-05023-0007	ALTERNITIVE ENGINE: 3.3L V6 DIRECT-INJECTION WITH 10-SPEED AUTOMATIC TRANSMISSION (136-MPH TOP SPEED) (NOTE-DELETES REGENERATIVE BRAKING AND LITHIUM-ION BATTERY PACK. ADDS 250-AMP ALTERNATOR AND REPLACES 19 GALLON TANK WITH 21.4 GALLON TANK) (99B/44U)	2	\$0.00	\$0.00
2026-05023-0017	LICENSE PLATE BRACKET-FRONT (153)	2	\$0.00	\$0.00

2026-05023-0022 Side Marker LED ? Sideview Mirrors (63B) (Driver side ? Red / Passenger side ? Blue)? Located on exterior mirror housing? LED lights only. Wiring, controller ?not? includedNote: Recommend using Ready for the Road Package (67H) or Ultimate Wiring Package (67U)Note: Not available with Police Upgrade Package (65U)	2	\$490.00	\$980.00
2026-05023-0023 Spot Lamp Prep Kit, Driver Only (51P)Note: Recommended if you plan to add Spot Lamps due to High Strength A-Pillar Tubes.Note: Does not include spot lamp housing and bulb	2	\$140.00	\$280.00
2026-05023-0026 SPOT LAMP DRIVER ONLY (WHELEN) (51T)	2	\$420.00	\$840.00
2026-05023-0031 Underbody Deflector Plate (engine and transmission shield) (76D)	2	\$340.00	\$680.00
2026-05023-0036 Hidden Door-Lock Plunger w/Rear-door controls inoperable (locks, handles and windows) (52P)Note: Not available with 68G ? includes all content of 68GNote: Can manually remove window or door disable plate with special toolNote: Locks/windows operable from driver?s door switches	2	\$160.00	\$320.00
2026-05023-0038 Global Lock / Unlock feature (18D) (Door-panel switches will lock/unlock all doors and rear liftgate. Eliminates the 45-second Liftgate Lock Release + PAITRO TimerNote: Overhead Liftgate Button and Blue Liftgate Release Button on key fob will NOT have any function when pressed with this option	2	\$0.00	\$0.00
2026-05023-0039 KEYED ALIKE--GET WITH DEALER TO CHOOSE PROPER KEY CODE	2	\$50.00	\$100.00
2026-05023-0042 Manual Passenger Seat 4-way (2-way manual track with 2-way manual recline) (87A)	2	(\$125.00)	(\$250.00)
2026-05023-0100 VEHICLE DELIVERY--PLEASE SELECT ONE	2	\$0.00	\$0.00
2026-05023-0103 Delivery to customer over 201 miles away	2	\$450.00	\$900.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	2
<b>Sub Total:</b>	\$92,036.22
<b>8.9 % Sales Tax:</b>	\$8,191.22
<b>Quote Total:</b>	\$100,227.44

**Vehicle Quote Number: 2025-10-473**

[Create Purchase Request requests](#)

[View organization purchase](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Austin Harvey
Dealer: Corwin Of Pasco (W53992)	Dealer Phone: (509) 316-7221

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

YZ OXFORD WHITE - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-08086-0001	FORD F-150 ICE 4WD	1	\$41,083.50	\$41,083.50
2026-08086-0002	***INFORMATION ONLY: SALES TAX ONLY 8.9%***	1	\$0.00	\$0.00
2026-08086-0003	***INFORMATION ONLY: CORWIN OF PASCO (FORD) DES VENTOR #	1	\$0.00	\$0.00
2026-08086-0004	***INFORMATION ONLY: CORWIN OF PASCO (FORD) Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-08086-0005	***INFORMATION ONLY: NEW FOR CONTRACT #28423: DELIVERY LOCATION MUST BE SELECTED.	1	\$0.00	\$0.00
2026-08086-0007	REGULAR Cab, 4WD, 122WB, 6.5ft Bed, 5.0L V8 w/ Auto Start-Stop Technology, Electronic Ten-Speed Automatic Transmission with Selectable Drive Modes, XL Trim Level, (F1L/101A/995/44G/XL6/122WB/TTAS)	1	\$2,005.00	\$2,005.00
2026-08086-0017	LT265/70R17C BSW All-Terrain Tires (T7C)	1	\$495.00	\$495.00
2026-08086-0018	VINYL SEATS IN LIEU OF Cloth Seats: 40/20/40 Front Seat (All Cabs) (88A)	1	\$0.00	\$0.00

2026-08086-0021 LED Warning Beacons--Amber strobe color) (factory) (includes center high-mounted stop light bar and two (2) roof mounted beacons that provide 360 degree visibility) (Sound Off Signal) (94S)	1	\$660.00	\$660.00
2026-08086-0032 TOUGH BED SPRAY IN BEDLINER (96W)	1	\$625.00	\$625.00
2026-08086-0400 VEHICLE DELIVERY, -PLEASE SELECT ONE	1	\$0.00	\$0.00
2026-08086-0403 Delivery to customer over 201 miles away	1	\$450.00	\$450.00
2026-08086-0501 WeatherTech Floor Mats-Front (DLR)	1	\$150.00	\$150.00
2026-08086-0503 AMBER WARNING LIGHT PACKAGE--Base lighting package. Consists of four (4) Soundoff mPower led amber warning lights (2 on front of vehicle and 2 on rear of vehicle) and includes 8 button controller. (DLR)	1	\$2,075.00	\$2,075.00
2026-08086-0507 TWO EXTRA KEYS--PRO/XLT--FLIP KEY PROGRAMMED	1	\$375.00	\$375.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$47,918.50
<b>8.9 % Sales Tax:</b>	\$4,264.75
<b>Quote Total:</b>	\$52,183.25

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #140**

**TO:**  
 Bud Clary Chevrolet  
 1030 Commerce Ave Site B  
 Longview, WA 98632  
 Becky Davis [becky.davis@budclary.com](mailto:becky.davis@budclary.com)  
**(360)423-1700**

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck [jheck@desmoineswa.gov](mailto:jheck@desmoineswa.gov)  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2026 Chevrolet Tahoe 2 WD	\$61,232.00	\$61,232.00
1		Upgrade to 2026 Chevrolet Tahoe 4 WD	\$ 3,000.00	\$ 3,000.00
1		Delivery	\$ 300.00	\$ 300.00
1		Extra Keys (2)	\$ 729.00	\$ 729.00
See attached quote 2025-10-73				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase of the vehicle for DMPD.	SUBTOTAL	\$65,261.00
	10.2% SALES TAX	\$ 6,656.62
	OTHER	
	<b>TOTAL</b>	<b>\$71,917.62</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25

**Vehicle Quote Number: 2025-10-73**    [Create Purchase Request](#)    [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Becky Davis
Dealer: Bud Clary Chevrolet (W262)	Dealer Phone: (360) 423-1700

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

BLACK (GBA) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03029-0001	2026 Chevrolet Tahoe 2WD (CC10706) LS: Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm) (STD), Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD), GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD)	1	\$61,232.00	\$61,232.00
2026-03029-0002	***INFORMATION ONLY: SALES TAX ONLY 8.4%***	1	\$0.00	\$0.00
2026-03029-0003	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru-DES Vendor #W262***	1	\$0.00	\$0.00
2026-03029-0004	***INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, Standard equipment includes TWO keys.	1	\$0.00	\$0.00
2026-03029-0005	***INFORMATION ONLY: Bud Clary Chevrolet/Subaru CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.	1	\$0.00	\$0.00
2026-03029-0006	Upgrade to 2026 Chevrolet Tahoe 4WD (CK10706) LS: Engine, 5.3L EcoTec3 V8 with Dynamic Fuel Management, Direct Injection and Variable Valve Timing, includes aluminum block construction (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of	1	\$3,000.00	\$3,000.00

torque [518 Nm] @ 4100 rpm) (STD), Transmission, 10-speed automatic electronically controlled with overdrive, includes Traction Select System including tow/haul (STD), GVWR, 7400 lbs. (3357 kg) (2WD models only.) (STD) (GVWR, 7500 lbs. (3402 kg) (4WD models only.) (STD)

2026-03029-0026 Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	1	\$300.00	\$300.00
--	---	----------	----------

2026-03029-0202 Two (2) Extra Keys, 5/6 button. (Chevy) (DLR)	1	\$729.00	\$729.00
---	---	----------	----------

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$65,261.00
<b>8.4 % Sales Tax:</b>	\$5,481.92
<b>Quote Total:</b>	\$70,742.92

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #143**

**TO:**  
 Larsen Sign Company  
 9411 Lakeview Ave SW  
 Lakewood, WA 98499  
 Kyle Larsen sales@larsensignco.com

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck jheck@desmoineswa.gov  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
3		Vinyl Lettering Package Applied to Standard SUV	\$ 1,095.00	\$ 3,285.00
		See attached quote		

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase for DMPD.

SUBTOTAL	\$ 3,285.00
10.0% SALES TAX	\$ 331.79
OTHER	
<b>TOTAL</b>	<b>\$ 3,616.79</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25

# PROPOSAL



Contact: Jonathon Heck  
Business: Des Moines Police Department  
Phone: (     ) \_\_\_\_\_  
Fax: (     ) \_\_\_\_\_  
E-Mail: jheck@desmoineswa.gov

## LARSENSIGN COMPANY

9411 Lakeview Ave SW  
Lakewood WA 98499  
Fax: 253-588-9643  
E-mail: sales@larsensignco.com

Date: 10-6-2025	Sales Rep. Kyle Larsen	Terms Quotation valid for 30 days.
-----------------	------------------------	------------------------------------

3x) Vinyl Lettering Package Applied to Standard SUV (Tahoe/Explorer Styles)  
(at Larsen sign co / Includes the White Door Wraps) @ \$1095/ea + tax

SUB TOTAL @ \$3,285.00  
Sales Tax (10.1) @ \$331.79  
Total @ \$3,616.79

### ARTWORK/DESIGN:



**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #146**

**TO:**  
 Puget Sound Upfitters LLC  
 2710 104<sup>th</sup> St Ct S  
 Lakewood, WA 98499  
 Tim [timp@pugetsoundupfitters.com](mailto:timp@pugetsoundupfitters.com)  
 (206)841-4925

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Eddie Ochart

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	Estimate #1069	Durango Upfitting	\$ 7,794.00	\$ 7,794.00
2	Estimate #1061	Explorer Upfitting	\$ 14,848.00	\$ 29,696.00
1	Estimate #1060	F-150 Upfitting	\$ 9,876.00	\$ 9,876.00
1	Estimate #1070	Nissan Upfitting	\$ 7,794.00	\$ 7,794.00
1	Estimate #1059	Tahoe Upfitting	\$ 16,585.00	\$ 16,585.00
See attached estimates				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase for DMPD.

SUBTOTAL	\$ 71,745.00
10.1% SALES TAX	\$ 7,246.24
OTHER	
<b>TOTAL</b>	<b>\$ 78,991.24</b>

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

**INTERNAL INSTRUCTIONS:**

CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell

Date  
 12.12.25

Authorized by:  
 Michael P. Slevin III, PW Director

Date 12.12.25

**ESTIMATE**

Puget Sound Upfitters LLC  
 2710 104th Street Ct 5  
 Lakewood, WA 98499-6770

tim@pugetsoundupfitters.com  
 +1 (206) 841-4925



**Bill to**  
 Eddie Ochart  
 Des Moines Police Dept  
 21650 11th Ave So  
 Des Moines, WA 98198

**Ship to**  
 Eddie Ochart  
 Des Moines Police Dept  
 21650 11th Ave So  
 Des Moines, WA 98198

*Durango*

**Estimate details**

Estimate no.: 1069  
 Estimate date: 10/01/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Whelen Surface Mount Lights</b>	ION TRIO Red/White/Blue smoked for grill and visor	6	\$199.00	\$1,194.00
2.		<b>Whelen Surface Mount Lights</b>	ION DUO RED/BLUE For rear window and C pillar windows	4	\$175.00	\$700.00
3.		<b>Whelen Core System</b>	Core Control system and expansion module	1	\$600.00	\$600.00
4.		<b>Whelen Core Controller</b>	Handheld controller with siren and light controls	1	\$400.00	\$400.00
5.		<b>Whelen Speaker</b>	Single speaker mounted behind the front bumper	1	\$200.00	\$200.00
6.		<b>Whelen Misc Product</b>	PE215 Strobe Opticom and bulb mounted on passenger side visor	1	\$600.00	\$600.00
7.		<b>Misc Shop Supplies</b>	Shop Supplies wire, loom, fuses, ect.	1	\$500.00	\$500.00
8.		<b>MISC ITEMS</b>	Discreet roof mounted antenna for a Motorola radio	1	\$600.00	\$600.00
9.		<b>Installation Labor</b>	Install light and siren package and provide a road ready vehicle.	1	\$3,000.00	\$3,000.00
					Subtotal	\$7,794.00
					Sales tax	\$787.19

Note to customer

2026 Nissan Pathfinder

Total

**\$8,581.19**

Accepted date

Accepted by

## ESTIMATE

Puget Sound Upfitters LLC  
2710 104th Street Ct S  
Lakewood, WA 98499-6770

tim@pugetsoundupfitters.com  
+1 (206) 841-4925



### Bill to

Eddie Ochart  
Des Moines Police Dept  
21650 11th Ave So  
Des Moines, WA 98198

### Ship to

Eddie Ochart  
Des Moines Police Dept  
21650 11th Ave So  
Des Moines, WA 98198

### Estimate details

Estimate no.: 1061  
Estimate date: 09/17/2025

*Explorer  
x2*

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Installation Labor	Install all listed equipment, pick up and drop off vehicles to Des Moines Police Dept	1	\$5,500.00	\$5,500.00
2.		Whelen Light Bar	Legacy Duo roof top light bar	1	\$2,200.00	\$2,200.00
3.		Whelen Core System	Core control system	1	\$850.00	\$850.00
4.		Whelen Core Controller	Controller with rotary knob	1	\$0.00	\$0.00
5.		MISC ITEMS	Scan port for vehicle functions	1	\$0.00	\$0.00
6.		MISC ITEMS	Output Expansion module	1	\$224.00	\$224.00
7.		Whelen Speaker	Single speaker and bracket	1	\$200.00	\$200.00
8.		Whelen Surface Mount Lights	Vertex duo red/white blue/white	2	\$120.00	\$240.00
9.		Whelen Surface Mount Lights	Vertex duo red/blue	2	\$120.00	\$240.00
10.		Whelen Surface Mount Lights	Micron for mirrors	2	\$120.00	\$240.00
11.		MISC ITEMS	Ford mirror shrouds for Micron	2	\$68.00	\$136.00
12.		Whelen Surface Mount Lights	T-ion for inside the tail gate duo Red/Blue	2	\$175.00	\$350.00
13.						

	<b>Whelen Surface Mount Lights</b>	T-ion sides of license plate trio Red/White Blue/white	2	\$185.00	\$370.00
14.	<b>Whelen Surface Mount Lights</b>	Ion duo for C windows	2	\$199.00	\$398.00
15.	<b>MISC ITEMS</b>	Map light trio red/white/UV	1	\$200.00	\$200.00
16.	<b>Whelen Surface Mount Lights</b>	Cage compartment light inside tailgate light	2	\$65.00	\$130.00
17.	<b>Opticom</b>	Strobe opticom	1	\$600.00	\$600.00
18.	<b>HAVIS CONSOLE PARTS</b>	Console	1	\$525.00	\$525.00
19.	<b>HAVIS CONSOLE PARTS</b>	Arm rest cup holders filler plates ect	1	\$220.00	\$220.00
20.	<b>HAVIS CONSOLE PARTS</b>	Keyboard arm	1	\$299.00	\$299.00
21.	<b>HAVIS CONSOLE PARTS</b>	Dual USB ports	2	\$75.00	\$150.00
22.	<b>HAVIS CONSOLE PARTS</b>	Dash mount for Gtac	1	\$430.00	\$430.00
23.	<b>HAVIS CONSOLE PARTS</b>	6 inch cubbie	1	\$66.00	\$66.00
24.	<b>MISC ITEMS</b>	REDARCH BCDC Charger	1	\$300.00	\$300.00
25.	<b>MISC ITEMS</b>	Panorama Antenna	1	\$120.00	\$120.00
26.	<b>PRINTER BROTHER PJ822</b>	Printer and housing	1	\$510.00	\$510.00
27.	<b>Misc Shop Supplies</b>	Shop Supplies, wire, loom, fuse block, ect.	1	\$350.00	\$350.00

Subtotal \$14,848.00

Note to customer

Sales tax \$1,469.35

Cost per vehicle for 2025-2026 Ford interceptor utility

**Total \$16,317.35**

Accepted date

Accepted by

**ESTIMATE**

Puget Sound Upfitters LLC  
 2710 104th Street Ct S  
 Lakewood, WA 98499-6770

tim@pugetsoundupfitters.com  
 +1 (206) 841-4925



**Bill to**  
 Eddie Ochart  
 Des Moines Police Dept  
 21650 11th Ave So  
 Des Moines, WA 98198

**Ship to**  
 Eddie Ochart  
 Des Moines Police Dept  
 21650 11th Ave So  
 Des Moines, WA 98198

*F150  
 subdved  
 Lighting  
 Admin*

**Estimate details**  
 Estimate no.: 1060  
 Estimate date: 09/16/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Whelen Light Bar</b>	Inner edge visor bar DUO Red/White Blue/White (mounted behind tint)	1	\$1,800.00	\$1,800.00
2.		<b>Whelen Surface Mount Lights</b>	VXE TRIO Red/White/Blue smoked for front and rear side of bumpers	4	\$120.00	\$480.00
3.		<b>Whelen Surface Mount Lights</b>	ION TRIO Red/White/Blue smoked for B pillar and grill	4	\$199.00	\$796.00
4.		<b>Whelen Surface Mount Lights</b>	T-ION TRIO Red/White/Blue smoked for under tailgate and rear window	4	\$175.00	\$700.00
5.		<b>Whelen Core System</b>	Core Control system and expansion module	1	\$600.00	\$600.00
6.		<b>Whelen Core Controller</b>	Handheld controller with siren and light controls	1	\$400.00	\$400.00
7.		<b>Whelen Speaker</b>	Single speaker mounted behind the front bumper	1	\$200.00	\$200.00
8.		<b>Whelen Misc Product</b>	PE215 Strobe Opticom and bulb mounted under passenger side visor light bar.	1	\$600.00	\$600.00
9.		<b>Misc Shop Supplies</b>	Shop Supplies wire, loom, fuses, ect.	1	\$500.00	\$500.00
10.		<b>MISC ITEMS</b>	Discreet roof mounted antenna for a Motorola radio	1	\$600.00	\$600.00

11.

**Installation Labor**

Install light and siren package as shown in mockup image provide a road ready vehicle.

1    \$3,200.00    \$3,200.00

Subtotal    \$9,876.00

Sales tax    \$997.48

**Total    \$10,873.48**

Note to customer

Cost is for a single vehicle.

Accepted date

Accepted by

**ESTIMATE**

Puget Sound Upfitters LLC  
 2710 104th Street Ct S  
 Lakewood, WA 98499-6770

tim@pugetsoundupfitters.com  
 +1 (206) 841-4925



**Bill to**  
 Eddie Ochart  
 Des Moines Police Dept  
 21650 11th Ave So  
 Des Moines, WA 98198

**Ship to**  
 Eddie Ochart  
 Des Moines Police Dept  
 21650 11th Ave So  
 Des Moines, WA 98198

**Estimate details**

Estimate no.: 1070  
 Estimate date: 10/01/2025

*Nissan  
 Pathfinder*

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>Whelen Surface Mount Lights</b>	ION TRIO Red/White/Blue smoked for grill and visor	6	\$199.00	\$1,194.00
2.		<b>Whelen Surface Mount Lights</b>	ION DUO RED/BLUE For rear window and C pillar windows	4	\$175.00	\$700.00
3.		<b>Whelen Core System</b>	Core Control system and expansion module	1	\$600.00	\$600.00
4.		<b>Whelen Core Controller</b>	Handheld controller with siren and light controls	1	\$400.00	\$400.00
5.		<b>Whelen Speaker</b>	Single speaker mounted behind the front bumper	1	\$200.00	\$200.00
6.		<b>Whelen Misc Product</b>	PE215 Strobe Opticom and bulb mounted on passenger side visor	1	\$600.00	\$600.00
7.		<b>Misc Shop Supplies</b>	Shop Supplies wire, loom, fuses, ect.	1	\$500.00	\$500.00
8.		<b>MISC ITEMS</b>	Discreet roof mounted antenna for a Motorola radio	1	\$600.00	\$600.00
9.		<b>Installation Labor</b>	Install light and siren package and provide a road ready vehicle.	1	\$3,000.00	\$3,000.00
					Subtotal	\$7,794.00
					Sales tax	\$787.19

Note to customer

2026 Dodge Durango

Total

**\$8,581.19**

Accepted date

Accepted by

# ESTIMATE

Puget Sound Upfitters LLC  
2710 104th Street Ct S  
Lakewood, WA 98499-6770

tim@pugetsoundupfitters.com  
+1 (206) 841-4925



**Bill to**  
Eddie Ochart  
Des Moines Police Dept  
21650 11th Ave So  
Des Moines, WA 98198

**Ship to**  
Eddie Ochart  
Des Moines Police Dept  
21650 11th Ave So  
Des Moines, WA 98198

## Estimate details

Estimate no.: 1059  
Estimate date: 09/16/2025

*Tahoe*

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Installation Labor	Install all listed equipment, pick up and drop off vehicles to Des Moines Police Dept	1	\$5,500.00	\$5,500.00
2.		Whelen Light Bar	Legacy Duo roof top light bar 54 Inch	1	\$2,600.00	\$2,600.00
3.		Whelen Light Bar	RST Rear window light stick	1	\$850.00	\$850.00
4.		Whelen Core System	Core control system	1	\$850.00	\$850.00
5.		Whelen Core Controller	Controller with rotary knob	1	\$0.00	\$0.00
6.		MISC ITEMS	Scan port for vehicle functions	1	\$0.00	\$0.00
7.		MISC ITEMS	Output Expansion module	1	\$224.00	\$224.00
8.		Whelen Speaker	Single speaker and bracket	1	\$200.00	\$200.00
9.		Whelen Surface Mount Lights	Mini T-ion DUO for front fenders	2	\$122.00	\$244.00
10.		Whelen Surface Mount Lights	U series Under Mirror light	2	\$213.00	\$426.00
11.		Whelen Surface Mount Lights	T-ion for inside the tail gate duo Red/Blue	2	\$175.00	\$350.00
12.		Whelen Surface Mount Lights	T-ion sides of license plate trio Red/White Blue/white	2	\$185.00	\$370.00

13.	Whelen Surface Mount Lights	Ion duo for C windows	2	\$199.00	\$398.00
14.	MISC ITEMS	Map light trio red/white/UV	1	\$200.00	\$200.00
15.	Whelen Surface Mount Lights	Cage compartment light inside tailgate light	2	\$65.00	\$130.00
16.	Opticom	Strobe opticom	1	\$600.00	\$600.00
17.	HAVIS CONSOLE PARTS	Console	1	\$780.00	\$780.00
18.	HAVIS CONSOLE PARTS	Arm rest cup holders filler plates ect	1	\$220.00	\$220.00
19.	HAVIS CONSOLE PARTS	Keyboard arm	1	\$299.00	\$299.00
20.	HAVIS CONSOLE PARTS	Keyboard arm mounting pole	1	\$250.00	\$250.00
21.	HAVIS CONSOLE PARTS	USB Plugs	3	\$72.00	\$216.00
22.	HAVIS CONSOLE PARTS	Dash mount for Gtac	1	\$532.00	\$532.00
23.	HAVIS CONSOLE PARTS	6 inch cubbie	1	\$66.00	\$66.00
24.	MISC ITEMS	REDARC BCDC Charger	1	\$300.00	\$300.00
25.	MISC ITEMS	Panorama GPS antenna	1	\$120.00	\$120.00
26.	PRINTER BROTHER PJ822	Brother printer and housing	1	\$510.00	\$510.00
27.	Misc Shop Supplies	Shop Supplies, wire loom ect	1	\$350.00	\$350.00

Subtotal \$16,585.00

Sales tax \$1,691.67

**Total \$18,276.67**

Note to customer  
2025-2026 Chevy Tahoe

Accepted date

Accepted by

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #147**

**TO:**  
 Setina Manufacturing  
 2926 Yelm Highway SE  
 Olympia, WA 98501  
 Lisa Cobb [lisac@setina.com](mailto:lisac@setina.com)  
 (800)426-2627

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck [jheck@desmoineswa.gov](mailto:jheck@desmoineswa.gov)

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	Quote #66743	Explorer Equipment	\$ 7,247.25	\$ 14,494.50
1	Quote #66744	Tahoe Equipment	\$ 7,381.50	\$ 7,381.50
See attached quotes				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase for DMPD.

SUBTOTAL	\$ 21,876.00
10.2% SALES TAX	\$ 2,231.33
OTHER	
<b>TOTAL</b>	<b>\$ 24,107.33</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell

Date  
 12.12.25

Authorized by:  
 Michael P. Slevin III, PW Director

Date 12.12.25



# SETINA

MANUFACTURING

2926 Yelm Highway SE Olympia, WA 98501  
 PH:1-800-426-2627 FAX: (360) 459-0729

## QUOTATION

Quote #: 66743  
 Date: 09/15/2025

Page 1 of 2

BILL TO:
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

SHIP TO:
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

Customer Number	Sales Rep	Shipping Method	Payment Terms	Valid Through
WAWSDDES001	BLAKEW	GROUND	NET 30 DAYS	10/15/2025

Qty	u/m	Part Number	Description	Unit Price	Disc	Price Extended Price
1	EA	BK2019ITU20	PB450L4 ALUM BUMPER ION 20-27 INTERCEPTOR UTILITY WHELEN INCOMPATIBLE W/ FRONT SENSORS	\$ 1,179.00	25%	\$884.25 \$884.25
1	EA	FK0402ITU25	PB9 ALUMINUM FENDER WRAPS FOR PB400/450 25-27 INTERCEPTOR UTILITY  INCOMPATIBLE W/FORD OPTION CODE 21L (WARNING AUXILIARY LAMPS)	\$ 699.00	25%	\$524.25 \$524.25
1	EA	PK0419ITU20TM	#10VS C RP COATED POLY PARTITION 20-27 INTERCEPTOR UTILITY	\$ 1,149.00	25%	\$861.75 \$861.75
1	EA	WK0595ITU20	WINDOW BARRIER VS POLY 20-27 INTERCEPTOR UTILITY FITS ALL DOOR PANELS	\$ 359.00	25%	\$269.25 \$269.25
1	EA	QK0566ITU25	REPLACEMENT FULL SEAT,2- CPSB,#12VS P 25-27 INTERCEPTOR UTILITY CENTER PULL SEAT BELTS  INCOMPATIBLE WITH RETAIL EXPLORER	\$ 1,759.00	25%	\$1,319.25 \$1,319.25
1	EA	GK10301S1UHK	D T-RAIL MOUNT 1 SMALL 1 UNIVERSAL HK UNIVERSAL VEHICLE	\$ 529.00	25%	\$396.75 \$396.75



# SETINA

MANUFACTURING

2926 Yelm Highway SE Olympia, WA 98501  
PH:1-800-426-2627 FAX: (360) 459-0729

## QUOTATION

Quote #: 66743  
Date: 09/15/2025

Page 2 of 2

<b>BILL TO:</b>
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

<b>SHIP TO:</b>
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

Customer Number WAWSDES001	Sales Rep BLAKEW	Shipping Method GROUND	Payment Terms NET 30 DAYS	Valid Through 10/15/2025		
Qty	u/m	Part Number	Description	Unit Price	Disc	Price Extended Price

1	EA	TK1418ITU20	HANDCUFF KEY EZ LIFT DUAL DRAWER SYSTEM - D2S - P1S 20-27 INTERCEPTOR UTILITY <b>REQUIRED: #12VS (SOLD SEPARATELY)</b>  COMPATIBLE W/FULL K9 INSERT	\$ 3,989.00	25%	\$2,991.75  \$2,991.75
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**Comments:** jheck@desmoineswa.gov  
PLEASE CONTACT YOUR REGIONS REPRESENTATIVE, Lisa  
Cobb LISAC@SETINA.COM, WITH ANY QUESTIONS

Subtotal: \$7,247.25  
Estimated Freight: \$0.00  
Estimated Sales Tax: \$739.21  
Quote Total: \$7,986.46

\*\*UNDER THE WASHINGTON STATE CONTRACT 02020, SETINA WILL  
COVER FREIGHT COSTS FOR THIS ORDER\*\*

**FREIGHT CHARGES DETERMINED BY ALL UNITS SHIPPING TOGETHER  
DUE TO CHANGES IN FUEL SURCHARGES, FREIGHT QUOTES ARE SUBJECT TO CHANGE  
WE ARE PLEASED TO SUBMIT THIS QUOTATION FOR YOUR CONSIDERATION  
SHOULD YOU PLACE THIS ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION  
ALL FREIGHT IS FOB OLYMPIA, WA**

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

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



# SETINA

MANUFACTURING

2926 Yelm Highway SE Olympia, WA 98501  
 PH:1-800-426-2627 FAX: (360) 459-0729

## QUOTATION

Quote #: 66744  
 Date: 09/15/2025

Page 1 of 2

BILL TO:
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

SHIP TO:
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

Customer Number	Sales Rep	Shipping Method	Payment Terms	Valid Through
WAWSDDES001	BLAKEW	GROUND	NET 30 DAYS	10/15/2025

Qty	u/m	Part Number	Description	Unit Price	Disc	Price Extended Price
1	EA	BK2019TAH25	PB450L4 ALUM BUMPER ION 25-26 TAHOE WHELEN INCOMPATIBLE W/ FRONT SENSORS	\$ 1,179.00	25%	\$884.25 \$884.25
1	EA	FK0402TAH21	PB9 ALUMINUM FENDER WRAPS FOR PB400/450 21-26 TAHOE	\$ 699.00	25%	\$524.25 \$524.25
1	EA	PK0419TAH21	#10VS C RP COATED POLY PARTITION 21-26 TAHOE	\$ 1,149.00	25%	\$861.75 \$861.75
1	EA	WK0595TAH21	WINDOW BARRIER VS POLY 21-26 TAHOE FITS ALL DOOR PANELS	\$ 359.00	25%	\$269.25 \$269.25
1	EA	QK2024TAH21	REPLACEMENT FULL SEAT,2- CPSB,#12VS P 21-26 TAHOE CENTER PULL SEAT BELTS REQUIRED: 21-24 ADDITIONAL EQUIPMENT FOR OPTION CODE ATZ- 2ND ROW SEAT DELETE	\$ 1,919.00	25%	\$1,439.25 \$1,439.25
1	EA	GK10301S1UHK	2025 TAHOE D T-RAIL MOUNT 1 SMALL 1 UNIVERSAL HK UNIVERSAL VEHICLE	\$ 529.00	25%	\$396.75 \$396.75



# SETINA

MANUFACTURING

2926 Yelm Highway SE Olympia, WA 98501  
PH:1-800-426-2627 FAX: (360) 459-0729

## QUOTATION

Quote #: 66744  
Date: 09/15/2025

Page 2 of 2

<b>BILL TO:</b>
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

<b>SHIP TO:</b>
DES MOINES PUBLIC WORKS 21650 11TH AVENUE SOUTH DES MOINES, WA 98198 USA

Customer Number WAWSDES001	Sales Rep BLAKEW	Shipping Method GROUND	Payment Terms NET 30 DAYS	Valid Through 10/15/2025		
Qty	u/m	Part Number	Description	Unit Price	Disc	Price Extended Price

1	EA	TK0344TAH21	HANDCUFF KEY CARGO DUAL DRAWER DECK - D2S - \$ 3,489.00 P1S 21-26 TAHOE <b>REQUIRED: REAR CARGO DECK- SOLD SEPARATELY</b>		25%	\$2,616.75 \$2,616.75
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1	EA	TK1334TAH21	CARGO REAR DECK 21-26 TAHOE <b>REQUIRED: #12VS (SOLD SEPARATELY)</b>	\$ 519.00	25%	\$389.25 \$389.25
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**Comments:** jheck@desmoineswa.gov  
PLEASE CONTACT YOUR REGIONS REPRESENTATIVE, Lisa  
Cobb LISAC@SETINA.COM, WITH ANY QUESTIONS

Subtotal:	\$7,381.50
Estimated Freight:	\$0.00
Estimated Sales Tax:	\$752.91
Quote Total:	\$8,134.41

\*\*UNDER THE WASHINGTON STATE CONTRACT 02020, SETINA WILL  
COVER FREIGHT COSTS FOR THIS ORDER\*\*

<p align="center">FREIGHT CHARGES DETERMINED BY ALL UNITS SHIPPING TOGETHER DUE TO CHANGES IN FUEL SURCHARGES, FREIGHT QUOTES ARE SUBJECT TO CHANGE WE ARE PLEASED TO SUBMIT THIS QUOTATION FOR YOUR CONSIDERATION SHOULD YOU PLACE THIS ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION ALL FREIGHT IS FOB OLYMPIA, WA</p>
--

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

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

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #150**

**TO:**  
 Daywireless  
 2415 South 200<sup>th</sup> St  
 SeaTac, WA 98198  
 Kimberly Nuber KNuber@daywireless.com  
 (425)414-6284

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Eddie Ochart

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
7	Quote: 3356264	6500 Series Radios	\$ 3,3133.34	\$ 21,933.38
3	Quote: 3353994	M500 In-Car Camera System	\$ 9,900.00	\$ 29,700.00
See attached estimates				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase for DMPD.

SUBTOTAL	\$ 51,633.38
10.2% SALES TAX	\$ 5,266.61
OTHER	
<b>TOTAL</b>	<b>\$ 56,899.99</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25



QUOTE-3356264  
Des Moines PD\_7 x APX6500s\_Config  
6\_KN

Billing Address:  
DES MOINES POLICE DEPT, CITY  
OF  
21630 11TH AVE S  
DES MOINES, WA 98198  
US

Quote Date:10/23/2025  
Expiration Date:12/22/2025  
Quote Created By:  
Kimberly Nuber  
knuber@daywireless.com  
  
End Customer:  
DES MOINES POLICE DEPT, CITY OF  
Jonathon Heck  
Jheck@desmoineswa.gov  
206-870-6942  
  
Contract: 32333 - PSERN

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 6500 / Enh Series	PS_REM_MT CONFIG_06 APX6500 7/800-E5	7		\$3,133.34	\$21,933.38
1	M25URS9PW1BN	MOBILE RADIO APX6500 ENHANCED 7/800 MHZ	7	\$3,764.00	\$716.50	\$5,015.50
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	7	\$6.42	\$2.57	\$17.99
1b	G851AG	ADD: AES/DES-XL/DES-OFB ENCRYP APX AND ADP	7	\$941.00	\$376.40	\$2,634.80
1c	G996AS	SOFTWARE LICENSE ENH: OVER THE AIR PROVISIONING	7	\$118.00	\$47.20	\$330.40
1d	GA00580AA	ADD: TDMA OPERATION	7	\$530.00	\$212.00	\$1,484.00
1e	G51AU	SOFTWARE LICENSE ENH: SMARTZONE OPERATION APX6500	7	\$1,412.00	\$183.47	\$1,284.29
1f	QA05336AA	DEL: DELETE BLUETOOTH	7	\$0.00	\$0.00	\$0.00
1g	G67DT	ADD: REMOTE MOUNT E5 APXM	7	\$350.00	\$140.00	\$980.00
1h	G78AT	ENH: 3 YEAR ESSENTIAL SVC	7	\$288.00	\$288.00	\$2,016.00
1i	GA01606AA	ADD: NO BLUETOOTH/ WIFI/GPS ANTENNA NEEDED	7	\$0.00	\$0.00	\$0.00
1j	G298AS	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	7	\$871.00	\$348.40	\$2,438.80
1k	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	7	\$71.00	\$28.40	\$198.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-3356264  
Des Moines PD\_7 x APX6500s\_Config  
6\_KN

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1l	G610AC	ADD: REMOTE MOUNT CABLE 30 FT APX	7	\$30.00	\$12.00	\$84.00
1m	G444AH	ADD: APX CONTROL HEAD SOFTWARE	7	\$0.00	\$0.00	\$0.00
1n	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ	7	\$16.00	\$6.40	\$44.80
1o	G806BL	SOFTWARE LICENSE ENH: ASTRO DIGITAL CAI OP APX	7	\$607.00	\$242.80	\$1,699.60
1p	GA01767AG	ADD: RADIO AUTHENTICATION	7	\$118.00	\$47.20	\$330.40
1q	GA01670AA	ADD: APX E5 CONTROL HEAD	7	\$767.00	\$306.80	\$2,147.60
1r	W22BA	ADD: STD PALM MICROPHONE APX	7	\$85.00	\$34.00	\$238.00
1s	QA09113AB	ADD: BASELINE RELEASE SW	7	\$0.00	\$0.00	\$0.00
1t	G361AH	SOFTWARE LICENSE ENH: P25 TRUNKING SOFTWARE APX	7	\$353.00	\$141.20	\$988.40

Subtotal \$21,933.38

Estimated Tax \$2,237.20

**Grand Total \$24,170.58(USD)**

Notes:



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.; 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-3353994  
Des Moines PD\_3 x M500s\_KN

Billing Address:  
DES MOINES POLICE DEPT, CITY  
OF  
21630 11TH AVE S  
DES MOINES, WA 98198  
US

Quote Date:10/22/2025  
Expiration Date:12/21/2025  
Quote Created By:  
Kimberly Nuber  
knuber@daywireless.com  
  
End Customer:  
DES MOINES POLICE DEPT, CITY OF  
Jonathon Heck  
Jheck@desmoineswa.gov  
2068706942

Contract: 36874 - SOURCEWELL MOBILE  
VIDEO-101223-MOT  
AGREEMENT: WG AGREEMENT

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	M500						
1	WGB-0703A	M500 ICV SYSTEM, V300 WIFI DOCK, SPS	3		\$6,575.00	\$3,882.00	\$11,646.00
2	WGB-0189A	MTIK CONF KIT,802.11AC,M500POE,5GH ZANT	3		\$410.00	\$328.00	\$984.00
3	WGP02225-230-KIT2	BRKT KIT DISP/BWC/CAM TAHOE/SILV 2021	1		Included	Included	Included
4	WGP02225-650-KIT2	BRACKET DISP/VISTA/ CAMVR POST 2025+EXPL	2		Included	Included	Included
5	LSV07S05297A	5Y ESSENTIAL WITH ADVANCED REPLACEMENT M500	3	5 YEARS	\$1,518.75	\$1,215.00	\$3,645.00
	VideoManager EL or EX: Video Evidence Management						
6	WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS*	3	5 YEAR	\$5,593.75	\$4,475.00	\$13,425.00
Subtotal						\$29,700.00	
Estimated Tax						\$3,029.40	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



QUOTE-3353994  
Des Moines PD\_3 x M500s\_KN

Grand Total

**\$32,729.40(USD)**



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.; 500 West Monroe, United States - #: 36-1115800

**CITY OF DES MOINES**

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



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #149**

**TO:**  
 Corwin Ford of Pasco  
 1225 Autoplex Wy  
 Pasco, WA 99301  
 Austin Harvey aharvey@corwinauto.com  
**(509)316-7221**

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck jheck@desmoineswa.gov  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		Ford F-350 Chassis SRW 4WD	\$49,711.40	\$49,711.40
1		Alternative Chassis- Super Cab	\$2010.00	\$2010.00
1		Trailer Brake Controller	\$ 300.00	\$ 300.00
1		Amber Warning Light Package	\$ 2100.00	\$2100.00
1		Service Box/ Upfitting TBD	\$ 25,000.00	\$25,000.00
See attached quote 2025-12-7				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase of the vehicle for Community Development.

SUBTOTAL	\$83,938.20
10.2% SALES TAX	\$ 8,561.70
OTHER	
<b>TOTAL</b>	<b>\$92,499.90</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106003.564450

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25

**Vehicle Quote Number: 2025-12-7** [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Austin Harvey
Dealer: Corwin of Pasco (W53992)	Dealer Phone: (509) 316-7221

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:aodonnell@desmoineswa.gov">aodonnell@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

YZ OXFORD WHITE - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-09081-0001	FORD F-350 CHASSIS SRW F3F 4WD	1	\$49,711.40	\$49,711.40
2026-09081-0009	ALTERNITIVE CHASSIS--F350 SUPER CAB CHASSIS SINGLE REAR WHEEL. 7.3L GAS MOTOR 167.9 WHEELBASE WITH 60 CAB TO AXLE (X3F)	1	\$2,010.00	\$2,010.00
2026-09081-0020	TRAILER BRAKE CONTROLLER (52B)	1	\$300.00	\$300.00
2026-09081-0303	AMBER WARNING LIGHT PACKAGE--Base lighting package. Consists of four (4) Soundoff mPower led amber warning lights (2 on front of vehicle and 2 on rear of vehicle) and includes 8 button controller. (DLR)	1	\$2,100.00	\$2,100.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking
---

**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$54,121.40
<b>8.9 % Sales Tax:</b>	\$4,816.80
<b>Quote Total:</b>	\$58,938.20

**CITY OF DES MOINES**

**Finance Division**  
**21630 11<sup>TH</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**Phone 206.870.6511 Fax 206.870.6540**



**PURCHASE ORDER**

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

**P.O. NUMBER: PBPW 12/11/2025 #141**

**TO:**  
 Bud Clary Ford  
 700 7<sup>th</sup> Avenue  
 Longview, WA 98632  
 Kathleen Brennan [ford.orders@budclary.com](mailto:ford.orders@budclary.com)  
**(360)423-4321 Ext: 10943**

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck [jheck@desmoineswa.gov](mailto:jheck@desmoineswa.gov)  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2026 Ford Explorer	\$36,319.00	\$36,319.00
1		Active 100A – 4WD	\$ 1,886.00	\$ 1,886.00
1		Spare tire and jack	\$ 392.00	\$ 392.00
1		Extra key fobs (4)	\$ 696.00	\$ 696.00
1		Floor Mats	\$ 152.00	\$ 152.00
1		Amber Package	\$ 2,179.00	\$ 2,179.00
1		Amber Add on – Mini Lightbar	\$ 862.00	\$ 862.00
See attached quote 2025-10-474				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase of the vehicle for Community Development.	SUBTOTAL	\$42,736.00
	10.2% SALES TAX	\$ 4,359.07
	OTHER	
	<b>TOTAL</b>	<b>\$47,095.07</b>

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106006.56441

Ordered by:  
 Adam O'Donnell

Date  
 12.12.25

Authorized by:  
 Michael P. Slevin III, PW Director

Date 12.12.25

**Vehicle Quote Number: 2025-10-474**

[Create Purchase Request](#)

[View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer: Bud Clary Ford (W403)	Dealer Contact: Kathleen Brennan	Dealer Phone: (360) 423-4321 Ext: 10943
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**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:jheck@desmoineswa.gov">jheck@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

Oxford White (YZ) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-03003-0001	2026 Ford Explorer	1	\$36,319.00	\$36,319.00
2026-03003-0002	INFORMATION ONLY: Vehicle sales tax is 8.4%.	1	\$0.00	\$0.00
2026-03003-0003	INFORMATION ONLY: Bud Clary Ford Hyundai (Clary Longview, LLC) - DES Vendor #W403, State Vendor Payee #SWV0271256	1	\$0.00	\$0.00
2026-03003-0004	INFORMATION ONLY: NEW FOR CONTRACT #28423: Delivery location must be selected, see option #0202.? Standard equipment includes TWO keys. For additional keys, see option #0210.?	1	\$0.00	\$0.00
2026-03003-0005	INFORMATION ONLY: Ford Motor Company is not able to guarantee that this vehicle will be produced during the current model year production cycle. Also, due to uncontrollable increasing costs of raw materials, Ford might not be able to provide price protection for vehicles that will need to be re-ordered as 2026 model year. If Ford is unable to build this vehicle, we will contact you when we receive notification, offering the choice of order cancellation without penalty or acceptance of 26MY CARS contract pricing to re-order vehicle (and upfits if applicable) with factory expedited scheduling.	1	\$0.00	\$0.00
2026-03003-0006	INFORMATION ONLY: Bud Clary Ford CARS Cancellation Fees: NO fee to cancel order if vehicle has not been scheduled for production and is able to be cancelled at factory. 2% cancellation fee if vehicle has been serialized and is locked in for production by manufacturer. 10% cancellation fee if vehicle has been serialized and has specialized equipment ordered. Custom bodies cannot be cancelled. 2WD	1	\$0.00	\$0.00

and 4x2 vehicles cannot be cancelled. Absolutely NO cancellation if customer has licensed/registered vehicle.

2026-03003-0011 Active 100A - Four Wheel Drive (4WD) [Includes Intelligent 4WD System and Hill Descent Control] (K8D)	1	\$1,886.00	\$1,886.00
2026-03003-0028 Spare tire and jack (18in, Deletes standard Tire Inflator and Sealant Kit) (76U)	1	\$392.00	\$392.00
2026-03003-0202 VEHICLE DELIVERY - PLEASE SELECT ONE:	1	\$0.00	\$0.00
2026-03003-0205 Delivery to customer location in Northwest Washington (counties of: Clallam, Island, Jefferson, King, Kitsap, Mason, Pierce, San Juan, Skagit, Snohomish, Whatcom) (DLR)	1	\$250.00	\$250.00
2026-03003-0211 Two (2) Extra RKE Fobs w/ Internal Keys, programmed, for vehicles with push button start. (Will give you 4 Fob/Keys total, maximum of 4 keys can be programmed to vehicle) (DLR)	1	\$696.00	\$696.00
2026-03003-0235 Floor Mats, HD Rubber Molded, Front (Weather Tech) (DLR)	1	\$152.00	\$152.00
2026-03003-0301 AMBER PACKAGE - Base Surface Lighting Package. (4) Soundoff mPower 4in LED amber warning lights, installed (2) on front of vehicle (at rear of hood facing forward), (2) on rear of vehicle. Wired to 8-button controller. (AL301)	1	\$2,179.00	\$2,179.00
2026-03003-0315 AMBER ADDON - Mini Lightbar. (1) 17in Soundoff nRoads amber mini-lightbar installed on roof of vehicle or cabguard. (Requires Base Amber Package #301 or Controller #302). (Soundoff ENRMB0007K) (AL315)	1	\$862.00	\$862.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking

**Quote Totals**

**Total Vehicles:** 1  
**Sub Total:** \$42,736.00  
**8.4 % Sales Tax:** \$3,589.82  
**Quote Total:** \$46,325.82

**CITY OF DES MOINES**

**Finance Division**  
**21630 11<sup>TH</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**Phone 206.870.6511 Fax 206.870.6540**



**PURCHASE ORDER**

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

**P.O. NUMBER: BPBW 12/11/2025 #148**

**TO:**  
 Bud Clary Ford  
 700 7<sup>th</sup> Avenue  
 Longview, WA 98632  
 Kathleen Brennan [ford.orders@budclary.com](mailto:ford.orders@budclary.com)  
**(360)423-4321 Ext: 10943**

**SOLD TO/SHIP TO:**  
 City of Des Moines  
 21650 11<sup>th</sup> Ave S  
 Des Moines, WA 98198-6317  
 Contact: Jonathon Heck [jheck@desmoineswa.gov](mailto:jheck@desmoineswa.gov)  
 (206)900-6057

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
12/11/2025	Adam O'Donnell		Des Moines	30 Days

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		2026 Ford Transit Passenger Van	\$55,237.00	\$55,237.00
1		High Roof- Extended Length	\$2960.00	\$2960.00
1		Fleet Safety Package	\$ 35.00	\$ 35.00
See attached quote 2025-12-5				

Authority: At the direction of the Des Moines City Council, taken at an Open Public Meeting on 12/11/2025. If approved, this will be used to reserve the purchase of the vehicle for Community Development.	SUBTOTAL	\$58,232.00
	10.2% SALES TAX	\$ 5,939.66
	OTHER	
	TOTAL	\$64,171.66

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

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106007.564310

Ordered by: Adam O'Donnell  
 Date: 12.12.25

Authorized by: Michael P. Slevin III, PW Director  
 Date: 12.12.25

**Vehicle Quote Number: 2025-12-5** [Create Purchase Request](#) [View organization purchase requests](#)

This is a **quote** only. You must create a purchase request to order this vehicle(s)

**Contract & Dealer Information**

Contract #: 28423	Dealer Contact: Kathleen Brennan
Dealer: Bud Clary Ford (W403)	Dealer Phone: (360) 423-4321 Ext: 10943

**Organization Information**

Organization: DES MOINES CITY OF - 21709
Email: <a href="mailto:aodonnell@desmoineswa.gov">aodonnell@desmoineswa.gov</a>
Quote Notes:
Vehicle Location: DES MOINES

**Color Options & Qty**

Oxford White (YZ) - 1
Tax Exempt: N

**Vehicle Options**

Order Code	Option Description	Qty	Unit Price	Ext. Price
2026-04001-0001	2026 Ford Transit Passenger Van	1	\$55,237.00	\$55,237.00
2026-04001-0021	C1: High Roof, Extended Length 148WB, Dual Rear Wheel (DRW), 15-Passenger [Includes 3.5L V6 EcoBoost engine #99G; 10100 #GVWR; 3.73 Limited Slip #X7L; 205/75R16C BSW All-Season Tires #TQH; 16in HD Silver Steel Wheels with Silver Hubcaps with Exposed Lug Nuts; Privacy Glass #92E; HD Front Axle #41E] (Seating 2/3/3/3/4: 2nd row triple w/ narrow seats, 3rd row double/aisle/single, 4th row double/aisle/single, 5th row double/double) (U4X/301A/148WB/99G)	1	\$2,960.00	\$2,960.00
2026-04001-0102	Fleet Safety Package [Includes Driver Alert; Auto High Beam; Reverse Speed Limiter] (These safety features are set to ON with no driver ability to change settings) (59C)	1	\$35.00	\$35.00

**Catalytic Converter Marking**

Our organization declines catalytic converter marking
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**Quote Totals**

<b>Total Vehicles:</b>	1
<b>Sub Total:</b>	\$58,232.00
<b>8.4 % Sales Tax:</b>	\$4,891.49
<b>Quote Total:</b>	\$63,123.49

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2026-2027 On-Call Consultant  
Agreements for Civil Engineering  
Services

FOR AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: December 1, 2025

ATTACHMENTS:

1. Consultant Services Contract
2. Request for Qualifications

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *MPS*
- 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 to seek City Council authorization of Consultant Agreements for On-Call Civil Engineering Services from January 1, 2026, through December 31, 2027 (Attachment 1). The selected Consultants will provide engineering support on the City’s approved Capital Improvement Program projects, will work on the Professional Services portions of the City’s approved operating budgets as needed, will provide assistance on the review of development applications when necessary, and will be available to assist the City during emergency situations. This process has been used successfully by the City since 2008. The following motion will appear on the consent agenda:

**Suggested Motion**

**Motion:** “I move to approve the Consultant Services Contract for On-Call Civil Engineering Services (2026-2027) with Century West Engineering, Exeltech, KBA Inc., Kittelson & Associates, Inc., KPFF Consulting Engineers., NV5, Parametrix, Pertect, Psomas, SCJ Alliance, and Transpo Group each up to \$1,250,000.00, and authorize the City Manager to sign the Consultant Services Contracts substantially in the form as submitted.”

## **Background**

Engineering consultants are needed in order to supplement and expand the capability of City staff on the design and construction of Capital Improvement Projects, to provide occasional assistance with development related reviews, and for other technical engineering work.

Among other things, RCW 39.80 requires that agencies advertise, conduct interviews if necessary, and ultimately select the most qualified consultant(s) to provide professional services. This selection process may not be based on the cost for those services.

In October of 2025, staff published an advertisement for a Request for Qualifications (RFQ) from civil engineering firms interested in providing on-call engineering services to the City through the year 2027. A copy of the RFQ is provided as Attachment 2 for reference. Statements of Qualifications (SOQ) were received from 13 firms. A staff selection committee reviewed each of the SOQ's and ranked them based on their response to the criteria identified in the RFQ. The firms were also ranked on their ability to provide quality services in a wide variety of specific civil engineering disciplines.

Eleven firms are needed in order to provide adequate redundancy of service in each specific discipline of civil engineering. This redundancy is necessary for several reasons. First, if staff is unable to successfully negotiate a specific Task Order Assignment with one consultant, staff can easily move to another consultant that is equally qualified to perform the task. Second, if a consultant is too busy to conduct a Task Order Assignment in a timely manner, staff needs to have at least one other consultant available to perform the work. Third, if staff receives work from a consultant on a development project where the assistance of a third party consultant review is needed, and the developer's consultant is on our on-call roster, there would be a conflict of interest. Staff needs to have another consultant available to conduct the review in this case.

The recommended consultant firms are Century West Engineering, Exeltech, KBA Inc., Kittelson & Associates, Inc., KPFF Consulting Engineers., NV5, Parametrix, Pertect, Psomas, SCJ Alliance, and Transpo Group.

## **Discussion**

The City has historically used consultants for providing professional services including design and construction management services, inspection services, and for preparing technical analyses on complex engineering related issues. Having consultants on-call streamlines the work effort required by City staff, and expedites the design and construction of projects.

Prior to 2008, staff selected consultants on a project by project basis. This process is very time consuming and in most cases, inefficient. In other words, for each and every project, an advertisement is placed, all submitted proposals are reviewed, interviews are conducted if necessary, and a consultant is selected for a specific project. In addition, staff typically advertised for professional services only after the Capital Improvement Program project budgets had been approved for a specific year. Going through an RFP for an individual project can add 3 to 4 months to a project schedule. This can be problematic if construction windows are limited due to emergency related response needs, the time of year, weather, and environmental permit related restrictions. Having consultants on-call over a multi-year timeframe is ideal to support programs that are funded from a multi-year budget cycle process as well.

In late 2007, the Council authorized the first On-call Consultant Agreements for the years 2008 and 2009. This process was used again very successfully between 2010 & 2021, and current years 2024-2025. Having the Agreements in place greatly increased the productivity and efficiency of the staff. That increased productivity will certainly continue in 2026 and 2027 with the continuation of this on-call process.

All of the consultant selection process has been completed at this time. As various needs arise, staff will prepare a Task Order Assignment that identifies a specific work task or project to be performed. The selected consultant will meet with staff to develop and negotiate a specific scope of work, schedule, and budget for the Task Order Assignment. Once finalized, the Task Order Assignment will be approved by the City Manager or the City Council depending on the specific budget and City Manager contract authority.

Approving these Agreements does not obligate the City to assign any specific number of tasks, volume of work, or a specific contract value to any of these consultants. At any time during a funding year, all projects and subsequent Task Order Assignments may be subject to change including funding levels and project priorities. The City has reserved the right to add and or delete Task Order Assignments to meet other priorities.

The maximum potential value for these Agreements is set at \$1,250,000 for consultants that can provide a wide variety of civil and architectural engineering services.

For all City projects supported by federal funding, the on-call contracts and Task Order Assignments will not be utilized. Separate contracts complying with the WSDOT Local Agency Guidelines Manual (LAG) will be utilized or other processes defined by the specific granting agency.

#### **Alternatives**

The Council could choose to have specific agreements prepared for each project at the time a project is started. Under this scenario, a specific agreement would have to be prepared, advertised, reviewed, and approved for each and every project, along with the scope of work, the schedule, and the budget. Also, the City would not have consultants available to provide assistance during emergency situations.

#### **Financial Impact**

Approving these agreements will streamline the consultant selection process for the City, saving staff time and resources, including advertising costs. Approving these Consultant Agreements will create no negative financial impact to the City.

Approving these Agreements does not require the payment of any funds to any of the identified consultants. Consultants will only be paid for services provided on individual and specific Task Order Assignments. Each Task Order Assignment will have its own specific scope, schedule, and budget. All Task Order Assignments will be for work within established and approved City programs and budgets, or to assist the City in response to emergency situations.

The City Manager will approve Task Order Assignments that are within the City Manager's authorized limit. Task Order Assignments above that limit will be brought before the City Council for authorization.

**Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

n/a



## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and**

### **[Sample Consultant Contract]**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and [Insert Consultant's Co. Name] organized under the laws of the State of [Insert State Co. Formed Under], located and doing business at [Insert Consultant's Address and Phone Number] (hereinafter the "Consultant").

#### **I. DESCRIPTION OF WORK.**

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

- "Scope of Work for 2026-2027 On-Call General Civil Engineering Services" attached hereto as Exhibit "A" is incorporated by reference, and
- Specific task orders issued by the City to Consultant under the terms described in Exhibit "A"

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

**II. TIME OF COMPLETION.** The parties agree that work will begin on each task order described in Section I above immediately upon issuance of such task order. Upon the effective date of this Contract, Consultant shall complete the work described in Section I within the time specified in each task order and as specified in Exhibit "A".

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant, for each task order, based on time and materials, an amount not to exceed the maximum amount payable specified in the task order for the services described in the task order. This is the maximum amount to be paid under this Contract for the work described in the task order, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The maximum amount to be paid under this Contract shall not exceed one million two hundred fifty thousand dollars (\$1,250,000) for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for under each

CONSULTANT SERVICES CONTRACT 2  
(Various)



individual task assignment issued under this Contract herein shall remain locked at the negotiated rate(s) for the duration of the formal task order assignment.

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

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

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

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

**VI. CLAIMS.** If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims,

CONSULTANT SERVICES CONTRACT 3  
(Various)



or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Consultant unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

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

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

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



protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 5  
(Various)



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

**No Limitation.** Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

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

**C. Other Insurance Provisions.**

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

CONSULTANT SERVICES CONTRACT 6  
(Various)



prior written notice by certified mail, return receipt requested, has been given to the City.

- D. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- E. Verification of Coverage** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.
- F. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within two business days of their receipt of such notice.
- G. Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- H. City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

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

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

CONSULTANT SERVICES CONTRACT 7  
(Various)



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

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

**XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

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

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

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to  
CONSULTANT SERVICES CONTRACT 8  
(Various)



the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 9  
(Various)



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

<p><b>CONSULTANT:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u>          Its <u>City Manager</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____          City Attorney                      Director</p> <p>DATE: _____                      DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>[Insert Contact Name]          [Insert Company Name]          [Insert Address]          [Address - Continued]          [Insert Telephone Number] (telephone)          [Insert Fax/email] (fax/email)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Tommy Owen, PE, PTOE          City Engineer          City of Des Moines          21630 11<sup>th</sup> Avenue S., Suite A          Des Moines, WA 98198          206-870-6870 (telephone)          town@desmoineswa.gov (fax/email)</p>
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**CITY OF DES MOINES  
ENGINEERING SERVICES DEPARTMENT  
REQUEST FOR QUALIFICATIONS  
ON-CALL GENERAL CIVIL ENGINEERING SERVICES  
2026 – 2027  
Submittal Due Date: October 29<sup>th</sup>, 2025**

GENERAL SCOPE:

The City of Des Moines is requesting statements of qualifications for firms interested in providing on-call General Civil Engineering Services for various City projects and tasks. The selected consultant(s) shall be responsible for preparing and/or reviewing civil engineering plans and specifications and where necessary, associated NEPA and or SEPA, studies, reports, and permits. The selected consultant(s) will be responsible for review of engineering aspects of selected developer plans. The selected consultant(s) will also provide predesign studies and final design assistance in support of City capital projects, operations, and maintenance including but not limited to, projects selected from the City of Des Moines adopted Transportation & Capital Improvement Plans. The City may also require architectural, landscape and/or urban design services in support of capital projects possibly including, but not limited to, arterial corridor planning, preservation of historic structures and/or improvements in the city center. The selected consultant(s) shall be available on an as-needed basis from January 1, 2026 to December 31, 2027. One or more consultant contracts will be considered under this solicitation, each with a maximum of up to \$1,250,000, incurred under multiple task order assignments. The Consultant(s) will be expected to respond on short notice to requests for technical services to resolve urgent task orders.

PROFESSIONAL SERVICES REQUIRED:

It is the intent of the City of Des Moines that the selected firm(s) will have experience in accomplishing similar work for municipal clients. The ideal firm(s) would be able to provide civil engineering services including the specialty areas of bridge and structural engineering, geotechnical engineering, pavement and roadway design, traffic engineering, transportation planning including preparation of comprehensive transportation plans, corridor studies and traffic impact fee programs, surface water management plans, utility plans, value engineering, construction engineering, and construction management. Other services requested of the selected consultant(s) may include architectural, historic preservation, survey, wetlands & environmental studies, permit acquisition, right-of-way services, materials testing, grant preparation, public outreach and other related work.

It is anticipated that the City of Des Moines may select firms in the following (but not limited to) categories:

- General Civil Engineering – All services as illustrated above
- Structural Engineering – General and bridge services
- Geotechnical Engineering – General services
- Environmental Engineering – General and permitting services
- Construction Management – General services including administration, engineering, inspection, and materials testing
- Right-of-Way Acquisition – Real Estate Services

Work performed under this scope will consist of individually negotiated task order assignments processed under a consultant agreement. Work will be based upon a project scope that may involve any one or a combination of disciplines and expertise and therefore may require the participation of one or several individual specialists. Work on scoping and/or preparation of the individual task order assignments is not reimbursable.

In the case of projects covering two or more distinct phases, when the cost for the second phase depends on decisions reached during the first phase, the task order assignment should cover only the first phase.

The consultant agreement(s) for preliminary engineering will state that the consultant may be considered for subsequent phases upon satisfactory performance on prior work and upon negotiation of an agreement for the subsequent phase(s). The City of Des Moines is not obligated to use the same consultant firm for all phases. Separate consultant task order assignments may be considered for each phase (e.g., one for preliminary engineering and another for construction management).

RFQ SUBMITTAL REQUIREMENTS AND EVALUATION CRITERIA:

Responses to this Request for Qualifications shall be limited to fifteen (15) single-sided pages, not including a cover letter. A minimum of three references pertaining to the requested services must be listed, with current phone numbers and contact persons as a part of the RFQ. In addition, the consultant may submit a brochure describing the general capabilities of their firm along with the RFQ.

The RFQ's will be evaluated by a selection committee. If the selection committee cannot make definitive consultant selections, the City may choose to conduct oral interviews of top ranking firms. The committee will ultimately select Civil Engineering firms to be included on an on-call roster for 2026-2027.

The selection committee will use, but will not be limited to, the following criteria for consultant selection:

- Consultant's specialized experience and technical competence in performing the type of work requested in the general scope of work under one of the categories listed. The proposal document should list work experience specific to the consultant's staff members who would work for the City under this contract. (45 points)
- Demonstrated ability to perform work in a timely manner. (20 points)
- Demonstrated ability to be responsive, meet schedules, and manage budgets. ( 30 points)
- Demonstrated ability to successfully work with municipalities and regulatory agencies. (25 points)
- Experience and ability to work on federally funded projects consistent with local, state, and federal requirements. (30 points)
- Demonstrated ability and approach to meet Disadvantaged Business Enterprises (DBE) goals for any phase or type of work assigned by the City. (DBE Participation Plan - Mandatory Minimum Criteria)

Total maximum points: 150

The City of Des Moines in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**Responses to this RFQ must be delivered via email as PDF attachments (10MB or less) to the City of Des Moines, 21650 11<sup>th</sup> Avenue South, Des Moines, WA 98198, Attention: Tommy Owen, P.E., PTOE, City Engineer by 4:00 PM on October 29<sup>th</sup>, 2025.** Questions regarding this Request for Qualifications should be directed in writing, via e-mail only, to Tommy Owen, at [towen@desmoineswa.gov](mailto:towen@desmoineswa.gov) by 12:00 PM October 21<sup>st</sup>, 2025. City written responses, if applicable, will be available to interested parties on or before the COB October 22<sup>nd</sup>, 2025.

Published in the Seattle Times: October 10<sup>th</sup> and October 20<sup>th</sup>, 2025.

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Planning Commission Ordinance

FOR AGENDA OF: December 11, 2025

ATTACHMENTS:

- 1. Draft Ordinance No. 25-108

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: December 2, 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. 25-108 creating a Planning Commission.

**Suggested Motion**

**Motion: “I move to adopt draft Ordinance 25-108 creating the Planning Commission.”**

## **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.

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.

The City Council directed staff to research and prepare an ordinance to 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 start 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
- 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.

The first reading and public hearing was held on December 4, 2025. The City Council discussed the ordinance including multiple possible ordinance amendments related to items being reviewed by the Planning Commission, membership qualifications, and term limits. The Council included two amendments to the Ordinance that are included in this proposed second reading including:

- Review and recommendation by the Planning Commission for Business park and institutional campus master plans
- Include reference to the term limits for all appointive committees per DMMC 4.24.040(2)

Shoreline Development Permit, Conditional use, Variance, will return to Council for further discussion regarding Planning Commission recommendation at the time the City is updating the Shoreline Master Program.

**Next Steps:** 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 as needed, which is estimated at less than \$10,000.

**Recommendations/Concurrence**

Staff recommends adopting Draft Ordinance 25-108 related to creating a Planning Commission.

**CITY COUNCIL'S FIRST DRAFT 12/05/2025**

**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 of Des Moines creates 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.

(7) Commission terms shall be limited as stated in DMMC 4.24.040(2).

**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 a 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~~

City Council Planning Commission. The presiding officer may reasonably 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, 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.

~~(23)~~ 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, 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 Sixty (60) 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. \_\_\_\_  
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\_\_\_\_\_  
City Clerk

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

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Marina Steps Innovative Stormwater  
Bioretention Testing, On-Call General  
Engineering Services Task  
Assignment-with Psomas

FOR AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: December 1, 2025

ATTACHMENTS:

- 1. 2024-2025 On-Call General Civil  
Engineering Services, Psomas, Inc. Task  
Assignment 2025-016

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to seek approval of the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-016 with Psomas, Inc. (Attachment 1) to provide stormwater bioretention testing and reporting in association with the Marina Steps Project.

**Suggested Motion**

**Motion:** "I move to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-016 with Psomas, Inc. to provide stormwater bioretention testing and reporting in association with the Marina Steps Project in the amount not to exceed \$214,607.00 and authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

## **Background**

The Des Moines Marina Steps project aims to create a direct pedestrian connection between the Downtown area and the Marina floor, with an emphasis on enhancing the experience for residents and visitors. On September 9, 2025, staff advertised the project for bid solicitation, and bids were opened on October 9, 2025. The public works construction contract was approved by the City Council on October 23, 2025. Construction is scheduled to begin in January 2026 and is expected to be completed by January 2027.

As part of the larger Marina Steps effort, the City received notice of award for a Puget Sound National Estuary Program (NEP) grant, which supports the construction and testing of innovative stormwater treatment methods for priority pollutants. The City Council authorized acceptance of this grant funding, in the amount of \$560,407.00, at its October 23, 2025 meeting.

The project will integrate three water-quality bioretention facilities into the Marina Steps design to evaluate the removal efficiency of both existing and emerging treatment approaches on target pollutants from a 30-acre drainage basin. Target pollutants include 6PPD-Q, polychlorinated biphenyls (PCBs), and metals. Sampling and analysis of pollutant levels will occur during storm events at locations upstream and downstream of treatment. The results will inform future stormwater management strategies in Des Moines and throughout the greater Puget Sound region.

## **Discussion**

### **On-Call General Civil Engineering Task Assignment with Psomas**

Engineering consultants are needed to supplement and expand City staff capacity for the stormwater bioretention testing, analysis, and reporting requirements associated with the NEP grant. These services are proposed to be provided by Psomas, Inc. (Attachment 1). Psomas assisted with preparation of the grant application and will also perform construction management services for the Marina Steps project.

The proposed scope of work for Psomas includes: development of a Quality Assurance Project Plan (QAPP), cultural resource review, baseline pollutant testing, effectiveness sampling, and preparation of a results memorandum.

## **Alternatives**

The City Council could elect not to approve the Task Assignment with Psomas, Inc. for stormwater bioretention testing and reporting. The City does not have adequate resources or staffing to perform these services. The NEP grant funding could be forfeited if the City cannot fulfill the testing and reporting portion of the grant requirements.

## **Financial Impact**

Grant funding provided through the Ecology NEP grant will fully cover the Psomas scope of services outlined in the Task Assignment. An additional \$25,000 in management reserve is included as contingency funding. If needed, this reserve would be funded through the Surface Water Utility.

## **Recommendation**

Staff recommends adoption of the motion as written above.

## **Council Committee Review**

The Transportation Committee and Municipal Facilities Committee has been routinely updated on the status of the Marina Steps project as well as the Council as a whole.



## FORMAL TASK ASSIGNMENT DOCUMENT

### Task Number # 16

The general provisions and clauses of Agreement 2024 - 2025 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines Marina and S 223rd Street

Project Title: Marina Steps Innovative Stormwater BMPs Targeting Priority Pollutants

Maximum Amount Payable Per Task Assignment: \$214,607.00

Completion Date: 12/31/2027

Description of Work: See attached Exhibit A, Scope of Work.

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

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

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

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

EXHIBIT A

**City of Des Moines**  
**Marina Steps Innovative Stormwater BMPs Targeting Priority Pollutants**  
**SCOPE OF WORK**  
**November 2025**

**A. Project Description / Background**

This project will integrate three water quality facilities into the Client's Marina Steps project to evaluate the removal efficiency of existing and new treatments on target pollutants from a 30-acre urban basin. The Consultant will sample and analyze pollutant levels during storm events upstream and downstream of treatment and results will guide future stormwater management in Des Moines.

This project will install and monitor the effectiveness of three stormwater Best Management Practices (BMPs), comprised of bioretention planters with new soil media types, all in the purpose of removing stormwater pollutants, particularly 6PPD-Q, polychlorinated biphenyls (PCBs), and metals, generated in a 30-acre basin, while improving water quality in the Des Moines Marina and Puget Sound. This research is associated with the Client's Marina Steps Project (Steps) scheduled for 2026 construction. The Steps will create a new public area from S 223rd Street to the Des Moines Marina, which is a focal point for the community, funded through other sources.

This project connects with the Steps and offers a unique chance to research new soil media types as a new water quality treatment BMP. This project will develop a Quality Assurance Project Plan (QAPP), research and develop soil media types, implement in bioretention planters, and test and analysis water effluent. A stormwater collection and conveyance system has already been designed as part of the Steps project. The result of this project will allow the Client to submit BMP results and approved QAPP to the Washington state Technology Assessment Protocol Ecology (TAPE) program for review and potential approval.

This project will fund three bioretention planters to the Steps, each with different engineered soil media, configured and equipped for stormwater sampling. The Consultant will review existing studies to identify media blends that optimize the removal of 6PPD from stormwater and engage with specialists from Ecology and research institutions to gather recommendations and collaborate on the media design.

Based on the research, the Consultant will select the bioretention soil media types to be tested. The selected media specifications will be documented.

The Consultant will characterize existing stormwater quality by collecting grab samples from at least 4 precipitation events to establish baseline data and inform the sampling methods.

The Consultant's engineer will size the flow splitter and bioretention areas in accordance with the 2021 King County Surface Water Design Manual in Q1 2025. Integrating with the Steps project, the Consultant will install a flow splitter structure at S 223rd Street to direct stormwater to the BMP sites and construct the 3 bioretention cells. The new system will include piping,

structures, and bioretention media. Sampling points will be provided at the outfall of each planter.

The Consultant will calibrate and install flow measurement devices and composite samplers at the flow diversion structure to monitor inflow and will place additional devices at the bioretention cell outlets to measure individual planter effluent quality (combined underdrain and overflow discharge). The Consultant will collect flow-weighted composite samples from as many as 15 storm events. The actual number of significant storms during that period is subject to seasonal variation and oscillations. If results are too few to meet TAPE requirements but are showing improved treatment effectiveness over current engineered media, the Client intends to continue the study using City resources and other available funding.

Following TAPE protocols, the Consultant will grab samples from at least three events before BMP setup. After BMP installation, automatic samplers will gather flow-weighted samples from up to 15 designated storms. The Consultant will share findings with the stormwater community through presentations and publications, including the Ecology Stormwater Working Group.

The project will engage with multiple key stakeholders and Tribes, and the Consultant will inform local community about the project's purpose, goals, and outcomes through user-friendly outreach materials, combining text and graphics to illustrate the project's status, schedule, and results.

## B. Goal & Measurable Objectives

- 1) Determine the 6PPD-Q removal efficiency of the Ecology approved BSM (current standard bioretention soil mix), as compared to the estimated removal efficiency in previous studies (i.e, Navickis-Brasch et al. 2022), and share results in presentation to Ecology's Stormwater Working Group.
- 2) Determine the performance of the experimental BMPs (two alternative non-proprietary bioretention soil mixes) in comparison to 6PPD-Q removal efficiency of the current standard and share results in presentation to Ecology's Stormwater Working Group.
- 3) Determine the performance of each BMP in removal efficiency of TSS and other contaminants of concern to aquatic and human health, specifically PCBs, and metals, and share results in the final report.
- 4) Observe how bioretention treatment effectiveness in a new installation change over time for the measured pollutants and share results in a Project Summary document.
- 5) Observe qualitatively how bioretention systems change hydraulically (bed thickness, clogging, and permeability), biologically (plant health and density), and challenges (such as maintenance and vector control) and share results in a Project Summary document.

## C. Assumptions

The following are project assumptions:

- This project is funded by the Washington State Department of Ecology Stormwater Strategic Initiative Lead (SIL) Grant.
- Work related to data collection or analysis may not begin until the Quality Assurance Project Plan (QAPP) is approved by the Washington State Department of Ecology's National Estuary

Program Quality Coordinator (NEP QC) or the NEP QC provides written documentation that a QAPP is not required.

- The Consultant will comply with Section 106 cultural resources review requirements that involve any project site disturbance.
- The City will fund the BMP construction and purchase the monitoring equipment (using grant funds primarily).
- All environmental data will be submitted to ECOLOGY's Environmental Informational Management System (EIM) and Water Quality Exchange (WQX).
- Project deliverables will be electronic PDF documentation uploaded to EAGL (Ecology Administration of Grants and Loans) system.
- The bioretention BMPs will be operational by October 15, 2026.

#### D. Tasks & Deliverables

The Consultant will manage all project components, including but not limited to subcontract(s), invoice submission, budget, and deliverable completion and submission. The Consultant will submit deliverables and invoices to the Stormwater SIL Grant Manager, SIL Financial Manager and Washington State Department of Ecology Grant Deliverable management tracking system, EAGL. See Stormwater SIL Grant Guidance

<https://apps.ecology.wa.gov/publications/SummaryPages/2310049.html>

#### E. Scope of Work

This scope of work describes the tasks Psomas ("Consultant") will perform to assist the City of Des Moines ("City").

##### TASK 1 – PROJECT DEVELOPMENT

##### 1.1 Quality Assurance Project Plan (QAPP) Development

Work related to data collection or analysis may not begin until the Quality Assurance Project Plan (QAPP) is approved by the Washington State Department of Ecology's National Estuary Program Quality Coordinator (NEP QC) or the NEP QC provides written documentation that a QAPP is not required.

Per EPA sub-award terms and conditions, for projects that involve the collection, production, evaluation, or use of environmental information, the Consultant must submit a Quality Assurance Project Plan (QAPP) to the Washington State Department of Ecology's NEP Quality Coordinator (NEP QC) using EPA's NEP guidance for QAPPs. Project work should not begin until the Quality Assurance Project Plan (QAPP) has Quality Assurance approval. At contract start, the Consultant must work with the NEP QC to ensure the project meets quality assurance requirements per the contract terms and conditions.

The Consultant is also required to conduct and document an annual review of the approved QAPP with ECOLOGY for projects exceeding one year in duration. For any changes prior to the annual review the Consultant must contact NEP QC to confirm required documentation. Changes may include but are not limited to new sampling sites, extended timeline, updated methods, and changes to analysis.

## 1.2 Project Factsheets

Using the template provided, the Consultant must complete an initial one-page project factsheet at the outset of the grant and a final one-page factsheet at the end of the grant. The initial factsheet will provide an overview of the project and a brief description of the Consultant's organization. The Consultant will submit the initial factsheet with the first quarterly progress report. The Consultant will submit the final factsheet at the end of the grant to summarize project outcomes, lessons learned, and next steps. The Stormwater SIL will make the factsheets publicly available through the website <https://pugetsoundestuary.wa.gov/>.

### Work Element 1 Deliverables:

- Copy of signed QAPP or QAPP waiver documentation (Within 90 days of signed agreement).
- Initial Project Factsheet (Due with first quarterly report, 2 weeks prior to grant end date).
- Final Project Factsheet (Due with first quarterly report, 2 weeks prior to grant end date).

## TASK 2 – PROJECT ADMINISTRATION AND REPORTING

This task describes the project administrative and reporting requirements. The Consultant will refer to and comply with all underlying state and federal terms and conditions.

### 2.1 Progress Reports/Payment Requests (PRPR)

The Consultant will complete quarterly payment request and progress reports (PRPR) in EAGL (Ecology Administration of Grants and Loans). The Consultant will maintain project records, submit requests for reimbursement with corresponding backup documentation, and fully complete progress reports. Quarterly reporting periods are:

Quarter 1 reporting period: January 1 – March 31; due April 30

Quarter 2 reporting period: April 1 – June 30; due July 30

Quarter 3 reporting period: July 1 – September 30; due October 30

Quarter 4 reporting period: October 1 – December 31; due January 30

Progress reports shall include:

- A description of:
  - Work completed for each task/subtask during the reporting period, including what deliverables were completed and submitted during the reporting period.
  - Total allowable spending by task.
  - Status for ongoing project tasks.
  - Challenges affecting task-specific or overall project completion date(s), scope of work, or costs.
- Evidence of satisfactory completion of all reporting requirements.

The Consultant will submit invoices at least quarterly, but no more frequently than monthly.

### 2.2 EPA FEATS Reporting

The Consultant will complete semi-annual FEATS (Financial and Ecosystem Accounting Tracking System) progress reports and a final FEATS report. The final FEATS report will be submitted within 60 days of the grant expiration date and will reflect the final project billing. The final FEATS report must describe task work completed throughout the project, highlight project outcomes, and summarize lessons learned.

FEATS Reporting Periods:

April 1 – September 30: Due October 15th or with Quarter 3 progress reporting, whichever comes first

October 1 – March 31: Due April 15th or with Quarter 1 progress reporting, whichever comes first

**2.3 Recipient Close Out Report (RCOR) in EAGL**

At the conclusion of the project, the Consultant will complete the Recipient Close Out Report (RCOR) in EAGL. The RCOR Form will include project accomplishments, challenges, and all relevant project information.

**2.4 Water Quality Exchange (WQX) and EIM Data Reporting**

The Water Quality Exchange (WQX) is the tool for data partners to submit monitoring data to EPA. If the Consultant collects any physical, chemical, or environmental data (e.g., dissolved oxygen, water temperature, salinity, turbidity, pH, phosphorous, total nitrogen, E. coli or enterococci, and other biological and habitat data), then the Consultant's QAPP will specify data to be reported through WQX.

Data for a calendar year (Jan 1 – Dec. 31) must be submitted at least annually.

See WQX information, including tutorials, at <https://www.epa.gov/waterdata/water-quality-data-wqx>.

The Consultant will also submit all environmental data to ECOLOGY's Environmental Informational Management System (EIM). The Consultant must confirm with ECOLOGY that complete and correct data was successfully uploaded, find instructions at <https://ecology.wa.gov/Research-Data/Data-resources/Environmental-Information-Management-database>

**2.5 Contracts and Subawards**

The Consultant may execute one or more subcontracts (professional services agreements). Selection of subcontractor by Consultant must comply with applicable provisions of 2 CFR Part 200 and the EPA Subaward Policy, which may be found at <https://www.epa.gov/grants/grants-policy-issuance-gpi-16-01-epa-subaward-policy-epa-assistance-agreement-recipients>. A meeting(s) may be held to clarify the scope, schedule, and deliverables. The Consultant and subcontractor will execute the contract and hold a kick-off meeting.

**Work Element 2 Deliverables:**

- Quarterly Progress Reporting (Annually on January 30, April 30, July 30, October 30).
- FEATS Reporting (Annually April 15 and October 15).
- Close Out Report Completed in EAGL (Within 30 days of contract closeout).
- WQX and EIM Data Reporting (At least annually on agreement start date if needed).

- Copy(s) of final consultant contract(s) subawards. Upload to EAGL and notify SW SIL PM and FM (Annually).

### **TASK 3 – CULTURAL RESOURCE REVIEW AND ENVIRONMENTAL PERMITTING**

The Consultant will ensure the following items are completed and provide the associated deliverables to ECOLOGY. The Consultant must approve all materials prior to submitting them to ECOLOGY for acceptance.

#### **3.1 Cultural Resources Review**

The Consultant will comply with Section 106 cultural resources review requirements that involve any project site disturbance.

The Consultant will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential effects to cultural resources.

##### **To initiate cultural resources review:**

1. The Consultant will submit the Cultural Resources Review Form to ECOLOGY. The Consultant will provide any additional information for ECOLOGY to lead the required cultural resources consultation. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting.

##### **The Consultant must receive written notice from ECOLOGY prior to proceeding with work.**

Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement. Costs incurred for ground disturbing activities that occur before cultural resources review will not be eligible for reimbursement.

#### **3.2 Inadvertent Discovery Plan**

The Consultant will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY Inadvertent Discovery Plan found on the ECOLOGY website. The Consultant will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site.

Consultant shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff and contractors working at the project site.
- Implement the IDP when cultural resources or human remains are found at the project site

The Consultant will comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

#### **3.3 Environmental Permitting**

The Consultant will also upload the final SEPA determination and affidavit. The Consultant is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project. The Consultant will provide copies of applicable local, state, tribal and federal permits, licenses, easements, and property rights upon request of the project manager or environmental review coordinator.

**Work Element 3 Deliverables:**

- Ecology Cultural Resource Review (CRR) form emailed to SWSIL PM and Cultural Resource contact for review. Other applicable permits, approvals, and authorizations, upload to EAGL (March 2026).
- Inadvertent Discovery Plan (IDP). Email the form directly to the SWSIL PM and Cultural Resources Contact for review. Upload to EAGL once review is complete (March 2026).
- Final SEPA determination and affidavit. Uploaded to EAGL and notify SWSIL PM and FM (March 2026).

**TASK 4 – DEVELOP INNOVATIVE BMPS**

The Consultant will conduct research and outreach regarding the removal efficiencies of bioretention engineered soil (media) mixtures that are currently used in the Puget Sound region, and about alternative bioretention media with potentially greater capacity to remove 6-PPDq and other high priority pollutants. From this research recommendations will be made for a media that has little or no field performance data to be evaluated in this research. The Consultant will then compile their findings in a Basis of Design Memorandum.

**4.1 Initial BMP Research and Partner Outreach**

The Consultant will review available scientific and grey literature on potential removal efficiencies of various BMPs bioretention media in regard to 6-PPDQ, PCBs (Arochlors), and dissolved metals. This will include a review of both effectiveness studies and of estimated effectiveness based on the chemical properties of the compounds in the media. In addition, the Consultant will conduct outreach to the WSU laboratory and King County Department of Natural Resources and Parks on their ongoing research on this topic.

The Consultant will summarize the results of the background research and collaborative outreach in a Technical Memorandum. After Ecology's 30-day review period, the Consultant will respond to comments and revise the Technical Memorandum to finalize the document.

**4.2 Innovative BMP Selection**

The Consultant will prepare a BMP basis of design memorandum documenting a minimum of three specific stormwater filtration media, include an existing BSM as one media, selected in task 4.1 for effectiveness monitoring and the rationale for the selection. After Ecology's 30-day review period, the Consultant will respond to comments and revise the Technical Memorandum to finalize the document.

**Work Element 4 Deliverables:**

- Technical Memorandum Summarizing Background Research and Results of Collaborative Outreach. Upload to EAGL draft and notify SWSIL PM and FM for 30-day review and comment. Upload final to EAGL and notify SWSIL PM and FM (November 2025)
- BMP Design Selection Memorandum. Upload draft to EAGL and notify SWSIL PM and FM for 30-day review. Upload final BMP Design Memorandum to EAGL (January 2026)

#### **TASK 5 – BASELINE POLLUTANT TESTING OF STORMWATER INFLUENT**

The Consultant will conduct baseline sampling at project site to determine pollutant concentrations within the target basins and prepare the results in a technical memorandum.

##### **5.1 Baseline Sampling**

The Consultant will conduct grab sampling of stormwater effluent of the Des Moines North Downtown basin to measure the concentrations of pollutants of concern (TSS, 6PPD-Q, PCBs (Arochlors), and dissolved metals) prior to Work Element 7. Samples will be collected for up to 3 storm events with samples collected over a range of rainfall intensities, then analyzed at an accredited laboratory. Samples will be held on ice until they are analyzed at the laboratory. The results will establish the expected range of pollutant concentrations that will be treated in the future by the bioretention planters. The Consultant will submit samples to accredited laboratory for analysis and provide receipts of submission.

##### **5.2 Baseline Sampling Analysis and Results Memorandum**

The Consultant will analyze and summarize the laboratory results from task 5.1. The Consultant will then prepare a baseline sampling memorandum, documenting the baseline pollutant data in the stormwater effluent during a range of rainfall intensities. If the baseline sampling shows very low levels of individual pollutant, the Consultant will make recommendations to altered or amend the BMP Effectiveness Monitoring Plan and QAPP to exclude specific pollutants, include additional pollutants, or alternatively to increase or decrease sample sizes and the ranges or magnitudes of rainfall intensities.

The Consultant will prepare a draft technical memorandum summarizing baseline sampling results and submit to ECOLOGY for a 45 – day review. The Consultant will complete a final technical memorandum.

##### **Work Element 5 Deliverables:**

- Laboratory receipts. Upload to EAGL and notify SWSIL PM and FM (March 2026).
- Draft and Final Baseline sampling results technical memorandum. Upload draft to EAGL and notify SWSIL PM and FM for 45-day review. Upload final to EAGL and notify SWSIL PM and FM (May 2026).

#### **TASK 6 – FINAL BMP DESIGN AND CONSTRUCTION**

The Consultant will complete the construction design plans, bid documents and construction assurance quality plan for the three bioretention planters to be monitored that are part of the Marina Steps project. The Consultant will solicit bids for the overall Marina Steps project, including this project planters, and select a contractor to build the project.

### **6.1 Bioretention Planters Final Design and Bid Documents**

The Consultant will complete a final design, sizing analysis of the treatment for the basin (hydrology and land use) and bid documents of the bioretention planters, flow splitters and soil media BMPs as necessary to achieve the goals and requirements of this agreement. Final documents will include an ECOLOGY bid inserts as provided by ECOLOGY PM. The Consultant submit to ECOLOGY a sizing analysis report, infiltration report, a 90 percent design package and final bid documents for an ECOLOGY a 45-day review.

The Consultant may select a project contractor prior to ECOLOGY's review and feedback. Following ECOLOGY review, the Consultant will issue an addendum to the to the selected Contractor as needed to address Ecology's comments, and to finalize the specifications for the bioretention media. The project schedule intends for the bioretention BMPs to be operational by October 15, 2026.

### **6.2 Construction Quality Assurance Plan**

Prior to the start of construction, the Consultant will provide ECOLOGY a construction quality assurance plan (CQAP) for a 15 day ECOLOGY review.

### **6.3 BMP Construction**

Following acceptance of the construction QAP, the BMP system will be constructed as part of the Des Moines Marina Steps project. The Steps project Bid package includes the flow splitter that will be installed at S 223rd Street to divert water from the stormwater trunkline to the new bioretention planters, construction of the planters, and installation of the monitoring system. Addendums to the selected contractor will be issued as needed following ECOLOGY feedback from Task 6.1.

The Consultant will be responsible for inspecting the bioretention planters to ensure they are constructed according to the approved engineering design. The Consultant will work closely with the Contractor to ensure monitoring ports are correctly placed to collect water quality samples and flow measurements.

### **6.4 Change Orders**

If necessary, the Consultant will contact ECOLOGY PM if any construction changes to the ECOLOGY funded project are required, prior to making any changes, through a 10-day ECOLOGY review change request order.

### **6.5 Stormwater Construction Completion Form**

After construction, the Consultant will then complete a Stormwater Construction Completion Form to be signed by a professional engineer, indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer. The Stormwater Construction Completion Form can be found on the ECOLOGY website. Allow for ECOLOGY 15 day review.

#### **Work Element 6 Deliverables:**

- Sizing Analysis Report, Infiltration Report, bid documents, and Specifications. Upload to EAGL and notify SWSIL PM and FM for 45-day review for feedback and acceptance (December 2025).

- Construction Quality Assurance Plan. Upload to EAGL and notify SWSIL PM and FM for 15-day review (July 2026).
- BMP Construction. Notify SWSIL PM and FM construction start date (August - October 2026).
- Change Orders (if needed). ECOLOGY 10-day review (Varies August – September 2026).
- Stormwater Construction Completion Form. Upload to EAGL and notify SWSIL PM and FM for a 15-day review (October 2026).

#### **TASK 7 – BMP EFFECTIVENESS TESTING FOR PRIORITY POLLUTANTS**

The Consultant will acquire and install bioretention monitoring equipment and conduct water quality during qualifying storm events as indicated in QAPP.

##### **7.1 Instrumentation Installation**

The Consultant will assemble, test, and install monitoring equipment the three bioretention planters. The Consultant will facilitate inspections, sampling, and maintenance during and following the Project. The flow splitter will be installed at the top of the steps in 223rd Street right-of-way.

The equipment will include 4 flow meters and 4 automatic composite samplers:

- Flow splitter structure: Flow meter and composite stormwater sampler
- Planter #1 discharge pipe: Flow meter and composite stormwater sampler
- Planter #2 discharge pipe: Flow meter and composite stormwater sampler
- Planter #3 discharge pipe: Flow meter and composite stormwater sampler

##### **7.2 Precipitation Monitoring**

The Consultant will track significant forecast precipitation events to identify storms where the bioretention pollutant removal effectiveness will be measured, and water quality sampled by the BMPs installed in task 6. Rainfall records will be attained and reviewed for the sampled events.

##### **7.3 2026-27 Wet Season BMP Effectiveness Monitoring**

The Consultant will collect and analyze water quality samples from a minimum of 8 (target of 12) storms over this initial "conditioning" 2026-2027 water year. For each event, equipment will be primed before the storm to be in optimal condition to collect flow weighted composite samples. Collection bottles, testing supplies, and coolers will be assembled. Following the storm events, water quality samples will be transferred to the collection bottles following sampling protocols, iced, and delivered to the accredited laboratory for analysis. Flow records will be downloaded. Statistical analyses will be performed. Allow for an ECOLOGY 30-day review and feedback.

##### **7.4 2027 Q3-Q4 Wet Season BMP Effectiveness Monitoring**

The Consultant will collect and analyze water quality samples from a target of 3 storms during 2027 Quarter 3 and Quarter 4 after the BMPs have been conditioned for at least 9 months. For each event, equipment will be primed before the storm to be in optimal condition to collect flow weighted composite samples. Collection bottles, testing supplies, and coolers will be

assembled. Following the storm events, water quality samples will be transferred to the collection bottles following sampling protocols, iced, and delivered to the accredited laboratory for analysis. Flow records will be downloaded. Statistical analyses will be performed. Allow for an ECOLOGY 30-day review and feedback.

**Work Element 7 Deliverables:**

- Documentation, pictures of completed installation. Upload to EAGL and notify SWSIL PM and FM (Oct 2026 – Nov 2027).
- Precipitation Monitoring memo. Upload to EAGL and notify SWSIL PM and FM (Oct 2026 – Nov 2027).
- 2026-27 Wet Season BMP Effectiveness Monitoring Memo. Upload to EAGL and notify SWSIL PM and FM for a 30-day review (June 2027).
- 2028 (Q4 2027) Wet Season BMP Effectiveness Monitoring Memo. Upload to EAGL and notify SWSIL PM and FM for a 30-day review (Dec 2027).

**TASK 8 – COMMUNICATING IMPACTS**

The Consultant will communicate project outcomes, lessons learned, and recommendations.

**8.1 Broader Impact Option**

The Consultant and their subcontractors will provide project outcomes and lessons learned at a relevant engineering conference, likely the American Public Works Association Semi-Annual conference in either spring or fall of 2027. This is noted for scope and budget completeness only and is not included in our request for grant funding as the conference preparation and attendance costs will be borne by the applicants.

**8.2 Draft Final Report**

The Consultant will complete a draft version and final report. The final report will summarize methods, results, lessons learned, and recommendations for future work. The final report will also include analyses of the effectiveness of three BMPs for removal of 6PPD-Q, PCBs (Arochlors), and metals over the sampling period. The draft final report will be submitted for ECOLOGY 30 day review and feedback, and the final report will be submitted.

**8.3 Final Report**

Integrating feedback from Task 8.2, The Consultant will prepare a final report summarizes methods, results, lessons learned, and recommendations for future work.

**Work Element 8 Deliverables:**

- Presentation materials, number of participants, meeting notes including questions and feedback, and, recordings if applicable. Upload to EAGL and notify SWSIL PM and FM (December 31, 2027).
- Draft final Report. Upload to EAGL and notify SWSILPM and FM for 30 day review and comment (November 1, 2027).
- Final report. Upload to EAGL and notify SWSIL PM and FM (December 31, 2027).

# PSOMAS

## EXHIBIT B

### PRIME CONSULTANT COST COMPUTATIONS

Client: City of Des Moines

Project Name: Marina Steps Innovative Stormwater BMPs Targeting Priority Pollutants

Psomas Project Number: 9DES0102XX

Date: 11/18/2025

Task No.	Task Description	Labor Hour Estimate							Total Hours and Labor Cost Computations by Task
		Principal \$97.95	Senior Engineer I \$70.00	Project Engineer I \$55.29	Design Engineer II \$44.00	Environmental Manager \$75.00	Cultural Resource Manager \$62.67	Senior Admin \$32.08	
<b>Task 1 - Project Development</b>									
1.1	Quality Assurance Project Plan (QAPP) Development	2	8		40				50
1.2	Project Factsheets	1	8			8			17
1.3	Management and Coordination	3	6			24		16	49
	<b>Task Total</b>	<b>6</b>	<b>22</b>	<b>0</b>	<b>40</b>	<b>32</b>	<b>0</b>	<b>16</b>	<b>116</b>
<b>Task 2 - Project Administration and Reporting</b>									
2.1	Progress Reports/Payment Requests (PRPR)	1	4	4		20			29
2.2	EPA FEATS Reporting	1	4	4		10			19
2.3	Recipient Close Out Report (RCOR) in EAGL	1							1
2.4	Water Quality Exchange (WOX) and EIM Data Reporting	1		20					21
2.5	Contracts and Subawards					1		2	3
	<b>Task Total</b>	<b>4</b>	<b>8</b>	<b>28</b>	<b>0</b>	<b>31</b>	<b>0</b>	<b>2</b>	<b>73</b>
<b>Task 3 - Cultural Resource Review and Environmental Permitting</b>									
3.1 - 3.3	Cultural Resources Review, Inadvertent Discovery Plan, Environmental Permitting						40		40
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>40</b>
<b>Task 4 - Develop Innovative BMPs</b>									
4.1	Initial BMP Research and Partner Outreach		8	16		12			36
4.2	Innovative BMP Selection		4	20					24
	<b>Task Total</b>	<b>0</b>	<b>12</b>	<b>36</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>60</b>
<b>Task 5 - Baseline Priority Pollutant Testing of Stormwater Influent</b>									
5.1	Baseline Sampling		14	12	40				66
5.2	Baseline Sampling Analysis and Results Memorandum		6	22	6	2			36
	<b>Task Total</b>	<b>0</b>	<b>20</b>	<b>34</b>	<b>46</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>102</b>
<b>Task 6 - Final BMP Design and Construction</b>									
6.1	Bioretention Planters Final Design and Bid Documents		8						8
6.2 - 6.5	Construction Quality Assurance Plan, BMP Construction, Change Orders, Stormwater Construction Completion Form		4						4
	<b>Task Total</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>
<b>Task 7 - BMP Effectiveness Testing for Priority Pollutants</b>									
7.1	Instrumentation Installation		8	14	16				38
7.2	Precipitation Monitoring			10					10
7.3	2026-27 Wet Season BMP Effectiveness Monitoring		24	28	58				110
7.4	2027 Q3-Q4 Wet Season BMP Effectiveness Monitoring		6	62	74				142
	<b>Task Total</b>	<b>0</b>	<b>38</b>	<b>114</b>	<b>148</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>300</b>
<b>Task 8 - Communicating Impacts</b>									
8.1 - 8.3	Broader Impact Option, Draft Final Report, Final Report		12	40		6			58
	<b>Task Total</b>	<b>0</b>	<b>12</b>	<b>40</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>58</b>
	<b>Total Labor Hours</b>	<b>10</b>	<b>124</b>	<b>252</b>	<b>234</b>	<b>83</b>	<b>40</b>	<b>18</b>	<b>761</b>
	<b>Total Direct Rate</b>	<b>\$980</b>	<b>\$8,680</b>	<b>\$13,933</b>	<b>\$10,296</b>	<b>\$6,225</b>	<b>\$2,507</b>	<b>\$577</b>	<b>\$43,198</b>
	<b>Total Indirect/Overhead</b>	<b>1,978</b>	<b>17,528</b>	<b>28,135</b>	<b>20,791</b>	<b>12,570</b>	<b>5,062</b>	<b>1,166</b>	<b>\$87,229</b>
	<b>Total Budget</b>	<b>\$2,957</b>	<b>\$26,208</b>	<b>\$42,068</b>	<b>\$31,087</b>	<b>\$18,795</b>	<b>\$7,569</b>	<b>\$1,743</b>	<b>\$130,427</b>
<b>Reimbursable Direct Non-Salary Costs</b>									
						Mileage (1,000 miles @ \$0.67 per mile)			\$ 670
						Shipping to Manchester Laboratory			\$ 2,200
						Sampling Supplies and Lab Costs			\$ 56,310
	<b>Total Reimbursable Expense</b>								<b>\$ 59,180</b>
	<b>Management Reserve</b>								<b>\$ 25,000</b>
	<b>Total Estimated Budget</b>								<b>\$214,607</b>

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Animal Control Contract

FOR AGENDA OF: December 11, 2025

ATTACHMENTS:

- 1. Contract - Burien CARES

DEPT. OF ORIGIN: Police Department

DATE SUBMITTED: December 5, 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: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this item is for the City Council to authorize the City Manager to sign a contract with Burien CARES for Animal Control Services in 2026 and 2027.

**Suggested Motion**

**Motion:** “I move to approve the contract with Burien CARES in the amount of \$80,000 per year for expanded animal control services in 2026 and 2027, and authorize the City Manager to sign the contract substantially in the form as attached.”

### **Background**

As part of the 2024 budget process, the City Council had to implement significant cuts to the City budget, which included reductions to the police budget. One of these cuts involved limiting our contract with Burien CARES for Animal Control Services. We maintained a small contract for criminal investigations and police support.

This decision was not made lightly; it was a necessary budgetary measure to prioritize addressing criminal law violations. Currently, animal control services are limited to being an ancillary duty of our Code Enforcement Officer, along with a restricted contract with Burien CARES specifically for criminal investigations involving animals. This has led to several residents expressing frustration with the limitations of this service model.

However, in 2026, new revenue options will be available through HB 2015. The Council has already decided to implement the permitted 0.1% public safety sales tax. Animal Control is an allowable use of this new revenue under state law, and staff recommends that we consider expanding Animal Control services.

### **Discussion**

The Council met on December 4 and discussed expanding our existing contract with Burien CARES to include traditional animal control services. The attached contract reflects the direction staff received from the Council. The proposed contract is for two years and will allow time to evaluate the effectiveness of this new relationship. The total contract amount per year is \$80,000.

The proposed services include:

- **Dedicated Animal Control Officer (40 hrs/week + 24/7 emergency response):** Handles animal-related calls, investigates violations, provides enforcement with limited police commission, conducts outreach (including two Farmer's Market days), and works with a DMPD liaison.
- **Backup Officer:** Available for emergencies when the primary officer is unavailable or after hours.
- **Limited Police Commission:** The City grants the CARES officer limited authority through DMPD.
- **City-Provided Items (if requested):** Uniform jumpsuit, portable radio, and City ID.
- **Reporting:** CARES provides quarterly reports to the Police Chief and an annual briefing to the City Council.
- **Sheltering Limitations:** Due to space limitations, CARES is unable to accept public surrenders or drop-offs; space is reserved for ACO-initiated emergency or public-safety cases, limited to five sheltering cases per month.

Additionally, Burien CARES is expanding their facility in 2026. Once the expansion is complete, the City will reevaluate the possibility of providing public drop off and sheltering services.

**Alternatives**

Options include maintaining the current contract for \$20,000 annually for animal control services, contracting with King County Regional Animal Control for \$240,000 annually, hiring additional FTEs to manage animal control services in-house for \$200,000 for development, or expanding our existing contract with Burien CARES to cover traditional animal control services for \$80,000.

**Financial Impact**

The \$80,000 annual contract amount will be covered using new revenue from the public safety sales tax and pet licensing fees.

**Recommendation**

Staff recommends implantation of a 2-year contract with CARES, allowing for ample time to evaluate the effectiveness of this relationship and review options for returning to an in-house animal control model.

**ANIMAL CONTROL AND SHELTER SERVICES AGREEMENT BETWEEN  
BURIEN  
C.A.R.E.S. AND  
THE CITY OF DES MOINES, WA**

The parties to this contract are the **CITY OF DES MOINES**, a municipal corporation, hereinafter referred to as "City" and **BURIEN C.A.R.E.S.**, a non-profit corporation formed and operating pursuant to RCW 16.52.020, hereinafter referred to as "CARES." The terms of this contract shall cover the period of April 1, 2026 - December 31, 2027. In consideration to the benefits derived, the parties agree as follows:

**1. Services.**

CARES shall provide the services more specifically described in Exhibit "A," attached hereto and incorporated by this reference ("Services").

**2. Term.**

The term of this Agreement shall commence upon April 1, 2026 and shall continue until December 31, 2027 unless otherwise terminated. If this Agreement is not renewed or terminated by the expiration date of this contract, it shall remain in effect on a month-to-month basis until new contract terms are negotiated or one party gives written notice to terminate. To facilitate timely renewal or termination, the parties agree to commence negotiations for the 2028/2029 contract by September 1, 2027 and to gather and provide to each other all pertinent data reasonably necessary to meaningful negotiations.

**3. Compensation.**

A. The City shall pay CARES the flat monthly rate of six thousand, six hundred and sixty-six dollars and sixty-seven cents (\$6666.67) for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded unless authorized in writing by the City.

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

**4. Termination.**

Either party may terminate this Contract, with or without cause, upon providing the other party sixty (60) days written notice at its address set forth in the notice provision of this

Contract. The City may terminate this agreement immediately if there is a material breach of the conditions of this Agreement. The parties may also mutually agree to terminate this Agreement immediately. The City agrees to pay CARES all costs and expenses associated with services provided to the effective day of termination. Monies due and payable will be pro-rated based on the number of service days performed through the date of termination.

**5. Insurance.**

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

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

Minimum Scope of Insurance CARES's required insurance shall be of the types and coverage as stated below:

A. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.

B. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an endorsement providing at least as broad coverage. There shall be no exclusion for liability arising from explosion, collapse or underground property damage. The City shall be named as an additional insured under CARES' s Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.

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

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

A. Automobile Liability insurance with a minimum combined single limit for

bodily injury and property damage of \$1,000,000 per accident.

B. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products-completed operations aggregate limit.

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

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

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

Verification of Coverage. CARES shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsements, evidencing the insurance requirements of CARES before commencement of the work. Upon request by the City, CARES shall furnish certified copies of all required insurance policies, including endorsements, required in this Contract and evidence of all subcontractors' coverage.

Subcontractors' Insurance. CARES shall cause each and every Subcontractor to provide insurance coverage that complies with all applicable requirements of CARES-provided insurance as set forth herein, except CARES shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors. CARES shall ensure that the City is an additional insured on each and every Subcontractor's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

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

Failure to Maintain Insurance. Failure on the part of CARES to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five (5) business days' notice to CARES to correct the

breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due CARES from the City.

**6. Indemnification.**

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

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

**7. Non-discrimination.**

CARES agrees to take all steps necessary to comply with all federal, state and municipal laws and policies regarding nondiscrimination and equal employment opportunities. CARES shall not discriminate in any employment action because of race, religion, color, sex, age, marital status, familial status, sexual orientation or the presence of any sensory, mental or physical handicap.

**8. MUTUAL COVENANTS AND UNDERSTANDINGS**

Both parties hereto agree to the following conditions:

- A. Independent Contractor. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that CARES has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner. All persons employed by CARES to perform its obligations under this contract shall be employees of CARES and not the City.
- B. Nothing contained within this agreement shall be intended to limit the discretion of either party when acting in good faith. In the interest of best practice, CARES shall maintain the unqualified right to waive any administrative fee to any party at any time. This shall include, but is not

limited to, the City, its residents, contractors and vendors.

- C. Modification. This instrument constitutes the entire Agreement between the two parties and supersedes all prior agreements. No modification or amendment shall be valid unless evidence in writing, properly agreed to and signed by both parties. In the event either party shall desire to renegotiate any provision of this agreement, the party shall provide 90 days written notice to the other party. The notice shall identify the provision or provisions to be renegotiated, the requested changes, and shall state the reasons for the request. The party receiving the request shall respond in writing on or before the end of the 90-day period.
- D. Administration of Agreement. The agreement shall be administered by the Chief Executive Officer, on behalf of CARES, and by the Chief of Police, or his designee, on behalf of the City.
- E. Notices. All notices, requests, demands and other communications required by this agreement, shall be in writing and, except as expressly provided elsewhere in this agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

Notice of Monthly Billing and Licenses issued shall be e-mailed to:

ATTN: Accounts Payable, Cathy Rossick  
[crossick@desmoineswa.gov](mailto:crossick@desmoineswa.gov)

Notice to City shall be sent to:  
Des Moines Police Department  
Chief Theodore Boe  
21900 11th Ave S.  
Des Moines, WA 98198

Notice to CARES shall be emailed to:  
ATTN: Executive Director, Debra George  
[debrageorgemi@aol.com](mailto:debrageorgemi@aol.com)

Notice to CARES shall be sent to:  
Burien, C.A.R.E.S.  
909 SW 151st ST  
Burien, WA 98166

- F. CARES acknowledges and understands that it is not City's exclusive provider of these services and that City maintains its unqualified right to obtain these services through other sources.

- G. Litigation Costs and Fees. In the event of litigation concerning the terms of or performance under this Agreement, the prevailing party, in addition to costs, shall be entitled to reasonable attorney's fees as determined by the court.
- H. Benefits. This Agreement is entered for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.
- I. Mutual Aid. Mutual Aid benefits both organizations and is authorized between the City and Cares. Mutual Aid will be coordinated on a case-by-case basis. Nothing in this section shall be construed to create any duty to provide mutual aid when requested under this section. Assistance by the requested entity shall be at the sole discretion of the requested entity. No compensation between the City and CARES shall be required for assistance provided under this section.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Burien C.A.R.E.S.

City of Des Moines

\_\_\_\_\_  
Debra George, CEO

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved to Form, City Attorney

Exhibit A

Scope of Work – Services Provides by CARES

**A. ANIMAL CONTROL**

1. Provide a trained animal control officer to the City who will provide animal control related services for up to 40 hours per week, inclusive of 24/7 emergency call response. These services will include:
  - Responding to and/or assisting on calls for service or complaints involving loose, injured, hoarded, abused and/or neglected animals, aggressive or dangerous animals that represent a risk to public safety or that have been involved in an attack on a person or another animal. This assistance may require but is not limited to the capture and/or transportation of animals.
  - Investigate and take enforcement actions as necessary to ensure the health and safety of both persons and animals within the City through the limited police commission authority granted by the Des Moines Police Department. This will require providing written documentation, court testimony and other evidence necessary to assist with the prosecutions.
  - The animal control officer will also participate in animal education and outreach for City personnel, community groups and citizens, including at least 2 days working the city booth at the farmer's market.
  - Conduct periodic emphasis enforcement for licensing and leash law violations, in coordination with DMPD.
  - The animal control officer will coordinate with an assigned staff member of the Des Moines Police Department who will serve as the liaison between CARES and the City for day-to-day animal control related activities and issues, to include providing case screening, investigation assistance and guidance.
2. Provide an additional trained animal control officer who is available to provide advice and/or respond if necessary to emergent situations involving animals in the City when the animal control officer assigned to the City is unavailable or after regular business hours.
3. The City will provide the CARES animal control officer with a limited police commission issued under the authority of the Chief of Police of the Des Moines Police

Department.

4. If requested by CARES, the City will provide the CARES animal control officer assigned to respond to city calls a uniform jumpsuit with appropriate markings and patches, a portable radio for communications with officers of the Des Moines Police Department and Valley Communications and City identification showing the officer's status with the City.
5. CARES will provide a quarterly report to the Police Chief, outlining their activity in response to this contract. CARES will also provide a prescheduled 10-15 minute briefing at a council meeting in the first quarter of every calendar year.

#### **B. Emergency and Public Safety SHELTER SERVICES**

1. Furnish and maintain and to employ adequate staff for suitable shelter for the handling of stray or impounded animals turned over to CARES by the Des Moines Police Department or Contracted Animal Control Officer. Companion animals are specifically defined as dogs, cats, domestic birds, domestic rabbits and small domestic rodents; provided that nothing in this agreement will be intended to limit the sheltering of any species, not herein defined. Intake for unspecified animals will be at the discretion of CARES' management and/or qualified CARES staff. CARES' facility shall include cat kennels, or colony room(s) and dog kennels, as well as facilities for the humane disposal of sick and injured companion animals. The facility will provide disposal (cremation) services for animals deceased upon arrival or during the time of sheltering. Private euthanasia or disposal services for individual City residents may be conducted at the discretion of CARES management and shall be at the sole cost of said resident.
2. CARES will not accept animal surrenders and public drops offs directly from the community. CARES will prioritize space for Animal Control Officer initiated emergency custody and public safety investigations, limited to 5 "sheltering" cases per month. Alternatives to sheltering will be considered where appropriate.
3. CARES will maintain stray impounded animals for a minimum of three business days, except in cases where humane euthanasia is warranted because of severe injury or disease within the guidelines of DMMC 8.04.250. The owner or keeper of such an animal may recover said animal when all billable costs, redemption fees, penalties, license fees, including any late penalties, and boarding costs incurred by such

impoundment are made payable to CARES. After three business days, CARES shall assume full custodial ownership of City stray animals and will dispose of said animals as deemed appropriate. It is expressly agreed that Des Moines Police Department, its officers and employees will not incur any obligation on account of the disposition of animals after the holding period has expired. In the interest of reuniting pets with their owners, CARES shall make a reasonable effort to contact stray pet owners when reasonably believed to be known. To facilitate mailing, CARES will extend the holding period to 14 business days at no additional charge to City in order to facilitate pet owners in reclaiming said animals.

4. Impounded animals awaiting disposition by the courts, will be held for up to 15 days in compliance with RCW 16.52.085.
6. Provide rabies quarantine services for 15 days in accordance with DMMC.8.04.280. CARES shall charge the animal owner \$25.00 per animal per day for quarantine boarding.
7. Provide care for City litters of offspring reasonably assumed to have been born of the same mother. Any group of neonates, alive, dead, or unborn, with or without the mother, shall constitute a litter. After three business days, CARES will assume full custody of the litter for disposition at CARES discretion.
8. Keep the shelter staffed and open for the purposes of receiving companion animals and allowing such animals to be redeemed during regular business hours, Monday through Saturday, provided that CARES shall establish and maintain 7-day per week, 24-hour per day access to City employees or Police Officers to drop off companion animals or carcasses outside of normal shelter hours. It is understood that this does not include responsibility for care for sick or injured companion animals outside of normal shelter hours.
9. If a quarantine animal becomes sick, shows any symptoms of rabies or dies during the quarantine period, CARES shall immediately notify the attending veterinarian, the City, and the Seattle/King County Department of Public Health.
10. CARES will coordinate licensing through Docupet prior to the release of adopted or impounded animals residing the city of Des Moines. CARES will also offer discounted Microchip services for all impounded animals at a rate of \$10 or less per animal.
11. Provide orientation and training to City staff to the CARES shelter and its admission policies, practices and other CARES operations as appropriate.

12. Maintain complete records of animals received and animals disposed of on behalf of the City and other entities with whom the City has contracted. CARES agrees to promptly make its records available for the City's inspection at reasonable times, and to furnish reports of CARES' activities to City, and to provide, within reason, such other data as City requests and as may be requested or inspected by other entities with whom the City has contracted. CARES, at such times and such forms as City may require, shall furnish the City with periodic reports pertaining to the work and services undertaken pursuant to this contract. CARES will make available to the City all work-related records or documents for inspection, or evaluation during normal business hours to assess performance, compliance and/or quality assurance under this contract. CARES further agrees to fully cooperate with any civil or criminal investigations by the City and to make its employees available for interviews conducted in the furtherance of such investigations.
13. Ensure compliance with impoundment procedures, release and notification as defined by DMMC Title 8.
14. In order to perform data entry for the intake of City animals, CARES will provide materials (forms) for City staff or Police Officers to facilitate this function.
15. Provide transportation to, or onsite delivery of, a licensed veterinarian as may be required. Said veterinarian(s) will perform procedures to include basic fecal sample, blood tests and periodic weight measurements for animals involved in cruelty investigation, per request by City Animal Control Officers and to be billed to City. This service will be offered for cases of one (1) or two (2) animals and may be repeated weekly as determined by a licensed veterinarian of CARES' choice. The costs of any additional lab tests will be billed separately to City. Cases involving three (3) to six (6) animals shall require advanced notification to perform this service. Cases larger than six (6) animals or animals needing detailed history, ongoing treatment, or physical exams would need to be performed by a boarding veterinarian of the City's choice unless otherwise arranged in cooperation with CARES.
16. CARES may deduct vendor fees subject to discount, rebate or deduction to City in equal proportion to those received by CARES. CARES shall not bill City for veterinary services performed pro-bono by or for CARES.
17. Furnish equipment and supplies used in the performance of CARES obligations arising from this contract, except equipment and supplies which the City expressly promises to furnish.

18. In the interest of hygiene for animals in transport, CARES shall maintain a supply of laundered blankets and towels for use in City vehicles, with which City may exchange for soiled ones to be cleaned.
19. CARES shall retain all fees charged directly by CARES to an animal's owner or keeper for services provided by CARES.
20. Until CARES accepts the animal, the City is responsible for all after-hours emergency care of any animal that it impounds. The City is responsible for payment of veterinary care for impounded animals taken by City after hours to veterinary clinics by its Animal Control or Police Officers. Once notified, the CARES assigned Animal Control Officer shall be responsible for transporting the animal from any veterinary clinic to CARES once the animal is stabilized.
21. City officers will scan all animals for a microchip when feasible and completely and accurately perform data input required for shelter admission. CARES will provide the shelter admission policy and training to the City.
22. City will provide its own Potentially Dangerous Dog (PDD) and Dangerous Dog (DD) hearings.
23. At times of peak capacity, CARES may limit the total intake, type or species accepted from City Animal Control and Police Officers. CARES will provide City seven days-notice in writing before restricting admission of City animals. The notice shall include the type of restrictions being imposed, the reason for the restrictions and the date of the expected continuation of services. At no time will CARES restrict or terminate services to City or its residents for longer than 30 days.

**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 16<sup>th</sup> Ave Pipe Project: Consultant On-Call Agreement Task Assignment for Engineering Services

AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: December 1, 2025

ATTACHMENTS:

1. Pertect 2024-2025 On-Call General Civil Engineering Services, Task Assignment 2025-02 Supplement
2. SWM CIP Project Worksheet

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation:**

The purpose of this agenda item is to seek City Council approval of a Task Order Assignment 2025-02 Supplement with Pertect (Attachment 1) that will provide design and permitting services associated with the 16<sup>th</sup> Ave Pipe Project. The following motions will appear on the Consent Agenda:

**Suggested Motions**

**Motion 1:** "I move to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2025-02 Supplement with Pertect to provide design and permitting services for the 16<sup>th</sup> Ave Pipe Project in the amount of \$234,938.00 and authorize the City Manager to sign said Task Assignment Supplement substantially in the form as submitted."

### **Background**

The 16<sup>th</sup> Ave Pipe Project is a high-priority project identified in the 2015 SWM Comprehensive Plan. The project is located on 16<sup>th</sup> Ave near S 257<sup>th</sup> Place.

There is an existing ditch that connects S 258<sup>th</sup> Street to the system on 16<sup>th</sup> Ave South. This project aims to reduce high velocity flows through the ditch line by diverting flow into the existing system on 16<sup>th</sup> Avenue. In order to sustain these flows, the existing system will need to be replaced and upsized.

This project would remove and replace the 12” storm pipe on 16<sup>th</sup> Avenue South with new 18-24” pipe.

### **Discussion**

In order to fulfill the project design and permitting requirements, consultant support will be needed. City staff utilized the 2024-2025 On-Call General Engineering Services roster for consultant selection. Perteet was selected based on their experience in stormwater projects as well as past performance on the Des Moines Memorial Drive 208<sup>th</sup> – 212<sup>th</sup> Storm Improvements Project.

Specific elements of work included within the Task Assignment include:

- 100% Engineering Plans, Special Provisions, and Cost Estimate
- Survey Support
- Permitting Support

### **Financial Impact**

The City’s CIP Budget includes revenues to achieve full project funding (Attachment 2).

### **Alternatives**

The City Council could elect not to approve the Task Assignment with Perteet Inc. for Engineering Services. The City would need to review other on-call consultant qualification or issue a Request for Proposal (RFP). This process would add significant delays to the project timeline.

### **Recommendation**

Staff recommends approval of the proposed motions.

### **Council Committee Review**

The Environment Committee has been routinely updated on the status and programming of this project.



### Formal Task Assignment Document

Task Number: Pertect 2025-02 Supplement

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: **16<sup>th</sup> Avenue**

Project Title: **16<sup>th</sup> Avenue Ditch Decommissioning, Stormwater System Capacity Analysis and Stormwater Improvements design**

Maximum Amount Payable Per Task Assignment: **\$234,938 including \$25,000 MRF**

Completion Date: **9/31/26**

Description of Work:

**The overall objective of this task is to redirect stormwater flow from a ditch that runs along an easement through backyards into the conveyance systems in 16<sup>th</sup> Avenue. The existing ditch is eroding, needing significant fill to maintain and is difficult to access. The first phase of work will perform a capacity analysis to determine the extent of conveyance improvements needed to accommodate the additional flow from the existing ditch system. The second phase of work will be to design the conveyance improvements needed and prepare construction documents. This phase 2 task order includes project management, survey, stormwater design, and PS&E preparation.**

**See attached Scope of Work and Fee.**

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

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

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

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

**EXHIBIT A  
SCOPE OF SERVICES  
City of Des Moines  
2024-2025 On Call Contract**

**16<sup>th</sup> Avenue Ditch Decommissioning and Stormwater Improvements Design  
Phase 2 - Conveyance Design through Bid Documents**

**INTRODUCTION**

The overall objective of this task is to decommission a conveyance ditch and reroute stormwater flows from that ditch into the conveyance system in 16<sup>th</sup> Avenue. The purpose of this project is to stop the erosion of the ditch that runs in an easement between residential properties. The ditch is difficult to access and requires increasing maintenance. This work will be completed in two phases. Phase 1 will be to perform a conveyance analysis on the 16<sup>th</sup> Ave conveyance system to determine the extents of the improvements required to accommodate the additional flow being routed from the ditch to the 16<sup>th</sup> system. Phase 2 will be to prepare construction documents for the conveyance improvements identified in Phase 1.

The schedule for the project is construction of the needed conveyance improvements in the summer construction season of 2026.

Consultant's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. Consultant will have no other obligations, duties, or responsibilities associated with the project except as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of the Consultant, provided that the total contracted amount is not exceeded. The Consultant will have the flexibility to manage budget within a given discipline on a subtask level.

**GENERAL SCOPE OF SERVICES**

This Scope of Services describes the work elements to be accomplished by the Consultant as summarized under each Task. This scope consists of the following elements:

**Phase 1: COMPLETE**

Task 1 – Project Management and Coordination

Task 2 – Basin Delineation and Conveyance Analysis

**Phase 2:**

Task 1 – Project Management and Coordination (SUPPLEMENT)

Task 3 – 45% Design

Task 4 – 90% Design, Stormwater Requirements Memo, Draft Special Provisions and Cost

**Estimate**

**Task 5 – Final/Bid Documents (Plans and Special Provisions), and Cost Estimate Management Reserve (separate NTP required)**

**SCOPE OF SERVICES DEFINED**

**Task 1 – Project Management and Coordination (SUPPLEMENT)**

Overall project management and coordination work elements include:

Consultant will coordinate with the City of Des Moines on a regular basis to keep the City’s project manager informed about project progress, project issues and schedule.

The Consultant will manage the Consultant budgets, monitor staff and subconsultants, manage change and prepare amendments, and monitor work progress under this work element.

As part of the project, the Consultant will prepare monthly progress reports that describe the work items and percentage of work that was accomplished during a given month, as well as a forecast of work to be completed over the following month. Progress report will include the status of budget, spent, and remaining for the project. The monthly progress reports will also identify other issues or problems that may occur in any given month, if any. The Consultant will submit these monthly progress reports to the City’s Project Manager with the monthly invoices.

Assumptions:

- The schedule for the project is two (2) months for Phase 1 and five (5) months for Phase 2.
- Construction in the summer of 2026 and is not included in this scope of work.
- Project meetings are included in the design tasks.

Deliverables:

- Invoices and Progress Reports

**Task 2 – Basin Delineation and Conveyance Analysis (COMPLETE)**

This task, using the 10 year, 24 hour storm, and 25 year, 24 hour storm and a continuous model to determine runoff and a backwater analysis, determined that much of the existing system along 16<sup>th</sup> Avenue will need to be upsized to accommodate the additional flow directed to it. Increased sizes will range between 18” to 24”. The design will be optimized and refined during the design phases and will include adjustment to pipe slopes and structure sizes/replacement.

## PHASE 2

### Task 3 – 45% Design Development

This task includes review of any existing project documents and information, preliminary evaluation of stormwater requirements and 45% design of the project. The project team will also perform a site visit to familiarize the team with the site conditions and understand downstream conditions.

#### Task includes:

- Review of existing documents
- Attend kick-off meeting (virtually) with City staff (assume 2 people for 1 hour)
- Conduct a site visit (assumes 2 people for 3 hours)
- Confirmation of desired service level storm to be used for conveyance design (25 year- 24 hour storm) and review of the 100 year, 24hour storm.
- Perform a preliminary review of stormwater requirements and prepare a draft summary memo
- Update Phase I preliminary conveyance analysis with survey based data
- Prepare preliminary plans:
  - Alignment (2 sheets)
  - Drainage Plans and Profiles (6 sheets)

#### Assumptions:

- Plans will be prepared using AutoCAD Civil3D.
- Stormwater design and evaluation shall follow the 2021 King County Surface Water Design Manual (KCSWDM).
- This project will be strictly a utility project and will not trigger stormwater requirements beyond construction stormwater management.
- Existing downstream storm drain pipes from the project area are in good condition, have capacity and can be reused or connected to with the improved system.
- Water quality is not required.
- Flow control is not required.
- Design plans will be at 20 scale at full size.
- Potholing will occur during this project phase to confirm alignment of new storm main and crossings.
- This task deliverable will be an over-the-shoulder status print set, only, and should be considered working plans for general coordination on drainage system alignment.

#### Deliverables

- Draft Stormwater requirement summary memo (PDF, delivered electronically)
- Alignment and Drainage plans (plan view, maximum 8 sheets, PDF, delivered electronically)

## Task 4 – 90% Design, FINAL Stormwater Summary Memorandum and Draft Special Provisions

This task includes addressing 45% design comments, progressing the design to 90%, preparation of the final stormwater memorandum, preparation of draft special provisions, 90% cost estimate and perform final conveyance calculations.

Task includes:

- Address City design development comments.
- Attend (virtually) one (1) coordination meeting (assumes 2 people for 2 hours)
- Perform a final, confirming site visit (assume 2 people, for 2 hours each)
- Prepare final stormwater memorandum
- Refine/optimize survey based conveyance calculations
- Prepare 90% plans:
  - Cover (1 sheet)
  - Notes (Standards King County and Des Moines notes, 1 sheet)
  - Legend and Abbreviations (1 sheet)
  - Survey and Control (as provided by surveyor)
  - Alignment (2 sheets)
  - Site Prep/TESC Plans (6 sheets)
  - Site Prep/TESC Details (1 sheet)
  - Drainage/Restoration Plans and Profiles (6 sheets)
  - Standard Details and Sections (2 sheets)
  - Restoration Details (Landscape and Striping) (3 sheets)
- Prepare draft special provisions
- Prepare a 90% construction cost estimate

Assumptions:

- Restoration includes roadway, landscape and striping
- A full TIR will not be required. An abbreviated stormwater requirements summary memorandum will be provided. The summary memorandum will meet the minimum requirements of the 2021 KCSWDM
- Cost estimate will be based on using WSDOT standard cost items.
- No curb ramps will be required.
- Inlet spacing and flow spread calculations will not be performed. Inlets/catchbasins will be (re)placed in the same location as existing.

Deliverables

- Final Stormwater Memorandum (PDF, delivered electronically)
- Plans (maximum 25 sheets, PDF, delivered electronically)
- Response to City design development comments (response provided in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- Draft Special Provisions (PDF, delivered electronically)
- 90% Construction cost estimate
- Landscape/restoration design will be limited to reseeding of should and ditch areas that were disturbed

and shall use a Des Moines or WSDOT seed mix appropriate for roadway shoulders.

- Roadway restoration will follow the Des Moines standard plans.

## Task 5 – Final/Bid Documents (Plans and Special Provisions) and Cost Estimate

This task includes addressing 90% design comments, progressing the design to Final/Bid documents and preparing the 100% cost estimate.

Task includes:

- Address City 90% design comments.
- Prepare final conveyance calculations
- Prepare Final/Bid Set plans:
  - Cover (1 sheet)
  - Notes (Standards King County and Des Moines notes, 1 sheet)
  - Legend and Abbreviations (1 sheet)
  - Survey and Control (as provided by surveyor)
  - Alignment (2 sheets)
  - Site Prep/TESC Plans (6 sheets)
  - Site Prep/TESC Details (1 sheet)
  - Drainage/Restoration Plans and Profiles (6 sheets)
  - Standard Details and Sections (2 sheets)
  - Restoration Details (Landscape and Striping) (3 sheets)
- Prepare final special provisions
- Prepare Final Construction Cost Estimate

Assumptions:

- 90% comments are assumed to be minimal.
- No updates to the stormwater memorandum are anticipated in this task.

Deliverables

- Plans (maximum 25 sheets, PDF, delivered electronically)
- Response to City 90% Comments (response provide in same format provided, redlines, spreadsheet, etc., PDF, delivered electronically)
- Final Special Provisions (PDF, delivered electronically)
- Cost Estimate (PDF, delivered electronically)

## Task 6 – Topographic Survey

F&A will survey the site as depicted in the limits as shown in attached Figure #1 inside of the red figure drawn. The Survey will consist of:

- Establish and verify control
- Topographic and utility survey as shown in Figure #1
- KC GIS parcel data fit to found monuments for the “record boundary”

## 2024-2025 ON CALL CONTRACT – 16<sup>TH</sup> AVENUE DITCH DECOMMISSIONING AND CONVEYANCE IMPROVEMENTS

Agreement with Pertee Inc.

November 2025

### Assumptions:

- NAD83 (2011) horizontal and NAVD88 vertical datums will be used for the basemapping.
- Basemapping will be provided in: Civil3D 2023 using City of Des Moines CAD standards or as directed.
- City will provide title block and associates information for the construction control sheet at least three (3) weeks prior to deliverable due dates
- Right-of-Way (ROW) permits and/or outreach notices will be performed by City of Des Moines.
- Unrestricted access will be provided to site prior to survey work being performed.
- Necessary Right-of-Entries (ROE), as necessary, will be provided by City of Des Moines for properties in a timely manner prior to deployment of field activities. Inability to provide ROE in a timely manner prior to deployment will result in a delay and additional effort outside the scope stated here within.
- CAD template with layers appropriate for the standard required will be provided through E-Transmit as a CTB file to Furtado prior to work performed.
- Field survey support effort consists of a 2-person crew for up to nine (9) occurrences (10-hour days) and would include any time impacts related to delinquent or unprocessed NOEs, ROEs or refusal of access related to field activities.
- Maintenance holes over 25 feet deep, full of debris or locked may not be as-built.
- Trees six (6) inches in diameter and larger will be surveyed. Locate trees on survey and label with trunk, dripline diameter and coniferous or deciduous classification.
- Topography beyond the roadway prism will be performed for a 75-ft width at pipe outfall to McSorley Creek
- Property line and easement locations shown on survey basemap will be based on public record information and fit to discovered monuments.
- Through 811 service, the survey basemap will state the utility locate ticket number and list potential utility stakeholders in the vicinity.
- Consultant will rely upon a private utility locator to place tone (paint) marks within the survey limits for conductible utilities within ROW and City property. It is expected that some utilities will be impractical or infeasible to identify.
- Cost includes equipment and materials needed, including parking and any other incidental fees incurred.
- Field effort will consist of working within the roadway prism toward the Right-of-Way margin to the degree allowable but may be limited by private or public occupation obstructing data collection and thus limiting data conveyed in mapping as a result of private or public occupation elements.
- A sufficient number of survey shots shall be collected to determine the approximate location of the road crown and to construct a surface model adequate to generate 1' contours and a roadway and curb profile

### Deliverables:

- 2D basemap containing all 2D elements, including standard ROW calculations, will be flattened to zero elevation.
- 3D surface DTM containing all breaklines and points to create site contours at 1' intervals.

### Management Reserve (separate NTP required)

For project additional needs such as potholing or other tasks to be identified, a management reserve fund of up to \$25,000 may be approved. These tasks are to be identified and budget determined prior to authorization of some or all of the management reserve.

## 2024-2025 ON CALL CONTRACT – 16<sup>TH</sup> AVENUE DITCH DECOMMISSIONING AND CONVEYANCE IMPROVEMENTS

Agreement with Pertee Inc.

November 2025

### Anticipated Future Assignments

- Task 6 – Bid Support
- Task 7 – Construction Services

### Services Not Included in this Scope of Services

- Stormwater facilities for flow control and water quality are not included.
- Utility locates or verification of existing downstream drain connections.
- Preparation of discipline reports or memos to support a NEPA process.
- Preparation of a Notice of Intent application and supporting documentation for the construction NPDES permitting process.
- Critical area delineation
- Preparation of a SEPA checklist
- Cultural resources assessment
- Bid Support
- Construction Management Services

### Items to be furnished by the City (as available):

- Storm system GIS and any available topographic information.
- Any available basin mapping, including reports such as stormwater TIRs, etc that might clarify or delineate contributing stormwater basins.
- Project files, including CADD files (title block and backgrounds), existing survey/LiDAR

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

### Design Criteria

- As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the 2020 Des Moines Municipal Code.
- Changes in any design standards or requirements after services have begun may result in extra work and require a supplement to the Agreement.
- Specials Provisions will follow the current version of the WSDOT specifications.
- Design will be per the 2021 King County Surface Water Design Manual.

### Time for Completion

Anticipated time to completion is for phase 2 – construction document preparation is five (5) months after NTP. Anticipated construction for conveyance improvements is summer 2026.



**EXHIBIT D**

**Consultant Fee Determination Summary**

2707 Colby Avenue, Suite 900, Everett, WA 98201 P 425-252-7700 F 425-339-6018

Project: 16th Ave Ditch - Phase 2 Design  
Client: Des Moines  
Consultant: Perteet  
Perteet Project No. 20230205.0002S  
Date: 11/08/2025

**HOURLY COSTS**

<u>Classification</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Director	46	\$341.00	\$15,686.00
Senior Engineer/ Manager	103.5	\$252.00	\$26,082.00
Lead Engineer/ Manager	101.5	\$210.00	\$21,315.00
Civil Designer II	298	\$163.00	\$48,574.00
Lead Tech/ Designer	131	\$163.00	\$21,353.00
Clerical	1	\$131.00	\$131.00
Accountant	8	\$158.00	\$1,264.00
Principal	1	\$394.00	\$394.00
Planner III	2	\$173.00	\$346.00
<b>Labor Total</b>	<b>692</b>		<b>\$135,145.00</b>

**REIMBURSABLES**

<u>Expenses</u>	<u>Cost</u>	<u>Markup</u>	<u>Amount</u>
Mileage	\$250.00	1.0	\$250
<b>Total Expenses</b>			<b>\$250</b>

**SUBCONSULTANTS**

<u>Subconsultants</u>	<u>Amount</u>
Furtado & Associates	\$74,543
<b>Total Subconsultants</b>	<b>\$74,543</b>

**OTHER**

Management Reserve	\$25,000
<b>Total Other Costs</b>	<b>\$25,000</b>

**CONTRACT TOTAL** **\$234,938**

Rates shown reflect the typical compensation rate of employees assigned to the billing category listed. Each category may have multiple employees assigned to that billing category and each employee may have a different hourly rate of pay. Employee compensation is subject to adjustment in June of each calendar year.



Fee Worksheet for Informational Purposes

Project:	16th Ave Ditch - Phase 2 Design
Client:	Des Moines
Firm:	PerTeet
Role:	Prime
Project No.:	20230205.00025
PM:	Patty Buchanan
Date updated:	11/8/2025

RATE TYPE	Standard
Rate Year	2025

Note to User: When using CPFF or Negotiated Hourly Rates, the Rate Year shall be that of the firm's current approved ICR

Resources:	Patricia Buchanan	Kurt Wiseman	Steven Keith	Kevin Runandy	Donal Cales	Miranda Boyer	Abi Swanson	Jesse Thomsen	Andy Yim	Total Task Hours	Hourly Cost
Classification	Director	Senior Engineer/Manager	Lead Engineer/Manager	Civil Designer II	Lead Tech/Designer	Clerical	Accountant	Principal	Planner III		
Billing Rate	\$341.00	\$252.00	\$210.00	\$163.00	\$163.00	\$131.00	\$158.00	\$394.00	\$173.00		
Total Hours	46	104	102	298	131	1	8	1	2	692	
Total Labor Cost	\$15,686	\$26,082	\$21,315	\$48,574	\$21,353	\$131	\$1,264	\$394	\$346		\$ 135,145.00

TASK / PHASE	0001	0002	0003	0004	0005	0006	Total Task Hours	Hourly Cost			
<b>0001 Project Management and Coordination (SUPPLEMENT)</b>	15	26	0	0	0	0	8	1	0	50	\$ 13,325.00
Project Management and Coordination	6	12					8	1		27	\$ 6,728.00
Staff management	3	8								11	\$ 3,039.00
Invoices and Progress Reports	6	6								12	\$ 3,558.00
<b>0002 Basin Delineation and Conveyance Analysis (COMPLETE)</b>	0	0	0	0	0	0	0	0	0	0	\$ -
<b>0003 45% Design</b>	6	9.5	21.5	53	20	1	0	0	2	113	\$ 21,331.00
Review of existing documents	1	1	2	2						6	\$ 1,339.00
Attend kick-off meeting (virtually) with City staff (assume 2 people for 3 hours)	0.5	1	1	1						3.5	\$ 795.50
Conduct a site visit (assumes 2 people for 3 hours)		3	3							6	\$ 1,386.00
Confirmation of desired service level storm to be used for conveyance design		0.5	0.5							1	\$ 231.00
Perform a preliminary review of stormwater requirement	1	1	2	6		1			2	13	\$ 2,468.00
Update Phase 1 preliminary conveyance analysis with sur	0.5		2	16						18.5	\$ 3,198.50
Prepare preliminary plans:										0	\$ -
- Alignment (2 sheets)			1	2	6					9	\$ 1,514.00
- Drainage Plans and Profiles (6 sheets)	1	1	6	18	10					36	\$ 6,417.00
QAQC	2	2	4	8	4					20	\$ 3,982.00
<b>0004 90% Design, Stormwater Memo, Draft SP, Cost Estimate</b>	14	40	55	162	69	0	0	0	0	340	\$ 64,057.00
Address City design development comments.		1	1	8	4					14	\$ 2,418.00
Attend (virtually) one (1) coordination meeting (assumes 2 people for 2 hours each)	1	1	1							3	\$ 803.00
Perform a final, confirming site visit (assume 2 people, for 2 hours each)		3	3							6	\$ 1,386.00
Prepare final stormwater memorandum		1	4	12	2					19	\$ 3,374.00
Prepare draft conveyance calculations	1		2	8						11	\$ 2,065.00
Prepare 90% plans:										0	\$ -
- Cover (1 sheet)	1		1	1	1					4	\$ 877.00
- Notes (Standards King County and Des Moines notes, 1 sheet)			1	1	1					2	\$ 326.00
- Legend and Abbreviations (1 sheet)	1		1	1	1					4	\$ 877.00
- Survey and Control (as provided by surveyor)			1	2	4					3	\$ 489.00
- Alignment (2 sheets)			1	2	4					7	\$ 1,188.00
- Site Prep/TEESC Plans (6 sheets)	1	3	8	28	14					54	\$ 9,623.00
- Site Prep/TEESC Details (1 sheet)			1	4	2					7	\$ 1,188.00
- Drainage/Restoration Plans and Profiles (6 sheets)	1	3	8	32	16					60	\$ 10,601.00
- Standard Details and Sections (2 sheets)			2	4	4					14	\$ 2,376.00
- Restoration Details (Landscape and Striping) (3 sheets)	1	12	2	20	10					45	\$ 8,675.00
Prepare draft special provisions		8	8	12						28	\$ 5,652.00
Prepare a 90% construction cost estimate	1	4	4	8						17	\$ 3,493.00
QAQC	6	4	8	16	8					42	\$ 8,646.00
<b>0005 Final/Bid Documents and Cost Estimate</b>	9	24	23	83	40	0	0	0	0	179	\$ 33,996.00
Address City 90% design comments.	1	3	2	8	6					20	\$ 3,799.00
Prepare final conveyance calculations			1	4						5	\$ 862.00
Prepare Final/Bid Set plans:										0	\$ -
- Cover (1 sheet)	1		1	1	1					4	\$ 877.00
- Notes (Standards King County and Des Moines notes, 1 sheet)			1	1	1					0	\$ -
- Legend and Abbreviations (1 sheet)			1	1	1					3	\$ 536.00
- Survey and Control (as provided by surveyor)			1	2	4					0	\$ -
- Alignment (2 sheets)			1	1	1					3	\$ 536.00
- Site Prep/TEESC Plans (6 sheets)	1	2	2	16	8					29	\$ 5,177.00
- Site Prep/TEESC Details (1 sheet)			1	2	1					4	\$ 699.00
- Drainage/Restoration Plans and Profiles (6 sheets)		1	2	16	8					27	\$ 4,584.00
- Standard Details and Sections (2 sheets)			2	4	2					8	\$ 1,398.00
- Restoration Details (Landscape and Striping) (3 sheets)	1	8	2	12	8					31	\$ 6,037.00
Prepare final special provisions	1	4	2	4						11	\$ 2,421.00
Prepare Final Construction Cost Estimate		2	2	6						10	\$ 1,902.00
QAQC	4	4	4	8	4					24	\$ 5,168.00
<b>0006 Topographic Survey</b>	2	4	2	0	2	0	0	0	0	10	\$ 2,436.00
Coordiantion with Survey Team	1	2			2					3	\$ 845.00
Review/comment on completed survey	1	2	2							7	\$ 1,591.00

Expenses

Expense	Cost	Markup	Total
Mileage	\$250	1.0	\$250
<b>Total Expenses</b>			<b>\$250</b>

Subconsultant Subtotal

Subconsultants Subtotal			
Name	Subtotal (L&E)	Directed Svs	
Furtado & Associates	\$74,543		\$0
<b>Subconsultants Total</b>	<b>\$74,543</b>		<b>\$0</b>

Summary

SUMMARY	
Labor Total	\$ 135,145.00
Expenses	\$ 250.00
Management Reserve	\$ 25,000.00
Subconsultants Total	\$ 74,543.17
<b>CONTRACT TOTAL</b>	<b>\$ 234,938.17</b>

**CITY OF DES MOINES  
2026-2031 CAPITAL IMPROVEMENTS PLAN  
(Amount in Thousands)**

258th St (13th Pl to 16th Ave) Pipe Project	Project #	SWCIP0031
	Previous Project #	-

**CIP Category:** Surface Water Management

**Managing Department:** Plan, Build & PW Admin

<i>Summary Project Description:</i>
Replace roadside ditches along S side of S 258th St with approximately 960 ft of 18-inch storm pipe and 6 storm drain manholes. New storm system leaves roadway just east of 14th Ln S and extends through private property. Pipe ends at new CB installed on W side of 16th Ave S. Drainage easements may be required for up to 12 properties (depending on pipe alignment).

**Justification/Benefits:** This is a high priority project (CIP-34) listed in the 2015 SWM Comprehensive Plan. This project will separate public drainage infrastructure from private property, and remove ditch lines in a difficult maintenance area.

<i>PROJECT SCOPE</i>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	122	39	161
Land & Right of Way	64	(64)	-
Construction	165	1,002	1,167
Contingency	115	(15)	100
<b>Total Expenditures</b>	<b>466</b>	<b>962</b>	<b>1,428</b>

<i>ANNUAL ALLOCATION</i>									
<i>Project to Date</i>	<i>Actuals Year</i>	<i>Scheduled Year</i>	<i>Plan Year</i>						
<i>12/31/24</i>	<i>2025</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>2030</i>	<i>2031</i>	<i>2031</i>
-	-	36	125	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-
-	-	-	1,167	-	-	-	-	-	-
-	-	-	100	-	-	-	-	-	-
-	-	36	1,392	-	-	-	-	-	-

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
SURFACE WATER UTILITY	466	962	1,428
<b>Total Funding</b>	<b>466</b>	<b>962</b>	<b>1,428</b>
Funding Shortfall/Excess	-	-	-

<i>Project to Date</i>	<i>Actuals Year</i>	<i>Scheduled Year</i>	<i>Plan Year</i>						
<i>12/31/24</i>	<i>2025</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>	<i>2028</i>	<i>2029</i>	<i>2030</i>	<i>2031</i>	<i>2031</i>
-	-	36	1,392	-	-	-	-	-	-
-	-	36	1,392	-	-	-	-	-	-

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2025/2026 Biennial Budget  
Amendments

ATTACHMENTS:

- 1. Revenue and Expenditure Schedules
- 2. Draft Ordinance No. 25-092

FOR AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: December 1, 2025

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *MM 21*
- 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 City Council to consider Draft Ordinance 25-092, amending the 2025/2026 Biennial Budget.

**Suggested Motion**

MOTION: "I move to enact Draft Ordinance No. 25-092, relating to municipal finance and amending the 2025/2026 Biennial Budget adopted in Ordinance No. 1813."

## **Background**

The State of Washington allows local governments to budget on an annual (one year at a time) or biennial (two years at a time) basis. On March 28, 2024, the City Council unanimously approved a change of budgeting process from annual budgeting to biennial budgeting.

The Council approved the change to reinforce the City's commitment to long-term sustainability and strategic priorities. Biennial budgeting allows staff to think ahead and focus on a two-year plan instead of annual short-term fixes. Biennial budgeting also allows staff to spend less time on paperwork in the "off year" and more time on monitoring performance and improving operations.

During the biennium, circumstances often arise that require adjustments to the adopted budget. These can include changes in project schedules, receipt of grant funding, personnel adjustments, or the need to respond to unanticipated expenses or revenues. RCW 35.34.200 authorizes the City Council to amend the biennial budget by ordinance when such adjustments are necessary.

Amending the budget ensures that City expenditures remain properly authorized and that financial reports accurately reflect current operations. Budget amendments allow the City to:

- Recognize and appropriate newly secured revenues such as grants, donations, or reimbursements;
- Reallocate existing appropriations between departments or funds to better align with operational needs;
- Address unforeseen costs that cannot be absorbed within existing appropriations.

Though State law allows cities that practice biennial budgeting to make mid-biennium adjustments, doing so is not simply a matter of compliance. Conducting a budget amendment for the second year of a biennium is considered a best practice in municipal finance. It provides a government an opportunity to incorporate updated revenue projections, reflect actual spending patterns, and align the budget with Council priorities based on the most current information. This ensures that the City's financial plan remains accurate, transparent, and responsive to changing conditions rather than relying on assumptions and projections made when the biennial budget was first adopted.

## **Discussion**

A key outcome of the proposed amendments is an improvement to the City's ending fund balance and cash reserves. By aligning revenues to more conservative, realistic projections and reducing expenditures where feasible, the City is positioning itself to meet the Government Finance Officers Association (GFOA) best practice of maintaining sufficient reserves to manage economic fluctuations, absorb unforeseen costs, and ensure stable delivery of services. Strengthening reserves is not only fiscally prudent; it is essential to the City's long-term financial sustainability. It reduces the likelihood of disruptive mid-year reductions in the future and places the City in a stronger position to respond to external shifts in the economy, labor markets, and regulatory requirements. The continued focus on reserves reflects the administration's long-term strategy to stabilize the City's financial foundation over the next several years.

## **Revenue Trends**

Recommended amendments adjust General Fund revenue projections to better align with actual year-to-date performance and current economic indicators. Over the past year, staff have been working to shift toward more conservative and realistic forecasting practices. This approach strengthens long-term financial sustainability by reducing reliance on optimistic assumptions and improving the predictability of the City's budget.

In 2025, the City implemented a new Business and Occupation (B&O) Tax based on square footage. During the budget process in 2024, the revenue from this new tax was estimated to be \$840,000 for 2025 and \$865,200 for 2026. Actual collections during the first quarter totaled just \$30,000; however, following extensive outreach by staff to businesses subject to the tax, revenues increased significantly to \$314,321 through the third quarter. As additional businesses come into compliance with the Square Footage Tax, the City now projects \$515,000 as a more accurate revenue expectation.

One-time Sales Tax and One-Time B&O Tax revenue are both reduced in 2025 as activity related to projects valued at \$15 million or more was negligible. Due to having a number of these projects (Business Park West, Pacific Middle School, Woodmont Beach Apartments) about to commence, the budget was not reduced for these one-time taxes for 2026. Regular B&O Tax was overbudgeted in error for both years; therefore, a correction is recommended.

Throughout 2025, economic expectations have been characterized as "uncertain". Inflation has increased 1.1% from April (1.7%) through August (2.8%). The impact of tariffs and a federal government shutdown provide further complications. Therefore, the City is making a conservative projection for Regular Sales Tax in 2026 by reducing the budgeted amount by \$70,000.

## **Expenditure Reductions – General Fund**

As the mid-biennium review process began in July, departments were tasked with projecting their revenues and expenditures for 2025 and reviewing their budget for 2026. Each department met individually with the City Manager, Assistant City Manager, and Finance Director for a detailed, line-by-line review of their budgets and discussion of any proposed amendments.

After these meetings had been concluded, departments were asked to again review their budgets to identify potential expenditure reductions. Staff prepared 3% and 5% reduction scenarios to help evaluate options for balancing the budget while maintaining essential services. This effort required significant analysis, collaboration, and creativity from all departments. Notably, all departments participated constructively in this process, with no resistance to the request for reductions—reflecting a shared commitment to the City's financial stability. The resulting amendments reflect the outcome of that extensive work—targeted adjustments designed to align expenditures with projected revenues while minimizing service impacts.

For the City of Des Moines, a \$340,809 reduction is a significant accomplishment. The City's financial challenges mean that every dollar of expenditure savings directly strengthens the General Fund's cash position and reduces pressure on future budgets. In practical terms, these savings improve the City's ability to maintain reserves, respond to unforeseen expenses, and avoid deeper service reductions in later years. Achieving this level of savings—without major impacts on essential services—reflects a disciplined and coordinated effort across all departments.

**Health Insurance Costs**

Health insurance costs are increasing nationwide due to factors that include general economic inflation, higher prices for specialty drugs and increasing use of medical services. Subsidies for the Affordable Care Act (ACA) marketplace are expiring which can have a ripple effect in the insurance market that raises costs for those not on an ACA plan.

In this environment, the City’s 2026 health insurance premium costs have increased sharply from 2025 premiums. The increases are as follows:

Provider	Increase
Kaiser Permanente	11.6%
Regence	8.7%
LEOFF Trust	5.0%

Projected health insurance premiums are expected to cost the City about \$89,000 more than budgeted with \$63,000 coming from the General Fund.

Facing these increases, the City has increased the share of health insurance premiums paid by non-represented employees by 3% which reduces the City’s costs by about \$50,000.

**Contingency**

Beginning in 2026, the City will include a contingency appropriation in the General Fund budget. Establishing a contingency appropriation provides the City with a prudent financial safeguard against unforeseen costs or emergencies that arise during the biennium. It strengthens the City’s fiscal resilience by ensuring that limited, pre-authorized resources are available for unanticipated expenditures without disrupting planned operations or requiring mid-year budget amendments. The recommended contingency appropriation for 2026 is \$50,000.

Including a contingency appropriation is another step toward establishing a more predictable and resilient financial structure, where the organization is prepared to manage unexpected costs without destabilizing core services.

Contingency appropriations are not automatically available for spending. They represent a budget authority that can be activated only by Council action.

**Public Safety Sales Tax Fund**

Under Washington State House Bill 2015, local governments are authorized to impose an additional .10% (one-tenth of one percent) local sales ad use tax specifically for public safety programs. On October 9, 2025, the City Council approved this increase to the City’s sales tax. It is anticipated that a new fund will be created to receive this new revenue. It is recommended that services funded by this revenue include a restoration of animal control services, an additional sworn police officer, and increased public defenders’ costs related to new caseload standards required by the State.

**Changes After the First Reading on November 13, 2025**

It was discovered that the 2025 expenditures budget for the Development Fund (Fund 105) was overstated by \$424.40 in error. This has been corrected.

A \$9,000 increase to the City Council training budget has been added to the list of budget amendments.

**In Summary**

The recommended amendments reflect a deliberate and ongoing effort to strengthen the City's financial foundation. By aligning revenue projections with actual performance, identifying targeted expenditure reductions, and establishing a contingency appropriation, the City is improving reserve levels and increasing its ability to weather uncertainty. These adjustments also complement the Council's broader work to stabilize and diversify the City's revenue base. While these steps do not fully resolve the City's long-term structural challenges, they represent meaningful progress and a continued shift toward a more predictable, sustainable financial path. This disciplined approach positions the City to plan ahead more effectively, maintain essential services, and build financial resilience over time.

General Fund Budget Amendments						
General Fund Department	Footnote	Description	2025		2026	
			Revenue	Expenditure	Revenue	Expenditure
INTERFUND TRANSFERS	A	Transfer in of funds from the Waterfront Zone	40,000			
INTERFUND TRANSFERS	B	Transfer in of excess reserves from Debt Service Fund	113,000			
INTERFUND TRANSFERS	C	Transfer out of funds to ARPA fund			8,075	
INTERFUND TRANSFERS	D	Transfer out of funds to Municipal Capital Improvements Fund			22,000	
		<b>Interfund Transfer Total</b>	<b>153,000</b>	<b>30,075</b>	-	-
REVENUE		Receipt of funds from Sound Transit for street vacations	775,200			
REVENUE		Adjusting sales tax projection for 2026			(70,000)	
REVENUE		One-Time Sales Tax in 2025 is less than anticipated in the original budget	(160,000)			
REVENUE		B&O Taxes - Regular were over-budgeted for 2025 and 2026	(250,000)		(300,000)	
REVENUE		One-Time B&O Tax in 2025 is less than anticipated in the original budget	(60,000)			
REVENUE	E	B&O - Square Footage Tax is less than originally anticipated	(340,000)		(365,200)	
REVENUE		Utility Taxes - Electricity - budget adjusted for 2026 based on 2025 receipts			200,000	
REVENUE		Utility Taxes - Solid Waste - budget adjusted for 2026 based on 2025 receipts			100,000	
REVENUE		Utility Taxes - Telephone - budget adjusted for 2026 based on 2025 receipts			70,000	
REVENUE		Gambling Taxes- projection adjusted for 2026 based on 2025 receipts			5,000	
REVENUE		Revenue from Red Light Cameras continues to gradually decrease	(100,000)			
REVENUE		New Franchise Fee Agreement with Lakehaven Water District			70,000	
		<b>Revenue Total</b>	<b>(134,800)</b>	<b>-</b>	<b>(290,200)</b>	<b>-</b>
CITY COUNCIL		Training				9,000
		<b>Public Works Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,000</b>
POLICE		Grant funds and expenditures for the Body Camera Refresh	77,010	77,010		
POLICE		Patrol overtime project to exceed budget in 2025		268,000		
POLICE		Recruitment/Referral Incentive		43,925		
POLICE	F	Operating Rentals and Leases				(80,000)
		<b>Police Total</b>	<b>77,010</b>	<b>388,935</b>	<b>-</b>	<b>(80,000)</b>
PUBLIC WORKS		Homeless encampment cleanup		72,000		
		<b>Public Works Total</b>	<b>-</b>	<b>72,000</b>	<b>-</b>	<b>-</b>
EMERGENCY MANAGEMENT		Severance costs related to terminating Emergency Management Director position		75,046		
EMERGENCY MANAGEMENT		Miscellaneous Services				7,000
		<b>Emergency Management Total</b>	<b>-</b>	<b>75,046</b>	<b>-</b>	<b>7,000</b>
NON- DEPARMENTAL	G	Cost adjustments related to SCORE Jail		28,400		(52,856)
NON- DEPARMENTAL	H	Interfund Insurance - Insurance costs anticipated to slightly less in 2026				(37,000)
NON- DEPARMENTAL	I	Contingency				50,000
		<b>Non-Departmental Total</b>	<b>-</b>	<b>28,400</b>	<b>-</b>	<b>(39,856)</b>
COMMUNICATIONS		Severance costs related to terminating Communications Director position (2025)		39,000		
COMMUNICATIONS		Savings related to producing the City Currents in-house				(30,000)
		<b>Communications Total</b>	<b>-</b>	<b>39,000</b>	<b>-</b>	<b>(30,000)</b>
COMMUNITY ENRICHMENT SERVICES		Extra Hire wages for Camp Kaos were underbudgeted		84,640		
COMMUNITY ENRICHMENT SERVICES		Fuel costs for Senior Trips anticipated to increase in 2026				4,437
COMMUNITY ENRICHMENT SERVICES		Supplies for Camp Kaos and school break camp anticipated to increase in 2026				2,000
		<b>Community Enrichment Services Total</b>	<b>-</b>	<b>84,640</b>	<b>-</b>	<b>6,437</b>
MUNICIPAL COURT		Judge Pro Tem usage anticipated to decrease in 2026				(28,000)
DUI COURT		The City will cease DUI Court operations in 2026			(26,820)	(25,450)
		<b>Court Total</b>	<b>-</b>	<b>-</b>	<b>(26,820)</b>	<b>(53,450)</b>
PUBLIC DEFENDERS		Portion of Public Defender costs will be paid by new Public Safety Sales Tax fund				(110,000)
		<b>Public Defenders Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(110,000)</b>
CITY CLERK		Reducing travel and training costs for the City Clerk's Office				(10,925)
		<b>City Clerk Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(10,925)</b>
HUMAN RESOURCES	J	Reducing professional service costs for Human Resources				(39,000)
		<b>Human Resources Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(39,000)</b>
FINANCE		Reduction of overtime budget in Finance Department				(2,000)
		<b>Finance Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(2,000)</b>
COMMUNITY DEVELOPMENT		Extra hire wages budgeted but unneeded				(52,015)
		<b>Community Development Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>(52,015)</b>
ALL DEPARTMENTS		Increase to medical health insurance premiums				63,000
		<b>General Fund Total</b>	<b>95,210</b>	<b>718,096</b>	<b>(317,020)</b>	<b>(331,809)</b>

### GENERAL FUND FOOTNOTES

- A. Des Moines Municipal Code (DMMC) 3.51.141 allows moneys created in this fund to be used for an “unrestricted transfer to the general fund”. There are funds available in the Waterfront Zone Fund to transfer to the Redondo Zone Fund (to cover a cash deficit) and then to the General Fund.
- B. The 2018 LTGO Bond Debt Service Fund has maintained a cash balance of \$113K for several years. These funds were received from the General Fund and can be returned to the General Fund. It is not necessary for a Debt Service Fund to maintain a large cash balance.
- C. A reconciliation of the American Rescue Plan Act (ARPA) grant funds resulted in some adjustments. In the General Fund, body cameras were overfunded by \$8,075, thus resulting in the funds being returned to the ARPA fund.
- D. This transfer is related to the HVAC system installation in the engineering building.
- E. Budgeted amounts for Square Footage Tax for 2025 and 2026 were \$840,000 and \$865,200, respectively. Implementation of the new tax has shown that \$515,000 is a more accurate expectation.
- F. Lease expense is expected to be less without the Redondo Sub Station.
- G. SCORE costs in 2025 and 2026 have shifted due to SCOREs increased insurance costs and SCORE losing a significant contract with the Department of Human Services (about \$3 million annually).
- H. The 2026 Assessment Notice from the Washington Cities Insurance Authority (WCIA) indicates a small reduction in insurance costs for 2026 of possibly \$37,000.
- I. Creation of a contingency within the General Fund.
- J. The City expects negotiations on upcoming labor contracts can be done at an amount less than originally budgeted.

Budget Amendments - Other Funds						
FUND	Footnote	Description	2025		2026	
			Revenue	Expenditure	Revenue	Expenditure
101 STREET FUND	A	Transfer In from REET 2	2,000		28,000	
101 STREET FUND	A	Transfer In from Redondo Speed Enforcement Fund	1,000		9,000	
101 STREET FUND		Engineering/Bridge Inspections		1,000		
101 STREET FUND	A	Sidewalk Program				1,000
101 STREET FUND	A	Guardrail Program				36,000
101 STREET FUND	A	Street Maintenance				22,050
101 STREET FUND	A	Traffic and Pedestrian Service				20,000
101 STREET FUND	A	Traffic Control Devices				60,000
101 STREET FUND	A	Roadside Vegetation				12,000
101 STREET FUND		Litter Cleanup				6,000
			<b>3,000</b>	<b>1,000</b>	<b>37,000</b>	<b>157,050</b>
102 STREET PAVEMENT FUND		Budget error - Franchise Fees moved to General Fund	(300,000)		(300,000)	
102 STREET PAVEMENT FUND		Transfer In from Redondo Speed Enforcement for traffic safety projects	13,000		13,000	
102 STREET PAVEMENT FUND		Transfer In from Transportation Benefit District Fund to fund pavement projects	500,000		500,000	
102 STREET PAVEMENT FUND	B	Pavement Program		(299,000)		(494,000)
102 STREET PAVEMENT FUND	A	Transfers Out to Transportation Improvements Fund capital work		1,631,000		1,183,000
			<b>213,000</b>	<b>1,332,000</b>	<b>213,000</b>	<b>689,000</b>
105 DEVELOPMENT FUND		Building Permit revenue exceeding budget due to large projects	150,000		100,000	
105 DEVELOPMENT FUND		Addition of Limited-Term Code Enforcement Officer in 2026				135,000
105 DEVELOPMENT FUND	C	Professional Services		280,500		181,000
			<b>150,000</b>	<b>280,500</b>	<b>100,000</b>	<b>316,000</b>
111 HOTEL-MOTEL TAX FUND	D	Colibri Northwest Consulting contract not originally budgeted		45,000		
			-	<b>45,000</b>	-	-
112 PUBLIC SAFETY SALES TAX FUND	E	Sales Tax Revenue			450,000	
112 PUBLIC SAFETY SALES TAX FUND	E	Patrol Officer				240,000
112 PUBLIC SAFETY SALES TAX FUND	E	Animal Control				100,000
112 PUBLIC SAFETY SALES TAX FUND	E	Public Defenders				110,000
			-	-	<b>450,000</b>	<b>450,000</b>
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfer In from General Fund	8,075			
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfer In from Municipal Capital Fund	380			
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfers Out to Municipal Capital Fund		(1,103,000)		
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfers Out to Equipment Replacement Fund		37,733		
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfers Out to Fund Waterfront Zone Fund		45,631		
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfers Out to Facility Repair and Replacement		57,000		
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Transfer Out of Interest Earnings to close fund		19,156		
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Professional Services		3,264		
114 AMERICAN RESCUE PLAN (ARPA) FUND	F	Miscellaneous		17,191		
			<b>8,455</b>	<b>(923,025)</b>	-	-
140 REDONDO ZONE	G	Transfer In from Waterfront Zone	60,000			
140 REDONDO ZONE		Salaries/Benefits costs more than anticipated in original budget		23,000		
140 REDONDO ZONE		Non-personnel costs more than anticipated in original budget		22,500		
140 REDONDO ZONE	H	Transfers Out to Transportation Capital Improvements Fund		(10,000)		(40,000)
140 REDONDO ZONE		Recology will no longer bill garbage service				(20,000)
			<b>60,000</b>	<b>35,500</b>	-	<b>(60,000)</b>
141 WATERFRONT ZONE	F	Transfer In from ARPA Fund	45,631			
141 WATERFRONT ZONE	G	Transfer Out to Redondo Zone		60,000		
141 WATERFRONT ZONE	G	Transfer Out to General Fund		40,000		
141 WATERFRONT ZONE		Salaries/Benefits costs more than anticipated in original budget		10,000		
141 WATERFRONT ZONE		Non-personnel costs more than anticipated in original budget		55,000		
			<b>45,631</b>	<b>165,000</b>	-	-

Budget Amendments - Other Funds						
FUND	Footnote	Description	2025		2026	
			Revenue	Expenditure	Revenue	Expenditure
190	ASE -AUTOMATED SPEED ENFORCEMENT	Transfers Out to Transportation Capital Improvements Fund		58,000		
			-	<b>58,000</b>		
191	REDONDO SPEED ENFORCEMENT	Redondo Traffic Infractions - revenue exceeding budgeted expectations	111,300		110,000	
191	REDONDO SPEED ENFORCEMENT	Salaries/Benefits costs more than anticipated in original budget		180,600		152,200
191	REDONDO SPEED ENFORCEMENT	Judge Pro Tem not originally budgeted		25,000		25,000
191	REDONDO SPEED ENFORCEMENT	A Transfer out to Streets Fund		1,000		9,000
191	REDONDO SPEED ENFORCEMENT	A Transfer out to Street Pavement Fund		13,000		13,000
191	REDONDO SPEED ENFORCEMENT	A Transfers Out to Transportation Capital Improvements Fund		264,000		150,000
			<b>111,300</b>	<b>483,600</b>	<b>110,000</b>	<b>349,200</b>
199	TRANSPORTATION BENEFIT DISTRICT	Transfer out to Street Pavement Fund to fund pavement projects		500,000		500,000
199	TRANSPORTATION BENEFIT DISTRICT	A Transfers Out to Transportation Capital Improvements Fund		550,000		705,000
			-	<b>1,050,000</b>	-	<b>1,205,000</b>
202	REET 2 ELIGIBLE DEBT SERVICE	Other Debt Service Costs		500		
			-	<b>500</b>	-	-
208	2018 LTGO & REFUNDING BONDS	I Transfer to General Fund - excess reserve		113,000		
			-	<b>113,000</b>	-	-
301	REET FIRST QUARTER %	A Transfers Out to Municipal Capital Improvements Fund		(1,048,000)		1,554,000
301	REET FIRST QUARTER %	A Transfers Out to Transportation Capital Improvements Fund		(406,000)		
301	REET FIRST QUARTER %	A Transfers Out to Equipment Replacement Fund		(577,000)		282,000
			-	<b>(2,031,000)</b>	-	<b>1,836,000</b>
302	REET SECOND QUARTER %	A Transfer out to Streets Fund		2,000		28,000
302	REET SECOND QUARTER %	A Transfers Out to Municipal Capital Improvements Fund		853,000		
			-	<b>855,000</b>	-	<b>28,000</b>
305	PARK LEVY	A Transfer out to Streets Fund		248,000		
305	PARK LEVY	J Transfers Out to Equipment Replacement Fund		200,000		
			-	<b>448,000</b>	-	-
306	PARK IN LIEU	A Transfers Out to Municipal Capital Improvements Fund		26,000		
			-	<b>26,000</b>	-	-
309	ONE TIME TAX	A Transfers Out to Municipal Capital Improvements Fund				500,000
309	ONE TIME TAX	A Transfers Out to Transportation Capital Improvements Fund		52,000		
			-	<b>52,000</b>	-	<b>500,000</b>

Budget Amendments - Other Funds							
FUND	Footnote	Description	2025		2026		
			Revenue	Expenditure	Revenue	Expenditure	
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from Park Levy Fund	248,000			
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from General Fund	22,000			
310	MUNICIPAL CAPITAL IMPROVEMENTS	F	Transfer In from ARPA Fund	(1,103,000)			
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from REET 2 Fund	853,000			
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from Park -in-Lieu Fund	26,000			
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from Facility Repair and Replacement Fund	1,000			
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from Redondo Zone Fund	7,875			
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from REET 1 Fund	(1,048,000)		1,554,000	
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Transfer In from One-Time Tax Fund			500,000	
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Repairs and Maintenance		16,000		
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Recreation Facilities Capital		(7,466,000)		11,458,000
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Park Facilities Capital		(2,698,000)		1,676,000
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Parking Facilities Capital		68,000		
310	MUNICIPAL CAPITAL IMPROVEMENTS	F	Transfer out to ARPA		380		
310	MUNICIPAL CAPITAL IMPROVEMENTS	A	Construction of Capital Assets		22,000		
				<b>(993,125)</b>	<b>(10,057,620)</b>	<b>2,054,000</b>	<b>13,134,000</b>
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Traffic Impact Fee - City-Wide Fund	778,000			
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Surface Water Management	(494,000)		88,000	
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Street Pavement Fund	1,631,000		1,183,000	
319	TRANSPORTATION CAPITAL IMPROVEMENTS	H	Transfer In from Redondo Zone Fund	(10,000)		(40,000)	
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Automated Speed Enforcement Fund	58,000			
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Redondo Speed Enforcement Fund	264,000		150,000	
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from REET 1 Fund	(406,000)			
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from One-Time Tax Fund	52,000			
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Transportation Benefit District Fund	550,000		705,000	
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transfer In from Traffic In Lieu Fund	595,000			
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transportation - Capital Engineering		(2,595,000)		4,673,000
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transportation - Capital Roadway Improvements		6,503,000		(6,587,000)
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transportation - Capital Sidewalk Improvements		(2,348,000)		4,038,000
319	TRANSPORTATION CAPITAL IMPROVEMENTS	A	Transportation - Capital Other		239,000		
				<b>3,018,000</b>	<b>1,799,000</b>	<b>2,086,000</b>	<b>2,124,000</b>
320	TRAFFIC IN LIEU	A	Transfer out to Transportation Capital Improvements Fund		595,000		
				-	<b>595,000</b>	-	-
321	TRAFFIC IN LIEU	A	Transfer out to Transportation Capital Improvements Fund		778,000		
321	TRAFFIC IN LIEU	A	Unbudgeted Traffic Impact Fee refund		101,000		
				-	<b>879,000</b>	-	-

Budget Amendments - Other Funds						
FUND	Footnote	Description	2025		2026	
			Revenue	Expenditure	Revenue	Expenditure
401	MARINA	Washington Parks and Rec Commission Grant - unbudgeted	19,000			
401	MARINA	Interest Revenue projected to exceed budget	63,000			
401	MARINA	Boat Yard Repairs and Maintenance - unbudgeted		44,500		
401	MARINA	Misc. Bank Fees projected to exceed budget		38,000		
401	MARINA	Monthly Moorage - rate increase			1,000,000	
401	MARINA	A Capital Improvements				820,000
			<b>82,000</b>	<b>82,500</b>	<b>1,000,000</b>	<b>820,000</b>
450	SURFACE WATER MANAGEMENT (SWM)	SWM Engineering Plan Review			20,000	
450	SURFACE WATER MANAGEMENT (SWM)	Dept of Ecology Grant			120,000	
450	SURFACE WATER MANAGEMENT (SWM)	Local Grants			190,000	
450	SURFACE WATER MANAGEMENT (SWM)	A Salaries/Wages - Capital		40,000		
450	SURFACE WATER MANAGEMENT (SWM)	A Capital Improvements		1,884,000		2,500,316
			-	<b>1,924,000</b>	<b>330,000</b>	<b>2,500,316</b>
501	EQUIPMENT RENTAL REPLACEMENT	F Transfer In from ARPA Fund	37,733			
501	EQUIPMENT RENTAL REPLACEMENT	J Transfer In from Park Levy Fund	200,000			
			<b>237,733</b>	-	-	-
506	FACILITY REPAIR AND REPLACEMENT	Grant Revenue	26,243			
506	FACILITY REPAIR AND REPLACEMENT	F Transfer In from ARPA Fund	57,000			
506	FACILITY REPAIR AND REPLACEMENT	Unfunded projects were budgeted in error	(1,253,850)	(1,689,000)	(1,243,850)	(1,271,000)
506	FACILITY REPAIR AND REPLACEMENT	A Transfer In from REET 1 Fund	(577,000)		282,000	
506	FACILITY REPAIR AND REPLACEMENT	A Transfers Out to Municipal Improvements Fund		1,000		
			<b>(1,747,607)</b>	<b>(1,688,000)</b>	<b>(961,850)</b>	<b>(1,271,000)</b>
520	SELF-INSURANCE FUND	K Interfund Assessments - Insurance costs expected to slightly decrease in 2026			(37,000)	
520	SELF-INSURANCE FUND	Settlements		10,000		
			-	<b>10,000</b>	<b>(37,000)</b>	-
		<b>Other Funds Total</b>	<b>1,188,387</b>	<b>(4,465,045)</b>	<b>5,381,150</b>	<b>22,777,566</b>

**OTHER FUNDS FOOTNOTES**

- A. Adjustments to 1) transfers between Capital Projects Funds and other funds and 2) capital expenditure accounts bring the budget into alignment with the 2026-2031 Capital Improvements Plan. These adjustments account for changes in project timing and funding.
- B. Balancing the budget in the Street Pavement Fund required a reduction to the fund’s contingency budget.
- C. Costs related to the Zenith EIS exceeded budgeted expectations in 2025. Though the City records these expenditures, they are all prepaid by the Developer. Costs related to the Sustainable Airport Master Plan (SAMP) are expected to be continue to be incurred in 2026.
- D. The Colibri Northwest consulting contract was paid out of the Hotel-Motel Tax fund in 2025 as it related to tourism. This contract has not been renewed.
- E. On October 9, 2025 the Council approved a .01% increase to Sales Tax to fund criminal justice activities and promote public safety. It is anticipated a new fund will be created to receive these funds. This fund would support a new patrol officer, restoring animal control, and cover public defender costs that are expected to increase.
- F. A reconciliation of the American Rescue Plan Act (ARPA) grant funds resulted in some adjustments. In the General Fund, body cameras were overfunded by \$8,075, thus resulting in the funds being returned to the ARPA fund. \$1,103,000 of ARPA funds had been allocated to the Marina Steps project. However, these funds were not obligated by 12/31/2024 as required; therefore, there is no transfer of funds to support the project. Other ARPA details include:

45,631	Funds earmarked to support Passenger Ferry Service hadnot been transferred to Waterfront Zone
37,733	Transfer to Equipment Replacement Fund hadnotbeen made for the purchase of the Evidence Van
57,000	Costs related to theSenior Center Roof Replacement
3,264	Final Payment of Food Truck Program
17,191	Unobligated funds returned to the Federal Government in 2025

- G. Des Moines Municipal Code (DMMC) 3.51.141 allows moneys created in this fund to be used for an “unrestricted transfer to the general fund”. There are funds available in the Waterfront Zone Fund to transfer to the Redondo Zone Fund (to cover a cash deficit) and then to the General Fund.
- H. Due to lack of resources, the Redondo Zone Fund will not be contributing to capital work at this time. Therefore, these transfers will not occur.
- I. The 2018 LTGO Bond Debt Service Fund has maintained a cash balance of \$113K for several years. These funds were received from the General Fund and can be returned. It is not necessary for a Debt Service Fund to maintain a large cash balance.
- J. On September 25, 2025, The City Council approved the use of park levy funds for various park maintenance equipment including blowers, a John Deere excavator, a John Deere Loader, and a John Deere Diesel Commercial ZTrak with Material Collection System. The new equipment will make maintenance work more efficient.
- K. The 2026 Assessment Notice from the Washington Cities Insurance Authority (WCIA) indicates a small reduction in insurance costs for 2026 of possibly \$37,000.

2026-2031 GENERAL FUND FIVE-YEAR FORECAST									
	AMENDED ANNUAL BUDGET	PROJECTED ACTUALS	REVISED BUDGET	FORECAST					
	2025	2025	2026	2027	2028	2029	2030	2031	
<b>BEGINNING CASH BALANCE</b>	\$ 2,879,816	\$ 2,879,816	\$ 3,341,750	\$ 3,654,953	\$ 3,739,639	\$ 3,576,042	\$ 2,997,171	\$ 2,453,986	
<b>Operating Revenues</b>	<u>24,984,334</u>	<u>24,992,751</u>	<u>25,850,694</u>	<u>26,420,854</u>	<u>26,810,916</u>	<u>27,228,307</u>	<u>27,720,650</u>	<u>28,259,052</u>	
<b>Operating Expenditures</b>	<u>26,264,137</u>	<u>25,827,081</u>	<u>25,812,491</u>	<u>26,611,168</u>	<u>27,249,513</u>	<u>27,907,178</u>	<u>28,363,834</u>	<u>28,830,603</u>	
<b>** Net Activity</b>	<u>(1,279,803)</u>	<u>(834,330)</u>	<u>38,203</u>	<u>(190,314)</u>	<u>(438,597)</u>	<u>(678,871)</u>	<u>(643,184)</u>	<u>(571,551)</u>	
<b><u>ONE-TIME ACTIVITIES</u></b>									
<i>Total One-Time Revenues</i>	<u>1,865,078</u>	<u>1,864,198</u>	<u>294,359</u>	<u>275,000</u>	<u>275,000</u>	<u>100,000</u>	<u>100,000</u>	<u>100,000</u>	
<i>Total One-Time Expenditures</i>	<u>(567,934)</u>	<u>(567,934)</u>	<u>(19,359)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
<b>Change in Fund Balance</b>	17,341	461,934	313,203	84,686	(163,597)	(578,871)	(543,184)	(471,551)	
<b>ENDING CASH BALANCE</b>	<u>\$ 2,897,157</u>	<u>\$ 3,341,750</u>	<u>\$ 3,654,953</u>	<u>\$ 3,739,639</u>	<u>\$ 3,576,042</u>	<u>\$ 2,997,171</u>	<u>\$ 2,453,986</u>	<u>\$ 1,982,435</u>	
<b>GFOA Target of 60 days (approx. 16.67%)</b>	<u>4,378,232</u>	<u>4,305,374</u>	<u>4,302,942</u>	<u>4,436,082</u>	<u>4,542,494</u>	<u>4,652,127</u>	<u>4,728,251</u>	<u>4,806,061</u>	
<b>Reserve (shortfall) surplus to GFOA Target</b>	<u>(1,481,074)</u>	<u>(963,624)</u>	<u>(647,989)</u>	<u>(696,443)</u>	<u>(966,452)</u>	<u>(1,654,956)</u>	<u>(2,274,265)</u>	<u>(2,823,626)</u>	
<b>Ending Reserve - % Total Operating Expenditures</b>	11.03%	12.94%	14.16%	14.05%	13.12%	10.74%	8.65%	6.88%	

**Recommendation**

Staff recommends enacting Draft Ordinance 25-092.

**CITY ATTORNEY'S FIRST DRAFT 11/3/2025**

**DRAFT ORDINANCE NO. 25-092**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to municipal finance, amending Ordinance No. 1813 (uncodified) (Biennial Budget 2025/2026) and authorizing certain expenditures in the amounts specified in this Ordinance.

**WHEREAS**, the City Council finds that current and capital revenues and expenditures for the City differ from forecasts used to create the 2025/2026 budget, enacted by Ordinance No. 1813, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal years 2025 and 2026, and

**WHEREAS**, the City Council finds that the 2025/2026 budget amendments to the City's budget are in the public interest; now therefore,

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

**Sec. 1. Finding.** Each and every of the findings expressed in the recitals to this Ordinance are hereby adopted and incorporated by reference.

**Sec. 2. Amendment to 2025/2026 Biennial Budget.** Appendix "A" of Ordinance No. 1813 (Uncodified) (2025/2026 Biennial Budget) are amended by Appendix "A" attached to this Ordinance and incorporated herein by this reference as though fully set out.

**Sec. 3. Ratification and confirmation.** All acts taken by City officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified and confirmed by the City Council.

**Sec 4. 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.

Ordinance No. \_\_\_\_\_  
Page 2 of 4

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

**Sec 5. Effective date.** This Ordinance shall take effect and be in full force (5) five days after its final passage by the Des Moines City Council.

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

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

**DRAFT ORDINANCE NO.25-092- APPENDIX A  
SUMMARY OF SOURCES AND USES - 2025 AMENDED BUDGET  
BUDGET AMENDMENTS**

Ordinance No. \_\_\_\_\_  
Page 3 of 4

FUNDS	2025 ORIGINAL BUDGET				DRAFT Ordinance 24-104				2025 AMENDED BUDGET			
	Beginning Cash Balance	Revenue	Expenditure	Ending Cash Balance	Revenue	Expenditure	Ending Cash Balance	Revenue	Expenditure	Ending Cash Balance		
General Fund	2,879,816	26,754,202	26,113,975	3,520,043	96,210	718,096	2,879,816	26,949,412	26,832,071	2,897,157		
<b>Special Revenue</b>												
Streets	713,492	2,618,000	2,741,053	592,439	3,000	1,000	713,492	2,621,000	2,742,053	592,439		
Street Pavement	1,344,084	1,418,000	1,466,788	1,295,296	213,000	1,332,000	1,344,084	1,631,000	2,798,788	1,762,296		
Development	1,537,371	2,885,246	3,092,528	1,330,089	150,000	280,500	1,537,371	3,035,246	3,373,028	1,193,589		
Police Drug Seizure	135,100	26,000	20,500	140,600	-	-	135,100	26,000	20,500	140,600		
Hotel/Motel Tax	143,488	125,000	120,000	148,488	-	45,000	143,488	125,000	165,000	103,488		
Affordable Housing Tax	86,746	35,000	35,000	86,746	-	-	86,746	35,000	35,000	86,746		
American Rescue Plan Act	171,520	-	1,103,000	(931,480)	8,455	(923,025)	171,520	8,455	179,975	-		
Redondo Zone	51,900	129,800	150,635	31,065	60,000	35,500	51,900	189,800	196,135	55,565		
Waterfront Zone	80,591	438,550	394,462	124,679	45,631	165,000	80,591	484,181	559,462	5,310		
PEPV/ Automation Fee	614,050	195,000	120,409	688,641	-	-	614,050	195,000	120,409	688,641		
Urban Forestry	-	5,000	5,000	-	-	-	-	5,000	5,000	-		
Abatement	38,143	3,600	2,500	39,243	-	-	38,143	3,600	2,500	39,243		
Automated Speed Enforcement (ASE)	288,751	360,000	432,976	195,775	-	58,000	288,751	360,000	432,976	137,775		
Redondo Speed Enforcement	614,822	1,000,000	938,824	675,998	111,300	483,800	614,822	1,111,300	1,422,424	303,688		
Transportation Benefit District	3,265,452	1,040,000	1,400,000	2,905,452	-	1,050,000	3,265,452	1,040,000	2,450,000	1,855,452		
<b>Total Special Revenue Funds</b>	<b>9,065,510</b>	<b>10,279,196</b>	<b>12,023,675</b>	<b>7,321,031</b>	<b>591,386</b>	<b>2,527,575</b>	<b>9,065,510</b>	<b>10,870,582</b>	<b>14,551,250</b>	<b>5,384,842</b>		
<b>Debt Service</b>												
REET 2 Debt Service	9,318	210,195	210,195	9,318	-	500	9,318	210,195	210,695	8,818		
2023 LTGO Debt Service	-	611,687	611,685	2	-	-	-	611,687	611,685	2		
2018 LTGO Debt Service	113,222	226,601	226,600	113,223	-	113,000	113,222	226,601	339,600	223		
<b>Total Debt Service Funds</b>	<b>122,540</b>	<b>1,048,483</b>	<b>1,048,480</b>	<b>122,543</b>	<b>-</b>	<b>113,500</b>	<b>122,540</b>	<b>1,048,483</b>	<b>1,161,980</b>	<b>9,043</b>		
<b>Capital Project</b>												
REET 1	2,615,875	740,000	2,380,979	974,896	-	(2,031,000)	2,615,875	740,000	349,979	3,005,896		
REET 2	1,189,505	700,000	483,504	1,406,001	-	855,000	1,189,505	700,000	1,338,504	551,001		
Park Levy	319,102	150,000	46,000	469,102	-	448,000	319,102	150,000	448,000	21,102		
Park in Lieu	363,496	27,500	34,996	363,496	-	26,000	363,496	27,500	72,000	318,996		
One Time Sales Tax	1,289,807	50,000	165,000	1,174,807	-	52,000	1,289,807	50,000	217,000	1,122,807		
Municipal Capital Improvements	9,882,742	5,526,000	15,558,000	(149,268)	(983,125)	(10,057,620)	9,882,742	4,532,875	5,500,380	8,916,237		
Transportation Capital Improvements	1,564,929	8,430,000	9,020,000	974,929	3,018,000	1,798,000	1,564,929	11,448,000	10,819,000	2,193,929		
Traffic In Lieu	430,900	460,000	890,900	430,900	-	595,000	430,900	460,000	595,000	295,900		
Traffic Impact - City Wide	1,525,324	345,000	140,000	1,730,324	-	879,000	1,525,324	345,000	1,019,000	851,324		
Traffic Impact - Parc Ridge (S)	640,901	120,000	-	760,901	-	-	640,901	120,000	-	760,901		
<b>Total Capital Project Funds</b>	<b>19,822,581</b>	<b>16,548,500</b>	<b>27,793,483</b>	<b>8,577,398</b>	<b>2,024,875</b>	<b>(7,434,620)</b>	<b>19,822,581</b>	<b>18,573,375</b>	<b>20,358,863</b>	<b>18,037,093</b>		
<b>Enterprise</b>												
Marina	21,002,708	5,684,747	20,370,859	6,316,596	82,000	82,500	21,002,708	5,766,747	20,453,359	6,316,096		
Surface Water Management	11,058,641	7,038,001	7,448,034	10,648,608	-	1,924,000	11,058,641	7,038,001	9,372,034	8,728,608		
<b>Total Enterprise Funds</b>	<b>32,061,349</b>	<b>12,722,748</b>	<b>27,818,893</b>	<b>16,965,204</b>	<b>82,000</b>	<b>2,006,500</b>	<b>32,061,349</b>	<b>12,804,748</b>	<b>29,825,393</b>	<b>15,090,704</b>		
<b>Internal Service</b>												
Equipment Rental Operations	117,543	1,077,976	855,438	340,081	-	-	117,543	1,077,976	855,438	340,081		
Equipment Rental Replacement	3,031,355	2,280,778	2,116,885	3,084,341	237,733	-	3,031,355	2,518,511	1,389,000	4,160,866		
Facility Repair and Replacement	297,226	2,128,000	2,168,885	308,341	(1,747,607)	(1,688,000)	297,226	380,393	428,885	246,734		
Computer Replacement	1,341,917	238,000	460,000	1,119,917	-	-	1,341,917	238,000	460,000	1,119,917		
Self Insurance	660,261	1,147,472	1,260,971	546,762	-	10,000	660,261	1,147,472	1,270,971	536,762		
Unemployment Insurance	581,997	60,000	300,000	341,997	-	-	581,997	60,000	300,000	341,997		
<b>Total Internal Service Funds</b>	<b>6,030,299</b>	<b>6,382,226</b>	<b>6,382,224</b>	<b>6,580,231</b>	<b>(1,509,874)</b>	<b>(1,673,000)</b>	<b>6,030,299</b>	<b>5,422,352</b>	<b>4,704,294</b>	<b>6,748,357</b>		
<b>Total Available Funds</b>	<b>69,982,095</b>	<b>74,283,353</b>	<b>101,180,800</b>	<b>49,086,650</b>	<b>1,283,997</b>	<b>(3,746,949)</b>	<b>69,982,095</b>	<b>75,568,552</b>	<b>97,483,851</b>	<b>48,117,196</b>		

DRAFT ORDINANCE NO.25-092- APPENDIX A  
SUMMARY OF SOURCES AND USES - 2026 AMENDED BUDGET

BUDGET AMENDMENTS

FUNDS	2026 ORIGINAL BUDGET			Draft Ordinance			2026 AMENDED BUDGET			
	Beginning Cash Balance	Revenue	Expenditure	Ending Cash Balance	Revenue	Expenditure	Beginning Cash Balance	Revenue	Expenditure	Ending Cash Balance
General Fund	2,897,157	26,462,073	26,285,660	3,073,570	(317,020)	(331,809)	2,897,157	26,145,053	25,953,851	3,088,359
Special Revenue										
Streets	592,439	2,587,000	2,751,352	428,087	37,000	157,050	592,439	2,624,000	2,908,402	308,037
Street Pavement	176,296	1,393,000	1,068,322	500,974	213,000	689,000	176,296	1,606,000	1,757,322	24,974
Development	1,199,589	2,858,422	3,184,570	873,441	1,000,000	316,000	1,199,589	2,958,422	3,500,570	657,441
Police Drug Seizure	140,600	26,000	20,500	146,100	-	-	140,600	26,000	20,500	146,100
Hotel/Motel Tax	103,488	128,000	125,000	106,488	-	-	103,488	128,000	125,000	106,488
Public Safety Sales Tax	-	-	-	-	450,000	450,000	-	450,000	450,000	-
Affordable Housing Tax	86,746	35,000	35,000	86,746	-	-	86,746	35,000	35,000	86,746
Redondo Zone	55,565	145,130	187,510	13,186	-	(60,000)	55,565	145,130	127,510	73,186
Waterfront Zone	5,310	458,210	397,452	66,088	-	-	5,310	458,210	397,452	66,088
BP/W Automation Fee	688,641	190,000	133,541	745,100	-	-	688,641	190,000	133,541	745,100
Urban Forestry	-	5,000	5,000	-	-	-	-	5,000	5,000	-
Abatement	39,243	3,600	2,500	40,343	-	-	39,243	3,600	2,500	40,343
Automated Speed Enforcement (ASE)	137,775	357,500	311,905	183,370	-	-	137,775	357,500	311,905	183,370
Redondo Speed Enforcement	303,698	1,000,000	960,649	343,049	110,000	349,200	303,698	1,110,000	1,309,849	103,849
Transportation Benefit District	1,855,452	1,020,000	1,400,000	1,475,452	-	1,205,000	1,855,452	1,020,000	2,605,000	270,452
Total Special Revenue Funds	5,394,842	10,206,862	10,583,301	5,008,404	910,000	3,106,250	5,394,842	11,116,982	13,689,551	2,812,154
Debt Service										
REET 2 Debt Service	8,818	209,433	209,433	8,818	-	-	8,818	209,433	209,433	8,818
2023 LTGO Debt Service	2	611,685	611,685	2	-	-	2	611,685	611,685	2
2018 LTGO Debt Service	223	226,401	226,401	224	-	-	223	226,401	226,401	224
Total Debt Service Funds	9,043	1,047,519	1,047,518	9,044	-	-	9,043	1,047,519	1,047,518	9,044
Capital Project										
REET 1	3,005,896	720,000	792,040	2,933,856	-	1,836,000	3,005,896	720,000	2,628,040	1,097,856
REET 2	551,001	680,000	479,479	751,522	-	28,000	551,001	680,000	507,479	723,522
Park Levy	21,102	145,000	39,000	127,102	-	-	21,102	145,000	39,000	127,102
Park In Lieu	318,996	27,500	46,000	300,496	-	-	318,996	27,500	46,000	300,496
One Time Sales Tax	1,122,807	30,000	50,000	1,102,807	-	500,000	1,122,807	30,000	550,000	602,807
Municipal Capital Improvements	8,915,237	4,218,000	3,973,000	9,160,237	2,054,000	13,134,000	8,915,237	6,272,000	17,107,000	(1,919,763)
Transportation Capital Improvements	2,193,929	6,070,000	7,240,000	1,023,929	2,086,000	2,124,000	2,193,929	8,156,000	9,364,000	985,929
Traffic In Lieu	295,900	507,500	-	803,400	-	-	295,900	507,500	-	803,400
Traffic Impact - City Wide	851,324	335,000	-	1,186,324	-	-	851,324	335,000	-	1,186,324
Traffic Impact - Pac. Ridge (S)	760,901	115,000	-	875,901	-	-	760,901	115,000	-	875,901
Total Capital Project Funds	18,037,093	12,848,000	12,619,519	18,265,574	4,140,000	17,622,000	18,037,093	18,988,000	30,241,519	4,783,574
Enterprise										
Marena	6,316,096	5,920,997	5,770,807	6,466,286	1,000,000	820,000	6,316,096	6,920,997	6,590,807	6,646,286
Surface Water Management	8,274,608	7,365,907	7,301,634	8,788,881	330,000	2,500,316	8,274,608	7,695,907	9,801,950	6,618,565
Total Enterprise Funds	15,040,704	13,286,904	13,072,441	15,255,167	1,330,000	3,320,316	15,040,704	14,616,904	16,392,757	13,264,851
Internal Service										
Equipment Rental Operations	340,081	1,085,106	863,329	561,858	-	-	340,081	1,085,106	863,329	561,858
Equipment Rental Replacement	4,160,866	1,311,565	1,887,600	3,584,831	-	-	4,160,866	1,311,565	1,887,600	3,594,831
Facility Repair and Replacement	246,734	1,421,000	1,415,858	293,876	(961,850)	(1,271,000)	246,734	459,150	144,858	563,026
Computer Replacement	1,119,917	280,000	465,000	944,917	-	-	1,119,917	280,000	465,000	944,917
Self Insurance	536,762	1,203,720	1,313,220	427,262	(37,000)	-	536,762	1,166,720	1,313,220	390,262
Unemployment Insurance	341,987	55,000	50,000	346,987	-	-	341,987	55,000	50,000	346,987
Total Internal Service Funds	6,746,367	5,356,391	5,895,007	6,119,741	(998,850)	(1,271,000)	6,746,367	4,357,541	4,714,007	6,391,981
	48,117,196	69,207,749	69,593,445	47,731,500	5,064,130	22,445,757	48,117,196	74,271,879	92,039,202	30,249,873

Ordinance No. \_\_\_\_\_  
Page 4 of 4

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Wesley Homes Master Plan  
Amendment

FOR AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: Community Development

ATTACHMENTS:

DATE SUBMITTED: December 1, 2025

1. Draft Resolution 25-120
2. Master Plan Amendment Site Plan
3. Applicant's Project Narrative
4. Phase 1-3 Site Plan
5. SEPA DNS

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 City Council to hold a Public Hearing and consider approval of the Master Plan Amendment application entitled "Wesley Homes Phase 5". Staff recommends that the City Council approve the requested Master Plan Amendment by passing the following motion:

**Suggested Motion**

**Motion 1:** "I move to approve Draft Resolution 25-120 approving the Master Plan Amendment for the proposed Wesley Homes project LUA2025-0026 subject to conditions set forth in the Resolution."

### **Background**

On July 14, 2025, the senior living community of Wesley Homes submitted a master plan application for the proposed redevelopment of the property at 1122 South 216<sup>th</sup> Street where the former Wesley Health Care Center was located (Exhibits 2 and 3). A notice of complete application was issued on July 22, 2025. The Master Plan application proposes 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, 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.

Per Des Moines Municipal Code (DMMC) 18.95.050(1), the purpose of a master plan is to define the development of property, promote compatibility with neighboring areas and benefit the community with flexibility and innovation. The original Master Plan entitled “Wesley Homes Des Moines Campus” was approved on October 1, 2015, under Resolution No. 1308 and includes the multi-phased redevelopment (Phases 1-3) south of S. 216th Street, completed from 2015 to 2024 (Exhibit 4). Additionally, Wesley is continuing interior improvements to the Terrace building (Phase 4). The current application that is the subject of this public hearing (Phase 5), is considered a major amendment, and the first amendment, to the original Master Plan entitled “Wesley Homes Des Moines Campus”. Per DMMC 18.95.070(2), major amendments to an approved master development plan shall be processed as a new master plan. Therefore, for the purposes of this agenda item and public hearing, the subject Master Plan Amendment under consideration may at times be referred to as the 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.

A SEPA Environmental Checklist was submitted with the Master Plan application. A threshold determination of a Determination of Nonsignificance (DNS) was issued on November 24, 2025 (Exhibit 5). The DNS appeal period will run concurrently with the Master Plan appeal period, consistent with a Type IV decision, and as such, the final decision would be appealable to the Superior Court for King County, Chapter 36.70C RCW, as set forth in DMMC 18.20.190 and 18.20.290.

Staff gave a brief presentation introducing the Wesley Master Plan Amendment at the December 4, 2025, City Council Committee of the Whole meeting. The presentation included an overview of the existing and proposed Wesley Homes campus, the definition of a master plan, and apprised City Council of the public hearing and their decision on the December 11, 2025, agenda. City Council had questions surrounding the amount of impervious surface, the qualifications of the landscape designers, and the construction timeline associated with the project. The project applicant plans to present on the project and will provide an update on the timeline at the public hearing.

### **Discussion**

The review of a master plan application is a requirement of the Institutional Campus Zone (chapter 18.95 DMMC), created in 2014 to provide a zoning district for colleges, universities, educational facilities, and retirement facilities to ensure that large sites are planned, designed, and managed in a way that minimizes impacts on adjacent areas. A master plan application decision is a Type IV land use action by the City Council. Following the approval of the Master Plan, the Applicant is then required to obtain administrative approval for design review, civil engineering, grading, building, and other construction permits.

The Master Plan decision criteria are contained in DMMC 18.95.060. A master plan approval shall be granted by the City only if the applicant demonstrates that:

(1) The master development plan includes a general phasing timeline of development and associated mitigation.

*Currently, Wesley Homes is continuing interior improvements to the Terrace building (Phase 4). Construction on Phase 5 is planned for 2026 once the Master Plan application is approved by City Council. The last known phase at this time is Phase 6 that will include improvements to the exterior of the Terrace building. The timing of this phase is unknown, but the intent will be to upgrade the railings to be code-compliant and to perform routine exterior maintenance while also enhancing the building exterior to "fit" in with the rest of the campus design.*

(2) The master development plan meets or exceeds the current regulations for critical areas if critical areas are present.

*City environmentally critical area maps show that geologically hazardous areas are located north of the project site. A critical areas review application and a geotechnical report were submitted by the applicant and reviewed for compliance with the development standards of chapter 16.10 DMMC. It was found that the geologically hazardous areas will not be impacted by the proposed development and the critical areas review was approved.*

*City environmentally critical area maps also show that the project site is located within a critical aquifer recharge area. The application was reviewed for compliance with the development standards of DMMC 16.10.260 to ensure that proposed activities will not cause contaminants to enter the aquifer and will not adversely affect the recharging of the aquifer. The proposal was found to be compliant and civil plan reviews will be coordinated with King County Water District 54.*

(3) There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.

*Various frontage improvements were completed during previous phases of planning and development. Since there is not a substantial increase in daily trips expected, no additional measures are required. Many daily goods, services, and recreational activities are found on-site for residents, which decreases the amount of vehicle trips. A portion of existing sidewalk along S. 216<sup>th</sup> Street that is currently privately owned will become dedicated right-of-way as part of this project. South King Fire and Rescue has reviewed the proposed layout and has approved the layout for fire access purposes.*

(4) There is either sufficient capacity within public services such as water, sewer, and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.

*For stormwater, the proposed development will comply with the King County Stormwater Pollution Prevention Manual, as adopted by Des Moines and codified in DMMC 11.08.060. The project will result in less impervious area than there is under existing site conditions, meaning that impacts to the downstream public drainage system will be reduced due to less site runoff. Civil plan reviews will be coordinated with King County Water District 54 and Midway Sewer District.*

(5) The master development plan proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation standards consistent with this Title that minimize conflicts and create transitions between the proposal site and adjacent neighborhoods and between institutional uses and residential uses.

*Building elevations and detailed parking and landscaping plans will continue to be reviewed with the applicant's design review application for compliance with the development standards of DMMC 18.235 - Design Review and DMMC 18.95 - I-C Zone.*

(6) The Master Plan development proposal incorporates the principles of Crime Prevention through Environmental Design (CPTED).

*The Master Plan has been reviewed for compliance with the principles of CPTED. The project was found to be compliant.*

(7) The applicant shall demonstrate that proposed commercial or laboratory uses will be safe for the surrounding neighborhood and for other uses on the campus.

N/A

### **Alternatives**

With respect to the proposed Master Plan Amendment, the City Council has the following alternatives:

- ***Alternative 1: Do Nothing***

The City Council may determine that particular conditions exist that warrant denying or delaying approval of the Master Plan; however, these conditions would have to be clearly articulated. This alternative results in construction delays, no near-term revenue and other economic impacts for the City. This is not the recommended alternative.

- ***Alternative 2: Approve the Master Plan***

The City Council may approve the Master Plan with conditions set out in Draft Resolution 25-120. This alternative would result in both significant short-term and long-term financial and economic benefits to the City as discussed in Financial Impact section. This is the recommended alternative.

- ***Alternative 3: Approve the Master Plan with Additional Conditions***

The City Council may conditionally approve the Master Plan; provided that the conditions are proportional to the impact and are supported by the public record. This is not the recommended alternative.

- ***Alternative 4: Continue the public hearing for Further Consideration and Approval of the Master Plan until a Later Council Meeting***

If the Council seeks more information before reconsidering the Master Plan with conditions set out in Draft Resolution 25-120, in this alternative, the Council would need to continue the public hearing for further consideration of the Master Plan elements.

### **Financial Impact**

The redevelopment of the existing vacant facility will provide new, state-of-the-art senior housing. The redevelopment will serve to revitalize and rehabilitate the existing use to provide long-term economic vitality for the site and the surrounding areas.

### **Recommendation**

City staff have reviewed the Master Plan and determined that the proposed Master Plan is consistent with the requirements of the I-C Zone (chapter 18.95 DMMC). Staff have also determined that the project achieves a number of the economic goals and strategic objectives of the City. Specifically, approving the Master Plan will achieve or implement the following City objectives:

- **Housing Action Plan Goals and Objectives:** A Goal of the Housing Action Plan is to increase the supply of housing for households across the income spectrum.
- **Des Moines Comprehensive Plan:** The proposed new development will provide a variety of housing opportunities for those with special needs, particularly those with challenges related to age, health, or disability as stated in Housing Goal HOU 2.
- **Des Moines Municipal Code:** A primary purpose and objective of the Institutional Campus (I-C) Zone is to provide a zoning district for colleges, universities, educational facilities, and retirement facilities.

Following the public hearing for this Type IV quasi-judicial land use action, City staff recommends that the City Council approve the Master Plan Amendment application entitled “Wesley Homes Phase 5”, subject to conditions in the Resolution.

**CITY ATTORNEY FIRST DRAFT 12/01/2025**

**DRAFT RESOLUTION NO. 25-120**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** approving the Master Plan Amendment LUA2025-0026 application entitled "Wesley Homes Phase 5".

**WHEREAS,** pursuant to DMMC 18.95.070(2), major amendments to an approved master development plan shall be processed as a new master plan, and

**WHEREAS,** Patrick Kelly of AHBL, Inc. (the Applicant) has submitted an application for a master plan amendment for the redevelopment of the property located at 1122 South 216th Street, and

**WHEREAS,** the Master Plan Amendment application entitled "Wesley Homes Phase 5" is a major amendment to the Master Plan entitled "Wesley Homes Des Moines Campus" that was approved in 2015 under Resolution 1308, and

**WHEREAS,** a master plan is a Type IV land use action, which is a quasi-judicial or other nonlegislative decision by the City Council made after legally required opportunity for public comment, and

**WHEREAS,** an environmental checklist for the project was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines, and

**WHEREAS,** the SEPA official issued a Determination Non-Significance for the development, and

**WHEREAS,** pursuant to RCW 36.70B.200, a public hearing was held before the City Council on December 11, 2025, and all persons wishing to be heard were heard; now therefore,

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

**Sec. 1.** The following findings of fact are adopted by the Des Moines City Council:

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

(1) The Master Plan Amendment is consistent with the criteria required by DMMC 18.95.060, and

**Sec. 2. Approval.** The Master Plan Amendment application entitled "Wesley Homes Phase 5" is hereby approved by the Des Moines City Council.

**Sec. 3. Compliance with other law.** Nothing in this Resolution shall be construed as excusing the Applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this development other than as expressly set forth herein.

**Sec. 4. Distribution of resolution following City Council action.** Certified or conformed copies of this Resolution shall be delivered to the following:

- (1) City of Des Moines Community Development Department and Building Division; and
- (2) The Applicant; and
- (3) City Clerk of the City of Des Moines.

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

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

APPROVED AS TO FORM:

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

ATTEST:

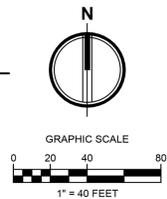
\_\_\_\_\_  
City Clerk

# Wesley Gardens

PORTIONS OF THE S.E. 1/4 AND THE N.E. 1/4  
SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M.  
KING COUNTY, WASHINGTON

### LEGEND

- NEW TREES
- EXISTING TREES TO REMAIN
- LANDSCAPE AREA
- UNHATCHED LANDSCAPE AREAS ARE UNDISTURBED



**PROJECT AREAS**

TOTAL AREA = 4.25 ACRES

EXISTING CONDITIONS  
 EXISTING BUILDING AREA = 1.57 ACRES  
 EXISTING IMPERVIOUS AREA (INCLUDING BUILDINGS) = 2.94 ACRES  
 EXISTING PERVIOUS AREAS = 1.31 ACRES

PROPOSED CONDITIONS  
 PROPOSED BUILDING AREA = 1.26 ACRES  
 PROPOSED IMPERVIOUS AREA (INCLUDING BUILDINGS) = 2.34 ACRES  
 PROPOSED PERVIOUS AREAS = 1.91 ACRES

TACOMA · SEATTLE · SPOKANE · TRI-CITIES

2215 North 30th Street, Suite 300, Tacoma, WA 98403  
 253.383.2422 TEL. 253.383.2572 FAX www.ahbl.com WEB

Project Title:  
**WESLEY DES MOINES  
 PHASE II  
 APARTMENTS**

Client:  
**WESLEY HOMES**

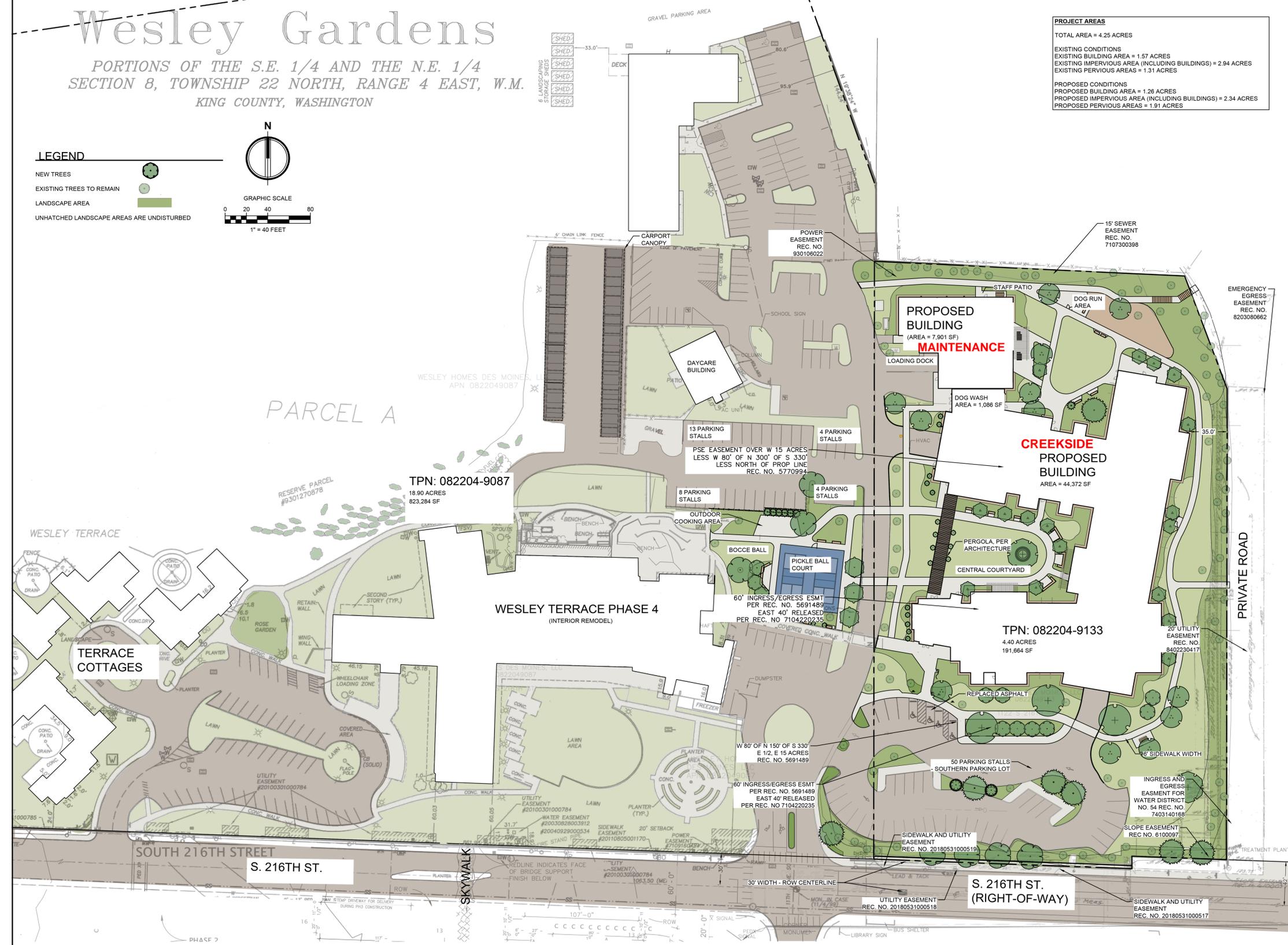
18000 72ND AVE S., SUITE 217  
 KENT, WA 98032-1035

Project No.  
 2250083.40

Issue Set & Date:  
**MASTERPLAN  
 AMENDMENT**  
 07/11/2025

**NOTICE**

ALTERATION OF THE PROJECT SHALL REQUIRE THE PROFESSIONAL SEAL AND SIGNATURE. REVISIONS OF THE DRAWINGS SHALL BE INDICATED BY NUMBER AND DATE. ONLY THE PROJECT ENGINEER IN THE TITLE BLOCK HAS THE AUTHORITY TO SIGN, SEAL, OR AMEND THIS PROJECT OR FOR ANY OTHER PROJECT.



- 25-10-13 RESPONSE TO CITY COMMENTS
- Revisions:

Sheet Title:  
**SITE PLAN**

Designed by: Drawn by: Checked by:

Sheet No.

# of # Sheets

DATE: November 20, 2025 FILENAME: \\ahbl.com\data\Projects\2025\225008340\_LAN\CAD\2250083.40-LH-SITE PLAN.dwg



October 14, 2025

To: City of Des Moines, Washington

From: Jill Krance, InSite Architects on behalf of  
Kevin Anderson  
Wesley Homes  
815 S 216<sup>th</sup> Street  
Des Moines, WA 98198

Re: **Phased Master Plan for Existing Wesley Homes Senior Housing Community**  
SEPA and Master Development Application – Project Narrative

### **Description and Phasing**

Wesley Homes is proposing a master plan amendment for the Des Moines campus, currently zoned I-C Institutional Campus Zone (DMMC 18.95). This Master Plan Amendment shall encompass portions of Parcel A, King County parcel # 0822049087 (18.67 acres), where the existing Terrace building and Terrace Cottages reside, and Parcel B, King County parcel # 0822049133 (4.25 acres), where the former Wesley Health Care Center is currently sitting vacant. These two parcels are located north of S. 216<sup>th</sup> Street. The Master Plan, originally approved on October 1, 2015 (Resolution #1308) also includes Parcel C (19.19 acres), or the multi-phased redevelopment (Phases 1-3) south of S. 216<sup>th</sup> Street, completed from 2015–2024. The total campus is approximately 42.11 acres, connected by a skywalk over S. 216<sup>th</sup> Street.

Currently, Wesley is continuing interior improvements to the Terrace building (Phase 4) with the building department. The phase proposed in this application, Phase 5, primarily involves razing the former Health Care Center and replacing it with a new 106-unit Group R-2 Independent Living Housing building named Creekside. This building will remain on the same parcel as the Health Care Center in much the same position as the existing structure. The site access from S. 216<sup>th</sup> Street will remain the same, as will the south surface parking area, with some improvements to enhance accessibility and landscape walkways. The main private drive and fire lane on the west, leading to the north end of the site will also remain unchanged.

The building is planned to be a total of five stories - one story on-grade garage of Type 1A construction with four stories of Type VA wood above to a maximum height of 65 feet. The setback is set at 35' per DMMC 18.95.080(3). The gross square footage of the residential portions of the building is 160,699 SF. This includes all indoor resident amenity areas. Recreation square footage is documented on sheet one of the Wesley Homes Site Plan (resubmitted as revised). Also included in the building footprint is the parking garage providing 106 parking spaces, a total of 45,031 SF. On the north end of the site is also a proposed one story 7,909 SF maintenance building. The total building coverage is 52,273 SF. The total area of impervious surfaces is 55%, a reduction of 0.60 acres from the existing conditions.

The proposed site improvements include 106,658 SF of total additional landscaping, including recreational and parking lot areas. This also includes 110 new trees. The landscaping plan contains further details. Part of this planned Phase V is to convert a portion of existing parking

on parcel # 0822049087 into further recreational amenities including pickleball and bocce ball courts. This will not reduce parking counts to below that required by DMMC 18.95.210.090. A complete parking count table was included in the original submittal Design Review narrative (Submittal item #2).

There are no off-site improvements associated with this phase of the Wesley Homes Master Plan.

At the north end of the existing HCC building is Wesley's maintenance and laundry area, along with some other "back-of-house" employee areas, many of which moved over to the new Health Care Center when it was completed last year. Part of this new building will reuse the footprint of the former building to create a new, more energy-efficient maintenance and laundry area for Wesley staff while also retaining the loading and dock area. Ideally, utility connections and the concrete slab can be left intact while the rest of the building is rebuilt to today's standards.

During the construction of this building, the contractor will need space to store and protect materials. The team thought securing materials in the existing carports would work well, provided we built new carports for residents. As part of this permitting process, we are also proposing a new carport structure. See Site Plan, and Geotechnical report for details on the proposed carport. As an early Phase 5 task, Wesley proposes installing new steel carports over the existing parking lot on the north side of the Terrace building. Parking counts shall remain the same; however, (4) EV chargers will be added as part of the improvements.

The last known phase at this time is Phase 6: Improvements to the exterior of the Terrace building. The timing of this phase is unknown, but the intent will be to upgrade the railings to be code-compliant and to perform routine exterior maintenance while also enhancing the building exterior to "fit" in with the rest of the campus design.

When complete, the breakdown of housing on this campus, including preserved and new housing units are shown below:

NAME	UNIT TYPE & COUNT				TOTALS
	IL	AL	MC	SNF	
Gardens Cottages (PH1, 2, 3)	43				
Brownstones (PH1)	24				
Gardens Bldg (PH1, 2, 3)	169				
Terrace (THRU PH4)	145				
Creekside (PH5)	106				
Terrace Cottages (EXISTING)	10				
Gardens (PH3)		50			
Gardens (PH3)			26		
SNF (PH3)				72	
<b>TOTALS:</b>	<b>497</b>	<b>50</b>	<b>26</b>	<b>72</b>	<b>645</b>

**Comprehensive Plan policies:**

This proposal is supported by the following Des Moines Comprehensive Plan goals and policies:

**Goal HOU 2:** Encourage and support a variety of housing opportunities for those with special needs, particularly those with challenges related to age, health, or disability. This proposed development provides for 106 independent living units for older adults. One of the advantages of being on a larger Master Plan institutional campus is the ability for residents of these units to access all of the recreational and health-care related amenities located on the larger campus. It is the expectation that those who choose to reside at Wesley Homes will have the ability to age in place, and longer-term health needs may be addressed on-site.

**HOU 4.4:** Provide design guidelines that encourage flexibility in housing types while ensuring compatibility of housing with the surrounding neighborhood. The redevelopment of the Wesley Homes campus is an example of the city fulfilling the intent of this policy. It increases the number of units, while retaining some older existing building and site amenities, and decreasing or maintaining the percentage of impervious surfaces. The larger master plan development has added several different housing types, from cottages, garden apartments, to more traditional multifamily buildings, such as the one proposed with this application. Because of the large and long-term presence of the Wesley Homes campus, the surrounding neighborhood has grown to reflect the design of the campus.

The land uses to the west and southwest are Phases 1-4 of the Wesley Homes Master Plan. To the east is a low-rise multifamily building, with a general scale, site design and site amenities similar to the proposed building. The Creekside building represents an incremental increase in density. The west side of the site includes a private access road and an approximately 35' landscaped buffer at the narrowest point to maintain privacy for both housing developments. To the north is a sloped area leading to Des Moines Creek and a water treatment facility. The natural slope, and the wooded area are expected to provide sufficient buffering. To the south, across S 216th St are civic buildings such as the Des Moines branch of the King County library system. There are no compatibility issues between multifamily housing and public libraries.

#### **Off-Site Environmental Impacts:**

A SEPA environmental checklist was included as item #7 in the submittal package. It documents the potential environmental impacts of the proposed development. There are no critical areas on-site. However, there is a known slope north of the site leading to Des Moines Creek. Both the site and building have been designed to avoid impacts to the off-site critical areas. The development will comply with all applicable city, county, state and federal environmental regulations.

The SEPA MDNS for the Master Plan (LUA2015-0035), issued by the City on August 28, 2015, lists three mitigation requirements.

- 1. Should a net increase in demand for public services be created by the project, Wesley Homes shall enter into a separate agreement with the City of Des Moines to mitigate the impacts on public services. This agreement shall be approved by Wesley Homes and the City a minimum of 5 months prior to the City issuance of the Certificate of Occupancy.**

The applicant will coordinate with the city on the appropriateness of a public services agreement for this phase of the project.

2. A Traffic Impact Memo shall be prepared for each phase acknowledging the net traffic trip changes and traffic distribution patterns per phase in case the overall project stalls short of completing the entire Master Plan.

A Trip Generation Memo was produced by TENW on June 9, 2025, and included as submittal item #8 (1 of 2) for this application. The memo concluded that the proposed Phase 5 development "will result in an increase of less than 30 trips during the weekday AM and PM peak hours." There is not expected to be an adverse increase or alteration in traffic-generation. One feature of the Master Plan campus is the availability of recreation, food service, health care, and community activities on-site, resulting in a reduced need for automobile-based transportation to off-site destinations for these services.

**3. The Master Plan Technical Information Report (TIR) shall be amended for each phase of the development to assure that each phase complies with the drainage conditions/requirements. The conditions/ requirements for this project are vested for phases constructed prior to January 1, 2022.**

A Surface Water Technical Information Report prepared by AHBL, Inc. in July of 2025 was submitted as item #9 of this application. The report provides new analysis specifically of the 4.25-acre site on parcel #0822049133. This is in addition to drainage reports provided for phases 1 through 4 of the project. The "Creekside" site in Phase 5 will comply with the guidelines set forth in the 2021 King County Surface Water Design Manual, as well as with water quality regulations and NPDES permitting requirements.

Please feel free to contact me, or Kevin Anderson at Wesley, if you have any questions during your review.

Sincerely,

**in-site architects**

A handwritten signature in black ink that reads "Jill D. Krance". The signature is fluid and cursive.

Jill D. Krance, AIA, LEED AP  
Partner  
Direct: 952-412-5546

Cc: Kevin Anderson, Wesley Homes  
Steve Nornes, Senior Housing Partners



## DETERMINATION OF NONSIGNIFICANCE

**Description of proposal:** The senior living community of Wesley Homes is proposing a master plan amendment to allow for a 106-unit group R-2 independent living housing building, a smaller maintenance building, and other site improvements such as parking, recreation areas, and landscaping. The new buildings will be at a maximum height of 65 feet with a total footprint of approximately 52,300 square feet.

**Proponent:** Patrick Kelly, AHBL

**Location of proposal, including street address, if any:** 1122 S 216th St, Des Moines (King County parcels 0822049133 and 0822049087)

**Project File No:** LUA2025-0026

**Lead Agency:** City of Des Moines

The City of Des Moines has determined that the above-described proposal does not have a probable significant adverse impact on the environment. An environmental impact statement (EIS) is not required under RCW 43.21C.030(2)(c). This decision was made after review of a completed environmental checklist and other information on file with the lead agency. This information is available to the public on request.

Written comments concerning the DNS may be submitted to the Des Moines Planning, Building, and Public Works Department, located at 21630 11<sup>th</sup> Avenue South, Suite D, Des Moines, WA 98198, by **December 9, 2025**. Comments should discuss specific environmental issues associated with this proposal and identify how the DNS does or does not address those issues.

**Responsible Official:**

Rebecca Deming

**Position/Title:**

Community Development Director & SEPA Official  
21650 11th Avenue South, Suite D  
Des Moines, WA 98198

November 24, 2025

(Date)



(Signature)

**Project Contact:**

Jason Woycke, AICP – Senior Planner  
Phone 206-870-6551; Email Address: [jwoycke@desmoineswa.gov](mailto:jwoycke@desmoineswa.gov)

**APPEAL:** The DNS appeal period runs concurrently with the master plan appeal period (the underlying governmental action), consistent with a Type IV decision, and as such, the final decision would be appealable to the Superior Court for King County, Chapter 36.70C RCW, as set forth in DMMC 18.20.190 and 18.20.290.



# **SEPA Environmental Checklist**

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## **Purpose of checklist**

Governmental agencies use this checklist to help determine whether the environmental impacts of your proposal are significant. This information is also helpful to determine if available avoidance, minimization, or compensatory mitigation measures will address the probable significant impacts or if an environmental impact statement will be prepared to further analyze the proposal.

## **Instructions for applicants**

This environmental checklist asks you to describe some basic information about your proposal. Please answer each question accurately and carefully, to the best of your knowledge. You may need to consult with an agency specialist or private consultant for some questions. **You may use “not applicable” or “does not apply” only when you can explain why it does not apply and not when the answer is unknown.** You may also attach or incorporate by reference additional studies reports. Complete and accurate answers to these questions often avoid delays with the SEPA process as well as later in the decision-making process.

The checklist questions apply to **all parts of your proposal**, even if you plan to do them over a period of time or on different parcels of land. Attach any additional information that will help describe your proposal or its environmental effects. The agency to which you submit this checklist may ask you to explain your answers or provide additional information reasonably related to determining if there may be significant adverse impact.

## **Instructions for lead agencies**

Please adjust the format of this template as needed. Additional information may be necessary to evaluate the existing environment, all interrelated aspects of the proposal and an analysis of adverse impacts. The checklist is considered the first but not necessarily the only source of information needed to make an adequate threshold determination. Once a threshold determination is made, the lead agency is responsible for the completeness and accuracy of the checklist and other supporting documents.

## **Use of checklist for nonproject proposals**

For nonproject proposals (such as ordinances, regulations, plans and programs), complete the applicable parts of sections A and B, plus the Supplemental Sheet for Nonproject Actions (Part D). Please completely answer all questions that apply and note that the words "project," "applicant," and "property or site" should be read as "proposal," "proponent," and "affected geographic area," respectively. The lead agency may exclude (for non-projects) questions in “Part B: Environmental Elements” that do not contribute meaningfully to the analysis of the proposal.

## A. Background

**1. Name of proposed project, if applicable:**

Wesley Homes Des Moines, Creekside Apartments

Wesley Homes Phase V  
LUA2025-0026

**2. Name of applicant:**

Applicant: Kevin Anderson  
Wesley Homes  
816 South 216<sup>th</sup> Street  
Des Moines, WA 98198  
(206) 870-1100

**3. Address and phone number of applicant and contact person:**

Contact: Patrick Kelly, AICP  
AHBL, Inc.  
2215 N 30<sup>th</sup> Street  
Tacoma, WA 98403  
(253) 284-0243

**4. Date checklist prepared:**

June 18, 2025

**5. Agency requesting checklist:**

City of Des Moines

**6. Proposed timing of schedule (including phasing, if applicable):**

This is a proposal to add a 4.25-acre parcel to an existing 18.67-acre master plan parcel for development as senior housing. The existing master plan was approved in 2015 and is currently nearing completion of the build out. Construction on the subject additional parcel is expected to begin in mid-March of 2026. Completion of the Creekside housing units proposed with this project constitutes the final phase of redevelopment of the Wesley Homes master plan campus.

**7. Do you have any plans for future additions, expansion, or further activity related to or connected with this proposal? If yes, explain.**

There are no plans for further additions, expansion, or further activity associated with this project.

**8. List any environmental information you know about that has been prepared, or will be prepared, directly related to this proposal.**

Traffic Impact Memo  
Geotechnical Report  
Landscape Plan

SEPA Environmental checklist  
(WAC 197-11-960)

September 2023

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**9. Do you know whether applications are pending for governmental approvals of other proposals directly affecting the property covered by your proposal? If yes, explain.**

SEPA Environmental Review

We are not aware of any other applications pending government approval in beyond the proposed master plan amendment.

**10. List any government approvals or permits that will be needed for your proposal, if known.**

Master Plan Amendment review

Design Review  
Critical Areas Review  
SEPA Review  
CPTED Review  
Clearing & Grading  
Permit  
Demolition Permit  
Building Permits  
Sign Permits

**11. Give brief, complete description of your proposal, including the proposed uses and the size of the project and site. There are several questions later in this checklist that ask you to describe certain aspects of your proposal. You do not need to repeat those answers on this page. (Lead agencies may modify this form to include additional specific information on project description.)**

This proposal is to add a 4.25-acre parcel located at 1122 S. 216<sup>th</sup> Street to an 18.67-acre master planned development parcel at 815 S 216<sup>th</sup> Street in Des Moines. The 4.25-acre parcel is located on the north side of S 216<sup>th</sup> Street, across the street from the larger parcel. The ongoing development (Phase I-III) on the south side of S 216<sup>th</sup> Street is the redevelopment of a senior and assisted living community, which when fully complete will contain 645 senior housing units and associated residential amenities, including access to health care. The total campus is approximately 42.11 acres and is connected by a skywalk over S. 216<sup>th</sup> Street.

Phase IV includes improvements to the “Terrace Building” a six-story multifamily building, constructed in 1961 and sited on Parcel A.

Phase V includes demolition of the former Health Care Center, a vacant, one-story 148-bed nursing home originally built in 1971. The site is proposed to be cleared with the exception of an existing surface parking area on the south side of the site, adjacent to S 216<sup>th</sup> Street.

The existing development is proposed to be replaced with an additional 106 senior independent living units, which is described in this checklist. The proposed building is a five-story structure with a footprint of approximately 44,766 square feet, including covered parking on one level and four stories of living space. The total building square footage for the proposal is approximately 213,539 square feet. A small amount of site work will also occur on approximately 37,000SF of the adjacent parcel 0822049087, including development of new recreational facilities and changes in existing parking including replacing garages with carports.

**12. Location of the proposal. Give sufficient information for a person to understand the precise location of your proposed project, including a street address, if any, and section, township, and range, if known. If a proposal would occur over a range of area, provide the**

range or boundaries of the site(s). Provide a legal description, site plan, vicinity map, and topographic map, if reasonably available. While you should submit any plans required by the agency, you are not required to duplicate maps or detailed plans submitted with any permit applications related to this checklist.

The proposal is located at 1122 S 216<sup>th</sup> Street Des Moines, WA 98198.

**Parcel Numbers:** 0822049133 and portions of 0822049087

**Legal Description:** E HALF E 15 ACRES SW QTR NE QTR STR 08-22-04 LESS W 80 FT OF S 330 FT THOF; LESS POR THOF LY WITHIN FOLG DESC TRACT: COMM AT CENTER OF NE QTR SD SEC 8 TH S 00-13-23 W 747.43 FT TH N 87-15-32 W 242.48 FT TH N 00-03-29 E 749.98 FT TH S 86-39-35 E 242.60 FT ALG N LINE SW QTR NE QTR SD SEC TO POB; LESS POR THOF IF ANY LY WITHIN W HALF E 15 ACRES SW QTR NE QTR SD SEC 8; LESS S 30 FT OF REMAINDER LY WITHIN S 216TH ST TGW POR SW QTR SE QTR NE QTR STR 08-22-04 DAF: BEG AT POINT ON W LINE SD SW QTR WHICH IS N 00-03-23 E 42.03 FT FR SW COR THOF (SD POINT LYING ON N MGN S 216TH ST) TH N 00-03-23 E ALG SD W LINE OF SD SUBD 556.67 FT TH S 87-15-32 E PLL WITH N LINE SD SW QTR DIST 48.75 FT POR TAXABLE PER DOR# 03105-001 RCW 84.36

## B.Environmental Elements

### 1. Earth

**a. General description of the site:**

Circle or highlight one: Flat, rolling, hilly, steep slopes, mountainous, other:

**b. What is the steepest slope on the site (approximate percent slope)?**

Approximately 5%

**c. What general types of soils are found on the site (for example, clay, sand, gravel, peat, muck)? If you know the classification of agricultural soils, specify them, and note any agricultural land of long-term commercial significance and whether the proposal results in removing any of these soils.**

According to the USDA's Web Soil Survey, the site consists primarily of Alderwood gravelly sandy loam and Indianola Loamy sand. The site is previously developed, and fill material is present.

**d. Are there surface indications or history of unstable soils in the immediate vicinity? If so, describe.**

There are no indications of unstable soils in the immediate vicinity. However, the northern third portion of the site is indicated by the King County iMap GIS to be an erosion hazard area.

Not an erosion and landslide hazard area per the submitted geotechnical report.

**e. Describe the purpose, type, total area, and approximate quantities and total affected area of any filling, excavation, and grading proposed. Indicate source of fill.**

The total amount of cut is approximately 5,000 cubic yards (CY), and the fill is 6,500 CY for a net fill of 1,500 CY. Fill will be sourced from a City of Des Moines approved site.

**f. Could erosion occur because of clearing, construction, or use? If so, generally describe.**

Erosion could occur during construction activities associated with grading and filling. To minimize potential erosion impacts, temporary erosion procedures and best management will be deployed.

**g. About what percent of the site will be covered with impervious surfaces after project construction (for example, asphalt or buildings)?**

Approximately 55 percent (2.34 acres) are proposed to be covered with impervious surfaces.

**h. Proposed measures to reduce or control erosion, or other impacts to the earth, if any.**

During construction, temporary erosion and sediment controls will be used to ensure earthwork does not cause any erosion impacts. A Temporary Erosion Sediment Control Plan (TESC) will be submitted as part of the grading/ site development permit application.

Site work to comply with King County Surface Water Design Manual and King County Stormwater Pollution Prevention Manual adopted by DMMC 11.08.060

## 2. Air

**a. What types of emissions to the air would result from the proposal during construction, operation, and maintenance when the project is completed? If any, generally describe and give approximate quantities if known.**

Construction activities have the potential to create temporary dust emissions during earth-moving activities and exhaust emissions due to the combustion of gasoline and diesel fuels. Dust and exhaust emissions are expected to be localized and temporary.

There may be a moderate increase in vehicle emissions due to the units being independent living, and the occupants having the capability to drive vehicles, whereas the prior nursing home residents did not drive.

DMMC 14.01.100 limits "Hours of Construction" to 7:00 AM - 7:00 PM Monday - Friday and 8:00 AM - 5:00 PM Saturdays, Sundays, and Legal Holidays

**b. Are there any off-site sources of emissions or odor that may affect your proposal? If so, generally describe.**

Off-site sources of emissions include vehicular traffic from S 216<sup>th</sup> Street, which is classified by WSDOT as an Urban Minor Arterial. These emissions are not expected to affect the proposal.

**c. Proposed measures to reduce or control emissions or other impacts to air, if any:**

During construction, temporary measures will be applied, such as limiting the idling of construction equipment, limiting vehicle speeds, and water sprays to control dust, when necessary.

## 3. Water

**a. Surface:**

**1. Is there any surface water body on or in the immediate vicinity of the site (including year-round and seasonal streams, saltwater, lakes, ponds, wetlands)? If**

**yes, describe type and provide names. If appropriate, state what stream or river it flows into.**

Des Moines Creek runs approximately 400 feet from the north edge of the parcel. This is a fish bearing stream. A small forested/ shrub wetland has also been identified on an adjacent Wesley Homes parcel, approximately 500 feet to the west of the site.

- 2. Will the project require any work over, in, or adjacent to (within 200 feet) the described waters? If yes, please describe and attach available plans.**

No work will be required in, over or within 200 feet of the described waters.

- 3. Estimate the amount of fill and dredge material that would be placed in or removed from surface water or wetlands and indicate the area of the site that would be affected. Indicate the source of fill material.**

No fill or dredge materials will be removed from surface waters or wetlands.

- 4. Will the proposal require surface water withdrawals or diversions? Give a general description, purpose, and approximate quantities if known.**

No surface water withdrawals or diversions would occur.

- 5. Does the proposal lie within a 100-year floodplain? If so, note location on the site plan.**

The proposed site does not lie within a 100-year floodplain according to King County's iMap GIS tool. The site is within FEMA FIRM panel 53033C0962G.

- 6. Does the proposal involve any discharges of waste materials to surface waters? If so, describe the type of waste and anticipated volume of discharge.**

No waste materials will be discharged to surface waters as a part of this project.

**b. Ground:**

- 1. Will groundwater be withdrawn from a well for drinking water or other purposes? If so, give a general description of the well, proposed uses and approximate quantities withdrawn from the well. Will water be discharged to groundwater? Give a general description, purpose, and approximate quantities if known.**

No groundwater will be withdrawn from a well.

- 2. Describe waste material that will be discharged into the ground from septic tanks or other sources, if any (domestic sewage; industrial, containing the following chemicals...; agricultural; etc.). Describe the general size of the system, the number of such systems, the number of houses to be served (if applicable), or the number of animals or humans the system(s) are expected to serve.**

No waste materials will be discharged into the ground. All dwelling units will be connected to the existing sanitary sewer provided by Midway Sewer District.

**c. Water Runoff (including stormwater):**

- 1. Describe the source of runoff (including storm water) and method of collection and disposal, if any (include quantities, if known). Where will this water flow? Will this water flow into other waters? If so, describe.**

Source of runoff will be stormwater from building rooftops and pavement. Runoff from the site will be directed to an existing 36-inch CMP detention pipe in the southern parking lot. This detention system will provide both flow control and treatment before discharging to Des Moines Creek. The stormwater ultimately flows into Des Moines Creek to the north of the site, in compliance with the King County Stormwater Pollution Prevention Manual, as adopted by Des Moines and codified in DMMC 11.08.060.

- 2. Could waste materials enter ground or surface waters? If so, generally describe.**

Waste materials are not expected to enter ground or surface waters as a result of this proposal.

The site is in a critical aquifer recharge area per the City's critical areas maps.

- 3. Does the proposal alter or otherwise affect drainage patterns in the vicinity of the site? If so, describe.**

The redevelopment of the site is not anticipated to alter or affect drainage patterns in the vicinity of the site. A stormwater drainage system will be designed according to current City of Des Moines standards and constructed to collect and route stormwater generated from the site.

**d. Proposed measures to reduce or control surface, ground, and runoff water, and drainage pattern impacts, if any:**

All stormwater infrastructure will be compliant with local and regional regulations. No additional measures are proposed.

**4. Plants**

**a. Check the types of vegetation found on the site:**

- deciduous tree: alder, maple, aspen, other**
- evergreen tree: fir, cedar, pine, other**
- shrubs**
- grass**
- pasture**
- crop or grain**
- orchards, vineyards, or other permanent crops.**
- wet soil plants: cattail, buttercup, bullrush, skunk cabbage, other**

**water plants: water lily, eelgrass, milfoil, other**

**other types of vegetation**

**b. What kind and amount of vegetation will be removed or altered?**

The site is largely developed, and some existing landscaping will be removed to allow for new development. The site will be landscaped in accordance with Des Moines landscape requirements. A landscape plan will be submitted as part of the application.

**c. List threatened and endangered species known to be on or near the site.**

There are no known threatened or endangered plant species on or near the site. The site has been previously landscaped.

**d. Proposed landscaping, use of native plants, or other measures to preserve or enhance vegetation on the site, if any.**

New landscaping will be designed in accordance with the landscaping provisions in DMMC 18.195. 18 trees will be removed, while 110 are provided in this proposal.

**e. List all noxious weeds and invasive species known to be on or near the site.**

King County iMap does not identify any noxious weeds on-site.

## 5. Animals

**a. List any birds and other animals that have been observed on or near the site or are known to be on or near the site.**

Examples include:

- **Birds:** hawk, heron, eagle, songbirds, other:
- **Mammals:** deer, bear, elk, beaver, other:
- **Fish:** bass, salmon, trout, herring, shellfish, other:

This site is a developed, urban location. Small rodents and birds commonly found in the City of Des Moines may be found on-site.

**b. List any threatened and endangered species known to be on or near the site.**

There are no known threatened or endangered species on site, according to the Washington State Department of Fish and Wildlife. The Des Moines Creek corridor approximately 400 feet from the north end of the site is known to be a Biodiversity area and corridor and salmon spawning stream. No effects to that area are expected.

**c. Is the site part of a migration route? If so, explain.**

[See attached City comments](#)

Yes, the site is part of the Pacific Flyway migration route.

**d. Proposed measures to preserve or enhance wildlife, if any.**

No effects are expected, and as such no measures are proposed.

- e. **List any invasive animal species known to be on or near the site.**

No invasive animal species are known to be on site.

## 6. Energy and natural resources

- a. **What kinds of energy (electric, natural gas, oil, wood stove, solar) will be used to meet the completed project's energy needs? Describe whether it will be used for heating, manufacturing, etc.**

Electricity and natural gas will be used for lighting and heating respectively. Both are supplied by Puget Sound Energy.

- b. **Would your project affect the potential use of solar energy by adjacent properties? If so, generally describe.**

No, the project will not affect the potential use of solar energy by adjacent properties.

- c. **What kinds of energy conservation features are included in the plans of this proposal? List other proposed measures to reduce or control energy impacts, if any.**

The buildings will be designed and built in alignment with current building and energy codes. Where possible, energy efficient equipment, and water conserving fixtures will be used to meet or exceed energy code requirements.

## 7. Environmental health

- a. **Are there any environmental health hazards, including exposure to toxic chemicals, risk of fire and explosion, spill, or hazardous waste, that could occur because of this proposal? If so, describe.**

No environmental health hazards are expected as a result of this proposal.

1. **Describe any known or possible contamination at the site from present or past uses.**

The existing building was constructed in 1971. Lead, mercury, or asbestos could be present as a result of the building practices of that time period. All pertinent regulations will be followed in the case hazardous materials are found to exist.

According to the Department of Ecology's "What's in My Neighborhood" mapping tool there are no cleanup activities associated with the site.

2. **Describe existing hazardous chemicals/conditions that might affect project development and design. This includes underground hazardous liquid and gas transmission pipelines located within the project area and in the vicinity.**

According to the National Pipeline Mapping system GIS platform, there are no pipelines located within the project area or vicinity. The site is within the 20-40 ppm category of the Tacoma Smelter Plume area, which is a low level.

**3. Describe any toxic or hazardous chemicals that might be stored, used, or produced during the project's development or construction, or at any time during the operating life of the project.**

The only toxic or hazardous chemicals that might be stored, used, or produced at the project site are those associated with construction.

**4. Describe special emergency services that might be required.**

Other than fire, police, and medical services already available in the area, no other special emergency services are anticipated.

**5. Proposed measures to reduce or control environmental health hazards, if any.**

No specific measures proposed outside of complying with all pertinent regulatory guidelines.

**b. Noise**

**1. What types of noise exist in the area which may affect your project (for example: traffic, equipment, operation, other)?**

Noise associated with typical suburban activities and traffic are anticipated. Sea-Tac airport is about two miles away and results in some additional ambient noise.

**2. What types and levels of noise would be created by or associated with the project on a short-term or a long-term basis (for example: traffic, construction, operation, other)? Indicate what hours noise would come from the site)?**

During the construction phase, construction traffic, excavators, and use of hand and power tools for construction would result in short-term noise during the hours of 7:00 a.m. to 7:00 p.m. Monday through Friday, as limited by DMMC 14.01.100.

Upon the completion of the project, noise levels would return to the level associated with a residential development.

**3. Proposed measures to reduce or control noise impacts, if any:**

Construction will only occur during allowable hours, and equipment will be appropriately maintained. No other specific measures are proposed.

DMMC 14.01.100 limits "Hours of Construction" to 7:00 AM - 7:00 PM Monday - Friday and 8:00 AM - 5:00 PM Saturdays, Sundays, and Legal Holidays

**8. Land and shoreline use**

**a. What is the current use of the site and adjacent properties? Will the proposal affect current land uses on nearby or adjacent properties? If so, describe.**

The site was developed by Wesley Homes as a nursing home in 1971 with 148 beds. It was closed and vacated in 2024 in preparation for redevelopment as the final phase in the larger Wesley Homes master planned community. Wesley Homes has owned and operated this site since 1984, and the site is being redeveloped in response to current market demand.

- b. Has the project site been used as working farmlands or working forest lands? If so, describe. How much agricultural or forest land of long-term commercial significance will be converted to other uses because of the proposal, if any? If resource lands have not been designated, how many acres in farmland or forest land tax status will be converted to nonfarm or nonforest use?**

No, the site has not been used for agricultural or forest land.

- 1. Will the proposal affect or be affected by surrounding working farm or forest land normal business operations, such as oversize equipment access, the application of pesticides, tilling, and harvesting? If so, how?**

No, the proposal will not affect or be affected by surrounding farm or forest land.

- c. Describe any structures on the site.**

Currently there is a one-story nursing home on the site. According to tax assessor information, the building is 70,650 SF and wood framed. There is associated parking and landscaping on-site as well.

- d. Will any structures be demolished? If so, what?**

Yes, the building will be demolished. The parking lot on the south side of the parcel will remain.

- e. What is the current zoning classification of the site?**

The site is currently zoned I-C: Institutional Campus. The entirety of the Master planned community is located within this zone.

- f. What is the current comprehensive plan designation of the site?**

The comprehensive plan designation aligns with the zoning of IC- Institutional Campus.

- g. If applicable, what is the current shoreline master program designation of the site?**

The site is not within a shoreline designation area.

- h. Has any part of the site been classified as a critical area by the city or county? If so, specify.**

King County identifies the north part of the site as being an erosion hazard zone, due to steeper slopes. The site is also within a five-year wellhead protection zone.

- i. Approximately how many people would reside or work in the completed project?**

When completed, the 4.25-acre site will have 106 dwelling units. This could be expected to house between 106 and 212 people. Approximately seven full-time employees will work at this location upon completion of construction.

- j. Approximately how many people would the completed project displace?**

The site is currently vacant. No residents will be displaced.

**k. Proposed measures to avoid or reduce displacement impacts, if any.**

No displacement expected, so no measures are proposed.

**l. Proposed measures to ensure the proposal is compatible with existing and projected land uses and plans, if any.**

This development is an allowable use in the I-C zone and designed to meet all City of Des Moines development regulations. The new use will be similar to the previous use. Surrounding land uses include multifamily housing to the east, public buildings, such as a library and Des Moines City hall to the south. To the west is the existing master planned Wesley Homes community and are compatible with the proposed use. To the north is a wastewater treatment plant, which is buffered from the proposal by dense foliage and a small ravine.

**m. Proposed measures to reduce or control impacts to agricultural and forest lands of long-term commercial significance, if any:**

There are no agricultural or forest lands on or near the site; therefore, no impacts are expected, so no measures are proposed.

## 9. Housing

**a. Approximately how many units would be provided, if any? Indicate whether high, middle, or low-income housing.**

This project provides 106 middle- to high-income housing units for seniors.

**b. Approximately how many units, if any, would be eliminated? Indicate whether high, middle, or low-income housing.**

The 148 nursing home beds have been moved into other structures within the Wesley Homes planned community, therefore there is no net housing loss.

**c. Proposed measures to reduce or control housing impacts, if any:**

The previous residents have been relocated; no other measures are proposed.

## 10. Aesthetics

**a. What is the tallest height of any proposed structure(s), not including antennas; what is the principal exterior building material(s) proposed?**

The building is the tallest structure at a maximum of 65 feet.

**b. What views in the immediate vicinity would be altered or obstructed?**

No views will be obstructed.

**c. Proposed measures to reduce or control aesthetic impacts, if any:**

The site is designed to be in compliance with Des Moines development codes for the I-C Institutional Campus zone as described in DMMC 18.95, DMMC 18.235 Design Review,

and 18.195, Landscaping and Screening. No other measures are proposed, as the buildings will be visually compatible with surrounding uses.

Project is reviewed for compliance with chapter 18.235 DMMC - Design Review and chapter 18.95 DMMC - I-C Institutional Campus Zone

## 11. Light and glare

**a. What type of light or glare will the proposal produce? What time of day would it mainly occur?**

Light and glare would be primarily from vehicle headlights, traffic along the arterial, and residential lighting after sunset. Parking lot lighting will be in place, and will be directed downward to minimize glare.

**b. Could light or glare from the finished project be a safety hazard or interfere with views?**

Light and glare produced by the finished development is not anticipated to create any hazards or interfere with views.

**c. What existing off-site sources of light or glare may affect your proposal?**

Existing light and glare from vehicles and residential sources would be the off-site source but are not anticipated to affect the proposal.

**d. Proposed measures to reduce or control light and glare impacts, if any:**

The use of interior and perimeter landscaping will help shield light and glare that may be produced by the project. Parking lot lighting will be designed to avoid undue glare or reflection on adjoining premises and streets as prescribed in DMMC 18.210.180. Other exterior lighting will be shielded and restrained in design in compliance with 18.235.100(3)(h).

Exterior lighting to comply with applicable FAA standards

## 12. Recreation

**a. What designated and informal recreational opportunities are in the immediate vicinity?**

The Des Moines Creek trail is about 0.5 miles to the northwest of the site. There is a City park about 0.25 miles to the south of the site.

This planned community will include recreational opportunities and other amenities on the larger Wesley Homes campus.

**b. Would the proposed project displace any existing recreational uses? If so, describe.**

No, the project will not displace any existing recreational uses.

**c. Proposed measures to reduce or control impacts on recreation, including recreation opportunities to be provided by the project or applicant, if any:**

No specific measures are proposed as no impacts are expected.

### 13. Historic and cultural preservation

- a. **Are there any buildings, structures, or sites, located on or near the site that are over 45 years old listed in or eligible for listing in national, state, or local preservation registers? If so, specifically describe.**

There are two multifamily buildings on adjacent Wesley Homes parcels that were deemed eligible for listing on a historic register: *the Gardens* built in 1953, and *the Terrace* built in 1961. These were preserved as part of the redevelopment that occurred during the earlier phases of this master planned community.

- b. **Are there any landmarks, features, or other evidence of Indian or historic use or occupation? This may include human burials or old cemeteries. Are there any material evidence, artifacts, or areas of cultural importance on or near the site? Please list any professional studies conducted at the site to identify such resources.**

Although there no known archaeological sites on this fully developed parcel, the Department of Archaeology and Historic Preservation's (DAHP) risk assessment model mapping tool indicates that this site is within an area of "High Risk" for archaeological findings.

- c. **Describe the methods used to assess the potential impacts to cultural and historic resources on or near the project site. Examples include consultation with tribes and the department of archeology and historic preservation, archaeological surveys, historic maps, GIS data, etc.**

DAHP's WISAARD Mapping platform has been used to assess these potential impacts.

- d. **Proposed measures to avoid, minimize, or compensate for loss, changes to, and disturbance to resources. Please include plans for the above and any permits that may be required.**

An inadvertent discovery protocol will be in place in the case that any artifacts or sites are uncovered.

### 14. Transportation

- a. **Identify public streets and highways serving the site or affected geographic area and describe proposed access to the existing street system. Show on site plans, if any.**

The site is located along South 216<sup>th</sup> Street and 11<sup>th</sup> Ave South. Currently the site is served by a two-way driveway from 11<sup>th</sup> Avenue South. A secondary access point/loading zone is located on 11<sup>th</sup> Avenue towards the rear (north) end of the site. Both access points will remain, although additional parking will be added under the dwelling

units in the center of the site, that will necessitate a secondary driveway to access parking.

There are several walking pathways that serve the site as well as additional amenities available to residents on the opposite (west) side of 11<sup>th</sup> Ave. South.

**b. Is the site or affected geographic area currently served by public transit? If so, generally describe. If not, what is the approximate distance to the nearest transit stop?**

Yes, there is public transit available.

- King County Metro **route 156** with service from Highline College to Southcenter/ Tukwila Transit Center and runs about every 30 minutes. The stop is at the corner of 11<sup>th</sup> Avenue South and South 216<sup>th</sup> Street.
- King County Metro **DART route 635** with service from Angle Lake Station to the Des Moines Marina district and runs about every 30 minutes until early evening. The bus stop is at the corner of 11<sup>th</sup> Avenue South and South 216<sup>th</sup> Street.
- King County Metro **route 165** serving Auburn, Kent, Des Moines, Normandy Park and Burien and runs about every 20 minutes. The stop is about 0.4 miles away and located where S 216<sup>th</sup> meets Marine View Drive S.
- Several other bus routes run along the I-5 corridor adjacent to Des Moines including Sound Transit bus route 574, Metro routes 177, and 193X.

**c. Will the proposal require any new or improvements to existing roads, streets, pedestrian, bicycle, or state transportation facilities, not including driveways? If so, generally describe (indicate whether public or private).**

The project does not require any improvements to existing roads, bicycle or transportation infrastructure.

**d. Will the project or proposal use (or occur in the immediate vicinity of) water, rail, or air transportation? If so, generally describe.**

No.

**e. How many vehicular trips per day would be generated by the completed project or proposal? If known, indicate when peak volumes would occur and what percentage of the volume would be trucks (such as commercial and nonpassenger vehicles). What data or transportation models were used to make these estimates?**

According to the Trip Generation Memorandum produced by TENW the completed Phase 5 is expected to generate a total of 343 new daily trips: AM peak: 21 and PM peak: 27.

A traffic impact analysis was done for an earlier phase of the development.

Very few of these trips are expected to be commercial trucks.

- f. Will the proposal interfere with, affect, or be affected by the movement of agricultural and forest products on roads or streets in the area? If so, generally describe.**

No, interference of agricultural or forest products is not expected.

- g. Proposed measures to reduce or control transportation impacts, if any:**

Various frontage improvements were completed during previous phases of planning and development. Since there is not a substantial increase in daily trips expected, no additional measures are proposed. It should be noted that many daily goods, services, and recreational activities are found on-site for residents, which should limit the amount of vehicle trips.

## 15. Public services

- a. Would the project result in an increased need for public services (for example: fire protection, police protection, public transit, health care, schools, other)? If so, generally describe.**

It is not anticipated that the proposal will result in an increased need for public services. Some health care is provided on site, and the residents are older adults with no need for schools. Fire, police, public transit are expected to remain near current levels.

- b. Proposed measures to reduce or control direct impacts on public services, if any.**

No measures are proposed as no impacts are expected.

## 16. Utilities

- a. Circle utilities currently available at the site:**  electricity,  natural gas,  water,  refuse service,  telephone,  sanitary sewer,  septic system, other: Internet

- b. Describe the utilities that are proposed for the project, the utility providing the service, and the general construction activities on the site or in the immediate vicinity which might be needed.**

Electricity and Natural Gas: **Puget Sound Energy**  
Water: **King County Water District no. 54**  
Sanitary Sewer: **Midway Sewer District**  
Phone: **Century Link**  
Cable: **Comcast**  
Refuse Service: **Recology**

### **C. Signature**

**The above answers are true and complete to the best of my knowledge. I understand that the lead agency is relying on them to make its decision.**

A handwritten signature in black ink that reads "Patrick Kelly". The signature is written in a cursive style with a large initial "P" and "K".

**Type name of signee:** Patrick Kelly, AICP

**Position and agency/organization:** Senior Project Manager, AHBL, Inc.

**Date submitted:** July 11, 2025



# City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS  
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DES MOINES, WASHINGTON 98198-6398  
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## ADDITIONAL CITY OF DES MOINES SEPA CHECKLIST COMMENTS

### **B.5.b. List any threatened or endangered species known to be on or near the site.**

The following species are known to utilize the greater Des Moines Area:

Bald eagles have been known to utilize the Puget Sound area for foraging and roosting. There are bald eagle nesting sites in Des Moines. (City of Des Moines, 2005). However, there is no suitable marbled murrelet nesting habitat, coniferous forests, at or near the Marina District.

Bull trout and Chinook salmon use Puget Sound as part of their migratory corridor. Critical habitat for Chinook salmon extends from the Puget Sound shoreline out to the maximum depth of the photic zone. Bull trout critical habitat extends offshore to a depth of 10 meters. Both fish may use the areas near the mouth of Des Moines Creek, for foraging habitat (City of Des Moines, 2005). Pursuant to the City's 2006 Critical Area Inventory, portions of the Des Moines Creek provide fish habitat.

The presence of humpbacked whales within the vicinity of the project site is considered rare.

Stellar's sea lion are known to occur frequently within Puget Sound, but are typically found further north. There is no known marine mammal habitat within the Beach Park (City of Des Moines, 2005).

In late 2005, the distinct population segment of the Southern Resident killer whale (*Orcinus orca*), commonly referred to as Orcas, was listed as endangered under the Endangered Species Act. On November 28, 2006, the entire Puget Sound was designated as Critical Habitat for the Orcas (NOAA, 2006).

### **B.5.c. Is the site part of a migration route? If so, explain.**

Adult salmonids migrate through the Puget Sound adjacent to Beach Park and then into Des Moines Creek. Juvenile anadromous salmonids migrate from spawning areas within Des Moines Creek then to the Puget Sound.

The Puget Sound is also a migratory route for several other species, including the humpbacked whale, orcas, and bull trout. These species are not known to reside or forage within the Des Moines Creek. The City of Des Moines is also located in the Pacific Flyway used by migratory birds.

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Grant Acceptance and  
Economic Development  
Partnership Agreement with  
Port of Seattle

AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: November 25, 2025

ATTACHMENTS:

- 1. Port of Seattle Economic Development  
Partnership Agreement

CLEARANCES:

- City Clerk \_\_\_\_\_
- Communications \_\_\_\_\_
- 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: *Katherine Coffey*

**Purpose and Recommendation:** The purpose of this item is to seek Council acceptance of Port of Seattle Phase 3 grant funding in the amount of \$68,800 and to approve the Economic Development Partnership Agreement.

**Suggested Motion** “I move to accept the grant funding from the Port of Seattle in the amount of \$68,800 and authorize the City Manager to sign the Economic Development Partnership Agreement (P-00322557) substantially in the form as attached.”

**Background**

The Port of Seattle Commission established the Economic Development Partnership Program to advance the Port’s Century Agenda, promote economic growth, support the creation of middle-class jobs, and address gaps in local economic development funding. The program is available to 38 cities and is intended to strengthen regional economic vitality through targeted partnerships with King County jurisdictions.

Based on its population, the City of Des Moines qualifies for a \$68,800 grant with a 25% monetary match of \$17,200 and a 25% in-kind match of \$17,200.

**Discussion**

The Port of Seattle is prepared to partner with the City to fund a strategic initiative focused on supporting existing businesses and attracting new investment within the downtown core between Marine View Drive and the Marina. The initiative includes five key components:

1. Surveying downtown business owners, property owners, and active real estate developers.
2. Creating a database of downtown business owners, property owners, and active real estate developers.
3. Catalyzing placemaking efforts.
4. Convening two business roundtables/seminars.
5. Creating a marketing campaign to recruit new investors.

**Alternatives**

There are no non-competitive grant opportunities to accomplish the purposes described above.

**Timeline and Cost**

The grant will support economic development work through the end of 2026.

The proposed, non-competitive grant amount is \$68,800 will require a \$17,200 monetary match and a \$17,200 in-kind match for a total of \$34,400.

The City's \$17,200 contribution has been budgeted in the Professional Services line item within the City Manager's Budget.

**Recommendation**

It is recommended that the Council pass the motion as written.

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Economic Development Support  
Services- Professional Services Agreement with  
Eernisse Consulting

FOR AGENDA OF: December 11, 2025

DEPT. OF ORIGIN: City Manager

DATE SUBMITTED: November 25, 2025

ATTACHMENTS:

1. Professional Services Agreement between  
City of Des Moines & Eernisse  
Consulting
2. Scope of Work

CLEARANCES:

- City Clerk \_\_\_\_\_
- Communications \_\_\_\_\_
- 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: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is to seek approval for the Economic Development Services Professional Services Consultant Agreement, Scope of Work, and Project Administration with Eernisse Consulting. The following motion will appear on New Business.

**Suggestion Motion:**

**Motion:** "I move to approve the Agreement with Eernisse Consulting for Economic Development Services in the amount not to exceed \$96,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted."

### **Background**

Due to organizational changes and ongoing budget constraints, the City does not currently have a dedicated staff position focused on economic development. While employees in other roles have assisted businesses and responded to development inquiries as part of their broader responsibilities, they do not have the capacity or specialized expertise to fully maximize economic development outcomes for the City.

On April 25, 2025, the City of Des Moines entered into a \$23,000 professional services contract with Eernisse Consulting to provide support related to the administration of the Washington State Department of Commerce Ferry Study. This contract was fully funded by grant revenue. In addition to supporting the grant's implementation, the consultant has provided general economic development assistance to the City.

One notable outcome of this work was Eernisse Consulting's assistance in writing and securing a 2025–2026 Port of Seattle Economic Development Grant. The grant would provide a two-to-one match of \$68,800 to the City's \$34,400 contribution (\$17,200 in cash and \$17,200 in in-kind services). The City Council is considering acceptance of the Port of Seattle grant this evening.

### **Discussion**

The proposed consulting engagement with Eernisse Consulting will oversee the Port of Seattle grant and, more broadly, support the City's economic development efforts. The on-going consulting agreement allows the city to receive director-level staff support on an as-needed, cost-effective basis.

Under this agreement, Eernisse Consulting would report directly to the City Manager and perform duties as assigned, including:

- Participating in the City's strategic planning efforts
- Developing and helping implement an economic development strategy aligned with the City's Strategic Plan, with a focus on maximizing key assets such as the Marina, historic downtown, SR-99 corridor, Des Moines Creek industrial area, and regional transportation connections
- Evaluating and pursuing economic development and business recruitment opportunities
- Collaborating with regional economic development partners, including neighboring cities, King County, the Port of Seattle, and organizations such as the Sound Cities Association, Seattle Southside Chamber of Commerce, SoundSide Alliance, and Greater Seattle Partners

Eernisse Consulting will oversee the Port of Seattle Economic Development Partnership Agreement Grant to improve business retention, expansion, and recruitment in the downtown commercial corridor of Des Moines by:

- Surveying downtown business owners, property owners, and active real estate developers.
- Creating a database of downtown business owners, property owners, and active real estate developers.
- Catalyzing placemaking efforts.
- Convening two business roundtables/seminars.
- Developing an initial marketing campaign to recruit new investors.

**Timeline and Cost:**

The engagement is anticipated to run from December 2025 through the end of 2026, with Eernisse Consulting working within an economic development budget not to exceed \$96,000. Of this total, \$86,000 is supported through the Port of Seattle grant, including \$68,800 in grant funding and the required City cash match of \$17,200.

Eernisse Consulting will provide recommendations to the City Manager regarding the most strategic and cost-effective use of the budget, as well as other City resources, to maximize economic development outcomes. With the City Manager's approval, additional consultants or support services may be engaged to supplement this work. Any additional consultants will contract directly with the City and be paid from the same economic development budget; no markup or premium will be charged by Eernisse Consulting.

**Alternatives:**

City staff do not currently have the capacity to provide dedicated economic development support or ongoing grant oversight. If the City Council chooses not to approve the proposed scope of work and associated fee, the City Manager would return with a recommendation to either contract with another consultant or pursue hiring a dedicated employee to provide economic development services.

**Recommendation:**

Staff recommends the City Council approve this contract and proposed scope of work.



## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and Eernisse Consulting**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Eernisse Consulting organized under the laws of the State of Washington, located and doing business at 5509 17<sup>th</sup> Ave NE, Seattle WA 98105 (hereinafter the "Consultant").

### **I. DESCRIPTION OF WORK.**

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

Business expansion and retention activities in the downtown core of Des Moines funded by an economic development grant from the Port of Seattle, plus additional economic development activities as assigned. See detailed description in Exhibit A.

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

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2026.

### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$96,000 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

CONSULTANT SERVICES CONTRACT  
(Various)

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 2  
(Various)

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 3  
(Various)

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

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

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

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 4  
(Various)

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

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

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

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

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

**C. Other Insurance Provisions.**

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

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

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

CONSULTANT SERVICES CONTRACT 5  
(Various)

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

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 6  
(Various)

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

#### **XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

CONSULTANT SERVICES CONTRACT 7  
(Various)

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

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

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

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

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

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

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

<p><b>CONSULTANT:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u>              Its <u>City Manager</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____              City Attorney                      Director</p> <p>DATE: _____                      DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Dan Eernisse              Eernisse Consulting              5509 17<sup>th</sup> Ave NE              Seattle, WA 98105              206-356-2021 (telephone)              dan.eernisse@gmail.com (fax/email)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>[Insert Name of City Rep. to Receive Notice]              City of Des Moines              21630 11<sup>th</sup> Avenue S., Suite A              Des Moines, WA 98198              [Insert Telephone Number] (telephone)              [Insert Fax/email] (fax/email)</p>
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## EXHIBIT A

### Scope of Work

The consulting engagement with Eernissee Consulting will help the city solve problems, improve performance, and make decisions in the economic development arena. The on-going consulting agreement allows the city to receive director-level staff support on an as-needed, cost-effective basis.

Eernissee Consulting will:

- Provide economic development support to the City of Des Moines.
  - Report to the City Manager and City Council.
  - Participate in the council's strategic plan efforts
  - Build and implement an economic development strategy to complement the city's strategic plan and maximize the city's economic development assets such as its marina, historic downtown, SR 99 corridor, Des Moines Creek Industrial area, and transportation options.
  - Evaluate and pursue economic development recruiting leads.
  - Collaborate with regional economic development partners in neighboring cities, King County, the Port of Seattle, and through organizations such as Sound Cities Association, the Seattle Southside Chamber of Commerce, the Sound Side Alliance, and Greater Seattle Partners.
  - Perform other duties as assigned in writing.
- Oversee the Port of Seattle Economic Development Partnership Agreement Grant (Contract P-00322557) to improve business retention, expansion, and recruitment in the downtown commercial corridor of Des Moines by:
  - Surveying downtown business owners, property owners, and active real estate developers. The project completion is scheduled for July 2026.
  - Creating a database of downtown business owners, property owners, and active real estate developers. The project completion is scheduled for January 2026 with on-going maintenance.
  - Catalyzing placemaking efforts. The project completion is scheduled for September 2026.
  - Convening two business roundtables/seminars. The project completion is scheduled for July 2026.
  - Creating a marketing campaign to recruit new investors. Project completion is scheduled for December 2026.
  - Prepare and provide necessary grant administration reporting in coordination with City's Grants Coordinator

## Project Administration

### Duration of Engagement:

The engagement is anticipated to begin in December 2025 and run through 2026.

### Economic Development Budget

The annual budget to support economic development through this agreement will not exceed \$96,000.

Eernisse Consulting will provide recommendations to the City Manager for strategic and cost-effective implementation of the budget and other city's resources to maximize economic development results. If approved by the City Manager, additional consultants and support services will serve the city alongside Eernisse Consulting. All additional consultants and services will contract directly with the city and be paid from the same Economic Development budget without mark-up or premium charged by Eernisse Consulting.

### Hourly Rate

Eernisse Consulting will charge at a rate of \$250/hour.

### Reimbursement of Expenses:

The City shall reimburse for all reasonable and necessary out-of-pocket expenses incurred by the performance of services, provided that such expenses are pre-approved in writing by the city.

### Billing and Payment:

Invoices and itemized expense reports will be submitted monthly and will include a breakdown of hours worked for each of three areas: the Commerce Grant, the Port Grant, and City Support. Invoices will also include a high-level list of tasks completed in the past month for each area. Receipts will be provided as appropriate. The City will provide payment within thirty (30) calendar days of receipt.

### Confidentiality:

Eernisse Consulting agrees to maintain the confidentiality of all information provided by the City of Des Moines and will not disclose any such information to third parties without prior written consent.