



Des Moines
WATERLAND CITY

AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, June 26, 2025 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATIONS

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

REGIONAL COMMITTEE REPORT

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. PROMOTION TO SERGEANT
- Item 2. UPDATE ON THE CITY STRATEGIC PLANNING AND FACILITATION SERVICES
[Update on the City Strategic Planning and Facilitation Services](#)
- Item 3. 2024 4TH QUARTER FINANCIAL REPORT
[2024 4th Quarter Financial Report](#)
- Item 4. 2025 1ST QUARTER FINANCIAL REPORT
[2025 1st Quarter Financial Report](#)

CONSENT AGENDA

- Item 1. APPROVAL OF VOUCHERS

Motion: To approve the payment vouchers through June 12, 2025 and payroll transfers through June 05, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#11942-12037	\$2,185,465.27
Wires	#2977-3002	\$1,415,530.11
Accounts Payable Checks	#166797-166830	\$ 537,784.56
Accounts Payable Voided Checks	#166589, 166727	\$ (1,164.55)
Payroll Checks	#199446-19950	\$ 9,257.48
Payroll Advice	#13765-13926	\$ 462,906.89
Payroll Advice	# 13927-13927	\$ 18,402.08

Total Checks and Wires for A/P & Payroll: \$4,146,872.87

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

Motion: To approve the minutes from the City Council Regular Meeting held on May 22, 2025.

[Approval of Minutes](#)

Item 3. ANNUAL GENERATOR MAINTENANCE AGREEMENT

Motion: To approve the Goods and Services Contract with Cummins Sales and Service for the Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators in the amount of \$73,496.34, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

[Annual Generator Maintenance Agreement](#)

Item 4. DRAFT RESOLUTION 25-032 UPDATING PUBLIC WORKS CONTRACTING POLICIES

Motion: To approve Draft Resolution 25-032, updating the City's public works contracting policies.

[Draft Resolution 25-032 Updating Public Works Contracting Policies](#)

Item 5. STATE PARKS GRANT AGREEMENT FOR FUNDING OF ANNUAL OPERATING AND MAINTENANCE OF THE NEW PUMP-OUT EQUIPMENT

Motion: To approve Grant Agreement No. CVA 325-300 to provide \$36,225.00 from the State's Clean Vessel Act for the purpose of Operation and Maintenance of the Marinas Pump-out equipment and to authorize the City Manager to sign the grant agreement substantially in the form attached.

[State Parks Grant Agreement for Funding of Annual Operating and Maintenance of the New Pump-Out Equipment](#)

- Item 6. DES MOINES COMMUTE TRIP REDUCTION (CTR) PLAN
Motion: To enact Draft Ordinance No. 25-070 approving the 2025-2029 Commute Trip Reduction Plan and amending Chapter 12.70 of the Des Moines Municipal Code.
[Des Moines Commute Trip Reduction \(CTR\) Plan](#)

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1. PUBLIC HEARING TRANSPORTATION IMPROVEMENT PLAN (2026-2045)
Staff Presentation by: City Engineer Tommy Owen
[Public Hearing Transportation Improvement Plan \(2026-2045\)](#)

NEW BUSINESS

- Item 1. CITIZENS ADVISORY BOARD APPOINTMENTS
Motion: To confirm the Mayoral appointments as shown on Exhibit A to the Citizens Advisory Board, effective immediately with an expiration date to be determined.
[Citizens Advisory Board Appointments](#)
- Item 2. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

July 10, 2025 City Council Regular Meeting

ADJOURNMENT

[Projected Future Agenda Items](#)

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

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Update on the City Strategic Planning and Facilitation Services

FOR AGENDA OF: June 26, 2025

DEPT. OF ORIGIN: City Manager

ATTACHMENTS:
1. None

DATE SUBMITTED: June 12, 2025

CLEARANCES:

- City Clerk _____
- Communications _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal _____
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

City Manager Report

During the City Manager's Report at the June 12, 2025 meeting, the City Manager will update the City Council on the Strategic Plan and Facilitation process. Staff recommends that the consulting firm Raftelis lead public engagement, facilitate the Council goal-setting, and develop the City's Strategic Plan.

Background

At the March 6, 2025, Study Session, the City Council was presented with a proposal from the City Manager to engage in a Strategic Plan. The Council expressed unanimous support for initiating this process. During the Council discussion, they articulated the following goals for the Strategic Plan:

- Define and document shared goals and priorities for the City over the next five years.
- Establish measurable milestones to track progress toward those goals.
- Align with the City's vision, mission, and values while outlining specific policy objectives.
- Identify key issues and set realistic, actionable steps to address them.
- Support informed decision-making and prioritize resource allocation.

- Ensure meaningful public engagement throughout the process.
- Strengthen community trust via the strategic planning process.

On March 21, 2025, the City issued a Request for Qualifications (RFQ) for Strategic Planning and Facilitation services. On April 21, 2025, the City received six responses from qualified firms. A committee of senior staff reviewed these responses and evaluated them based on the criteria established in the RFQ. The criteria included capacity to perform, demonstrated experience with City Councils and municipal government, experience with communities facing financial challenges, and approach to community engagement.

Additionally, the City Manager sought input from the City Council on what the Council felt was most important for staff to consider when evaluating the responses. Council feedback included:

- Preference for firms that have experience developing plans that are executed (rather than “sitting on the shelf”).
- Mixed feedback regarding the importance of Washington state experience: Some Councilmembers felt experience in western Washington was critical, while others believed a fresh perspective would be valuable.
- A strong track record in utilizing various community engagement and communication methods, including digital and bilingual approaches, to maximize public engagement in the process.
- Preference for a firm that can guide the Council and staff through the strategic thinking process, with a desire for strategic thinking to be embedded in how the City and Council operate and make decisions.

Based on this input, along with Staff evaluation using the criteria mentioned above, three firms were interviewed. Following the interviews and contacting client references, Staff recommends that the firm Raftelis provide the strategic planning and facilitation services.

Discussion

Raftelis is a multi-disciplinary firm that focuses on municipalities and utilities, having worked with over 1,200 local governments and utilities. The firm has conducted strategic planning and management consulting work with nineteen cities in Washington. For example, Raftelis developed the Strategic Plan for Mercer Island, a local government facing similar budgetary and financial sustainability challenges due to limited growth and primarily residential land use.

The specific team assigned to the City of Des Moines for this project consists of the individuals who prepared the RFQ response and participated in the interviews. Reference checks were conducted, and the staff received universally positive reviews for their work. The project lead from Raftelis has nearly thirty years of experience as a local government management consultant and practitioner, focusing on West Coast communities.

The Council’s initial discussion regarding the strategic planning process also emphasized the City’s financial health and sustainability. In April, the City Council approved a contract with FCS Group for a Long-Range Financial Plan and Development Impact Analysis. That work has commenced, and we anticipate the findings from that effort will be completed by the end of 2025. We will ensure that this information is finalized and presented in time for the Council to consider when developing the strategic priorities and initiatives for this effort.

Staff will begin developing a comprehensive scope of work for the Strategic Plan and negotiate a fee for the service. Staff will bring back the proposed scope of work and cost for Council consideration.

2024 4TH QUARTER FINANCIAL REPORT

Executive Summary

The City of Des Moines concluded fiscal year 2024 in stable financial condition, with general fund revenues and expenditures closely aligned with budgeted expectations. The City maintained compliance with fund balance requirements and continued to invest in infrastructure, services, and operational capacity.

General Fund Performance

- **Revenues:** The General Fund received \$26.62 million, achieving 96.7% of the budgeted \$27.50 million. Key revenue sources such as property tax, utility tax, and sales tax performed close to expectations.
 - Property Tax: \$5.41M (4.2% below budget)
 - Utility Taxes: \$4.34M (2.7% below budget but up 3.9% year-over-year)
 - Sales & Use Tax (Regular): \$3.98M (5.5% year-over-year increase)
 - One-Time Revenues (Sales & B&O Taxes): Came in significantly under budget
 - Red Light Infractions: \$1.06M (11.8% under budget)
- **Expenditures:** General Fund spending totaled \$26.11 million, 96.7% of the budgeted \$26.99 million.

Fund Balance and Reserves

- **Fund Balance:** Ended at \$4.41 million (16.72% of expenditures), slightly above the 16.67% threshold required by municipal code.
- **Operating Reserve (Cash Basis):** \$2.88 million (11.39% of expenditures), below the threshold. The City would need an additional \$1.33 million to meet the cash reserve target.

Investment Activity

- The City earned \$2.03 million in interest through the LGIP in 2024, up from \$778K in 2023.
- New investments in fourth quarter included over \$3.29 million in U.S. Treasury and Federal Agricultural Mortgage Corp securities with yields ranging from 3.95% to 4.25%.

Special Revenue, Capital, and Enterprise Funds

- **Special Revenue Funds:** ARPA funds were nearly fully obligated, with just 0.19% (\$17,191) to be returned. The Redondo Speed Enforcement fund collected \$884K.
- **Capital Project Funds:** REET 1 and 2 collections totaled approximately \$1.28 million, closely matching budget expectations and funding various capital improvements.

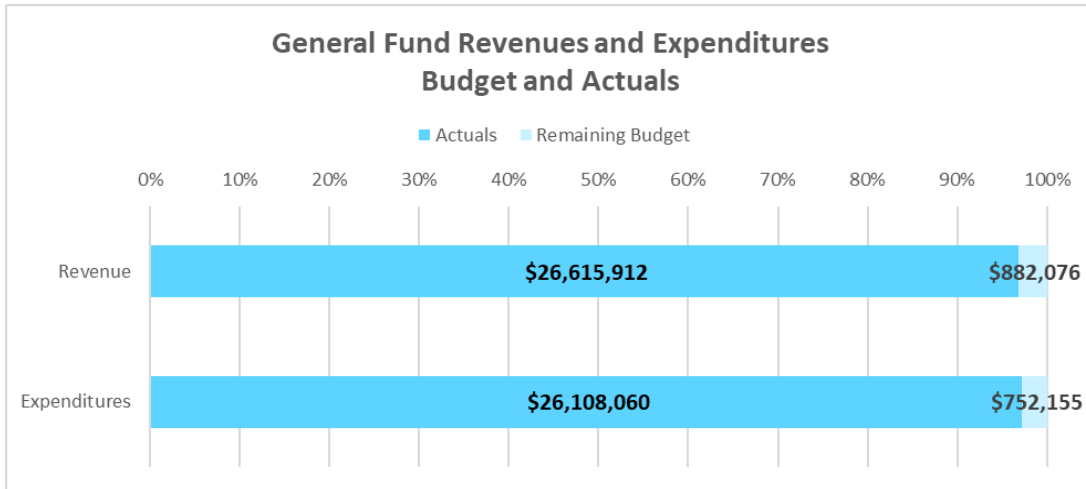
2024 4TH QUARTER FINANCIAL REPORT

GENERAL FUND

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

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

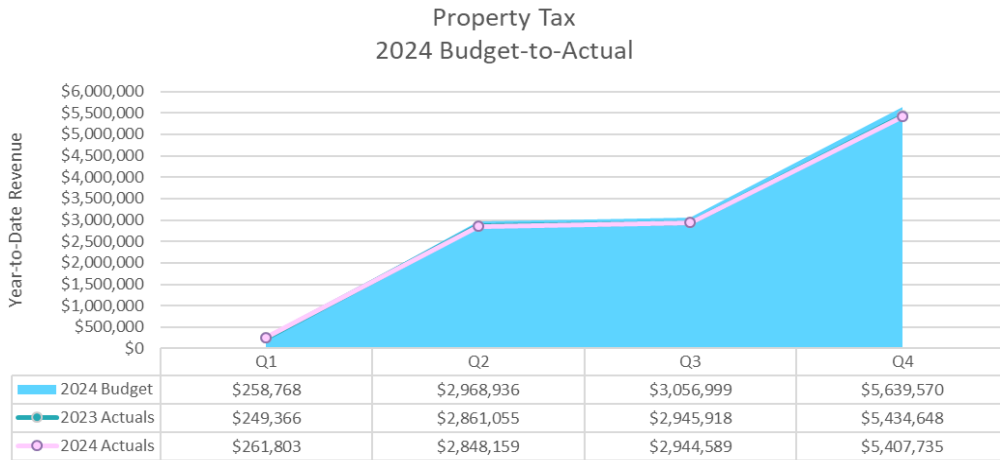
Through 2024, the General Fund received \$26,615,912 of revenue, which represents 96.7% of the final budgeted revenue of \$27,497,988. The general fund also incurred \$26,108,060 of expenditures representing 96.7% of the final budgeted expenditures of \$26,989,216. Overall, the City's Operating Reserve increased \$507,852.



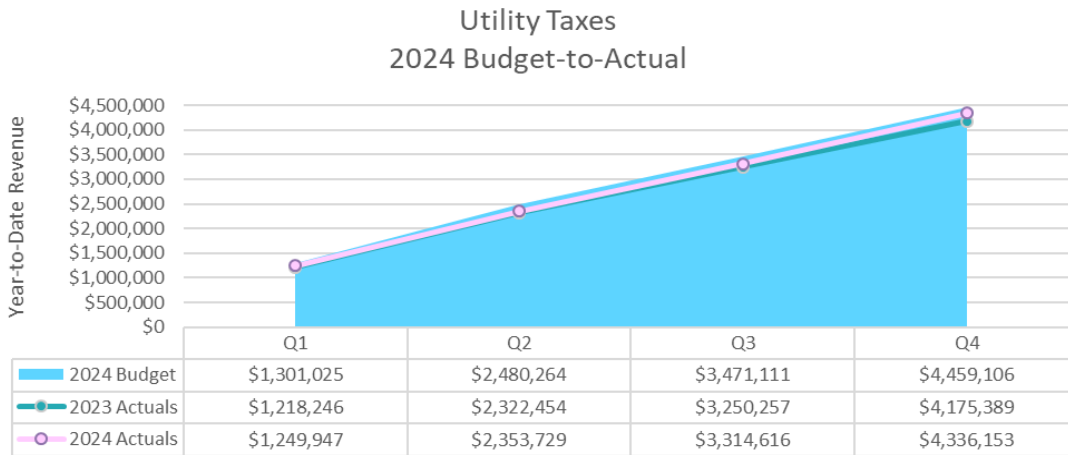
2024 4TH QUARTER FINANCIAL REPORT

Revenue

Property Tax collected in 2024 was \$5,407,735, a \$26,913 (0.5%) decrease from the prior year. Property tax levies by the City are based on the assessed value of the City. The final budget for 2024 was \$5,639,570. Collections were \$231,835 (4.2%) less than budget.



Utility Taxes collected in 2024 were \$4,336,153 a \$160,764 (3.9%) increase from the prior year. The City collects utility tax on the usage of electricity, natural gas, solid waste disposal, cable TV, telephone, and surface water. The City continues to see an increase in utility tax collections over past years. Receipts were \$122,953 (2.7%) less than the final budget of \$4,459,106.



2024 4TH QUARTER FINANCIAL REPORT

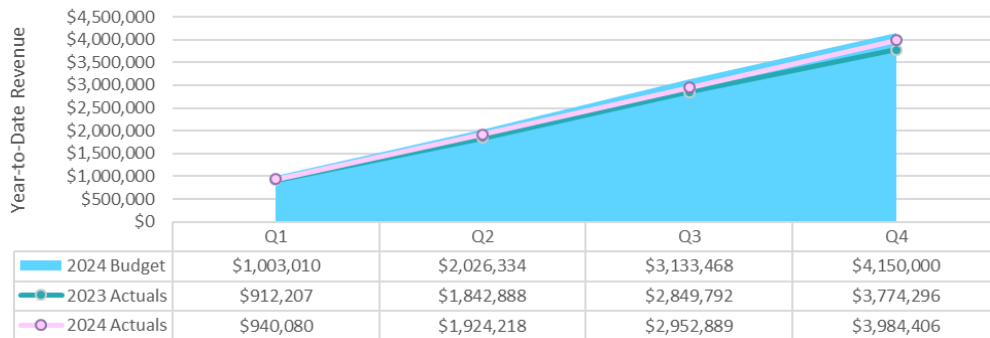
The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

Utility Tax Type	2023	2024	Change from 2023	
			Amount	Percent
Electricity	\$ 1,470,465	\$ 1,589,038	\$ 118,573	8.1%
Natural Gas	530,907	466,260	(64,647)	-12.2%
Solid Waste	508,852	686,658	177,806	34.9%
Cable TV	825,131	737,820	(87,311)	-10.6%
Telephone	238,809	227,114	(11,695)	-4.9%
SWM*	601,225	629,263	28,038	4.7%
YE Total	\$ 4,175,389	\$ 4,336,153	\$ 160,764	3.9%

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

Sales and Use Tax (Regular) collection increased \$210,110 (5.5%) over the prior year. The City collected \$3,984,406 in sales tax, representing 96.0% of the final budget of \$4,150,000.

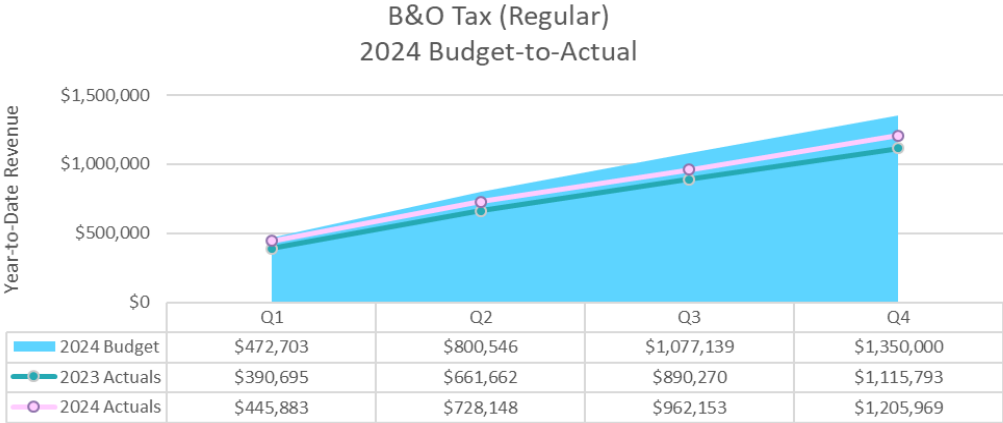
Sales Tax (Regular)
2024 Budget-to-Actual



The City receives **One-Time Sales and Use Tax** from construction projects in the City whose permits are valued at \$15 million or more. In 2024, the City received \$98,629 of One-Time Sales Tax revenue. One-Time Sales Tax is expected to increase with new projects in 2025. The adopted budget for One-Time Sales Tax revenue for 2025 was \$175,000. Collections were 56.4% of the final budget.

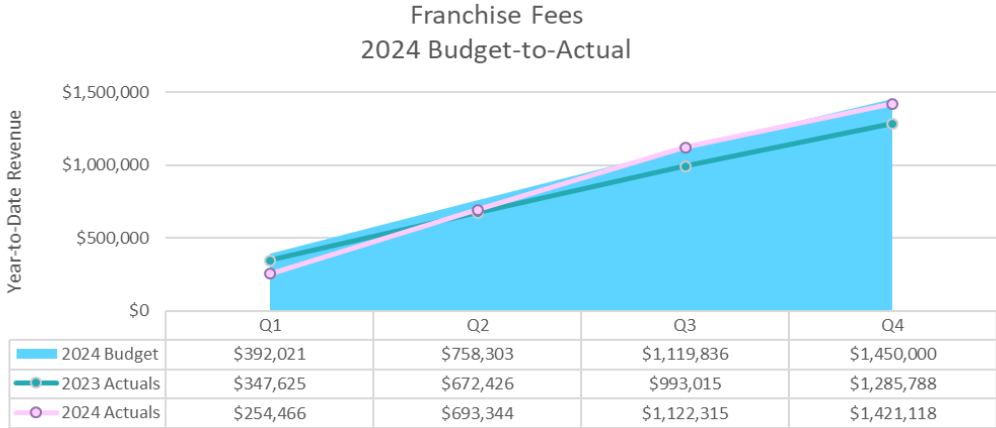
2024 4TH QUARTER FINANCIAL REPORT

The City received \$1,205,969 in **Business and Occupation Tax (Regular)** in 2024, a \$90,176 (8.0%) increase from the prior year. Receipts were \$144,030 (1.1%) less than the final budget of \$1,350,000.



The City also receives **One-Time Business and Occupation (B&O) Tax** from construction projects in the City whose permits are valued at \$15 million or more. In 2024, the City received \$36,007 of One-Time B&O Tax revenue. The adopted budget for One-Time B&O Tax revenue for 2024 was \$90,000. Collections were 40.0% of the final budget.

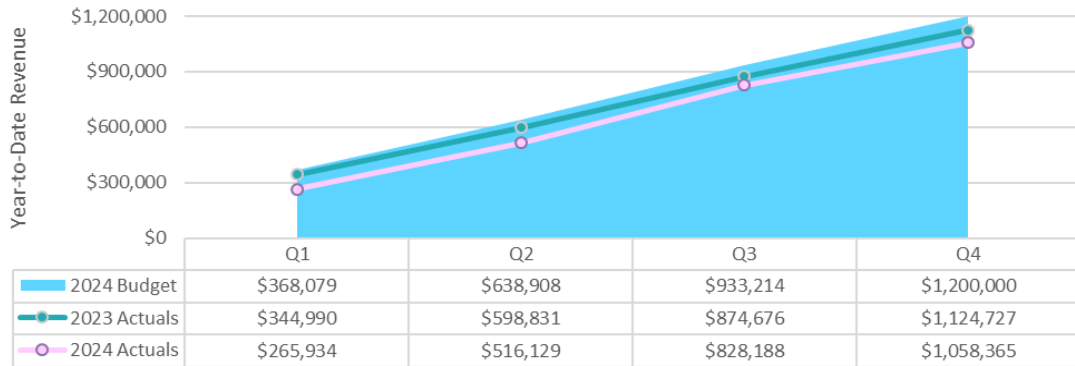
Franchise Fees help the City recoup the cost of allowing a utility to use its public space. In 2024, the City collected \$1,421,118 in franchise fees, \$135,330 (10.1%) more than the prior year and \$28,882 (2.0%) less than the final budget of \$1,450,000.



2024 4TH QUARTER FINANCIAL REPORT

Red Light Running Infractions is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. In 2024, the City collected \$1,058,365 in red light running fee revenue, which was \$66,362 (5.9%) less than the prior year and \$141,635 (11.8%) less than the final budget of \$1,200,000.

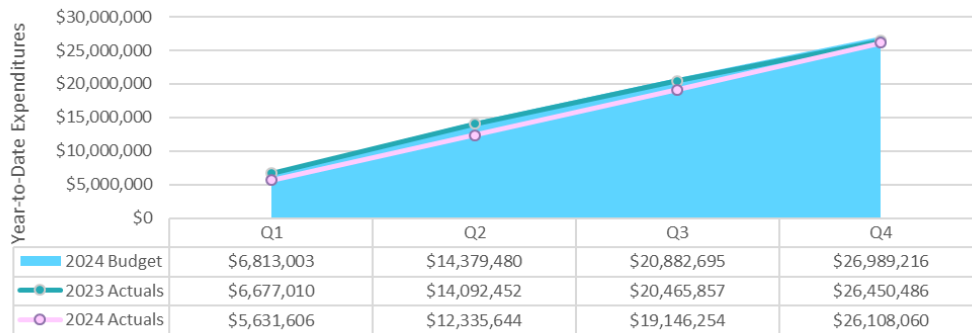
Red Light Running
2024 Budget-to-Actual



Expenditures

General Fund expenditures were \$26,108,060, which was \$362,426 (1.3%) less than the prior year and \$881,155 (3.3%) less than the final budget of \$26,989,216.

General Fund Expenditures
2024 Budget-To-Actual



2024 4TH QUARTER FINANCIAL REPORT

General Fund Summary of Uses Year to Date through June	2023 YTD Actual	2024		2024 vs 2023		2024 vs. Budget	
		Final Budget	YTD Actual	\$	%	\$	%
Personnel	17,996,807	18,857,028	18,511,893	515,085	2.9%	(345,135)	-1.8%
Supplies	937,651	708,264	791,393	(146,257)	-15.6%	83,130	11.7%
Services	5,276,090	5,452,946	5,073,320	(202,769)	-3.8%	(379,626)	-7.0%
Internal Services	1,522,214	1,577,378	1,247,749	(274,465)	-18.0%	(329,629)	-20.9%
Capital	140,780	16,000	60,565	(80,215)	-57.0%	44,565	278.5%
Transfers Out	301,400	377,600	326,600	25,200	0.0%	(51,000)	-13.5%
Other	275,545	0	96,537	(179,008)	-65.0%	96,537	0.0%
Total Expenditures	26,450,486	26,989,216	26,108,057	(342,429)	-1.3%	(881,158)	-3.3%

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. In 2024, personnel costs were \$515,085 (2.9%) higher than the prior year. Salary and Benefits increased primarily due to Cost of Living Adjustments for 2024 (4% increases for Teamsters and Police Guild Members and an 3% increase for non-represented employees).

Supplies: Supplies expenditures exceeded budget by \$83,130 (11.7%) primarily due to the purchase of flex badges and bullet proof vests for the Police.

Capital: Capital expenditures consisted of an unbudgeted repair to the Field House roof and gutters (\$5,682) and unbudgeted expenditures for lighting at the Beach Park (\$39,385).

Transfers Out: The transfer out of the General Fund is for the 2018 LTGO bonds debt service payment which is made out of the Debt Service Fund. \$100,000 was also transferred to the Redondo Zone fund to replenish its cash.

Other: This is an accounting adjustment to report on a cash basis.

Fund Balance and Operating Reserve

The City's municipal code requires an ending fund balance or operating reserve to exceed 16.67% of the City's operating expenditures.

Fund Balance is calculated with accrual-based accounting. Fund Balance shows the big picture of what the City owns and owes over time. It includes money the City has earned (even if it hasn't been received yet) and bills the City owes (even if they haven't been paid yet). Fund Balance is like overall net worth. It shows how strong the City is financially in the long run.

The City's General Fund Fund Balance at the end of 2024 was \$4,413,320 which was 16.72% of operating expenses. This fulfills the requirement in the municipal code.

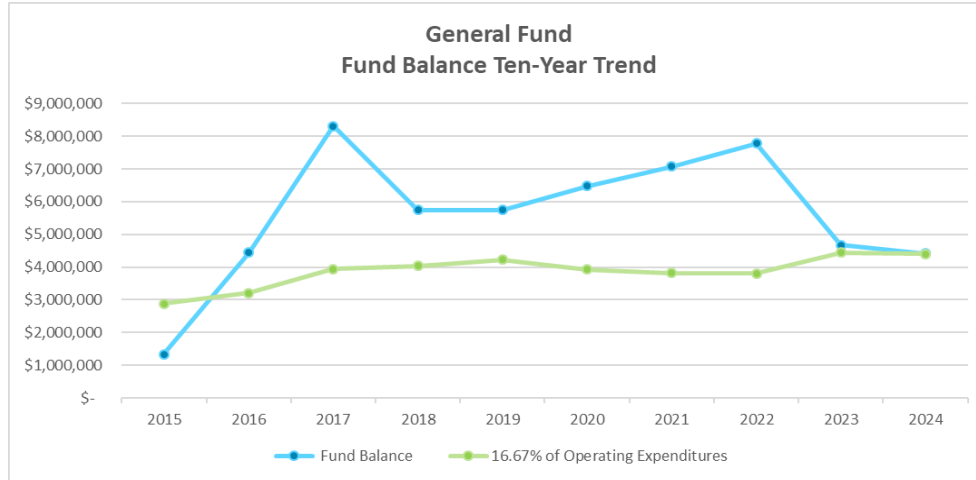
The calculation of the 2024 Ending Fund Balance is as follows:

BEGINNING FUND BALANCE	4,671,467	
Prior Period Adj	(239,370)	
Operating Income (Loss)	(18,777)	
ENDING FUND BALANCE	4,413,320	16.72%

2024 4TH QUARTER FINANCIAL REPORT

The Prior Period Adjustment accounts for expenditures paid in 2024 that belong to prior years. The adjustment consists of 1) King County Voter Registration services for 2023 and 2) the payment to Police Support Guild members related to salary and benefits in 2022 and 2023 which was part of a new contract.

Below is the ten-year history of the General Fund's Unrestricted Fund Balance:



Operating reserve refers to cash balances. It looks only at the actual cash the City has on hand. It's similar to a person checking their bank account: it is how much cash the City has available to cover day-to-day expenses. Operating reserves are a safety net – cash set aside to keep things running during tough times or unexpected events. The City looks at operating reserves when reporting on a cash basis – an accounting method that reflects when cash comes and goes.

The City's General Fund Operating Reserve at the end of 2024 was \$2,879,715 which was 11.39% of operating expenses, less than the 16.67% threshold. The City would have needed \$1,333,751 more in cash to meet the 16.67% threshold. The City would only be able to cover six weeks of operating expenses in case of emergency.

The calculation of the 2024 Ending Operating Reserve is as follows:

BEGINNING OPERATING RESERVE	\$ 2,371,863	
Operating Income (Loss)	507,852	
ENDING OPERATING RESERVE	<u>2,879,715</u>	11.39%
16.67% Minimum Ending Operating Reserve	<u>\$ 4,213,466</u>	
Variance	\$ (1,333,751)	

2024 4TH QUARTER FINANCIAL REPORT

General Fund Details

General Fund Summary of Sources and Uses	December 2024			2024 YTD Budget vs Actual	
	Original Budget	Amended Budget	YTD Actual	Amount	Percentage
Operating Revenues (Recurring)					
Taxes	\$ 17,173,676	\$ 17,173,676	\$ 16,393,562	\$ (780,115)	-5%
Licenses and Permits	1,765,000	1,765,000	1,764,811	(189)	0%
Intergovernmental (Grants, etc.)	1,043,304	1,043,304	1,147,241	103,937	10%
Charges for Services	869,715	869,715	919,075	49,360	6%
Fines and Penalties	1,552,150	1,552,150	1,167,083	(385,067)	-25%
Miscellaneous Revenue	205,700	672,270	695,120	22,850	3%
Transfers In					
Fund 506 (Facility Repair and Replacement)	-	255,299	255,299	(0)	0%
Other	-	-	106,310	106,310	0%
Total Operating Revenues (Recurring)	\$ 22,609,545	\$ 23,331,414	\$ 22,448,499	\$ (882,915)	-4%
Nonrecurring Revenues					
Sound Transit	212,944	212,944	287,300	74,356	35%
Sales Tax (One-Time)	175,000	175,000	98,629	(76,371)	-44%
B&O Tax (One-Time)	90,000	90,000	36,007	(53,993)	-60%
Special or Extraordinary Item	-	-	143,528	143,528	-
Transfers In					
Fund 114 (ARPA)	1,850,617	3,688,630	3,601,948	(86,682)	0%
Total Nonrecurring Revenues	\$ 2,328,561	\$ 4,166,574	\$ 4,167,413	\$ 839	0%
Total Revenue	\$ 24,938,106	\$ 27,497,988	\$ 26,615,912	\$ (882,076)	-3%
Operating Expenditures (Recurring)					
City Council	\$ 92,766	\$ 149,266	\$ 108,692	(40,574)	-27%
City Manager's Office	910,990	1,110,990	1,233,780	122,790	11%
City Clerk	747,775	847,775	780,457	(67,318)	-8%
Human Resources	282,942	282,942	161,075	(121,867)	-43%
Emergency Management	37,738	57,738	107,384	49,646	86%
Communications	79,706	79,706	210,007	130,301	163%
Finance	720,978	720,978	702,279	(18,699)	-3%
Information Technology Services	1,481,612	1,481,612	1,434,700	(46,911)	-3%
Legal	788,635	788,635	546,050	(242,585)	-31%
Municipal Court	1,735,021	1,791,021	1,612,436	(178,585)	-10%
Public Safety - (SCORE/Public Defender/Fire Services)	1,061,350	1,327,006	1,258,266	(68,740)	-5%
Police	12,133,208	12,263,208	12,564,348	301,139	2%
Planning and Building (Tax-based)	427,509	427,509	437,703	10,194	2%
Building and Parks Maintenance	1,868,963	1,861,163	1,540,053	(321,110)	-17%
Community Events and Services	2,077,878	3,082,577	2,171,804	(910,773)	-30%
Non-Departmental - Organizational Memberships	97,545	97,545	98,441	896	1%
Transfers Out:					
Redondo Zone Fund (Fund 140)	-	100,000	100,000	-	0%
Debt Service Fund (Fund 200)	226,600	226,600	226,600	0	0%
Municipal Facilities (Fund 506)	51,000	51,000	-	(51,000)	-100%
Other Uses	-	-	96,537	96,537	-
Total Operating Expenditures (Recurring)	\$ 24,822,217	\$ 26,747,272	\$ 25,390,612	\$ (1,356,659)	-5%
Nonrecurring Expenditures					
Sound Transit	212,944	212,944	287,300	74,356	35%
City Manager Search	-	29,000	28,649	(351)	-1%
Employee Termination costs	-	-	316,848	316,848	-
Communication Study (Consort)	-	-	24,086	24,086	-
Capital Work	-	-	60,565	60,565	-
Total Operating Expenditures (Recurring)	\$ 212,944	\$ 241,944	\$ 717,448	\$ 475,504	197%
Total Expenditures	\$ 25,035,161	\$ 26,989,216	\$ 26,108,060	\$ (881,155)	-3%
Total Operating Income (Loss)	\$ (97,055)	\$ 508,772	\$ 507,852	\$ (920)	

**December is month 12 of 12= 100.0%

2024 4TH QUARTER FINANCIAL REPORT

Cash Deposits and Investments

City of Des Moines Cash Deposits and Investment Portfolio Year-to-date December 31, 2024

Security Type	Fair Value as of 1/1/2024	2024 Activity	Fair Value as of 12/31/2024	% of Portfolio
Federal Farm Credit Bank	\$ 8,606,090	\$ (1,320,501)	\$ 7,285,589	10.2%
Federal Home Loan Bank	2,422,065	3,972,880	6,394,945	8.9%
Federal Home Loan Mtg. Corp.	3,468,460	(1,975,735)	1,492,725	2.1%
Federal Agricultural Mortgage Corp	3,290,303	960,008	4,250,310	5.9%
Federal National Mortgage Association	1,488,930	(1,488,930)	-	0.0%
US Treasury Notes/Bonds	5,457,923	(2,516,670)	2,941,253	4.1%
United States Treasury STRIP	2,940,161	(944,792)	1,995,369	2.8%
Key Bank	31,083,449	(25,290,794)	5,792,655	8.1%
LGIP	16,471,860	25,135,040	41,606,900	58.0%
Total	\$ 75,229,240	\$ (3,469,494)	\$ 71,759,746	100.0%

Bond Investments	27,673,931	36.8%	24,360,191	33.9%
Local Government Investment Pool	16,471,860	21.9%	41,606,900	58.0%
Key Bank Account	31,083,449	41.3%	5,792,655	8.1%
Total	<u>\$ 75,229,240</u>	100%	<u>\$ 71,759,746</u>	100.0%

Local Government Investment Pool Composition

Operating Funds	16,471,860	100%	17,447,504	42%
Debt Proceeds	-	0%	24,159,395	58%
Total LGIP Funds	<u>16,471,860</u>	100%	<u>41,606,900</u>	100%

Cash Management: The City maintains a cash balance with KeyBank to fund the City's day-to-day operations, including an account for Municipal Court operations. Other funds are invested in either the Local Government Investment Pool (LGIP) or in government bonds. The net earnings rate in the LGIP at December 31st was 4.6019%, a decrease of 0.8274% from December of 2023. LGIP Interest earned in 2024 through December 31st is **\$2,034,827**. In 2023, interest earned through December was \$778,250. The increase in interest is primarily due to bond proceeds being transferred to the LGIP.

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

2024 4TH QUARTER FINANCIAL REPORT

Investment Transaction Listing

Maturities

During the fourth quarter of 2024, the following investments matured:

- US Treasury Notes/Bonds, **\$1,500,000**, matured December 2024, **yielding 0.400%**
- Federal Farm Credit Bank, **\$2,000,000**, matured November 2024, **yielding 0.300%**
- Federal Farm Credit Bank, **\$1,000,000**, matured October 2024, **yielding 0.450%**

Purchases

During the fourth quarter of 2024, the following investments were purchased:

- United States Treasury STRIP, **\$2,290,000**, **yielding 4.251%**, maturity 02/15/2028
- Federal Agricultural Mortgage Corp, **\$1,000,000**, **yielding 3.950%**, maturity 10/7/2027

OTHER FUNDS

2024 4TH QUARTER FINANCIAL REPORT

SPECIAL REVENUE FUNDS

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

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

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

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

Development Fund Details

Created in 2017, the purpose of the Development Fund is to account for revenue generated by fee-based development-related activities, including permitting, plan review, etc. and the associated cost of providing services. Divisions included in this fund include Planning and Development Services, Building, Joint and Minor Home Repair, Code Enforcement, Engineering Services, and City Project Management.

Development Fund Summary of Sources and Uses	2024			2024 Budget vs Actual	
	Adopted Budget	Final Budget	YTD Actual	Amount	Percentage
Operating Revenues					
Planning and Building					
Building Permits	\$ 500,000	\$ 500,000	\$ 560,237	\$ 60,237	12%
Other Licenses and Permits	462,270	462,270	308,082	(154,188)	-33%
Intergovernmental (Grants, etc.)	110,000	110,000	190,084	80,084	73%
Charges for Services:					
Zoning Fees	336,168	336,168	431,515	95,347	28%
Plan Check Fees	585,000	585,000	423,513	(161,487)	-28%
SEPA-Related Mitigation Fees	100,000	100,000	18,882	(81,118)	-81%
Other Fees	6,800	6,800	5,980	(820)	-12%
Credit Card Fees	40,000	40,000	46,026	6,026	15%
Penalties - Stop Work	3,000	3,000	13,206	10,206	340%
Planning and Building Revenue Subtotal	\$ 2,143,238	\$ 2,143,238	\$ 1,997,525	\$ (145,713)	-7%
Engineering					
Right-Of-Way Permits	\$ 125,000	\$ 125,000	\$ 175,836	\$ 50,836	41%
Engineering Fees	240,224	240,224	212,870	(27,354)	-11%
Interfund Charges/ Engineering CIP Support	250,000	250,000	1,388	(248,612)	-99%
Engineering Revenue Subtotal	\$ 615,224	\$ 615,224	\$ 390,093	\$ (225,131)	-37%
Transfers in	-	129,563	\$ 129,563	\$ -	0%
Miscellaneous	-	-	(1,150)	(1,150)	0%
Interest Income	20,000	20,000	107,578	87,578	438%
Other	0	-	488,330	488,330	0%
Total Operating Revenues	\$ 2,778,462	\$ 2,908,025	\$ 3,111,940	\$ 203,915	7%

2024 4TH QUARTER FINANCIAL REPORT

Development Fund Summary of Sources and Uses	2024			2024 Budget vs Actual	
	Adopted Budget	Final Budget	YTD Actual	Amount	Percentage
Operating Expenditures					
Planning and Building					
Salaries and Benefits	\$ 1,483,850	\$ 1,483,850	\$ 1,598,366	\$ 114,516	8%
Supplies	32,380	32,380	16,620	(15,760)	-49%
Services	761,741	761,741	720,334	(41,407)	-5%
Planning and Building Expenditures Subtotal	\$ 2,277,971	\$ 2,277,971	\$ 2,335,320	\$ 57,349	3%
Engineering					
Salaries and Benefits	\$ 1,070,041	\$ 1,070,041	\$ 758,309	\$ (311,732)	-29%
Supplies	10,000	10,000	6,755	(3,245)	-32%
Services	224,812	224,812	192,060	(32,752)	-15%
Engineering Expenditures Subtotal	\$ 1,304,853	\$ 1,304,853	\$ 957,124	\$ (347,729)	-27%
Other	0	0	217,251	217,251	#DIV/0!
Total Operating Expenditures	\$ 3,582,824	\$ 3,582,824	\$ 3,509,695	\$ (73,129)	-2%
Total Operating Income (Loss)	\$ (804,362)	\$ (674,799)	\$ (397,755)	\$ 277,044	

Beginning Cash and Investments	\$ 1,919,408
Prior Period Adjustments	7,839
Operating Income (Loss)	(397,755)
Ending Cash and Investments	\$ 1,529,492

2024 4TH QUARTER FINANCIAL REPORT

American Rescue Plan Act (ARPA)

In 2021, the City received \$9,038,700 from the federal government through the American Rescue Plan Act. The intent of the grant is to replace revenue the City lost due to the impact of the COVID-19 pandemic. Below is the list of ARPA projects approved by the City Council:

Program #	Projects	Allocated	Obligated	Expended	Remaining
1	Finance Budgeting Software	35,000	35,000	35,000	0
2	SR3	75,000	75,000	75,000	-
3	Human Resources Recruitment	14,400	14,400	14,400	-
5	Emergency Management Comp Plan	8,000	8,000	8,000	-
6	People Movers	42,237	42,237	42,237	(0)
8	Marina Infrastructure	556,600	556,600	556,600	(0)
9	Food Trucks - Limited Term	50,000	50,000	46,739	3,261
11	Tenant Eviction Resources	250,000	250,000	250,000	0
12	Human Services Committee Enhancement	75,000	75,000	75,000	-
13	ADA Compliance Program	11,064	11,064	11,064	(0)
14	Additional Traffic Calming	19,727	19,727	19,727	0
15	Metro Transit	250,000	250,000	250,000	-
16	Small Business Grants	495,000	495,000	495,000	-
17	EATS Program	80,471	80,471	80,471	0
18	Municipal Court	550,000	550,000	550,000	-
20	SCORE	515,656	515,656	515,656	-
21	Non-Profit Hiring Assistance (Mental Health Support)/Crime Analyst	393,957	393,957	393,957	(0)
22	Redondo Space Lease	63,000	63,000	63,000	(0)
23	Police Officers	830,000	830,000	830,000	(0)
24	Police Vehicles	255,486	255,486	255,486	0
25	Nonprofit Foundation	74,596	74,596	74,596	(0)
26	Body Cams and Program Consultant	91,925	91,925	91,925	0
27	Evidence Van	37,733	37,733	37,733	0
28	Field House Play Equipment	105,000	105,000	105,000	-
29	Parks Program Support	1,000,000	1,000,000	1,000,000	-
30	ARPA Administration Support	90,557	90,557	90,557	0
31	Workforce training scholarships	125,000	125,000	125,000	-
33	Utility Voucher Fund	70,050	70,050	70,050	0
35	Passenger Ferry	45,631	45,631	45,631	-
36	Arts Commission	50,000	50,000	50,000	-
37	2024 General Fund Support	2,488,789	2,488,789	2,488,789	(0)
38	Police/Police Support Overtime	200,000	200,000	200,000	-
39	Senior Center Roof	80,000	71,630	-	71,630
40	Unobligated	8,821	17,191	-	17,191
Total ARPA funds		9,038,700	9,038,700	8,946,618	92,082

ARPA funds were to be fully obligated by December 31, 2024. In two cases, small amounts were not obligated. They are as follows:

- The original allocation amount to the City was \$9,029,879. This amount was disbursed through the State. The City was unaware that the State added \$8,821 of additional funds to the disbursement.
- The contract for the Senior Center Roof was for the amount of \$71,630 and not \$80,000 resulting in \$8,370 of unobligated funds.

Therefore, \$17,191 will be returned to the federal government. This represents 0.19% of ARPA funds awarded to the City.

2024 4TH QUARTER FINANCIAL REPORT

Summary of Other Special Revenue Funds

Fund	Revenue			Expenditures			Ending Operating Reserve
	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget	
Special Revenue Funds:							
Street	\$ 2,680,331	\$ 2,097,910	78.3%	\$ 2,298,602	\$ 2,035,000	88.5%	\$ 2,639,720
Arterial Pavement	1,122,500	736,195	65.6%	2,283,000	2,187,611	95.8%	1,344,084
Police Drug Seizure	26,000	-	0.0%	20,500	3,732	18.2%	135,100
Hotel-Motel Tax	110,750	106,857	96.5%	150,000	137,886	91.9%	143,488
Affordable Housing Sales Tax	30,000	30,667	102.2%	34,500	34,012	98.6%	86,746
American Rescue Plan Act	4,418,975	1,138	0.0%	4,583,230	3,700,643	80.7%	171,520
Redondo Zone	169,500	144,783	85.4%	161,949	132,462	81.8%	51,900
Waterfront Zone	260,750	254,568	97.6%	298,252	275,027	92.2%	80,591
PBPW Automation Fee	141,500	189,646	134.0%	227,487	223,494	98.2%	614,050
Urban Forestry	5,000	-	0.0%	5,000	-	0.0%	-
Abatement	5,500	298	5.4%	2,500	988	39.5%	38,143
Automated Speed Enforcement (ASE)	381,500	248,528	65.1%	442,000	312,898	70.8%	268,751
Redondo Speed Enforcement	800,000	883,767	110.5%	530,000	268,945	50.7%	614,822
Transportation Benefit District	959,000	1,099,495	114.7%	1,450,000	450,000	31.0%	3,265,452

CAPITAL PROJECT FUNDS

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

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

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

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

Real Estate Excise Tax

The State of Washington levies a real estate excise tax (REET) upon most sales of real property. The tax is calculated based on the full selling price, including the amount of any liens, mortgages, and other debts given to secure the purchase. The tax is due at the time of sale and is collected by the county when the documents of sale are presented for recording.

In addition to the state real estate excise tax, cities and counties may impose local real estate excise taxes. The City collects the following:

- **REET 1, or the “first quarter percent”** – a 0.25% REET which may be imposed by any city, town, or county primarily for capital projects and limited maintenance;
- **REET 2, or the “second quarter percent”** – an additional 0.25% REET which may be imposed by any city, town, or county fully planning under the Growth Management Act, to be used primarily for capital projects and limited maintenance;

2024 4TH QUARTER FINANCIAL REPORT

In 2024, the City received \$641,404 of REET 1 and \$638,054 of REET 2. The budget for both was \$650,000.

REET revenue is used to fund the City's capital projects. For more information about the usage of REET funds, please see the City's [Capital Improvements Plan](#) located on the City website under Departments>Finance>Budget>Financial Reports.

Summary of Capital Project Funds

Fund	Revenue			Expenditures			Ending Operating Reserve
	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget	
Capital Project Fund:							
REET 1	\$ 660,000	\$ 770,615	116.8%	\$ 1,545,000	\$ 250,834	38.0%	\$ 2,615,875
REET 2	652,500	712,844	109.2%	1,839,576	534,940	82.0%	1,189,505
Park Levy	195,500	222,036	113.6%	335,000	-	0.0%	319,102
Park in Lieu	100,750	2,711	2.7%	76,000	-	0.0%	363,496
One-Time Sales & B+O Tax Revenues	5,000	84,397	1687.9%	685,000	50,000	1000.0%	1,289,807
Municipal Capital Improvements	5,723,600	1,195,715	20.9%	16,558,359	3,489,467	61.0%	9,882,742
Transportation Capital Improvements	9,630,000	4,251,317	44.1%	8,420,641	5,364,434	55.7%	1,564,929
Traffic in Lieu	452,500	265,448	58.7%	776,000	-	0.0%	430,900
Traffic Impact - Citywide	301,250	494,180	164.0%	899,000	-	0.0%	1,525,324
Traffic Impact - Pac Ridge	100,750	33,501	33.3%	-	-	0.0%	640,901

ENTERPRISE FUNDS

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

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

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

2024 4TH QUARTER FINANCIAL REPORT

Marina Fund Details

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

Marina Fund Summary of Sources and Uses	2024			2024 YTD Budget vs Actual	
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage
Operating Revenue					
Charges for Services	\$ 3,538,167	\$ 3,538,167	\$ 4,028,427	\$ 490,260	14%
Fuel Sales	1,503,000	1,503,000	1,169,763	(333,237)	-22%
Parking Fines & Moorage Late Fees	20,000	20,000	14,882	(5,118)	0%
Intergovernmental Revenues	-	-	12,722	12,722	0%
Miscellaneous Revenues	12,800	12,800	24,250	11,450	89%
Operating Revenue Subtotal	\$ 5,073,967	\$ 5,073,967	\$ 5,250,044	\$ 176,077	3%
Operating Expense					
Salaries and Benefits	\$ 1,310,733	\$ 1,310,733	\$ 1,310,563	\$ (170)	0%
Supplies	147,500	147,500	107,826	(39,674)	-27%
Fuel Purchases	1,200,000	1,200,000	928,807	(271,193)	-23%
Services	612,145	612,145	524,351	(87,794)	-14%
Services - Interfund	930,106	930,106	899,945	(30,161)	-3%
Total Operating Expenses (excl. depreciation)	\$ 4,200,484	\$ 4,200,484	\$ 3,771,493	\$ (428,991)	-10%
Operating Income/(Loss)	\$ 873,483	\$ 873,483	\$ 1,478,551	\$ 605,068	69%
Non-Operating Revenue					
Interest Income	90,000	90,000	728,345	638,345	709%
Other	0	0	58,948	58,948	#DIV/0!
Non-operating Revenue Subtotal	\$ 90,000	\$ 90,000	\$ 787,293	\$ 697,293	775%
Non-operating Expense					
Capital Outlay	\$ 7,687,000	\$ 7,687,000	\$ 90,682	\$ (7,596,318)	-99%
Debt Service	1,272,523	1,272,523	1,176,874	(95,649)	-8%
Other	0	0	53,399	53,399	#DIV/0!
Non-operating Expense Subtotal	\$ 8,959,523	\$ 8,959,523	\$ 1,320,954	\$ (7,638,569)	-85%
Net Income	\$ (7,996,040)	\$ (7,996,040)	\$ 944,890	\$ 8,940,930	-112%

**December is month 12 of 12 = 100%

Fuel Profits (Using COGS) \$ 330,095

Beginning Cash and Investments	\$ 20,053,931
Prior Period Adjustments	3,887
Net Income	944,890
Ending Cash and Investments	<u>\$ 21,002,708</u>

2024 4TH QUARTER FINANCIAL REPORT

Surface Water Management (SWM) Fund Details

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

Surface Water Management Fund Summary of Sources and Uses	2024			2024 YTD Budget vs Actual	
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage
Operating Revenue					
Charges for Services	\$ 5,529,436	\$ 5,529,436	\$ 5,757,277	\$ 227,841	4%
Intergovernmental Revenue	613,000	613,000	853,512	240,512	39%
Operating Revenue Subtotal	\$ 6,142,436	\$ 6,142,436	\$ 6,610,789	\$ 468,353	8%
Operating Expense					
Salaries and Benefits	\$ 1,672,255	\$ 1,672,255	\$ 1,536,543	\$ (135,712)	-8%
Supplies	116,100	116,100	100,504	(15,596)	-13%
Services	1,639,027	1,639,027	1,520,407	(118,620)	-7%
Services - Interfund	727,599	727,599	718,682	(8,917)	-1%
Total Operating Expenses (excl. depreciation)	\$ 4,154,981	\$ 4,154,981	\$ 3,876,136	\$ (278,845)	-7%
Operating Income/(Loss)	\$ 1,987,455	\$ 1,987,455	\$ 2,734,653	\$ 747,198	38%
Non-Operating Revenue					
Miscellaneous Revenue	\$ -	\$ -	\$ 2,454	\$ 2,454	0%
Interest Income	20,000	20,000	594,951	574,951	2875%
Other	0	-	19,196	19,196	#DIV/0!
Non-operating Revenue Subtotal	\$ 20,000	\$ 20,000	\$ 616,602	\$ 596,602	2983%
Non-operating Expense					
Capital Outlay	\$ 5,000,000	\$ 5,000,000	\$ 2,829,089	\$ (2,170,911)	-43%
Other	-	-	3,946	3,946	#DIV/0!
Non-operating Expense Subtotal	\$ 5,000,000	\$ 5,000,000	\$ 2,833,035	\$ (2,166,965)	-43%
Net Income	\$ (2,992,545)	\$ (2,992,545)	\$ 518,220	\$ 3,510,765	-117%

**December is month 12 of 12 = 100%

Beginning Cash and Investments	\$ 10,535,529
Prior Period Adjustments	4,892
Net Income	518,220
Ending Cash and Investments	\$ 11,058,641

INTERNAL SERVICE FUNDS

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

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

2024 4TH QUARTER FINANCIAL REPORT

The City has internal service funds for:

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

Fund	Revenue			Expenditures			Ending Operating Reserve
	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget	
Internal Service Funds:							
Equipment Rental Operations	\$ 1,238,024	\$ 735,828	59.4%	\$ 846,082	\$ 712,661	57.6%	\$ 117,543
Equipment Rental Replacement	753,280	924,360	122.7%	1,122,000	791,878	105.1%	3,086,355
Facility Repair and Replacement	541,150	224,669	41.5%	881,299	492,952	91.1%	327,226
Computer Replacement	412,800	324,613	78.6%	939,985	266,809	64.6%	1,341,917
Self Insurance	1,286,315	1,128,640	87.7%	1,283,927	1,189,442	92.5%	815,261
Unemployment Insurance	51,950	77,249	148.7%	67,500	21,917	42.2%	581,997

2024 4TH QUARTER FINANCIAL REPORT

ATTACHMENT 1

SALES TAX SUMMARY December 2024 (October 2024 Sales)

NAICS	CONSTRUCTION	2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
236	Construction of Buildings	714,343	714,343	347,856	-51.3%	
237	Heavy & Civil Construction	50,465	50,465	57,120	13.2%	
238	Specialty Trade Contractors	380,010	380,010	371,885	-2.1%	
	TOTAL CONSTRUCTION	1,134,818	1,134,818	776,861	-31.0%	
	Overall Construction Change from Previous Year			(\$48,228)		
MANUFACTURING		2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
311	Food Manufacturing	1,937	1,937	737	-62.3%	
312	Beverage & Tobacco Products	2,444	2,444	2,229	-9.2%	
313	Texile Mills	24	24	20	-17.2%	
314	Textile Product Mills	207	207	175	-15.8%	
315	Apparel Manufacturing	310	310	320	3.1%	
316	Leather & Allied Products	365	365	434	18.8%	
321	Wood Product Manufacturing	2,141	2,141	6,365	197.2%	
322	Paper Manufacturing	460	460	436	-5.2%	
323	Printing & Related Support	436	436	430	-1.4%	
324	Textile, Textile Mill, and Textile Mill Product Manufacturing	41	41	80	92.3%	
325	Chemical Manufacturing	1,254	1,254	1,367	9.0%	
326	Plastic & Rubber Products	384	384	289	-24.7%	
327	Nonmetallic Mineral Products	4,390	4,390	4,469	1.8%	
331	Primary Metal Manufacturing	25	25	68	171.1%	
332	Machinery Manufacturing	6,390	6,390	1,863	-70.8%	
333	Computer & Electronic Products	854	854	730	-14.6%	
334	Electrical, Electronic, and Appliance Manufacturing	3,309	3,309	2,730	-17.5%	
335	Electric, Electronic, and Appliance Manufacturing	790	790	1,637	107.2%	
336	Furniture & Related Products	16,069	16,069	15,676	-2.4%	
337	Miscellaneous Manufacturing	4,229	4,229	4,249	0.5%	
339	Miscellaneous Manufacturing	4,628	4,628	4,278	-7.6%	
	TOTAL MANUFACTURING	54,468	54,468	53,099	-2.5%	
	Overall Manufacturing Change from Previous Year			(\$1,389)		
TRANSPORTATION & WAREHOUSING		2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
481	Air Transportation	5	5	2	-63.7%	
482	Rail Transportation	-	-	-	-	
483	Water Transportation	6,501	6,501	6,412	-1.4%	
484	Truck Transportation	-	-	-	-	
485	Taxi and Ground Passenger Transportation	689	689	3,486	404.1%	
487	Scenic and Sightseeing Transportation	2,121	2,121	106	-49.8%	
488	Transportation Support	115	115	106	-7.5%	
491	Postal Services	23,390	23,390	32,317	38.2%	
492	Couriers & Messengers	1,143	1,143	371	-67.5%	
493	Warehousing & Storage	-	-	-	-	
	TOTAL TRANSPORTATION & WAREHOUSING	33,944	33,944	42,684	25.8%	
	Overall Transportation Change from Previous Year			\$8,720		
WHOLESALE TRADE		2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
423	Wholesale Trade - Durable Goods	162,845	162,845	153,627	-9.3%	
424	Wholesale Trade - Non-durable Goods	52,346	52,346	54,807	4.7%	
425	Wholesale Trade - Miscellaneous	736	736	1,370	184.8%	
	WHOLESALE TRADE TOTAL	215,927	215,927	210,804	-2.4%	
	Overall Wholesale Change from Previous Year			(\$5,123)		
	GRAND TOTALS	4,278,723	4,278,723	4,033,471	-5.73%	
	Grand Total Change from Previous Year to Date			(\$245,252)		

NAICS	AUTOMOTIVE	2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
441	Motor Vehicle & Parts Dealer	102,216	102,216	207,619	103.2%	
447	Gasoline Stations	-	-	-	-	
	TOTAL AUTOMOTIVE	102,216	102,216	207,619	103.2%	
	Overall Automotive Change from Previous Year			\$105,403		
RETAIL TRADE		2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
442	Furniture & Home Furnishings	-	-	-	-	
443	Electronics & Appliances	53,538	53,538	56,297	5.2%	
444	Building Material & Garden	171,323	171,323	164,284	-4.1%	
445	Food & Beverage Stores	-	-	-	-	
446	Health & Personal Care	-	-	-	-	
448	Furniture & Home Furnishings, Electronics, and Appliances	215,111	215,111	153,068	-28.8%	
449	Furniture, Home Furnishings, Electronics, and Appliances	-	-	-	-	
451	Sporting Goods, Hobby, Books	-	-	-	-	
452	General Merchandise Stores	-	-	-	-	
453	Miscellaneous Store Retailers	-	-	-	-	
454	Nonstore Retailers	57,547	57,547	63,701	10.7%	
455	General Merchandise Retailers	155,417	155,417	158,173	42.6%	
456	Health and Personal Care Retailers	66,686	66,686	60,038	-10.0%	
457	Gasoline Stations and Fuel Dealers	51,776	51,776	50,819	-1.8%	
458	Clothing, Clothing Accessories, Shoe and Jewelry Retailers	622,518	622,518	675,052	8.4%	
459	Sporting Goods, Hobby, Musical Instrument, Book and Misc	-	-	-	-	
	TOTAL RETAIL TRADE	1,393,916	1,393,916	1,301,450	-6.6%	
	Overall Retail Change from Previous Year			(\$92,466)		
SERVICES		2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
51*	Information	189,478	189,478	215,632	13.8%	
52*	Finance & Insurance	23,393	23,393	23,268	-0.5%	
53*	Real Estate, Rental, Leasing	69,057	69,057	66,452	-3.8%	
541	Professional, Scientific, Tech	84,983	84,983	86,028	1.2%	
551	Company Management	817	817	1,684	106.0%	
56*	Admin, Support, Remedial Services	251,426	251,426	262,692	4.4%	
611	Educational Services	16,075	16,075	18,066	11.8%	
62*	Health Care Social Assistance	6,000	6,000	7,133	18.3%	
71*	Arts & Entertainment	32,618	32,618	35,015	7.4%	
72*	Accommodation & Food Services	415,966	415,966	429,659	3.3%	
81*	Other Services	117,907	117,907	161,162	36.7%	
92*	Public Administration	867	867	840	-3.1%	
	TOTAL SERVICES	1,208,618	1,208,618	1,307,978	8.2%	
	Overall Services Change from Previous Year			\$99,360		
MISCELLANEOUS		2024 YTD				YTD % Diff
		23 TOTAL	23 YTD	24 YTD	% Diff	
000	Unknown	-	-	-	-	
11-1115	Agriculture, Forestry, Fishing	947	947	701	-26.0%	
21-1221	Mining & Utilities	1,052	1,052	1,154	9.9%	
999	Unclassified Establishments	142,292	142,292	139,810	-1.7%	
	MISCELLANEOUS TOTAL	144,291	144,291	132,715	-8.7%	
	Overall Miscellaneous Change from Previous Year			(\$11,576)		

2025 1ST QUARTER FINANCIAL REPORT

Executive Summary

This report provides a snapshot of the City of Des Moines' financial performance for the first quarter ending March 31, 2025.

General Fund Overview

The City's General Fund revenue totaled \$5.56 million, representing 21% of the annual budget and exceeding year-to-date expectations by \$126,333 (2.3%). Notably, Sales and Use Tax collections were strong, outperforming budget by 7.5%, while Utility Tax revenues continued their positive trend, surpassing projections by 6.5%.

However, some revenue sources were less than budgeted projections:

- **Business & Occupation Tax** was \$129,220 (24%) below budget.
- **Red Light Running fines** declined 10.2% year-over-year, consistent with improved traffic safety.

On the expenditure side, the General Fund recorded \$5.96 million in spending, or 23% of the annual budget, slightly over expectations by 2.1%. Cost increases were driven primarily by:

- Personnel costs exceeding budget by 6.4%
- A bodycam refresh covered by grant funding

It is important to note that the City's primary revenue source is property tax, which is predominantly collected in the second and fourth quarters, with only minimal amounts received during the first and third quarters. As a result, an operating loss of \$394,886 in the first quarter is not unexpected.

Cash & Investment Management

Interest earnings in the Local Government Investment Pool (LGIP) reached \$451,381, slightly up from the prior year.

Other Funds Summary

- **Development Fund:** Continued to support fee-based development operations with an operating income of \$298,167.
- **Capital Project Funds (Real Estate Excise Tax (REET)):** Revenues were 24% (REET 1) and 22.3% (REET 2) of the annual budgets for the first quarter.
- **Enterprise Funds:** The Marina and Surface Water Management (SWM) Funds maintained operations and capital initiatives. The Marina finished the quarter with an operating income of \$392,681. SWM finished the quarter with an operating loss of \$615,370; however, storm water fees are collected primarily in April and October.
- **Internal Service Funds:** The Self Insurance fund expenditures were 98.3% of the annual budget as the fund paid the annual insurance invoice of \$1,115,329.

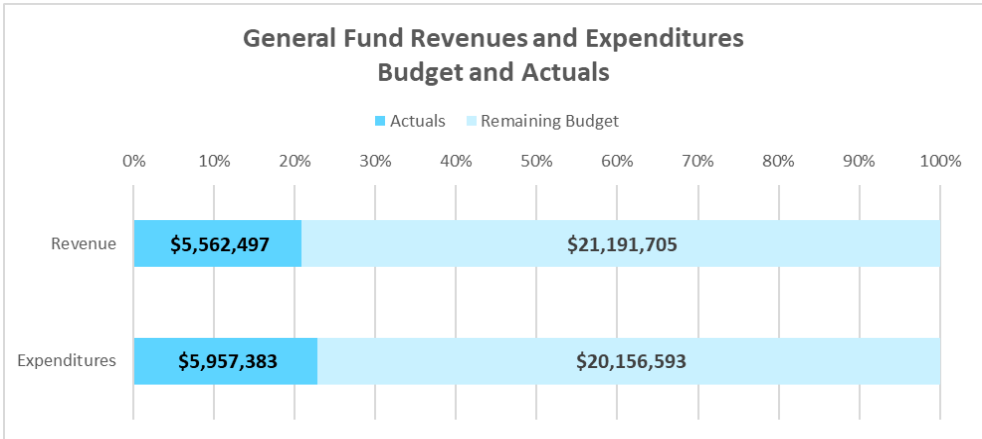
2025 1ST QUARTER FINANCIAL REPORT

GENERAL FUND

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

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

Through the first quarter of 2025, the General Fund received \$5,562,497 of revenue, which represents 21% of budgeted revenue for the year. The General Fund also incurred \$5,957,383 of expenditures representing 23% of the annual 2025 expenditure budget.

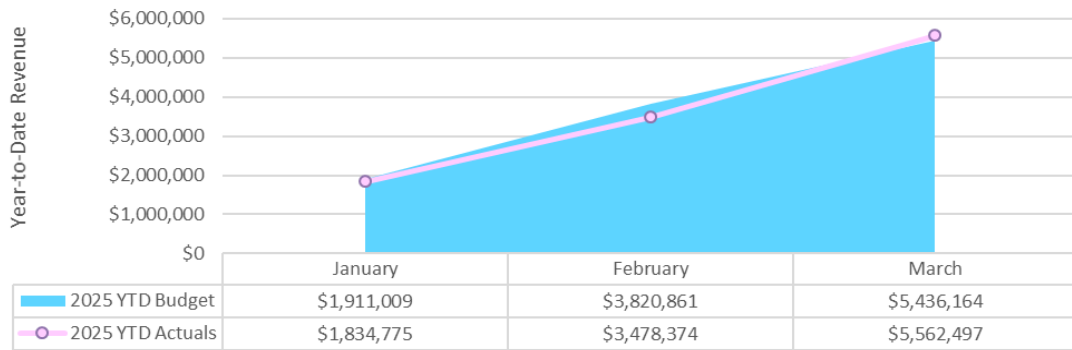


2025 1ST QUARTER FINANCIAL REPORT

Revenue

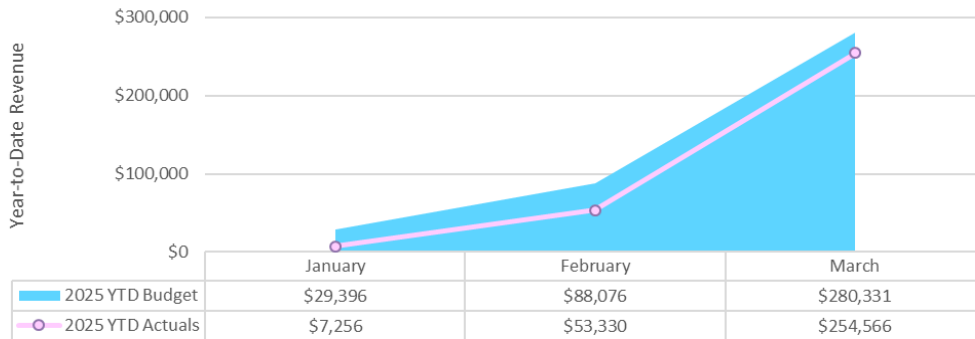
Total General Fund Revenue totaled \$5,562,497 at the end of the first quarter of 2025. This amount is \$126,333 (2.3%) over the year-to-date budget and \$78,397 (1.4%) more than the prior year. The adopted budget for 2025 is \$26,754,202.

General Fund Revenue
2025 Year-To-Date



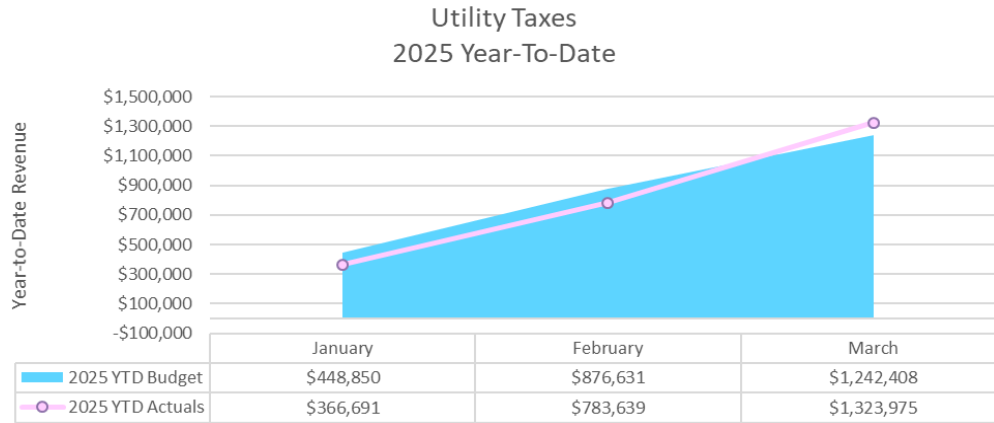
Property Taxes are primarily collected in the second and fourth quarters (April and October). Property tax collected through the first quarter was \$254,566, which was a \$25,765 (10.2%) lower than budgeted assumptions. The adopted budget for Property Tax revenue for 2025 is \$5,790,457.

Property Tax
2025 Year-To-Date



2025 1ST QUARTER FINANCIAL REPORT

Utility Taxes collected through the first quarter of 2025 were \$1,323,975, which is a \$81,566 (6.5%) greater than budgeted expectations. The City collects utility tax on the usage of electricity, natural gas, solid waste disposal, cable TV, telephone, and surface water. The City continues to see an increase in utility tax collections over past years. The adopted budget for Utility Tax revenue for 2025 is \$4,310,000.



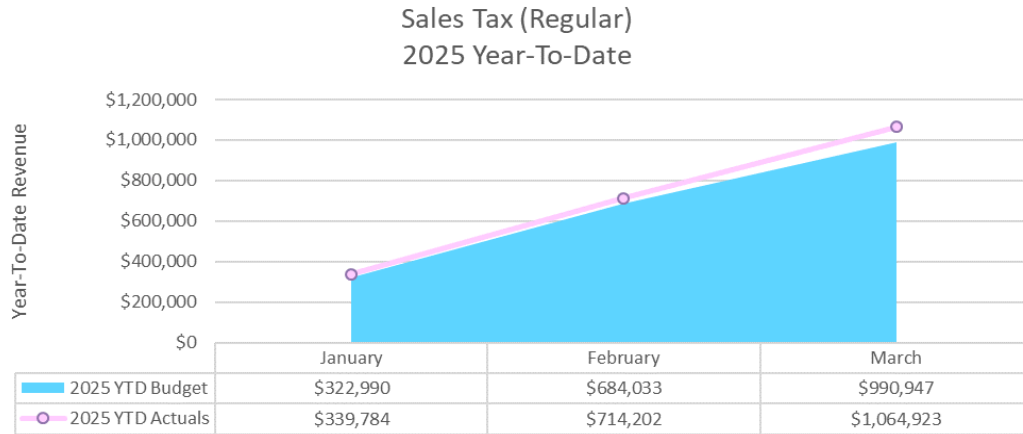
The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

Utility Tax Type	2024 Q1 Total	2025 Q1 Total	Change from 2024	
			Amount	Percent
Electricity	\$ 472,259	\$ 529,286	\$ 57,028	12.1%
Natural Gas	176,708	230,456	53,748	30.4%
Solid Waste	199,230	163,918	(35,312)	-17.7%
Cable TV	192,735	175,702	(17,033)	-8.8%
Telephone	51,700	62,280	10,580	20.5%
SWM*	157,316	162,332	5,017	3.2%
YE Total	\$ 1,249,947	\$ 1,323,975	\$ 74,027	5.9%

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

2025 1ST QUARTER FINANCIAL REPORT

Sales and Use Tax (Regular) collection increased \$124,843 (13.2%) over the same period in the prior year. Through the first quarter, the City collected \$1,064,923 in sales tax, which was \$73,976 (7.5%) over budgeted expectations. "Regular" Sales and Use Tax excludes the sales and use tax generated by construction projects that are valued at \$15 million or more. The adopted budget for Sales Tax revenue for 2025 is \$4,200,000.

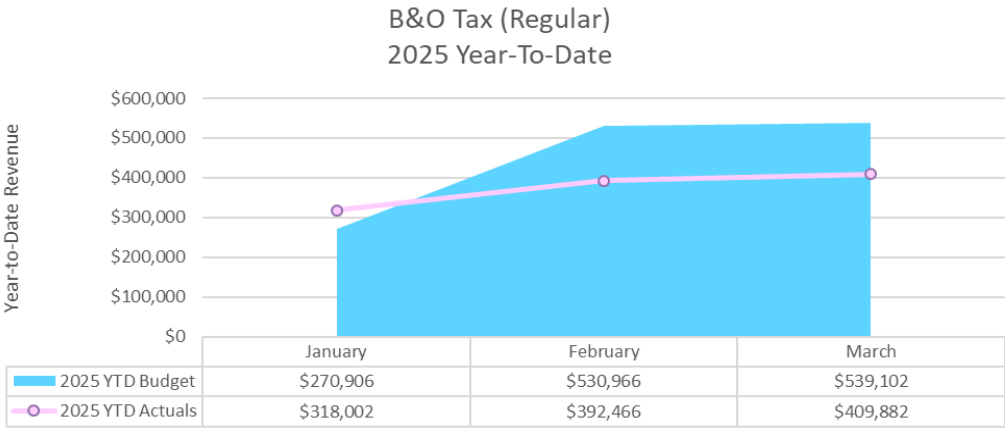


The City receives **One-Time Sales and Use Tax** from construction projects in the City whose permits are valued at \$15 million or more. Through the first quarter of 2025, the City received \$5,152 of One-Time Sales Tax revenue. As new projects are expected to begin in 2025, One-Time Sales Tax is expected to increase. The adopted budget for One-Time Sales Tax revenue for 2025 is \$250,000.

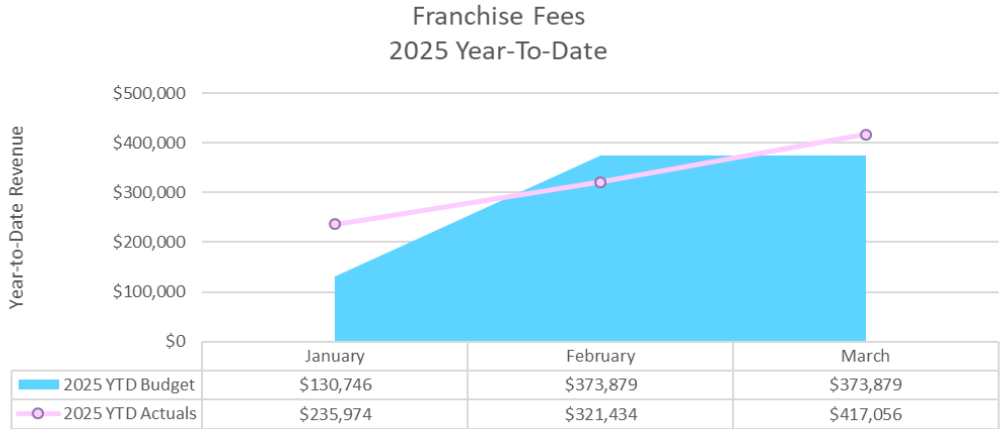
Please see Attachment #1 for a breakdown of sales tax by revenue category.

2025 1ST QUARTER FINANCIAL REPORT

The City received \$409,882 in **Business and Occupation Tax** through the first quarter of 2025. This amount was a \$129,220 (76.0%) less than budget. Collections of B&O Tax through the first quarter were also \$36,001 (8.1%) less than the prior year. The adopted budget for B&O Tax revenue for 2025 is \$1,450,000.



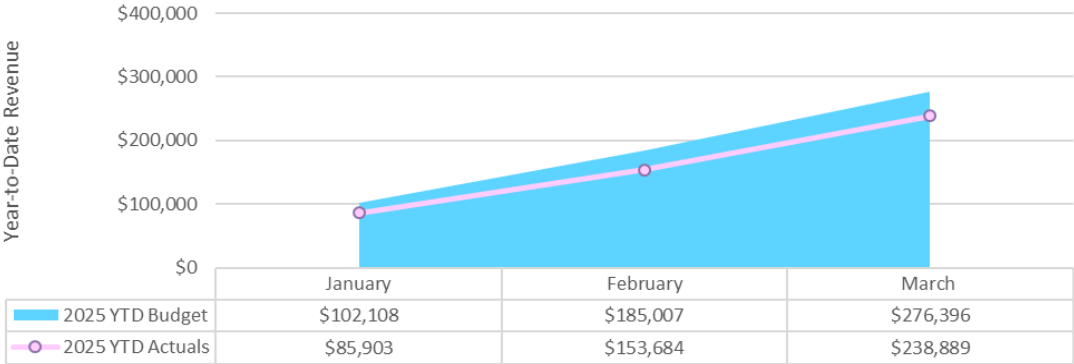
Franchise Fees help the City recoup the cost of allowing a utility to use its public space. Through the first quarter of 2025, the City collected \$417,056 in franchise fees, which was \$43,177 (11.5%) more than the year-to-date budget. The adopted budget for Franchise Fee revenue for 2025 is \$2,088,000.



2025 1ST QUARTER FINANCIAL REPORT

Red Light Running Infractions is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. Through the first quarter of 2025, the City collected \$238,889 in red light running fee revenue, which was \$37,507 (13.6%) less than the same period in the prior year. This amount follows the trend of safer driving resulting in reduced revenues. The 2025 adopted budget for Red Light Running revenue is \$1.1 million.

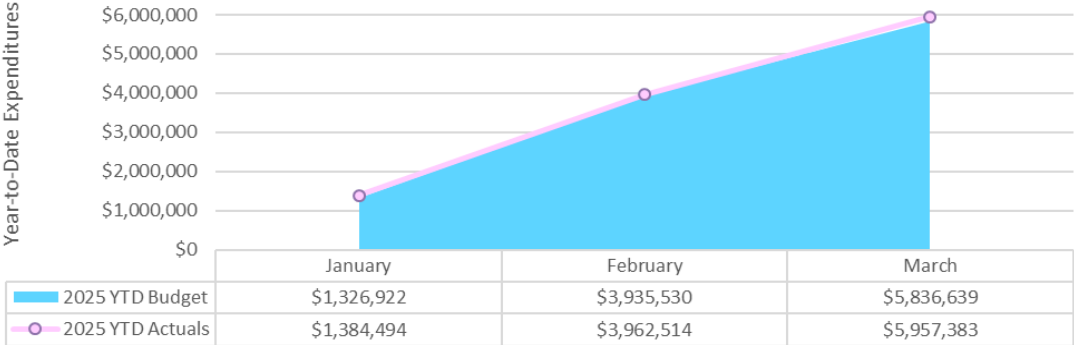
**Red Light Running
2025 Year-To-Date**



Expenditures

General Fund expenditures were \$5,957,383, which was \$120,744 (2.1%) more than budgeted expectations. The adopted budget for General Fund Expenditures for 2025 is \$26,113,975.

**General Fund Expenditures
2025 Year-To-Date**



2025 1ST QUARTER FINANCIAL REPORT

General Fund Summary of Uses Year to Date through June	2024	2025	2025		2025 vs 2024		2025 vs. Budget	
	YTD Actual	Annual Budget	YTD Budget	YTD Actual	\$	%	\$	%
Personnel	3,613,375	16,791,999	3,498,053	3,720,653	107,278	3.0%	222,600	6.4%
Supplies	199,519	588,255	147,064	212,839	13,321	6.7%	65,776	44.7%
Services	1,532,527	6,020,345	1,744,451	1,562,493	29,966	2.0%	(181,958)	-10.4%
Internal Services	373,063	2,713,376	447,071	453,321	80,258	21.5%	6,250	1.4%
Transfers Out	56,650	0	0	8,075	(48,575)	-85.7%	8,075	0.0%
Total Expenditures	5,775,134	26,113,975	5,836,639	5,957,382	182,248	3.2%	120,743	2.1%

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. Through the first quarter, personnel costs were \$107,278 (3.0%) higher than at the same point in the prior period and \$222,600 (6.4%) greater than the year-to-date budget. The budget variance is primarily due to payments due to employees who separated from the City.

Supplies: A unbudgeted bodycam refresh expenditure of \$77,230 resulted in supplies expenditures exceeding budget in the first quarter. However, these costs were reimbursed by grant funds.

Internal Services: Internal services increased \$80,258 over the same period of the prior year due to increased budgeted expenditures paid to the Equipment Rental Replacement fund.

Transfers Out: A transfer out to the American Rescue Plan Act (ARPA) Fund was recorded during the first quarter. A reconciliation of ARPA funds found that \$8,075 should not have been transferred to the General Fund in a prior year.

2025 1ST QUARTER FINANCIAL REPORT

General Fund Details

General Fund Summary of Sources and Uses	March 2025			2025 YTD Budget vs Actual		2025
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenues (Recurring)						
Taxes	\$ 20,343,457	\$ 3,843,349	\$ 3,844,257	\$ 908	0%	\$ 16,499,200
Licenses and Permits	425,500	161,478	194,426	32,948	20%	231,074
Intergovernmental (Grants, etc.)	910,519	227,630	255,175	27,545	12%	655,344
Fees/Charges/Fines	1,897,100	475,671	526,703	51,032	11%	1,370,397
Other	2,057,758	620,570	615,574	(4,996)	-1%	1,442,184
Total Operating Revenues (Recurring)	\$ 25,634,334	\$ 5,328,697	\$ 5,436,135	\$ 107,438	2%	\$ 20,198,200
Nonrecurring Revenues						
Sound Transit	154,868	38,717	44,200	5,483	14%	110,668
Body Cam Refresh	-	-	77,010	77,010	-	(77,010)
Sales Tax (One-Time)	200,000	50,000	5,152	(44,848)	-90%	194,848
B&O Tax (One-Time)	75,000	18,750	-	(18,750)	-100%	75,000
Sale of Property	690,000	-	-	-	-	690,000
Total Nonrecurring Revenues	\$ 1,119,868	\$ 107,467	\$ 126,362	\$ 18,895	18%	\$ 993,506
Total Revenue	\$ 26,754,202	\$ 5,436,164	\$ 5,562,497	\$ 126,333	2%	\$ 1,953,354
Operating Expenditures (Recurring)						
City Council	\$ 119,696	\$ 24,883	\$ 18,528	(6,355)	-26%	101,168
City Manager's Office	693,087	145,137	165,606	20,470	14%	527,481
City Clerk	707,046	279,893	360,372	80,479	29%	346,674
Human Resources	279,665	62,552	54,749	(7,802)	-12%	224,916
Emergency Management	26,283	6,571	51,386	44,815	682%	(25,103)
Communications	177,188	41,852	118,176	76,324	182%	59,012
Finance	1,306,317	293,096	311,686	18,590	6%	994,631
Information Technology Services	1,332,120	299,935	330,827	30,892	10%	1,001,293
Legal	1,015,611	215,031	192,617	(22,414)	-10%	822,994
Municipal Court	1,706,115	361,647	295,811	(65,836)	-18%	1,410,304
Public Safety - (SCORE/Public Defender/Fire Services)	1,020,310	255,078	180,954	(74,124)	-29%	839,356
Police	13,047,031	2,805,204	2,736,334	(68,871)	-2%	10,310,697
Planning and Building (Tax-based)	431,611	90,778	101,888	11,110	12%	329,723
Building and Parks Maintenance	1,800,384	339,873	346,673	6,800	2%	1,453,711
Community Events and Services	1,860,093	411,595	437,921	26,326	6%	1,422,172
Non-Departmental - Organizational Memberships	97,550	58,000	58,925	925	2%	38,625
Total Operating Expenditures (Recurring)	\$ 25,620,107	\$ 5,691,122	\$ 5,762,451	\$ 71,329	1%	\$ 19,857,656
Nonrecurring Expenditures						
Sound Transit	154,868	38,717	44,200	5,483	14%	110,668
Professional Development Program	15,000	13,800	13,800	-	0%	1,200
Professional Services - One-time	100,000	25,000	-	(25,000)	-100%	100,000
Sustainable Airport Master Plan	114,000	28,500	16,985	(11,515)	-40%	97,015
Body Cam Refresh	16,000	16,000	77,010	61,010	381%	(61,010)
Government relations	54,000	13,500	18,491	4,991	37%	35,509
Communications Contract	40,000	10,000	16,370	6,370	64%	23,630
Transfers Out - Fund 114 (American Rescue Plan Act Fund)	-	-	8,075	8,075	-	(8,075)
Total Operating Expenditures (Recurring)	\$ 493,868	\$ 145,517	\$ 194,932	\$ 49,415	34%	\$ 298,936
Total Expenditures	\$ 26,113,975	\$ 5,836,639	\$ 5,957,383	\$ 120,744	2%	\$ 20,156,593
Total Operating Income (Loss)	\$ 640,227	\$ (400,475)	\$ (394,886)	\$ 5,589		

**March is month 3 of 12= 25.0%

2025 1ST QUARTER FINANCIAL REPORT

City of Des Moines Cash Deposits and Investment Portfolio Year-to-date March 31, 2025

Security Type	Fair Value as of 1/1/2025	2025 Activity	Fair Value as of 3/31/2025	% of Portfolio
Federal Farm Credit Bank	\$ 7,285,589	\$ 23,405	\$ 7,308,994	10.8%
Federal Home Loan Bank	6,394,945	(2,456,325)	3,938,620	5.8%
Federal Home Loan Mtg. Corp.	1,492,725	5,145	1,497,870	2.2%
Federal Agricultural Mortgage Corp	4,250,310	18,943	4,269,253	6.3%
US Treasury Notes/Bonds	2,941,253	38,835	2,980,088	4.4%
United States Treasury STRIP	1,995,369	1,575,392	3,570,761	5.3%
Key Bank	5,792,655	(956,977)	4,835,678	7.2%
LGIP	41,606,900	(2,548,618)	39,058,282	57.9%
Total	\$ 71,759,746	\$ (4,300,202)	\$ 67,459,544	100.0%

Bond Investments	24,360,191	33.9%	23,565,585	34.9%
Local Government Investment Pool	41,606,900	58.0%	39,058,282	57.9%
Key Bank Account	5,792,655	8.1%	4,835,678	7.2%
Total	\$ 71,759,746	100%	\$ 67,459,544	100.0%

Local Government Investment Pool Composition

Operating Funds	17,447,505	42%	14,898,886	38%
Debt Proceeds	24,159,395	58%	24,159,395	62%
Total LGIP Funds	41,606,900	100%	39,058,282	100%

Note: LGIP transferred \$3M to Key Bank account to support daily operations.

Cash Management: The City maintains a cash balance with KeyBank to fund the City's day-to-day operations, including an account for Municipal Court operations. Other funds are invested in either the Local Government Investment Pool (LGIP) or in government bonds. The net earnings rate in the LGIP at March 31st was 4.3997%, a decrease of 1.0069% from March of 2024. LGIP Interest earned in 2025 through March 31st is **\$451,381.88**. In 2024, interest earned through March was \$449,949.43. The increase in interest is primarily due to bond proceeds being transferred to the LGIP.

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

Investment Transaction Listing

Maturities

During the first quarter of 2025, the following investments matured:

- Federal Home Loan Bank Corp., **\$1,500,000**, matured February 2025, **yielding 0.019%**
- Federal Home Loan Bank Corp., **\$1,000,000**, matured January 2025, **yielding 1.150%**

Purchases

During the first quarter of 2025, the following investment was purchased:

- United States Treasury STRIPS, **\$1,730,000**, **yielding 4.300%**, maturing 5/15/2028

OTHER FUNDS

SPECIAL REVENUE FUNDS

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

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

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

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

2025 1ST QUARTER FINANCIAL REPORT

Development Fund Details

Created in 2017, the purpose of the Development Fund is to account for revenue generated by fee-based development-related activities, including permitting, plan review, etc. and the associated cost of providing services. Divisions included in this fund include Planning and Development Services, Building, Joint and Minor Home Repair, Code Enforcement, Engineering Services, and City Project Management.

Development Fund Summary of Sources and Uses	2025			2025 YTD Budget vs Actual		2025 Remaining Budget
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	
Operating Revenues						
Planning and Building						
Building Permits	\$ 685,465	\$ 171,366	\$ 387,987	\$ 216,620	126%	\$ 297,478
Other Licenses and Permits	351,799	87,950	52,616	(35,334)	-40%	299,183
Intergovernmental (Grants, etc.)	97,749	24,437	36,633	12,196	50%	61,116
Charges for Services:						
Zoning Fees	319,278	79,820	22,129	(57,691)	-72%	297,149
Plan Check Fees	638,000	159,500	377,727	218,227	137%	260,273
Other Fees	7,480	1,870	1,625	(245)	-13%	5,855
Credit Card Fees	41,200	10,300	8,470	(1,830)	-18%	32,730
Penalties - Stop Work	15,500	3,875	1,355	(2,520)	-65%	14,145
Planning and Building Revenue Subtotal	\$ 2,156,471	\$ 539,118	\$ 888,542	\$ 349,425	65%	\$ 1,267,929
Engineering						
Right-Of-Way Permits	\$ 137,500	\$ 34,375	\$ 18,352	\$ (16,023)	-47%	\$ 119,148
Engineering Fees	159,254	39,814	32,810	(7,004)	-18%	126,444
Interfund Charges/ Engineering CIP Support	334,537	83,634	-	(83,634)	-100%	334,537
Engineering Revenue Subtotal	\$ 631,291	\$ 157,823	\$ 51,162	\$ (106,661)	-68%	\$ 580,129
Interest Income	65,000	16,250	19,910	3,660	23%	45,090
Transfers In - PBPW Automation Fee Fund	32,484	8,121	0	(8,121)	-100%	32,484
Total Operating Revenues	\$ 2,885,246	\$ 721,312	\$ 959,614	\$ 238,302	33%	\$ 1,925,632
Operating Expenditures						
Planning and Building						
Salaries and Benefits	\$ 1,613,355	\$ 336,116	\$ 343,521	\$ 7,405	2%	\$ 1,269,834
Supplies	33,351	8,338	9,171	833	10%	24,180
Services	470,649	117,662	101,566	(16,096)	-14%	369,083
Planning and Building Expenditures Subtotal	\$ 2,117,355	\$ 462,116	\$ 454,259	\$ (7,857)	-2%	\$ 1,663,097
Engineering						
Salaries and Benefits	\$ 715,814	\$ 149,128	\$ 123,384	\$ (25,744)	-17%	\$ 592,430
Supplies	12,000	3,000	1,093	(1,907)	-64%	10,907
Services	247,359	61,840	82,711	20,871	34%	164,648
Engineering Expenditures Subtotal	\$ 975,173	\$ 213,968	\$ 207,188	\$ (6,779)	-3%	\$ 767,985
Total Operating Expenditures	\$ 3,092,528	\$ 676,083	\$ 661,447	\$ (14,637)	-2%	\$ 2,431,082
Total Operating Income (Loss)	\$ (207,282)	\$ 45,228	\$ 298,167	\$ 252,939		

** March is month 3 of 12 = 25%

2025 1ST QUARTER FINANCIAL REPORT

Summary of other Special Revenue Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% of Budget	Budget	Actual	% of Budget
Special Revenue Funds:						
Street	\$ 2,618,000	\$ 593,709	22.7%	\$ 2,741,053	\$ 344,933	12.6%
Arterial Pavement	1,418,000	97,598	6.9%	1,466,788	1,059	0.1%
Police Drug Seizure	26,000	-	0.0%	20,500	5,135	25.0%
Hotel-Motel Tax	125,000	21,891	17.5%	120,000	5,000	4.2%
Affordable Housing Sales Tax	35,000	9,261	26.5%	35,000	-	0.0%
American Rescue Plan Act	-	8,455	#DIV/0!	1,103,000	86,628	7.9%
Redondo Zone	129,800	613	0.5%	150,635	37,311	24.8%
Waterfront Zone	438,550	121,597	27.7%	394,462	100,467	25.5%
PBPW Automation Fee	195,000	40,524	20.8%	120,409	28,095	23.3%
Urban Forestry	5,000	-	0.0%	5,000	-	0.0%
Abatement	3,600	-	0.0%	2,500	-	0.0%
Automated Speed Enforcement (ASE)	360,000	48,489	13.5%	432,976	34,361	7.9%
Transport Benefit District	1,040,000	232,528	22.4%	1,400,000	225,000	16.1%

CAPITAL PROJECT FUNDS

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

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

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

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

Real Estate Excise Tax

The State of Washington levies a real estate excise tax (REET) upon most sales of real property. The tax is calculated based on the full selling price, including the amount of any liens, mortgages, and other debts given to secure the purchase. The tax is due at the time of sale and is collected by the county when the documents of sale are presented for recording.

In addition to the state real estate excise tax, cities and counties may impose local real estate excise taxes. The City collects the following:

- **REET 1, or the “first quarter percent”** – a 0.25% REET which may be imposed by any city, town, or county primarily for capital projects and limited maintenance;
- **REET 2, or the “second quarter percent”** – an additional 0.25% REET which may be imposed by any city, town, or county fully planning under the Growth Management Act, to be used primarily for capital projects and limited maintenance;

2025 1ST QUARTER FINANCIAL REPORT

REET revenue amounts are primarily dependent on the real estate market. Below is a chart showing the historical five-year trend of REET revenue. REET 1 and REET 2 received from King County tend to be equal amounts. However, the City does receive REET 1 revenue from the state annually each March.

REET revenue is used to fund the City's capital projects. For more information about the usage of REET funds, please see the City's [Capital Improvements Plan](#) located on the City website under Departments>Finance>Capital Improvements Plans (CIP).

Summary of Capital Project Funds

Fund	Revenue			Expenditures		
	Budget	Actual	% of Budget	Budget	Actual	% of Budget
Capital Project Funds:						
REET 1	\$ 740,000	\$ 177,527	24.0%	\$ 2,380,979	\$ 38,961	5.3%
REET 2	700,000	155,943	22.3%	483,504	91,510	13.1%
Park Levy	150,000	3,505	2.3%	-	-	0.0%
Park in Lieu	27,500	-	0.0%	46,000	-	0.0%
One-Time Sales & B+O Tax Revenues	50,000	14,118	28.2%	165,000	12,500	25.0%
Municipal Capital Improvements	5,526,000	180,282	3.3%	15,558,000	864,178	15.6%
Transportation Capital Improvements	8,430,000	1,035,528	12.3%	9,020,000	752,557	8.9%
Traffic in Lieu	460,000	4,741	1.0%	-	-	0.0%
Traffic Impact - Citywide	345,000	43,363	12.6%	140,000	-	0.0%
Traffic Impact - Pac Ridge	120,000	7,045	5.9%	-	-	0.0%

ENTERPRISE FUNDS

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

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

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

2025 1ST QUARTER FINANCIAL REPORT

Marina Fund Details

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

Marina Fund Summary of Sources and Uses	2025			2025 YTD Budget vs Actual		2025
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenue						
Charges for Services	\$ 3,883,417	\$ 970,854	\$ 1,000,213	\$ 29,359	3%	\$ 2,883,204
Fuel Sales	1,503,000	375,750	113,724	(262,026)	-70%	1,389,276
Miscellaneous Revenues	18,330	4,583	4,873	291	6%	13,457
Operating Revenue Subtotal	\$ 5,404,747	\$ 1,351,187	\$ 1,118,810	\$ (232,376)	-17%	\$ 4,285,937
Operating Expense						
Salaries and Benefits	\$ 1,459,598	\$ 425,716	\$ 277,826	\$ (147,890)	-35%	\$ 1,181,772
Supplies	150,550	37,638	25,163	(12,474)	-33%	125,387
Fuel Purchases	1,200,000	300,000	63,052	(236,948)	-79%	1,136,948
Services	713,909	178,477	98,509	(79,968)	-45%	615,400
Services - Interfund	1,052,806	263,202	261,579	(1,622)	-1%	791,227
Total Operating Expenses (excl. depreciation)	\$ 4,576,863	\$ 1,205,032	\$ 726,130	\$ (478,903)	-40%	\$ 3,850,733
Operating Income/(Loss)	\$ 827,884	\$ 146,154	\$ 392,681	\$ 246,526	169%	\$ 435,203
Non-Operating Revenue						
Interest Income	280,000	70,000	126,961	56,961	81%	153,039
Non-operating Revenue Subtotal	\$ 280,000	\$ 70,000	\$ 127,066	\$ 57,066	82%	\$ 152,934
Non-operating Expense						
Capital Outlay	\$ 14,692,000	\$ 3,673,000	\$ 51,615	\$ (3,621,385)	-99%	\$ 14,640,386
Debt Service	1,101,996	275,499	161	(275,338)	-100%	1,101,835
Non-operating Expense Subtotal	\$ 15,793,996	\$ 3,948,499	\$ 51,776	\$ (3,896,723)	-99%	\$ 15,742,221
Net Change in Unrestricted Net Position	\$ (14,686,112)	\$ (3,732,345)	\$ 467,971	\$ 4,200,316	-113%	\$ (15,154,083)

** March is month 3 of 12 = 25%

2025 1ST QUARTER FINANCIAL REPORT

Surface Water Management (SWM) Fund Details

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

Surface Water Management Fund Summary of Sources and Uses	2025			2025 YTD Budget vs Actual		2025
	Adopted Budget	YTD Budget	YTD Actual	Amount	Percentage	Remaining Budget
Operating Revenue						
Charges for Services	\$ 5,794,001	\$ 498,678	\$ 326,306	\$ (172,372)	-35%	\$ 5,467,695
Intergovernmental Revenue	844,000	211,000	-	(211,000)	-100%	844,000
Operating Revenue Subtotal	\$ 6,638,001	\$ 709,678	\$ 326,306	\$ (383,372)	-54%	\$ 6,311,695
Operating Expense						
Salaries and Benefits	\$ 2,023,034	\$ 421,465	\$ 403,848	\$ (17,618)	-4%	\$ 1,619,186
Supplies	119,650	29,913	17,662	(12,251)	-41%	101,988
Services	1,698,715	424,679	271,004	(153,675)	-36%	1,427,711
Services - Interfund	1,012,635	253,159	249,162	(3,997)	-2%	763,473
Total Operating Expenses (excl. depreciation)	\$ 4,854,034	\$ 1,129,215	\$ 941,675	\$ (187,540)	-17%	\$ 3,912,359
Operating Income/(Loss)	\$ 1,783,967	\$ (419,538)	\$ (615,370)	\$ (195,832)	47%	\$ 2,399,337
Non-Operating Revenue						
Interest Income	400,000	100,000	113,886	13,886	14%	286,115
Non-operating Revenue Subtotal	\$ 400,000	\$ 100,000	\$ 113,886	\$ 13,886	14%	\$ 286,115
Non-operating Expense						
Capital Outlay	\$ 2,094,000	\$ 523,500	\$ 1,380,311	\$ 856,811	164%	\$ 713,689
Transfers Out to Fund 319 (Transportation Improvements)	500,000	125,000	-	(125,000)	(1)	500,000
Non-operating Expense Subtotal	\$ 2,594,000	\$ 648,500	\$ 1,380,311	\$ 731,811	113%	\$ 1,213,689
Net Change in Unrestricted Net Position	\$ (410,033)	\$ (968,038)	\$ (1,881,796)	\$ (913,758)	94%	\$ 1,471,763

** March is month 3 of 12 = 25%

2025 1ST QUARTER FINANCIAL REPORT

INTERNAL SERVICE FUNDS

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

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

The City has internal service funds for:

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

Fund	Revenue			Expenditures		
	Budget	Actual	% Actual to Budget	Budget	Actual	% Actual to Budget
<i>Internal Service Funds:</i>						
Equipment Rental Operations	1,238,024	183,629	14.8%	811,082	159,886	12.9%
Equipment Rental Replacement	753,280	226,115	30.0%	1,122,000	356,503	47.3%
Facility Major Repairs	461,150	34,474	7.5%	546,000	7,822	1.7%
Computer Replacement	412,800	77,728	18.8%	939,985	58,954	14.3%
Self Insurance	1,286,315	277,397	21.6%	1,266,927	1,120,805	87.1%
Unemployment Insurance	51,950	15,202	29.3%	42,500	16,138	31.1%

2025 1ST QUARTER FINANCIAL REPORT

ATTACHMENT 1

SALES TAX SUMMARY March 2025 (January 2025 Sales)

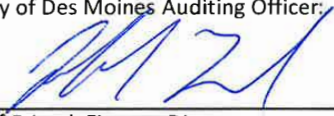
	24 TOTAL	24 YTD	25 YTD	YTD
CONSTRUCTION				
286 Construction of Buildings	\$47,565	\$9,372	\$108,364	21.2%
237 Heavy & Civil Construction	\$7,120	\$7,156	\$2,371	21.8%
288 Specialty Trade Contractors	\$71,866	\$72,711	\$71,449	19.9%
TOTAL CONSTRUCTION	\$126,551	\$119,239	\$282,184	22.6%
Overall Construction Change from Previous Year				
MANUFACTURING				
311 Food Manufacturing	757	178	232	30.4%
312 Beverage & Tobacco Products	2,229	461	702	52.1%
313 Textile Mills	200	69	68	-2.8%
314 Textile Product Mills	175	86	44	-23.9%
315 Apparel Manufacturing	320	86	134	56.7%
316 Leather & Allied Products	434	110	130	18.4%
321 Wood Product Manufacturing	6,365	299	288	-92.5%
322 Paper Manufacturing	4,507	51	71	40.4%
323 Printing & Related Support	4,507	1,171	3,528	201.3%
324 Petroleum & Coal Products	80	1	9	531.1%
325 Chemical Manufacturing	1,867	346	275	-20.6%
326 Plastic & Rubber Products	289	97	17	-82.3%
327 Nonmetallic Mineral Products	4,459	1,178	670	-43.2%
331 Primary Metal Manufacturing	68	68	426	81.9%
332 Fabricated Metal Industry Products	1,833	234	238	-20.3%
333 Machinery Manufacturing	720	238	296	-56.9%
334 Computer & Electronic Products	2,720	1,637	112	-77.0%
335 Electric, Electronic, Appliances	15,676	2,860	5,728	100.3%
336 Transportation Equipment Mfg	4,248	1,222	287	-75.7%
337 Furniture & Related Products	4,278	1,816	1,202	-25.6%
339 Miscellaneous Manufacturing				
TOTAL MANUFACTURING	\$33,099	\$14,455	\$14,375	-4.6%
Overall Manufacturing Change from Previous Year				
TRANSPORTATION & WAREHOUSING				
401 Air Transportation	-	-	-	-
402 Rail Transportation	2	1	1	-40.7%
403 Water Transportation	-	-	0	-
404 Truck Transportation	6,412	1,575	1,278	-18.8%
405 Transit and Ground Passengers	-	-	-	-
407 Space and Spillover Items	-	-	616	74.3%
408 Transportation Support	3,488	353	23	-15.8%
409 Postal Services	106	27	23	-44.4%
402 Couriers & Messengers	32,317	6,713	9,082	44.4%
403 Warehousing & Storage	371	229	63	-72.8%
TOTAL TRANS & WHSNG	\$42,884	\$8,899	\$11,693	31.2%
Overall Transportation Change from Previous Year				
WHOLESALE TRADE				
423 Wholesale Trade-Durable Goods	\$153,627	\$8,683	\$45,060	17.1%
424 Wholesale Trade-Nondurable Goods	\$4,607	\$15,726	\$15,730	0.4%
425 Wholesale Electronic Markets	\$1,370	\$190	\$303	59.3%
WHOLESALE TRADE TOTAL	\$159,604	\$24,599	\$61,153	12.4%
Overall Wholesale Change from Previous Year				
RETAIL TRADE				
442 Furniture & Home Furnishings	-	-	-	-
443 Electronics & Appliances	56,297	11,944	14,526	21.7%
444 Building Material & Garden	184,284	44,440	43,391	-1.9%
445 Food & Beverage Stores	-	-	-	-
446 Health & Personal Care	-	-	-	-
448 Clothing & Accessories	153,056	44,412	39,900	-11.1%
449 Furniture, Home Furnishings, Electronics, and Appliances	-	-	-	-
451 Sporting Goods, Hobby, Books	-	-	-	-
452 General Merchandise Stores	-	-	-	-
453 Miscellaneous Store Retailers	-	-	-	-
454 Nonstore Retailers	-	-	-	-
455 General Merchandise Retailers	63,701	16,746	18,851	12.6%
456 Health and Personal Care Retailers	58,173	17,080	13,347	-21.8%
457 Gasoline Stations and Fuel Dealers	60,038	14,635	16,740	13.9%
458 Clothing, Clothing Accessories, Shoe and Jewelry Retailers	50,849	14,949	16,554	7.4%
459 Sporting Goods, Hobby, Musical Instrument, Book and Misc	675,029	189,710	189,539	4.6%
TOTAL RETAIL TRADE	\$1,301,450	\$344,936	\$351,558	1.9%
Overall Retail Change from Previous Year				
SERVICES				
51* Information	215,632	62,249	52,397	-15.8%
52* Finance & Insurance	23,288	6,034	5,888	-2.4%
53* Real Estate, Rental, Leasing	66,452	12,431	12,956	4.5%
54* Professional, Scientific, Tech	86,028	19,123	32,706	71.0%
55* Company Management	1,894	261	261	82.2%
56* Admin, Supp, Remed Svcs	262,602	68,384	68,590	0.3%
61* Educational Services	18,906	4,323	3,805	-12.0%
62* Health Care Social Assistance	7,133	1,131	2,027	78.7%
71* Arts & Entertainment	35,015	6,819	8,430	22.6%
72* Accommodation & Food Svcs	429,659	95,554	96,554	3.2%
81* Other Services	161,162	35,387	53,441	51.0%
92* Public Administration	840	214	757	294.5%
TOTAL SERVICES	\$1,340,978	\$389,830	\$377,845	9.0%
Overall Services Change from Previous Year				
MISCELLANEOUS				
111-1115 Unknown	701	112	-	-
111-1115 Agriculture, Forestry, Fishing	11,564	167	135	20.5%
211-221 Mining & Utilities	139,910	28,610	27,896	-5.0%
999 Unclassifiable Establishments	-	-	-	-
MISCELLANEOUS TOTAL	\$152,175	\$28,878	\$26,136	-2.4%
Overall Miscellaneous Change from Previous Year				
GRAND TOTALS	\$433,471	\$82,128	\$101,073	8.89%
Grand Total Change from Previous Year to Date				

CITY OF DES MOINES
Voucher Certification Approval
June 26, 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 June 26, 2025 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through June 12, 2025 and payroll transfers through June 5, 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
Claims Vouchers:				
EFT's		11942	12037	2,185,465.27
Wires		2977	3002	1,415,530.11
AP Checks		166797	166830	537,784.56
AP Voided Checks		166589, 166727		(1,164.55)
Total Vouchers paid				4,137,615.39
Payroll Vouchers				
Payroll Checks		199446	19950	9,257.48
Payroll Advice	6/5/2025	13765	13926	462,906.89
Payroll Advice		13927	13927	18,402.08
Total Paychecks & Direct Deposits				9,257.48
Total checks and wires for A/P & Payroll				4,146,872.87

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, May 22, 2025 - 6:00 PM**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Gene Achziger.

ROLL CALL

Council Present:

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

Council via Zoom:

Councilmember Jeremy Nutting

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; City Prosecutor Tara Vaughn; Finance Director Jeff Friend; Public Works Director Michael Slevin; Police Chief Ted Boe; Assistant Chief Cory Stanton; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant City Attorney Matt Hutchins; IT Director Chris Pauk; City Engineer Tommy Owen; and City Clerk Taria Keane

PROCLAMATIONS

NATIONAL PUBLIC WORKS WEEK PROCLAMATION

Direction/Action

Motion made by Councilmember Jeremy Nutting; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 7-0.

Regular Meeting Minutes
May 22, 2025

Mayor Traci Buxton read the National Public Works Week Proclamation into the record.

LGBTQIA+ PRIDE MONTH PROCLAMATION

Direction/Action

Motion made by Councilmember Yoshiko Grace Matsui; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 7-0.

Councilmember Yoshiko Grace Matsui read the Proclamation recognizing June as LGBTQIA+ Pride Month into the record.

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

- No additional correspondence was received beyond the emails already provided to Council.

COMMENTS FROM THE PUBLIC

- Jo Schadt, Marina Development
- Jim Lampariello, Marina Development
- Kelleen Silveira, Marina Steps
- Kyrja Rose, Marina Steps
- Lloyd Lytle, Marina Steps

REGIONAL COMMITTEE REPORT

- SOUND CITIES ASSOCIATION PUBLIC ISSUES COMMITTEE
 - Deputy Mayor Harry Steinmetz provided an update on the recent Sound Cities Association Public Issues Committee Meeting held on May 14, 2025.
- REGIONAL TRANSIT COMMITTEE ADVISORY
 - Councilmember JC Harris provided an update on the recent Regional Transit Committee Advisory Committee Meeting held on May 21, 2025.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

Item 1: PET LICENSING PROGRAM PRESENTATION

Chief Ted Boe, Assistant Chief Cory Stanton, and Michael Lambert from DocuPet gave a PowerPoint Presentation to Council on pet licensing.

Regular Meeting Minutes
May 22, 2025

- Item 2: CAPITAL PROJECTS UPDATE (MARINA STEPS, REDONDO PIER, MEMORIAL TRIANGLE)

Public Works Director Mike Slevin gave Council a PowerPoint Presentation on Marina Steps, Redondo Pier, and Memorial Triangle.

CONSENT AGENDA

- Item 1: APPROVAL OF VOUCHERS
Motion: To approve the payment vouchers through May 8, 2025, and payroll transfers through May 5, 2025 in the attached list and further described as follows:

Payment Type	Voucher/Check Numbers	Amount
EFT Vendor Payments	# 11777–11850	\$ 373,402.91
Wires	# 2945–2966	\$ 815,922.72
Accounts Payable Checks	# 166724–166762	\$ 149,991.21
Payroll Voided Advice	# 166648, 166694	\$ (8,051.02)
Payroll Checks	# 19940–199445	\$ 4,693.54
Payroll Advice	# 13445–13607	\$ 494,801.30
Total Checks and Wires for A/P & Payroll: \$1,830,760.66		

- Item 2: APPROVAL OF MINUTES
Motion: To approve the minutes from the City Council Regular Meetings held on April 10, 2025 and on April 24, 2025.

- Item 3: DRAFT ORDINANCE 25-020 ALARM SYSTEMS AND FALSE ALARMS
Motion: To enact Draft Ordinance No. 25-020, amending chapter 9.10 DMMC, Alarm Systems and False Alarms.

- Item 4: LAKEHAVEN UTILITY DISTRICT FRANCHISE UPDATE AND EXTENSION – 2ND READING
Motion: To pass Draft Ordinance 25-037 granting a franchise agreement to Lakehaven Water and Sewer District.

- Item 5: INTERLOCAL AGREEMENT - BARNES CREEK TRAIL/SOUTH 240TH STREET IMPROVEMENTS PROJECT
Motion: To approve the Interlocal Agreement with Highline Water District for the Barnes Creek Trail/South 240th Street Improvements Project and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.

- Item 6: PUBLIC DEFENSE SERVICES CONTRACT EXTENSION

Regular Meeting Minutes
May 22, 2025

Motion: To approve the contract extension with Stewart MacNichols Harmell, Inc. P.S. for indigent public defense services for the period June 1, 2025 through May 31, 2027.

Direction/Action

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

Councilmember JC Harris pulled Consent Agenda Item #4.

The remainder of the Consent Agenda passed 7-0.

Council discussed Consent Agenda Item #4.

Motion made by Councilmember Jeremy Nutting to approve Consent Agenda Item #4 as read; seconded by Councilmember Matt Mahoney. Motion passed 4-3.

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

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

UNFINISHED BUSINESS

Item 1: DISCUSSION ON APPOINTIVE COMMITTEE REORGANIZATION

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to approve option A as modified; seconded by Councilmember Jeremy Nutting.

The Motion passed 6-0-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui, Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

Abstained: Councilmember JC Harris.

Item 2: PROTOCOL MANUAL REVIEW

Regular Meeting Minutes
May 22, 2025

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to move the discussion of the Protocol Manual to the June 05, 2025 Study Session; seconded by Councilmember Yoshiko Grace Matsui.
Motion passed 7-0.

EXECUTIVE SESSION

The Special Meeting was called to order by Mayor Traci Buxton at 8:33 p.m.

ROLL CALL

Council Present:

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

Council via Zoom:

Councilmember Jeremy Nutting

Others Present:

City Manager Katherine Caffrey; City Attorney Tim George; Public Works Director Michael Slevin; City Engineer Tommy Owen

The purpose of the Special Meeting was to hold an Executive Session to discuss potential litigation under RCW 42.30.110 (1)(i). The Executive Session was expected to last 20 minutes.

No formal action was taken. The Executive Session lasted 20 minutes.

The meeting adjourned at 8:53 p.m.

NEXT MEETING DATE

June 05, 2025 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Gene Achziger to adjourn; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 7-0.

The meeting adjourned at 8:56 p.m.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Annual Generator Maintenance Agreement

FOR AGENDA OF: June 26, 2025

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

- 1. Goods and Services Contract

DATE SUBMITTED: June 12, 2025

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance *MT 21*
- 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 approval of the Goods and Services Contract with Cummins Sales and Service (Attachment 1), for the Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators. The following motion will appear on the Consent Agenda:

Suggested Motion

Motion: “I move to approve the Goods and Services Contract with Cummins Sales and Service for the Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators in the amount of \$73,496.34, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Background

The City has four (4) Standby Generators at the following locations:

- Public Works Engineering, 21650 11th Avenue South
- Public Works Service Center, 2255 South 223rd Street
- Senior Activity Center, 2045 South 216th Street
- Police Services Center, 21900 11th Avenue South

The existing four (4) Standby Generators have not been serviced or maintained properly for many years. They get topped-off with fuel periodically, and repaired when something is not working properly. This contract will allow for proactive preventive maintenance to ensure the emergency generators are always ready for natural disasters and emergency events.

Discussion

Proposals were solicited from 4 generator contractors for annual planned maintenance and load bank testing. Proposals are summarized below.

<u>Contractor Name</u>	<u>5-Year Total</u>
Cummins Sales and Service	\$73,496.34 (Responsive Low Bid)
N C Power Systems	\$84,776.17
ES Energy Systems	\$89,515.21
Power Systems West	\$91,533.69

Alternatives

None.

Financial Impact

There are sufficient Emergency Management Fund to adequately cover the costs of this annual maintenance.

Recommendation

Staff recommends approval of the suggested motion.



GOODS & SERVICES CONTRACT between the City of Des Moines and CUMMINS SALES AND SERVICE

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and CUMMINS SALES AND SERVICE organized under the laws of the State of Washington, King County, located and doing business at 5151 Midland Road, Billings, MT. 59101, (406) 598-4595, Carsen Myhre (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

Vendor shall provide the following goods and materials and/or perform the following services for the City:

Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators, in the following locations:

- 1) Public Works Engineering, 21650 11th Avenue South
- 2) Public Works Service Center, 2255 South 223rd Street
- 3) Senior Activity Center, 2045 South 216th Street
- 4) Des Moines Police Services Center, 21900 11th Avenue South

All site locations are within Des Moines, WA. 98198.

Per attached proposal dated April 29, 2025.

Work to be completed as soon as possible.

This is a 5-year contract, which commences in 2025; and expires as of 12/31/2029. At time of contract execution, the sales tax rate is 10.2%.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these

GOODS & SERVICES CONTRACT - 1
CUMMINS SALES AND SERVICE – Annual Planned Maintenance and Load Bank Testing of our four (4)
Standby Generators

goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2029.

III. COMPENSATION. The City shall pay the Vendor an amount not to exceed \$73,496.34, inclusive of applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The Vendor shall invoice the City upon completion of the scope of work for the actual service costs.

If the City objects to all or any portion of an invoice, it shall notify Vendor 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.

A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.

B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

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

GOODS & SERVICES CONTRACT - 2
CUMMINS SALES AND SERVICE – Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators

prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

V. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Vendor 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.

VI. 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.

VII. CHANGES. The City may issue a written amendment for any change in the goods, materials or services to be provided during the performance of this Contract. If the Vendor determines, for any reason, that an amendment is necessary, Vendor must submit a written amendment request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Vendor 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 Vendor'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 Vendor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Vendor shall proceed with the amended work upon receiving either a written amendment from the City or an oral order from the City before actually receiving the written amendment. If the Vendor fails to require an amendment within the time allowed, the Vendor waives its right to make any claim or submit subsequent amendment requests for that portion of the contract work. If the Vendor disagrees with the equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VIII, Claims, below.

The Vendor accepts all requirements of an amendment by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. An amendment that is accepted by Vendor 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.

VIII. CLAIMS. If the Vendor disagrees with anything required by an amendment, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Vendor may file a claim as provided in this section. The Vendor 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 Vendor 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 Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

GOODS & SERVICES CONTRACT - 3
CUMMINS SALES AND SERVICE – Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators

At a minimum, a Vendor'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 Vendor'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 Vendor is asserting a schedule change or disruption.

B. Records. The Vendor 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 Vendor'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. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor 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 Vendor 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 Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR 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 VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X. WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods

GOODS & SERVICES CONTRACT - 4
CUMMINS SALES AND SERVICE – Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators

are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

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

XII. INDEMNIFICATION. The Vendor 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.

XIII. INSURANCE. The Vendor 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 products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

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

D. Acceptability of Insurers

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

E. Verification of Coverage

Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

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

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor 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 Vendor's own risk, and Vendor 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.

XV. 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.

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

GOODS & SERVICES CONTRACT - 6

CUMMINS SALES AND SERVICE – Annual Planned Maintenance and Load Bank Testing of our four (4) Standby Generators

full force and effect.

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Contract.

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

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

GOODS & SERVICES CONTRACT - 7
CUMMINS SALES AND SERVICE – Annual Planned Maintenance and Load Bank Testing of our four (4)
Standby Generators

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 Vendor.

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 Vendor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor'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>VENDOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____ Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</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 style="text-align: right;">Approved as to form: _____ City Attorney DATE: _____</p>
<p>NOTICES TO BE SENT TO:</p> <p>VENDOR:</p> <p>Carsen Myhre CUMMINS SALES AND SERVICE 5151 Midland Road Billings, MT. 59101</p> <p>(406) 598-4595 (telephone) Carsen.myhre@cummins.com (e-mail)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Scott J. Romano City of Des Moines 21650 11th Ave. S. Des Moines, WA. 98198</p> <p>(206) 870-6539 (telephone) sromano@desmoineswa.gov (e-mail)</p>

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

ADDENDUM AGREEMENT

This addendum agreement (the "Addendum") is made as of May 22, 2025 ("Effective Date")

BETWEEN

CUMMINS INC. (hereinafter referred to as "Cummins")

AND

CITY OF DES MOINES (hereinafter referred to as "Customer")

(Individually a "Party" and collectively, the "Parties").

WHEREAS Cummins and Customer wish to enter into an agreement with respect to maintenance services ("Services");

WHEREAS the Customer has issued the Goods and Services Contract (the "Agreement"), which includes terms and conditions;

WHEREAS the Parties wish to add or amend provisions of the Agreement;

THEREFORE the Parties agree as follows:

1. Notwithstanding anything to the contrary in the Agreement, Cummins shall only have the obligation under the Agreement to defend, indemnify and hold harmless the Customer or the project site owner and ultimate user of the Equipment from and against third party claims, and damages, loss or expense (including reasonable attorney fees) arising from such third-party claims, to the extent caused by the gross negligence or willful misconduct of Cummins.
2. Notwithstanding anything to the contrary in the Agreement, and to the extent permitted by applicable law, the maximum liability, if any, of either Party for any damages, including without limitation, agreement damages and damages for property, whether arising from Cummins' breach of agreement, breach of warranty, negligence, strict liability, or other tort, is limited to an amount not to exceed \$500,000, which shall be the sole and exclusive remedy under the Agreement (as amended by this Addendum). In no event shall either Party be liable for indirect, incidental, special, punitive, or consequential damages of any kind (including without limitation downtime, loss of profit or revenue, loss of data, damage to goodwill) howsoever caused or arising from the Agreement (as amended by this Addendum) or the breach of the Agreement (as amended by this Addendum), whether in indemnity, tort, contract, or otherwise. Nothing in the Agreement (as amended by this Addendum) excludes or limits liability for death or personal injury caused by a party's gross negligence or willful misconduct. By acceptance of the Addendum, Customer acknowledges Customer's sole and exclusive remedy against Cummins for any loss under the Agreement shall be the remedy provided herein.
3. Notwithstanding anything to the contrary in the Agreement, only manufacturers' limited warranties shall apply for select parts and components, as defined by the respective part or component manufacturer's limited warranties.
4. For Services, notwithstanding anything to the contrary in the Agreement, only Cummins following warranty shall apply: All Services shall be free from defects in workmanship for a period of ninety (90) days after completion of Services. In the event of a warrantable defect in workmanship, Cummins' obligation shall be solely limited to correcting the defective workmanship. Cummins shall correct the nonconforming Services where (i) such nonconformity becomes apparent to Customer during the warranty period; (ii) Cummins receives written notice of any nonconformity within thirty (30) days following discovery by Customer; and (iii) Cummins has determined that the Services are nonconforming.

Services corrected or re-performed shall be subject to the remaining warranty period of the original warranty of the Services. New parts supplied during correction or re-performance of Services are warranted for the balance of the warranty period still available from the original warranty of such parts. The remedies set forth in this Section shall not be deemed to have failed of their essential purpose so long as Cummins is willing to correct defective Services or refund the purchase price therefor. CUMMINS EXPRESSLY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND WARRANTY FOR FITNESS OF A PARTICULAR PURPOSE, TO THE EXTENT PERMITTED BY LAW. THE WARRANTIES SET FORTH HEREIN ARE THE SOLE WARRANTIES MADE BY CUMMINS.

5. Notwithstanding anything to the contrary in the Agreement, payments are due thirty (30) days from the date of a proper invoice. Invoice will be accompanied only by a maintenance service checklist and if applicable by delivery documents such as packing slips and waybills. Customer further agrees that withholding payment, lien waiver, and progress payments obligations against any amount owing to Cummins will not be applicable to this Agreement.
6. Notwithstanding anything to the contrary in the Agreement, any intellectual property rights created by Cummins in the course of the performance of the Agreement (as amended by this Addendum) or otherwise shall remain Cummins' property. Nothing in these conditions shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins. Customer's rights in and to the Cummins' intellectual property are limited to those rights as expressly set forth in the Agreement (as amended by this Addendum). All rights not expressly granted to Customer under the Agreement (as amended by this Addendum) are expressly reserved by Cummins.
7. Notwithstanding the insurance requirements in the Agreement, Cummins shall not be: subject to maximum deductibles; required to carry Tenant's Legal Liability; required to produce copies of its insurance policies; and shall evidence its insurance on a standard ISO Certificate of Insurance. 30 days' notice of cancellation will be given by the insurer to Cummins and same shall be promptly relayed to the Customer upon receipt.
8. Notwithstanding anything to the contrary in the Agreement, any audit rights under the Agreement shall be limited to the documents and invoices directly relating to the Agreement, shall be performed on-site, no more than once per year, as per Cummins' confidentiality's policies and shall not include the right to make copies of any document.
9. Notwithstanding anything to the contrary in the Agreement, Cummins shall not provide any results of any employee background check conducted in connection with the Agreement or previously conducted in connection with an employee's hiring.

- 10. Notwithstanding anything to the contrary in the Agreement, Cummins shall not be liable for any delays in performance that result directly or indirectly from acts of Customer or causes beyond Cummins' control, including but not limited to acts of God, accidents, fire, explosions, flood, unusual weather conditions, acts of government authority, or labor disputes.
- 11. Tariff and Duty Surcharges. In addition to any adjustments otherwise provided for in this Agreement, in the event of any increase in the cost of purchased materials due to the impact of any tariffs, duties, levies, or similar government charges ("Tariffs") in effect during the term of this Agreement, the parties agree that such increases shall be passed through directly to the Customer effective immediately upon Cummins' notice to the Customer of such increases.

- 12. NOTICE: Temporary delays in delivery, labor or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service or completion described herein, such date(s) is subject to change.
- 13. In the event of any conflict between the Agreement and this Addendum, this Addendum shall control.

[Signature Page Follows]

Executed by the duly authorized representatives of the Parties.

CUMMINS	CUMMINS INC.	CUSTOMER	CITY OF DES MOINES
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Signature _____
 Printed Name _____
 Title _____



Planned Equipment Maintenance Proposal to City of Des Moines

Cummins Sales and Service
Cummins.com

4/29/2025

Q-346231, Carsen Myhre,
r1166@cummins.com



To the attention of: City of Des Moines

Cummins provides best in class products and related services worldwide with the highest quality in the industry. We service more than Cummins engines and generators, and we're pleased to offer you the following planned equipment maintenance proposal.

Cummins Available Planned Maintenance Services:

Cummins offers the following services - based on your selected packages these may or may not be included:

- System Inspections:** Batteries, controls, fuel systems, cooling systems, intake and exhaust systems, controls and accessories, aftertreatment basic run testing included in all Inspection Services.
- Oil & Coolant Analysis:** Sampling, included in all Inspection + Services, provides an overall snapshot of the equipment condition.
- Planned Maintenance:** Clean filters and oil changes included in Full Service keeps your product ready to run.
- Load Bank Testing:** Prevents wet stacking in diesel engines. In all units load bank testing applies controlled load to the equipment to test for proper operation providing peace of mind.
- Transfer Switch & Switchgear:** Cummins takes care of your whole system.
- Cummins Branded Parts:** Maintenance always includes Cummins Genuine Parts where applicable.
- Warranty:** Best-in-Industry warranty is always included, with a variety of extended warranty options available on Cummins equipment.
- Digital Monitoring:** Cummins Acumen is a best in class remote monitoring solution for your products to ensure availability and minimize unexpected costs.
- Additional Available Services:** Winterization, oil extension programs, training and more can all be customized to your needs.

For additional information regarding Cummins available products and services, please contact your Sales Representative.

Pricing for Services:

This 5 year proposal has been customized for your equipment and operations as described here:

<u>Customer Information:</u>	<u>Contact Information:</u>
City of Des Moines	Name: John Heck
21650 11TH AVE S, DES MOINES, Washington, 98198-6317	Phone Number: 206-870-6942
Account Number: 3093017	Cell: 206-900-6057
	Email: jheck@desmoineswa.gov



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:	
Engineering Building 21650 11th Ave S. Des Moines, Washington 98198 United States		Manufacturer:	Generac
Access:	Standard	Model:	Non-Cummins
Access Notes:	Model: Generac SD100	Engine Serial Number:	*J602- 01507549*
Service Branch:		Genset Serial Number:	3002134538
Cummins Sales & Service - Sumner WA		ATS Serial Number:	
1800 FRYAR AVE SUMNER, Washington 98390-1529 United States		Quantity:	1
		Install Date:	
		Warranty Expiration Date:	

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	493.61	493.61
	Full Service	Annually	1	1,279.36	1,279.36
	Load Bank Test - 2 Hr	Annually	1	1,135.15	1,135.15
				Year 1 Total:	2,908.12
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	508.42	508.42
	Full Service	Annually	1	1,317.74	1,317.74
	Load Bank Test - 2 Hr	Annually	1	1,169.20	1,169.20
				Year 2 Total:	2,995.36
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	523.67	523.67
	Full Service	Annually	1	1,357.27	1,357.27
	Load Bank Test - 2 Hr	Annually	1	1,204.28	1,204.28
				Year 3 Total:	3,085.22
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	539.38	539.38
	Full Service	Annually	1	1,397.99	1,397.99
	Load Bank Test - 2 Hr	Annually	1	1,240.41	1,240.41
				Year 4 Total:	3,177.78
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price

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4/29/2025

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ri166@cummins.com



	Inspection	Annually	1	555.56	555.56
	Full Service	Annually	1	1,439.93	1,439.93
	Load Bank Test - 2 Hr	Annually	1	1,277.62	1,277.62
				Year 5 Total:	3,273.11

Price of Services per Unit: USD 15,439.60
Total Price of Services: USD 15,439.60



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:	
Service Center 2255 223rd St. Des Moines, Washington 98198 United States		Manufacturer:	Kohler
Access:	Standard	Model:	Non-Cummins
Access Notes:	Model: 100ROZJ	Engine Serial Number:	CD6059T386704
Service Branch:		Genset Serial Number:	626888
Cummins Sales & Service - Sumner WA		ATS Serial Number:	
1800 FRYAR AVE SUMNER, Washington 98390-1529 United States		Quantity:	1
		Install Date:	
		Warranty Expiration Date:	

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	473.02	473.02
	Full Service	Annually	1	1,258.77	1,258.77
	Load Bank Test - 2 Hr	Annually	1	1,114.56	1,114.56
Year 1 Total:					2,846.35
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	487.21	487.21
	Full Service	Annually	1	1,296.53	1,296.53
	Load Bank Test - 2 Hr	Annually	1	1,148.00	1,148.00
Year 2 Total:					2,931.74
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	501.83	501.83
	Full Service	Annually	1	1,335.43	1,335.43
	Load Bank Test - 2 Hr	Annually	1	1,182.44	1,182.44
Year 3 Total:					3,019.69
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	516.88	516.88
	Full Service	Annually	1	1,375.49	1,375.49
	Load Bank Test - 2 Hr	Annually	1	1,217.91	1,217.91
Year 4 Total:					3,110.28
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price

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	Inspection	Annually	1	532.39	532.39
	Full Service	Annually	1	1,416.76	1,416.76
	Load Bank Test - 2 Hr	Annually	1	1,254.45	1,254.45
				Year 5 Total:	3,203.59

Price of Services per Unit: USD 15,111.66
Total Price of Services: USD 15,111.66

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The package Custom Bundle includes the below services for this equipment:

<u>Site Information:</u>		<u>Equipment Information:</u>	
Senior Activity Center 2045 S 216th St. Des Moines, Washington 98198 United States		Manufacturer:	Cummins Model
Access:	Standard	Model:	Cummins Model
Access Notes:	Model: 100DSGAA	Engine Serial Number:	73798257
Service Branch:	Cummins Sales & Service - Sumner WA 1800 FRYAR AVE SUMNER, Washington 98390-1529 United States	Genset Serial Number:	B150796540
		ATS Serial Number:	
		Quantity:	1
		Install Date:	
		Warranty Expiration Date:	

<u>Year 1</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Inspection	Annually	1	490.60	490.60
	Full Service	Annually	1	1,276.35	1,276.35
	Load Bank Test - 2 Hr	Annually	1	1,132.14	1,132.14
Year 1 Total:					2,899.09
<u>Year 2</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Inspection	Annually	1	505.32	505.32
	Full Service	Annually	1	1,314.64	1,314.64
	Load Bank Test - 2 Hr	Annually	1	1,166.10	1,166.10
Year 2 Total:					2,986.06
<u>Year 3</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Inspection	Annually	1	520.48	520.48
	Full Service	Annually	1	1,354.08	1,354.08
	Load Bank Test - 2 Hr	Annually	1	1,201.09	1,201.09
Year 3 Total:					3,075.64
<u>Year 4</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>
	Inspection	Annually	1	536.09	536.09
	Full Service	Annually	1	1,394.70	1,394.70
	Load Bank Test - 2 Hr	Annually	1	1,237.12	1,237.12
Year 4 Total:					3,167.91
<u>Year 5</u>	<u>Service Type</u>	<u>Frequency</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Extended Price</u>

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	Inspection	Annually	1	552.17	552.17
	Full Service	Annually	1	1,436.54	1,436.54
	Load Bank Test - 2 Hr	Annually	1	1,274.23	1,274.23
				Year 5 Total:	3,262.95

Price of Services per Unit: USD 15,391.66
Total Price of Services: USD 15,391.66



The package Custom Bundle includes the below services for this equipment:

Site Information:		Equipment Information:	
Police Department 21900 11th Ave S. Des Moines, Washington 98198 United States		Manufacturer:	CAT
Access:	Standard	Model:	Non-Cummins
Access Notes:	Model: 3406 400KW	Engine Serial Number:	4ZR1667
Service Branch:		Genset Serial Number:	4ZR1667
Cummins Sales & Service - Sumner WA		ATS Serial Number:	
1800 FRYAR AVE SUMNER, Washington 98390-1529 United States		Quantity:	1
		Install Date:	
		Warranty Expiration Date:	

Year 1	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	493.61	493.61
	Full Service	Annually	1	1,995.73	1,995.73
	Load Bank Test - 2 Hr	Annually	1	1,419.15	1,419.15
Year 1 Total:					3,908.49
Year 2	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	508.42	508.42
	Full Service	Annually	1	2,055.60	2,055.60
	Load Bank Test - 2 Hr	Annually	1	1,461.72	1,461.72
Year 2 Total:					4,025.74
Year 3	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	523.67	523.67
	Full Service	Annually	1	2,117.27	2,117.27
	Load Bank Test - 2 Hr	Annually	1	1,505.58	1,505.58
Year 3 Total:					4,146.52
Year 4	Service Type	Frequency	Quantity	Unit Price	Extended Price
	Inspection	Annually	1	539.38	539.38
	Full Service	Annually	1	2,180.79	2,180.79
	Load Bank Test - 2 Hr	Annually	1	1,550.74	1,550.74
Year 4 Total:					4,270.91
Year 5	Service Type	Frequency	Quantity	Unit Price	Extended Price

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ri166@cummins.com



	Inspection	Annually	1	555.56	555.56
	Full Service	Annually	1	2,246.21	2,246.21
	Load Bank Test - 2 Hr	Annually	1	1,597.27	1,597.27
				Year 5 Total:	4,399.04

Price of Services per Unit: USD 20,750.70
Total Price of Services: USD 20,750.70

	Year 1 Total:	USD 12,562.05
	Year 2 Total:	USD 12,938.90
	Year 3 Total:	USD 13,327.07
	Year 4 Total:	USD 13,726.88
	Year 5 Total:	USD 14,138.69
	Total Agreement - PreTax:	USD 66,693.59

Notes:

One visit per year in January for a full service with fluid analysis, and two hour load bank test to include transfer test if allowed. One visit per year in July for a full inspection with transfer test if allowed.

The terms and conditions related to the proposed work herein are governed by the terms and conditions set forth in Washington State DES Master Contract No: 02420 dated February 16, 2021

Anything not specifically addressed above is not included.

Customer Responsibilities:

The Customer is responsible for operating the maintained equipment and shall perform all checks as described in the Operation and Maintenance Manual.

Proposal Considerations:

1. All work is planned from Monday to Friday on normal Business working hours – 8:00am to 5:00pm. Additional and off-hours work and billable amounts not listed in the above scope of work shall be based on current calendar year rates.
2. All pricing above is stated excluding any and all taxes.
3. This quotation is open for acceptance for 60 days after which both price and service delivery period will be subject to confirmation prior to acceptance of proposal.
4. This quotation assumes a 3.00% rate increase will be applied each year.
5. This proposal is offered in U.S. Dollar.
6. Payment terms for this quote are Pay as you go.

This maintenance proposal is expressly conditioned upon acceptance of the <https://www.cummins.com/regional-terms-and-conditions/powercare> of Cummins' Maintenance Agreement.

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 ri166@cummins.com



I appreciate your interest in working with Cummins and I thank you for your business. If you need any further assistance or clarification, please do not hesitate to contact me.

To accept this quotation as provided, please return a signed copy of this form or contact me for an electronically signable version.

Sincerely,

Carsen Myhre
Senior PEM Sales Executive
ri166@cummins.com
www.cummins.com

Please return signed agreement to: ri166@cummins.com

Seller hereby agrees to sell to Buyer, and Buyer hereby agrees to buy from Seller. The foregoing product/ services upon the terms and condition set forth in the "Planned Equipment Maintenance Agreement Terms and Conditions" attached here to which are hereby incorporated here in reference.

Customer Approval (Quote ID Q-346231)

Approval Cummins Sales & Service - Sumner WA

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Draft Resolution 25-032 updating public works contracting policies

FOR AGENDA OF: June 26, 2025

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: June 16, 2025

1. Draft Resolution 25-032
2. Exhibit A: Direct contracting procedures
3. Exhibit B: Rotation policy
4. Exhibit C: Business utilization plan
5. Resolution 1118

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance *MJ*
- 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 item is for the City Council to consider Draft Resolution 25-032, enacting changes to the policies governing public works contracts currently contained in Resolution 1118. This item will appear on the consent agenda.

Suggested Motion

Motion 1: "I move to approve Draft Resolution 25-032, updating the City's public works contracting policies."

Background

Since 2010, the approved process for entering into public contracts has been governed by Resolution 1118. The Resolution addresses interlocal agreements, franchise agreements, public works contracts, purchase of supplies and equipment, architectural and engineering service contracts, other professional services contracts, administrative contracts, and leases of City property.

Public works contracts are highly regulated by the State, and for projects over a certain value threshold, the formal advertisement, sealed bid, and award to the lowest responsive bidder process must be used. For projects that fall under that threshold amount, the Legislature created the “small public works” process that allowed cities to solicit bids from contractors listed on the MRSC small works roster in a less formal and less onerous process. The Legislature also provided an even more informal process for “limited public works” under an even lower dollar threshold where bids would be invited from at least three contractors off of the small works roster.

Since their creation, the Legislature has amended the provisions relating to the small and limited public works increasing dollar thresholds and adding procedures to promote women-owned, and minority-owned businesses, among other changes, until ultimately making wholesale changes in Second Substitute House Bill 5268 in 2023, which took effect July 1, 2024.

SSHB 5268 repealed RCW 39.04.155 which had contained the provisions governing small and public works processes and created a new RCW 39.04.152 to replace it. The act reinstated the small public works process with a slightly different invitation to bid process. Small public works are also now allowed for projects up to a \$350,000, up from \$300,000. The former limited public works process was completely eliminated and replaced with a process for direct negotiation and contracting in its place. The maximum dollar threshold has been set at \$150,000 for the direct contracting process, an increase from \$50,000 for the former limited public works process. Cities wishing to utilize the direct contracting process are required to adopt direct contracting procedures, a contractor rotation policy, and a business utilization plan to ensure that work is equitably distributed among contractors on the MRSC roster and that a city does not use the same contractors over and over.

With the Legislature having ended the limited public works process, that process as contained in Resolution 1118 is no longer available to the City. Additionally, references to the small public works process are now out of date in the Resolution. In order to award contracts for small dollar public works projects without going through the formal competitive bid process for large public works, it is advised to update the City policies.

Discussion

Staff presented background and proposed changes to the public works contracting procedures at the June 5, 2025 Council study session. At the end of the presentation, staff sought guidance from the Council on three policy questions: (1) Does the Council approve using MRSC’s model policies for direct contracting as the basis for City policies; (2) Should the maximum dollar thresholds for utilizing the alternative contracting processes be set at specific dollar amounts, or be pegged to the values set by the legislature; and (3) Does the presumptive 10% contingency added to contract price when public works contracts are submitted to Council for approval (as set out in Resolution no. 1118) needs to be adjusted.

In order to keep up to date with state law on public works contracting, staff has drafted a new resolution to replace Resolution no. 1118. The new draft resolution would keep much of Resolution no. 1118, but includes the following changes:

- Section (3) would be reorganized and separated into three sections relating to (1) MRSC rosters; (2) the small works invitation to bid process; and (3) the direct contracting process, for the sake of clarity.
- The former subsection (3)(b) would be simplified by adopting the procedures for small works invitation to bid process by reference to RCW 39.04.152(4)(a), rather than copying language from statute as was done in previous resolutions.

- The former subsection (3)(c) would eliminate all of the longer applicable language relating to the limited public works process and replace it by adopting the direct contracting process from RCW 39.04.152(4)(b) by reference.
- The new section adopting the direct contracting process would also adopt direct contracting procedures, a contractor rotation policy, and a business utilization plan as exhibits to the resolution. These policies are based on model policies provided by MRSC, as the Council directed.

In previous resolutions, including Resolution no. 1118, the maximum dollar thresholds for utilizing the small public works or limited public works procedures were set dollar amounts based on the limits contained in the law of the time. This has resulted in times where Des Moines City policy has not kept up with current law and has required adoption of new resolutions to adjust. At Council’s direction, the threshold amounts are set in the draft resolution by reference to the RCW, allowing the policy to keep current with future changes by the Legislature.

Council’s direction on the question of contingency percentage was that no change was needed at this time and that there is sufficient flexibility in the rule as written to account for higher risk projects. The draft resolution does not include such a change.

With respect to public works contracting, it is important to note that adopting these policies is merely authorization for City staff to use these alternative procedures for public works contracting when appropriate, not rigidly locking the City into those policies based on project cost. The formal advertise-bid-award process is available for projects of any size when appropriate, and the small works invitation to bid process can be utilized for projects under \$150,000 rather than the direct contracting process if staff believes that will provide better results for the City’s dollars.

Alternatives

The Council may:

1. Enact the Draft Resolution
2. Enact the Draft Resolution with changes
3. Decline to pass the Draft Resolution

Financial Impact

Failing to adopt alternative procedures to the formal competitive bidding process may result in increased costs in contracting smaller public works process where full plans and specifications are not required.

Recommendation

Staff recommends enacting Draft Resolution 25-032 as presented.

Council Committee Review

The Council was presented the proposed changes to Resolution no. 1118 that have been incorporated into the draft resolution at study session on June 5, 2025. Following extensive questioning and discussion, Council provided guidance in three areas and the Council’s guidance has been incorporated.

CITY ATTORNEY'S FIRST DRAFT

DRAFT RESOLUTION NO. 25-032

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, revising policies governing City Council participation in public contracts, and rescinding Resolution No. 1118.

WHEREAS, the City Council has periodically enacted and updated by Resolution polices regarding Council participation in public contracts, most recently in Resolution No. 1118, and

WHEREAS, the Legislature enacted Second Substitute House Bill 5268 in 2023 which modified the small public works process, eliminated the limited public works process, and created a new direct contracting process with a higher dollar threshold to replace the limited public works process, effective July 1, 2024, and

WHEREAS, in order to avoid using the full advertise-bid process for public works projects valued at less than \$350,000, the City must update its contracting polices to reflect current law, and

WHEREAS, the City Council wishes to update its public contracting policy to comply with these changes in state law and to adapt the policies to current needs, and

WHEREAS, the City Council finds it necessary to adopt the following policies; now therefore,

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

Sec. 1. The following policies shall govern City Council participation in public contracts:

(1) Interlocal agreements. Chapter 39.34 RCW requires the governing bodies of participating public agencies to take appropriate action by ordinance, resolution, or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council *Rules of Procedure*.

(2) Franchise agreements. Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

(3) MRSC rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

(a) Small works roster. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of

contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

(b) **Consulting services rosters.**

(i) **Consulting services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) **Professional architectural and engineering services.** The MRSC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

(4) **Small Public Works invitation for bids.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.152:

(a) **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed the limit contained in RCW 39.04.152(4)(a)(i), which includes the costs of labor, material, and equipment. Instead, the City may solicit bids from the small works roster as set forth in RCW 39.04.152(4)(a) as presently constituted or as subsequently amended. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

(b) For small public works contracts valued under \$5,000, there is no requirement for retainage or performance bonds. The City may reduce or waive retainage requirements set forth in RCW 60.28.011(1)(a) for small public works contracts valued at more than \$5,000, thereby assuming the liability for the contractor's nonpayment of: (a) Laborers, mechanics, subcontractors, materialpersons, and suppliers; and (b) taxes, increases, and penalties pursuant to Titles 50, 51, and 82 RCW that may be due from the contractor for the project. Any such waiver will not affect the rights of the City to recover against the contractor for any payments made on the contractor's behalf. For small public works contracts awarded through a bid solicitation, notice of any retainage reduction or waiver must be provided in bid solicitations.

(c) The City Manager or their designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars (\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(5) Small public works direct contract process.

(a) If a work, construction, alteration, repair, or improvement project is estimated to cost less than the limit contained in RCW 39.04.152(4)(b), not including sales tax, the City may award such a contract using the direct contract process provided under RCW 39.04.152(4)(b) as presently constituted or as subsequently amended.

(b) The City of Des Moines Direct Contracting Procedures attached as Exhibit "A" to this Resolution is hereby adopted and shall govern contracting procedures under the direct contracting process.

(c) The City of Des Moines Direct Contracting Rotation Policy attached as Exhibit "B" to this Resolution is hereby adopted and shall constitute the contractor rotation policy for the direct contracting process as set out in the Direct Contracting Procedures.

(d) The City of Des Moines Direct Contracting Business Utilization Policy attached as Exhibit "C" to this Resolution is hereby adopted and shall constitute the small business utilization plan for direct contracting process as set out in the Direct Contracting Procedures.

(6) Public Works (subject to bid). Public work projects exceeding Three Hundred and Fifty Thousand Dollars (\$350,000.00) are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council committee of origin for study and recommendation prior to being presented to the City Council for approval and if there is no Council

committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

(7) Purchase of supplies, material, equipment, and non-professional services. For code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

(8) Architectural and Engineering Services. Chapter 39.80 RCW provides that in selecting architectural and engineering consultants the City shall conduct discussions with one or more firms and shall select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

(a) The City Manager shall advertise the architectural and engineering requirements;

(b) The City Manager shall thereafter enter into discussions with several firms and select the most qualified architect or engineer;

(c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and

(d) If the contract amount does not exceed \$50,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$50,000, the contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

(e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.

(f) The City Manager shall, as part of the City Manager's monthly report, provide the City Council with a list

of contracts with consultants that have been approved by the City Manager pursuant to this resolution.

(g) The City Manager shall not allow task order assignments for a specific single project that cumulatively add up to an amount greater than \$50,000.00 without being approved by the City Council.

(9) Leases of City real property. Leases of City real property are subject to review and approval by the City Council. The mayor shall have discretion to submit any such lease to a standing or *ad hoc* committee for study and recommendation prior to being presented to the City Council for approval.

(10) Contracts for general professional services. Contracts for general professional services, which do not involve architects or engineers, are not subject to the bid laws of the State of Washington. Examples of such services are computer consultants, financial consultants, management consultants, and the like. The process for awarding general professional services contracts shall be as follows:

(a) The City Manager shall research the persons and firms that are available to provide such professional services, taking into consideration recommendations from any source.

(b) The City Manager shall then negotiate a contract with the party selected, including scope of work and price.

(c) If the contract amount exceeds \$50,000, the contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

(11) Administrative contracts. Administrative contracts are contracts which do not fall into any other category described in this rule, and are for services previously budgeted by the City Council. Examples of administrative contracts are agreements with the Sexual Assault Center, VanGo, Senior Nutrition, D.A.W.N., and the like. The City Manager is authorized to execute administrative contracts, and the same shall not be subject to approval by the City Council or any committee thereof.

Sec. 2. Resolution No. 1118 is rescinded.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2025 and signed in authentication thereof this ____ day of _____, 2025.

M A Y O R

Resolution No. _____
Page 6 of 6

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT "A"

City of Des Moines Direct Contracting Procedures

1.0 Purpose

1.1 This document provides the procedures to be followed under direct contracting using the small works roster allowed under RCW 39.04.152 for contracts estimated to cost \$150,000 or less.

2.0 Policy

2.1 It is the City of Des Moines' policy not to favor contractors by repeatedly awarding contracts to the same contractor without documented attempts to rotate.

2.2 It is the City of Des Moines' policy to equitably distribute contracting opportunities to small businesses that are registered on the small works roster, and as feasible, not award to the same contractor twice in a row.

2.3 When project(s) are estimated to cost \$150,000 or less, excluding sales tax, contract and procurement staff will endeavor to exercise the option to direct contract with small, women, minority, and veteran-owned firms registered on the small works roster as allowed under RCW 39.04.152(4)(b).

3.0 Procedures

3.1 Planning to Direct Contract

3.1.1 Project Estimate

When a project intended to be procured using the small works roster process and is estimated to cost \$150,000 or less, the agency will attempt to direct contract.

The project's estimated cost is assumed to include change orders but exclude sales tax. To account for inclusions and exclusions, the maximum project cost estimate to use the direct contracting process is \$135,000.

3.1.2 Business Utilization Plan

When planning to direct contract agency staff must review the current Business Utilization Plan to understand if the project type and/or (work) category has been identified as a small business opportunity.

3.1.3 Prepare Direct Contracting Bidding Documents

Using the agency's small works direct contracting templates, prepare the following project-specific documents:

- A. Invitation to Direct Contract/Negotiate
- B. Direct Contracting/Negotiation Bid Form

- C. Contract (general conditions, etc.)
- D. Other project-specific documents as may be necessary.

3.2 Generating a “project specific roster”

3.2.1 After the “direct contracting bidding documents” are prepared, log into MRSC Rosters using your specific credentials and select “generate a small works roster.”

3.2.2 Enter the agency project name and contract number then select “under \$150,000.”

3.2.3 Select the primary project type and (work) category. The project type and work category should reflect the majority project need, it is best not select smaller work scopes or anticipated subcontracting scopes.

3.2.4 Generate the roster, assess distribution of certified/small contractors verses non-certified contractors.

3.2.5 Apply rotation.

3.3 Rotating

When using the direct contracting small works process the agency will rotate or attempt to rotate in all cases. If the agency’s rotation policy does not apply to your specific project, you will document the process and rotation applied to assure that a different contractor than the last contracted is provided the opportunity to direct contract.

3.3.1 Six or more Small Businesses

If the project specific roster contains 6 or more Small Businesses, rotation must be applied to those Small Businesses.

A. Rotation Process: Rotation is applied by reviewing the date of the last contract with business on the project specific roster in the order they appear. If the last contracted date is within a 12-month period, the next business on the project specific roster is reviewed. This review approach is to continue until a business that has not been contracted with in the last 12-month period is identified.

B. Once the next available/rotated contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation procedure.

3.3.2 Five or fewer Small Businesses

If the project specific roster contains 5 or fewer Small Businesses, rotation must be applied to all businesses within the project specific roster.

A. Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

3.3.3 No Small Businesses

If there are no Small Businesses listed on the project specific roster, rotation is applied to all businesses.

Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

3.3.4 One Business

If there is only one business on the project specific roster, rotation is not practicable. Documentation will include the project specific roster to demonstrate the single contractor.

Once the contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

3.3.5 Rotation Documentation

Procurement staff shall document the process and approach used to rotate through responsible contractors on a project specific roster. Documentation could include, but is not limited to, printing the project specific roster, and noting each contractor considered through review of their "last contracted" date and reference to the Small Business Utilization Plan. Staff are encouraged to use the "Rotation Documentation Form."

3.3.6 Multiple Procurements in the same Project Type and Category

Procurement staff are encouraged to use the same project specific roster and rotate starting at the bottom of the list when procurements for the same Project Type and Category are anticipated. This approach provides the maximum practicable opportunities to rotate through the same list of contractors and equitably distribute work among all Small Businesses in registered in a project type and category. (e.g., 3 roof replacements in a 12-month period, goes to 3 different roofers).

3.3.7 Rotated Businesses Declines to Negotiate

If rotated business declines to negotiate, procurement staff will first attempt to negotiate with the next rotated business. If all rotated businesses decline to negotiate, procurement staff can elect to revert the solicitation to the competitive process and invite all businesses on a project specific roster, cancel the solicitation all together, or publicly bid. Procurement staff are encouraged to ask contractors that decline the reason.

3.4 Determining interest and inviting "rotated" contractor. Direct contracting will be conducted using agency email only. Only one contractor will be invited to direct contract at a time.

3.4.1 Using the agency email template for “direct contracting interest request,” notify the contractor that they are the next rotated business and give them one business day to agree or decline the opportunity. Be sure to include the project type, (work) category, estimate, and general description along with the anticipated timeframe for construction.

A. Should the contractor decline, or not respond within the time given, document the outcome, and move to the next rotated contractor.

3.4.2 Send Invitation and Bidding Documents only to the next rotated contractor on the project-specific roster. Include a time frame to receive the bid. Bid due date and time can be project specific and depends on the level of effort involved in preparing a bid, the default is 10 business days.

3.4.3 Should the contractor request a site-walk or need to ask questions, the request is to be accommodated similar to the “standard” public works process.

3.5 Direct contracting without negotiation

A bid submitted within the stated contract/project estimate should be accepted without negotiation. Only if a bid amount is not acceptable or if the contractor requests negotiations should negotiation be used.

3.6 Negotiating to determine the award amount.

“Negotiation” is the term used to indicate a process to be followed when an award amount needs to be established that is different from a bid amount or a potential bid amount. Negotiation process and documentation requirements are to be included in the Instructions to Bidders.

3.6.1 Intent

The direct contracting “negotiation” process is intended to the build capacity of small contractors by affording the contractor one-on-one conversation with the agency to prepare a bid without the pressure of competition. It is not intended to be a process to “haggle” or “lower” a bid price. The intent is to build a “pathway to being a prime.”

3.6.2 Negotiation option 1 – Q&A, Addenda

One option for documenting negotiations is to set up a specific “question and answer” process. In this option, the bidder requests “negotiations” by submitting questions/clarifications in the form and format provided in the bidding documents. Staff will then respond as appropriate and then issue an addendum that memorializes the new agreed terms, schedule, price, etc. The bidder proceeds to submit a bid on the template bid form.

3.6.3 Negotiation option 2 – Bid Form Another option for documenting negotiations is to use the Small Works Direct Contracting Bid Form that includes a section for “negotiation.” In this option, staff requests “negotiations” by “countering” the bid submitted with questions, clarifications, or similar, to establish an award amount.

3.6.4 Bid Breakdown It is the policy of [agency/local government] to review all bids received through direct contracting at the “bid item” or “schedule of values” level to help the small business carefully and accurately build a bid. As such, all direct contracting processes will include a review of the bid item breakdown and or schedule of values with the award request.

3.6.5 Failure to reach an agreed award amount.

Although rare, there may be an occasion where an award amount cannot be agreed upon. If such occurs, staff will need to send notice to the contractor that the “negotiation process” is terminated and provide 2 business days (protest period) before contacting the next rotated contractor from the project-specific roster. Should a negotiation process be terminated staff will need to document the rationale in place in the project file.

Allowable rationale for terminating direct contract negotiations is:

- A. Scope. The scope of work cannot be agreed.
- B. Schedule. The schedule cannot be agreed.
- C. Budget.* After confirmation of scope, schedule, and some cost verification, the budget is determined not sufficient.

*If budget/cost is confirmed to be outside of the project estimate, the solicitation is to be cancelled reassessed. Staff is not allowed to rotate to the next available contractor to try to renegotiate with the next contractor. This will be considered “haggling” and is not compliant with this procedure or our direct contracting policy.

3.7 Awarding

Awarding a small works direct contract is the same as awarding a small works competitive contract and will follow standard public works award processes. The successful contractor will be sent a notice of award and requests for bonding and insurance per the contract documents.

3.8 Notification

At the conclusion of negotiations with the directly selected, rotated contractor, procurement staff must send notification to all the small businesses on the project specific roster of the selection which includes the basis of rotation as documented.

3.9 Posting data

At the conclusion of the Award process, after notification to small businesses on the project specific roster has been issued, direct contracting and award data must be manually entered into the small works roster data collection portal. This includes all contractors on the project specific roster and the rotation order.

4.0 Definitions

4.1 Small Works Roster has the same meaning as RCW 39.04.151-154.

4.2 Direct Contracting means the ability to select one contractor and negotiate a price for a public works project that is estimated to cost \$150,000 or less in accordance with RCW 39.04.152(4)(b) applicable policies.

4.3 Negotiation means the process in direct contracting used to establish the award amount with a single contractor.

4.4 Small Business means the same as RCW 39.04.010(7).

4.5 Small Business Utilization Plan means the same as described in RCW 39.04.152(4)(b)(iv).

4.6 Project Specific Roster means the same as “appropriate roster” or “applicable roster” and is the specific list of businesses generated for an individual solicitation.

4.7 Rotation means identifying a contractor not previously awarded in in the same project type and (work) category.

4.8 Rotation Documentation means the documented process procurement staff used to ensure compliance with rotation policy and/or procedures.

5.0 Related Documents

- A. Draft Resolution 25-032
- B. Direct Contracting Rotation Policy
- C. Direct Contracting Business Utilization Policy

EXHIBIT "B"

City of Des Moines Direct Contracting Rotation Policy

1.0 Purpose

This document provides policy and implementation guidance regarding small works roster direct contracting rotation.

As required under RCW 39.04.152(4)(b) when an authorized local government or state elects to direct contract, rotation of contractors is required.

This policy applies exclusively to small works roster direct contracting procurements.

2.0 Policy

A. It is the City of Des Moines' policy to equitably distribute contracting opportunities to small and diverse businesses on the small works roster.

B. When project(s) are estimated to cost \$150,000 or less, a rotation contractors must be used in accordance with this policy on every direct contracting procurement, when the City has more than one procurement in a single project type and category within a 12-month or 1-year period.

C. Documentation evidencing compliance with this policy, shall be included with each small works direct contracting procurement record.

D. Each procurement opportunity under which direct contracting is used shall also be consistent with the City's "Small Business" Utilization Plan.

E. It is the City's policy not to favor certain contractors on a project specific roster by repeatedly awarding contracts without Rotation Documentation. (RCW 39.04.152(4)(b)(iv)).

3.0 Implementation

A. Project Specific Roster/List of Businesses

A list of contractors to which "rotation" must be applied is generated by starting a solicitation, selecting a project type and category [of work] then the [statewide] roster produces a project specific roster.

B. Six or more Small Businesses

If the project specific roster contains 6 or more Small Businesses, rotation must be applied to those Small Businesses.

Rotation Process: Rotation is applied by reviewing the date of the last contract with business on the project specific roster in the order they appear. If the last contracted date is within a 12-month period, the next business on the project specific roster is reviewed. This review approach is to

continue until a business that has not been contracted with in the last 12-month period is identified.

Once the rotated contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

C. Five or fewer Small Businesses

If the project specific roster contains 5 or fewer Small Businesses, rotation must be applied to all businesses within the project specific roster.

Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

D. No Small Businesses

If there are no Small Businesses listed on the project specific roster, rotation must be applied to all businesses.

Rotation Process is applied. Once the rotated contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

E. One Business

If there is only one business on the project specific roster, rotation is not practicable. Documentation will include the project specific roster to demonstrate the single contractor.

Once the contractor is identified, they are sent a procurement package in accordance with the Small Works Direct Contracting Negotiation policy/procedure.

F. Rotation Documentation

Procurement staff shall document the process and approach used to rotate through responsible contractors on a project specific roster. Documentation could include, but is not limited to, printing the project specific roster, and noting each contractor considered through review of their "last contracted" date and reference to the Small Business Utilization Plan. Staff are encouraged to use the "Rotation Documentation Form."

G. Multiple Procurements in the same Project Type and Category

Procurement staff are encouraged to use the same project specific roster and rotate starting at the bottom of the list when procurements for the same Project Type and

Category are anticipated. This approach provides the maximum practicable opportunities to rotate through the same list of contractors and equitably distribute work among all Small Businesses in registered in a project type and category. (e.g., 3 roof replacements in a 12-month period, goes to 3 different roofers).

H. Notification

At the conclusion of negotiations with the directly selected, rotated contractor, procurement staff must send notification to all the small businesses on the project specific roster of the selection which includes the basis of rotation as documented.

I. Rotated Businesses Decline to Negotiate

If rotated business declines to negotiate, procurement staff will first attempt to negotiate with the next rotated business. If all rotated businesses decline to negotiate, procurement staff can elect to revert the solicitation to the competitive process and invite all businesses on a project specific roster, cancel the solicitation all together, or publicly bid. Procurement staff are encouraged to ask contractors that decline the reason.

4.0 Definitions

- A. Small Works Roster has the same meaning as RCW 39.04.151-154.
- B. Direct Contracting means the ability to select one contractor and negotiate a price for a public works project that is estimated to cost \$150,000 or less in accordance with RCW 39.04.152(4)(b) applicable policies.
- C. Small Business means the same as RCW 39.04.010(7).
- D. Small Business Utilization Plan means the same as described in RCW 39.04.152(4)(b)(iv).
- E. Project Specific Roster means the same as “appropriate roster” or “applicable roster” and is the specific list of businesses generated for an individual solicitation.
- F. Rotation means identifying a contractor not previously awarded in in the same project type and category.
- G. Rotation Documentation means the documented process procurement staff used to ensure compliance with this policy.

5.0 Supporting Policies

The following policies/procedures support and may apply to small works roster, direct contracting rotation.

- A. Draft Resolution 25-032
- B. Direct Contracting Procedures
- C. Direct Contracting Business Utilization Policy

EXHIBIT "C"

City of Des Moines Direct Contracting Business Utilization Policy

Purpose

The City of Des Moines is reserving the option to use Direct Contracting as practicable in the Small Works Roster process. As required under RCW 39.04.152(4)(b)(iv), the City is preparing the following small, minority, women, and veteran-owned business utilization plan.

Intent

It is the agency's policy to not favor contractors by repeatedly awarding contracts without documented attempts to negotiate with others.

This plan is intended to help increase the likelihood of small works roster awards going to a broad range of small businesses.

This plan is to be referred to with each procurement for small works with a \$150,000 estimate or less and will be referred to by City staff as they solicit and negotiate using Direct Contracting.

Policy

Before utilizing the small works roster direct contracting process under RCW 39.04.152(4)(b), the Public Works Director shall designate a Business Utilization Plan Administrator and the Director or his designee shall develop a Business Utilization Plan to help increase the likelihood of small works roster awards going to a broad range of small businesses.

The City's goal is to award small and diverse businesses a minimum of 33% of all the small works projects awarded during any annual period. The Administrator is encouraged to increase that target when developing annual plans whenever the number and types of anticipated projects makes it practicable.

Annual plans shall include information in substantially the following form, based on anticipated qualifying future projects (sample projects for illustrative purposes only):

Agency: City of Des Moines
 Effective Date: ____
 End Date: ____
 Plan Administrator: _____

Target Small Business Utilitization Percentage: ____%

Projects Anticipated: _____ Target Small Business Awards: _____

Project Type	Category	ID for small business
Building/Facilities	Renovations	x
Building/Facilities	Security Upgrades	

Building/Facilities	Parking Lot Rehab	
Parks/Landscaping	Irrigation replacement	x
Parks/Landscaping	Lighting upgrades	
Roads	Sidewalk repairs	x
Roads	Crosswalk enhancement	
Roads	Pedestrian improvement	
Civil	Water pipe replacement	
Civil	Side sewer repairs	x
Civil	Slope stabilization	x

The plan shall be annually assessed and results posted by the plan administrator on the City website. The annual reports shall include information in substantially the following form (sample projects for illustrative purposes only):

Agency: City of Des Moines
 Effective Date: ____
 End Date: ____
 Plan Administrator: _____

The City of Des Moines achieved 50% utilization of small business as follows:

Project Name	Project Type	Category	Small Business Utilized
Permit Counter Reno	Building/Facilities	Renovation	x
City Hall Parking Restripe	Building/Facilities	Parking Lots	x
Main Street Rechannel	Roads	Channelization	
Sidewalk repairs 3rd Ave	Roads	Sidewalks	x
Star Park Playground Replacement	Parks	Playgrounds	
19th Ave Sewer repair	Civil	Side Sewer	

For details on each award, please see our small works award data publicly available [\[link\]](#).

Plan Evaluation and Improvements [“+” = positive/useful, “-“= needs improvement]

Projects Identification/Planning:

Rating: +

Discussion: even though achieved projects were not the same as initially planned the project types and categories were used.

Businesses Identification:

Rating: -

Discussion: not all bidder pools were reviewed ahead of each solicitation.

Business Engagement:

Rating: +

Discussion: notice of upcoming solicitations were sent ahead of invitations which resulted in small business representation with each solicitation.

Process Review:

Rating: -

Discussion: struggling with negotiations, process is taking too long.

Overall Evaluation: Not suggesting any significant changes other than identifying new projects and small business opportunities for the next year. Recommend continued training or similar on negotiation process.

[end report]

Supporting Policies

The following policies/procedures support and may apply to small works roster, direct contracting rotation.

- A. Draft Resolution 25-032
- B. Direct Contracting Procedures
- C. Direct Contracting Rotation Policy

RESOLUTION NO. 1118

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, revising policies governing City Council participation in public contracts, and rescinding Resolution No. 1070.

WHEREAS, Resolution No. 1070 revised the policies governing City Council participation in public contracts in part by increasing the City Manager's signing authority to \$50,000.00 for small works roster, construction, and consultant services contracts which have been previously approved by the City Council, and in part by increasing the small works roster limitation to two hundred thousand dollars, and

WHEREAS, Engrossed Substitute House Bill 1847 was signed into law by the Governor on April 24, 2009, effective July 26, 2009, and gives authority to code cities of more than 20,000 population to increase its authority to award contracts using the small works roster from two hundred thousand dollars (\$200,000.00) to three hundred thousand (\$300,000.00), and

WHEREAS, the City Council finds it necessary to adopt the following policies; now therefore,

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

Sec. 1. The following policies shall govern City Council participation in public contracts:

(1) **Interlocal agreements.** Chapter 39.34 RCW requires the governing bodies of participating public agencies to take appropriate action by ordinance, resolution, or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council *Rules of Procedure*.

(2) **Franchise agreements.** Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

(3) **Public works (small works roster).**

(a) **MRSC rosters.** The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

(b) **Small works rosters.** The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

(i) **Cost.** The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of

real property where the estimated cost does not exceed Three Hundred Thousand Dollars (\$300,000.00), which includes the costs of labor, material, equipment, and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

(ii) **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

(iii) **Telephone or written quotations.** The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).

(A) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

(B) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Fifty Thousand Dollars (\$150,000.00) to Three Hundred Thousand Dollars (\$300,000.00), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

(1) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

(2) Mailing a notice to these contractors; or

(3) Sending a notice to these contractors by facsimile or email.

(C) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

(D) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

(c) Limited public works process.

(i) If a work, construction, alteration, repair, or improvement project is estimated to cost less than Thirty-Five Thousand Dollars (\$35,000.00), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

(ii) For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(iii) The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

(iv) **Determining lowest responsible bidder.** The City Council shall award the contract for the public works project to the lowest responsible bidder provided

that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

(v) **Award.** The City Manager or his designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars (\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(c) **Consulting services rosters.**

(i) **Consulting services.** Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) **Publication.** At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) **Professional architectural and engineering services.** The MRSC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

(4) **Public Works (subject to bid).** Public work projects exceeding Three Hundred Thousand Dollars (\$300,000.00) are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council committee of origin

for study and recommendation prior to being presented to the City Council for approval and if there is no Council committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

(5) **Purchase of supplies, material, equipment, and non-professional services.** For code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

(6) **Architectural and Engineering Services.** Chapter 39.80 RCW provides that in selecting architectural and engineering consultants the City shall conduct discussions with one or more firms and shall select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

(a) The City Manager shall advertise the architectural and engineering requirements;

(b) The City Manager shall thereafter enter into discussions with several firms and select the most qualified architect or engineer;

(c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and

(d) If the contract amount does not exceed \$50,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$50,000, the contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

(e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.


Resolution No. 1118
Page 7 of 7

Sec. 2. Resolution Nos. 1056 and 1067 are rescinded.

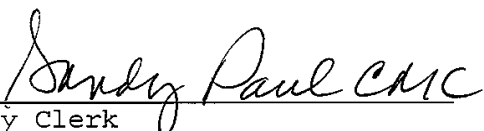
ADOPTED BY the City Council of the City of Des Moines, Washington this 11th day of February, 2010 and signed in authentication thereof this 11th day of February, 2010.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: State Parks Grant Agreement for
Funding of Annual Operating and Maintenance of
the New Pump-Out Equipment

FOR AGENDA OF: June 26th 2025

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: June 13th 2025

ATTACHMENTS:

- 1. Grant Agreement No. CVA 325-300

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance *ML*
- Human Resources _____
- Legal */s/ TG*
- Marina *(SW)*
- 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 request Council approval to enter into a grant agreement with the Washington State Parks and Recreation Commission that will provide funds from the Clean Vessel Act Program for Operation and Maintenance of the Marinas Pump-Out equipment.

Suggested Motion

Motion 1: “I move to approve Grant Agreement No. CVA 325-300 to provide \$36,225.00 from the State’s Clean Vessel Act for the purpose of Operation and Maintenance of the Marinas Pump-out equipment and to authorize the City Manager to sign the grant agreement substantially in the form attached.”

Background

To promote safe disposal of vessel sewage and to prevent pollution in Puget Sound, the Marina has provided, operated and maintained sewage pump out equipment in the Marina for at least four decades. The Marina has used the State’s Clean Vessel Act Program (CVA) in the past to help fund the purchase of sewage pump-out equipment. Currently the Marina is operating two pump-out units funded by the program.

Discussion

The health of the waters of Puget Sound are important, so the Marina has never charged boaters for using the pump-out equipment. Marina rules, and state law strictly prohibit the discharge of sewage inside the Marina and in the waters of Puget Sound, respectively. Because there is no area of water on the Puget Sound where it is legal to discharge untreated sewage, local recreational boaters, particularly customers of the Marina, require some place where their sewage can be pumped out. Typically, the Marina’s sewage pump-out units collect and discharge to the sewer district between 135,000 and 150,000 gallons of sewage per year that might otherwise have been illegally discharged into Puget Sound. This grant will help cover replacement of parts, operation, and equipment maintenance.

Alternatives

- Alternative No1: The Council may approve the agreement and accept the funding from the CVA program.
- Alternative No. 2: The Council may decline to approve the agreement with the CVA program and direct staff further instructions.

Financial Impact

The CVA grant will reimburse the Marina 75% of operation and maintenance costs up to the \$36,225.00. The additional 25% of operating and maintenance costs will be paid out of Marina funds. The Marina staff has always maintained and repaired the pump-out equipment

Recommendation

Staff recommends that the Council approve the CVA Grant Agreement with the Washington State Parks and Recreation Commission.



**WASHINGTON STATE PARKS AND RECREATION COMMISSION
SUBRECIPIENT GRANT AGREEMENT
CLEAN VESSEL ACT PROGRAM (CVA)
CFDA 15.616**



Agreement No. CVA 325-300

This Agreement is between the State of Washington, Washington State Parks and Recreation Commission (State Parks) acting by and through its Clean Vessel Act Program (“CVA” or “Recipient”) and **City of Des Moines** (“Subrecipient”), each a “Party” and, together, the “Parties”.

SECTION 1: AUTHORITY

Per 2 Code of Federal Regulations 200 (2CFR200), State Parks has determined this to be a “Subrecipient” relationship under 2CFR200.331. This subrecipient agreement is authorized by 2 CFR 200 and 50 CFR 85 (Clean Vessel Act Grant Program). CVA is authorized to provide grants for boating facility projects and has sufficient grant funds available within its current biennial budget and has authorized expenditure on the Subrecipient’s Project as defined below, and the Subrecipient agrees to comply with 2 CFR 200, CVA’s rules and other CVA adopted policies and procedures, and this Subrecipient Grant Agreement.

SECTION 2: PURPOSE

The purpose of this Agreement is to set forth the obligations of both Parties in the operations & maintenance of Clean Vessel Act Marine Sewage Disposal Facilities (MSDF) for recreational vessel sewage removal and collection, hereinafter called the “Project.”

SECTION 3: COURTESY INFORMATION & REMINDER

Very important information is located throughout this document. The onus is on the Subrecipient to read the entire document which may include Attachments, Exhibits, or other information incorporated by reference. Experience has shown that the following information seems to have the most interest for the Subrecipient. As such, CVA is providing this nonexclusive list but cautions that other important information does not appear in the Courtesy List.

- **Term:** See Section 5.1 – Term
- **Project Completion:** See Section 5.2 – Project Completion
- **Subrecipient’s Authorized Representative:** See Section 6.2 – Subrecipient’s Authorized Representative.
- **Project completion date:** See Section 7.1.1 – Project Timeline
- **Number of Vessels:** See Section 7.1.7 – Operation and Maintenance of a Pumpout Vessel.
- **Geographical Areas:** See Section 7.1.7 – Operation and Maintenance of a Pumpout Vessel.
- **Reimbursement Total:** See section 8.3.e [not titled].
- **Grant Funds:** See Section 9.2 – Grant Funds.
- **Accident Report:** See Section 12.8 – Accident Report

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- **Required Information (2CFR200.331(A)(1)):** See *Exhibit B – Information Required by 2 CFR §200.331(A) (1)*.
 - **Subrecipient’s Completed CVA Grant Application:** See *Attachment A*.

SECTION 4: DEFINITIONS

- 4.1 Attachment:** A document provided by the Subrecipient (application, budget plan, etc.) that is also made part of this agreement and incorporated by reference. See also Exhibit.
- 4.2 CVA:** The federally funded Clean Vessel Act Grant Program administered by Washington State Parks and Recreation Commission (State Parks). For purposes of this agreement CVA represents the State of Washington. If CVA ceases to exist or is no longer the state program designated to administer this federal program, then references to CVA will be understood to be the State of Washington.
- 4.3 Exhibit:** A document provided by the CVA Program that is also a part of this agreement and incorporated by reference. See also Attachment.
- 4.4 MSDF:** Marine Sewage Disposal Facility. Includes any facility designed, purchased, installed, constructed, renovated, operated, repaired, or maintained with Clean Vessel Act grant funds. This includes stationary pumpout units, portable pumpout carts, dump stations, floating restrooms, pumpout barges, and pumpout vessels.
- 4.5 O&M:** Operation and Maintenance. Defined in federal regulation 50 CFR 85.11 as, “Those activities necessary for upkeep of a facility. These are activities that allow the facility to function and include routine recurring custodial maintenance such as housekeeping and minor repairs as well as the supplies, materials, and tools necessary to carry out the work. Also included is non-routine cyclical maintenance to keep facilities fully functional” and “Those activities necessary for the functioning of a facility to produce desired results. These are activities that make the facility work.”
- 4.6 Pumpout Vessel:** A boat designed, purchased, installed, constructed, renovated, operated, repaired, or maintained with Clean Vessel Act grant funds. The sole purpose of such vessels is to provide free or low cost (no more than \$5) pumpouts to recreational boats.
- 4.7 Recreational Vessel:** Defined in federal regulation 50 CFR 85.11 as a vessel owned and operated primarily for pleasure; or a vessel leased, rented, or chartered to another for recreational use.
- 4.8 Subrecipient:** A non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. In this agreement, the subrecipient is the successful applicant with whom Washington CVA awards a Clean Vessel Act grant (See 2 CFR 200.93).
- 4.9 Subrecipient Grant Agreement:** Also known as a subaward. Defined in federal regulation as “an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal

program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (See 2 CFR 200.92).

SECTION 5: EFFECTIVE DATE AND DURATION

- 5.1 Term.** This Agreement is effective on the date of the last signature and terminates on the **June 1, 2029**.
- 5.2 Project Completion.** The Project shall be completed on or before **April 1, 2029**, and final billing for the Project shall be submitted to CVA on or within **thirty days (30)** of completion (**May 1, 2029**) Unless approved in writing, CVA shall not be obligated to disburse any payments after this date.
- 5.3 Closeout.** (See 2 CFR § 200.343) CVA will closeout this award under this Agreement when it determines that all applicable administrative actions and all required work of this Agreement have been completed by the Subrecipient.

SECTION 6: AUTHORIZED REPRESENTATIVES

- 6.1** State Parks CVA Program Authorized Representative is:

Rob Sendak, Boating Program Manager
Washington State Parks - Boating Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Rob.Sendak@PARKS.WA.GOV

- 6.2** Subrecipient's Authorized Representative is:

Scott Wilkins
21630 11th Ave S
Ste A
Des Moines, WA 98198-6317
swilkins@desmoineswa.gov

- 6.3** A Party may designate a new Authorized Representative by written notice to the other Party.

SECTION 7: RESPONSIBILITIES OF EACH PARTY

- 7.1 Responsibilities of Subrecipient.** This project itself is the sole responsibility of Subrecipient. CVA undertakes no responsibilities to Subrecipient, or to any third party, other than as expressly set out in this document. Subrecipient shall be solely responsible for the design, permitting, development, construction, implementation, operation and maintenance of the project, as those phases are applicable to this project, and solely responsible for any claim or suit of any nature by any third party related in any way to the project.
- 7.1.1 Project Timeline.** The Subrecipient is responsible for maintaining the project timeline for

all dates and activities outlined as the Subrecipient's responsibility as identified in the Subrecipient's CVA Grant Application (Attachment "A"). Subrecipient shall complete the approved activities no later than **April 1, 2029**, as a term of the acceptance of this grant award. CVA may extend this construction period if, in its opinion, Subrecipient has demonstrated in writing, a satisfactory showing of extenuating circumstances. CVA has the absolute right to accept or reject any request for additional time without any appeal rights for Subrecipient.

CVA staff shall inspect the site within 30 days of notification of completion to verify that the project has been built in accordance with the approved plans and specifications. Work will be considered complete, only when the following conditions are met:

- The activities and facilities described in the Scope of Work and this grant document are installed, functional and ready for use;
- On-site signs are in place; and
- Appropriate proof of completion has been provided to CVA or an inspection by CVA or CVA designee has been made.

If the work is not satisfactorily completed, Subrecipient will be in breach and CVA may, at its discretion, rescind the grant and require repayment of any grant funds already disbursed.

7.1.2 Operation and Maintenance of a Land Based Marine Sewage Disposal Facility To operate and maintain a no cost marine sewage disposal facility to the public for five years from the date agreement was executed. Subrecipient shall operate and maintain a MSDF which shall include providing trained staff to operate the MSDF, maintaining the MSDF in good operating condition, equipment repairs, supplies, properly disposing of waste, and operating the MSDF during normal business hours.

7.1.3 Operation and Maintenance of a Pumpout Vessel. To operate and maintain in good operating condition, all pumpout vessel(s) indicated in the application (Attachment A). Each pumpout vessel may charge up to \$5.00 per pumpout and may only pumpout recreational boats. The subrecipient shall administer a Pumpout vessel program which shall include providing trained staff to operate the Pumpout vessel, maintaining the Pumpout vessel in good operating condition, and properly disposing of waste collected.

7.1.4 Permits. If the O&M services being provided within this project require any permits or archeological or environmental surveys, the Subrecipient shall contact the appropriate officials to determine the necessary requirements. All completed and approved permits and/or archeological or environmental surveys must be submitted to CVA for approval prior to proceeding with permitted work. The Subrecipient must receive approval, in writing, from the CVA Grant Manager, prior to proceeding with the permitted work.

7.1.5 Periodic Inspections. Subrecipient hereby grants to the Grantor, or its authorized representative, a right, equal in time to the serviceable life of the granted materials, to enter upon Subrecipient's property as deemed necessary by the Grantor for inspection, compliance, and monitoring purposes. These periodic inspections are intended to ensure continued compliant use of the materials, products, and workmanship in the operations

and maintenance services. These inspections do not require advance notification to the Subrecipient of such inspection or access.

7.1.6 Project Staff. Any changes in the principal project staff must be requested in writing and approved by CVA. In the event of any unapproved change in principal project staff, CVA may terminate this agreement.

7.1.7 Commercial and Other Uses. Commercial Use is prohibited. Subrecipient must restrict use of the Project to only recreational boats. For purposes of this *Section 7 – Responsibilities of Each Party*, Commercial Use means any activity on or affecting the Project that was not described in the Subrecipient's proposal, or not approved in writing by CVA, where the Subrecipient:

1. has financial profit as a goal,
2. charges any fees or receives any benefit to provide services, supplies or goods, or
3. allows third parties to charge any fees or receive any benefit to provide services, supplies or goods.

7.1.8 Publications & Advertising. The Subrecipient shall include the following statement if publishing any report, news release or publication regarding this project: *"Partial funding was through the Washington State Parks and Recreation Commission Clean Vessel Act Program, and in cooperation with U.S. Fish and Wildlife Service Clean Vessel Act Grant Program."*

7.1.9 Project Sign. The Subrecipient shall post in a conspicuous location at the site a sign identifying State Parks, CVA, any Federal Agencies, and specific federal grant programs participation in the Project.

The Recipient shall include the following statement if publishing any report, news release or publication regarding this project: "Partial funding for this facility was provided by the Washington State Parks Clean Vessel Act Grant Program. This program is funded by the U.S. Fish & Wildlife Service through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuels and fishing equipment."

7.1.9.1 For MSDF: The Subrecipient shall install signs in a manner to be clearly visible to direct boaters to the MSDF. Information signs shall be installed at the MSDF/Pumpout vessel indicating use restrictions, fees, hours of operation, and a contact name and phone number to call in case of emergency or if the MSDF is inoperable. These signs may be provided at no cost by contacting the Clean Vessel Act Program Manager.

All such signs shall acknowledge that the MSDF was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout facility/vessel was built (or improved) with funds provided by the Washington State Parks Clean Vessel Act Grant Program in partnership with the U.S. Fish & Wildlife Service through the Sport Fish Restoration and Boating Trust

Fund, which is financed by your purchase of motorboat fuel and fishing equipment.”

Signs shall include logos acknowledging support of the Sport Fish Restoration & Boating Trust Fund and the international pumpout symbol. Logos are available from CVA in electronic format upon request of the Subrecipient.

7.1.9.2 For Pumpout Vessels: The Subrecipient shall install and/or maintain signs/lettering on the boat clearly visible to boaters advertising the availability of the service and telephone number/radio frequency identifying how to contact the Pumpout vessel. Appropriate information signs shall be prepared, installed and maintained. Signs should include restrictions, hours of operation, and a contact name and phone number to call. All such signs shall acknowledge that the vessel was constructed, improved, or operated/maintained with funds from the Clean Vessel Act; suggested language: "This pumpout vessel was built (or improved) with funds provided by the Washington State Parks Clean Vessel Act Grant Program in partnership with ed by the U.S. Fish & Wildlife Service through the Sport Fish Restoration and Boating Trust Fund, which is financed by your purchase of motorboat fuel and fishing equipment.”

Signs shall include logos acknowledging support of the Sport Fish Restoration & Boating Trust Fund and the international pumpout symbol. Logos are available from CVA in electronic format upon request of the Subrecipient.

7.1.10 Public Access to Project. During the term of this Agreement the Subrecipient shall allow open and unencumbered public access to the Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

7.1.11 Maintenance. The Subrecipient shall be responsible for the maintenance and operation of the Project and related facilities during the term of the Agreement. This does not restrict the Subrecipient's ability to subcontract for the performance of maintenance and operation services. Such subcontractors would be subject to *Section 7.1.18 - Indemnification by Subrecipient's Contractors*. **Further, should the subrecipient need to subcontract any part of the work, 2 CFR 200 requires and instructs the subrecipient how to competitively compete for these services.**

7.1.12 Payments. Subrecipient agrees to:

- a. Make payment promptly as due to all contractors, subcontractors, vendors or any other persons supplying labor or materials for the Project;
- b. All employers, including Subrecipient that employ subject workers shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for exemption. Subrecipient shall require and ensure that each of its subcontractors complies with these requirements (unless inapplicable as a matter of federal law); and
- c. Not permit any lien or claim to be filed or prosecuted against WSPRC, due to any construction or maintenance activities at the Project.

7.1.13 Alternative Dispute Resolution. The Parties should attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level,

including at a level higher than persons directly responsible for administration of the agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

7.1.14 Indemnification by Subrecipient's Contractors. For purposes of this Section 7.1.18 – *Indemnification by Subrecipient's Contractors* the term “contractor” means actors downstream of the Subrecipient whether it be a contractor, a subcontractor, or downstream subrecipient or the Subrecipient. The Subrecipient shall take all reasonable steps to cause its contractor(s) to indemnify, defend, save and hold harmless the State of Washington and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’ fees) arising from a tort caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient’s contractor or any of the officers, agents, employees or subcontractors of the contractor (“Claims”). It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

7.2 Responsibility of Clean Vessel Act Program (CVA):

7.2.1 CVA shall pay Subrecipient as described in *Sections 8 – Conditions to Disbursement* and *Section 9 – Reimbursement and Payment Terms*.

SECTION 8: CONDITIONS TO DISBURSEMENT

8.1 Eligible Construction Or Equipment Replacement Expenses include only those items from the list below that are in your approved project budget:

- 8.1.1 Approved Engineering and design fees (Not to exceed 20% of total project budget)
- 8.1.2 Project administration/coordination (Not to exceed 20% of total project budget)
- 8.1.3 Project-related permits and inspections fees as required by local, state, and Federal regulation
- 8.1.4 MSDF equipment or Pumpout vessel
- 8.1.5 Applicable taxes and freight charges
- 8.1.6 Costs associated with installation of signs
- 8.1.7 Shore works, pilings, and floats
- 8.1.8 Utilities deemed necessary by CVA Program for the successful operation of MSDF
- 8.1.9 Other items as deemed by CVA to be necessary to complete the project

8.2 Eligible Operation and Maintenance (O&M) Expenses:

- 8.2.1 Cost of parts, supplies, and materials directly related to care of the equipment

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- 8.2.2 Costs of utilities to operate and maintain the equipment or costs of removal of sewage to treatment plant
 - 8.2.3 Cost of sewage disposal from pumpout holding tank or disposal to public sewer
 - 8.2.4 Supplies necessary for operations and maintenance activities of your pumpout
 - 8.2.5 Replacement or back-up parts
 - 8.2.6 Meters or telemetry equipment used for monitoring the system
 - 8.2.7 Operating costs for pumpout boats (staff, fuel, fluids, repairs, maintenance) or operating costs for boats used to service floating restrooms (staff, fuel, fluids)
 - 8.2.8 Documented staff or contract labor associated with routine custodial and non-routine maintenance and repairs, the cost of that person operating or maintaining the system.
 - 8.2.9 Other items as deemed by CVA to be necessary to complete the project

8.3 Conditions Precedent to Any Reimbursement. CVA shall not be obligated to disburse any of the grant funds to reimburse the Subrecipient for Project costs hereunder unless CVA has received from the Subrecipient:

- a. Prior to Project solicitation or construction, the final architectural and engineering plans, specifications, and cost estimate(s), statement of work, request for proposal or other documentation for the Project, documents must be in form and substance satisfactory to CVA;
- b. Prior to Project construction a copy of all required, federal, state and local permits or approvals for the Project; and
- c. A copy of the contractor's, vendor's, supplier's or consultant pricing, unless the Subrecipient is completing the Project; and
- d. Reimbursement Requests must be submitted on the approved CVA Grant Reimbursement form along with all supporting documentation. Reimbursements shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in *Section 7 – Responsibilities of Each Party* and *Section 9 – Reimbursement and Payment Terms*.

Supporting documents must:

- Be numbered in the upper right corner and correspond to the "Document #" column on your Reimbursement Request Form
- Be dated. The date of the invoice must be within the period of performance of this award
- Have Subrecipient's business name clearly identified
- Clearly identify the cost and the amount paid & show zero-balance due

If a receipt, invoice, or statement includes expenses not related to the CVA project, those costs must be highlighted and noted as "ineligible costs".

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- e. CVA will reimburse Subrecipient for eligible activities only after CVA has accepted the work as complete. Reimbursement from CVA shall not exceed **seventy five percent (75%)** of the total project cost from eligible grant expenses. Total reimbursement under this grant agreement shall not exceed the award amount of **Thirty-six Two Hundred Twenty-five and No/100ths Dollars (\$36,225.00)**
 - f. The Subrecipient may not exceed the approved budget which was proposed by the Subrecipient as part of the Subrecipient's Subrecipient Grant Application that was accepted by CVA. The Subrecipient's budget is attached to this agreement (Attachment "A"). If the Subrecipient would like to change or add additional funds to the original budget, a budget amendment request must be sent in writing to CVA in advance of the expense being incurred. CVA shall determine the availability of funding to cover the additional services. Any increases in project budget will be approved by formal amendment to this agreement.
 - g. If a boat, a dock or other facility or equipment is used partially for other purposes, costs must be pro-rated for that portion of their use that is for Clean Vessel Act purposes.

8.4 Conditions Precedent to Partial Progress Payment(s). CVA shall not be obligated to make partial progress reimbursement payment(s) hereunder until supporting documentation of the percentage of Project completion has been received, reviewed, and approved by CVA. In no event shall CVA disburse more than **seventy five percent (75%)** of the amount indicated in *Section 9.2 – Grant Funds* as progress payments.

8.5 Conditions Precedent to Final Payment. CVA shall not be obligated to make final payment hereunder until the following have been completed or supplied:

- a. Supporting documentation in form and content determined by CVA, has been received reviewed and approved by CVA; and
- b. Subrecipient provides a minimum of three photographs detailing the completed work. One photo must be of the installed sign crediting CVA with funding the Project; and
- c. Inspection and approval of the Project by CVA Program staff.

SECTION 9: REIMBURSEMENT AND PAYMENT TERMS

9.1 Federal Fund Approval. CVA has received a grant from the United States Department of the Interior, Fish and Wildlife Services, (USFWS) as described pursuant to 2 CFR 200.331 on Exhibit B. In accordance with 2 CFR 200.331, CVA's determination is that the other party to this agreement is a subrecipient and is therefore a subrecipient of federal funds.

9.2 Grant Funds. Upon approval by its governing body or bodies, CVA shall provide federal grant funds in the amount of **Thirty-six Two Hundred Twenty-five and No/100ths Dollars (\$36,225.00)** in federal funds to the Subrecipient to fund the Project.

9.3 Indirect Rate. *Not USED*

9.4 Match. The Subrecipient shall contribute at least **twenty five percent (25%) Twelve Thousand Eight Hundred Twenty-five and No/100ths Dollars (\$12,825.00)** of the total project cost as cost sharing or non-federal match as described in the approved project budget. Such cost sharing or match may be provided as cash costs or third-party in-kind services provided such services are reasonable and necessary for grant purposes. These are non-reimbursable items. Allowability of any cost sharing or match shall be determined in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100.

The Subrecipient shall maintain records that adequately document the valuation of non-federal match/in-kind services in accordance with 50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100. The Subrecipient shall submit a summary of the valuation to CVA. Further instruction on adequate valuation of match expenses can be provided by contacting the Clean Vessel Act Program Manager.

9.5 Allowable Costs. All costs charged by the Subrecipient and subcontractors must be eligible, necessary, and reasonable for performing the tasks outlined in the approved project work plan. The costs, including match, must be incurred during the period of performance of the project. The costs also must be allowable and well documented, in conformance with specific federal requirements (50 CFR Part 85; and 2 CFR Part 200 as applicable and as adopted in regulation by 2 CFR 1402.100).

9.6 Payments. After the Subrecipient awards the contract for the Project, and activities commence, CVA shall, upon receipt of the Subrecipient's request for reimbursement and appropriate documentation all in form and substance satisfactory to CVA, disburse funds to the Subrecipient in accordance with *Section 8 - Conditions To Disbursement*.

Subrecipient may request reimbursements for qualified construction or replacement expenses only after the project has been completed and the MSDP/Pumpout vessel is fully operational. Approved Annual O&M Reimbursements may be requested once per year at the close of the federal fiscal year (Sept. 30th) unless special arrangements are made with the CVA Program Manager.

Reimbursement shall take place after Subrecipient submits a properly completed Reimbursement Request Form (provided by CVA), along with required supporting documentation. Requests shall only be allowed when requested on the proper forms provided by CVA, reference this agreement number and accompanied with appropriate supporting documentation.

Subrecipient shall be reimbursed for the actual project costs incurred, up to the total reimbursement amount defined above as long as grant funds remain available. Accounting procedures must provide for accurate and timely recording of receipt of funds by source, expenditures made from such funds, and of unexpended balances. Controls must be established which are adequate to ensure that expenditures are for allowable purposes and that documentation is readily available to verify that such charges are accurate. The burden of proof lies with the subrecipient to provide clear information as to the expense and form of payment.

9.7 Cost Overruns. Cost overruns are the responsibility of Subrecipient and must be borne

by Subrecipient. Approval of any additional fund increases to address cost increases will be awarded solely at CVA' discretion. The grant agreement must be amended in writing and signed by both parties before any reimbursements for any approved increased project costs can occur.

9.8 Overpayment. In the event the aggregate amount of CVA's interim progress payments to the Subrecipient exceeds the allowable reimbursable costs of the Subrecipient for the Project, the Subrecipient agrees to refund to CVA the amount paid in excess of such allowable expenses within thirty (30) days of final billing by the Subrecipient or the Project Completion Date, whichever is earlier.

9.9 Program Income. Income received by the Subrecipient directly generated by a grant supported activity or earned only as a result of the grant agreement during the grant period is defined as program income per 50 CFR Part 85; and 2 CFR 200 as applicable and as adopted in regulation by 2 CFR 1402.100 Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs. Program income that the Subrecipient did not anticipate at the time of the award shall be used to reduce the Federal/State share and grantee contributions rather than to increase the funds committed to the project.

9.10 Offset or Reduction. The Subrecipient agrees that payment(s) made by CVA under this Agreement shall be subject to offset or reduction for any amounts previously paid hereunder that are found by CVA not to constitute allowable costs under this Agreement based on the results of an audit examination. If such disallowed amount exceeds the payment(s), the Subrecipient shall pay CVA the amount of such excess within 30 days after written notice of disallowed costs is provided by CVA.

9.11 Disallowed Costs.

9.11.1 Entertainment Costs. In accordance with 2 CFR 200, the cost of amusement, diversion, social activities, ceremonials, and costs relating thereto, such as meals, lodging, rentals, transportation, gratuities and alcoholic beverages are not allowable expenses.

9.11.2 Prior Costs. CVA will not reimburse Subrecipient for any costs incurred prior to the effective date of this grant except for pre-approved costs such as:

- State and federal permits which must be complete prior to beginning construction
- Preliminary engineering costs to design and add a project to marina

9.12 Cost Savings. Any cost savings realized on the Project shall be prorated between the Parties based on the percentage of their respective cash contributions as set forth in Section 9.1– *Federal Fund Approval* and Section 7 - *Responsibilities of Each Party*.

SECTION 10: REPRESENTATIONS AND WARRANTIES

Subrecipient represents and warrants to CVA that:

10.1 Subrecipient is a **City** duly organized and validly existing. Subrecipient has the power and authority to enter into and perform this Agreement;

- 10.2** The making and performance by Subrecipient of this Agreement (a) have been duly authorized by Subrecipient, (b) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Subrecipient's charter or other organizational document and (c) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Subrecipient is party or by which Subrecipient may be bound or affected. No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Subrecipient of this Agreement, other than those that have already been obtained;
- 10.3** This Agreement has been duly executed and delivered by Subrecipient and constitutes a legal, valid and binding obligation of Subrecipient enforceable in accordance with its terms;
- 10.4** Subrecipient has the skill and knowledge possessed by well-informed members of the industry, trade or profession most closely involved in providing the services under this Agreement, and Subrecipient will apply that skill and knowledge with care and diligence to perform its obligations under this Agreement in a professional manner and in accordance with the highest standards prevalent in the related industry, trade or profession; and
- 10.5** Subrecipient shall, at all times during the term of this Agreement, be qualified, professionally competent, and duly licensed to perform its obligations under this Agreement.

The representations and warranties set forth in this *Section 10- Representation and Warranties* are in addition to, and not in lieu of, any other representations or warranties provided by Subrecipient.

SECTION 11: GOVERNING LAW AND CONSENT TO JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between CVA or any other agency or department of the State of Washington, or both, and Subrecipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Superior Court for Thurston County, State of Washington; provided, however, if a Claim MUST be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the Western District of Washington. In no event shall this *Section 11 – Governing Law and Consent to Jurisdiction* be construed as a waiver by the State of Washington of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

SECTION 12: EQUIPMENT: OWNERSHIP, MAINTENANCE, USEFUL LIFE & DISPOSAL

12.1 Ownership Of MSDF / Pumpout Vessel

Except as otherwise provided herein, Subrecipient shall retain ownership of the marine sewage disposal facility during the term of the grant. Subrecipient may, during the term of the grant, transfer or convey its ownership interest in the facility only if said transfer or conveyance is accompanied by an assignment of Subrecipient's rights and obligations detailed in this grant document and only after prior written approval by the CVA. Subrecipient shall not at any time during the term of the grant convert any facility which was acquired or constructed pursuant to the grant to a use other than those for which the assistance was originally approved.

Equipment purchased with Clean Vessel Act funds shall be used only for the purpose for which it was originally purchased and no other purpose, whether or not the Subrecipient continues to be supported by Clean Vessel Act grant funds.

Observed/reported incidents of unauthorized use of CVA equipment shall be addressed by the following:

- 1) Any observed/reported incident of unauthorized use of CVA funded vessels will be followed-up by CVA communication with the Subrecipient. CVA may conduct site visits or contact area boaters for supplemental information as necessary. The pumping out of commercial and non-recreational vessels with CVA funded equipment is strictly prohibited.
- 2) In those instances where the CVA determines that an unauthorized use of a CVA funded vessel has occurred, the CVA will provide written notification to the operator of its determination with a warning that continued misuse or abuse of CVA-funded vessels and equipment may result in:
 - a) the loss of O&M and/or equipment replacement funds;
 - b) the removal of misused equipment from the facility; and/or
 - c) an assessment against the operator for reimbursement of the federal contribution against the current market value of the vessel (e.g., a vessel with a current market value of \$20,000 would require the operator to reimburse the CVA Program the sum of \$15,000).

12.2 Title. Title to equipment purchased under this Agreement shall vest in the Subrecipient. If the Subrecipient determines that it cannot use the equipment for the stated grant purposes at any point prior to the end of the equipment's useful life, but after the end of this Contract period and any extensions thereof, the Subrecipient shall inform CVA in writing within 30 days of such determination. Such equipment shall be transferred by the Subrecipient to a third party approved by CVA for use for grant purposes in accordance with applicable provisions of state and federal law. Should the equipment not be transferred to a new operator in accordance with this provision, the equipment shall either be returned to CVA for use for grant purposes, or it shall be disposed in accordance with 50 CFR Part 85; and 2 CFR Part 200.

12.3 Useful Life. Beyond the acquisition grant period of performance and throughout the duration of the equipment's useful life, noted as 10 years, the equipment must continue to be used in the program or project for which it was acquired, as Clean Vessel Act Program.

When no longer needed for the original program or project, equipment may be used in other activities in the following order of priority:

Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then

- 1) Activities supported under a Federal award from the Federal awarding agency which funded the original program or project; then
- 2) Activities under Federal awards from other Federal awarding agencies; then
- 3) Any activities consistent with the administration of the State fish and wildlife agency.

12.4 Special Survivorship Note. Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state-CVA entanglements, requirements, or conditions (conditional ownership) unless/until released by the CVA or federal government in writing. While other conditions may apply, typically a release would occur upon the CVA or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the CVA or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the written approval of the CVA or federal government.

12.5 Use and Maintenance of MSDF/Pumpout Vessel. The Subrecipient shall operate and maintain the MSDF/Pumpout vessel designed, purchased, constructed, installed, renovated, operated, repaired, or maintained with CVA grant funds to function as intended for the full period of their useful life and in a manner that provides adequate service, promotes use, and protects public health. Such conditions include:

12.5.1 Subrecipient shall operate and maintain grant funded MSDF/Pumpout vessels in accordance with all applicable Federal, State and local laws, orders, regulations and permits.

12.5.2 Operation shall include having trained personnel available to facilitate operation of the pumpout; appropriate protective clothing (such as gloves) and hand-washing facilities to protect the operator; and a schedule for maintenance.

12.5.3 Any property or facilities open to the public shall be open for the use by ALL recreational boaters without restriction and in compliance to all applicable federal and state nondiscrimination laws, regulations, and policies.

12.5.4 Access shall be allowed during normal business or marina operating hours and the operating hours shall be posted in a conspicuous location on the premises.

12.5.5 The MSDF/Pumpout vessel must be located such that it is reasonably available to transient vessels of sufficient size to be equipped with holding tanks.

12.5.6 MSDF/Pumpout vessel must be used for the collection of vessel sewage only (no bilge or

oily waste shall be collected).

- 12.5.7 The Subrecipient shall not allow land-based restrooms to be used for the emptying of portable toilets.
- 12.5.8 All MSDF/Pumpout vessels shall include equipment for rinsing boat holding tanks, and all rinse water shall be discharged, along with sewage, to the approved disposal system.
- 12.5.9 Pumpout vessels should be operated by trained personnel with a valid State of Washington Boater Education Card.
- 12.5.10 Pumpout vessels should be equipped with all federally required safety equipment and provide and ensure appropriate personal protective equipment (such as gloves, eye protection, and U.S. Coast Guard approved personal floatation devices) and hand-washing facilities to protect the operator.
- 12.5.11 All MSDF/Pumpout vessels shall have a routine schedule for maintenance.
- 12.5.12 As a condition of receiving the grant funds, Subrecipient shall actively maintain the facility/vessel for the **full design life** of the equipment provided from this grant.
- 12.5.13 Subrecipient shall be responsible for all operation, maintenance, and repair of the facilities.

12.6 Equipment Replacement. When acquiring replacement equipment, the Subrecipient may use existing equipment as a trade-in or sell the property and use the proceeds to offset the cost of the replacement property, subject to the approval of CVA. If the Subrecipient is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

When original or replacement equipment acquired under this award is no longer needed or the Subrecipient is no longer able to support the pumpout program, disposition of the equipment shall be made as follows:

- The equipment may be transferred at no cost to another CVA-funded facility (e.g., marina, yacht club, or governmental agency) if such equipment will remain in use and be dedicated to the pumpout program. The conditions for such transfer shall be stipulated by the CVA and shall include the same requirements as those imposed in the original grant. Any cash or in-kind match paid when the equipment was originally purchased will be forfeited in total.
- If the equipment cannot be transferred to another CVA-funded facility, it must be sold at the discretion of the CVA, and the Subrecipient shall pay CVA the proceeds of the sale or the fair market value of the equipment, whichever is the greatest.

12.7 Equipment Breakdown. In the event an equipment breakdown occurs, Subrecipient shall notify CVA within two (2) working days of breakdown. The facility must be repaired and fully operational within ten (10) working days after the breakdown where the breakdown can be remedied with normal expected repairs for five hundred dollars (\$500) or less. For repairs greater than five hundred dollars (\$500), the facility must be fully operational within twenty (20) days after the breakdown. A written report for all breakdowns must be submitted to

CVA within two (2) weeks of the breakdown describing the problem(s), repair(s), and the cost(s). **Failure to notify CVA of an equipment breakdown and plan for repairs may result in the withholding of grant funds.**

12.8 Accident Report. Subrecipients or Subrecipient's staff involved in an accident must remain at the scene and assist any other vessel or person involved, if possible, without endangering their safety, their own vessel or the people aboard. The Subrecipients or Subrecipient's staff must also give his/her name, address and vessel identification number / vehicle identification number to the other operator(s) or owner of the damaged property.

SUBRECIPIENTS OR SUBRECIPIENT'S STAFF INVOLVED IN AN ACCIDENT WHICH RESULTS IN ANY OF THE CIRCUMSTANCES NOTED BELOW SHALL **IMMEDIATELY** NOTIFY THE NEAREST LAW ENFORCEMENT AGENCY WITH JURISDICTION IN THE AREA AND, **NOT LATER THAN 48 HOURS AFTER THE ACCIDENT**, AND REPORT THE MATTER TO THE STATE PARKS CVA PROGRAM BY EMAIL AND TELEPHONE CALL.

- THE DEATH OF ANY PERSON FROM WHATEVER CAUSE.
- THE DISAPPEARANCE OF ANY PERSON.
- THE INJURY OF ANY PERSON SUFFICIENT TO REQUIRE MEDICAL ATTENTION BEYOND SIMPLE FIRST AID.

Any accident in which the total damages to all property affected is in excess of \$500 must be reported by the operator to CVA not later than 5 days after the accident

12.9 Environmental Compliance. As a subrecipient of federal Clean Vessel Act funds, the subrecipient must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA). This award is provisionally approved for administration, design, engineering, and coordination activities only.

The Subrecipient and its contractors must not begin any in-water or ground disturbing work related to this award until notified in writing by CVA with a "Start Work Letter" to proceed with construction.

12.10 Spill Reporting and Cleanup. In the event of a spill or leak of materials from the boat sewage disposal facility, it shall be Subrecipient's responsibility to promptly begin and complete a thorough cleanup of the spill area. Notwithstanding any federal, state, or local reports that are required for any spill, Subrecipient shall notify CVA of any spills within 24 hours from the time the spill is discovered.

12.11 Disposal of Sewage. The Subrecipient shall obtain and maintain approval for the increased flow of sewage to a publicly owned treatment works (wastewater treatment plant) resulting from the discharge of vessel sewage; or obtain and maintain a valid contract, with a schedule, for the removal of sewage from a storage tank or pumpout vessel by a licensed septage hauler and for the transport and ultimate disposal of such sewage at a municipal sewage receiving/treatment facility. A storage tank installed for the purpose of receiving and storing MSDF/Pumpout vessel waste shall not be used to receive or store waste from any other source unless specifically approved for such use by the local or state Health

Department. In the event of a written agreement, a copy of such agreement must be filed with CVA prior to receiving reimbursement payments for any operations and maintenance costs.

12.12 Use Records. Subrecipient shall monitor and maintain written records of the use of the MSDF/Pumpout vessel by installing a use counter mechanism, flow meter, or hour meter. These records are required for the period of October 1st through September 30th for the previous twelve (12) months. These records are required for the full duration of the useful life of the equipment, whether any request for reimbursement occurred or not. Following expiration of this agreement or any amendment thereto, the Subrecipient shall continue to submit the use records for the useful life of the MSDF/Pumpout Vessel. Such records shall include but are not limited to:

- Annual Gallonage Report
- Maintenance Log
- Pumpout Vessel Service Log (Required for Pumpout Vessels only)
- Sewage Disposal Log (Required for Pumpout Vessels only)

These records shall be submitted to CVA once per year between October 1 but no later than December 31, to:

Washington State Parks Boating Program
ATTN: Clean Vessel Act Program
1111 Israel Road SW
Tumwater, WA 98501-6512
Or by email to boatpumpouts@parks.wa.gov.

Failure to submit complete and accurate records to CVA in a timely fashion may result in the withholding of grant funds.

SECTION 13: OWNERSHIP OF WORK PRODUCT

13.1 As used in this Section 13 – Ownership of Work Product and elsewhere in this Agreement, the following terms have the meanings set forth below:

13.1.1 Project Ownership. CVA acknowledges and agrees that the Project is the exclusive property of the Subrecipient. CVA is neither responsible nor liable in any manner for the construction, operation or maintenance of the Project.

13.1.2 Special Survivorship Note: Ownership is not absolute. Regardless of agreement's expiration, anything tangible, intangible, or intellectual property that was purchased or created from federal funds or funded with federal funds maintains federal and state-CVA entanglements, requirements, or conditions (conditional ownership) unless/until released by the CVA or federal government in writing. While other conditions may apply, typically a release would occur upon the CVA or federal government being completely satisfied that the item in question has reached the end of its useful life which is usually a dollar value. Determination of value is solely at the discretion of the CVA or federal government. Should professional appraisal services be needed to determine value, these costs shall be borne by the Subrecipient. Selection of an appraisal services firm is subject to the

written approval of the CVA or federal government.

SECTION 14: NO DUPLICATE PAYMENT

The Subrecipient shall not be compensated for, or receive any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Washington, including, but not limited to the Washington State Parks Recreation Commission, or the United States of America or any other party.

SECTION 15: CONTRIBUTION ON THIRD PARTY CLAIMS

- 15.1** If any third party makes any claim or brings any action, suit or proceeding alleging against a Party (the “Notified Party”) with respect to which the other Party (the “Other Party”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third-Party Claim, and to defend a Third-Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this *Section 15 – Contribution on Third Party Claims* and a meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party’s contribution obligation under this *Section 13 – Ownership of Work Product* with respect to the Third Party Claim.
- 15.2** With respect to a Third Party Claim for which CVA is jointly liable with Subrecipient (or would be if joined in the Third Party Claim), CVA shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Subrecipient in such proportion as is appropriate to reflect the relative fault of CVA on the one hand and of Subrecipient on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of CVA on the one hand and of Subrecipient on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. CVA’s contribution amount in any instance is capped to the same extent it would have been capped under Washington law if the State had sole liability in the proceeding.
- 15.3** With respect to a Third Party Claim for which Subrecipient is jointly liable with CVA (or would be if joined in the Third Party Claim), Subrecipient shall contribute to the amount of expenses (including attorneys’ fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by CVA in such proportion as is appropriate to reflect the relative fault of Subrecipient on the one hand and of CVA on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Subrecipient on the one hand and of CVA on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such

expenses, judgments, fines or settlement amounts. Subrecipient's contribution amount in any instance is capped to the same extent it would have been capped under Washington law if it had sole liability in the proceeding.

SECTION 16: SUBRECIPIENT DEFAULT

Subrecipient will be in default under this Agreement upon the occurrence of any of the following events:

- 16.1** Subrecipient fails to perform, observe or discharge any of its covenants, agreements or obligations under this Agreement;
- 16.2** Any representation, warranty or statement made by Subrecipient in this Agreement or in any documents or reports relied upon by CVA to measure the delivery of services, the expenditure of funds or the performance by Subrecipient is untrue in any material respect when made;
- 16.3** Subrecipient (a) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) is adjudicated a bankrupt or insolvent, (e) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (f) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (g) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (h) takes any action for the purpose of effecting any of the foregoing; or
- 16.4** A proceeding or case is commenced, without the application or consent of Subrecipient, in any court of competent jurisdiction, seeking (a) the liquidation, dissolution or winding-up, or the composition or readjustment of debts of Subrecipient, (b) the appointment of a trustee, receiver, custodian, liquidator, or the like of Subrecipient or of all or any substantial part of its assets, or (c) similar relief in respect to Subrecipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Subrecipient is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

SECTION 17: INDEMNIFICATION

Contractor shall hold harmless, save harmless, and indemnify the State of Washington, State Parks, its officers, employees, successors and assigns against any and all damages and/or losses arising out of Contractor's use of, or presence or activity in, the facilities, including those arising out of the use or operation of equipment or facilities or as a result of the conduct of Contractor's programs, or from the conduct of Contractor's employees or agents, or damages or vandalism to facilities by third-parties, contracted or participating in Contractor's programs, events or activities.

SECTION 18: LIABILITY INSURANCE

18.1 Liability Insurance. contractor shall obtain and keep in force during the term of this Agreement, a combined single limit bodily injury and property damage insurance policy in the minimum amount of \$1,000,000 naming Commission as an additional insured against any liability arising out of Contractor's or its agents, employees, or assigns. Contractor shall provide to Commission, a certificate evidencing such insurance coverage and shall provide 30 days written notice prior to any changes in the amount of cancellation of said policy.

- Contractor shall buy and maintain property insurance covering all real property and fixtures, equipment, and tenant improvements and betterments. Such insurance shall be written on an all risks basis and, at a minimum, cover the perils insured under ISO special causes of loss Form CP 10 30, and cover the full replacement cost of the property insured. Such insurance may have commercially reasonable deductibles.
- Any coinsurance requirement in the policy shall be waived.
- State shall be included as an insured and a loss payee under the property insurance policy.

18.2 Automobile Insurance. Subrecipient shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of "Any Auto." Business auto coverage shall be written on ISO form CA 00 01, or substitute liability form providing equivalent coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage and cover a "covered pollution cost or expense" as provided in the 1990 or later editions of CA 00 01. Contractor waives all rights against State for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

18.3 Industrial Insurance Coverage. Subrecipient shall provide or purchase industrial insurance coverage for themselves their employees as required by Labor and Industries prior to performing work under this Agreement. Commission will not be responsible for payment of industrial premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under the industrial insurance laws during the performance of duties and services under this agreement. Contractor, its employees and agents performing under this contract, are not employees of Commission.

18.4 Certificate Of Insurance / Naming Washington State As Additional Insured. A current Certificate of Insurance must be submitted. The certificate must name Washington State Parks and Recreation Commission as an additional insured, and the Certificate Holder and contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice. Facilities must be insured by carriers licensed in or eligible to do business in Washington, and must maintain applicable Commercial General Liability, Automobile Liability, and Worker's Compensation coverage. Government entities will need to include a letter from their Chief Financial Officer stating if they are self-insured or provide a certificate of insurance as stated below."

SECTION 19: REMEDIES

19.1 In the event Subrecipient is in default under *Section 16 – Subrecipient Default* CVA may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (a) termination of this Agreement under *Section 22 - Termination*, (b) reducing or withholding payment for work or Work Product that Subrecipient has failed to deliver within any scheduled completion dates or has performed inadequately or defectively, (c) requiring Subrecipient to perform, at Subrecipient's expense, additional work necessary to satisfy its performance obligations or meet performance standards under this Agreement, (d) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief, or (e) exercise of its right of recovery of overpayments under *Section 20 – Recovery of Overpayments* (which is in addition to the remedies provided in *Section 9.8 - Overpayment*), of this Agreement or setoff, or both. These remedies are cumulative to the extent the remedies are not inconsistent, and CVA may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

19.2 In the event CVA terminates this Agreement under *Section 22.1 – Termination for Convenience*, *Section 22.2 Termination for Inefficiency*, *Section 22.3 – Termination Because of Non-Appropriation or Project Ineligibility*, or *Section 22.4 – Termination for Default*, Subrecipient's sole monetary remedy will be (a) for work compensable at a stated rate, a claim for unpaid invoices for work completed and accepted by CVA, for work completed and accepted by CVA within any limits set forth in this Agreement but not yet invoiced, for authorized expenses incurred, less any claims CVA has against Subrecipient, and (b) for deliverable-based work, a claim for the sum designated for completing the deliverable multiplied by the percentage of work completed on the deliverable and accepted by CVA, for authorized expenses incurred, less previous amounts paid for the deliverable and any claims that CVA has against Subrecipient. In no event will CVA be liable to Subrecipient for any expenses related to termination of this Agreement or for anticipated profits. If previous amounts paid to Subrecipient exceed the amount due to Subrecipient under this *Section 19.2*, Subrecipient shall promptly pay any excess to CVA.

SECTION 20: RECOVERY OF OVERPAYMENTS

In addition to the remedies provided in *Section 9.8 - Overpayment*, if payments to Subrecipient under this Agreement, or any other agreement between CVA and Subrecipient, exceed the amount to which Subrecipient is entitled, CVA may, after notifying Subrecipient in writing, withhold from payments due Subrecipient under this Agreement, such amounts, over such periods of times, as are necessary to recover the amount of the overpayment.

SECTION 21: LIABILITY

THE SUBRECIPIENT SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER THE LIABILITY CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE. NEITHER PARTY WILL BE LIABLE FOR ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION, EXPIRATION, OR SUSPENSION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

SECTION 22: TERMINATION

- 22.1 Termination for Convenience.** The Subrecipient may terminate this Agreement at any time upon thirty (30) days prior written notice to CVA; provided, however, that the Subrecipient shall, within thirty (30) days of such termination, reimburse CVA for all funds contributed by CVA to the Project; provided further that until the Subrecipient has fully reimbursed CVA for such funds, the Subrecipient shall comply with the terms hereof. Delinquent payments shall bear interest at the rate of 12 percent (12%) per annum, if such rate shall exceed the maximum rate allowed by law, then as such maximum rate, and shall be payable on demand. After ninety (90) days CVA may turn any delinquent debt over for collection.
- 22.2 Termination Because of Inefficiency.** Use of federal funds demands good stewardship. CVA on an ongoing basis be monitoring the cost per gallon collected, the number of gallons collected, the number of operating hours, and the areas of coverage. If in CVA's opinion, these metrics demonstrate poor stewardship the Agreement will be terminated. If feasible, CVA may work with the Subrecipient and give the Subrecipient an opportunity to improve the metrics to what CVA believes is a healthy metric.
- 22.3 Termination Because of Non-Appropriation or Project Ineligibility.** CVA, as provided in *Section 33 - Force Majeure*, may modify or terminate this Agreement and at any time upon 30 days prior written notice to the Subrecipient, may modify or terminate this Agreement if:
- a. CVA fails to receive funding or allotments, appropriations, limitations, or other expenditure authority at levels sufficient to pay for the allowable costs of the Project to be funded hereunder or should any state law, regulation or guideline be modified, changed or interpreted in such a way that the Project, or any portion of the Project, is no longer eligible for facility grant funds.
 - b. In the event insufficient funds are appropriated for the payments under this Agreement and the Subrecipient has no other lawfully available funds, then the Subrecipient may terminate this Agreement at the end of its current fiscal year, with no further liability to CVA. The Subrecipient shall deliver written notice to CVA of such termination no later than 30 days from the determination by the Subrecipient of the event of non-appropriation. CVA shall pay for all authorized Project costs expended up to the date of written notice of termination.
- 22.4 Termination for Default.** CVA, at any time upon 30 days prior written notice of default to the Subrecipient, may modify or terminate this Agreement if:
- a. The design, permitting, or construction of the Project is not pursued with due diligence; or
 - b. The Subrecipient's fee simple title to or other interest in the construction sites or Project is not sufficient, legal and valid; or
 - c. The construction of the Project is not permissible under federal, state, or local law; or
 - d. The Subrecipient, does not abide by the nondiscrimination and affirmative

action provisions of this Agreement; or

- e. The Subrecipient, without the prior written approval of CVA, uses the funds provided by CVA hereunder to build any project other than the Project described in the final architectural and engineering drawings approved by CVA; or
- f. The construction is not completed in a good and workmanlike manner or fails to comply with any required permits; or
- g. During the term of this Agreement, the Subrecipient fails to perform any obligation or requirement of this Agreement , including, but not limited to, exceeding the length of stay at a short term tie-up dock, allowing non-recreational boating use such as crabbing, fishing, swimming, diving or other activities to impact a recreational boaters ability to use the Project, or conveys the Project or the Project property or any part thereof or converts the use of the Project or the Project property to a use that precludes free and unencumbered recreational public boating access.
- h. The Subrecipient defaults under any other agreement between the Parties.

22.5 Rights and Remedies.

- a. The Subrecipient shall, within 30 days of its receipt of a notice of default, reimburse CVA for all funds contributed by CVA to the Project. Further, CVA shall have any and all rights and remedies available at law or in equity.
- b. In the event that Subrecipient has materially failed to comply with this Agreement and such non-compliance has resulted in the Federal Funding Agency terminating CVA's grant or cause or requires CVA to return funds to the Federal Funding Agency, Subrecipient will return to CVA an amount equal to the funds which CVA is not reimbursed for or is required to return to Federal Funding Agency.

SECTION 23: NONAPPROPRIATION

CVA's obligation to pay any amounts and otherwise perform its duties under this Agreement is conditioned upon CVA receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow CVA, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement.

SECTION 24: AMENDMENTS

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. This agreement may be amended only by mutual agreement of the parties in writing. Formal written amendment of the contract is required for changing the terms and conditions specifically stated in the original agreement and any prior amendments, including but not limited to:

- Budget revisions
- Scope of work
- Change in due dates
- Extensions of the period of performance

-
- Any other revisions determined material by CVA

SECTION 25: NOTICE

Except as otherwise expressly provided in this Agreement, any notices to be given relating to this Agreement must be given in writing by email, personal delivery, or postage prepaid mail, to a Party's Authorized Representative at the physical address or to such other addresses as either Party may indicate pursuant to this *Section 24 - Amendments*. Any notice so addressed and mailed becomes effective five (5) days after mailing. Any notice given by personal delivery becomes effective when actually delivered.

SECTION 26: SURVIVAL

All rights and obligations of the Parties under this Agreement will cease upon termination of this Agreement, other than the rights and obligations arising under *Section 11 – Governing Law and Consent to Jurisdiction*, *Section 13 – Ownership of Work Product*, *Section 20 – Recovery of Overpayments*, *Section 20 – Limitation of Liability*, and *Section 26 - Survival* hereof and those rights and obligations that by their express terms survive termination of this Agreement; provided, however, that termination of this Agreement will not prejudice any rights or obligations accrued to the Parties under this Agreement prior to termination.

SECTION 27: SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the Parties will be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

SECTION 28: COUNTERPARTS

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

SECTION 29: COMPLIANCE WITH LAW

- 29.1 Compliance with Law Generally.** Subrecipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to Subrecipient and the Agreement.
- 29.2 Penalty of Perjury.** By its execution of this Agreement, Subrecipient certifies under penalty of perjury under the laws of the state of Washington the truthfulness, completeness, and accuracy of any statement or claim it has made, it makes, it may make, or causes to be made that pertains to this Agreement.
- 29.3 Tax Compliance.** Subrecipient shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this *Section 29.3 – Tax Compliance*, "tax

laws” includes: (i) All tax laws of this state; (ii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, to Subrecipient’s property, operations, receipts, or income, or to Subrecipient’s performance of or compensation for any work performed by Subrecipient; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Subrecipient, or to goods, services, or property, whether tangible or intangible, provided by Subrecipient; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

Any failure to comply with the provisions of this *Section 29 – Compliance With Law* constitutes a material breach of this Agreement. Any failure to comply shall entitle CVA to terminate this Agreement, to pursue and recover any and all damages that arise from the breach and the termination of this Agreement, and to pursue any or all of the remedies available under this Agreement, at law, or in equity, including but not limited to:

- 29.3.1** Termination of this Agreement, in whole or in part, this is in addition to any remedies available under *Section 22 - Termination*.
- 29.3.2** Offsetting against any amount owed to Subrecipient, and withholding of amounts otherwise due and owing to Subrecipient, in an amount equal to State’s setoff right, without penalty; and
- 29.3.3** Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. CVA may recover any and all damages suffered as the result of Subrecipient’s breach of this Agreement, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services and applications.

The state of Washington may take any and all actions permitted by law relative to the collection of taxes due to the state of Washington or a political subdivision, including (i) garnishing the Subrecipient’s compensation under this Agreement or (ii) exercising a right of setoff against Subrecipient’s compensation under this Agreement for any amounts that may be due and unpaid to the state of Washington.

These remedies are cumulative to the extent the remedies are not inconsistent, and CVA may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

SECTION 30: INDEPENDENT CONTRACTORS

The Parties agree and acknowledge that their relationship is that of independent contracting parties and that Subrecipient is not an officer, employee, or agent of the state of Washington.

SECTION 31: PERSONS NOT TO BENEFIT

No member of or delegate to Congress, resident commissioner, officer, agent or employee of the United States of America, member of the Washington Legislative Assembly, elected official of the state of Washington, or official, agent, or employee of the state of Washington, or elected member, officer, agent, or employee of any political subdivision, municipality or municipal corporation of the state of Washington shall be admitted to any share or part of this Agreement

or derive any financial benefit that may arise therefrom.

SECTION 32: INTENDED BENEFICIARIES

CVA and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement provides, is intended to provide, or may be construed to provide any direct or indirect benefit or right to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of this Agreement.

SECTION 33: FORCE MAJEURE

Neither Party is responsible for any failure to perform or any delay in performance of any obligations under this Agreement caused by fire, civil unrest, labor unrest, natural causes, or war, which is beyond that Party's reasonable control. Each Party shall, however, make all reasonable efforts to remove or eliminate such cause of failure to perform or delay in performance and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement. CVA may terminate this Agreement upon written notice to Subrecipient after reasonably determining that the failure or delay will likely prevent successful performance of this Agreement.

SECTION 34: ASSIGNMENT AND SUCCESSORS IN INTEREST

Subrecipient may not assign or transfer its interest in this Agreement without the prior written consent of CVA and any attempt by Subrecipient to assign or transfer its interest in this Agreement without such consent will be void and of no force or effect. CVA's consent to Subrecipient's assignment or transfer of its interest in this Agreement will not relieve Subrecipient of any of its duties or obligations under this Agreement. The provisions of this Agreement will be binding upon and inure to the benefit of the Parties hereto, and their respective successors and permitted assigns. Any sub grant entered into under this Agreement shall contain terms and conditions substantially similar to this Agreement, including Federal provisions contained in Exhibit A.

If the contract is not to a unit of Washington State government, the contract shall require the Subrecipient to indemnify, defend, save and hold harmless the state of Washington and its officers, employees, and agents ("indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses arising from a tort, caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("claims"). It is the specific intentions of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Claims.

SECTION 35: SUBCONTRACTS & SUB-AWARDS

Subrecipient shall not, without CVA's prior written consent, enter into any subcontracts or follow-on sub-recipient sub-awards (work carried out by parties other than the Subrecipient) for any of the work required of Subrecipient under this Agreement. Subrecipient's consent to any contract, subcontract, sub-award will not relieve Subrecipient of any of its duties or obligations

under this Agreement.

SECTION 36: TIME IS OF THE ESSENCE

Time is of the essence in Subrecipient's performance of its obligations under this Agreement.

SECTION 37: MERGER AND WAIVER

This Agreement and all Exhibits and Attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given.

Failure by CVA to insist upon the strict performance of any provision of this agreement shall not affect CVA' right to require strict performance of the same provision in the future or any other provision. Failure by CVA to exercise any right based upon a breach, or acceptance by CVA of performance during such breach, shall not constitute a waiver of any of its rights or remedies with respect to such breach.

EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

SECTION 38: RECORDS MAINTENANCE AND ACCESS

Subrecipient shall maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Subrecipient shall maintain any other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement in such a manner as to clearly document Subrecipient's performance. All financial records, other records, books, documents, papers, plans, records of shipments and payments and writings of Subrecipient, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Subrecipient acknowledges and agrees that Washington State Parks and Recreation Commission and the federal government and their duly authorized representatives will have access to all Records to perform examinations and audits and make excerpts and transcripts. Subrecipient shall retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

SECTION 39: HEADINGS

The headings and captions to Sections or subsections of this Agreement have been inserted for identification and reference purposes only and may not be used to construe the meaning or to interpret this Agreement.

SECTION 40: INCORPORATION BY REFERENCES AND ORDER OF PRECEDENCE

The table below reflects the documents that are incorporated by reference (whether attached or not) and the order of precedence should there be a conflict between the parts of document or other documents incorporated by reference. The lower the number, the higher the precedence. Where two or more documents address a point or concept but are not in conflict, they should be read as supplemental, additive, and/or cumulative.

Precedence	Document
1 (highest)	United State of America Laws or Rules AND Washington State Laws and Rules
2	Amendments to any of the documents listed below shall control over the earlier version of that same document or earlier amendment to that same document.
3	Exhibit A - Federal Compliance Terms
4	EXHIBIT B - Information Required By 2 CFR §200.331(A) (1)
5	EXHIBIT C – 2 CFR 200, Appendix II - TERMS
6	ATTACHMENT A - Subrecipient's CVA Grant Application

SECTION 41: SIGNATURES

This Agreement, which includes incorporated documents, is executed by the persons signing below who warrant under penalty of perjury under the laws of the State of Washington that they have read and understood the document and find it to be legal, valid, and a binding obligation, enforceable according to its terms, and have the authority to execute the contract.

City of Des Moines 21630 11 th Ave S Ste A Des Moines, WA 98198-4627	Washington State Parks and Recreation Commission 1111 Israel Road SW PO Box 42650 Olympia, WA 98504-2650
Sign:	Sign:
Title:	Title: Contracts & Grants Program Manager
Email: swilkins@desmoineswa.gov	Email: contracts@parks.wa.gov
Date:	Date:
Place:	Place: Tumwater, WA

EXHIBIT A - FEDERAL COMPLIANCE TERMS

I. Grant Subrecipient Compliance Requirements:

A. Subrecipient is responsible to ensure compliance with the federal implementing regulations for (Clean Vessel Act 50 CFR Part 85 or Boating Infrastructure Grant Program 50 CFR Part 86).

B. Subrecipient to comply with Assurances – Construction Programs (Standard Form 424D)

C. Pursuant to 2 CFR Part 170, CVA will enter grant information into the Federal Funding Accountability and Transparency Act (FFATA).

II. Federal Terms and Conditions:

Subrecipient is responsible to comply with the following Federal Terms and Conditions, as applicable:

A. Uniform Administrative Requirements, 2 CFR Part 200, Subparts A through D or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B.

B. including but not limited to the following:

1. Property Standards. 2 CFR 200.313, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, which generally describes the required maintenance, documentation, and allowed disposition of equipment purchased with federal funds.

2. Contract Provisions. The contract provisions listed in 2 CFR Part 200, Appendix II, or the equivalent applicable provision adopted by the awarding federal agency in 2 CFR Subtitle B, that are hereby incorporated into this Exhibit. These are, to the extent applicable, obligations of Subrecipient, and Subrecipient shall also include these contract provisions in its contracts with non-Federal entities.

3. Audits. Subrecipient shall comply, and require all subcontractors to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law. If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year beginning on or after December 26, 2014, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of 2 CFR Subtitle B with guidance at 2 CFR Part 200. Copies of all audits must be submitted to CVA within 30 days of completion.

B. Cost Principles 2 CFR Part 200, Subpart E

C. Central Service Cost Allocation Plans Appendix V to Part 200

D. Indirect Cost Proposals Appendix VII to Part 200

E. Audit Requirements 2 CFR Part 200, Subpart F

F. Federal Non-discrimination Statutes. Subrecipient is responsible to comply with all federal statutes relating to non-discrimination, including but not limited to: Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; Title IX of the Education Amendments of 1972 (20 USC §§ 1681-1683; 1685-1686) which prohibits discrimination on the basis of gender; Section 504 of the Rehabilitation Act of 1973 (29 USC § 794) which prohibits discrimination on the basis of handicaps; Age Discrimination Act of 1975 (42 USC §§ 6101-6107) which prohibits discrimination on the basis of age; Drug Abuse Office and Treatment Act of 1972 (PL 92-255) which prohibits discrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616) regarding non-discrimination on basis of alcohol abuse or alcoholism; Sections 523 and 527 of the Public Health Services Act of 1912 as amended (42 USC §§ 290 dd-3 and 290 ee-3) regarding confidentiality of alcohol and drug abuse patient records; Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.) regarding nondiscrimination in the sale, rental or financing of housing; any other nondiscrimination provisions of the specific statutes under which this agreement is being made; and the requirements of any other nondiscrimination statute(s) which apply to the federal financial assistance award received by CVA.

G. Eligible Workers. Subrecipient shall ensure that all employees complete the I-9 Form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

H. To the extent applicable to this award, Subrecipient is responsible to comply with

1. National Environmental Policy Act; E.O. 11514 (which requires the Subrecipient to comply with environmental standards which may be prescribed pursuant to institution of environmental quality control measures under the National Environmental Policy Act of 1969 (42 USC Chapter 55, [Pub. L. 91-190]) and Executive Order 11514.
2. E.O. 11990: Protection of Wetlands (which requires the Subrecipient to comply with environmental standards for the protection of wetlands)
3. E.O. 11988: Floodplain Management; E.O. 11988 (which requires the Subrecipient to comply with environmental standards for the evaluation of flood hazards in floodplains)
4. Coastal Zone Management Act (which requires Subrecipient to ensure that the work performed will not violate State management programs developed under the Coastal Zone Management Act of 1972) (16 USC Chapter 33, Sections 1451 et seq.).'
5. Wild and Scenic Rivers Act (which requires the Subrecipient to protect components or potential components of the national wild and scenic rivers

system). (16 USC Chapter 28, Sections 1271 et seq.)

6. Historic Preservation Act, E.O. 11593 (which requires Subrecipient to assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC 470), E.O. 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 USC Sec. 469a-1 et seq.).

7. Endangered Species Act (which requires the Subrecipient to comply with environmental standards for the protection of endangered species) 16 USC Chapter 35, Sections 1531ff [Pub. L. 93-205]).

8. Marine Mammal Protection Act (which Requires permits and reports for research projects that will involve the taking or importation of protected marine mammals or marine mammal products) (16 U.S.C. Chapter 31, Subchapter I, Sections 1361ff).

I. Other Requirements (USFWS specific)

1. Universal Identifier and Central Contractor Registration 2 CFR Part 25

2. Reporting Sub-awards and Executive Compensation 2 CFR Part 170

3. Award Term for Trafficking in Persons (applicable to private entity subrecipients) 2 CFR Part 175

4. Government-wide Debarment and Suspension (Non-procurement) 2 CFR Part 1400

5. Requirements for Drug-Free Workplace (Financial Assistance) 2 CFR Part 1401

6. 43 CFR 18 New Restrictions on Lobbying: Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying.

7. 41 U.S.C. 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

a. This award, related sub-awards, and related contracts over the simplified acquisition threshold and all employees working on this award, related sub-awards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712b. Subrecipient, Subrecipient's contractor, or Subrecipient's sub-recipient(s) (however many levels), and their contractors award contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

c. The Subrecipient shall insert this clause, including this paragraph (c), in all sub awards and in contracts over the simplified acquisition threshold

related to this award.

8. Prohibition on Members of Congress Making Contracts with Federal Government: No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit 41 USC § 6306.

9. Federal Leadership on Reducing Text Messaging while Driving: Subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in Section 3(a) of the Order Executive Order 13513.

EXHIBIT B
INFORMATION REQUIRED BY 2 CFR §200.331(A) (1)

Federal Award Identification:

Subrecipient name (which must match registered name in UEI: **City of Des Moines**)

- (i) Subrecipient's UEI number: **NY7AZ9H2VK25**
- (ii) Federal Award Identification Number (FAIN): **Varies**
- (iii) Federal Award Date: **Varies**
- (v) Sub-award Period of Performance Start and End Date: **4/01/24 to 4/01/29**
- (vi) Total Amount of Federal Funds Obligated by this Agreement: **\$36,225.00**
- (vii) Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement^{**}: **\$36,225.00**
- (viii) Total Amount of Federal Award committed to the Subrecipient by the pass-through entity: **\$36,225.00**
- (ix) Federal award project description: **Five (5) years of annual operation and maintenance (O&M) reimbursemnt of pumpout facilities on-site at 75% cost share..**
- (x) Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: U.S. Fish & Wildlife Service
 - (b) Name of pass-through entity: Washington State Parks and Recreation Commission
 - (c) Contact information for awarding official of the pass-through entity: boatpumpouts@parks.wa.gov
- (x) CFDA Number and Name: **Clean Vessel Act 15.616**
- (xi) Is Award R&D? **No**
- (xii) Indirect cost rate for the Federal award: **NA%**

**For the purposes of this Attachment, the term "pass-through entity" refers to CVA.*

***The Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity is the Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity during the current Federal fiscal year.*

EXHIBIT C

2 CFR 200, Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards (current as of 20200717)

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she

is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds

to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See § 200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Des Moines Commute Trip Reduction
(CTR) Plan

FOR AGENDA OF: June 26, 2025



DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

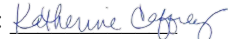
1. Draft Ordinance No. 25-070
2. 2025-2029 Commute Trip Reduction Plan

DATE SUBMITTED: June 16, 2025

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 25-070 (Attachment 1) for approval of the 2025-2029 Commute Trip Reduction (CTR) Plan, as required by RCW 70A.15.4000, and propose amendments to Chapter 12.70 of the Des Moines Municipal Code.

Suggested Motion

Motion 1: “I move to enact Draft Ordinance No. 25-070 approving the 2025-2029 Commute Trip Reduction Plan and amending Chapter 12.70 of the Des Moines Municipal Code.”

Background

In 1991, the Washington State Legislature passed the Commute Trip Reduction (CTR) Law (RCW 70A.15.4010 – 70A.15.4100) requiring employers to work with employees to reduce the number and length of drive-alone commute trips made to the worksite. The CTR Law was adopted as part of the Washington Clean Air Act. The purpose of the law is to reduce air pollution, traffic congestion, and energy consumption.

In the State of Washington, carbon dioxide (CO₂) emissions are the largest source of greenhouse gas emissions. The transportation sector—including on-road vehicles, ships, trains, and planes—contributes fully one-half of the greenhouse gases emitted in the Puget Sound region. In 1988, King County alone generated 370,000 tons of carbon. From 1999 to 2003, greenhouse gas emissions in King County increased from 21.4 million metric tons of CO₂ equivalents (MTCO_{2e}) to about 23 million MTCO_{2e} (Metropolitan King County Countywide Planning Policies Benchmark Program, September 2007).

The CTR Law requires major employers to develop and implement a commute trip reduction program. The program must be designed to meet the commute trip reduction goals set for the employer's commute trip reduction zone. The employer must submit an annual employer program report to the local jurisdiction for review and approval. Every two years, the employer must conduct an employee commute survey or supply equivalent data showing their progress toward the commute trip reduction goals. If the employer does not meet the reduction goals, the jurisdiction can require the employer to modify its program.

A major employer is a public or private employer, including state agencies, that employs 100 or more full-time employees at a single worksite who are scheduled to begin their regular workday between 6 a.m. and 9 a.m. on weekdays for at least twelve continuous months during the year.

The 1991 CTR Law established the following commute trips reduction goals:

- 15% by 1995 (or within two years of becoming affected by law)
- 25% by 1997 (or within four years of becoming affected by law)
- 35% by 1999 (or within six years of becoming affected by law)

In 1996, the CTR Law was reviewed by CTR-Law affected employers throughout the state. Based on their input and feedback, several revisions were made to the Law, one of which was the revision of CTR goals. On July 28, 1997, the goals of the CTR Law were revised to the following:

- 15% by 1995 (or within two years of becoming affected by law)
- 20% by 1997 (or within four years of becoming affected by law)
- 25% by 1999 (or within six years of becoming affected by law)
- 35% by 2005 (or within twelve years of becoming affected by law)

In 2006, the legislature changed the CTR law by passing the CTR Efficiency Act (RCW 70A.15) which requires local governments in those counties experiencing the greatest automobile-related air pollution and traffic congestion to develop and implement plans to reduce single-occupant vehicle trips. The purpose of the new rules is to tie the CTR goals with the land use planning process. The new rules require local jurisdictions to draft a new CTR plan and ordinance. Furthermore, it requires a revision to the Comprehensive Plan to include the local CTR plan.

The state legislature provided funding for WSDOT to provide to Regional Transportation Planning Organizations (RTPOs) and local jurisdictions to develop the local and regional CTR plans. In past years, Des Moines contracted with King County for support in implementing the CTR law. However, the new rule requires that Local jurisdictions appoint an Employee Transportation Coordinator to implement the CTR program.

Discussion

The City of Des Moines has prepared a CTR Plan (Attachment 2) to meet the requirements of CTR Efficiency Act (RCW 70A.15.4000). The City’s Plan is based on a “model” CTR plan developed by WSDOT and used by the majority of jurisdictions in King County.

The Commute Trip Reduction is a collection of adopted goals and policies, facility and service improvements, and marketing strategies about how Des Moines will help make progress for reducing drive-alone trips and vehicle miles travel over the next four years. Currently, Des Moines has four CTR affected work sites – City Hall, Highline Community College, Federal Aviation Administration (FAA), and Wesley Homes. Building upon the existing commute trip reduction program. The City will strive to meet the goals of the plan by working in partnership and coordination with surrounding cities in the South King County Region.

This plan helps to support the achievement of the vision and goals of the Des Moines Comprehensive Plan as well as the Comprehensive Transportation Plan.

In December 2024, Des Moines’s CTR Plan was submitted to the Puget Sound Regional Council (PSRC) and the Transportation Demand Management (TDM) Technical Committee for review and approval. PSRC recommended approval of the Des Moines CTR 4-year Plan. Jurisdictions are expected to develop an ordinance to support their new CTR plan by the end of June 2025.

Alternatives

The City Council has the following alternatives:

- (1) Enact the draft ordinance as written. (Recommended)
- (2) Enact the draft ordinance with amendments by the City Council.
- (3) Not enact the draft ordinance.

Financial Impact

The City received a Commute Trip Reduction grant from WSDOT in the amount of \$31,300. Funds are intended to enhance Des Moines’ CTR program and provide program assistance to CTR work sites.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

Not applicable.

CITY ATTORNEY'S FIRST DRAFT 06/17/2025

DRAFT ORDINANCE NO. 25-070

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to transportation, adopting an updated City of Des Moines Commute Trip Reduction Plan, updating references to recodified RCW sections, and amending DMMC 12.70.020, 12.70.030, 12.70.040, 12.70.050, 12.70.090, and 12.70.120.

WHEREAS, in 1991 the Legislature passed the State's Commute Trip Reduction law as part of the Washington Clean Air Act, codified at RCW 70.94.521-551, and

WHEREAS, in this legislation, the Legislature intended to improve air quality, reduce traffic congestion, and reduce the consumption of petroleum fuels through employer-based programs that encourage the use of alternatives to the single-occupant vehicle for commute trips, and

WHEREAS, in 1993 the Des Moines City Council enacted Ordinance no. 1006, adopting a Commute Trip Reduction Plan, codified at DMMC chapter 16.16, in order to promote the goals adopted by the State, and

WHEREAS, during the 2013 reorganization of Title 16 DMMC, the City repealed chapter 16.16 DMMC, Commute Trip Reduction Plan, in order to incorporate it into Title 12 DMMC, Streets, Sidewalks, and Public Places, and

WHEREAS, the City Council enacted Ordinance no. 1584 reenacting the provisions as a new DMMC chapter 12.70, and

WHEREAS, the City of Des Moines has developed a new Commute Trip Reduction Plan to more effectively implement the City's clean air and trip reduction goals, and

WHEREAS, the provisions of the Commute Trip Reduction law formerly contained in RCW chapter 70.94 have been recodified into a new RCW chapter 70A.15, and

WHEREAS, the City Council finds that adoption of a new Commute Trip Reduction Plan for the City of Des Moines and updating RCW references to reflect recodification of the relevant provisions of state law are necessary and appropriate to protect public health, welfare, and the environment; now therefore,

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

Sec. 1. DMMC 12.70.020 and section 2 of Ordinance No. 1584 are each amended to read as follows:

Purpose. The purpose of this chapter is to implement the provisions of chapter ~~70.9470A.15~~ RCW, "Commute Trip Reduction" and its program elements.

Sec. 2. DMMC 12.70.030 and section 3 of Ordinance No. 1584 are each amended to read as follows:

Authority. This chapter is adopted pursuant to chapter ~~70.9470A.15~~ RCW.

Sec. 3. DMMC 12.70.040 and section 4 of Ordinance No. 1584 are each amended to read as follows:

Adoption by reference. The City Council hereby adopts by reference the Commute Trip Reduction Plan 2025-2029 as set forth in Attachment "A" attached ~~hereto to this ordinance~~, consisting of ~~312~~ pages, and enacts chapter 12.70 DMMC.

Sec. 4. DMMC 12.70.050 and section 5 of Ordinance No. 1584 are each amended to read as follows:

Definitions - Use of words and phrases.

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

...

"Good faith effort" means that an employer has met the minimum requirements identified in RCW ~~70.94.53170A.15.4040~~ and this chapter, and is working collaboratively with the City to continue its existing CTR program or is developing and implementing program modifications likely to result in improvements to its CTR program over an agreed-upon length of time.

Ordinance No. ____
Page 3 of 7

"Implementation" means active pursuit by an employer of the CTR goals of RCW ~~70.94.521~~70A.15.4000 through ~~70.94.555~~70A.15.4110 and this chapter as evidenced by appointment of an employee transportation coordinator (ETC), distribution of information to employees regarding alternatives to drive-alone commuting, and commencement of other measures according to its approved CTR program and schedule.

...

"Writing," "written," or "in writing" means original signed and dated documents. Facsimile (fax) transmissions are a temporary notice of action that must be followed by the original signed and dated document via mail or delivery.

Sec. 5. DMMC 12.70.090 and section 10 of Ordinance No. 1584 are each amended to read as follows:

Requirements for employers - RCW ~~70.94.531~~70A.15.4040.

An affected employer is required to make a good faith effort, as defined in RCW ~~70.94.534~~70A.15.4050(2) and this chapter, to develop and implement a CTR program that will encourage its employees to reduce VMT per employee and drive-alone commute trips. The CTR program must include the mandatory elements as described below.

...

(4) Biennial Measure of Employee Commute Behavior. In addition to the mandatory baseline measurement, employers shall conduct a program evaluation as a means of determining worksite progress toward meeting CTR goals. As part of the program evaluation, the employer shall distribute and collect Commute Trip Reduction Program Employee Questionnaires (surveys) at least once every two years, and strive to achieve at least a 70 percent response rate from employees at the worksite.

Sec. 6. DMMC 12.70.120 and section 13 of Ordinance No. 1584 are each amended to read as follows:

Enforcement.

(1) Compliance. For purposes of this section, compliance shall mean:

(a) Fully implementing in good faith all mandatory program elements as well as provisions in the approved CTR Program Description and Report;

(b) Providing a complete CTR Program Description and Report on the regular reporting date; and

(c) Distributing and collecting the CTR Program Employee Questionnaire during the scheduled survey time period.

(2) Program Modification Criteria. The following criteria for achieving goals for VMT per employee and proportion of drive-alone trips shall be applied in determining requirements for employer CTR program modifications:

(a) If an employer meets either or both goals, the employer has satisfied the objectives of the CTR plan and will not be required to improve its CTR program;

(b) If an employer makes a good faith effort, as defined in RCW ~~70.94.53470A.15.4050~~(2) and this chapter, but has not met the applicable drive-alone or VMT goal, no additional modifications are required;

(c) If an employer fails to make a good faith effort as defined in RCW ~~70.94.53470A.15.4050~~(2) and this chapter, and fails to meet the applicable drive-alone or VMT reduction goal, the City shall direct the employer to revise its program within 30 days to come into compliance with the measures defined by RCW ~~70.94.53470A.15.4050~~(2), including specific recommended program modifications. In response to the recommended modifications, the employer shall submit a revised CTR Program Description and Report, including the requested modifications or equivalent measures, within 30 days of receiving written notice to revise its program. The City shall review the revisions and notify the employer of acceptance or rejection of the revised program. If a revised program is not accepted, the City will send written notice to that effect to the employer within 30 days and, if

necessary, require the employer to attend a conference with program review staff for the purpose of reaching a consensus on the required program. A final decision on the required program will be issued in writing by the City within 10 working days of the conference.

(3) Violations. The following constitute violations if the deadlines established in this chapter are not met:

(a) Failure to self identify as an affected employer;

(b) Failure to perform a baseline measurement, including:

(i) Employers notified or that have identified themselves to the City within 90 days of October 24, 2013, and that do not perform a baseline measurement consistent with the requirements specified by the City within 90 days from the notification or self-identification;

(ii) Employers not identified or self-identified within 90 days of October 24, 2013, and that do not perform a baseline measurement consistent with the requirements specified by the City within 90 days from October 24, 2013;

(c) Failure to develop and/or submit on time a complete CTR program;

(d) Failure to implement an approved CTR program, unless the program elements that are carried out can be shown through quantifiable evidence to meet or exceed VMT and drive-alone goals as specified in ordinance;

(e) Submission of false or fraudulent data in response to survey requirements;

(f) Failure to make a good faith effort, as defined in RCW ~~70.94.53470A.15.4050~~ and this chapter; or

(g) Failure to revise a CTR program as defined in RCW ~~70.94.53470A.15.4050~~(4) and this chapter.

(4) Penalties.

(a) No affected employer with an approved CTR program which has made a good faith effort may be held liable for failure to reach the applicable drive-alone or VMT goal;

(b) Each day of failure to implement the program shall constitute a separate violation, subject to penalties as described in DMMC 1.24.190(2).

(c) An affected employer shall not be liable for civil penalties if failure to implement an element of a CTR program was the result of an inability to reach agreement with a certified collective bargaining agent under applicable laws where the issue was raised by the employer and pursued in good faith. Unionized employers shall be presumed to act in good faith compliance if they:

(i) Propose to a recognized union any provision of the employer's CTR program that is subject to bargaining as defined by the National Labor Relations Act; and

(ii) Advise the union of the existence of the statute and the mandates of the CTR program approved by the City and advise the union that the proposal being made is necessary for compliance with state law (RCW 70.94.531).

Sec. 7. 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.

Ordinance No. ____
Page 7 of 7

Sec. 8. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 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:

Effective Date:



Commuter Trip Reduction Plan 2025-2029

AS REQUIRED BY THE STATE OF WASHINGTON'S
CLEAN AIR ACT AND WAC 468-63-010

DECEMBER 2024

TABLE OF CONTENTS

Benefits of CTR.....	5
Performance targets	8
Services and Strategies	9
Alignment with Plans	12
Engagement	13

Benefits of CTR

1. Describe the local land use and transportation context and objectives.

- a. Describe the setting in the jurisdiction as it is today or will be in the near future.

Des Moines is a mostly residential community that is located in King County, situated along the eastern shore of Puget Sound between Seattle and Tacoma. The city is part of the larger Seattle metropolitan area and is characterized by a mix of residential neighborhoods, commercial areas, and natural landscapes. The Des Moines Marina and the proximity to the Seattle-Tacoma International Airport (Sea-Tac) are significant features that shape the City's identity and development.

The City currently has 32,500 residents and is the 39th largest city in the state. The City's land use is predominantly residential, with single-family homes being the most common type of housing.

- b. Describe features of land use and transportation facilities and services that affect commuters.

Des Moines, Washington, has historically been a predominantly single-family residential community. Since much of the city is already developed, the city has focused on adding new housing through increased density in key areas, particularly in the downtown core and along major transit corridors, such as those served by King County Metro. The Pacific Ridge area and other higher-density zones offer housing options with close proximity to these transit services, making it easier for commuters to access public transportation and alternative modes of travel.

At the same time, large employers and businesses are increasingly concentrated near major commercial areas, such as the Marina District and adjacent to the airport. This has prompted King County Metro to expand its transit service to better serve these employment areas, with plans to improve frequency and connectivity, especially along key routes and toward the nearby Angle Lake Link light rail station.

In parallel, the city's Capital Improvement Plan (CIP) for transportation focuses on completing infrastructure upgrades across various transportation modes, making non-single-occupancy commuting more accessible. These projects include:

- Completing sidewalks and trails to improve walkability throughout the city.
- Expanding the bikeway network to provide safer and more efficient routes for cyclists.
- Developing business access and transit (BAT) lanes along key corridors, such as Pacific Highway South, to improve bus rapid transit flow and reduce delays.
- Installing additional pedestrian-activated crossings at mid-block locations to enhance safety and convenience for those walking or biking to transit stops.
- Implementing "complete streets" treatments as part of street upgrades, ensuring streets are designed for all users—pedestrians, cyclists, transit riders, and drivers.

Improving connections for all modes of transportation to the Angle Lake light rail station, facilitating multimodal commuting options.

These projects collectively aim to support and encourage the use of public transit, walking, and cycling for daily commute trips, reducing dependence on driving alone and alleviating congestion on key roadways like State Route 99.

- c. Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.

In recent years, commuting patterns in Des Moines have been influenced by several factors:

- **Increase in Remote Work:** The COVID-19 pandemic accelerated the adoption of remote work, reducing the number of daily commuters, particularly those traveling to Seattle and other major employment centers.
- **Shift to Public Transit:** There has been a gradual shift toward the use of public transit, especially with the expansion of the Link light rail system. This has made public transit a more attractive option for commuters, particularly those who work in downtown Seattle.
- **Traffic Congestion:** Despite the increase in remote work, traffic congestion remains an issue, particularly on State Route 99 and other major corridors. This has led to a growing interest in alternative commuting options, such as carpooling and the use of park-and-ride facilities.
- **Bicycle and Pedestrian Commuting:** As infrastructure improves, there has been a modest increase in the number of people commuting by bicycle or on foot, particularly for short trips within the city.

Overall, Des Moines, Washington, is experiencing gradual changes in its land use and transportation patterns, influenced by regional growth, infrastructure developments, and evolving commuting behaviors. These changes are likely to continue as the city and surrounding areas further develop.

- d. List the most important land use and transportation objectives from your city or county's plans that commute trip reduction most directly affects.

Increasing density in key areas by promoting higher-density residential and commercial development near transit, Multimodal Infrastructure Development and Reduction of Vehicle Miles Traveled (VMT).

- e. Describe critical aspects of land use and transportation that should be sustained and key changes that should be considered to improve commute trip reduction's contribution to the land use and transportation objectives you reference.

Sustaining the city's current focus on TOD, public transit, and non-motorized commuting options while introducing new strategies such as promoting remote work, expanding housing near transit, and enhancing multimodal connectivity will significantly strengthen the city's CTR program. These improvements will allow Des Moines to meet its land use and transportation objectives, reducing VMT, easing congestion, and promoting sustainable commuting choices.

2. Describe how the CTR program will help achieve

The CTR program is a cornerstone of Des Moines' strategy to reduce traffic congestion, promote sustainable land use, and achieve its long-term transportation goals. By fostering alternative commuting methods, reducing reliance on single-occupancy vehicles, and supporting transit-oriented development, the program helps the city meet its land use and transportation objectives. As the city continues to grow, the CTR program will become even more vital in maintaining an efficient, sustainable transportation system and enhancing the quality of life for all residents.

3. Describe how the CTR program will help achieve the jurisdiction environmental objectives.

The CTR program plays a pivotal role in helping the City of Des Moines achieve its environmental objectives by reducing greenhouse gas emissions, improving air quality, conserving energy, promoting sustainable land use, and encouraging non-motorized and green transportation options. By reducing reliance on single-occupancy vehicles and fostering alternative commuting practices, the program contributes significantly to creating a more sustainable, livable, and environmentally friendly community.

a. Describe how the CTR program will support jurisdiction greenhouse gas emission reduction efforts.

The CTR program in Des Moines reduces greenhouse gas emissions by promoting alternatives to single-occupancy vehicle trips, such as transit, carpooling, and telecommuting, which lower fuel consumption and vehicle miles traveled. It also supports sustainable land use and encourages the adoption of low-emission vehicles, contributing significantly to the city's environmental goals.

b. Describe how the CTR program will support jurisdiction environmental objectives in addition to greenhouse gas emission reductions.

The CTR program supports Des Moines' environmental objectives by improving air quality, reducing vehicle-related pollution, and promoting energy conservation through reduced fuel consumption. It also encourages sustainable transportation infrastructure, such as bike lanes and pedestrian paths, helping to preserve green spaces and limit urban sprawl

4. Describe how your CTR program will help achieve regional and state objectives.

a. Summarize the regional and state benefits that would be gained if you achieved your CTR targets.

Regional Objectives:

- Improve regional mobility choices
- Improve TDM integration in Planning
- Encourage Multi-Modal Transportation
- Evaluating and addressing equity in TDM
- Support Economic Development
- Expand the CTR Law
- Enhance Safety

State Objectives:

- Improve delivery of CTR programs
- Expand the CTR market to address equity
- Produce more useful transportation behavior data
- Expand investment and service to advance equity and environmental justice
- Respond to shifting Mobility Patterns
- Reduce Greenhouse Gas emissions.

b. List adjacent CTR-affected cities and counties.

- City of Federal Way
- City of Kent
- City of Burien
- City of SeaTac

c. Describe the top few cross-border and regional transportation issues that affect your jurisdiction.

- **Traffic Congestion:** High levels of congestion on major corridors, such as Pacific Highway South (SR 99) and I-5, affect travel times and accessibility. This congestion often spills over from adjacent cities, leading to delays for commuters traveling across city and county lines.
- **Public Transit Accessibility:** Limited public transit options and service frequencies in some areas hinder mobility, particularly for residents relying on transit to access jobs and services. Coordination between transit agencies across King County and neighboring regions is crucial for improving service.
- **Regional Connectivity:** Gaps in the transportation network, such as missing pedestrian and cycling infrastructure, impede seamless travel between Des Moines and neighboring cities. Improving multi-modal connections, especially to transit hubs and major employment centers, is essential for enhancing regional mobility.

d. Describe the strategies you, adjacent cities and counties, and your region have agreed to use to address the top issues described in the previous bullet.

The City will collaborate directly with neighboring cities through monthly South King County CTR meetings. Cities in our region rely on the state for the distribution of funds, including those supporting the CTR program. Surrounding Cities work together to provide guidance, share support, and allocate resources to address cross-community travel and stewardship challenges.

Performance targets

5. List your jurisdiction's CTR performance Target

a. List performance targets that reflect only CTR-affected worksites

Weighted average drive-alone rate of 60 percent or less for CTR-affected worksites at the jurisdictional level.

b. List any additional numeric performance targets.

None

6. List the base value you'll use for each performance target.
 - a. Provide the number you'll use as the starting point for each performance target. you'll measure the difference between this number and your target, to report performance.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2024-2025 survey cycle and measure progress using 2025-2027 survey results.

7. Describe the method you used to determine the base value for each target.
 - a. Provide the source for each base value listed.

Performance targets will be tied to the CTR survey. We will establish a base value during the 2023-2025 survey cycle and measure progress using 2025-2027 survey results.

8. Describe how you'll measure progress toward each target.
 - a. List the method you'll use to measure progress for each target.

The City will measure progress using the 2025-2027 survey results.

9. List your jurisdiction's CTR-affected worksites

- Highline College
- Des Moines City Hall
- Wesley Homes
- Federal Aviation Administration

These worksites are subject to the Commute Trip Reduction (CTR) program requirements and are key participants in efforts to reduce single-occupancy vehicle trips and promote alternative transportation methods among their employees.

10. List a performance target for each CTR-affected worksite.
 - a. For any performance targets tied to the CTR survey, indicate that you'll establish performance targets during the 2023-2025 survey cycle.

Base year performance targets will be established during the 2023-2025 survey cycle.

11. List the base value you'll use for each site.
 - a. For any performance targets tied to the CTR survey, indicate that you'll establish a base value during the 2023-2025 survey cycle.

The City will establish a base value during the 2023-2025 survey cycle

Services and Strategies

12. Describe the services and strategies your jurisdiction will use to achieve CTR targets.

The City will employ various strategies focusing on compliance, collaboration and program support:

- Establish clear and enforceable requirements for employers, including mandatory program elements such as appointing Employee Transportation Coordinators (ETCs) and distributing information about alternative commuting options.
 - Enhance local infrastructure to support alternative commuting methods, such as adding bicycle parking, lockers, showers, and transit-loading zones.
 - Collaborate with King County Metro to increase transit service availability and provide support for employer-led initiatives like vanpools, carpools, and shared-use vehicles.
 - Conduct public outreach to raise awareness of the CTR program’s goals and benefits for both employers and employees.
 - Promote flexible work schedules, telecommuting, and compressed workweeks to reduce peak-hour commuting.
- 13.** Describe how jurisdiction services and strategies will support CTR-affected employers
- The City will provide workshops to help employers design and implement effective CTR strategies tailored to their workforce needs.
 - Continuing infrastructure improvements to provide bike lanes, and pedestrian pathways and encourage Public Transit.
 - Increase public awareness campaigns, employee engagement initiatives and provide materials to help employers encourage participation in CTR programs.
- 14.** Describe barriers your jurisdiction must address to achieve CTR targets.
- a. Describe how you’ll address these barriers.
- Limited transit connectivity:** The City’s public infrastructure may not fully align with employment hubs or residential areas, making it difficult for commuters to rely on transit options. Additionally, the City’s geographic layout and land use patterns, including residential neighborhoods that are widely spread out, often require residents to rely on personal vehicles for convenience.
- How to address:** The City will continue coordinating with King County Metro to expand transit connectivity ensuring they better serve major employment areas.
- Financial and policy constraints:** This may limit the City’s ability to expand infrastructure, enforce CTR compliance, or provide incentives for alternative commuting methods.
- How to address:** Overcoming these barriers will require a coordinated effort between the City, employers, and the state as the City continuously seeks grants and funding for projects to expand infrastructure.
- 15.** Describe the transportation demand management technologies your jurisdiction plans to use to deliver CTR services and strategies.
- The City will collaborate with King County Metro by promoting regionally integrated vanpool/rideshare, employees can connect with colleagues or neighbors for carpooling and vanpooling, reducing single-occupancy vehicle trips.
- 16.** Transcribe or link to your local CTR ordinance
- See attached ordinance.
- 17.** Describe your financial plan.
- a) Describe the estimated average annual cost of your plan

Activity	Estimated Average annual cost
Employer engagement	\$12,000
CTR 4-year Plan	\$5,500
Performance reporting	\$6,500
Administration	\$7,300
Total	\$31,300

b) Describe likely funding sources, public and private, to implement your plan.
 The City of Des Moines’s CTR program is funded by the WSDOT CTR Grant, which is \$31,300 per year.

18. Describe your implementation structure

a. Describe who will conduct the activities listed in your plan.

The City and King County Metro will collaborate to implement and administer the City’s CTR.

b. Indicate who will monitor progress on your plan. List job title, department, and name.

Laura Hopp is the Administrative Coordinator and the CTR Program administrator for the City.

19. List your implementation schedule.

	1 st Biennium July 2025-June 2027	2 nd Biennium July 2027-June 2029
Actions	<ul style="list-style-type: none"> - Establish a dedicated CTR team and allocate initial funding - Conduct baseline assessments of commuter behaviors and employer compliance - Update the CTR plan to align with the state policies - Initiate outreach to CTR-affected employers through workshops and resources - Pilot early strategies, such as telework promotions and carpool programs. - Strengthen transit partnerships to 	<ul style="list-style-type: none"> - Scale up CTR strategies across the city, including parking management and transit incentives - Adjust programs to address specific employer and commuter needs. - Enhance communication and marketing campaigns to increase awareness - Conduct a comprehensive program evaluation to identify successes and gaps. Develop new funding mechanisms for program sustainability.

	<p>improve connectivity and accessibility.</p> <ul style="list-style-type: none"> - Evaluate pilot projects and refine strategies based on feedback. 	
Ongoing	<p>Host regular employer engagement events.</p> <p>Provide updated resources and guidance to CTR-affected employers</p> <p>Report progress to the City Manager and state CTR office.</p>	

20. Describe the CTR plan for jurisdiction employees

Describe the services, programs, information, and other actions your city or county put in place to help its employees reduce their drive alone commute trips.

The City has provided flexible work schedules and telecommuting to eligible employees, enabling employees to work remotely or adjust their work hours to reduce peak-hour commuting.

21. Describe how the CTR plan for jurisdiction employees contributes to the success of the overall plan

Describe how the plan for jurisdiction employees reinforces the success of the jurisdiction plan?

The plan for City employees is a critical component of the broader City of Des Moines CTR strategy, serving as both a model and a foundation for success. When City employees actively engage in programs like carpooling, telecommuting, and transit use, they demonstrate the feasibility and benefits of these alternatives, inspiring other employers to adopt similar practices. Also, The internal efforts will provide valuable insights and feedback on the effectiveness of CTR strategies, allowing for continuous improvement.

Alignment with Plans

22. List the transit agencies that provide service in your jurisdiction.

King County Metro

23. List the transit plans you reviewed while developing this plan.

King County Metro Transit Development Plan: 2021- 2026.

24. Describe how this CTR plan supports the transit plans.

By prioritizing alternatives to single-occupancy vehicle trips, such as transit use, carpooling, and biking. This CTR plan supports King County Metro’s goals of increasing ridership, reducing congestion, and improving air quality. This plan also leverages King County Metro’s service improvements and infrastructure investments, such as expanded bus routes and RapidRide services, by actively promoting these options to residents and employees through targeted outreach and incentives.

25. Describe any comprehensive plan updates that are needed and when they will be made.
The City is currently working on its comprehensive plan which will be taken to City council for approval by the end of 2024.

Engagement

26. Describe stakeholder engagement.
The City held a meeting with all the ETCs in January 2025 to emphasize their critical roles in influencing and managing workplace transportation behaviors and while providing valuable feedback. The discussion focused on the following key areas:
- Carpooling and Ridesharing**
The City discussed plans to establish workplace carpool programs and actively promote rideshare initiatives, including those facilitated by King County Metro and Sound Transit. Strategies were shared to increase participation and convenience for commuters adopting shared transit options.
- Survey and Data Collection**
The City outlined plans for conducting surveys to better understand behaviors, challenges, and preferences. The surveys will examine primary commute modes, such as single occupancy vehicles, public transit, and biking while gauging employee interest in employer-provided incentives. Feedback will also be collected on transit schedules, service reliability, and barriers faced by different demographic groups with special attention to vulnerable populations at job-related CTR programs.
- The City is building a sustainable CTR program by maintaining regular communication and refining strategies based on ETCs feedback and data-driven insights to ensure measurable reductions in commute trips over time.
27. Describe vulnerable population considered.
When preparing the CTR plan, the City of Des Moines prioritized understanding and addressing the needs of vulnerable populations to ensure the program is equitable and inclusive. During the Public engagement and outreach process, the city considered low-income individuals, non-English-speaking residents through flyers in multiple languages and older adults with mobility constraints through printed survey materials.
28. Describe engagement focused on vulnerable populations
Des Moines is a very diverse community, in addition to the survey posted on the City's website, the City placed CTR flyers and surveys in multiple languages at different public locations around the City including the Des Moines Senior Center, some local restaurants, and food bank. City staff also had a table at the Des Moines farmer's market with CTR flyers.
29. List employers' suggestions to make CTR more effective.
Most CTR-affected worksites are excited about the Sound Transit Federal Way Link extension as this would facilitate the commute. Even though transit stops are located near the worksites, many employees live in areas where transit schedules significantly impact their arrival time due to long commute times. However, carpooling or vanpooling would be the most viable approach. Furthermore, some CTR-affected worksites are unable to telework due to the nature of the work which requires full presence on the worksite. CTR-affected worksites have requested an increased education and awareness of non-drive-alone commute options such as vanpool, and

shuttle services once Sound Transit Link is fully operational and guaranteed ride-home programs.

30. Describe results of engagement focused on vulnerable populations that will be provided for use in comprehensive plan and transit plan updates

The City of Des Moines is currently drafting its comprehensive plan update. The results of engagement efforts with vulnerable populations are being incorporated into its ongoing comprehensive plan ensuring that the voices of underserved groups are meaningfully included. The updated comprehensive plan is expected to be finalized by July 2025.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing
Transportation Improvement Plan
(2026-2045)

FOR AGENDA OF: June 26, 2025

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 12, 2025

ATTACHMENTS:

1. Draft Resolution No. 25-069
2. Draft TIP 2026-2045

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance *[Signature]*
- Human Resources _____
- Legal /s/TG
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works *[Signature]*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this public hearing is to provide an update to the City’s Transportation Improvement Plan (TIP) and for the City Council to approve Draft Resolution No. 25-069 (Attachment 1) adopting the proposed Transportation Improvement Plan for the City of Des Moines for the years 2026-2045.

Suggested Motion

Motion: “I move to approve Draft Resolution No. 25-069 adopting the 2026-2045 Transportation Improvement Plan for the City of Des Moines.”

Background

Each year the City of Des Moines, and all cities and counties in Washington State, submit a Transportation Improvement Plan (TIP) to the State as required by RCW 35.77.010. This document is useful for agencies to plan and prioritize transportation system improvements while also provide a consistent process for interagency coordination to identify need and funding requirements on a regional and statewide basis.

The City of Des Moines' TIP (Attachment 1) is a long range, 20-year transportation plan that identifies motorized and non-motorized needs that are not financially constrained. Each project is listed along with a brief description of the proposed improvements. Proposed project schedules and preliminary level cost estimates identify strategic project planning. The costs are broken down into three categories: Engineering (PE), Right-of-Way acquisition (RW), and Construction (CN) which are consistent with State and regional project programming designations.

The plan is derived from the City's Comprehensive Transportation Plan (CTP) and is a list of prioritized projects based primarily on:

- CTP (Safety, capacity, non-motorized, and transit needs).
- Analysis of existing system (Traffic engineering studies, citizen input, etc.).
- Interagency Coordination (Franchise Utility, SeaTac, Sound Transit, etc.).

The TIP is utilized to:

- Fulfill reporting requirements by State Law (RCW 35.77.010) by July 31st.
- Direct the development of the 6-year Capital Improvement Plan (CIP).
- Provide coordination between franchise utilities and neighboring agencies.
- Fulfill reporting to the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC) in order to pursue loan and grant opportunities.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priorities projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

Discussion

Staff updated the previous TIP (2025-2044) with the most current project funding information and expenditure schedule, and is forwarding this Draft 2026-2045 TIP to the full Council for public hearing and approval.

Changes within the Draft 2026-2045 TIP from previous years include:

- Priority 7 – Barnes Creek Trail – South Segment
 - **Revise Project Limits and Description** to remove portion of trail completed on 16th Ave S from Kent-Des Moines Road to S 240th Street
- Priority 9 – Neighborhood Traffic Calming Program
 - **Reprioritize** from Priority 32 to Priority to 9 to highlight importance of new formal program
- Priority 11 – S 200th Street & S 199th Street Improvements (Segment 1)

- **Revise Description** to indicate project is also known as the North Hill Elementary Walkway Improvements Project
- Priority 14 – College Way
 - **Remove/Completion 2024**
- Priority 15 – S 223rd Street/Cliff Ave. Street Improvements
 - **Revise Project Limits** to expand project to Beach Park/Marina Entrance and Marine View Dr.
- Priority 74 – S 220th Street Cul-de-Sac Improvements
 - **Remove/Completion 2024**
- Priority 75 – S 221st Street Cul-de-Sac Improvements
 - **Remove/Completion 2024**

Alternatives

The Council can choose to make various changes to the TIP; projects can be moved to different years, added to or taken off the TIP, and priority numbers can be changed.

The City is required to file an adopted plan with the Secretary of Transportation no later than July 31, 2025.

Financial Impact

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other sources of funds. Frequently, project loans or grants require that individual projects be on a plan adopted by the City Council. Furthermore, projects using Federal funding are specifically required to be identified on the City’s TIP.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

The Committee of the Whole was presented the Draft TIP for review and comment.

CITY ATTORNEY'S FIRST DRAFT 6/26/2025

DRAFT RESOLUTION NO. 25-069

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2026 through 2045.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 26, 2025 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the Transportation Improvement Plan attached to this Resolution; now therefore,

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

Sec. 1. The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2026 through 2045, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

Sec. 2. The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

Sec. 3. The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2026 To: 2045
 Hearing Date: 06/26/25 Adoption Date: x/xx/xxxx
 Amend Date: XXX Resolution Number: xxxx

Proposed Priority No.	City Project Number	Project Identification	Project Phase	Project Cost in Thousands of Dollars				Local Agency Expenditure Schedule (Year)					
				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045
				Federal Funds	State Funds	Local Funds	Total Funds						
1	PRES-1.0	Pavement Preservation Program Citywide Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures.	PE RW CN			380	380	20	20	20	60	80	180
						17100	17100	900	900	900	2700	3600	8100
				0	0	17480	17480	920	920	920	2760	3680	8280
2	TRAF-5.0	Traffic Safety Improvement Program (ASE) Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns.	PE RW CN			152	152	8	8	8	24	32	72
						1900	1900	100	100	100	300	400	900
				0	0	2052	2052	108	108	108	324	432	972
3	PRES-5.0	ADA Compliance Program Citywide Installation of Right-of-Way and facility improvements.	PE RW CN			290	290	20	20	20	60	80	90
						1450	1450	100	100	100	300	400	450
				0	0	1740	1740	120	120	120	360	480	540
4	TIF-2.2	24th Ave S. Improvement Project (Segment 2) 24th Ave. S from: S 223rd Street to: Kent-Des Moines Road Sidewalk, curb, gutter & drainage improvements in conjunction with SWM's 24th Ave Pipeline Replacement. Provide 2-way left turn lane and enhanced pedestrian crossings.	PE RW CN				0						
						3300	4900	4900					
				0	3300	1600	4900	4900	0	0	0	0	0
5	S-25.0	Sound Transit - Link Light Rail from: S 216th Street to: S 272nd Street Coordination on Link Light Rail Alignment	PE RW CN			20	20	20					
						40	40	40					
				0	0	60	60	60	0	0	0	0	0
6	S-32.0	WSDOT - SR509 Gateway and S 216th Street Bridge from: S 216th Street to: S 272nd Street Coordination on SR 509 Gateway.	PE RW CN				0						
						250	250	250					
				0	0	250	250	250	0	0	0	0	0
7	TRAIL-2.3	Barnes Creek Trail - South Segment from: 16th Ave. S to: Highline College Construct shared use path/trail along the north side of S 240th Street. Potential non-motorized facilities on the south side of S 240th Street and associated traffic safety enhancements.	PE RW CN		300	600	300	300					
					3000	3000	6000	6000					
				0	3300	3600	6900	6900	0	0	0	0	0

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				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045			
				Federal Funds	State Funds	Local Funds	Total Funds									
8	S-21.2	S 240th Street Improvements (Segment 2) S 240th Street from: 20th Ave. S to: 16th Ave. S Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		200 150 4800	100 50 1200	300 200 6000	300 200 6000								
				0	5150	1350	6500	6500	0	0	0	0	0	0	0	
9	TRAF-3.0	Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns.	PE RW CN			200 800	200 800	10 40	10 40	10 40	30 120	40 160	100 400			
				0	0	1000	1000	50	50	50	150	200	500			
10	TRAF- 4.0	Guardrail Program Citywide Install new guardrail and upgrade existing installations.	PE RW CN			18 227	18 227	2 23		2 23	4 66	10 115				
				0	0	245	245	25	0	25	70	125	0			
11	S-3.1	S 200th Street & S 199th Street Improvements (Segment 1) S 200th Street from: DMMD to: 8th Ave. S Known as the North Hill Elementary Walkway Improvements Project. Install curbs, gutters, sidewalks, & bike lanes.	PE RW CN		430 235 1700	20 65 900	450 300 2600	450 300 2000		600						
				0	2365	985	3350	2750	600	0	0	0	0	0	0	
12	TIF-2.1	24th Ave. S Improvement Project (Segment 1) 24th Ave. S from: S 216th Street to: S 223rd Street Sidewalk, curb, gutter & drainage improvements. Provide 2-way left turn lane.	PE RW CN		480 112 4000	120 28 1000	600 140 5000				600 140		5000			
				0	4592	1148	5740	0	0	0	740	5000	0			
13	S-21.3	S 240th Street Improvements (Segment 3) S 240th Street from: 16th Ave. S to: Marine View Drive Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		500 350 3200	50 50 1900	550 400 5100			550 400		5100				
				0	4050	2000	6050	0	0	950	5100	0	0			
14	TIF-16.0	Marine View Drive and S 240th Street Project Intersection Project from: to: Reconstruct roadway to improve horizontal alignment. Provide pedestrian facilities, and widen approaches. Install roundabout or traffic signal if warranted.	PE RW CN			165 100 1900	165 100 1900			165 100		1900				
				0	0	2165	2165	0	0	265	1900	0	0			

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				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045	
				Federal Funds	State Funds	Local Funds	Total Funds							
15	S-5.0	S 223rd Street / Cliff Ave. Street Improvements Cliff Ave/South 223rd Street from: Beach Park/Marina Entrance to: Marine View Dr. Corridor redevelopment as part of the overall Marina Redevelopment priority. Targets non-motorized users, connectivity between downtown and Marina, as well as the analysis of strategic storm water quality	PE RW CN		5000 25000	1000 5000	6000 30000					6000 30000		
				0	30000	6000	36000	0	0	0	0	36000	0	
16	PL-1.0	CTP Update from: to:	PE RW CN			1500	1500			700				800
				0	0	1500	1500	0	0	700	0	0	0	800
17	S-21.1	S 240th Street Improvements (Segment 1) S 240th Street from: East City Limits to: 20th Ave. S Reconstruct roadway including two travel lanes, two-way left turn lane, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		200 150 4800	100 50 1200	300 200 6000				300		200 6000	
				0	5150	1350	6500	0	0	0	300	6200	0	
18	PRNIP-S2.0	S 224th Street Improvements Pacific Ridge NIP S2 from: Pacific Highway S to: 30th Ave. S Reconstruct roadway. Complete curb, gutter, and sidewalk improvements.	PE RW CN			113 95 700	113 95 700	113		95 700				
				0	0	908	908	113	795	0	0	0	0	
19	TRAF-8.0	Redondo Area Parking Management Project Redondo Area Installation of parking management system on S 282nd Street, Redondo Way, and portions of Sound View Dr.	PE RW CN			25 325	25 325	25						
				0	0	350	350	350	0	0	0	0	0	
20	TRAF-7.0	Redondo Area Street Lights Neighborhood streets in the lower Redondo area from: S 281st Street to: South City Limits Install conduit and street lighting in local road areas currently without lighting	PE RW CN			10 60	10 60			10 60				
				0	0	70	70	0	0	70	0	0	0	
21	TIF-23.0	Marine View Drive ITS Project from: Kent-Des Moines Road to: DMMD Coordinate and optimize signal timing by installing fiber optic signal communications.	PE RW CN			10 100	10 210	10						
				0	110	110	220	220	0	0	0	0	0	

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				Federal Funds	State Funds	Local Funds	Total Funds								
22	TRAIL-2.1	Barnes Creek Trail - North Segment Following SR 509 Right-of-Way from: S 216th Street to: S 223rd Street Construct shared use path/trail along old SR509 ROW.	PE RW CN		300	285	585	535		50					
					3200	1700	4900	250	1900	3000					
				0	3500	2235	5735	785	1900	3050	0	0			0
23	TRAIL-2.2	Barnes Creek Trail - Central Segment Following SR 509 Right-of-Way from: S 223rd Street to: 16th Ave. S Construct shared use path/trail along old SR509 ROW and South side of Kent-Des Moines Road	PE RW CN	85		200	200						200		
				3460		540	4000						100		4000
				3545	0	755	4300	0	0	0	0	4300			0
24	S-24.0	Downtown Des Moines Improvements from: S 227th/220&223 to: 6th/8th Provide sidewalks 6th Ave. S. & side streets from S.227th to S.220th/8th Ave S (west side) & side streets and alleys from S.227th to S.223rd. May include street & water distribution upgrades. May include S 222nd cul-de-sac roadway improvements.	PE RW CN			700	700						700		
						3500	3500						3500		
				0	0	4200	4200	0	0	0	0	4200			0
25	ITS-1.0	Traffic Management Center (TMC) Citywide/Public Works - Engineering Continue to improve communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program.	PE RW CN			10	10			10					
						50	50			50					
				0	0	60	60	0	0	60	0	0			0
26	TRAF-9.0	Redondo Beach Drive - Seawall Pile Corrosion Project from: S 283rd Street to: Redondo Shores Drive S Corrosion protection for seawall H-Piles.	PE RW CN			30	30			30					
						300	300				300				
				0	0	330	330	0	0	30	300	0			0
27	S-8.0	Redondo Way Sidewalk Project Redondo Way South from: Redondo Beach Dr. to: East of Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive	PE RW CN			100	100					25	75		
						1000	1000						1000		
				0	0	1100	1100	0	0	0	25	1075			0
28	PL-4.0	Parking Management Plan (Highline College Area) from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN			100	100			50	50				
				0	0	100	100	0	0	50	50	0			0

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				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045	
				Federal Funds	State Funds	Local Funds	Total Funds							
29	TIF-4.2	Kent-Des Moines Road Improvements (Segment 2) (SR 516) from: 24th Ave. S to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent.	PE RW CN			485	485				485			
				2300	400	100	500				500			
				2300	2300	1700	6300				6300			
				2300	2700	2285	7285	0	0	0	7285	0		0
30	INT-7.0	Pacific Highway S and S 240th Street Project Intersection Improvements from: to: Widen to provide dual left turn pocket for eastbound approach, revise signal timing. Coordinate with the City of Kent.	PE RW CN		500	100	600						600	
					500		500						500	
					3000		3000						3000	
				0	4000	100	4100	0	0	0	0		4100	0
31	TIF-6.0	16th Ave. S / 18th Ave. S Road Improvements Following along old SR 509 Right-of-Way from: S 220th Street to: S 216th Street Construct new neighborhood collector alignment along 16/18th Ave. S.. corridor, incl. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment.	PE RW CN		300	300	600						600	
						500	2700						2700	
				0	2500	800	3300	0	0	0	0		3300	0
32	PL-2.0	Downtown Circulation Study from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations.	PE RW CN			100	100				100			
				0	0	100	100	0	0	0	100	0		0
33	PL-3.0	Parking Management Plan (Downtown) from: to: Develop a parking management plan strategy and apply program and actions.	PE RW CN			100	100				100			
				0	0	100	100	0	0	0	100	0		0
34	S-30.0	Wooten Park Access and Parking Improvements North of Redondo Way South from: Redondo Way South to: South 282nd St Increase parking with a new parking lot east of Wooten Park	PE RW CN			150	150				50		100	
						1500	1500						1500	
				0	0	1650	1650	0	0	0	50		1600	0
35	S-1.0	Des Moines Memorial Drive Improvements Des Moines Memorial Drive from: S 208th Street to: Marine View Drive Install bike lanes, curb, gutter, drainage & sidewalks. Add a lane to approach to Marine View Dr. & left turn pockets where feasible.	PE RW CN		250	500	750						750	
					200	150	350						350	
					5000	2000	7000						7000	
				0	5450	2650	8100	0	0	0	0		8100	0

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				Federal Funds	State Funds	Local Funds	Total Funds							
36	TIF-14.0	Des Moines Memorial Drive and Marine View Drive Intersection Improvements from: to: Lengthen approach lanes, coordinate signal with MVD and 7th/216th. Consider possibility of a Round-About.	PE RW CN		100 60 1600	300 40 400	400 100 2000						400 100 2000	
				0	1760	740	2500	0	0	0	0	0	2500	0
37	INT-8.0	Marine View Drive and 7th/216th Street Project Intersection Improvements from: to: Optimize signal timing, and coordinate signal with DMMD and MVD intersection.	PE RW CN			30 270 0	30 270 0						30 270	
				0	0	300	300	0	0	0	0	0	300	0
38	S-2.1	8th Ave. S Improvement Project (Segment 1) 8th Avenue South (North Hill) from: North City Limits to: S. 200th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks.	PE RW CN			700 4000 0	700 4000 0						700 4000	
				0	0	4700	4700	0	0	0	0	0	4700	0
39	TIF-4.3	Kent-Des Moines Road Improvements (Segment 3) (SR 516) from: Marine View Drive to: 16th Ave. South Widen roadway to provide pedestrian facilities and additional lanes where warranted.	PE RW CN			1400 1000 2100	1400 1000 6600							1400 1000 6600
				2000	2500	4500	9000	0	0	0	0	0	0	9000
40	INT-10.0	Marine View Drive and Kent-Des Moines Road Project Intersection Improvements from: to: Add a second eastbound through lane through the intersection.	PE RW CN		400 500 600	200 300	600 800 1600						600 800 1600	
				600	1900	500	3000	0	0	0	0	0	3000	0
41	TIF-15.0	Marine View Drive and S 227th Street Project Intersection Improvements from: to: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection.	PE RW CN		100 500	40 60	140 0 560						140 0 560	
				0	600	100	700	0	0	0	0	0	700	0
42	TIF-4.1	Kent-Des Moines Road Improvements (Segment 1) (SR 516) from: 16th Ave. S. to: 24th Ave. S. Widen roadway to provide pedestrian facilities and center 2-way turn lane where warranted	PE RW CN			700 600 1700	700 600 4700						700 600 4700	
				500	2500	3000	6000	0	0	0	0	0	6000	0

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				Fund Source				2026	2027	2028	2029-2031	2032-2035	2036-2045		
				Federal Funds	State Funds	Local Funds	Total Funds								
57	S-10.0	S 222nd Street Improvements Project South 222nd Street from: Marine View Drive to: Pacific Highway South Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks.	PE RW CN		300	200	500								500
					2000	500	2500								2500
				0	2300	700	3000	0	0	0	0	0	0	0	3000
58	S-33.1b	S 216th Street Improvements (Segment 1b) Transportation Gateway Project (1 of 4 projects) South 216th Street from: East City Limits to: Pacific Highway South Widen to provide additional travel lanes, bike lanes, curb, gutter, & sidewalks. Project coordinated with WSDOT construction of SR509 to replace the I-5 overcrossing with transitions to the planned lane configuration.	PE RW CN	800	800	1000	2600								500
															800
															2600
				800	800	2300	3900	0	0	0	0	0	0	0	3900
59	TIF-7.5b	16th Ave. S Improvements Project (Segment 5b) 16th Avenue South from: S. 276th St. to: Pacific Highway South Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro.	PE RW CN		240	200	440								440
					900	600	1500								1500
					1660	800	2460								2460
				0	2800	1600	4400	0	0	0	0	0	0	0	4400
60	S-28.0	S 240th Street Overcrossing Bridge Crossing over I-5 from: Pacific Highway South to: Military Road Construct bridge over Interstate 5. Coordinate with City of Kent.	PE RW CN			2000	2000								2000
						1500	1500								1500
						10000	10000								10000
				0		13500	13500	0	0	0	0	0	0	0	13500
61	S-23.0	Marina Bike Connection from: S. 227th Street to: Cliff Ave. S. Install bike connection through the Marina to link the Des Moines Creek Trail to S. 227th St.	PE RW CN			60	60								60
						0	0								0
						100	100								100
				0	0	160	160	0	0	0	0	0	0	0	160
62	S-11.0	S 272nd Street Improvements Project South 272nd Street from: Pacific Highway South to: 16th Ave. S. Install access control to enhance safety.	PE RW CN			20	20								20
						80	80								80
				0	0	100	100	0	0	0	0	0	0	0	100
63	INT-5.0	Redondo Beach Drive and Redondo Way S Project Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN		60	60	120								120
					400	200	600								600
				0	460	260	720	0	0	0	0	0	0	0	720

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				Federal Funds	State Funds	Local Funds	Total Funds								
71	PRNIP-S1.0	30th Ave. S Improvements (Segment 3) Pacific Ridge NIP S1 from: n/o S. 224th St. to: S. 224th St. Reconstruct roadway	PE RW CN			50	50								50
				0	0	250	250	0	0	0	0	0	0	0	250
72	PRNIP-S5.0	30th Ave. S Improvements (Segment 4) Pacific Ridge NIP S5 from: S. 224th St. to: Kent-Des Moines Rd. Reconstruct roadway	PE RW CN			600	600								600
				0	0	4000	4000	0	0	0	0	0	0	0	4000
73	PRNIP-S3.0	S 224th Street Cul-de-Sac Improvements Pacific Ridge NIP S3 from: Eastern terminus to: I-5 Reconstruct roadway	PE RW CN			50	50								50
				0	0	200	200	0	0	0	0	0	0	0	200
74	INT-9.0	8th Ave. S and S 200th Street Project Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN			60	60								60
				0	0	240	240	0	0	0	0	0	0	0	240
75	INT-1.0	24th Ave. S and S 222nd Street Project Intersection Improvements from: to: Install traffic signal, or consider other intersection treatments to enhance capacity.	PE RW CN			80	80								80
				0	0	50	50	0	0	0	0	0	0	0	50
				0	0	420	420	0	0	0	0	0	0	0	420
76	TIF-22.0	S 240th Street and 20th Ave. S Improvements Project Intersection Improvements from: to: Widen to provide left turn pockets. Install traffic signal at 20th and 240th if warranted.	PE RW CN		125	125	250								250
				0	25	25	50	0	0	0	0	0	0	0	50
				0	700	700	1400	0	0	0	0	0	0	0	1400
				0	850	850	1700	0	0	0	0	0	0	0	1700
77	TIF-19.0	Des Moines Memorial Drive and S 208th Street Project Intersection Improvements from: to: Widen DMMD to add left turn pockets at S. 208th Street.	PE RW CN			50	50								50
				0	100	100	200	0	0	0	0	0	0	0	200
				0	100	150	250	0	0	0	0	0	0	0	250

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Citizens Advisory Board
Appointments

FOR AGENDA OF: June 26, 2025

DEPT. OF ORIGIN: Administration

- ATTACHMENTS:
1. Exhibit A
 2. Applications

DATE SUBMITTED: June 17, 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 agenda is to recommend to Council approval of Mayoral appointments to the Citizens Advisory Board.

Suggested Motion

Motion 1: "I move to confirm the Mayoral appointments as shown on Exhibit A to the Citizens Advisory Board, effective immediately with an expiration date to be determined."

AND

Motion 2: "I move to confirm Lisa Franz to the Citizens Advisory Board as the Redondo Neighborhood representative, effective immediately with an expiration date to be determined."

OR

Motion 2: "I move to confirm Susan White to the Citizens Advisory Board as the Redondo Neighborhood representative, effective immediately with an expiration date to be determined."

AND

Motion 2: “I move to confirm Lisa Franz to the Citizens Advisory Board as an At-Large member, effective immediately with an expiration date to be determined.”

OR

Motion 2: “I move to confirm Susan White to the Citizens Advisory Board as an At-Large member, effective immediately with an expiration date to be determined.”

Background:

In response to Council’s interest in improving resident engagement and committee effectiveness, staff was asked to evaluate the City’s current Council-appointed committee structure. As part of that review, it was noted that several committees—including the Arts Commission, Human Services Advisory Committee, and Senior Services Advisory Committee—met infrequently, had limited scope of work, and often lacked consistent staff support.

Following a study session and subsequent outreach to committee members, Council approved the merger of the Citizens Advisory Committee, Arts Commission, Human Services Advisory Committee, and Senior Services Advisory Committee into a single, consolidated body: the Citizens Advisory Board (CAB). This new structure is designed to streamline operations, provide broader and more meaningful engagement opportunities for residents, and improve communication between the City and the community. The Citizens Advisory Board will take on the functions of the former committees through issue-focused subcommittees that will meet as needed and report back to the Council.

At the May 8, 2025 meeting Council voted for the following structure: nine members, with each representing a different neighborhood; two business owners; and one Marina tenant representative plus 7 At-Large positions. At the May 22, 2025 meeting, Council then directed staff to accept any prior committee member (Citizens Advisory, Human Services, Arts and Senior Services) to be accepted as CAB members, serving as At-Large members once represented neighborhood positions are filled. Staff reached out to all members of the Citizens Advisory Committee, Human Services Committee, Arts Commission and Senior Services Advisory Committee and invited them to apply. Of that group, here is the recommended roster: Business Owner, Charlene Bacalzo; Central Des Moines, Eleanor Duggar; Marina District, Bettina Carey; Redondo, Chuck Coleman; South Des Moines, Magdalena Herrera; Woodmont, Barton DeLacy; Zenith, Colleen Gants; At-Large, Diane Hoyer, Mary Guiberson, MaryEllen Laird, Rick Laycock, Victoria Andrews, Corrine Anderson Ketchmark, Aileen Evans, Jeff Crompe, Randy Richards and Lin Cashman.

During this time period the City Clerk received 4 additional application and if Council accepts them they would serve in these positions: Business Owner, Harpreet Kaur, North Hill, Justin Pirtle, and two members who wish to serve the Redondo Neighborhood, Lisa Franz and Susan White. Council will need to determine which member will serve as the Redondo representative and which member will serve At-Large.

After these appointments, there remains 3 neighborhood vacancies (Marina Tenant, North Central and Pacific Ridge). Staff will advertise these openings in hopes of attracting members from those neighborhoods.

After the meeting of June 26th, staff will work on finding the most fair and equitable process to determine which member will serve 2- or 4-year terms. These terms will be relayed to each member and the City Clerk will send out appointment letters confirming.

Discussion:

This agenda item provides an update on implementation steps for the newly established Citizens Advisory Board and seeks confirmation of the Mayoral appointments to the Board. Once seated, the CAB will begin meeting to establish its structure, identify subcommittee leads, and develop a work plan that aligns with Council priorities.

Staff will continue to support the Board’s development by ensuring adherence to public meeting requirements, assisting with agenda planning, and providing background materials as needed.

Financial Impact:

While the financial impact is not fully known at this time, staff anticipates a moderate resource shift to support the newly consolidated Board. These impacts may include:

- Staff time for agenda preparation, facilitation, and follow-up
- Administrative support for scheduling and documentation
- Possible adjustments to other project timelines depending on meeting frequency and workload

Consolidation is expected to yield greater operational efficiency over time compared to supporting three separate committees.

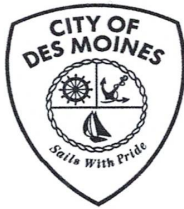
Alternatives:

Council may choose not to confirm the Mayor’s appointments and request alternative candidates.

Recommendation:

Staff recommends the Council confirm the Mayor’s appointments to the Citizens Advisory Board.

EXHIBIT A			
NEIGHBORHOOD	TERM	APPLICANT	TERM EXPIRATION
Business Owner	TBD	Charlene Bacalzo	TBD
Business Owner	TBD	Harpreet Kaur	TBD
Marina Tenant	TBD	Vacant	TBD
Central Des Moines	TBD	Eleanor Duggar	TBD
Marina District	TBD	Bettina Carey	TBD
North Central	TBD	Vacant	TBD
North Hill	TBD	Justin Pirtle	TBD
Pacific Ridge	TBD	Vacant	TBD
Redondo	TBD	Awaiting Appointment	TBD
South Des Moines	TBD	Magdalena Herrera	TBD
Woodmont	TBD	Barton DeLacy	TBD
Zenith	TBD	Colleen Gants	TBD
At Large	TBD	Diane Hoyer	TBD
At Large	TBD	Lin Cashman	TBD
At Large	TBD	Mary Guiberson	TBD
At Large	TBD	MaryEllen Laird	TBD
At Large	TBD	Rick Laycock	TBD
At Large	TBD	Victoria Andrews	TBD
At Large	TBD	Corrine Anderson Ketchmark	TBD
At Large	TBD	Aileen Evans	TBD
At Large	TBD	Jeff Crompe	TBD
At Large	TBD	Randy Richards	TBD



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**
21630 11th Avenue South
Des Moines, WA 98198

Attachment #2

Recvd. 6/5/25

Please Check

NAME: Charlene Bacalzo
ADDRESS: [REDACTED]
CITY/ZIP: [REDACTED]
PHONE: Home [REDACTED] Work [REDACTED]
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 20 yrs
REGISTERED VOTER? yes
E-MAIL ADDRESS: [REDACTED]

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: owner/Puddlejumpers Childcare Ctr @ 21616 7th Pl S, Des Moines, WA 98198 28 years

Are you related to anyone presently employed by the City or a member of a City Board? no
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? no if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I love my town and found this position interesting. I am able to keep my neighbors & business clients and other business owners aware of city interests, activities, and plans for the future. When I'm out & about in my neighborhood or at work, people ask me "whats up" I am happy to provide a positive refershing attitude every time. I would say my contribution is a positive awareness to the community at large.

2. What problems, programs or improvements are you most interest in? I want to be one of those members who made/makes a difference and keep communications open between the CAB & City Council while keeping the people I have contact with informed. I continue to be willing to serve in any needed capacity going forward.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____
I was on the Parks & Rec Advisory board about 17 yrs ago (2008?)



Employment Application | Submitted: 16-Jun-2025

AAA

Harpreet Kaur

Des Moines Citizens Advisory Committee



 [Redacted]
 [Redacted]
 [Redacted]
 USA

Job Location - Des Moines, WA
Department - Administration
Source - Other

Resume

Providing a resume is optional, but additional information can help during the review process. You may upload a file or copy and paste your resume in the space provided below.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name	Link
Harpreet Kaur-CL-Des Moines Citizens Advisory Committee.docx	 Preview Download
Harpreet Kaur-Des Moines Citizens Advisory Committee.docx	 Preview Download

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Documents

There are no documents for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
----------	--------	-------	---------------

Are you over 18? *	Yes	0
Are you a Des Moines Resident? *	No	0
If no, please list the City in which you currently live.	Federal Way	
Date available for appointment to committee: *	6/23/2025	
Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	I can commit up to 20 hours each month to serve on the City Board. I'm passionate about civic engagement and community voice, and I'm prepared to dedicate the necessary time to attend meetings, review materials, and collaborate meaningfully with other committee members.	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/A	
Please list any related professional and or community activities that you are involved in. *	I currently serve on the board of the Center for Women & Democracy, which focuses on civic leadership and gender equity. I am also an active member of Impact 100 Seattle, a philanthropic organization dedicated to empowering women and supporting community initiatives. Professionally, I bring extensive experience in public policy, government relations, and sustainability advocacy, regularly engaging with legislative bodies, community stakeholders, and coalitions to promote equity and inclusion.	

Why do you wish to serve in this capacity and what can you contribute? *

I wish to serve on the Des Moines Citizens Advisory Committee because I am deeply committed to fostering inclusive community engagement and ensuring that diverse voices are heard in local government decisions. Having worked extensively in public policy and community advocacy, I understand the importance of bridging gaps between residents, businesses, and government to create solutions that truly reflect community needs. I can contribute strong skills in stakeholder engagement, strategic communication, and coalition-building, drawing from my experience collaborating with government officials, nonprofits, and business leaders. Additionally, my background in equity-focused policy and sustainability advocacy equips me to bring thoughtful, inclusive perspectives to the Committee’s work. I am eager to support transparent communication, promote civic participation, and help the City Council make well-informed decisions that enhance the quality of life for all residents of Des Moines.

Would you consider being an alternate? *

Yes 0

Please provide an example of how you stay connected regarding events and issues with your neighbors? *

I stay connected with my neighbors through regular communication and by participating in community activities and discussions.

What current issues are you most interested in? *

Education, Safety, parks and Healthcare

Please select from the list below which neighborhood you live in. *

Redondo 0

Additional Questions

Personal Information | Score Total - 0

Question	Answer	Score	Disqualifier?
To support community engagement and language access, are there any languages (other than English) that	I speak, read, and write English fluently. I also speak Punjabi and Hindi fluently.		

you speak, read, or write fluently?
This question is optional and will only be used to support inclusive communication and outreach as part of committee work.

Applicant Statement

I certify that all statements and answers in this application are true and complete to the best of my knowledge. I understand that any misrepresentation or omission may be cause for disqualification from consideration or removal from service if appointed.

By signing below, I acknowledge that this application is for volunteer service on a City board, commission, or committee and does not constitute employment or confer any employment rights.

I agree to the above.

Signature: Harpreet Kaur

Date: 2025-06-16 01:11:19pm

IP Address: 174.21.45.0

Signature

Date



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. 4/11/2025
BSW

Please Check

NAME: Eleanor Duggar
ADDRESS: [REDACTED]
CITY/ZIP: [REDACTED]
PHONE: Home [REDACTED] Work retired
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 4 yrs
REGISTERED VOTER? yes
E-MAIL ADDRESS: [REDACTED]

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: retired but work part time at airport meeting and greeting passengers on cruise lines

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: no

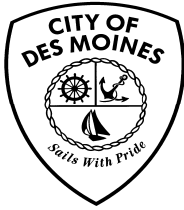
Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? no if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____
I have been a ctive member of this commitee for the past year.. I have lived in Des Moines for almost 25 years and I believe in this city and community

2. What problems, programs or improvements are you most interest in? _____
Relationship with airport, having a thriveing cimmunity all ages.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____
cac for one and a half years



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: MaryEllen Laird
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 27 years
REGISTERED VOTER? Yes
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS:

I am retired, but I have worked in several non-permanent positions with King County Elections during the last 5+ years. This work requires a strong attention to detail and the ability to interact in a composed manner with all kinds of people. In this position, I provide information and direct services to voters and candidates either in person or by telephone/written correspondence. I also have 20+ years' experience in managerial positions with the State of Washington and the Pierce County Workforce Development Board.

Are you related to anyone presently employed by the City or a member of a City Board? No
If yes, explain: N/A

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: N/A

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

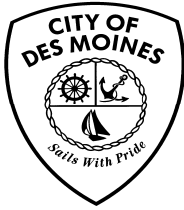
1. Why do you wish to serve in this capacity and what can you contribute?

I was appointed to the CAC in 2023 and have enjoyed being a member of this group. I have appreciated being able to provide input on decisions that impact our city. I have 30+ years of governmental work experience, which included creating and overseeing budgets, and I bring a perspective of what can and can't be done with government funding. During my career, I have had to make difficult decisions due to budget shortfalls, and those skills might be of value to the city in the near future. I've also participated in the creation and implementation of strategic work plans.

2. What problems, programs or improvements are you most interested in?

I am most interested in seeing our city continue to grow and prosper economically, and I am excited that our city has pledged to assist businesses in their growth and success. We did a great job in hiring our newest City Manager who shares this vision. Des Moines is an amazing city and we are doing a very good job of keeping our city safe and vibrant. Our website really showcases our desire to recruit new businesses and clearly gives prospective new business owners everything they need to do to locate here. The Des Moines Comprehensive Plan, "Des Moines 2035: Charting Our Course for a Sustainable Future" is very well written. I love our community activities like our Farmer's Market, Waterland Parade, Pride Fest, Blues and Brews, etc. I hope that we are able to continue providing activities for our youth.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: N/A



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

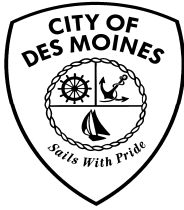
Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: Bettina Carey
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work same
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS nearly 3yrs
REGISTERED VOTER? yes
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: Self-employed, as founder + principal in my own business, I bring over 32 years of experience in marketing, media production, public relations, and strategic communications. Since 1992, my company has supported hundreds of small businesses, non-profits, government agencies, and community-based initiatives.

Are you related to anyone presently employed by the City or a member of a City Board? No

If yes, explain: amplifying their message, build meaningful relationships with their audiences, and achieve measurable outcomes

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I would be honored to be re-appointed to the Committee, formerly known as CAC. My desire to serve stems from a deep commitment to civic engagement and community building. As a resident, nearly 3yrs I believe I could bring a wealth of experience in public strategic communication, community outreach, and event planning. I believe these strengths are essential in building public trust, improving communication between city leadership and residents, and elevating the visibility of important city initiatives.

2. What problems, programs or improvements are you most interest in? Additionally, as a retired nurse who remains active in the healthcare industry/advocacy - currently serving as a legislative advocate for the UW - I understand how vital it is to connect policy with people. I bring a collaborative spirit and a community centered approach to every project and conversation.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: with a strong belief in the power of inclusive, informed decision making.

I am particularly interested in public safety and well-being; transparent and effective communication; economic revitalization and small business support; civic engagement and volunteerism; and, events and cultural programming.



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

Recvd. _____ 21630 11th

Avenue South
Des Moines, WA 98198

Please Check

NAME: Corrine Anderson-Ketchmark

REGISTERED VOTER? yes

E-MAIL ADDRESS:

Business

ADDRESS: _____

Central Des Moines

CITY/ZIP: _____

Marina District X

North Central

Pacific Ridge

PHONE: Home _____

Redondo

Work _____

South Des Moines Woodmont

LENGTH OF RESIDENCE AT THE ABOVE

Zenith

ADDRESS 6 years _____

EMPLOYMENT SUMMARY LAST FIVE YEARS:

Retired

Are you related to anyone presently employed by the City or a member of a City Board?

No If yes, explain:

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe:

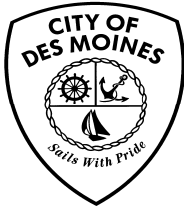
IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I have extensive experience and knowledge of social service/human services. I understand and have direct experience the funding and financial dynamics of social services and service delivery systems. I am interested in contributing to improving an strengthening the social services for families and children in the greater Des Moines area. I am a retired School Social Worker and have coordinated and delivered services to children and families for over 30 years. I served in leadership positions on the state, local and National level in School Social Work and other related areas. My resume is on file with the City of Des

Moines. _____

2. What problems, programs or improvements are you most interest in? Services to children and families with low incomes that will improve their lives. _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: Served on the Human Services Committe for four years. _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

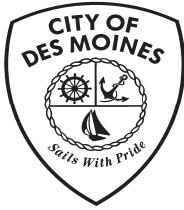
Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: Jeff Crompe _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 14 years _____
REGISTERED VOTER? Yes _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: Self Employed _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: NO _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____
I've been the Chairman of the Senior Committe for 6 years and wish to reamin active in that capapcity
I would also consider being on the Arts Committee

2. What problems, programs or improvements are you most interest in? Mainly to be involved in the G

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____
Appointed to the Senior Ciommittee 6 years ago.



CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: RANDY RICHARDS
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 8 YEARS
REGISTERED VOTER? YES
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS:
RETIRED/GOVERNMENT

Are you related to anyone presently employed by the City or a member of a City Board? NO
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? NO if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute?
I WISH TO REPRESENT THE VIEWS OF MY FELLOW NEIGHBORS AND RESIDENTS OF THE ADRIANA SENIOR APARTMENTS AS WELL AS THE CITIZENS RESIDING IN THE MARINA DISTRICT.

2. What problems, programs or improvements are you most interest in?
INCREASE IN PUBLIC SAFETY AND BUSINESS DEVELOPMENT.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously:
THE DES MOINES SENIOR CITIZENS ADVISORY COMMITTEE.



Employment Application | Submitted: 17-Jun-2025

AAA

Justin Pirtle

Des Moines Citizens Advisory Committee



Job Location - Des Moines, WA
 Department - Administration
 Source - Other - This website

Resume

Providing a resume is optional, but additional information can help during the review process. You may upload a file or copy and paste your resume in the space provided below.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Justin Pirtle.docx

Preview Download

Text Only Resume

Justin Pirtle

PROFESSIONAL EXPERIENCE

Expedia Group, Seattle, WA

Finance Manager ,October 2022 - Current

Manage insurance business (Insurtech) P&L activity worth \$750M annual revenue through rates based forecasting, evaluating new business opportunities, and partnering with product development teams to estimate financial impacts from new products and product iterations

Led financial modeling for renegotiation of key supplier contract worth \$350M annual revenue by working with product SMEs and leveraging various data sources to develop a comprehensive view of all relevant financial measures to provide recommendations on key areas of negotiation such as commissions rates, contractual payments, and profit-sharing provisions

Contribute financial reporting to bi-weekly trading meeting to aid in identifying and addressing emergent business issues, to guide decision making and socialize key drivers of current and future business performance

Analyze global insurance product performance on a weekly basis to estimate current month revenue pacing and monitor key performance indicators

Truecordia, Lehi, UT (formerly PCF Insurance Services)

Finance Manager ,May 2022 - October 2022

Created a detailed operating plan and long-term financial model for the West region worth \$200M annual revenue through development of proforma financial statements for new acquisitions and collaboration with accounting to ensure acquisition financial activity is recorded accurately

Calculated earnout payment projections for newly acquired offices and partnered directly with local management teams to regularly monitor key profitability and growth metrics

Pacific Market International, Seattle, WA (acquired by HAVI Group Sep 2021)

Senior Financial Analyst/Business Manager ,July 2019 - April 2022

Developed and coordinated global weekly pacing model to forecast revenue and cash receipts impacts from shipping delays related to COVID-19

Oversaw \$35M Private Label business unit financial activities including business case development, budgeting and forecasting, financial reporting and developing tools to analyze potential sales opportunities

Facilitated global budgeting and forecasting of \$350M annual revenue including all CAPEX and tooling planning and associated business reviews and administered Hyperion Oracle to receive inputs from all business units

USI Insurance Services, Seattle, WA

Senior Financial Analyst ,Oct 2016 - July 2019

Partnered with local practice leaders to develop budgets and forecasts totaling \$45M annual revenue and assist in month end close and monthly business reviews

Compiled financial statements and KPI dashboard for West Region on a monthly basis and presented to Regional CFO and corporate finance partners

The Boeing Company, Everett, WA

Business Analyst II/Business Skills Rotation Program ,June 2012 - July 2016

Maintained budgets and forecasts for engineering and production teams and provided detailed variance analysis in program reviews for both cost and schedule

Chaired volunteer team to develop innovative Excel tools that drove cost savings and streamlined processes

EDUCATION

Arizona State University, WP Carey School of Business, Tempe, AZ

Bachelor of Science Finance

Bachelor of Science Accountancy

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Documents

There are no documents for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	6/24/2025 start		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	Yes	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	5-8hrs		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	No		
Please list any related professional and or community activities that you are involved in. *	Blueberry Lane HOA - Treasurer		
Why do you wish to serve in this capacity and what can you contribute? *	I moved to Des Moines in 2020 and really enjoy the community. I joined my HOA to help give back and am looking for additional opportunities to volunteer for the larger Des Moines community		
Would you consider being an alternate? *	Yes	0	

Please provide an example of how you stay connected regarding events and issues with your neighbors? *

As an HOA officer I deal with neighborhood issues including complaints, suggestions, requests...etc

What current issues are you most interested in? *

The 509 expansion

Please select from the list below which neighborhood you live in. *

North Hill

0

Additional Questions

Personal Information | Score Total - 0

Question	Answer	Score	Disqualifier?
To support community engagement and language access, are there any languages (other than English) that you speak, read, or write fluently? This question is optional and will only be used to support inclusive communication and outreach as part of committee work.	This question was not answered.		

Applicant Statement

I certify that all statements and answers in this application are true and complete to the best of my knowledge. I understand that any misrepresentation or omission may be cause for disqualification from consideration or removal from service if appointed.

By signing below, I acknowledge that this application is for volunteer service on a City board, commission, or committee and does not constitute employment or confer any employment rights.

I agree to the above.

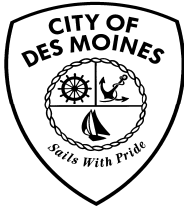
Signature: Justin Pirtle

Date: 2025-06-17 03:16:55pm

IP Address: 73.97.230.53

Signature

Date



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: Charles (Chuck) Coleman
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 9 years
REGISTERED VOTER? yes
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: Retired with 50 years experience in real estate planning, design, construction, leasing, sales and property mangement on various commercial retial, office, multi family, civic, recreational and public projects in many multiple domestic and foreign locations. Retired licensed Architect with national registration accreditation.

Are you related to anyone presently employed by the City or a member of a City Board? no
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? no if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? Previous active member of Citizens Advisory Committee, participated in several selection committees for hiring several municipale positions including city manager and police chief and assistant police chief. Attend many City Council and Committee meetings. Member of Police Advisory Committee for over 2 years. Lead community organizations. To summarize, I believe in giving back to our city and environment and leaving a place better than I found it when I arrived.

2. What problems, programs or improvements are you most interest in? Finance, Public Safety, Public Works, Engineering, Public Facilities, Budget, Planning, Building Code.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: Citizens Advisory Committee, Police Advisory Committee



Employment Application | Submitted: 15-Jun-2025

Lisa Franz

 [Redacted]
 [Redacted]
 [Redacted]
 USA

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA
Department - Administration
Source - Other - At a Redondo Community Association Meeting

Resume

Providing a resume is optional, but additional information can help during the review process. You may upload a file or copy and paste your resume in the space provided below.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Documents

There are no documents for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

Date available for appointment to committee: *	June 16, 2025	
Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	No	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	20	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	NA	
Please list any related professional and or community activities that you are involved in. *	I am currently a member of the leadership team for the Redondo Community Association.	
Why do you wish to serve in this capacity and what can you contribute? *	I care about safety and the well-being of residents in the City of Des Moines and in my Redondo community.	
Would you consider being an alternate? *	Yes	0
Please provide an example of how you stay connected regarding events and issues with your neighbors? *	I'm part of the leadership team for the Redondo Community Associations. In addition to attending leadership and community meetings, I help plan events for the community, such as the RCA garage sale last summer, which raised money to be used for community safety. This event also brought the community together.	
What current issues are you most interested in? *	Community safety and the city budget. Communicating with all districts of Des Moines.	
Please select from the list below which neighborhood you live in. *	Redondo	0

Additional Questions

Personal Information | Score Total - 0

Question	Answer	Score	Disqualifier?
<p>To support community engagement and language access, are there any languages (other than English) that you speak, read, or write fluently? This question is optional and will only be used to support inclusive communication and outreach as part of committee work.</p>	<p>This question was not answered.</p>		

Applicant Statement

I certify that all statements and answers in this application are true and complete to the best of my knowledge. I understand that any misrepresentation or omission may be cause for disqualification from consideration or removal from service if appointed.

By signing below, I acknowledge that this application is for volunteer service on a City board, commission, or committee and does not constitute employment or confer any employment rights.

I agree to the above.

Signature: Lisa A Franz

Date: 2025-06-15 08:46:15am

IP Address: 76.121.148.150

Signature

Date



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

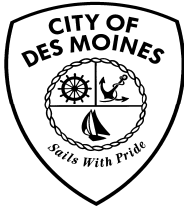
Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

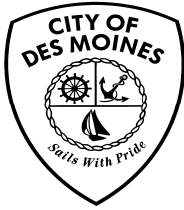
Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: _____
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home _____ Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____
REGISTERED VOTER? _____
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

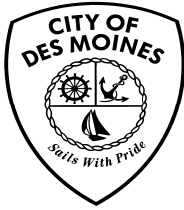
Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? _____

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: _____



**CITY OF DES MOINES
APPLICATION FOR CITIZENS
ADVISORY BOARD**

21630 11th Avenue South
Des Moines, WA 98198

Recvd. _____

Please Check

NAME: Diane T. Hoyer
ADDRESS: _____
CITY/ZIP: _____
PHONE: Home N/A Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 7 yrs.
REGISTERED VOTER? YES
E-MAIL ADDRESS: _____

- Business
- Central Des Moines
- Marina District
- North Central
- Pacific Ridge
- Redondo
- South Des Moines
- Woodmont
- Zenith

EMPLOYMENT SUMMARY LAST FIVE YEARS: I am retired.

Are you related to anyone presently employed by the City or a member of a City Board? NO
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? NO if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I wish to serve on the Human Services Advisory Committee (HSAC) because it is important our Des Moines residents receive medical, dental and other services in Des Moines and the nearby surrounding area. This grant money allows our residents to receive care from the not-for-profits that have been selected based on the need criteria outlined in the Grant Guidelines and will best serve our Des Moines residents. I have contributed to this Committee by reading new applications, reading quarterly reviews and participate in budget recommendations, when necessary.

2. What problems, programs or improvements are you most interest in? I am interested to continue serving on the HSAC and am looking forward to serve with other passionate individuals who want to help ensure the most vulnerable in our Community are receiving assistance.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: HUMAN SERVICES ADVISORY COMMITTEE