



AGENDA
DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, March 12, 2026 - 6:00 PM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

Comments from the Public Sign-Up Sheet

REGIONAL COMMITTEE REPORT

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. **Update from Explore Seattle Southside & FIFA 2026** - 20 Minutes
Staff Presentation:
Katherine Caffrey, City Manager
- Item 2. **South King Housing and Homelessness Partners (SKHHP) Housing Capital Fund** - 10 Minutes
Staff Presentation:
Rebecca Deming, Community Development Director
- Item 3. **Marina Steps Project Update** - 20 Minutes
Staff Presentation:
Michael Slevin, Public Works Director

CONSENT AGENDA

- Item 1. **Approval of Vouchers**
Motion: "I move to approve the payment vouchers through February 26, 2026, and payroll transfers through March 05, 2026, in the attached list and further described as follows:"

EFT Vendor Payments	#13134 - #13239	\$1,743,905.50
Wires	#3237 - #3259	\$1,454,667.64
Accounts Payable Checks	#167350 - #167402	\$719,272.98
Payroll Checks	#20049 - #20062	\$9,807.67
Payroll Advice	#16466 - #16957	\$1,479,897.64

Total Checks and Wires for A/P & Payroll: \$5,407,551.43

Item 2. **Approval of Minutes**

Motion: "I move to approve the minutes from the City Council Study Session held on February 05, 2026, and the City Council Regular Meeting held on February 12, 2026."

Item 3. **South King Housing and Homelessness Partners - Allocation of Funds**

Motion: "I move to enact Draft Resolution No. 26-016 and authorize the allocation of \$31,264 from the City of Des Moines's contribution to the SKHHP Housing Capital Fund to finance affordable housing in South King County communities in concurrence with the SKHHP Executive Board's recommendation."

Item 4. **Density Bonus for Religious Properties Ordinance - 2nd Reading**

Motion: "I move to adopt Draft Ordinance No. 25-125 Density Bonus for Religious Properties"

Item 5. **Tree Preservation Program Grant Award and Task Assignment**

Motion 1: "I move to approve the Washington State Department of Commerce Salmon Recovery Grant between the City of Des Moines and the Washington State Department of Commerce for the funding of the urban forest operations and maintenance project and further authorize the City Manager to sign said Grant substantially in the form as submitted."

Motion 2: "I move to approve the 2026-2027 On-Call General Civil Engineering Task Assignment 2026-03 with Parametrix Inc., to provide development of the urban forest operations and maintenance project in the amount of \$80,000.00 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

Item 6. **Redondo Manhole Replacement Project – Construction Contract Award**

Motion: "I move to approve the Public Works Contract with AA Asphaltting (Contractor) for the Redondo Manhole Replacement Project in the amount of \$81,560 and further authorize the City Manager to sign said Contract substantially in the form as submitted."

Item 7. **2026 Field House Maintenance**

Motion: "I move to approve the Public Works Contract with Long Painting Company in the amount of \$57,006.14 and the MacDonald-Miller Proposal #1295CW v2 in the amount of \$54,321.22 for 2026 Field House Maintenance, authorize a project construction contingency in the amount of \$13,500.00, and further authorize the City Manager to sign said Public Works Contract and Proposal substantially in the forms as submitted."

UNFINISHED BUSINESS

Item 1. **Planning Commission Appointments - 30 Minutes**

Staff Presentation:

Rebecca Deming, Community Development Director

Motion 1: "I move the appointment of Danielle Anderson, Traci Buxton, Charles Coleman, Michelle Curry, Barton DeLacy, Colleen Gants, and Nicole Gunkle to the Planning Commission"

Motion 2: "I move _____(four) commissioners to four-year terms and _____(three) commissioners to two-year terms."

Item 2. **Sixgill Shark Commemorative Street Name - 10 Minutes**

Staff Presentation:

Tommy Owen, City Engineer

Motion: "I move to enact Draft Resolution No. 26-015, establishing a commemorative name of "Sixgill Shark Way" for the section of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast."

Item 3. **Salary Commission Ordinance - 1st Reading - 10 Minutes**

Staff Presentation:

Matt Hutchins, Assistant City Attorney

Motion: "I move to pass Draft Ordinance No. 26-001 to a second reading on the next available regular Council meeting agenda."

Item 4. **\$10 Car Tab Fee Increase - 1st Reading - 10 Minutes**

Staff Presentation:

Matt Hutchins, Assistant City Attorney

Motion: "I move to pass Draft Ordinance No. 25-080, to a second reading on the next available regular City Council meeting agenda."

NEW BUSINESS

Item 1. **New Agenda Items for Consideration - 5 Minutes**

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

Labor Negotiations under RCW 42.30.140(4)(a) and Sale or Lease of Public Property - RCW 42.30.110(1)(c) - 25 Minutes

NEXT MEETING DATE

March 26, 2026 City Council Regular Meeting

ADJOURNMENT

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

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

[Projected Future Agenda Items](#)



CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

March 12, 2026

NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
Des Moines Yacht Club Commodore, Dan Wahlstrom		2026 DMYC Annual Update	DWAHLSTROM4@GMAIL.COM
Rus Higley	MAST Center Aquarium	Sixgill Shark Way	RHIGLEY@HIGHLINE.EDU
Chris D	DM	Flock	
Judy K	Dm	Flock	
Christie A	DM	Flock	
Bill Linscon	DM	Beach Park Ground	

**City Council
AGENDA ITEM**

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

SUBJECT: Update from Explore Seattle Southside & FIFA 2026 - 20 Minutes

ATTACHMENTS:

1. Des Moines Council FIFA 26
Presentation
2. FIFA World Cup Celebration Event
Update PowerPoint

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Administration

DATE SUBMITTED:

CLEARANCES:

Purpose and Recommendation

Mark Everton, President of Seattle Southside RTA, will provide an update on Visit Seattle Southside's activities, including plans for FIFA 2026. Staff will present a proposed community event to celebrate the World Cup in Des Moines.

Suggested Motion:

Background

Discussion

Alternatives

Financial Impact

Recommendation



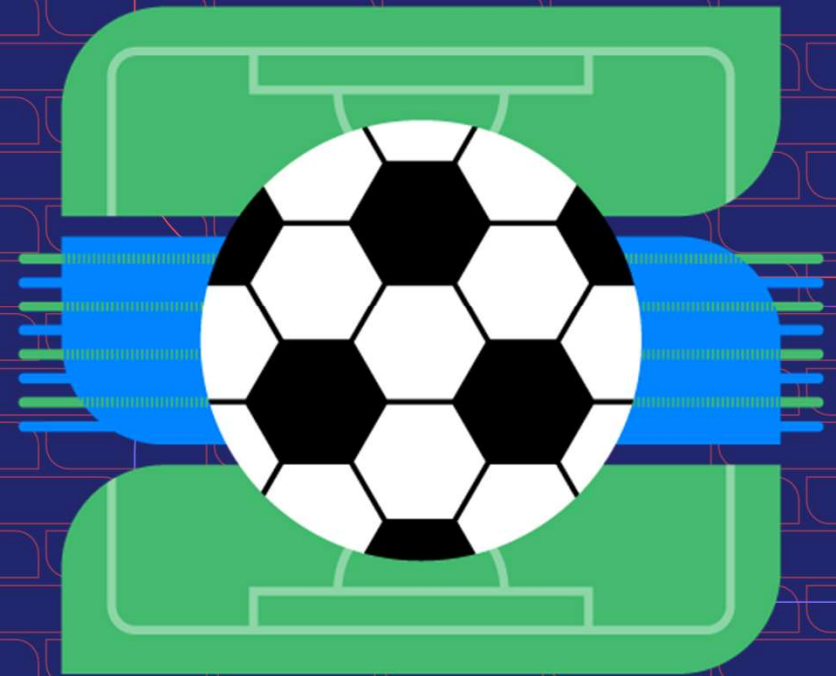
Getting Ready

90 Days Out

3.12.2026

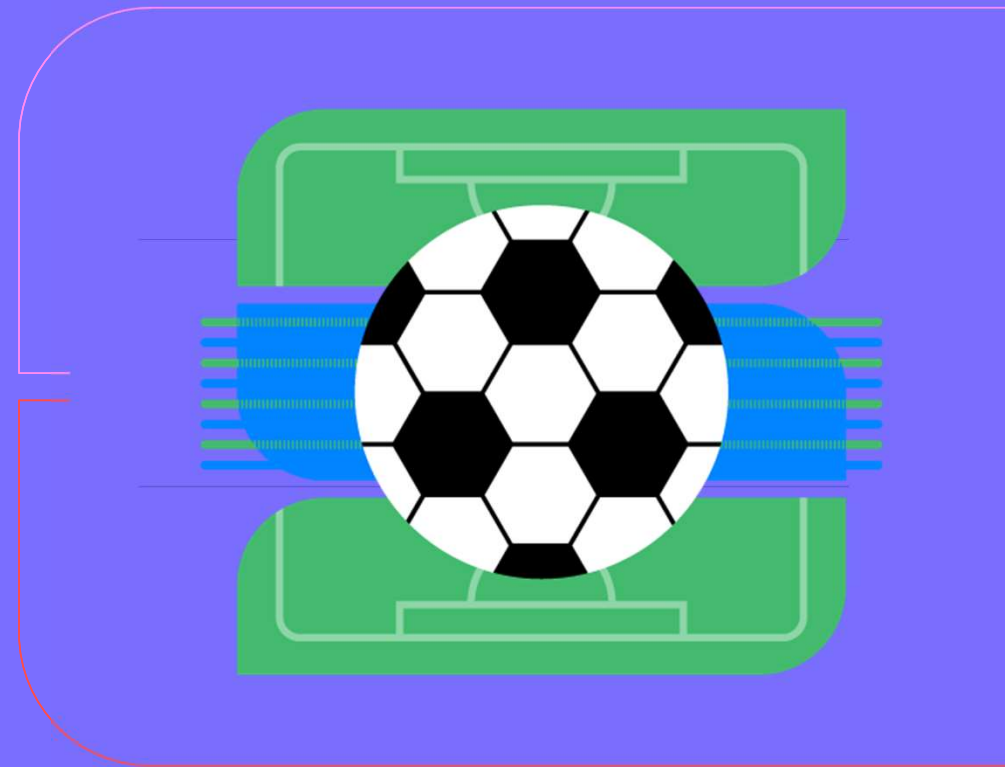
Mark Everton
Explore Seattle Southside

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Agenda

- Overview
- Tickets
- Viewing/Watch Parties
- Branding
- Hotel impacts
- Base Camps



Overview

FIFA World Cup 26

International tournament among nations

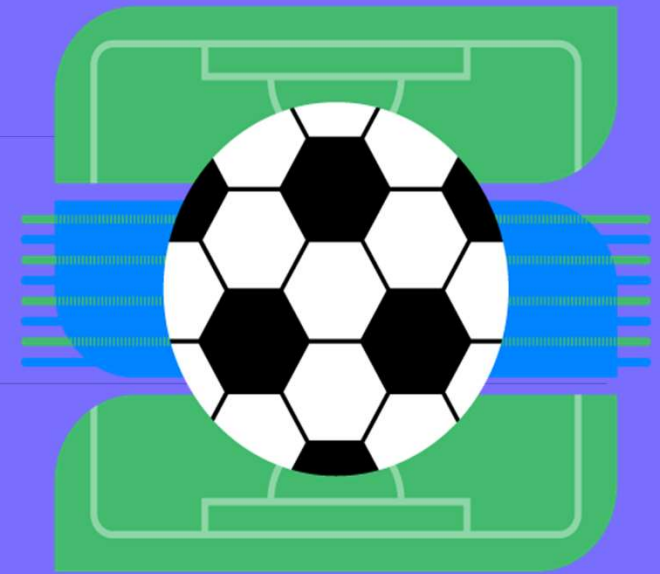
June 11 – July 19, 2026 (Seattle June 15 – July 6)

Size and Scale

48 teams

18 host cities

104 matches across the continent (6 in Seattle)



Overview

Group stage starts June 11

Seattle 1st match: 6/15 Belgium v Egypt - noon

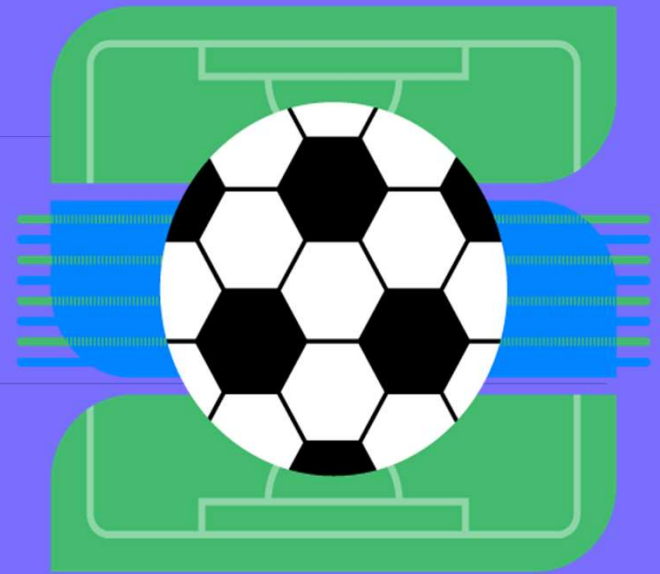
6/19 USA v Australia – noon

6/24 Qatar v TBD – noon

**6/26 Egypt v Iran (likely not Iran – cancelled/
another team chosen)**

Round of 32: 7/1 Seattle R32 match – Likely Belgium v ??

Round of 16: 7/6 Seattle R16 match ??? v ???



Tickets

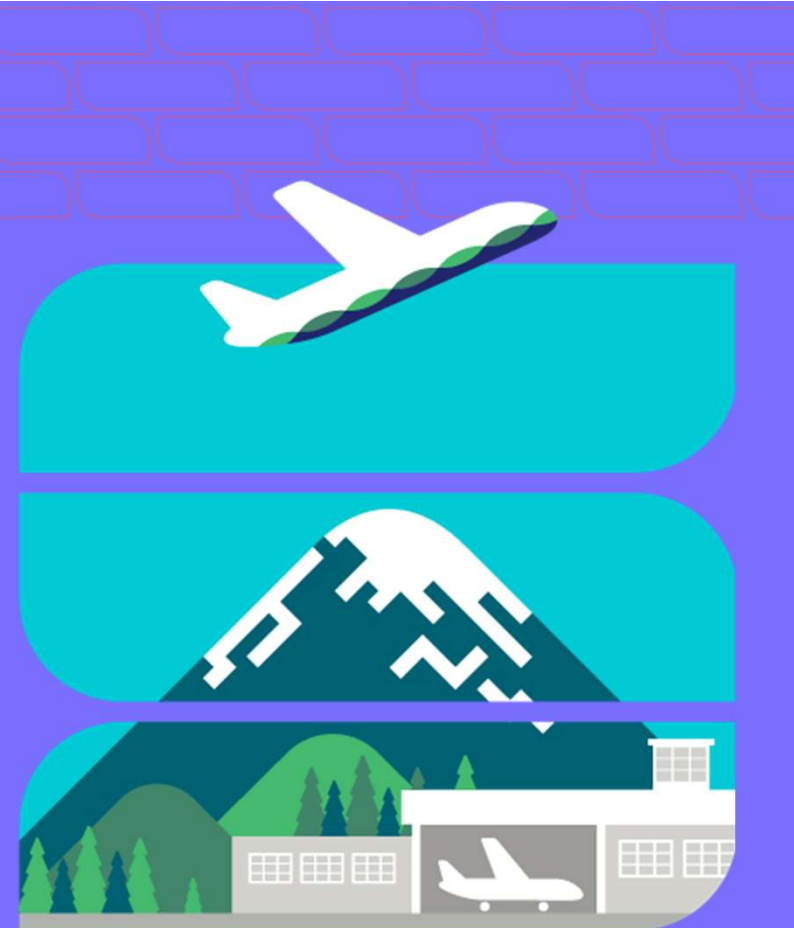
Initial tickets sold via a 'lottery'.

- FIFA indicated there are 7mil seats available and expect to sell 5mil or 71% of the seats. 500 mil entrants in lottery to buy tickets.
- Additional unexpected sale in late Feb – Seats for all matches at Lumen were available.
- Final sale planned in April

Cheapest ticket for Belgium v Egypt: \$406/\$490/\$535 (Stub Hub 2.10/2.19/3.4)

Cheapest ticket for USA v Australia: \$1,112/\$1,667/\$1,434 (Stub Hub 2.10/2.19/3.4)

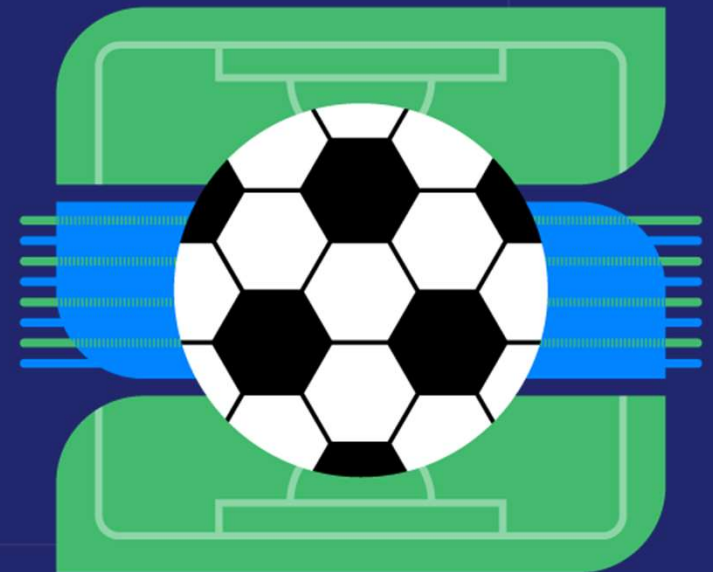
Cheapest ticket for Egypt v Iran: \$352/\$341/\$337 (Stub Hub 2.10/2.19/3.4)

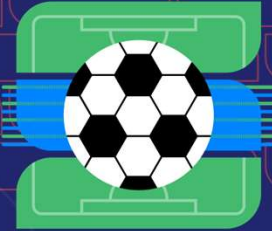


Viewing Party Playbook

By the Seattle Sports Commission in partnership with SeattleFWC26

- Broadcast on *Fox & Telemundo*, streaming in *Spanish on Peacock*
- Three types of viewing events defined by FIFA:
 1. Commercial Public Viewing
 2. Non-Commercial Public Viewing
 3. Special Non-Commercial Public Viewing





Licensee Categories Defined

1. Commercial Public Viewing
Public viewing events that charge a direct or indirect fee and or sponsorship or commercial rights are used to generate revenue. ***License required.***
2. Non-Commercial Public Viewing
Public viewing events that are in commercial establishments (restaurants, hotels, pubs, clubs and bars) but have no additional commercial activities. ***License required (w/o license viewing may be limited).***
3. Special Non-Commercial Public Viewing
Any non-commercial public viewing event that has the capacity that exceeds 1,000 spectators. ***License required.***

Watch Parties

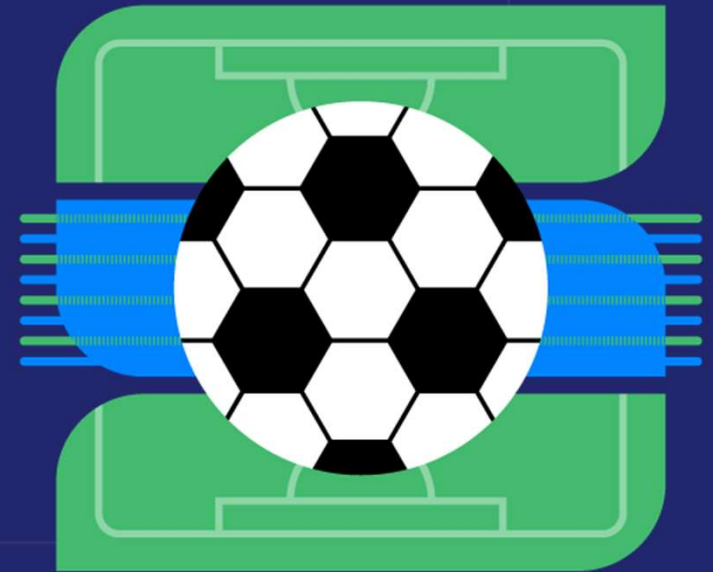
- Large Seattle Fan Festival had been planned for Seattle Center (50k ppl/day) – Cancelled
- Instead, Seattle is hosting 4 smaller “Fan Celebration” activations on Seattle game days with limited capacity.
- Visitors and residents will be less inclined to go downtown and will look for activations locally.

Tukwila:

2nd floor of the vacant Sears building at Southcenter
Outdoor watch party along Baker Blvd

SeaTac:

3 fan activation zones planned along International Blvd.



Branding

Three levels of Branding:

1. “FIFA” “World Cup” & use of FIFA 26 logos and images of the trophy – Only FIFA and FIFA’s partners are allowed to use (Coke, VISA, Adidas, etc).
2. Local Organizing Committee – “ Seattle FWC26” branding reserved for the LOC and Host City Supporters (Puyallup Tribe of Indians)
3. Visit Seattle created a local playbook: “SEA26” & “Let’s Play SEA 26”. Tukwila has created their own “Tukwila26” brand.



Hotel Impact

Economic forecasts were predicting 2026 hotel occupancy to be like 2025, albeit with higher average rates.

Airbnb study indicates that there will be 25,000 people in the Seattle area in STR's during the matches.
(25,000ppl/21 days/3ppl = 600 rental units or about 12% of active Airbnb listings in Seattle).

Looking at 'SeaTac' 7-night rates at hilton.com & marriott.com:

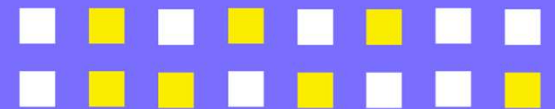
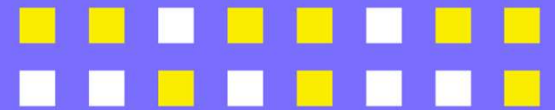
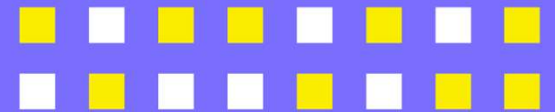
June 12-19: \$299 to \$543 per night

July 10-17: \$129 to \$305 " "

Current 'FIFA' rates are approx. double the rate for normal summer rates

Hotels are reporting that FIFA is cancelling contracts in Seattle Southside.

HOTEL



Base Camps



64 different locations for the countries to select from

WA has the Sounders facility in Renton and Gonzaga in Spokane as possible Base Camps. Neither has been chosen.

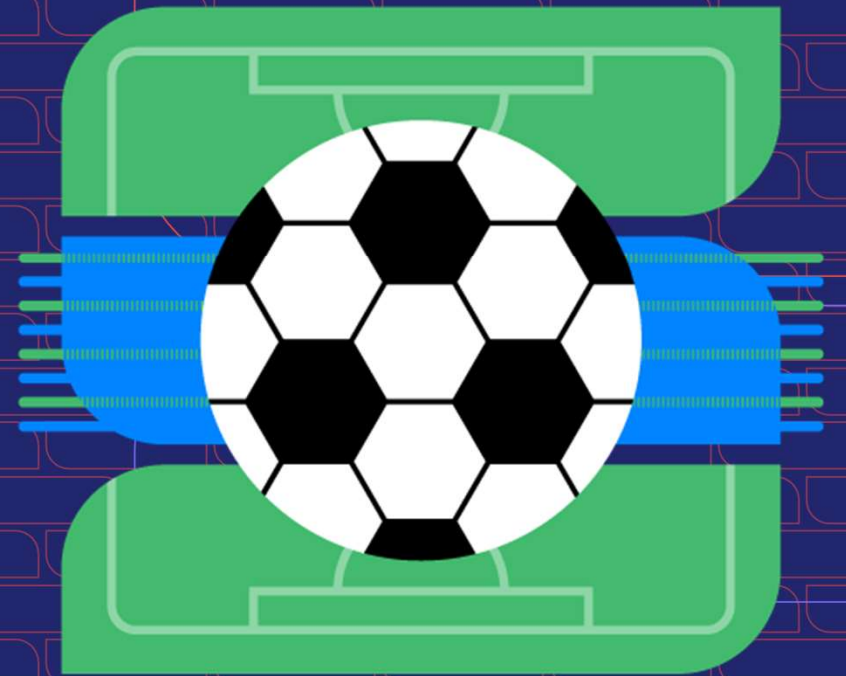
The expectation is that Belgium will select Renton. Egypt is also a possibility for Renton. Australia is in Oakland CA and Qatar is in Santa Barbara CA.

Neither Belgium or Egypt is expected to draw fans to the area.

Hotel accommodations for the team at Renton will be the Hyatt Regency at Lake WA.



Thank You





FIFA World Cup Celebration Event Update

March 12, 2026

FIFA 2026

- Six matches will be held at Seattle's Lumen Field between June 15 and July 6
- Fan zones throughout Seattle and several south King County cities
 - Significant events/ fan events planned in SeaTac and Tukwila
- Friday, June 19 USA vs. Australia game at Noon (Juneteenth Holiday)
- Exploring partnership with Des Moines Theater to broadcast the game and invite the community to watch and join in the fun!





Celebrate FIFA in Des Moines!

- **City will provide:**
 - Secure Viewing Party license from FIFA (nominal cost)
 - Marketing for the community viewing party using FIFA branding guidelines
 - Information to the community about Des Moines celebration, as well as celebration events in surrounding communities
- **Theater will provide:**
 - Logistics
 - Venue and seating for attendees
 - Event will be free of charge with food and drink for sale at venue

A large, stylized sailboat graphic on the left side of the slide. The sail is white and light blue, and the hull is dark blue. Below the sailboat, the text "Des Moines WATERLAND CITY" is visible.

Additional Way We Are Celebrating

- FREE day of soccer presented by Community Enrichment Services
 - Pop up soccer clinic for kids
 - Free soccer ball giveaway
 - More details to come



Discussion & Questions



**City Council
AGENDA ITEM**

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

**SUBJECT: South King Housing and Homelessness Partners (SKHHP) Housing
Capital Fund - 10 Minutes**

ATTACHMENTS:

1. South King Housing and
Homelessness Partners (SKHHP)
Housing Capital Fund
Recommendations PowerPoint

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Community Development

DATE SUBMITTED:

February 26, 2026

CLEARANCES:

Community Development

Purpose and Recommendation

Receive presentation from SKHHP representative.

Suggested Motion:

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Background

For full background and discussion, see SKHHP agenda item on the consent calendar.

Discussion

Alternatives

Financial Impact

Recommendation

South King Housing and Homelessness Partners (SKHHP) Housing Capital Fund Recommendations

Claire V. Goodwin, SKHHP Executive Manager





SKHHP's Housing Capital Fund

- Meaningful opportunity to pool funds together with neighboring cities to collaboratively make an impact on the subregion's affordable housing shortage.
- Funds pooled from eleven member jurisdictions:
 - Auburn
 - Burien
 - Covington
 - Des Moines
 - Federal Way
 - Kent
 - Maple Valley
 - Normandy Park
 - Renton
 - SeaTac
 - Tukwila
- 2019: SHB 1406 (RCW 82.14.540) became law allowing jurisdictions to enact a local sales tax for the purpose of affordable housing; sales tax is a recapture of a portion of existing sales tax
- 2020: HB 1590 (RCW 82.14.530) became law allowing jurisdictions to impose a 0.1% local sales and use tax to support affordable housing; limited window to act before County collected revenue



2025 Housing Capital Fund

- The SKHHP Advisory Board reviewed and made recommendations to the SKHHP Executive Board to fund three of the six projects.
- The SKHHP Executive Board agreed with recommendation and is seeking concurrence from each jurisdiction.
- The recommendation totals \$3,942,850
 - \$922,000 from SHB 1406
 - \$3,020,850 from HB 1590



Recommended Projects

1. **African Community Housing & Development – African Diaspora Cultural Anchor Village: SeaTac**
 - 129-unit multifamily rental TOD development
 - 30%-60% of area median income (AMI); 55 units set-aside for families with children and 13 units set-aside for households with a physical disability.
 - \$1,200,000
2. **St. Stephen Housing Association – Steele House: Renton**
 - 6 three-bedroom rental townhomes
 - 50% AMI serving families exiting homelessness. City of Renton funded directly in 2025.
 - \$1,820,850
3. **Mental Health Housing Foundation – Steel Lake: Federal Way**
 - 20-unit multifamily rental development
 - 30% & 50% AMI serving individuals with severe and persistent mental illness
 - \$922,000



Proposed Funding Sources for Recommended Projects – HB 1590

Jurisdiction	1. ACHD-African Diaspora Cultural Anchor Village	2. St. Stephen- Steele House	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Covington	\$ 87,693	\$ 133,064	\$ 220,387	\$ 460	\$ 2,224	\$ 2,314
Kent	\$ 914,654	\$ 1,387,873	\$2,322,228	\$ 4,434	\$ -	\$ 24,135
Maple Valley	\$ 197,653	\$ 299,913	\$ 500,000	\$ 1,075	\$ 1,707	\$ 5,216
Total	\$ 1,200,000	\$ 1,820,850	\$3,042,615	\$ 5,969	\$ 3,931	\$ 31,665



Proposed Funding Sources for Recommended Projects – SHB 1406

Jurisdiction	Mental Health Housing Foundation – Steel Lake	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Auburn	\$ 137,138	\$ 134,352	\$ 807	\$ 2,026	\$ 47
Burien	\$ 65,453	\$ 64,134	\$ 382	\$ 959	\$ 22
Des Moines	\$ 31,264	\$ 30,667	\$ 199	\$ 409	\$ 11
Federal Way	\$ 121,813	\$ 119,350	\$ 770	\$ 1,735	\$ 42
Kent	\$ 211,663	\$ 185,561	\$ 1,150	\$ 25,024	\$ 72
Normandy Park	\$ 5,636	\$ 5,554	\$ 32	\$ 52	\$ 2
Renton	\$ 227,503	\$ 223,465	\$ 1,343	\$ 2,772	\$ 77
Tukwila	\$ 121,530	\$ 120,642	\$ 459	\$ 470	\$ 41
Total	\$ 922,000	\$ 883,725	\$ 5,142	\$ 33,447	\$ 314

Thank you

Claire V. Goodwin, SKHHP Executive Manager
cvgoodwin@skhhp.org



**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Marina Steps Project Update - 20 Minutes

ATTACHMENTS:

1. Marina Steps Project Update and Art Installation PowerPoint

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

March 02, 2026

CLEARANCES:

City Clerk
Courts
Public Works
Parks Recreation & Senior Services
Marina
Finance

Purpose and Recommendation

The purpose of this agenda item is to update City Council on the Marina Steps Project, present options for a seasonal holiday tree display, and identify potential future public art installation sites.

Suggested Motion:

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Background

Following the 2025 value engineering effort to reduce project risk and cost, the City re-advertised the Marina Steps Project in September 2025. This process preserved the core design features while scaling back larger elements—such as cantilevered overlooks and decorative logs—to ensure the project remained feasible within available resources.

At its October 29, 2025 meeting, the City Council awarded the public works construction contract to Bayshore Construction Company, formally moving the project into the construction phase.

Construction began in late January 2026 and is currently on schedule for substantial completion in December 2026. This timeline also allows staff to finalize complementary elements of the project, including the potential integration of public art along the vertical wall surfaces and the selection of a signature holiday tree for the plaza. These elements will help ensure the Marina Steps provides a welcoming and high-quality pedestrian connection between Downtown and the Marina floor upon its opening.

Discussion

Staff will brief Council on potential seasonal programming and public art installations, including the following elements:

- **Holiday Display**: A signature seasonal display is proposed for the plaza area adjacent to the water feature. This location ensures high visibility from the surrounding downtown core, driving seasonal foot traffic to the area.
- **Holiday Tree Selection**: Staff proposes the use of a professional-grade artificial "Olympia Pine" tree, selected for its durability, realistic appearance, and specialized internal anchoring system, designed for outdoor installations.
- **Lighting & Maintenance**: The display would utilize warm white C7 LED lighting to provide a classic aesthetic while improving long-term energy efficiency and reducing maintenance needs.
- **Art Installations**: The design utilizes multiple vertical wall surfaces and walkway segments that can support a dynamic artistic program, including mosaic installations. Larger sculptural pieces may also be featured on dedicated plinths within the plaza area. To support local culture and economic development, the City could prioritize opportunities to collaborate with local artists for these installations.

Alternatives

Council may choose to defer the selection of art and holiday features to a later date; however, early identification allows for the necessary infrastructure (such as electrical outlets and anchoring points) to be integrated during the current construction phase. Staff explored three potential tree options for the plaza display: the Mountain Pine, Olympia Pine and Carolina Tower Tree. Additionally, staff evaluated the feasibility of using a live Christmas tree each holiday season; however, due to the recurring costs associated with procurement, installation and disposal, staff determined that an artificial tree is a more cost-effective and sustainable option for long-term use.

Financial Impact

In December 2025, the City hosted the Holiday Tree Lighting at the Marina. The event was very well received by the public, and has the potential to grow and expand into a community tradition. The Marina Steps project provides an opportunity to identify a location for a Holiday Tree to be used each year. The natural trees at the Marina are not traditional "Christmas trees." Because there is lead time required to procure and install a holiday tree for the plaza, staff is seeking Council feedback during tonight's presentation on whether there is interest in including this feature.

The acquisition of a 50-foot commercial-grade holiday tree represents a long-term capital investment. While final costs will depend on competitive bidding and the selected configuration, similar professional-grade displays can cost up to approximately \$150,000. These displays are designed for a multi-year service life of approximately 10–15 years, providing a reusable centerpiece that reduces future annual expenditures. By comparison, installing a live tree each year typically costs between \$40,000 and \$50,000 annually for procurement, installation, and removal. At this stage, staff anticipates that funding for the tree purchase could be provided from available project contingency funds, subject to Council direction.

There is no dedicated line item within the project budget for public art and the City does not have a "Percent for the Arts" program; however, remaining project contingency funds could potentially be used for this purpose. For tonight's discussion, staff is seeking to understand whether the Council is interested in integrating public art into the project if contingency funds remain at the end of construction, and whether there is support for using a "Call for Artists" approach. If Council expresses interest, staff will return at a later date with a clearer estimate of available funding and next steps.

Recommendation

Staff is asking for input on the proposed options and have no recommendation at this time.



Marina Steps Project Update and Art Installation

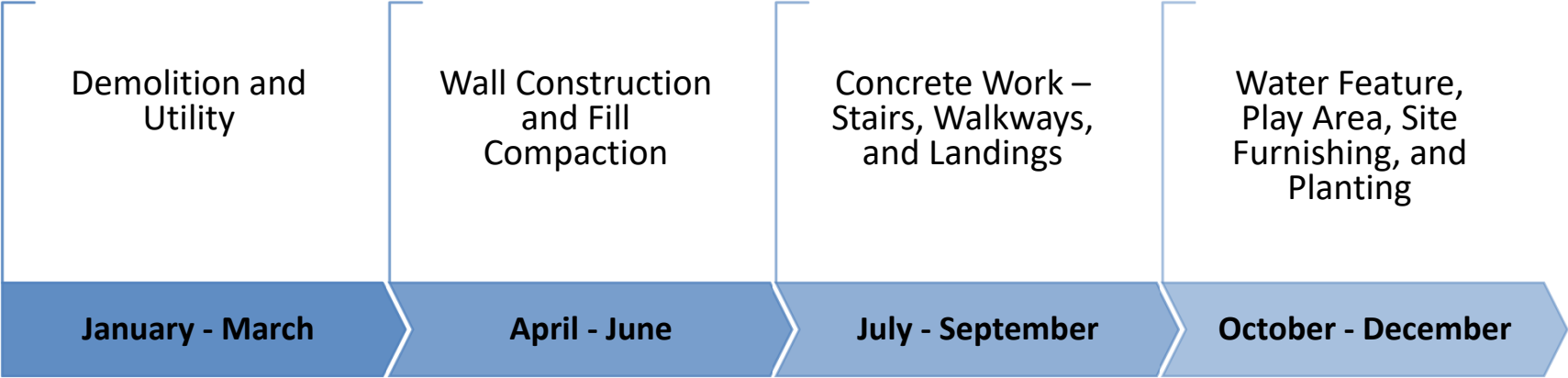
March 12, 2026

Agenda

- ❑ Project Schedule
 - Timeline and key milestone
- ❑ Current Construction Update
 - Before site photos
 - Existing conditions
 - Progress to date (including time-lapse)
- ❑ Funding
- ❑ Holiday Tree Options
 - Design concepts
 - Placement considerations
- ❑ Art Features
 - Proposed wall mosaic locations
 - Call for Artist process
- ❑ Council Feedback
 - Summary of preferred option
 - Next steps



Project Schedule



Pre-Construction Site



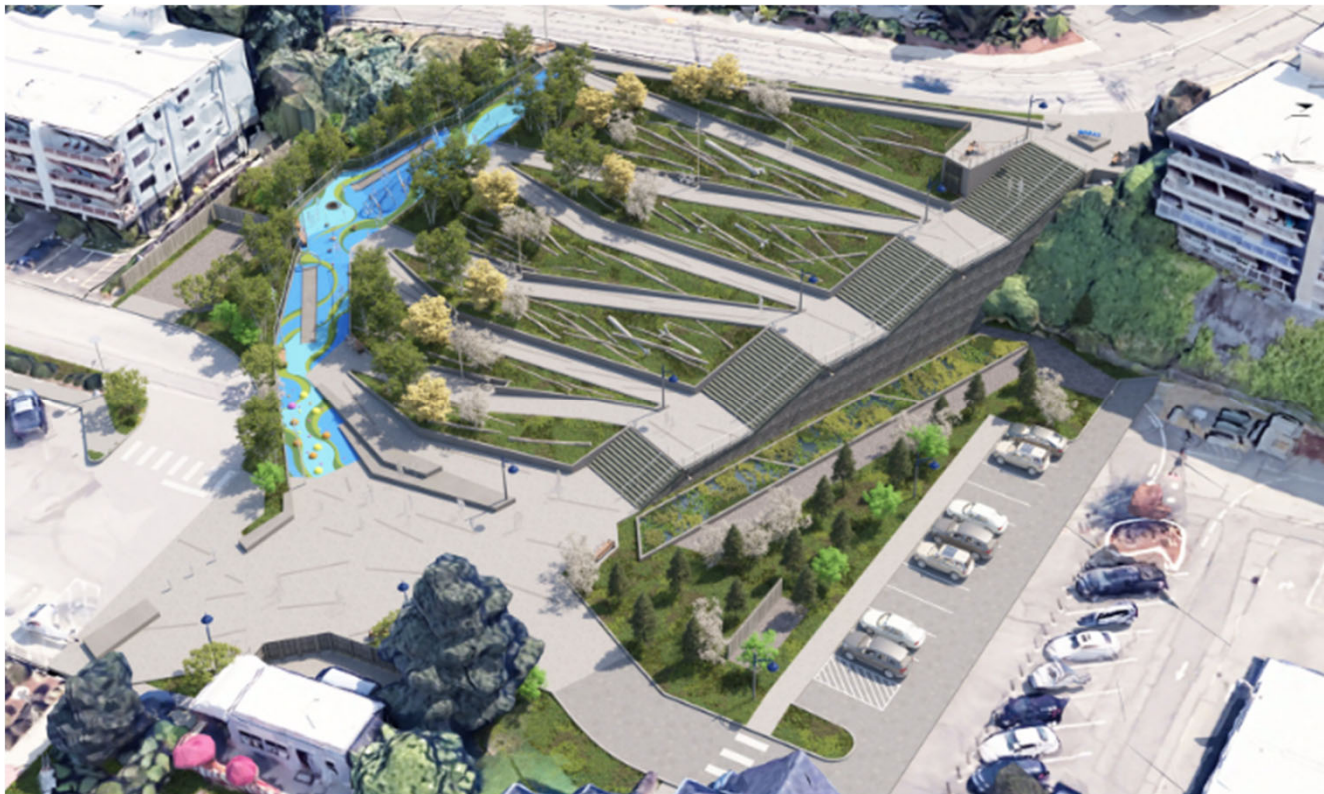
Current Site Status



Time-lapse Highlight



Marina Steps Rendering



Funding

- Project budget does not contain line items specifically for public art or Holiday Tree; however, staff anticipates that funding may be supported through available project contingency funds
- City does not have a “Percent for the Arts” program for capital projects



Holiday Tree

- Successful Holiday Tree Lighting event held at Marina last December
- Marina Steps Plaza could be appropriate site for future tree lightings as that event grows and expands...but we are missing a real Holiday Tree



Proposed Tree Location



BENEFITS

ALIGNED WITH VIEW DOWN S 223RD ST
OPPORTUNITY TO PROVIDE OUTLETS IN FACE OF WALL
MAINTAINS SPACE FOR OTHER PROGRAMMING IN PLAZA
CLEAR OF EMERGENCY VEHICLE ACCESS

40' OF GRADE CHANGE FROM BASE OF CHRISTMAS TREE
TO S 223RD ST ALLOWS 10' OF 50' CHRISTMAS TREE TO
BE SEEN

Tree Options



MAJESTIC MOUNTAIN PINE
CHRISTMAS DESIGNERS

50' TALL, 26' BASE DIAMETER

LOCATIONS:
SHOPPING CENTER IN NEW JERSEY
RITZ CARLTON IN FLORIDA



OLYMPIA PINE
WINTERGREEN CORPORATION

50' TALL, 23' BASE DIAMETER

LOCATIONS:
CITY OF KIRKLAND, WA
CITY OF MT. VERNON, WA
CITY OF MOUNTLAKE TERRACE, WA

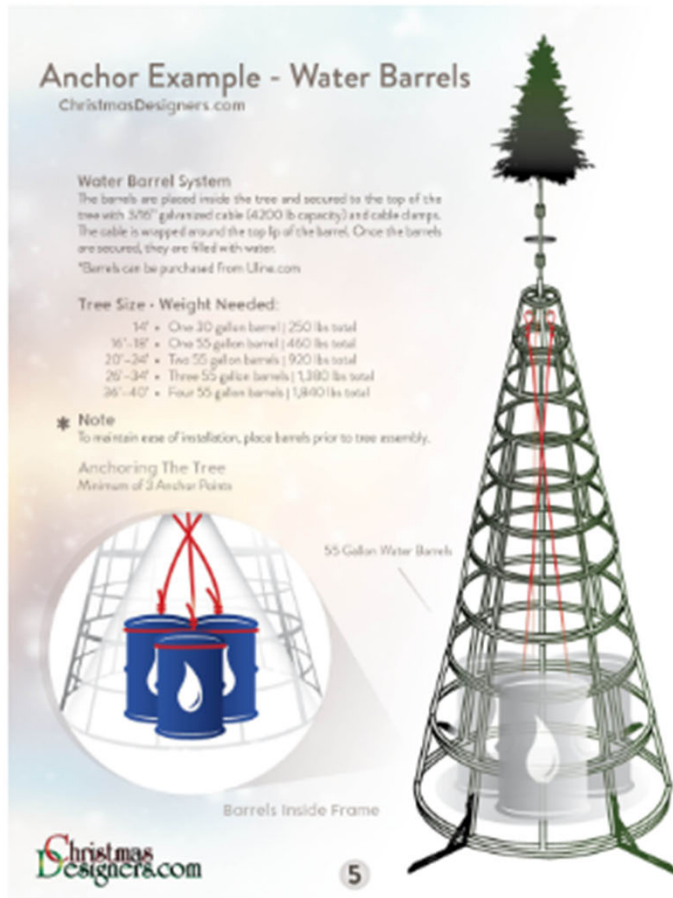


CAROLINA TOWER TREE
MOSCA DESIGN

50' TALL, 27' BASE DIAMETER

FUTURE LOCATIONS:
CITY OF CHENEY, WA
CITY OF KENT, WA

Considerations | Anchoring



APPROXIMATE REQUIREMENTS
4 55 GALLON BARRELS AND 3/16" GALVANIZED CABLE
MAY NEED ADDITIONAL EXTERNAL ANCHORING

EXAMPLE: MAJESTIC MOUNTAIN PINE FROM CHRISTMAS DESIGNERS
WINTERGREEN SUGGESTS POTENTIAL EXTERNAL ANCHORING



Views | Aerial



Views | S 223rd St



Views | Overlook



Views | Plaza



Views | Plaza with Presents



Views | Plan



Holiday Tree Cost

- 50' commercial grade holiday tree
 - Artificial: Would go through bidding process for tree, installation, etc.
 - Est. cost ~\$150k; 10-15 year life span
 - Live tree: est. ~ \$40k-\$50k annually
- Staff recommend artificial tree as best value and most cost effective
- Would need to begin procurement effort in May/June to have in time for Holiday 2026



Public Art



- City has strong tradition of public art throughout Des Moines
- No dedicated funding within Marina Steps project budget for art, but if contingency funds remain at end of construction, could be used for public art



Public Art Feature Locations



- Recommend utilizing vertical surfaces for mosaic features to maximize visibility and impact.
- Pink-marked areas identify potential wall art locations, creating a dynamic visual dialogue throughout the space.
- An alternative option includes sculpture plinths, similar to those installed outside City Hall.



Public Art Feature Examples

(for illustration purposes only)



Public Art Feature Process

- Call for Artists: City releases public request for artists to submit qualifications or concepts for the project
- Review and selection: Panel of staff, arts professionals, and CAB Arts subcommittee review submissions and make recommendation to City Council
- Design and installation: The chosen artist works with the City to finalize the design and complete fabrication and installation



Summary of Recommendations

Christmas Tree:

- Location: On the plaza near the water feature for high visibility.
- Tree: Choose a tree from the 3 recommended on slide 11 based upon price, durability, realistic look, and internal anchoring
- Lighting: Install Warm White or Color C7 LEDs to ensure high visibility and low maintenance.
- Timing: If interested for this holiday, receive direction now

Art Installations:

- Dynamic Mosaics: Utilize the multiple wall surfaces to create a continuous artistic dialogue.
- Sculptures: Install City Hall style plinths for high-impact focal points.
- Timing: Recommend wait until completion of project to determine contingency funds remaining. Determine if Council interest in art now, so can be accounted for during construction



Council Feedback Requested

Holiday Tree:

- Interest in holiday tree at this site? If so, preference for location or tree?
- Feedback on timing?

Art Installations:

- Interest in public art? If so, preference for mosaics or sculpture?
- Feedback on proposed process?
- Feedback on timing?





**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Approval of Vouchers

ATTACHMENTS:

1. Approval of Vouchers

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

DATE SUBMITTED:

March 02, 2026

CLEARANCES:

Purpose and Recommendation

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

Suggested Motion:

Motion: "I move to approve the payment vouchers through February 26, 2026, and payroll transfers through March 05, 2026, in the attached list and further described as follows:"

EFT Vendor Payments	#13134 - #13239	\$1,743,905.50
Wires	#3237 - #3259	\$1,454,667.64
Accounts Payable Checks	#167350 - #167402	\$719,272.98
Payroll Checks	#20049 - #20062	\$9,807.67
Payroll Advice	#16466 - #16957	\$1,479,897.64

Total Checks and Wires for A/P & Payroll:	\$5,407,551.43
---	----------------

Background

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

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

Discussion

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

Alternatives

Financial Impact

As described above.

Recommendation

Approval of vouchers.



Des Moines

WATERLAND CITY

Voucher Certification Approval

March 12, 2026

Auditing Officer Certification

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

A listing of these claims has been provided to the City Council.

On **March 12, 2026** the Des Moines City Council unanimously approved for payment the vouchers through February 26, 2026 and payroll transfers through March 5, 2026 as detailed in the attached list.

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

Jeff Friend, Finance Director

			# From	# To	Amounts
Claims Vouchers:					
EFT's			13134	13239	1,743,905.50
Wires			3237	3259	1,454,667.64
AP Checks			167350	167402	719,272.98
Total Vouchers paid					3,917,846.12
Payroll Vouchers					
Payroll Checks	2/5/2026		20049	20058	7,541.82
Payroll Advice			16466	16629	487,407.32
Payroll Advice	2/20/2026		16630	16630	619.10
Payroll Checks	2/20/2026		20059	20059	78.77
Payroll Advice			16631	16791	495,293.42
Payroll Checks	3/5/2026		20060	20062	2,187.08
Payroll Advice			16792	16957	496,577.80
Total Paychecks & Direct Deposits					1,489,705.31
Total checks and wires for A/P & Payroll					5,407,551.43

**City Council
AGENDA ITEM**

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

SUBJECT: Approval of Minutes

ATTACHMENTS:

1. Draft February 05, 2026 City Council Committee of the Whole and Study Session Minutes
2. Draft February 12, 2026 City Council Meeting Minutes

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

City Clerk

DATE SUBMITTED:

February 13, 2026

CLEARANCES:

Purpose and Recommendation

The purpose of this agenda item is for Council to review the minutes from the February 05, 2026, City Council Study Session and the February 12, 2026, City Council Regular Meeting.

Suggested Motion:

Motion: "I move to approve the minutes from the City Council Study Session held on February 05, 2026, and the City Council Regular Meeting held on February 12, 2026."
--

Background

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

Discussion

Alternatives

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

Financial Impact

Recommendation

Staff recommends Council approve the meeting minutes as presented.



MINUTES
DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, February 5, 2026 - 5:00 PM

CITY COUNCIL COMMITTEE OF THE WHOLE

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

CALL TO ORDER

Mayor Yoshiko Grace Matsui called the Committee of the Whole meeting to order at 5:00 PM.

ROLL CALL

Council Present:

Mayor Yoshiko Grace Matsui, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

Council via Zoom:

Deputy Mayor Gene Achziger

Staff Present:

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Finance Director Jeff Friend; Assistant City Attorney Matthew Hutchins; City Prosecutor Tara Vaughn; Public Works Director Mike Slevin; Community Enrichment Services Program Supervisor II Cortney Wilt; IT Manager Chris Pauk; and City Clerk Taria Keane

COMMITTEE OF THE WHOLE ITEMS

- Item 1. **Discussion on City Sponsored Events**
Staff Presentation By:
Assistant City Manager Adrienne Johnson-Newton

Assistant City Manager Adrienne Johnson-Newton gave a PowerPoint presentation on the discussion of City-sponsored events.

Council provided recommendations to staff.

- Item 2. **Parks Projects & King County Parks Levy Update**
Staff Presentation by:
Public Works Director Mike Slevin

Public Works Director Mike Slevin gave a PowerPoint presentation on the Parks Projects and King County Parks Levy Update.

CITY COUNCIL STUDY SESSION

6:00 p.m. - 10:00 p.m.

CALL TO ORDER

Mayor Yoshiko Grace Matsui called the meeting to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember JC Harris.

ROLL CALL

Council Present:

Mayor Yoshiko Grace Matsui, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz

Council via Zoom:

Deputy Mayor Gene Achziger

Staff Present:

City Manager Katherine Caffrey; Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Police Chief Ted Boe; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Assistant City Attorney Matthew Hutchins; City Prosecutor Tara Vaughn; Public Works Director Mike Slevin; Community Enrichment Services Program Supervisor II Cortney Wilt; IT Manager Chris Pauk; and City Clerk Taria Keane

COMMENTS FROM THE PUBLIC

Comments from the public must be limited to the items of business on the Study Session Agenda. Please sign in prior to the meeting and limit your comments to three (3) minutes.

There were no public comments.

DISCUSSION ITEMS

- Item 1. **Parks Projects & King County Parks Levy Update**
Staff Presentation by:
Public Works Director Mike Slevin

Public Works Director Mike Slevin continued the PowerPoint Presentation on the Parks Projects and King County Parks Levy Update.

- Item 2. **Seahawks Blue Friday Proclamation**
Staff Presentation by:
City Attorney Tim George

Motion: "I move to pass the proclamation declaring Friday, February 6, 2026, as "Blue Friday" in the City of Des Moines in recognition of the Seattle Seahawks advancing to the Superbowl."

Direction/Action

Motion made by Councilmember Jeremy Nutting to pass the proclamation declaring Friday, February 6, 2026, as "Blue Friday" in the City of Des Moines in recognition of the Seattle Seahawks advancing to the Superbowl, seconded by Councilmember Harry Steinmetz.

Motion passed 7-0.

Mayor Yoshiko Grace Matsui read the Seahawks Blue Friday Proclamation into the record.

- Item 3. **Long-Range Budget Forecast Analysis Presentation**
Staff Presentation by:
City Manager Katherine Caffrey

LEED Principal Todd Chase, Senior Analyst Luke Nelson, and City Manager Katherine Caffrey gave Council a PowerPoint Presentation on the Long-Range Budget Forecast.

- Item 4. **Revenue Enhancement Options Update**
Staff Presentation by:
Finance Director Jeff Friend

Finance Director Jeff Friend gave Council a PowerPoint Presentation Update on the Revenue Enhancement Options.

EXECUTIVE SESSION

NEXT MEETING DATE

February 12, 2026 Regular Council Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Jeremy Nutting to adjourn; seconded by Councilmember Harry Steinmetz.
Motion passed 7-0.

The meeting adjourned at 7:18 p.m.



**MINUTES
DES MOINES CITY COUNCIL
REGULAR MEETING**

**City Council Chambers
21630 11th Avenue S, Suite C
Des Moines, Washington
Thursday, February 12, 2026 - 6:00 PM**

CALL TO ORDER

Mayor Yoshiko Grace Matsui called the meeting to order at 6:00 PM.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Robyn Desimone.

ROLL CALL

Council Present:

Mayor Yoshiko Grace Matsui, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, and Councilmember Harry Steinmetz

Council via Zoom:

Deputy Mayor Gene Achziger

Staff via Zoom:

City Manager Katherine Caffrey

Staff Present:

Assistant City Manager Adrienne Johnson-Newton; City Attorney Tim George; Police Chief Ted Boe; Assistant Police Chief Kevin Penny; Assistant Police Chief Cory Stanton; Director of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Community Development Director Rebecca Deming; IT Manager Chris Pauk; and City Clerk Taria Keane

PROCLAMATIONS

- Item 1. **Black History Month Proclamation**
 Motion: “I move to approve the Proclamation recognizing February as Black History Month.”

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Proclamation recognizing February as Black History Month, seconded by Councilmember Harry Steinmetz.

Motion passed 7-0.

Mayor Yoshiko Grace Matsui read the Black History Month Proclamation into the record.

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

COMMENTS FROM THE PUBLIC

- Chris DeLaRosa, Flock
- Judy Grande, Flock
- Jim Lampariello, Flock
- Chuck Coleman, Flock
- Iman Ekong, The Roadhouse

02.12.2026 Public Comment Sign In Sheet

REGIONAL COMMITTEE REPORT

EMERGENCY MANAGEMENT ADVISORY COMMITTEE MEETING

Councilmember JC Harris gave an update on the Emergency Management Advisory Committee Meeting held on February 11, 2026.

SOUND CITIES PUBLIC ISSUES COMMITTEE

Councilmember Harry Steinmetz gave an update on the Sound Cities Public Issues Committee held on February 11, 2026.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. **Presentation from Seattle Southside Chamber of Commerce (10 Minutes)**

- Members of the Seattle Southside Chamber of Commerce gave Council a

PowerPoint Presentation on the Seattle Southside Chamber of Commerce.

Item 2. Update from Citizens Advisory Board on Strategic Plan Public Engagement (10 Minutes)

Staff Presentation:

Katherine Caffrey, City Manager

- Citizen Advisory Board Member Colleen Gants along with City Manager Katherine Caffrey gave Council a PowerPoint Presentation on the Citizen Advisory Board Strategic Plan Engagement Efforts.

Item 3. Update on the City's Automated License Plate Reader System (30 Minutes)

Staff Presentation:

Ted Boe, Police Chief

- Chief Ted Boe gave Council a PowerPoint Presentation update on the Automated License Plate Reader. (FLOCK Cameras)

EXECUTIVE SESSION

Pending Litigation RCW 42.30.110(1)(i) - 25 Minutes and Real Estate Acquisition RCW 42.30.110(1)(b) - 5 Minutes

The Special Meeting was called to order by Mayor Yoshiko Grace Matsui at 7:30 p.m.

ROLL CALL

Council Present:

Mayor Yoshiko Grace Matsui, Councilmember Pierre Blosse, Councilmember Robyn Desimone, Councilmember JC Harris, Councilmember Jeremy Nutting, and Councilmember Harry Steinmetz

Council via Zoom:

Deputy Mayor Gene Achziger

Staff via Zoom:

City Manager Katherine Caffrey

Staff Present:

City Attorney Tim George, and Community Development Director Rebecca Deming

The purpose of the Special Meeting was to hold an Executive Session to discuss Pending Litigation RCW 42.30.110(1)(i) and Real Estate Acquisition RCW 42.30.110(1)(b).

The Executive Session was expected to last until 8:05 p.m.

The Special Meeting lasted 35 minutes and adjourned at 8:05 p.m.

No formal action was taken.

CONSENT AGENDA

Item 1. **Approval of Vouchers**

Motion: "I move to approve the payment vouchers through January 29, 2026 and payroll transfers through January 30, 2026 in the attached list and further described as follows:"

EFT Vendor Payments #13053-13133	\$2,493,538.97
Wires #3220-3236	\$1,030,966.49
Accounts Payable #167277-167349	\$436,635.41
Checks	
Voided Checks #166437	(\$292.97)
Payroll Checks #2046-20048	\$288.89
Payroll Advice #16296-16465	\$493,619.72

Total Checks and Wires for A/P & Payroll: \$4,457,756.51

Item 2. **Approval of Minutes**

Motion: "I move to approve the minutes from the City Council Regular Meeting held on January 22, 2026."

Direction/Action

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

Motion passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1. **Density Bonus for Religious Properties Ordinance - 1st Reading (10 Minutes)**

Staff Presentation:

Rebecca Deming, Community Development Director

Motion: "I move to pass draft Ordinance 25-125 to a second reading on March 12, 2026."

At 8:08 p.m. Mayor Yoshiko Grace Matsui opened the Public Hearing.

Community Development Director Rebecca Deming gave Council a PowerPoint presentation on the Denisty Bonus for Religious Properties Ordinance — 1st

Reading.

Mayor Yoshiko Grace Matsui asked 3 times if anyone wished to speak. Seeing none, Mayor Yoshiko Grace Matsui asked the Council if they had any questions.

At 8:13 p.m. Mayor Yoshiko Grace Matsui closed the Public Hearing.

Direction/Action

Motion made by Councilmember Jeremy Nutting to pass draft Ordinance 25-125 to a second reading on March 12, 2026, seconded by Councilmember Pierre Blosse.

Motion 7-0.

NEW BUSINESS

Item 1. **Planning Commission Appointments (30 Minutes)**

Staff Presentation:

Rebecca Deming, Community Development Director

Motion: "I move the appointment of _____(four (4) commissioners) to the Planning Commission to four-year terms and the appointment of _____(three (3) commissioners) to the Planning Commission to two-year terms."

Community Development Director Rebecca Deming provided a presentation regarding the Planning Commission appointments.

Councilmembers discussed potential candidates and identified their preferred applicants for appointment to the Planning Commission.

City Clerk Taria Keane maintained a tally of the Councilmembers' recommendations on a spreadsheet for the record.

Following discussion and review of each Councilmember's recommendations, it was determined that Applicants 2, 4, 5, 6, 7, 10, and 11 be appointed to the Planning Commission at the March 12, 2026 City Council meeting.

Item 2. **Establishment of a Salary Commission (30 Minutes)**

Staff Presentation:

AJ Johnson-Newton, Assistant City Manager

Motion: "I move to direct staff to draft an ordinance establishing a salary commission pursuant to RCW 35.21.015, consistent with the framework discussed, and return it to the City Council for future consideration."

Assistant City Manager Adrienne Johnson-Newton provided a PowerPoint

presentation regarding the establishment of a Salary Commission.

Councilmembers discussed and provided recommendations regarding the requirements for eligibility to serve on the Salary Commission.

Direction/Action

Motion made by Councilmember Jeremy Nutting to direct staff to draft an ordinance establishing a salary commission pursuant to RCW 35.21.015, consistent with the framework discussed, and return it to the City Council for future consideration, seconded by Councilmember Harry Steinmetz.

Motion 6-1.

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

Against: Councilmember JC Harris

Item 3. **New Agenda Items for Consideration (10 Minutes)**
Staff Presentation:

Councilmember JC Harris proposed a new agenda item to discuss parking in the downtown area.

Council consensus supported the recommendation.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER ROBYN DESIMONE

- Happy Valentine's Day

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER PIERRE BLOSSE

- Chess Tournament at the Des Moines Theater

COUNCILMEMBER HARRY STEINMETZ

- Go Seahawks
- Happy Valentine's Day

DEPUTY MAYOR GENE ACHZIGER

- No Report

PRESIDING OFFICER'S REPORT

- The Port of Seattle's Highline Forum
- What's Happening in Des Moines at Wesley Homes
- North Hill Community Club Meeting
- Sound Cities Association Public Issues Committee
- Association of Washington Cities Mayors Exchange
- 30th Legislative District Town Hall
- 33rd Legislative District Town Hall
- City Council Strategic Planning Workshop

NEXT MEETING DATE

February 26, 2026 City Council Strategic Planning Workshop

ADJOURNMENT

Direction/Action

Motion made by Councilmember Robyn Desimone to adjourn; seconded by Councilmember Jeremey Nutting.
Motion passed 7-0.

The meeting adjourned at 8:54 p.m.

**City Council
AGENDA ITEM**

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

SUBJECT: South King Housing and Homelessness Partners - Allocation of Funds

ATTACHMENTS:

1. Draft Resolution 26-016
2. SKHHP Executive Board's Memorandum (Resolution Exhibit A)

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Community Development

DATE SUBMITTED:

February 26, 2026

CLEARANCES:

Community Development

Purpose and Recommendation

The purpose of this agenda item is to review and approve the 2025 South King Housing and Homelessness Partners (SKHHP) Housing Capital Fund Recommendation.

Suggested Motion:

Motion: "I move to enact Draft Resolution No. 26-016 and authorize the allocation of \$31,264 from the City of Des Moines's contribution to the SKHHP Housing Capital Fund to finance affordable housing in South King County communities in concurrence with the SKHHP Executive Board's recommendation."

Background

SKHHP was established in 2019 through an interlocal agreement (Establishing ILA) and is a unified, coordinated, and collaborative coalition funding the construction and preservation of affordable housing in South King County. SKHHP currently has 12 member jurisdictions including the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, and Tukwila, plus King County. SKHHP provides a meaningful opportunity to pool funds together with neighboring cities to collaboratively make an impact on the subregion's affordable housing shortage. To date, SKHHP has pooled over \$15 million to house our low-income neighbors or rehabilitate deteriorating multifamily buildings.

In 2019, RCW 82.14.540 (SHB 1406) became law allowing jurisdictions to enact a local sales and use tax for the purpose of supporting affordable housing. In 2021, eight of the nine SKHHP member cities entered into a second interlocal agreement for purposes of

pooling sales tax receipts authorized by RCW 82.14.540 with SKHHP to create the Housing Capital Fund (Pooling ILA – SHB 1406).

In 2023, two of the four SKHHP member cities who are able to collect RCW 82.14.530 (HB 1590) revenues desired to pool a portion of those funds with SKHHP for the 2023 funding round of the Housing Capital Fund to add to existing SHB 1406 pooled revenue and entered into an additional interlocal agreement (Pooling ILA – HB 1590). In 2024, an additional member city entered into the Pooling ILA – HB 1590.

The Establishing ILA and Pooling ILAs established the SKHHP Housing Capital Fund, set parameters for the process for the selection of awards involving pooled funds, and determined the approval process. Pursuant to the ILAs, the SKHHP Executive Board recommends allocations for funding affordable housing projects to the participating City Councils. Even though the Council has already contributed funds to the 2025 Housing Capital Fund funding round, Council approval is needed to authorize the allocation of funds to specific projects.

Discussion

The SKHHP Executive Board adopts annual funding guidelines and priorities for each funding round. The SKHHP Advisory Board subsequently reviewed applications and provided funding recommendations based on adopted priorities to the SKHHP Executive Board. The SKHHP Executive Board concurred with the SKHHP Advisory Board's recommendations and recommends funding three projects totaling \$3,942,850 as described in the 2025 SKHHP Housing Capital Fund Recommendation memo dated January 8, 2026 (attached).

The SKHHP Executive Board requests approval to use \$31,264 of the total \$30,667 contributed funds from 2025; \$199 of the carry-over from 2024; and \$409 of the 2024 SKHHP allocated interest earnings from the City of Des Moines for the following recommended projects:

Project Sponsor and Location		# of	Total	2025 SKHHP	2025 City
Project Name		Units	Development Cost	Contribution	Contribution
African Community Housing & Development – African Diaspora Cultural Anchor Village	SeaTac	129	\$114,853,431	\$1,200,000	\$0
St. Stephen Housing Association – Steele House	Renton	6	\$3,816,135	\$1,820,850	\$0
Mental Health Housing Foundation – Way Steel Lake	Federal	20	\$11,828,066	\$922,000	\$31,264

As outlined in the attached memo, sales and use tax receipts from your jurisdiction have already been contributed to SKHHP's 2025 Housing Capital Fund, and with this Council approval, \$31,264 of those funds may be allocated to the projects recommended by the SKHHP Executive Board. Detailed descriptions of the projects, funding requests, rationale, and recommended conditions of funding for projects by the SKHHP Executive Board are included in the attached memo.

Alternatives

If not approved, SKHHP will not have Des Moines' funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local needs and priorities.

Financial Impact

There is no financial impact as the funds are already approved and allocated to SKHHP. This Resolution authorizes how SKHHP is using the funds provided by Des Moines.

Recommendation

Staff recommends approval of Resolution No. 26-016 authorizing the allocation of \$31,264 from the City of Des Moines's contribution to the SKHHP Housing Capital Fund to finance affordable housing in South King County communities in concurrence with the SKHHP Executive Board's recommendation.

CITY ATTORNEY'S FIRST DRAFT, 2/26/2026

DRAFT RESOLUTION NO. 26-016

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON, authorizing the duly-appointed administering agency for the South King Housing and Homelessness Partners to execute all documents necessary to enter into agreements for the funding of affordable housing projects, as recommended by the SKHHP executive board, utilizing funds contributed by the City to the SKHHP Housing Capital Fund.

WHEREAS, on March 28, 2019 the City of Des Moines enacted an interlocal agreement to form the South King Housing and Homelessness Partners (SKHHP) to help coordinate the efforts of South King County cities to provide affordable housing, and

WHEREAS, on March 4, 2021 the City of Des Moines enacted an interlocal agreement for the purposes of pooling sales tax receipts with SKHHP to administer funds through the SKHHP Housing Capital Fund, and

WHEREAS, the SKHHP Executive Board has recommended that the City of Des Moines participate in the funding of certain affordable housing projects and programs hereinafter described, and

WHEREAS, the SKHHP Executive Board has developed recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time, and

WHEREAS, pursuant to the SKHHP formation Interlocal Agreement, each legislative body participating in funding a project or program through SKHHP's Housing Capital Fund must authorize the application of a specific amount of the City funds contributed to the SKHHP Housing Capital Fund to a specific project or program, and

WHEREAS, the City Council desires to use \$31,264 from funds contributed to the SKHHP Housing Capital Fund as designated below to finance the projects recommended by the SKHHP Executive Board; now therefore

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

Sec. 1. Pursuant to the Interlocal Agreement, the City Council authorizes the duly-appointed administering agency of SKHHP to execute all documents and take all necessary actions to

enter into agreements on behalf of the City to fund the construction of Mental Health Housing Foundations' Steel Lake and to use \$31,264 from the City's SHB 1406 contribution and a portion of the interest earned on those contributions as described below.

Jurisdiction	3. Mental Health Housing Foundation – Steel Lake	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Auburn	\$ 137,138	\$ 134,352	\$ 807	\$ 2,026	\$ 47
Burien	\$ 65,453	\$ 64,134	\$ 382	\$ 959	\$ 22
Des Moines	\$ 31,264	\$ 30,667	\$ 199	\$ 409	\$ 11
Federal Way	\$ 121,813	\$ 119,350	\$ 770	\$ 1,735	\$ 42
Kent	\$ 211,663	\$ 185,561	\$ 1,150	\$ 25,024	\$ 72
Normandy Park	\$ 5,636	\$ 5,554	\$ 32	\$ 52	\$ 2
Renton	\$ 227,503	\$ 223,465	\$ 1,343	\$ 2,772	\$ 77
Tukwila	\$ 121,530	\$ 120,642	\$ 459	\$ 470	\$ 41
Total	\$ 922,000	\$ 883,725	\$ 5,142	\$ 33,447	\$ 314

Sec. 2. The agreements entered into pursuant to Section 1 of this Resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the agreements, the duly-appointed administering agency of SKHHP shall be guided by the recommendations set forth in the SKHHP Executive Board's Memorandum dated January 8, 2026, a copy of which is attached as Exhibit A.

Sec. 3. This Resolution will take effect and be in full force on passage and signatures.

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

M A Y O R

APPROVED AS TO FORM:

Resolution No. ____
Page 3 of 3

City Attorney

ATTEST:

City Clerk



Memorandum

South King Housing and Homelessness Partners

TO: City of Auburn City Council
City of Burien City Council
City of Covington City Council
City of Des Moines City Council
City of Federal Way City Council
City of Kent City Council
City of Maple Valley City Council
City of Normandy Park City Council
City of Renton City Council
City of Tukwila City Council

FROM: Claire V. Goodwin, SKHHP Executive Manager

DATE: January 8, 2026

RE: 2025 SKHHP Housing Capital Fund Recommendation

OVERVIEW

2025 represents the fourth annual funding round of the SKHHP Housing Capital Fund made possible by pooling resources among SKHHP member jurisdictions. Ten member cities pooled funds for the Housing Capital Fund this year and contributions totaled \$3,926,340. Contributions sourced from SHB 1406 totaled \$883,725 and those sourced from HB 1590 totaled \$3,042,615. With the remaining unused funds from the 2024 funding round and the 2024 interest earnings from those cities pooling funds this year, SKHHP made \$3,974,000 available in the 2025 funding round. SKHHP received six applications for funding representing over \$11.4 million in requests to develop or preserve 262 units of housing. The SKHHP Executive Board recommends funding three projects totaling \$3,942,850 (see Table 1). Of this total, the Executive Board recommends using \$922,000 of the total \$922,000 sourced from SHB 1406 revenue for a new construction rental project and \$3,020,850 of the total \$3,052,000 sourced from HB 1590 revenue for two new construction rental projects. This recommendation leaves a balance of \$314 in SHB 1406 funds and \$31,665 in HB 1590 funds in the Housing Capital Fund that will rollover into the next funding round in 2026 (see Tables 2 and 3). A summary of the recommended projects, funding rationale, and the conditions for funding are described in this memo. Included as an attachment are the economic summaries of the recommended projects and standard conditions for funding.

Table 1: Recommended Projects and Recommended Funding Level - Scenario 1

Project sponsor and name	Location	# of units	Project type	Amount requested	Recommended funding – HB 1590	Recommended funding – SHB 1406
1. African Community Housing & Development – African Diaspora Cultural Anchor Village	SeaTac	129	New Construction Rental	\$3,500,000	\$1,200,000	--
2. St. Stephen Housing Association – Steele House	Renton	6	New Construction Rental	\$1,820,850	\$1,820,850	--
3. Mental Health Housing Foundation – Steel Lake	Federal Way	20	New Construction Rental	\$1,500,000	--	\$922,000
TOTAL	--	155	--	--	\$3,020,850	\$922,000

Table 2: Proposed HB 1590 Allocations by Jurisdiction for Recommended Projects

Jurisdiction	1. ACHD-African Diaspora Cultural Anchor Village	2. St. Stephen-Steele House	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Covington	\$ 87,693	\$ 133,064	\$ 220,387	\$ 460	\$ 2,224	\$ 2,314
Kent	\$ 914,654	\$ 1,387,873	\$ 2,322,228	\$ 4,434	\$ -	\$ 24,135
Maple Valley	\$ 197,653	\$ 299,913	\$ 500,000	\$ 1,075	\$ 1,707	\$ 5,216
Total	\$ 1,200,000	\$ 1,820,850	\$ 3,042,615	\$ 5,969	\$ 3,931	\$ 31,665

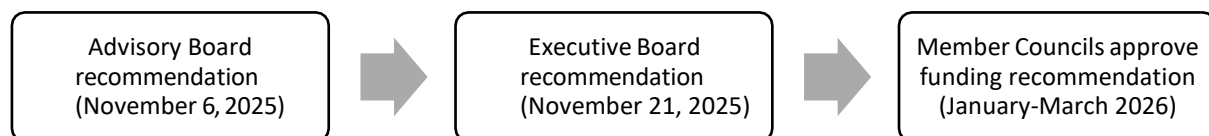
Table 3: Proposed SHB 1406 Allocations by Jurisdiction for Recommended Projects

Jurisdiction	3. Mental Health Housing Foundation – Steel Lake	Total Contributed in 2025	Carry-Over from 2024	2024 Interest	Unallocated
Auburn	\$ 137,138	\$ 134,352	\$ 807	\$ 2,026	\$ 47
Burien	\$ 65,453	\$ 64,134	\$ 382	\$ 959	\$ 22
Des Moines	\$ 31,264	\$ 30,667	\$ 199	\$ 409	\$ 11
Federal Way	\$ 121,813	\$ 119,350	\$ 770	\$ 1,735	\$ 42
Kent	\$ 211,663	\$ 185,561	\$ 1,150	\$ 25,024	\$ 72
Normandy Park	\$ 5,636	\$ 5,554	\$ 32	\$ 52	\$ 2
Renton	\$ 227,503	\$ 223,465	\$ 1,343	\$ 2,772	\$ 77
Tukwila	\$ 121,530	\$ 120,642	\$ 459	\$ 470	\$ 41
Total	\$ 922,000	\$ 883,725	\$ 5,142	\$ 33,447	\$ 314

BACKGROUND

The SKHHP Advisory Board met on October 2, 2025 and November 6, 2025 to review each project application and develop a funding recommendation for the SKHHP Executive Board’s consideration. The SKHHP Executive Board met on October 17, 2025 and November 21, 2025 to review each project and consider the recommendations of the Advisory Board. The Advisory Board adopted its recommendation on November 6, 2025 and the Executive Board took final action on November 21, 2025.

PROCESS



ATTACHMENTS

1. Economic summaries of recommended projects
2. Standard conditions for funding

1. African Community Housing & Development – African Diaspora Cultural Anchor Village

Funding request: \$3,500,000

Executive Board recommendation: \$1,200,000 (deferred loan)

Address: 15005 Military Road S, SeaTac, 98188

PROJECT SUMMARY

The African Diaspora Cultural Anchor Village is a 129-unit new construction 4% Low-Income Housing Tax Credit rental project with a mix of studios to four-bedrooms for households earning 30-60% AMI. 55 units will be set-aside for families with children and 13 units set-aside for households with a physical disability. The project aims to respond to community members' desire for a central anchor for South King County's African Diaspora immigrant and refugee community.

This project is a partnership between African Community Housing & Development (ACHD) and Mercy Housing Northwest. Four parcels represent the project across 2.2 acres acquired by ACHD in 2023. The parcels are located in SeaTac, 0.4 mile north of the Tukwila International Boulevard Link light rail station, making this a prime transit-oriented development location. Existing structures include two houses and commercial structures to be demolished.

The seven-story building will house residential units on levels three through seven while the first two levels will include a community center event space, retail space, and office space for ACHD. Level two will include a childcare center and classroom space for ACHD after-school programming. Additionally, there will be outdoor gardening and recreation space. Level three will have a courtyard in addition to the residential units. Below ground parking will be provided on part of Level one.

PROJECT SCHEDULE

Activity	Date
Site Control	12/1/2023
Building Permits Issued	Fall 2027
Begin Construction	Fall 2027
Issued Certificate of Occupancy	Summer 2029
Begin Lease-Up	Summer 2029
Projected First LIHTC Year Start	Summer 2029

FUNDING RATIONALE

The Advisory Board supports the intent of this application for the following reasons:

- The City of SeaTac is a central hub for the African Diaspora immigrant and refugee community, who are facing increasing displacement pressures, and the project responds directly to those needs.
- ACHD is considered a "By and For Organization" by the Department of Commerce's Housing Division. The Department of Commerce describes By and For Organizations as the following: "By-and-For Organizations are operated by and for the communities they serve. Their primary mission and history is serving a specific community. They are culturally based, directed, and

substantially controlled by individuals from the population they serve. At the core of their programs, these organizations embody the community's central cultural values. In the affordable housing context, these communities must have demonstrated disproportionate representation in homelessness, housing instability, and housing affordability.”¹

- A primary goal of the project is to support large and intergenerational families, including specific gathering spaces requested by elders.
- The proposal was driven by extensive community engagement including a series of community conversations and community cafes within the South King County African Diaspora immigrant and refugee community.
- The project will include early learning classrooms, workforce training, outdoor gardening and recreation space, retail space for community businesses, and community gathering space.
- The project includes a large portion of 2,3, and 4-bedroom units.
- The project is located near the Tukwila International Boulevard Link light rail station, providing critical transit access.
- Outreach and marketing will be conducted in multiple languages.
- The project strongly aligns with SKHHP Housing Capital Fund adopted priorities including collaboration with local community-based organizations, connections and direct experience with populations the project is proposing to serve, addressing the needs of populations most disproportionately impacted by housing costs, advancing economic opportunity due to its proximity to transit and other amenities, providing rental housing for households earning 0-30% AMI, geographic distribution, leverage of private and public investment, and racial equity.
- The project is located in SeaTac which has not had a SKHHP funded project located in the city yet.
- ACHD is a new developer but is partnering with the more experienced developer, Mercy Housing Northwest, for this project.
- A partial award is recommended as another applicant's project was a higher priority and ready to move forward with construction.

PROPOSED CONDITIONS

Standard conditions apply to all projects and are included as Attachment 2 at the end of this memo.

1. SKHHP will provide project funds to the Contractor in the form of a **deferred loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by SKHHP staff. The loan will be secured by a deed of trust recorded against the development property to ensure that Contractor maintains the project's affordability and target population. Contractor shall not be required to repay the loan so long as it maintains these project requirements.
2. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not

¹ Department of Commerce's Capacity Building, Outreach, and Support Program: <https://www.commerce.wa.gov/multifamily-rental-housing/cbos-team/> and <https://app.smartsheet.com/b/form/06feee2dc8644602a884beb5cb4081e2>

satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Contractor will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Contractor will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.

3. At least 13 of the housing units shall be set-aside for individuals with a physical disability who earn no more than 60% AMI. Use of funds and population eligibility must be in-alignment with RCW 82.14.530. Additionally, at least 55 units will be set-aside for families with children.
4. SKHHP funds shall be used solely for new construction and other development costs, unless otherwise approved by SKHHP staff.
5. A covenant is recorded ensuring affordability for at least 50 years with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by SKHHP.

AMI	Studio	1-bedroom	2-bedroom	3-bedroom	4-bedroom	Total Units
30%	1	2	4	6	1	14
40%	1	5	12	13	3	34
50%	2	8	13	16	4	43
60%	1	6	14	14	2	37
Manager Units	--	--	1	--	--	1
Total Units	5	21	44	49	10	129

2. St. Stephen Housing Association – Steele House

Funding request: \$1,820,850

Executive Board recommendation: \$1,820,850 (secured grant)

Address: 3001 NE 16th St., Renton, 98056

PROJECT SUMMARY

Steele House is proposed as a demolition and new construction rental project of six three-bedroom townhomes for families exiting homelessness or at risk of homelessness who earn up to 50% AMI. The property was purchased in 2016 and includes a duplex built in 1943 operating as transitional housing. The transitional housing program will end before the project begins so no relocation will be needed before demolition of the duplex. Most case management and supportive services will take place on-site, at the families' housing unit.

St. Stephen Housing and Way Back Inn merged in December 2024 and have become a single non-profit organization under the name St. Stephen Housing Association. The boards of both organizations have combined and former Way Back Inn Board Members, who have assisted in the Steele House project's pre-development work, will remain involved to guide expansion plans.

The project is located across the street from the Bezos Academy – North Highlands location, Meadow Crest Early Learning Center, and a playground. McKnight Middle School, Renton Highlands Park and Ride, multiple restaurants and retail stores along Sunset Boulevard, and a Rite Aid Pharmacy are all located within 0.5 mile radius. A grocery store is located within 0.6 mile radius.

This is the second time the project sponsor has applied to the SKHHP Housing Capital Fund for the project and the City of Renton has committed \$500,000 to the project since the previous application was received.

PROJECT SCHEDULE

Activity	Date
Site Control	1/21/2025
Building Permits Issued	4/15/2026
Begin Construction	4/16/2026
Begin Lease-up	3/2/2027
Issued Certificate of Occupancy	4/16/2027

FUNDING RATIONALE

The Advisory Board supports the intent of this application for the following reasons:

- The project will serve families experiencing homelessness or are at-risk of homelessness.
- The City of Renton has committed \$500,000 of HB 1590 funds directly to the project and has not had a SKHHP funded project located in the city yet.
- Pending successful awards from SKHHP and the Department of Commerce this funding round, the project is ready to begin construction in April 2026.

- The application was well-crafted and complete. Additionally, all underwriting benchmarks were met in the SKHHP Addendum.
- The proposal has been discussed for the past eight years including at the sponsor's annual fundraisers.
- The project budgets \$15,745 in operating expenses per unit per year which is a generous budget (\$8,000 per unit per year is the minimum benchmark).
- St. Stephen Housing Association reports that the project will focus on Black, Indigenous, and People of Color (BIPOC) families, who are disproportionately impacted by homelessness due to systemic factors, and the goal will be to have four or five of the homes serving BIPOC households.
- The Sponsor has a long-standing history of working with homeless families and is well-established within the local crisis housing community. The project is built on strong partnerships and deep community connections.
- Close access to schools, an early learning center, grocery stores, retail, and a pharmacy.
- Program design is informed by surveys and interviews with families.
- The project utilizes monthly Conversation Cafés for continuous community input.
- The project strongly aligns with SKHHP Housing Capital Fund adopted priorities including connections and direct experience with populations the project is proposing to serve, addressing the needs of populations most disproportionately impacted by housing costs, advancing economic opportunity due to its proximity to transit and other amenities, environmental benefit due to its proximity to parks, providing rental housing for households earning 0-30% AMI, geographic distribution, leverage of private and public investment, and racial equity.

PROPOSED CONDITIONS

Standard conditions apply to all projects and are included as Attachment 2 at the end of this memo.

1. SKHHP will provide project funds to the Contractor in the form of a **secured grant with no repayment**. Final Contract terms shall be determined prior to release of funds and must be approved by SKHHP staff. The grant will be secured by a deed of trust recorded against the property to ensure that Contractor maintains the project's affordability and target population. Contractor shall not be required to repay the grant so long as it maintains these project requirements.
2. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Contractor will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Contractor will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.

3. All 6 housing units shall be set-aside for families exiting homelessness or are at-risk of homelessness who earn no more than 50% AMI. Use of funds and population eligibility must be in-alignment with RCW 82.14.530.
4. SKHHP funds shall be used solely for new construction, including demolition, and soft costs, unless otherwise approved by SKHHP staff.
5. A covenant is recorded ensuring affordability for at least 50 years with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by SKHHP.

AMI	3-bedroom	Total Units
50%	6	6
Total Units	6	6

3. Mental Health Housing Foundation – Steel Lake

Funding request: \$1,500,000

Executive Board recommendation: \$922,000 (forgivable loan)

Address: 29020 and 29026 Military Road, Federal Way, 98003

PROJECT SUMMARY

Mental Health Housing Foundation’s (MHHF) Steel Lake Affordable Housing is a 20-unit rental project for individuals with severe and persistent mental illness with incomes at 30% and 50% AMI. This is the first phase of a two-phased new construction project. The second phase would add an additional ten units for a total of 30 units. The first phase will construct four two-bedroom units and sixteen one-bedroom units, including one manager unit.

The project will be owned, developed, and operated by MHHF. A live-in property manager will occupy one of the one-bedroom units, and all maintenance needs will be addressed through a shared superintendent and maintenance staff. Residents live independently, receiving services from community behavioral health providers offsite. The majority of tenants in the portfolio have case managers. When issues arise with tenants that may benefit from contact with the case manager, MHHF makes contact.

The new building will be a two-story walk-up with ten apartments on each level. The site will include a community gathering space, shared laundry facilities, management offices, outdoor seating areas, and parking. Two large grocery stores, drugstore and other shops and amenities are located across the street, as well as access to public transit. Laurelwood Park with open space is within 0.5 mile. MHHF acquired the parcels in December 2024.

MHHF was organized and incorporated as a non-profit in 1990 to support those living with mental illness in their efforts to live independently. The founders were concerned about the lack of affordable housing for individuals with serious and persistent mental illness in King County. The organization has grown to own seven housing projects, with a total of 90 housing units, that vary from single family shared homes to small apartment buildings.

PROJECT SCHEDULE

Activity	Date
Site Control	12/23/2024
Building Permits Issued	2/1/2027
Begin Construction	3/15/2027
Begin Lease-up	1/1/2028
Issued Certificate of Occupancy	3/15/2028

FUNDING RATIONALE

The Advisory Board supports the intent of this application for the following reasons:

- The project directly addresses a critical regional need for housing dedicated to individuals with mental illness.

- The project will provide deep affordability for households earning up to 30% and 50% AMI.
- The project provides an opportunity to ensure SKHHP funds are distributed across all of South King County as Federal Way has not had a SKHHP funded project located in the city, yet.
- The scale of the project is considered appropriate for the identified need.
- The construction timeline is further out, which justifies the recommendation for partial funding.
- The application was strong and all underwriting benchmarks were met in the SKHHP Addendum.
- MHHP has longstanding relationships with multiple behavioral health agencies in King County, including Sound Behavioral Health, Navos, and Valley Cities, and will utilize those to seek referrals for residents of Steel Lake.
- Sponsor secured a \$31,000 pre-development grant from Enterprise Community Partners, a commitment up to \$60,000 in State funded technical assistance, an Impact Capital loan to purchase the site, and \$44,000 commitment from MHHP to support the project's operating reserves to be deposited once construction is complete.
- The project strongly aligns with SKHHP Housing Capital Fund adopted priorities including connections and direct experience with populations the project is proposing to serve, addressing the needs of populations most disproportionately impacted by housing costs, advancing economic opportunity due to its proximity to transit and other amenities, environmental benefit due to its proximity to a park, providing rental housing for households earning 0-30% AMI, geographic distribution, and leverage of private and public investment.

PROPOSED CONDITIONS

Standard conditions apply to all projects and are included as Attachment 2 at the end of this memo.

1. SKHHP will provide project funds to the Contractor in the form of a **deferred, contingent, forgivable loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by SKHHP staff. The loan will be secured by a deed of trust recorded against the development property to ensure that Contractor maintains the project's affordability and target population. Contractor shall not be required to repay the loan so long as it maintains these project requirements.
2. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Contractor will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Contractor will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.
3. All 20 housing units in Phase 1 shall be set-aside for individuals with severe and persistent mental illness who earn no more than 50% AMI. Use of funds must be in-alignment with RCW 82.14.540.

4. SKHHP funds shall be used solely for acquisition, new construction, softs costs, and other development costs unless otherwise approved by SKHHP staff.
5. A covenant is recorded ensuring affordability for at least 50 years with size and affordability distribution per the following table. Changes may be considered based on reasonable justification as approved by SKHHP.

AMI	1-bedroom	2-bedroom	Total Units
30%	10	2	12
50%	5	2	7
Manager Units	1	--	1
Total Units	16	4	20

ATTACHMENT 1: Economic Summaries of Recommended Projects

Project: African Community Housing & Development – African Diaspora Cultural Anchor Village

Proposed Funding Sources by Amounts and Status

Funding source	Proposed Amount	Status
SKHHP (2025)	\$3,500,000	Recommended
4% LIHTC	\$36,191,383	Will Apply 2027
King County (2024)	\$950,055	Committed
King County (2025)	\$9,531,499	Applied
Commerce HTF	\$12,000,000	Applied
CHIP	\$1,000,000	Applied
Perm Debt	\$12,929,768	Committed
State Appropriation	\$3,880,000	Committed
Amazon	\$9,500,000	Will Apply
Deferred Fee	\$2,500,000	Committed
Contributed Fee	\$2,000,000	Committed
RESIDENTIAL TOTAL	\$93,982,705	
ACHD Sponsor Loan (Non-Residential)	\$18,184,525	Committed
4% LIHTC (Non-Residential)	\$2,686,201	Will Apply 2027
TOTAL	\$114,853,431	

Proposed Use of Funds and Total Residential Cost Per Unit

Proposed use	Amount	Per Unit
Acquisition	\$6,852,926	--
Construction	\$62,578,467	--
Soft Costs	\$15,097,811	--
Other Development Costs	\$9,453,501	--
RESIDENTIAL TOTAL	\$93,982,705	\$728,548
Non-Residential Costs	\$20,870,725	--
TOTAL	\$114,853,430	--

Project: St. Stephens Housing Association – Steele HouseProposed Funding Sources by Amounts and Status

Funding source	Proposed Amount	Status
SKHHP (2025)	\$1,820,850	Recommended
Sponsor Seller Note	\$295,000	Committed
City of Renton	\$500,000	Committed
Commerce HTF	\$1,000,000	Committed
Sponsor Operations and Service Agreements	\$125,285	Committed
Medina Foundation Grant	\$75,000	Committed
TOTAL	\$3,816,135	

Proposed Use of Funds and Total Residential Cost Per Unit

Proposed use	Amount	Per Unit
Acquisition	\$295,000	--
Construction	\$2,527,168	--
Soft Costs	\$635,332	--
Other Development Costs	\$358,635	--
TOTAL	\$3,816,135	\$636,023

Project: Mental Health Housing Foundation – Steel LakeProposed Funding Sources by Amounts and Status

Funding source	Proposed Amount	Status
SKHHP (2025)	\$922,000	Recommended
Commerce AHAH	\$6,310,155	Committed
Federal Home Loan Bank	\$1,700,000	Committed
King County	\$2,393,679	Committed
Sponsor Pre-Development Grants	\$123,749	Committed
CHIP	\$378,483	Applied
TOTAL	\$11,828,066	

Proposed Use of Funds and Total Residential Cost Per Unit

Proposed use	Amount	Per Unit
Acquisition	\$710,000	--
Construction	\$8,910,608	--
Soft Costs	\$1,480,283	--
Other Development Costs	\$727,175	--
TOTAL	\$11,828,066	\$591,403

ATTACHMENT 2: Standard Conditions for Funding

1. Contractor shall provide SKHHP with development and operating budgets based upon actual funding commitments for approval by SKHHP staff. Contractor must notify SKHHP staff immediately if it is unable to adhere to these budgets and must submit new budget(s) to SKHHP staff for approval. SKHHP staff shall not unreasonably withhold its approval of these budget(s), so long as they do not materially or adversely change the Project. This shall be a continuing obligation of the Contractor, and shall survive the transfer or assignment of the Contract. Contractor's failure to adhere to budgets (either original or new/amended) may result in SKHHP's withdrawal of its funding commitment. Contractor must prepare and submit final budgets to SKHHP at the time it starts project construction and at the project's completion.
2. Contractor shall submit to SKHHP evidence of funding commitments from all proposed public and private funding sources. If Contractor cannot secure an identified commitment within an application's time frame, Contractor shall immediately notify SKHHP staff and describe its anticipated actions and time frame for securing alternative funding.
3. Contractor shall use SKHHP provided funds toward specific project costs as included in the Contract and consistent with RCW 82.14.540 and/or 82.14.530, as applicable. Contractor may not use SKHHP funds for any other purpose unless SKHHP staff authorizes such alternate use in writing. If budget line items with unexpended balances exist after completion of the project, SKHHP and other public funders shall approve adjustments to the project capital sources (including potential reductions in public fund loan balances).
4. Contractor shall evaluate and consider maximizing sustainability features for the Project (such as an efficient building envelope and heat pumps) and shall propose a plan to maximize the Project's sustainability.
5. Contractor shall use and document an open and competitive bidding process (consisting of at least three bids) for construction and related consultant services associated with the project, regardless of the source of funds used to pay their costs.
6. Contractor shall pay or cause to be paid RCW 39.12 prevailing wages in all projects funded by SKHHP that include construction activities, unless federal funds awarded to the project mandate use of federal prevailing wage rates.
7. If Contractor uses federal funds toward the Project, it must meet applicable federal guidelines, including but not limited to: contractor solicitation; bidding and selection; wage rates; and federal laws and regulations.
8. Contractor shall maintain documentation of any necessary land use approvals, permits, and licenses required by the jurisdiction in which the project is located.
9. Contractor shall submit to SKHHP project monitoring reports quarterly through its completion of the project, and annually thereafter. Contractor shall submit a final budget to SKHHP upon

project completion. If applicable, Contractor shall submit initial tenant information as required by SKHHP.

10. Contractor is required to provide SKHHP with quarterly status reports for projects funded through SKHHP's Housing Capital Fund during the project's development stage (from the time funds are awarded until the project's completion and occupancy). These quarterly reports must include at a minimum the status of funds expended and progress to date. SKHHP will rely on these quarterly reports to determine whether Contractor is making satisfactory progress on the project.
11. SKHHP may inspect the project site during the project's construction.
12. After occupancy, the Contractor will submit annual reports to SKHHP summarizing the number of project beneficiaries, housing expenses for the target population, and the proportion of those beneficiaries that are low- and/or moderate-income and that meet other eligibility criteria established in the Contract. The Annual Report shall be submitted through the Washington State Housing Finance Commission's Web-Based Annual Reporting System (WBARS) unless otherwise approved by SKHHP. The Annual Report shall include certifications to SKHHP that it is in compliance with the Covenant, which shall include the most current occupancy information, rent schedule (showing which Units are in each income class), a calculation justifying any increases in rents from the previous rent schedule, consistent with the Covenant and the Contract, and the actual rents being charged to each unit. SKHHP shall have the right to review rents for compliance and approve or disapprove them every year. In the event the Contractor submits annual certifications to satisfy the reporting requirements of multiple funders, Contractor will designate and report all units at the income class required by the most restrictive funder as well as the classification for purposes of the Covenant and this Contract. The Contractor shall also include with such certification any changes in the management policies for the Property and such other information covering the prior calendar year as SKHHP may request by notice at least ninety (90) days in advance of the due date, and with such accompanying documentation as SKHHP may request. The Annual Reports shall be submitted through WBARS by June 30 of each year and will be required for the full duration of the Affordability Period. SKHHP will also periodically evaluate all projects for long term sustainability.
13. For rental projects, Contractor shall maintain the project in good and habitable condition for the duration of its affordability term.
14. SKHHP shall reimburse the Contractor for satisfactory completion of the requirements specified in the Contract and upon Contractor's submission to SKHHP of invoices and supporting documentation of eligible expenses.
15. SKHHP shall retain 5% of the funding award ("retainage") and shall release the retainage only after construction is complete and all other obligations outlined in the contract have been satisfied.

**City Council
AGENDA ITEM**

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

SUBJECT: Density Bonus for Religious Properties Ordinance - 2nd Reading

ATTACHMENTS:

1. Draft Ordinance No. 25-125

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Community Development

DATE SUBMITTED:

February 24, 2026

CLEARANCES:

Community Development
Public Works

Purpose and Recommendation

The purpose of this agenda item is for the Council to adopt the Density Bonus for Religious Properties Draft Ordinance No. 25-125.

Suggested Motion:

Motion: "I move to adopt Draft Ordinance No. 25-125 Density Bonus for Religious Properties"

Background

The Washington State Legislature passed Substitute House Bill (SHB) 1377 in 2019 that added into law RCW 36.70A.545, related to a density bonus for religious properties. RCW 36.70A.545 requires that cities provide an increased density bonus for affordable housing located on property owned by religious organizations. The law facilitates affordable housing development by requiring a density bonus, subject to certain conditions.

At the February 12, 2026 City Council meeting, the Council held a public hearing and passed the draft ordinance as presented to second reading.

Discussion

The City's compliance with Washington State house bill 1377 will assist Des Moines' religious organizations in providing housing for those in need. While modifying the municipal code will allow for more housing, projects will still be required to comply with

environmentally critical areas and shoreline regulations, and other practical site development constraints, such as the presence of septic drain fields or significant trees in certain neighborhoods, as outlined in the Des Moines Municipal Code (DMMC). Site specific project impacts will be evaluated with project applications during the development phase in accordance with all applicable regulations.

City staff is proposing to add a new DMMC chapter titled “Density Bonus” that will be located in Title 18 DMMC. Staff prepared draft Ordinance 25-125 of the proposed density bonus for religious properties provisions and will outline the density bonus requirements for sites owned by religious organizations.

Alternatives

State law (chapter 36.70A RCW) requires cities to revise their regulations as needed to conform with density bonus for religious properties requirements. The City Council may:

1. Enact the proposed Draft Ordinance No. 25-125 as written.
2. Enact Draft Ordinance No. 25-125 with amendments.
3. Pass enactment of Draft Ordinance No. 25-125 to a second reading.

Financial Impact

Unknown

Recommendation

Staff recommends adopting Draft Ordinance 25-125 relating to land use and updating regulations related to density bonus for religious properties.

CITY ATTORNEY'S FIRST DRAFT 12/29/2025

DRAFT ORDINANCE NO. 25-125

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to land use, creating a density bonus for housing on religious properties, and adding a new chapter to Title 18 DMMC entitled "Density Bonus".

WHEREAS, Engrossed Substitute House Bill (ESHB) 1377 (2019) amended RCW 36.70.545 related to density bonus for religious properties, and

WHEREAS, per RCW 36.70A.545 an increased density bonus for affordable housing located on property owned by a religious organization must be allowed. The state has set forth standards that require jurisdictions to allow for density bonuses for housing developments proposed on sites that are owned by religious organizations, and

WHEREAS, Des Moines Comprehensive Plan Policy HOU 5.1 encourages the implementation, promotion, and enforcement of fair housing policies and practices so that every person has equitable access and opportunity to thrive in their communities of choice, regardless of their race, gender identity, sexual identity, ability, use of a service animal, age, immigration status, national origin, familial status, religion, source of income, military status, or membership in any other relevant category of protected class, and

WHEREAS, the City is required under RCW 36.70A.040(4)(d) to implement the goals and policies of the City's Comprehensive Plan by adoption of implementing development regulations, and

WHEREAS, On December 8, 2025, the City submitted the proposed amendment to the Washington State Department of Commerce for its expedited 30-day review and received documentation of completion of the procedural requirement (Submittal ID 2025-S-11222), and

WHEREAS, the changes proposed by this ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the appropriate comment period has expired, and

WHEREAS, the Des Moines City Council held a duly noticed public hearing on February 12, 2026, and

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

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

Sec. 1. Title.

This chapter shall be entitled "Density Bonus".

Sec. 2. Application.

This chapter shall apply to all property owned by religious organizations as defined by RCW 36.01.290.

Sec. 3. Purpose.

The purpose of this chapter is to establish standards for housing on property owned by religious organizations within the City who request a Density Bonus.

Sec. 4. Authority.

This chapter is adopted pursuant to the provisions of RCW 36.70A.545 and other applicable laws.

Sec. 5. Density Bonus Standards.

Real property owned or controlled by religious organizations may qualify for a 50 percent density bonus for housing units when developing single-family residences or apartment buildings; provided, that:

(1) One hundred percent of the units are dedicated as affordable housing and set aside for or occupied exclusively by low-income households as defined by RCW 35A.63.300(6)(b);

(2) The units shall be maintained as affordable for a term of at least 50 years, and the property shall satisfy that

commitment and all required affordability and income eligibility conditions, even if the religious organization no longer owns the property:

(a) The applicant shall record a covenant or deed restriction that ensures the continuing rental or ownership of units for a period of no less than 50 years.

(b) The covenant or deed restriction must address how affordability will be defined, managed, and controlled under scenarios for both ownership and rental housing. The covenant must commit to renting or selling the required number of units as affordable housing.

(3) The affordable housing development does not discriminate against any person who qualifies as a member of a low-income household based on race, creed, color, national origin, sex, veteran or military status, sexual orientation, or mental or physical disability; or otherwise act in violation of the federal Fair Housing Amendments Act of 1988;

(4) The religious organization developing the affordable housing development must pay all fees, mitigation costs and other charges required through the development of the affordable housing development;

(5) Religious organizations rehabilitating an existing affordable housing development as defined by RCW 35A.63.300(6) (a) are also eligible to pursue a density bonus under this section; and

(6) The proposal is consistent with the development standards of the underlying zone.

Sec. 6. Codification. Sections 1 through 5 of this ordinance shall be codified as a new chapter in Title 18 DMMC.

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

Ordinance No. ____
Page 4 of 4

decision shall not affect the validity of the remaining portions of this ordinance.

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

Sec. 8. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Tree Preservation Program Grant Award and Task Assignment

ATTACHMENTS:

1. Commerce Grant
2. Oncall Parametrix

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

March 02, 2026

CLEARANCES:

Finance

Public Works

Purpose and Recommendation

The purpose of this agenda item is to seek City Council acceptance of the Washington State Department of Commerce Salmon Recovery Through Local Planning Grant (Attachment 1) to fund development of an Urban Forest Operations and Maintenance Project, and approval of Task Assignment 2024-02 under the City's 2026–2027 On-Call General Civil Engineering Services Agreement with Parametrix Inc. (Attachment 2) to complete this work. The following motions will appear on the Consent Agenda:

Suggested Motion:

Motion 1: "I move to approve the Washington State Department of Commerce Salmon Recovery Grant between the City of Des Moines and the Washington State Department of Commerce for the funding of the urban forest operations and maintenance project and further authorize the City Manager to sign said Grant substantially in the form as submitted."

Motion 2: "I move to approve the 2026-2027 On-Call General Civil Engineering Task Assignment 2026-03 with Parametrix Inc., to provide development of the urban forest operations and maintenance project in the amount of \$80,000.00 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

Background

The National Pollutant Discharge Elimination System (NPDES) is a water quality permit program first introduced to the City of Des Moines in 2007. Des Moines recently began

implementing the 2024-2029 Western Washington Phase II permit, which outlines requirements to prevent, reduce, and eliminate pollutants from entering the City's surface water system.

As part of this new permit, the City must meet several new requirements related to tree canopy:

1. Tree Canopy GIS

"No later than December 31, 2028, begin mapping of Permittee-owned or operated properties with tree canopy based on available, existing data."

2. Tree Codes & Policy

"No later than December 31, 2028, Permittees shall adopt tree canopy goals and policies to support stormwater management and water quality improvement in receiving waters."

3. Tree Management Implementation

"No later than December 31, 2028, Permittees shall implement tree canopy goals and policies to support stormwater management and water quality improvement in receiving waters."

Phase 1:

At the June 27, 2024, Council meeting, the City Council approved a contract with Parametrix Inc. to support the City in addressing these new NPDES permit requirements. Since project initiation, Parametrix has assisted the City of Des Moines in completing a GIS-based inventory of trees identified as beneficial for stormwater management and water quality protection. This inventory represented the first phase of the project and serves as the technical foundation for developing long-term stormwater tree canopy management goals.

Phase 2:

Following a review of the NPDES Permit requirements, supporting background materials and literature, and input gathered through City staff workshops, consensus was reached that the highest priority goal should be "Protecting Existing Stormwater Trees on Public Land". Parametrix also assisted the City in developing a draft list of potential parcels for preservation. The draft inventory identifies 70 full acquisition targets totaling approximately 137.6 acres of canopy and 4 partial acquisition targets totaling approximately 22.9 acres of canopy.

An update on project progress was provided to Council at the July 10, 2025, Committee of the Whole meeting. At that time, Council expressed concurrence with continuing the development and feasibility analysis of a new program focused on protecting stormwater trees on public land. Council was further briefed on the current status of the grant award and current progress at the March 5th, 2026 Council Meeting.

Discussion

Phase 3:

In November 2025, City of Des Moines staff applied for a Washington State Department of Commerce Salmon Recovery Through Local Planning Grant (Attachment 1) to support development of the proposed tree preservation program. This grant program provides funding to local governments for updates to comprehensive plans and development regulations that protect ecosystems, improve water quality, and enhance critical salmon habitat. In December 2025, the City was notified that its application was successful and that the project was selected to receive the full grant award of \$80,000.

To complete the required grant deliverables within the established timeline, consultant support from Parametrix Inc. is necessary (Attachment 2). Grant funds will be used to retain Parametrix to provide technical, financial, and planning support necessary to develop an implementable tree preservation program. Specifically, the consultant's scope of work includes:

- Arborist-led baseline health assessment of the City's stormwater-beneficial tree canopy
- Technical memorandum outlining recommended canopy management actions
- Updated cost and staffing analysis per canopy acre
- Development of an Urban Forest Operations and Maintenance Plan
- Consultant presentation to Council (anticipated Fall 2026)

Completion of these deliverables will provide the policy, operational, and financial framework necessary for the Council to evaluate long-term program adoption and implementation.

Alternatives

The City Council could direct staff to reject the grant funding. This is not recommended as alternative sources of funding would impact the Stormwater Utility's internal budget.

The City Council could elect not to approve the 2026-2027 On-Call General Civil Engineering Services Task Assignment 2026-03 with Parametrix Inc. The City does not have the resources to complete this task in-house and would be required to find alternative means to complete the proposed efforts.

Financial Impact

The Consultant Task Assignment would be funded entirely by the Department of Commerce Grant.

Recommendation

Staff recommends adoption of the motions.



Grant Agreement with

City of Des Moines

through

Growth Management Services

**Grant Number:
26-63117-013**

For

City of Des Moines Urban Forest Operations and Maintenance Plan

Dated: Tuesday, July 1, 2025

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Face Sheet

Grant Number: 26-63117-013

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Salmon Recovery through Local Planning Grant**

1. Grantee City of Des Moines 21630 11th Avenue Des Moines, WA 98198		2. Grantee Doing Business As (as applicable) 	
3. Grantee Representative Bryce Flury Engineering Technician - SWM (206) 870-6567 bflury@desmoineswa.gov		4. COMMERCE Representative Angela San Filippo Ecosystem Services Manager (564) 233-9522 Angela.sanfilippo@commerce.wa.gov 1011 Plum Street SE PO Box 42525 Olympia, WA 98501	
5. Grant Amount \$80,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date 07/01/2025	8. End Date 6/30/2027
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A	11. SWV # SWV0000307	12. UBI # 601 161 113	13. UEI # N/A
14. Grant Purpose Developing urban forest operations and maintenance plan focusing on preserving and enhancing forest hydrology and its ancillary benefits. This plan will be used by the Des Moines Surface Water Utility to begin active protection and maintenance for forested parcels within the city that are in Utility possession.			
COMMERCE, defined as the Department of Commerce, and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grant Terms and Conditions including Attachment "A" – Scope of Work, Attachment "B" – Budget			
FOR GRANTEE Name, Title City of Des Moines Date		FOR COMMERCE Mark K. Barkley, Assistant Director Local Government Division Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	

Special Terms and Conditions

1. GRANT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Grant.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Grant.

The Representative for the Grantee and their contact information are identified on the Face Sheet of this Grant.

2. ACKNOWLEDGEMENT OF CLIMATE COMMITMENT ACT FUNDING

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A. Any project related website or webpage that includes logos from other funding partners;
- B. Any publication materials that include logos from other funding partners;
- C. Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D. Any equipment purchased with CCA funding through a generally visible decal.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed \$80,000.00 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. Grantee's compensation for services rendered shall be based on the terms of the Scope of Work and Budget.

EXPENSES

Grantee shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Grantee for authorized expenses shall not exceed \$0.00, which amount is included in the Grant total above.

Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Grantee shall receive compensation for travel expenses at current state travel reimbursement rates.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Grant Number 26-

63117-013. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

COMMERCE may, in its sole discretion, terminate the Grant or withhold payments claimed by the Grantee for services rendered if the Grantee fails to satisfactorily comply with any term or condition of this Grant.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Invoices and End of Fiscal Year

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The Grantee must invoice for all expenses from the beginning of the Grant through June 30, regardless of the Grant start and end date.

Grant Timeline

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2025, for services and COMMERCE will reimburse the Contractor beginning July 1, 2025, for costs paid performing work as described under this Agreement.

Allowable expenses for the performance of work and submission of completed deliverables to COMMERCE are eligible for reimbursement under this Contract from July 1, 2025, cost date listed above, through June 30, 2027, end date listed on the Face Sheet, subject to reimbursement requirements stated herein. Commerce shall not reimburse Contractor expenses for activities outside this period.

Duplication of Billed Costs

The Grantee shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Grantee is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subgrantees.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Line Item Modification of Budget

- A. Notwithstanding any other provision of this contract, the Grantee may, at its sole discretion, make modifications to the line items in the Budget (Attachment B) that will not increase the line item by more than fifteen percent (15%).
- B. The Grantee shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item of the Budget (Attachment B) that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the fifteen percent (15%) threshold increase described above.

- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. **SUBGRANTEE DATA COLLECTION**

Grantee will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Grant performed by subgrantees and the portion of Grant funds expended for work performed by subgrantees, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subgrantees. "Subgrantees" shall mean subgrantees of any tier.

6. **INSURANCE**

The Grantee shall provide insurance coverage as set out in this section. The intent of the required insurance is to protect the state should there be any claims, suits, actions, costs, damages or expenses arising from any loss, or negligent or intentional act or omission of the Grantee or Subgrantee, or agents of either, while performing under the terms of this Grant. Failure to maintain the required insurance coverage may result in termination of this Grant.

The insurance required shall be issued by an insurance company authorized to do business within the state of Washington. Except for Professional Liability or Errors and Omissions Insurance, the insurance shall name the state of Washington, its agents, officers, and employees as additional insureds under the insurance policy. All policies shall be primary to any other valid and collectable insurance. The Grantee shall provide COMMERCE thirty (30) calendar days' advance notice of any insurance cancellation, non-renewal or modification.

The Contractor shall submit a certificate of insurance to COMMERCE which outlines the coverage and limits defined in this insurance section within fifteen (15) calendar days of a written request by COMMERCE. The certifications shall show the insurance coverage, the designated beneficiary, who is covered, the amounts, the period of coverage, and that COMMERCE will be provided thirty (30) days' advance written notice of cancellation. During the term of this Contract, if requested, the Contractor shall submit renewal certificates not less than thirty (30) calendar days prior to expiration of each policy required under this section.

DO NOT send insurance certificates to COMMERCE unless requested by COMMERCE. Any certificates received by mail will be returned to sender unless the certificate identifies the contract number, contract manager name, and/or program name to which it applies.

The Grantee shall provide insurance coverage that shall be maintained in full force and effect during the term of this Grant, as follows:

Commercial General Liability Insurance Policy. Provide a Commercial General Liability Insurance Policy, including contractual liability, written on an occurrence basis, in adequate quantity to protect against legal liability arising out of Grant activity but no less than \$1,000,000 per occurrence. Additionally, the Grantee is responsible for ensuring that any Subgrantees provide adequate insurance coverage for the activities arising out of subgrants.

Cyber Liability Insurance: The Contractor shall maintain Cyber Liability Insurance. The Contractor shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Contractor and licensed staff employed or under contract to the Contractor. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Automobile Liability. In the event that performance pursuant to this Grant involves the use of vehicles, owned or operated by the Grantee or its Subgrantee, automobile liability insurance shall be required. The minimum limit for automobile liability is \$1,000,000 per occurrence, using a Combined Single Limit for bodily injury and property damage.

Professional Liability, Errors and Omissions Insurance. The Grantee shall maintain Professional Liability or Errors and Omissions Insurance. The Grantee shall maintain minimum limits of no less than \$1,000,000 per occurrence to cover all activities by the Grantee and licensed staff employed or under Grant to the Grantee. The state of Washington, its agents, officers, and employees need not be named as additional insureds under this policy.

Fidelity Insurance. Every officer, director, employee, or agent who is authorized to act on behalf of the Grantee for the purpose of receiving or depositing funds into program accounts or issuing financial documents, checks, or other instruments of payment for program costs shall be insured to provide protection against loss:

- A. The amount of fidelity coverage secured pursuant to this Grant shall be \$100,000 or the highest of planned reimbursement for the Grant period, whichever is lowest. Fidelity insurance secured pursuant to this paragraph shall name COMMERCE as beneficiary.
- B. Subgrantees that receive \$10,000 or more per year in funding through this Grant shall secure fidelity insurance as noted above. Fidelity insurance secured by Subgrantees pursuant to this paragraph shall name the Grantee as beneficiary.

7. FRAUD AND OTHER LOSS REPORTING

Grantee shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. PERIOD OF PERFORMANCE

Commerce reserves the right to extend the contract for up to two contract years. All amendments under this contract are subject to funding availability for the given contract period.

9. ORDER OF PRECEDENCE

In the event of an inconsistency in this Grant, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

General Terms and Conditions

1. DEFINITIONS

As used throughout this Grant, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Grant" or "Agreement" or "Contract" means the entire written agreement between COMMERCE and the Grantee, including any Exhibits, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this Grant shall be the same as delivery of an original.
- D. "Grantee" or "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Grant, and shall include all employees and agents of the Grantee.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subgrantee/subcontractor" shall mean one not in the employment of the Grantee, who is performing all or part of those services under this Grant under a separate Grant with the Grantee. The terms "subgrantee" and "subcontractor" mean subgrantee/subcontractor(s) in any tier.
- H. "Subrecipient" shall mean a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. It also excludes vendors that receive federal funds in exchange for goods and/or services in the course of normal trade or commerce.
- I. "Vendor" is an entity that agrees to provide the amount and kind of services requested by COMMERCE; provides services under the grant only to those beneficiaries individually determined to be eligible by COMMERCE and, provides services on a fee-for-service or per-unit basis with contractual penalties if the entity fails to meet program performance standards.

2. ACCESS TO DATA

In compliance with RCW 39.26.180, the Grantee shall provide access to data generated under this Grant to COMMERCE, the Joint Legislative Audit and Review Committee, and the Office of the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and the methodology for those models.

3. ADVANCE PAYMENTS PROHIBITED

No payments in advance of or in anticipation of goods or services to be provided under this Grant shall be made by COMMERCE.

4. **ALL WRITINGS CONTAINED HEREIN**

This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.

5. **AMENDMENTS**

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

6. **AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35**

The Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

7. **ASSIGNMENT**

Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of COMMERCE.

8. **ATTORNEYS' FEES**

Unless expressly permitted under another provision of the Grant, in the event of litigation or other action brought to enforce Grant terms, each party agrees to bear its own attorneys' fees and costs.

9. **CONFIDENTIALITY/SAFEGUARDING OF INFORMATION**

A. "Confidential Information" as used in this section includes:

- i. All material provided to the Grantee by COMMERCE that is designated as "confidential" by COMMERCE;
- ii. All material produced by the Grantee that is designated as "confidential" by COMMERCE; and
- iii. All Personal Information in the possession of the Grantee that may not be disclosed under state or federal law.

B. The Grantee shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Grantee shall use Confidential Information solely for the purposes of this Grant and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Grantee shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Grantee shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Grant whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Grantee shall make the changes within the time period specified by COMMERCE. Upon request, the Grantee shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Grantee against unauthorized disclosure.

C. Unauthorized Use or Disclosure. The Grantee shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

10. CONFLICT OF INTEREST

Grantee must maintain and comply with written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. Grantee must comply with the following minimum requirements:

- A.** No employee, officer, or agent may participate in the selection, award, or administration of a contract if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the Grantee may neither solicit nor accept gratuities, favors, or anything of monetary value from Grantees or parties to subcontracts and must comply with RCW 39.26.020. However, Grantee may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Grantee.
- B.** If the Grantee has a parent, affiliate, or subsidiary organization that is not a state, local government, or federally recognized tribe, the Grantee must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the Grantee is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

11. COPYRIGHT

Unless otherwise provided, all Materials produced under this Grant shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Grantee hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Grant, but that incorporate pre-existing materials not produced under the Grant, the Grantee hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Grantee warrants and represents that the Grantee has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Grantee shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Grant, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Grant. The Grantee shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Grantee with respect to any Materials delivered under this Grant. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Grantee.

12. DISPUTES

Except as otherwise provided in this Grant, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing with the Director of COMMERCE, who may designate a neutral person to decide the dispute.

The request for a dispute hearing must:

- be in writing;
- state the disputed issues;
- state the relative positions of the parties;
- state the Grantee's name, address, and Grant number; and
- be mailed to the Director and the other party's (respondent's) Grant Representative within three (3) working days after the parties agree that they cannot resolve the dispute.

The respondent shall send a written answer to the requestor's statement to both the Director or the Director's designee and the requestor within five (5) working days.

The Director or designee shall review the written statements and reply in writing to both parties within ten (10) working days. The Director or designee may extend this period if necessary by notifying the parties.

The decision shall not be admissible in any succeeding judicial or quasi-judicial proceeding.

The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Grant shall be construed to limit the parties' choice of a mutually acceptable alternate dispute resolution (ADR) method in addition to the dispute hearing procedure outlined above.

13. DUPLICATE PAYMENT

COMMERCE shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other Grant or agreement, for the same services or expenses.

14. GOVERNING LAW AND VENUE

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

15. INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify, defend, and hold harmless the state of Washington, COMMERCE, agencies of the state and all officials, agents and employees of the state, from and against all claims for injuries or death arising out of or resulting from the performance of the Grant. "Claim" as used in this Grant, means any financial loss, claim, suit, action, damage, or expense, including but not limited to attorney's fees, attributable for bodily injury, sickness, disease, or death, or injury to or the destruction of tangible property including loss of use resulting therefrom.

The Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subgrantee or its employees.

The Grantee's obligation shall not include such claims that may be caused by the sole negligence of the State and its agencies, officials, agents, and employees. If the claims or damages are caused by or result from the concurrent negligence of (a) the State, its agents or employees and (b) the Grantee, its subcontractors, agents, or employees, this indemnity provision shall be valid and enforceable only to the extent of the negligence of the Grantee or its subgrantees, agents, or employees.

The Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the state and its agencies, officers, agents or employees.

16. INDEPENDENT CAPACITY OF THE GRANTEE

The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and its employees or agents performing under this Grant are not employees or agents of the state of Washington or COMMERCE. The Grantee will not hold itself out as or claim to be an officer or employee of COMMERCE or of the state of Washington by reason hereof, nor will the Grantee make any claim of right, privilege or benefit which would accrue to such officer or employee under law. Conduct and control of the work will be solely with the Grantee.

17. INDUSTRIAL INSURANCE COVERAGE

The Grantee shall comply with all applicable provisions of Title 51 RCW, Industrial Insurance. If the Grantee fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, COMMERCE may collect from the Grantee the full amount payable to the Industrial Insurance Accident Fund. COMMERCE may deduct the amount owed by the Grantee to the accident fund from the amount payable to the Grantee by COMMERCE under this Grant, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Grantee.

18. LAWS

The Grantee shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and federal governments, as now or hereafter amended.

19. LICENSING, ACCREDITATION AND REGISTRATION

The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Grant.

20. LIMITATION OF AUTHORITY

Only the Authorized Representative or the Authorized Representative's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by the Authorized Representative.

21. NONDISCRIMINATION

A. Nondiscrimination Requirement. During the performance of this Agreement, the GRANTEE, including any subcontractor, shall comply with all federal, state, and local nondiscrimination laws, regulations and policies, this shall include but not be limited to the following: GRANTEE, including any subcontractor, shall not discriminate on the bases enumerated at RCW 49.60.530(3). In addition, GRANTEE, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which GRANTEE, or subcontractor, has a collective bargaining or other agreement.

The funds provided under this Agreement shall not be used to fund religious worship, exercise, or instruction. No person shall be required to participate in any religious worship, exercise, or instruction in order to have access to the facilities funded by this Agreement.

B. Obligation to Cooperate. GRANTEE, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that GRANTEE, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

C. Default. Notwithstanding any provision to the contrary, COMMERCE may suspend GRANTEE, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Contract, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until COMMERCE receives notification that GRANTEE, including any subcontractor, is cooperating with the investigating state agency. In the event GRANTEE, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), COMMERCE may terminate this Agreement in whole or in part, and GRANTEE, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. GRANTEE or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

D. Remedies for Breach. Notwithstanding any provision to the contrary, in the event of Agreement termination or suspension for engaging in discrimination, GRANTEE, subcontractor, or both, shall be liable for contract damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time, which damages are distinct from any penalties imposed under Chapter 49.60, RCW. GRANTEE may also be required to repay grant funds pursuant to Section 25 (Recapture) of the General Terms & Conditions if the Agreement is terminated based on a violation of the nondiscrimination requirement. COMMERCE shall have the right to deduct from any monies due to GRANTEE or subcontractor, or that thereafter become due, an amount for damages GRANTEE or subcontractor will owe COMMERCE for default under this provision.

22. PAY EQUITY

The Grantee agrees to ensure that “similarly employed” individuals in its workforce are compensated as equals, consistent with the following:

- A.** Employees are “similarly employed” if the individuals work for the same employer, the performance of the job requires comparable skill, effort, and responsibility, and the jobs are performed under similar working conditions. Job titles alone are not determinative of whether employees are similarly employed;
- B.** Grantee may allow differentials in compensation for its workers if the differentials are based in good faith and on any of the following:
 - i.** A seniority system; a merit system; a system that measures earnings by quantity or quality of production; a bona fide job-related factor or factors; or a bona fide regional difference in compensation levels.
 - ii.** A bona fide job-related factor or factors may include, but not be limited to, education, training, or experience that is: Consistent with business necessity; not based on or derived from a gender-based differential; and accounts for the entire differential.
 - iii.** A bona fide regional difference in compensation level must be: Consistent with business necessity; not based on or derived from a gender-based differential; and account for the entire differential.

This Grant may be terminated by the Department, if the Department or the Department of Enterprise Services determines that the Grantee is not in compliance with this provision.

23. POLITICAL ACTIVITIES

Political activity of Grantee’s employees and officers are limited by the State Campaign Finances and Lobbying provisions of Chapter 42.17A RCW and the Federal Hatch Act, 5 USC 1501 - 1508.

No funds may be used for working for or against ballot measures or for or against the candidacy of any person for public office.

24. PUBLICITY

The Grantee agrees not to publish or use any advertising or publicity materials in which the state of Washington or COMMERCE’s name is mentioned, or language used from which the connection with the state of Washington’s or COMMERCE’s name may reasonably be inferred or implied, without the prior written consent of COMMERCE.

25. RECAPTURE

In the event that the Grantee fails to perform this Grant in accordance with state laws, federal laws, and/or the provisions of this Grant, COMMERCE reserves the right to recapture funds in an amount

to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Grantee of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Grant.

26. RECORDS MAINTENANCE

The Grantee shall maintain books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant.

The Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

27. REGISTRATION WITH DEPARTMENT OF REVENUE

If required by law, the Grantee shall complete registration with the Washington State Department of Revenue.

28. RIGHT OF INSPECTION

The Grantee shall provide right of access to its facilities to COMMERCE, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant.

29. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion, COMMERCE may suspend or terminate the Grant under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Grant may be amended to reflect the new funding limitations and conditions.

30. SEVERABILITY

The provisions of this Grant are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Grant.

31. SITE SECURITY

While on COMMERCE premises, Grantee, its agents, employees, or subgrantees shall conform in all respects with physical, fire or other security policies or regulations.

32. SUBGRANTING/SUBCONTRACTING

The Grantee may only subgrant/subcontract work contemplated under this Grant if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subgranting/subcontracting, the Grantee shall maintain written procedures related to subgranting, as well as copies of all subgrants/subcontract and records related to subgrants/subcontracts. For cause, COMMERCE in writing may: (a) require the Grantee to amend its subgranting/subcontracting procedures as they relate to this Grant; (b) prohibit the Grantee from

subgranting/subcontracting with a particular person or entity; or (c) require the Grantee to rescind or amend a subgrant/subcontract.

Every subgrant/subcontract shall bind the Subgrantee/Subcontractor to follow all applicable terms of this Grant. The Grantee is responsible to COMMERCE if the Subgrantee/Subcontractor fails to comply with any applicable term or condition of this Grant. The Grantee shall appropriately monitor the activities of the Subgrantee/Subcontractor to assure fiscal conditions of this Grant. In no event shall the existence of a subgrant/subcontract operate to release or reduce the liability of the Grantee to COMMERCE for any breach in the performance of the Grantee's duties.

Every subgrant/subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subgrantee/Subcontractor's performance of the subgrant/subcontract.

33. SURVIVAL

The terms, conditions, and warranties contained in this Grant that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Grant shall so survive.

34. TAXES

All payments accrued on account of payroll taxes, unemployment contributions, the Grantee's income or gross receipts, any other taxes, insurance or expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

35. TERMINATION FOR CAUSE

In the event COMMERCE determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, COMMERCE has the right to suspend or terminate this Grant. Before suspending or terminating the Grant, COMMERCE shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the Grant may be terminated or suspended.

In the event of termination or suspension, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by COMMERCE to terminate the Grant. A termination shall be deemed a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this Grant are not exclusive and are, in addition to any other rights and remedies, provided by law.

36. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Grant, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Grant, in whole or in part. If this Grant is so terminated, COMMERCE shall be liable only for payment required under the terms of this Grant for services rendered or goods delivered prior to the effective date of termination.

37. TERMINATION PROCEDURES

Upon termination of this Grant, COMMERCE, in addition to any other rights provided in this Grant, may require the Grantee to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this Grant as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Grantee the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Grantee and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this Grant. COMMERCE may withhold from any amounts due the Grantee such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Grant.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Grantee shall:

- A. Stop work under the Grant on the date, and to the extent specified, in the notice;
- B. Place no further orders or subgrants/subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Grantee under the orders and subgrants/subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subgrants/subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants/subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the Grant had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this Grant, which is in the possession of the Grantee and in which COMMERCE has or may acquire an interest.

38. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Grantee, for the cost of which the Grantee is entitled to be reimbursed as a direct item of cost under this Grant, shall pass to and vest in COMMERCE upon delivery of such property by the Grantee. Title to other property, the cost of which is reimbursable to the Grantee under this Grant, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this Grant, or (ii) commencement of use of such property in the performance of this Grant, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Grantee shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this Grant.
- B. The Grantee shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Grantee or which results from the failure on the part of the

Grantee to maintain and administer that property in accordance with sound management practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Grantee shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Grantee shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this Grant.
- E. All reference to the Grantee under this clause shall also include Grantee's employees, agents or Subgrantees/Subcontractors.

39. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Attachment A: Scope of Work

This project will be a citywide workflow with clear direction on how preservation and maintenance items should be completed. It is intended to guide specific Surface Water Utility actions for receiving water quality protection and surface water management. The Washington State Department of Fish and Wildlife has identified almost every stream and coastline in Des Moines as priority habitat. Together with the City's commitment to preserving and enhancing the water quality of Puget Sound, the proposed project will be one method the City furthers this commitment.

As is mentioned in the Urban Forest Enhancement Plan, the city seeks to improve the ability of forests and natural areas to mitigate as well as adapt to climate-change stressors. With the completion of this project, the City will have specific strategies to improve the resilience of the forested areas, leading to positive impacts on water quality and stream temperature, benefiting aquatic species which include salmon.

During the development of the Urban Forest Enhancement Plan, both equity and environmental justice were taken into consideration, and the proposed project intends to utilize the findings by exploring options for prioritizing underserved communities.

GRANT OBJECTIVE: Develop program for preserving and enhancing forest hydrology with a focus on protecting receiving water health and ancillary benefits such as urban tree cover and tree retention.			
Action	Description	Start Date	End Date
Task 1	Project Management	Apr 2026	Sep 2026
Step 1.1	The consultant will track and administer contract with the City and coordinate work efforts with the City's project manager.	Apr 2026	Sep 2026
Step 1.2	Develop and submit monthly invoices and progress reports to City.	Apr 2026	Sep 2026
Deliverable 1.1	Monthly Invoices and Progress Letters to City (Provided to Department of Commerce with quarterly progress reports).	May 2026	Sep 2026
Task 2	Existing Data Review & Interdepartmental Coordination	Apr 2026	Apr 2026
Step 2.1	The consultant will support City in interdepartmental team (Surface Water Management, Transportation, Planning &	Apr 2026	Apr 2026

GRANT OBJECTIVE: Develop program for preserving and enhancing forest hydrology with a focus on protecting receiving water health and ancillary benefits such as urban tree cover and tree retention.

Action	Description	Start Date	End Date
	Development, Parks) kick-off meeting to discuss project, shared goals, and separate responsibilities.		
Step 2.2	The consultant will review existing data to confirm adequate information for Task 3 tree assessment. Information will include the 2018 Green Des Moines Partnership Urban Forest Enhancement Plan and existing GIS tree canopy mapping layers generated as part of the NPDES Phase II Municipal Stormwater Permit compliance mapping.	Apr 2026	Apr 2026
Deliverable 2.1	Data Gaps Memo	-	Apr 2026
Task 3	Tree Canopy Assessment	Apr 2026	Jun 2026
Step 3.1	The consultant will conduct an arborist-led, in-field, baseline health analysis of tree canopy, including inspection for invasive species of the parcels considered for transfer to the Surface Water Utility or already in Utility possession.	Apr 2026	Jun 2026
Step 3.2	The consultant will review and evaluate existing City processes, policies, and codes to identify potential constraints to tree canopy maintenance and management. The consultant may also recommend potential codes for more detailed review under a future contract, if applicable. This effort will build upon – rather than repeat – the code review conducted as documented in the February 7, 2025, <i>NPDES Stormwater -Tree Canopy Goals and Policies Technical Memorandum</i> .	Jun 2026	Jun 2026
Step 3.3	Develop GIS file geodatabase of feature classes (layers) based on tree canopy conditions analysis.	Jun 2026	Jun 2026

GRANT OBJECTIVE: Develop program for preserving and enhancing forest hydrology with a focus on protecting receiving water health and ancillary benefits such as urban tree cover and tree retention.

Action	Description	Start Date	End Date
Step 3.4	Develop Tree Canopy Conditions Assessment Technical Memorandum, including PDF maps of canopy conditions.	Jun 2026	Jun 2026
Deliverable 3.1	GIS File Geodatabase	-	Jun 2026
Deliverable 3.2	Tree Canopy Conditions Assessment Memo	-	Jun 2026
Task 4	Alternatives Analysis	Jul 2026	Aug 2026
Step 4.1	The consultant will work with the City interdepartmental team (Surface Water Management, Transportation, Planning & Development, Parks) to develop recommendations for individual canopy management actions.	Jul 2026	Jul 2026
Step 4.2	The consultant will develop a rating system to provide preliminary prioritization of canopy management actions. Rating system will take into account underserved communities, where possible.	Jul 2026	Aug 2026
Step 4.3	The consultant will work with the City to select candidate canopy management actions and document in a technical memorandum.	Aug 2026	Aug 2026
Deliverable 4.1	Canopy Management Actions Technical Memorandum	-	Aug 2026
Task 5	Cost and Staffing Analysis	Aug 2026	Aug 2026
Step 5.1	The consultant will work with the City to estimate staff effort to be expected as part of implementing the plan.	Aug 2026	Aug 2026
Step 5.2	The consultant will estimate cost per acre scale to guide City in potential parcel acquisition.	Aug 2026	Aug 2026
Deliverable 5.1	Cost and Staffing Analysis Technical Memorandum	-	Aug 2026

GRANT OBJECTIVE: Develop program for preserving and enhancing forest hydrology with a focus on protecting receiving water health and ancillary benefits such as urban tree cover and tree retention.

Action	Description	Start Date	End Date
Task 6	Forest Operations and Maintenance SOP & City Council Public Outreach	Aug 2027	Sep 2027
Step 6.1	Develop standard operating procedure (SOP) to document selected tree canopy management actions.	Aug 2027	Aug 2027
Step 6.2	The consultant will provide City with public outreach figures and descriptions of actions to be presented at a 2026 4th-Quarter City Council Meeting.	Sep 2026	Sep 2026
Deliverable 6.1	Urban Forest Operations and Maintenance Plan SOP	-	Sep 2026
Deliverable 6.2	Ordinance adopting Urban Forest Operations and Maintenance Plan SOP by City Council	-	Sep 2026

Attachment B: Budget

Deliverable	Cost
Deliverable 1.1: Consultant Monthly Invoices and Progress Letters to City	\$ 7,500
Deliverable 2.1: Data Gaps Memo	\$ 6,500
Deliverable 3.1: GIS File Geodatabase	\$ 9,000
Deliverable 3.2: Tree Canopy Conditions Assessment Memo	\$28,000
Deliverable 4.1: Canopy Management Actions Technical Memorandum	\$11,500
Deliverable 5.1: Cost and Staffing Analysis Technical Memorandum	\$ 7,500
Deliverable 6.1: Urban Forest Operations and Maintenance Plan SOP	\$10,000
Total:	\$80,000

City of Des Moines 2026-2027 On-Call TA 03 Tree Canopy Maintenance Plan

PROJECT UNDERSTANDING

The City of Des Moines (City) has requested Parametrix support in developing a tree canopy maintenance plan with a focus on protection and restoration of receiving water health. The City has been awarded funding from the Washington State Department of Commerce Salmon Recovery Grant Program (Grant) to support preserving and enhancing forest hydrology with a focus on protecting receiving water health and ancillary benefits such as urban tree cover and tree retention. In addition, the efforts under this scope may also be relevant to the 2024-2029 Washington State Department of Ecology (Ecology) NPDES Western Washington Phase II Municipal Stormwater Permit (Permit) requirements related to tree canopy (Sections S5.C.1.iii and S5.C.4.iii).

The effort under this scope will focus on hydrocanopy, as it has been defined for previous receiving-water related tree canopy work:

Hydrocanopy is considered to be those areas of tree canopy in larger clusters (approximately 10,000 square feet to 0.75 acres) and forested areas (0.75 acres or larger). Hydrocanopy areas on City-owned or operated properties have been mapped by the City in response to the NPDES Western Washington Phase II Municipal Stormwater Permit requirements related to "tree canopy for stormwater management." Hydrocanopy areas have been identified based on studies correlating them to healthier water quality in receiving waters such as lakes, streams, and rivers.

This work builds in part on the City's potential transfer of certain parcels where tree canopy is present from other City departments to Surface Water Management (Figure 1) so that the Stormwater Utility Fund would then fund the maintenance of the hydrocanopy. More discussion of the potential parcel transfer is presented in the *NPDES Stormwater Permit -Tree Canopy Parcel Transfer Cost Analysis* Technical Memorandum (Parametrix, November 10, 2025).

This scope of work has been developed to align with the tasks included in the Grant award. Also, the City is putting all grant funds toward the consultant costs for this scope.

TASK 1 – PROJECT MANAGEMENT

Measurable Objective

This effort is intended to track, manage, document, and report on the work effort throughout the life of the contract.

Approach

Parametrix will administer and track the contracted effort, including preparing monthly invoices. Parametrix's project manager will coordinate with City's project manager through bi-monthly (every two weeks) virtual meetings and additional email contact regarding scope, schedule, budget, and work progress.

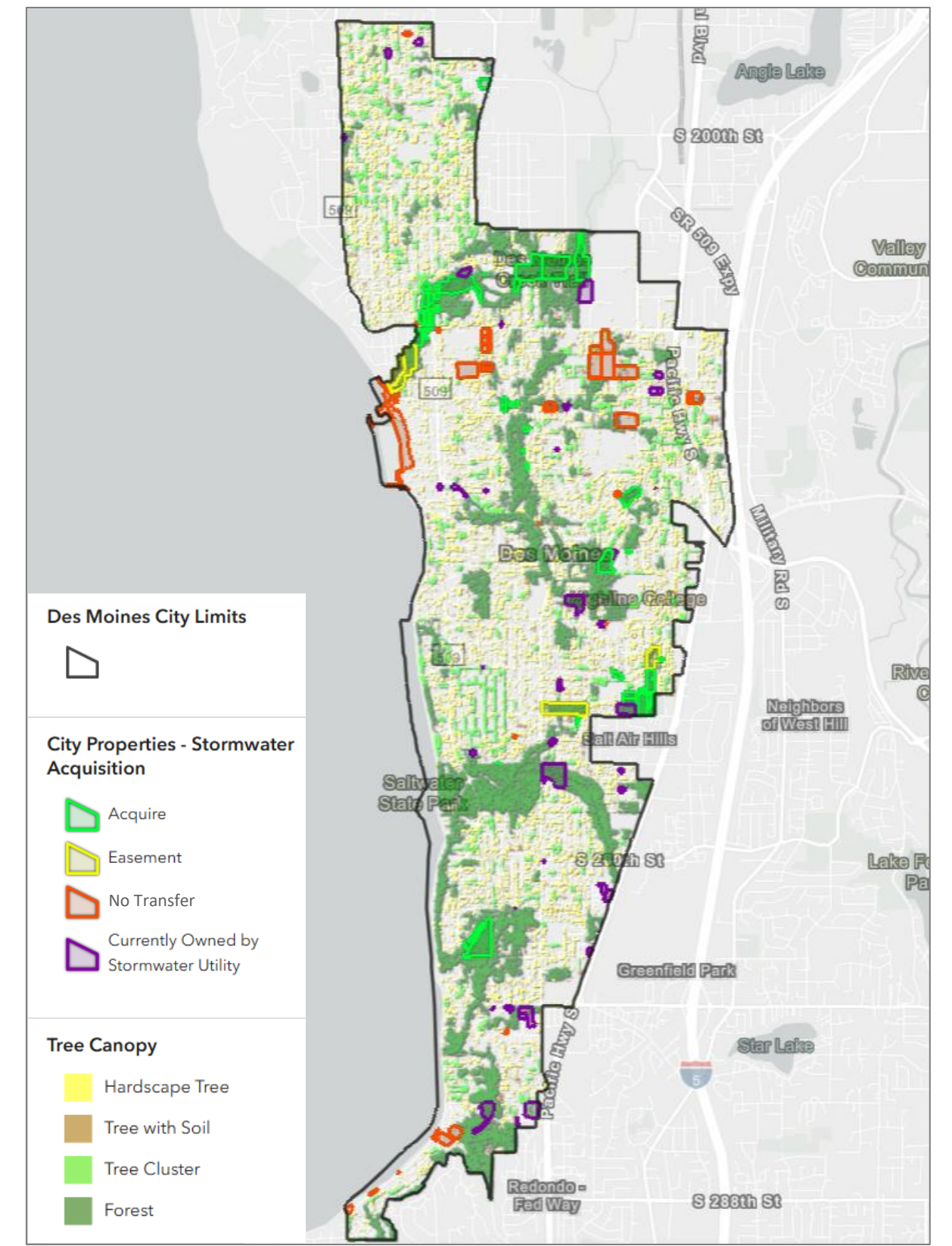


Figure 1. City-Owned Parcel Transfer Location Map

Assumptions

- Project management will extend from April 1, 2026, through October 31, 2026 (approximately 7 months).
- The Parametrix project manager will coordinate with City project manager approximately every two weeks by phone or video call. More frequent coordination may be conducted as needed.

Deliverables

- Monthly invoices itemized by time spent within each task and progress reports identifying the related deliverables for the time spent and percent of work complete for each task.
- QA/QC review documentation (delivered upon request).

TASK 2 –DATA REVIEW & INTERDEPARTMENTAL COORDINATION**Measurable Objective**

This effort is intended to establish interdepartmental understanding of the project purpose and share information to support subsequent task work.

ApproachThe City will

- Invite staff to and attend an Interdepartmental Team (Surface Water Management, Transportation, Planning & Development, Parks) kick-off meeting.
- Provide past reports, GIS layers, and other available data and will facilitate discussions with Community Development, Parks, and Utility field staff to collect information and solicit feedback.

The Parametrix/Tree Solutions team will:

- Attend and moderate an Interdepartmental Team kick-off meeting to discuss the project, shared goals, separate responsibilities, and tree assessment candidate sites and potential assessment metrics. [Parametrix/Tree Solutions]
- Review existing data to confirm adequate information for Task 3 tree canopy assessment. Information will include the 2018 Green Des Moines Partnership Urban Forest Enhancement Plan and existing GIS hydrocanopy mapping layers generated as part of the NPDES Phase II Municipal Stormwater Permit compliance mapping. [Parametrix/Tree Solutions]
- Develop a data gaps technical memorandum based on goals discussed at the Interdepartmental Team kick-off meeting and review of the information. [Parametrix]

Assumptions

- Where possible, the analysis will be structured to facilitate collaboration with staff of other City departments who may be evaluating non-storm and surface water functions of tree canopy.

- Up to four (4) Parametrix/Tree Solutions team members will attend the Interdepartmental Team kick-off. A two-hour meeting is assumed.
- Tree canopy condition metrics to be used and candidate sites to be visited in the Task 3 field assessment will be discussed and confirmed during the Interdepartmental Team kick-off meeting.

Deliverables

- Data Gaps Technical Memorandum, approximately 3 pages not including attachments.

TASK 3 – TREE CANOPY ASSESSMENT

Measurable Objective

This task is intended to develop a high-level conditions assessment of the existing hydrocanopy on City-owned parcels (Figure 1).

Approach

The City will:

- Provide relevant GIS layers of previously mapped hydrocanopy and City parcel ownership information.
- Coordinate all rights-of-entry, facilitate physical entry (e.g. unlock gates, communicate with guards, etc.), and provide accompanying City staff, where necessary, to the consultant arborist team.

The Parametrix/Tree Solutions team will:

- Conduct an arborist-led, in-field, baseline health assessment of tree canopy, including inspection for invasive species of the parcels considered for transfer to the Surface Water Utility or already in Utility possession. [Tree Solutions]
- Review and evaluate existing City processes, policies, and codes to identify potential constraints to tree canopy maintenance and management; and potentially recommend additional codes for more detailed review under a future contract, if applicable. This effort will build upon – rather than repeat – the code review conducted as documented in the *NPDES Stormwater -Tree Canopy Goals and Policies* Technical Memorandum (Parametrix, February 7, 2025). [Parametrix]
- Develop GIS file geodatabase of feature classes (layers) based on tree canopy conditions analysis. [Parametrix]
- Develop Tree Canopy Conditions Assessment Technical Memorandum, including PDF maps of canopy conditions. [Parametrix/Tree Solutions]

Assumptions

- The in-field tree canopy assessment assumes:
 - 2 Tree Solutions team members will travel to various sites throughout the City for a total of 5 days based on parcels indicated as “To Be Acquired” and “Currently Owned by Stormwater Utility” in Figure 1.
 - A minimum of 2 sites per day will be visited.
 - The site visits are not expected to encompass all portions of parcels or all parcels indicated as “To Be Acquired” and “Currently Owned by Stormwater Utility” in Figure 1.
 - Tree canopy condition metrics to be used and candidate sites to be visited will be discussed and confirmed during the Task 2 Interdepartmental Team kick-off meeting.
 - Tree canopy condition metrics assessed during the site visits will be high-level and focus on overall canopy health (e.g., no individual tree pruning needs will be recorded, no specific planting sites will be identified, etc.). Invasive species identification and documentation will be high-level and focus only on occurrences posing the highest risk to overall canopy health.
 - Tree canopy condition metrics assessed during the site visits may vary depending on the canopy characteristics of the site (e.g., in forested areas, the team may look for patterns of and obstacles to natural regeneration; in tree clusters and smaller park areas, the team may look for more human-caused impacts such as root and soil compaction from parking).
- The code and policy review is budgeted as effort-based, with Parametrix team total level of effort not to exceed 40 hours.

Deliverables

- GIS File Geodatabase.
- Draft and final Tree Canopy Conditions Assessment Memo, approximately 5 pages not including attachments.

TASK 4 – ALTERANTIVES ANALYSIS

Measurable Objective

Approach

The City will:

- Invite staff to and attend a second Interdepartmental Team (Surface Water Management, Transportation, Planning & Development, Parks) meeting to develop recommendations for individual canopy management actions and discuss potential metrics to be used in a canopy management action rating system.
- Work with the Parametrix/Tree Solutions team to select candidate canopy management actions based on the developed rating system and prioritized recommendations.

The Parametrix/Tree Solutions team will:

- Attend and moderate a second meeting with the City Interdepartmental Team (Surface Water Management, Transportation, Planning & Development, Parks) to develop recommendations for individual canopy management actions. [Parametrix/Tree Solutions]
- Develop a rating system to provide preliminary prioritization of canopy management actions. The rating system will take into account underserved communities, where possible. [Parametrix/Tree Solutions]
- Work with the City Surface Water staff to select candidate canopy management actions. [Parametrix]
- Develop a draft and final Canopy Management Actions Technical Memorandum. [Parametrix/Tree Solutions]

Assumptions

- Up to four (4) Parametrix/Tree Solutions team members will attend the second Interdepartmental Team meeting. A two-hour meeting is assumed.

Deliverables

- A draft and final Canopy Management Actions Technical Memorandum, approximately 10 pages, not including attachments.

TASK 5 – COST AND STAFFING ANALYSIS

Measurable Objective

This task is intended to provide the City with an estimate of the potential long-term staffing costs associated with the proposed Canopy Management Actions identified in Task 5.

Approach

The City will provide the following ownership, cost, and funding information, as available:

- Staff FTEs currently allocated to the maintenance of city trees, both those managed by Surface Water Management and other departments.
- Spending allocation of the current Stormwater Utility Fund.

The Parametrix/Tree Solutions team will:

- Work with the City to estimate staff effort to be expected as part of implementing the plan. Where possible, the Parametrix/Tree Solutions team will itemize elements of the proposed Canopy Management Actions identified in Task 5 to facilitate staff effort estimates. [Parametrix/Tree Solutions]
- Estimate cost per acre scale to guide City in potential parcel acquisition. [Parametrix]
- Document findings in a draft and final Cost and Staffing Analysis Technical Memorandum. [Parametrix/Tree Solutions]

Assumptions

- Cost estimates will mainly be in the form of City staff annual FTE time. Equipment acquisition and long-term equipment maintenance costs will be included only as necessary based on the proposed Canopy Management Actions identified in Task 5.
- Relevant staff effort and cost information will be taken from the *NPDES Stormwater Permit -Tree Canopy Parcel Transfer Cost Analysis* Technical Memorandum (Parametrix, November 10, 2025).

Deliverables

- A draft and final Cost and Staffing Analysis Technical Memorandum, approximately 5 pages, not including attachments.

TASK 6 – FOREST OPERATIONS AND MAINTENANCE SOP & CITY COUNCIL PUBLIC OUTREACH

Measurable Objective

The purpose of this task is to develop standard operating procedures (SOPs) for the selected tree canopy management actions suitable for execution by City operations and maintenance staff, and to support the City in communicating the recommended SOPs to the City Council and public.

Approach

The City will:

- Provide copies of existing City SOPs and other documentation relevant to current tree canopy maintenance.

The Parametrix/Tree Solutions team will:

- Develop SOPs relevant to selected tree canopy management actions. [Parametrix/Tree Solutions]
- Provide City with public outreach figures and descriptions of actions to be presented at a 2026 4th-Quarter City Council Meeting. [Parametrix]

Assumptions

- Standard operating procedures for the selected tree canopy management actions may be taken from existing industry guidance documents.
- City Council public outreach figures and descriptions will be in electronic PDF format at resolutions suitable for web-based sharing or large-screen projection.
- The budget assumes that no Parametrix/Tree Solutions team staff will participate in public outreach or City Council meetings.

Deliverables

- Public outreach figures and descriptions of actions to be presented at a 2026 4th-Quarter City Council Meeting.
- Draft and Final Urban Forest Operations and Maintenance Plan Standard Operating Procedures, approximately 10 pages, not including attachments.

Project Budget
Parametrix/Tree Solutions

			Julie G. Brandt	John Featherstone	Lindsay C. Cotnoir	Chad L. Tinsley	Michael L. Hall	Debra M. Fetherston	Susan Swift	Kristen J. Zimmerman	Jordanna D. Lebow	Jean N. Johnson	Parametrix	Tree Solutions	Parametrix + Tree Solutions	
			Sr Engineer	Sr Consultant	Engineer II	Sr GIS Analyst	Sr Scientist	Publications Supervisor	Technical Editor	Project Controls Specialist	Project Accountant	Sr Contract Administrator				
Task	Note	Description											Hours	Cost	Cost	Total Cost
01		Project Management	10	-	-	-	-	-	-	20	8	1	39	\$5,627.05	\$ 1,872.95	\$7,500.00
	01	Project Set-up & Tracking (7 months)	6							12		1	19	\$2,975.71		
	02	Delvb 1.1: Monthly Invoices and Progress Letters to City	4							8	8		20	\$2,651.34		
02		Data Review & Interdepartmental Coordination	9	-	12	7	2	1	1	-	-	-	32	\$5,764.23	\$ 735.77	\$6,500.00
	01	Interdepartmental Team Kick-Off	3			3	2						8	\$1,722.59		
	02	Data Collection & Review	4		4	4							12	\$2,200.30		
	03	Delvb 2.1: Data Gaps Memo (Final only)	2		8			1	1				12	\$1,841.34		
03		Tree Canopy Assessment	18	1	20	26	40	1	1	-	-	-	107	\$21,361.21	\$ 15,138.79	\$36,500.00
	01	Arborist-Led Field Health Assessment	1			2							3	\$591.48		
	02	City Procedure, Policy, and Code Review	3	1			36						40	\$9,352.12		
	03	Delvb 3.1: GIS File Geodatabase	4			24							28	\$5,102.86		
	04	Draft Tree Canopy Conditions Assessment Memo	6		12		2	1	1				22	\$3,818.74		
	05	Delvb 3.2: Final Tree Canopy Conditions Assessment Memo	4		8		2						14	\$2,496.02		
04		Alternatives Analysis	19	3	34	4	-	-	-	-	-	-	60	\$10,730.52	\$ 769.48	\$11,500.00
	01	Interdepartmental Team Mtg #2	3			3							6	\$1,261.25		
	02	Rating System Development	8	1	16	1							26	\$4,540.48		
	03	Canopy Mgmt Action Selection	2		4								6	\$1,017.34		
	04	Draft Canopy Mgmt Actions Tech Memo	4	1	10								15	\$2,594.05		
	05	Delvb 4.1: Final Canopy Mgmt Actions Tech Memo	2	1	4								7	\$1,317.39		
05		Cost & Staffing Analysis	9	3	24	4	-	1	1	-	-	-	42	\$7,245.74	\$ 254.26	\$7,500.00
	01	Estimate Canopy Maintenance FTEs	2	1	8								11	\$1,836.02		
	02	Estimate Cost per Acre	1		2	4							7	\$1,192.91		
	03	Draft Cost and Staffing Analysis Tech Memo	4	1	10			1	1				17	\$2,899.42		
	04	Delvb 5.1: Final Cost and Staffing Analysis Tech Memo	2	1	4								7	\$1,317.39		
06		Forest O&M SOP & City Council Public Outreach	8	4	26	14	-	1	1	-	-	-	54	\$9,266.33	\$ 733.67	\$10,000.00
	01	City Council/Public Outreach Figures	2		2	8							12	\$2,126.50		
	02	Draft Urban Forest O&M SOP	4	2	16	4		1	1				28	\$4,661.65		
	03	Delvb 6.1: Final Urban Forest O&M SOP	2	2	8	2							14	\$2,478.18		
Labor Totals:			73	11	116	55	42	4	4	20	8	1	334	\$59,995.09	\$19,504.91	\$79,500.00

Other Direct Expenses (Included in Grant Task 3)

Mileage (50 mi roundtrip+site distances, 5 days):	\$	-	\$	250.00	\$	250.00
Field Equipment (e.g., Tree Tags):	\$	-	\$	250.00	\$	250.00
Other Direct Expenses Total (Grant Task 3):	\$	-	\$	500.00	\$	500.00

Project Total \$80,000.00

**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Redondo Manhole Replacement Project – Construction Contract Award

ATTACHMENTS:

1. PublicWorks Contract - Redondo Manholes
2. AA Asphaltting Quote

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

February 19, 2026

CLEARANCES:

Finance

Public Works

Purpose and Recommendation

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

Suggested Motion:

Motion: “I move to approve the Public Works Contract with AA Asphaltting (Contractor) for the Redondo Manhole Replacement Project in the amount of \$81,560 and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Background

Many of the manhole lids for the surface water drainage system on Redondo Beach Drive South have weathered and loosened over time due to wear and proximity to Puget Sound. City Maintenance has historically addressed this by using larger bolts to secure the manhole lids to their grates. In recent years, the bolts needed to secure the manholes have reached the maximum feasible size in some locations, indicating that this fix is no longer a feasible solution. To address this issue, Public Works has elected to replace twenty-two lids with a composite material that will have a reduced impact from proximity to salt water.

This contract has additional scope to repave part of the intersection on 8th Avenue South and South 196th Street in response to a failing stormwater trench patch from a previously installed stormwater pipe section. At the time of the complaint, the City's maintenance crew performed a temporary fix, but repaving with hot mix asphalt would serve as a long-term fix to the issue.

Discussion

Construction Contract

The engineer's estimate was under \$150,000 and the project was advertised to registered contractors directly through Municipal Research and Services Center (MRSC), following their guidelines. The project was advertised at the end of October in 2025 for the original scope of work to replace the manhole lids and grates. Of the two responsive contractors, AA Asphaltting was the lowest bid, but due to weather constraints in December, they could not complete the original scope within the designated time frame of 2025 (year-end).

In January of 2026, the project was reassessed and select pavement restorations on Redondo Beach Drive South and South 196th Street were added to the scope. AA Asphaltting was re-engaged for an estimate with the expanded paving and responded with a total cost of \$81,560 for all items. Staff recommends award of the contract to AA Asphaltting. Project completion is expected within 5 working days of Notice to Proceed, which is anticipated for late spring. The work on Redondo Beach Drive South will include temporary traffic control, with a lane closure including a partial boardwalk closure adjacent to the active construction zone. The work on South 196th Street will include a temporary closure of South 196th Street at the intersection with 8th Avenue South. Following standard procedures, a notice will be sent to residents in the area to give a 2-week notice of the closure and provide details of the upcoming signed detour route. Additionally, the Redondo Beach Drive work will be included in the City Manager's Report with the same 2-week notice.

Alternatives

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

Financial Impact

The City's Surface Water Utility Capitol Improvement Project Budget under budget code SWCIP0033, includes revenues to achieve full project funding.

Recommendation

Staff recommends the adoption of the motion.



PUBLIC WORKS CONTRACT between City of Des Moines and

AA Asphaltting LLC

THIS CONTRACT is made and entered into this 16th day of March, 2026, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and AA Asphaltting LLC organized under the laws of the State of Washington, located and doing business at 14720 Puyallup St, Sumner, WA 98390, (253) 303-9716, Scott Droppelman (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

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

Contractor Shall:

- Remove and replace 22 manhole lids and grates with city provided replacements on Redondo Beach Dr
- Perform asphalt patching up to 36 tons on Redondo Beach Dr
- Perform traffic control on Redondo Beach Dr
- Adjust 2 water valves and 2 catch basins on 196th
- Grind and Overlay 1700 SF of roadway on 196th
- Perform traffic control on 196th

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

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



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

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

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

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

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

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within 5 days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$81,560, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract

shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

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

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

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

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

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

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

VI. Liquidated Damages. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are

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

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$2,446.80** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

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

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

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

IX. Compliance with Wage, Hour, Safety, and Health Laws. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. Days and Time of Work. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

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

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

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

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

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

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

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

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion,

color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

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

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

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

E. Notice of Cancellation

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

F. Failure to Maintain Insurance

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

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

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

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. Debarment. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives

its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

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

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

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

CONTRACTOR:	CITY OF DES MOINES:
By: _____	By: _____

(signature) Print Name: _____ Its _____ (Title) DATE: _____	(signature) Print Name: <u>Katherine Caffrey</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to form: _____ City Attorney DATE: _____ _____ Director DATE: _____
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NOTICES TO BE SENT TO: CONTRACTOR: Scott Droppelman AA Asphaltting 14720 Puyallup St Sumner, WA 98390 (253) 303-9716 (telephone) Scott.droppelman@aaasphlating.com (facsimile/email)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Jeron Griffin City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6523 (telephone) jgriffin@DesMoinesWA.gov (facsimile/email)
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AA ASPHALTING LLC

14720 PUYALLUP ST.
SUMNER, WA 98390
(253) 863-4759 (253) 939-0214
FAX (253) 863-5402

PROPOSAL AND CONTRACT

NAME: CITY OF DES MOINES
ADDRESS: 21630 11th AVE S, SUITE A,
CITY/ST.: DES MOINES, WA. 98198

ATTN: JERON GRIFFIN
PHONE #: 206-878-4595
DIRECT #: 206-870-6523
E-MAIL: jgriffin@desmoineswa.gov

PROJECT: MANHOLE COVER REPLACEMENT & ASPHALT PATCHING
28608 REDONDO BEACH DR,
DES MOINES, WA. 98198

DESCRIPTION: ITEM # 1 - 22 MANHOLE RING & COVER REPLACEMENT
DESCRIPTION: ITEM # 2 - ASPHALT PATCHING - 700 SF @ 8" ASPHALT
OWNER PROVIDED RING & COVERS

BID DATE: 1/28/2026

BID#: 02486

We propose to furnish all materials and labor to complete in a substantial and workmanlike manner according to standard practices.

QUANTITY	DESCRIPTION OF WORK	BID PRICE
ITEM # 1 - 22 - RING & COVER REPLACEMENTS & ASPHALT PATCHING - 300 SF @ 8" ASPHALT = UP TO 16 TONS - (INCLUDES 1 - TCS & 1 FLAGGER)		
JACKHAMMER EXISTING ASPHALT, EXCAVATE 8" BELOW GRADE. REMOVE RING AND COVER. HAUL AWAY DEBRIS. PLACING NEW RING AND COVER COST INCLUDES, 1 HR CREW TIME PER RING AND COVER ADJUSTMENT TO GRADE. COMPACT BASE AND TACK COAT ASPHALT EDGES. PAVE WITH 8" OF CLASS 1/2" HMA. TAMP AND SEAL EDGES,		
22 EA.	LUMP SUM	\$ 43,560.00
HR(S) (unit cost for added M/H base adjustment per hour)	\$ 1,150.00 PER HOUR	\$ -
SF (unit cost for added asphalt patching per sq ft @ 8")	\$ 28.00 PER SQ FT	\$ -
DEPTH (unit cost for added asphalt patching per 1" depth)	\$ 3.50 PER 1" DEPTH PER SF	\$ -
ROCK IF NEEDED		
TN(S) (unit cost for added base removal & rock placing per ton)	\$ 495.00 PER TON	\$ -
ITEM # 2 - ASPHALT PATCHING - 700 SF @ 8" ASPHALT = UP TO 36 TONS - (INCLUDES 1 - TCS & 1 FLAGGER)		
SAW CUT EXISTING ASPHALT, EXCAVATE 8" BELOW GRADE. HAUL AWAY DEBRIS. COMPACT BASE. AND TACK COAT ASPHALT EDGES. PAVE WITH 8" OF CLASS 1/2" HMA. TAMP AND SEAL EDGES,		
700 SQ. FT.	LUMP SUM	\$ 19,600.00
SF (unit cost for added asphalt patching per sq ft @ 8")	\$ 28.00 PER SQ FT	\$ -
DEPTH (unit cost for added asphalt patching per 1" depth)	\$ 3.50 PER 1" DEPTH PER SF	\$ -
ROCK IF NEEDED		
TN(S) (unit cost for added base removal & rock placing per ton)	\$ 495.00 PER TON	\$ -

EXCLUSIONS: SALES/USE TAX, PERMITS, TROLLEYS, BONDING, ENGINEERING, TESTING, SHOP DRAWINGS, OVERTIME & WEEKEND WORK, PLANT OPENING FEES, TRAFFIC CONTROL PLAN, HAZARDOUS MATERIALS DISPOSAL, NIGHT WORK, PAVEMENT MARKINGS, MESSAGE SIGNS, ARROW BOARDS

All of the above work to be completed for the sum of SEE ABOVE, plus tax, if applicable.

General liability and automobile liability coverage with a \$1,000,000 limit including blanket additional insured and waiver of subrogation endorsements are included in this quotation, if required by written contract. With Credit Card use, add 3.5% to total billing.

TERMS: Net Cash 30 Days Upon Completion. Credit/debit cards are accepted. Proposal subject to change or cancellation after 30 days.

If this account is in default and is assigned to a collection agency for collection, then (customer) shall be liable for collection costs and fees including contingent collection fees charged by the collection agency in addition to principal, interest at 18% annum and all other charges owing on the account. If legal action is commenced, then Washington law shall apply, AA Asphaltting LLC may place venue in the Superior Court of Pierce County, Washington and the prevailing party shall be awarded its taxable costs and reasonable attorney fees.

AA Asphaltting LLC assumes no responsibility or liability for subgrade failures, damage to or from hidden utilities, wires or other structures.

***All permits are the responsibility of the purchaser.**

***If Owner/Contractor requires a specific signed Subcontract-Agreement, cost will need to be adjusted to meet additional terms of that contract.**

***AA Asphaltting is an equal opportunity employer.**

Respectfully submitted,

AA Asphaltting LLC

By, *Bruce D. Allen*

ACCEPTANCE

The above proposal is hereby accepted. You are authorized to complete the work described, and I/We agree to pay the amount described according to the terms thereof:

Date: _____ Authorized Signature: _____

This contractor is registered with the State of Washington, registration No. AAASPI223DF, (expiration date August 1), as a general / specialty contractor and has posted with the state a bond or cash deposit of \$6,000.00 for the purpose of satisfying claims against the contractor for negligent or improper work or breach of contract in the conduct of the contractor's business. This bond or cash deposit may not be sufficient to cover a claim which might arise from the work done under your contract. If any supplier or materials used in your construction project or any employee of the contractor or subcontractor is not paid by the contractor or subcontractor on your job, your property may be liened to force payment. If you wish additional protection, you may ask the contractor to provide you with original "lien release" documents from each supplier or subcontractor on your project. The contractor is required to provide you further information about lien release documents, if you request it. General information is also available from the Department of Labor and Industries. This notice is sent in compliance with the laws of the State of Washington RCW 18.27114.

PLEASE SIGN AND RETURN ONE COPY

BID#: 02486

Sales Director/CEO: _____

SWM Maintenance Project Cost Estimate

City of Des Moines, WA

Project Name:	8th and 196th pavement repair
Work Order:	
Location:	8th Ave S, S 196th St

Estimate Prepared by:	Alex Johnson
Project Designed by:	Alex Johnson
Project Approved by:	Tyler Beekley

Project Description:
Adjust 2 CB, 2 water valve cans, grind and overlay roadway.

Itemized Costs					
Code	Item	Qty	Unit	Unit Cost	Total Cost
1	Mobilization	1	LS	\$2,900.00	\$2,900.00
2	Temporary Traffic Control	1	LS	\$2,675.00	\$2,675.00
3	Planing Bituminous Pavement	1700	SF	\$2.25	\$3,825.00
4	HMA Cl. 1/2 inch PG 58H-22	22	TON	\$300.00	\$6,600.00
5	Adjust water valve	2	EA	\$500.00	\$1,000.00
6	Adjust catch basin	2	EA	\$700.00	\$1,400.00
TOTAL ESTIMATED PROJECT COST^{ab}					\$ 18,400.00
					-

AA Asphaltting, LLC - Sales & Use tax excluded from estimate.

**City Council
AGENDA ITEM**

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

SUBJECT: 2026 Field House Maintenance

ATTACHMENTS:

1. Public Works Contract with Long Painting Company
2. MacDonald-Miller Proposal #1295CW v2

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

February 24, 2026

CLEARANCES:

Finance

Parks Recreation & Senior Services

Public Works

Purpose and Recommendation

The purpose of this Agenda Item is to seek City Council approval of the Public Works Contract with Long Painting Company (Attachment 1) and MacDonald-Miller Proposal #1295CW v2 (Attachment 2), for 2026 Field House Maintenance. The following motion will appear on the Consent Agenda:

Suggested Motion:

Motion: “I move to approve the Public Works Contract with Long Painting Company in the amount of \$57,006.14 and the MacDonald-Miller Proposal #1295CW v2 in the amount of \$54,321.22 for 2026 Field House Maintenance, authorize a project construction contingency in the amount of \$13,500.00, and further authorize the City Manager to sign said Public Works Contract and Proposal substantially in the forms as submitted.”

Background

The Field House was constructed in 1939–1940, as indicated by the brass plaques embedded near the front entrance. The building’s exterior half-log siding is exposed to significant weathering each year, resulting in ongoing deterioration from the elements. In addition, the facility contains an outdated lighting system, particularly in the main floor gymnasium, which would benefit from modernization.

Discussion

The exterior of the Field House is overdue for cleaning and repainting. There are several locations where gaps in the exterior siding allow visibility from outside into the building.

These areas require repair to prevent weather intrusion and potential damage to the interior walls. The building was last painted in 2013 by Long Painting Company. The contractor has indicated they plan to complete the painting work prior to the start of Camp Khaos this summer.

The gymnasium is heavily used throughout the year and the current lighting system is outdated and increasingly costly and labor-intensive to maintain. The lighting was last upgraded in 2011 as part of an energy improvement project that replaced T-12 bulbs with T-8 bulbs and added occupancy sensors.

MacDonald-Miller has provided a proposal to replace the existing fixtures with new LED lighting. The project would remove the outdated fixtures, repair and patch the ceiling where fixtures are removed, and install suspended 2-foot LED fixtures designed to withstand ball strikes. The new lighting would provide improved brightness, increased energy efficiency, and reduced maintenance requirements. The proposal also includes an estimated rebate from Puget Sound Energy (PSE), with the final rebate amount to be determined upon project completion and verification by PSE.

Recently, two separate ball-strike incidents involving the existing fixtures nearly resulted in electrical fires. These incidents highlight the safety risks associated with the current system and underscore the need to replace the gymnasium lighting.

Alternatives

This work could be deferred to a later date; however, staff does not recommend delaying these repairs.

Financial Impact

There are adequate Park Levy funds to cover the costs of this maintenance.

Recommendation

Staff recommends approval of the suggested motion.



PUBLIC WORKS CONTRACT

between City of Des Moines and

Long Painting Company

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Long Painting Company organized under the laws of the State of Washington, located and doing business at 21414 68th Ave S, Kent, WA 98032, (206) 639-4782, Jonothan Holka (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope of Work and proposal dated February 6, 2026, attached hereto and incorporated herein by reference.

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

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

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

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

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

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

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

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **30 Working Days**, and be complete before **June 19, 2026**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$51,636.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A". Total amount of contract, including applicable sales tax, not to exceed \$57,006.14.

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

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

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

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

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

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

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

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

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

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$285.03** [*Liquidated Damages = (0.15*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

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

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

Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion,

color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

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

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

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

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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

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

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

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

XXI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives

its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

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

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

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

CONTRACTOR: By: _____ <i>(Signature)</i> Print Name: _____ Its: _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(Signature)</i> Print Name: <u>Katherine Caffrey</u> Its: <u>City Manager</u> <i>(Title)</i> DATE: _____
Approved as to Form: _____ City Attorney DATE: _____	

NOTICES TO BE SENT TO: CONTRACTOR: Jonothan Holka Long Painting Company 21414 68th Ave S Kent, WA 98032 (206) 639-4782 (telephone) jonothanh@longpainting.com (e-mail address)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) sromano@desmoineswa.gov (e-mail address)
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At the direction of the Des Moines
City Council taken at an open
Public meeting on _____.

EXHIBIT "A"

2026 FIELD HOUSE EXTERIOR PAINTING/STAINING SCOPE OF WORK:

BASE SCOPE:

- Pressure wash (low pressure less than 100 psi to avoid damaging the logs and/or getting water inside the wall cavity), scrape, caulk as necessary to fill gaps, prime, and paint wood logs with two coats of Sherwin Williams color match of former Parker Paint #8726N "Mocha Brown".
- Pressure wash and clean all black metal and stainless steel railings.
- Pressure wash, scrape as needed, and paint all exterior door trim with two coats of Sherwin Williams color match of former Parker Paint #8106N "Caulfield Green".
- Pressure wash, scrape as needed, prime, and paint the wood posts and railing on the north side with two coats of Sherwin Williams color match of former Parker Paint #8106N "Caulfield Green".
- Clean-up of all window and door glass, and possibly some inside flooring (due to pressure washing) upon completion of cleaning, painting/staining.
- Clean-up of all sidewalks and walkways upon completion of cleaning, painting/staining.
- Protection of the landscaping and irrigation onsite during cleaning, painting/staining.
- Allowing public access to the facility at ALL times during cleaning, painting/staining.
- Do **NOT** block or obstruct the marked "FIRE LANE" on the North side of the building.
- Clean-up of all tools and materials prior to each weekend so that the site is readily accessible to patrons.
- Clean-up of all debris from the premises upon completion of the work.

PAINTING/STAINING THE EXTERIOR SIDES OF ALL DOORS:

- a) Pressure wash, strip as needed, and re-stain the 3 existing stained doors (all 3 are on the South side {1 double door, and 1 single door} with two coats of Sikkens Cetol SRD Translucent Wood Finish "077 Cedar").
- b) Pressure wash, scrape as needed, prime, and paint the 2 single doors on the West side with two coats of Sherwin Williams color match of former Parker Paint #8106N "Caulfield Green".
- c) Pressure wash, scrape as needed, prime, and paint the 2 single doors on the North side with two coats of Sherwin Williams color match of former Parker Paint #8106N "Caulfield Green".

CLEANING AND SEALING THE CHIMNEY:

Pressure wash and reseal the entire chimney on the North side.

PAINTING EXTERIOR WINDOW TRIM:

Pressure wash, scrape as needed, and paint the outer 4 sides of window trim at each window opening (there are 56 total windows) with two coats of Sherwin Williams color match of former Parker Paint #8106N "Caulfield Green".

REMOVAL/INSTALLATION OF BIRD DETERRENT SPIKES:

Remove and dispose of the existing bird deterrent spikes (some are already missing). Thoroughly clean the surrounding areas to remove bird droppings and other residues, and paint with two coats of Sherwin Williams color match of former Parker Paint #8726N "Mocha Brown". Install new stainless steel bird deterrent spikes at 34 locations (each visible log corbel as follows – 8 on the East end, 4 on the North wall over the single door, 6 on the North wall parapets, 10 on the West end, and 6 on the South wall parapets).



21414 68th Avenue South
Kent, WA 98032
Phone: (253) 234-8050
LONGP**230MA

February 6, 2026

Field House

Attn: Scott Romano

Project: Exterior Painting/Staining

Scope of Work: Apply paint finish to exterior

Pricing: 51,636

General Clarifications:

1. Owner to provide temporary power, water, and sanitary facilities on site at no cost.
2. Adequate laydown/storage areas on site to be provided at no cost.
3. Assumes full use of areas during our work.
4. All areas of masking to remain in place until completion of our scope of work.
5. Allow public access to facility at all times during scope of work.
6. Matching existing colors and color schemes.

Inclusions:

1. Includes a 1-year labor warranty from date of completion.
2. All materials, access equipment and safety equipment needed to complete scope of work.
3. Includes providing and laying down plywood as needed for boom lift access.
4. Clean with brush and water method before applying finishes.
5. Scrape all loose paint back to tight and overlay all existing caulking as needed.
6. Mask all substrates as needed before applying finish coatings.
7. Apply two coats of finish onto exterior of body and soffits utilizing Sherwin Williams Woodscapes Acrylic Solid Color Stain to match existing color.
8. Apply two coats of finish onto exterior doors and outer edge of windows utilizing Sherwin Williams Sher-Cryl HPA Finish.
9. Apply two coats of finish onto exterior wood doors utilizing Woodscapes Premium Translucent Finish.
10. Apply one coat of sealer on chimney utilizing Sherwin Williams BSM40 VOC.
11. Remove bird spikes and install new ones.
12. Clean work areas daily.

Exclusions:

1. Excludes Washington State Sales Tax.
2. Weekend work and overtime.
3. Excluded painting of full window frames.

Sincerely,

LONG PAINTING COMPANY

Megan Clousing - Estimator- Email: Meganc@longpainting.com

"YOUR PARTNER IN SAFETY, QUALITY AND SERVICE"™

www.longpainting.com

January 26, 2026

Proposal #1295CW v2



Scott Romano
City of Des Moines - Fieldhouse
21650 11th Ave S, Des Moines, WA 98198
206-450-6758

Subject: Des Moines Fieldhouse – Lighting Upgrades

1000 S 220th St, Des Moines, WA 98198:

Dear Scott,

MacDonald-Miller Facility Solutions is pleased to provide you with the following proposal to upgrade 27 lights to energy efficient, LED light fixtures. Due to the increased energy efficiency, a rebate has been applied to the cost of the equipment and is reflected in the pricing below. Openings for the existing light housing will be covered with car decking material, and the new lights will hang below. The new lights are designed to handle impact from basketballs and other gym balls.

SCOPE & INCLUSIONS

Base Scope

- Perform a preconstruction site walk to verify conditions and begin project detailing
- Removal and disposal of 26 existing lights and housing above the gym
- Cut car decking material to fit existing openings with loops for new light chains
- Rental of scissor lift for access
- Hang 26 new lights from car decking
- Demo and dispose of one (1) light above the stage
- Replace with a lighting fixture in same location
- Start-up and commissioning by vendor, including program lighting with remote control(s)
- Electrical permit
- Close out package
- 1-year parts & labor warranty

EXCLUSIONS (unless specifically stated above)

- Structural and electrical modifications
- Structural upgrades if necessary
- Engineering for existing HVAC system evaluation and redesign
- Controls



- Bonds
- Warranty, upgrades or repairs to existing systems not specifically outlined in this proposal
- Long-term storage of equipment or materials
- Allowance for any hidden/unknown existing conditions, except as noted above
- Any increased costs (whether in price or related to delays in availability) of materials and/or equipment associated with tariffs, levies, duties or taxes
- Washington State Sales Tax

LEAD TIMES (as of date above, subject to change)

- Equipment: 1-2 weeks from date of order

CLARIFICATIONS & ASSUMPTIONS

- Power to the lights will be shut off during installation
- Assuming clear access to all working areas
- Subject to additional site inspections and engineering review
- Quote based on work occurring during normal working hours: M-F 6am-2:30pm
- Scope as described must be accepted by the Authority Having Jurisdiction (AHJ) for this proposal to become valid
- Proposal is valid for 30 days from date above
- Regarding payment: Preferred payments made by check. Please note that use of credit card for payment will include a surcharge of 3.5% of invoice, we accept Mastercard and Visa.

PRICING

Total \$49,204* plus WSST

*After estimated PSE Rebate Amount: \$9,550 (value subject to approval by utility)

Thank you again for the opportunity to provide you with this proposal. If you should have any questions or should require any further information, please don't hesitate to contact me at 206-473-0845.

Thank you,



Chris Watson
Account Executive

Please indicate acceptance by signing below and returning to my attention via email at chris.watson@macmiller.com. We appreciate the opportunity and confidence in our services. Please feel free to call with any questions you may have (206) 473-0845.



Anticipated starting date: TBD

Upon which this proposal is based. This proposal does not include, unless so stated, any applicable state or federal taxes. This proposal is subject to acceptance by purchaser within 30 days and subject to the terms and conditions stated on the following page.

and completion date: _____

MacDonald-Miller Facility Solutions, LLC.

Submitted by: 
Chris Watson / Account Executive

Acceptance: I agree to the terms hereof and acceptance of this agreement.

Purchaser _____

By _____ Date _____

MacDonald-Miller would like to introduce our Smart Building Services. These services help to optimize your building's performance and identify equipment issues proactively, using analytics and real-time data that your mechanical system already has available. This allows MacDonald-Miller to remotely analyze, prioritize and optimize your building's needs and provide solutions that ultimately save you time and money.



**EXPECT
CLARITY**



**EXPECT
EFFICIENCY**



**EXPECT
COMFORT**

TERMS AND CONDITIONS/CONSTRUCTION SERVICES

Acceptance	By authorizing MacDonald-Miller Facility Solutions, LLC. to provide the construction services contemplated by this Agreement, Customer agrees to the terms and conditions herein stated.
Scope of Obligations	MacDonald-Miller Facility Solutions, LLC. shall provide construction service when contracted for, pursuant to the attached proposal, purchase order or estimate of which these terms and conditions are a part.
Obligations of Customer	Customer shall extend all reasonable cooperation requested in terms of personnel; access to premises where work is to be performed; promptly providing information requested by contractor, and shall promptly notify MacDonald-Miller Facility Solutions, LLC. upon observation of any unusual or unsafe condition.
Service Availability	MacDonald-Miller Facility Solutions, LLC. agrees to provide construction service during normal business hours, i.e., 6:00am to 5:30 pm, Monday through Friday, holidays excepted. Agreed upon changes are at the hourly rate and terms, including vehicle charges or special assessments, then in effect by MacDonald-Miller Facility Solutions, LLC.
Charges and Terms	Payment is due within 30 days of the invoice date. Any balance due after 30 days shall bear interest at the maximum legal rate permitted from the invoice date.
Taxes	There will be added to all charges the amount of any present and future taxes or any other governmental charges now or hereafter imposed by existing or future laws with respect to any services rendered or materials supplied.
Limitation of Liability	MACDONALD-MILLER FACILITY SOLUTIONS, LLC. SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL, AS A RESULT OF ANY MATTER ARISING OUT OF OR RELATING TO THE CONSTRUCTION SERVICES PROVIDED UNDER THIS AGREEMENT AND/OR ITS SUBJECT MATTER WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The customer agrees that MacDonald-Miller Facility Solutions, LLC.'s liability thereunder for damage shall not exceed the amount paid for construction services and only if such damage is the result of MacDonald-Miller Facility Solutions, LLC.'s negligence or willful misconduct. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its agents and employees from any claims, damages, losses and expenses including attorney's fees to the extent caused by the negligent acts or omissions, or willful misconduct of the Owner. Unless stated in writing, MACDONALD-MILLER FACILITY SOLUTIONS, LLC. DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MacDonald-Miller Facility Solutions, LLC. shall not be responsible or liable for any loss, damages or delay in furnishing materials or failure to perform services when caused by fire, interruption of utility services, flood, acts of civil or military authorities, insurrection, terrorist act, riot, civil disorder, labor disturbances, or by any other cause which is unavoidable or beyond its control. If the Contractor is delayed by any act or neglect of Owner or a separate Contractor employed by Owner, the time for completion shall be extended as necessary and an extension of time to complete the work does not preclude recovery of damages for delay by Contractor.
Default	If Customer does not pay any amount due thereunder, or breaches any of the terms of this Agreement, MacDonald-Miller Facility Solutions, LLC. may, in addition to any other legal remedies it may have, including the right to file a lien under state law, suspend work until payment is made.
Term	Prices will be subject to periodic changes due to change in labor and material rates. Notwithstanding anything to the contrary, Customer acknowledges and agrees any and all increased costs (whether in price or related to delays in availability) of materials and/or equipment associated with tariffs, levies, duties or taxes shall be the sole responsibility of Customer
General	Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions, but termination shall not relieve Owner of the duty to pay for work performed by Contractor. Customer represents that it has authority to enter into this Agreement. Owner warrants that to the best of its knowledge there are no unsafe conditions or hazardous materials or substances in, on, around or affecting the area where the work is to be performed. This Agreement shall be governed by the laws of the State where the work was done. In the event any party shall bring suit or action against the other for relief arising out of this Agreement, the prevailing party shall have and recover against the other party all court costs, disbursements, and a reasonable attorney's fee. Customer consents to and agrees to jurisdiction and venue of any proceeding in the District or Superior Court of the State of Washington for King County at MacDonald-Miller Facility Solutions, Inc's election. Making a final payment shall constitute a waiver of claims by the Owner except those arising from claims by third parties arising out of the contract, failure of the work to comply with the requirements of this contract, or manufacturer warranties passed on to the Owner by Contractor. The Owner and Contractor shall commence all claims and causes of action against the other whether in contract, tort, breach warranty or otherwise arising out of or related to this contract within 365 days following Contractor's completion of the work. Publicity and Promotion. Customer and MacDonald-Miller Facility Solutions, LLC., (MMFS) agree that MMFS is entitled rights of publicity or promotion with respect to the work completed by MMFS under this Agreement, including, but in no way limited to, photographs and written or graphical depictions of the work, the project, and product. MMFS may exercise such rights of publicity or promotion in any way it deems appropriate for marketing or other promotional purposes. MMFS shall retain exclusive ownership of any intellectual property rights that may result from any such publicity or promotion, including, but in no way limited to, copyright or trademark protection. Photographs or other graphical depictions of non-MMFS personnel will only be used with written consent by the Customer and the individual. Furthermore, the Customer agrees to the use of their name/logo by MMFS in furtherance of MMFS's rights of publicity. Any press release will be mutually agreed upon (form and content) by both parties prior to its release. Any notice required by this Agreement shall be deemed received, delivered in person, or by facsimile or sent by mail.

**City Council
AGENDA ITEM**

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

SUBJECT: Planning Commission Appointments - 30 Minutes

ATTACHMENTS:

1. Planning Commission Applicants
2. Planning Commission Spreadsheet

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Community Development

DATE SUBMITTED:

February 19, 2026

CLEARANCES:

Community Development
City Clerk

Purpose and Recommendation

The purpose of this agenda item is for Council to appoint seven members to the Planning Commission.

Suggested Motion:

Motion 1: "I move the appointment of Danielle Anderson, Traci Buxton, Charles Coleman, Michelle Curry, Barton DeLacy, Colleen Gants, and Nicole Gunkle to the Planning Commission"

Motion 2: "I move ____ (four) commissioners to four-year terms and ____ (three) commissioners to two-year terms."

Background

The Council approved an ordinance at the December 04, 2025, council meeting, which updates the Municipal Code for the establishment of the Planning Commission. The ordinance includes the following:

Number of Members: Seven (7) Commissioners.

Term: Four years. Three of the seven initial appointees will serve two-year terms to create staggered terms.

Membership:

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

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

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

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

On January 08, 2026, the Council approved the process in which the appointment will move forward. Each Councilmember will provide their recommended seven (7) commissioners and the commissioners with the top seven (7) votes becomes the Planning Commission.

On February 12, 2026, the Council provided their recommendations and determined the seven applicants for recommendation for appointment would be Danielle Anderson, Traci Buxton, Charles Coleman, Michelle Curry, Barton DeLacy, Colleen Gants, and Nicole Gunkle.

Discussion

The Council requested the seven recommended applicants be invited to return to the March 12, 2026 meeting to introduce themselves prior to final appointment. Additionally, it still needs to be determined which three applicants will serve for an initial two year term in order to stagger future appointments. Staff is recommending putting those names in a hat (or digitized random selector) to draw names to serve for the two-year terms, but Council may choose another process.

Alternatives

1. Appoint the Planning Commissioners as recommended
2. Re-advertise for additional applicants (The Planning Commission would not have a quorum if needed)

Financial Impact

None

Recommendation

Staff recommends the appointment of Danielle Anderson, Traci Buxton, Charles Coleman, Michelle Curry, Barton DeLacy, Colleen Gants, and Nicole Gunkle to the Planning Commission.

	Name	Business Owner (Y/N)	Neighborhood	Yrs in DM	Occupation/Background	Prior City Experience
1	Samuel Randolph	N	North Hill	2-5	Construction/ Inspections	None
2	Henry Fleming	N	Central	10+	Research/ Political Science	None
3	Charles (Chuck) Coleman	N	Redondo	5-10	Real Estate	CAC 2023 - 2025
4	Robert Back	Y	South	10+	Property Manager/ Former Councilmember	Des Moines Council Member 2016-2020, Des Moines Environment Committee Chair 2016-2018, Des Moines Transportation Committee Co-Chair 2018-2020, SCORE Jail Board of Directors Representative for Des Moines 2016-2020, AWC Board of Directors Representative for 17 District Cities 2018-2020, SCA Representative for Des Moines 2016-2018
5	Douglas Patton	Y	Zenith	10+	Construction Company	None
6	Traci Buxton	N	Central	10+	Chamber of Commerce/ Former Mayor/ Councilmember	Current: The Des Moines Chamber of Commerce Previous: Mayor, City Council, Regional Service at the Highest Policy Level
7	Nicole Gunkle	N	Marina District	1-2	Government Relations/ Trade Specialist	None
8	Susan White	N	Redondo	10+	Real Estate/ Former Councilmember/ Historic Preservation	Citizens Advisory Board
9	Barton DeLacy	Y	Woodmont	5-10	Real Estate/ Planning	Des Moines representative, Stakeholder Advisory Round Table (StART) • Airport Advisory Committee, Ongoing 2025 • Citizen Advisory Board, Ongoing 2024
10	Manuel Aleman	N	South	1-2	Equipment Operator	None
11	Brian Jacobson	N	Woodmont	10+	Teacher	None
12	Aileen Evans	N	Central	10+	Local Government Permit Technician/ Retail Manager	Senior Services Advisory Board - 2023 to July 2025 and again for a new term July 2025 to present Citizens Advisory Board - July 2025 to present
13	Michelle Curry	Y	Woodmont	10+	Business Owner	None

	Name	Business Owner (Y/N)	Neighborhood	Yrs in DM	Occupation/Background	Prior City Experience
14	Colleen Gants	N	Zenith	5 - 10	Communications/ Marketing/ Public Affairs	Citizens Advisory Board
15	Danielle Anderson	N	North Hill	2-5	Architecture & Urban Design	None

	Applicant 1	Applicant 2	Applicant 3	Applicant 4	Applicant 5	Applicant 6	Applicant 7	Applicant 8	Applicant 9	Applicant 10	Applicant 11	Applicant 12	Applicant 13	Applicant 14	Applicant 15	Total
Deputy Mayor Gene Aczhiger		1			1		1	1		1	1		1			7
Councilmember Harry Steinmetz	1	1	1		1	1				1		1				7
Councilmember JC Harris	1	1				1			1		1	1	1			7
Councilmember Robyn Desimone		1		1	1	1	1			1		1				7
Councilmember Jeremy Nutting		1	1	1	1	1	1			1						7
Councilmember Pierre Blosse				1		1	1			1	1			1	1	7
Mayor Yoshiko Grace Matsui	1			1	1	1	1				1			1		7
TOTAL	3	5	2	4	5	6	5	1	1	5	4	3	2	2	1	

Applicant 1	Aleman, Manuel
Applicant 2	Anderson, Danielle
Applicant 3	Back, Robert
Applicant 4	Buxton, Traci
Applicant 5	Coleman, Charles
Applicant 6	Curry, Michelle
Applicant 7	DeLacy, Barton
Applicant 8	Evans, Aileen
Applicant 9	Fleming, Henry
Applicant 10	Grants, Colleen
Applicant 11	Gunkle, Nicole
Applicant 12	Jacobson, Brian
Applicant 13	Patton, Doug
Applicant 14	Randolph, Samuel
Applicant 15	White, Susan

**City Council
AGENDA ITEM**

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

SUBJECT: Sixgill Shark Commemorative Street Name - 10 Minutes

ATTACHMENTS:

1. Draft Resolution No 26-015
2. Sixgill Shark Commemorative Street Name PowerPoint

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Public Works

DATE SUBMITTED:

March 02, 2026

CLEARANCES:

Finance

Public Works

Purpose and Recommendation

The purpose of this agenda item is to consider Draft Resolution No. 26-015 which would create a commemorative name of "Sixgill Shark Way" for the section of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast.

Suggested Motion:

Motion: "I move to enact Draft Resolution No. 26-015, establishing a commemorative name of "Sixgill Shark Way" for the section of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast."

Background

At the March 13, 2025, City Council meeting, the Council unanimously directed staff to evaluate the costs associated with installing commemorative street signage renaming 6th Avenue to "Sixgill Shark Avenue."

At the April 10, 2025, City Council meeting, the Council passed a motion to authorize the Surface Water Management Fund to partner with MaST with educational signage and outreach related to the Sixgill Shark and the importance of water quality but decided to strike the street name designation from the motion. At a January Council meeting, the Council received public comments to reconsider commemorative Sixgill Shark street name signage.

Discussion

Draft Resolution No. 26-015 would provide for a commemorative name for the section of Redondo Way South from Redondo Beach Drive South to the jurisdictional boundary with Federal Way to the southeast. The section would remain Redondo Way South officially, but secondary street signs would be installed in the same manner as for the section of 19th Avenue South designated as "Rainier Drive South" near Mt. Rainier High School, and the section of 223rd Street South designated as "Waterland Way".

The cost to fabricate and install commemorative street name signs on Redondo Way will cost approximately \$500. Alternative locations such as 6th Avenue in the Marina District and Redondo Beach Drive would each cost approximately \$1,200 to fabricate and install commemorative street name signage.

Alternatives

The City Council may:

1. Pass the Draft Resolution as presented
2. Pass the Draft Resolution with an amendment
3. Decline to pass the Draft Resolution

Financial Impact

Staff estimates that fabricating and installing the street signs will cost between \$500-\$1200, and can be absorbed within the Street Maintenance Fund.

Recommendation

N/A

CITY ATTORNEY'S FIRST DRAFT 3/12/2026

DRAFT RESOLUTION NO. 26-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, establishing a commemorative street name of "Sixgill Shark Way" for the portion of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast, within the City of Des Moines."

WHEREAS, the City Council found that, "Sixgill Shark Way" was a worthy street name to celebrate the City as the Sixgill Shark Capital of the World,

WHEREAS, the City Council finds that this Resolution is appropriate and necessary; now therefore,

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

Sec. 1. A commemorative street name Sixgill Shark Way, is hereby established for that portion of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast.

Sec. 2. The commemorative street name shall become effective when posted by the Public Works Department.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

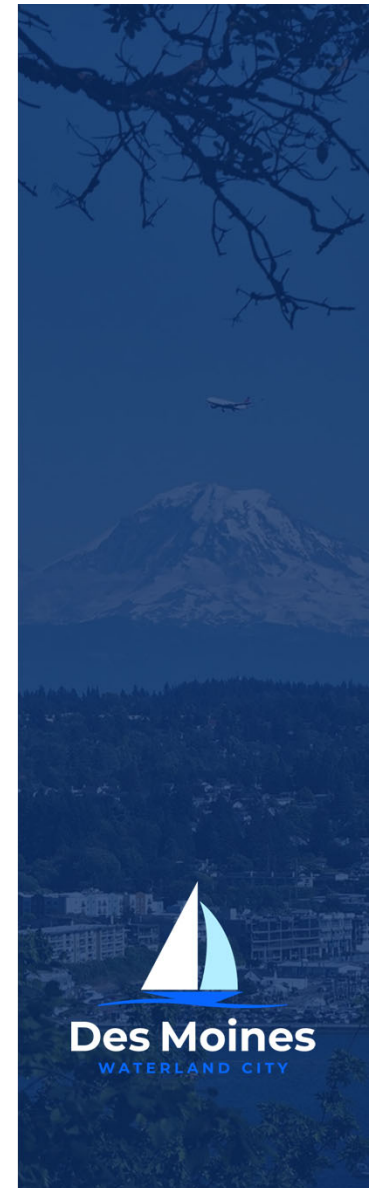
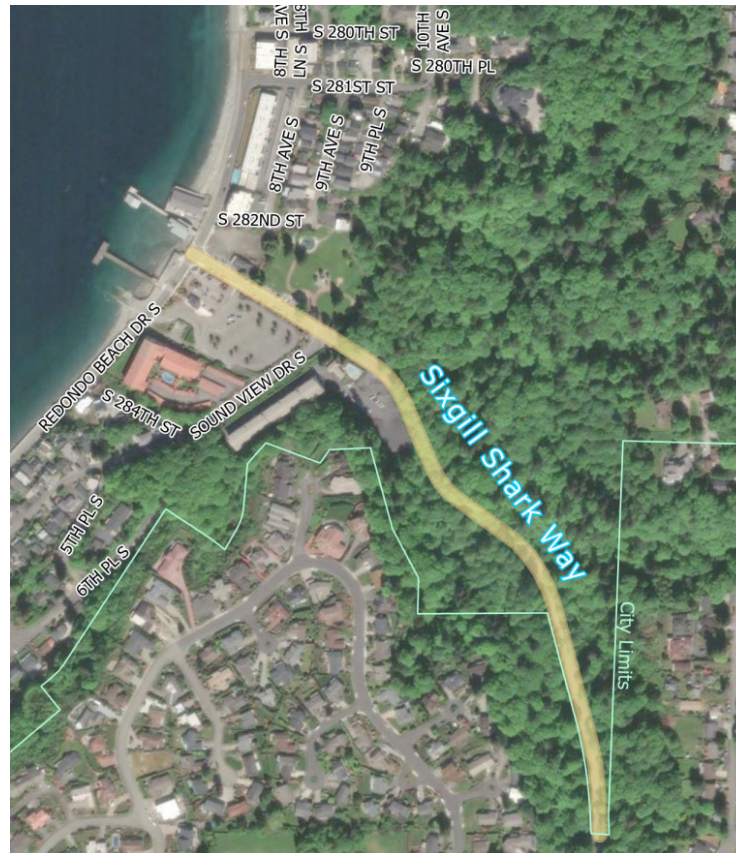
City Clerk

Sixgill Shark Commemorative Street Name



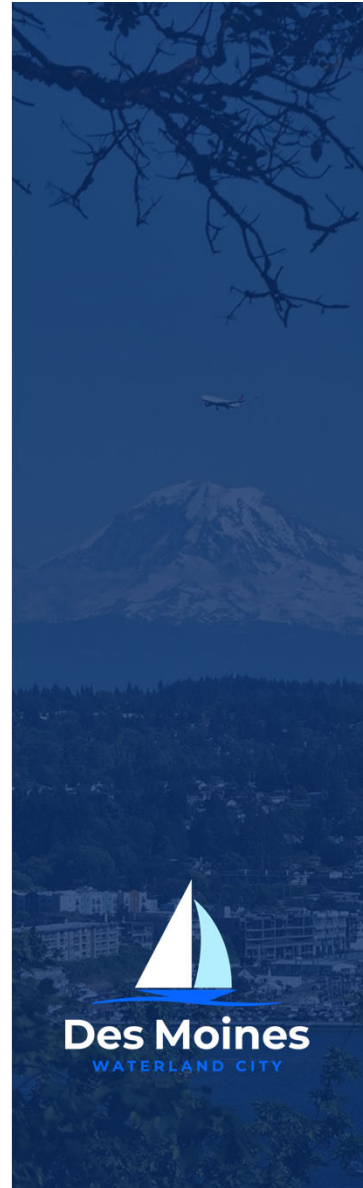
Sixgill Shark Way

- At the January 22, 2026 Council meeting, Council received public comments to reconsider Sixgill Shark street name signage
- “Sixgill Shark Way” would become commemorative name of Redondo Way South
- Cost to implement would be approximately \$500



Motion:

“I move to enact Draft Resolution No. 26-015, establishing a commemorative name of “Sixgill Shark Way” for the section of Redondo Way South between Redondo Beach Drive South and the jurisdictional boundary with Federal Way to the southeast.”





**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Salary Commission Ordinance - 1st Reading - 10 Minutes

ATTACHMENTS:

1. Draft Ordinance No. 26-001
2. Salary Commission Ordinance-First Reading PowerPoint

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Legal

DATE SUBMITTED:

February 23, 2026

CLEARANCES:

City Clerk

Human Resources

Purpose and Recommendation

The purpose of this item is to introduce to the Council on first reading Draft Ordinance No. 26-001 which would create a City Salary Commission to set compensation for members of the City Council.

Suggested Motion:

Motion: "I move to pass Draft Ordinance No. 26-001 to a second reading on the next available regular Council meeting agenda."

Background

Compensation for serving on the City Council of a code city may be set by an ordinance of the Council. Unless the ordinance provides for automatic adjustment by a set dollar amount or specified percentage, salaries set by the ordinance continue at the same rate until adjusted by a later ordinance. The ordinance cannot provide adjustments tied to variable factors such as the consumer price index or other inflation measure. Salaries for members of the City Council in Des Moines are set by ordinance, with no adjustment. The Council salaries have not changed since 1999. Because elected officials are barred from voting to increase their own salaries during their current term of office, salary changes by ordinance do not take effect until the beginning of the next term.

The Legislature has provided an alternative method for determining Councilmember salaries. The Council may create a salary commission to set salaries for the Council. A

Council has fairly broad discretion on how a salary commission is constituted, except that the commission cannot include any officer, official, or employee of the city or town or any of their immediate family members. Members are limited to two terms, but the length of term is at the discretion of the council.

At the February 12, 2026, regular City Council meeting, the Council was presented with options on structuring a potential salary commission and asked whether an ordinance should be prepared creating a salary commission for discussion at a future meeting. The Council provided guidance on preferred options and directed staff to bring forward a draft ordinance for future consideration.

Discussion

Draft Ordinance No. 26-001 would establish a salary commission to determine salaries for members of the Council, incorporating input from the Council given at the February 12, 2026, City Council meeting. As drafted, the commission would be set up as follows:

- The commission would consist of five residents of Des Moines
- The commission would meet every two years and determine salaries in time to be included in the biennial budget
- Commission member terms would be four years, serving a maximum of two terms, and
- Members serve without compensation

As required by state law, commission members would be chosen by the Mayor, subject to confirmation by the full Council. Vacancies would be filled in the same fashion. State law also bars city officers, employees, or immediate family members from serving on the commission.

When the commission makes a final determination of salaries, the determination will be filed with the City Clerk and any increase would be effective in the next pay cycle. An increase in salary set by the commission is not required to wait until the next term for a Council member, as it does for salary increases set by ordinance.

Alternatives

The Council may:

1. Pass the Draft Ordinance as presented to a future meeting (recommended)
2. Pass the Draft Ordinance with changes to a future meeting
3. Suspend Rule 8.06(K)(3)(a) and enact the Draft Ordinance on first reading
4. Decline to take action on the Draft Ordinance (not recommended)

Financial Impact

Recommendation

Staff recommends passing Draft Ordinance No. 26-001 to a second reading.

CITY ATTORNEY'S FIRST DRAFT 2/26/2026

DRAFT ORDINANCE NO. 26-001

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to City Council compensation, creating a City salary commission, adding a new chapter to Title 4 DMMC entitled "Salary Commission", and amending DMMC 4.08.020.

WHEREAS, Pursuant to RCW 35.21.015 a code City may create a salary commission to set salaries for elected officials, and

WHEREAS, the City Council of the City of Des Moines wishes to create an independent body to determine appropriate compensation for members of the City Council, and

WHEREAS, creation of a salary commission pursuant to RCW 35.21.015 will allow this body to periodically review and adjust Council compensation without action by the Council, and

WHEREAS, the City Council finds that adoption of the provisions contained in this ordinance are necessary and proper for effective governance and responsible use of public funds; now therefore,

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

NEW SECTION. Sec. 1. Salary Commission established.

Pursuant to RCW 35.21.015 there is established a Salary Commission which shall function in accordance with the provisions of this chapter.

NEW SECTION. Sec. 2. Membership - term.

(1) The Salary Commission shall consist of five members, appointed by the Mayor with approval of the City Council.

(2) Members of the Commission shall be residents of the City.

(3) No member of the Salary Commission shall be an officer, official or employee of the City or an immediate family member of an officer, official or employee of the City. For purposes of this section, "immediate family member" means the parents, spouse, siblings, children, or dependent relatives of an

officer, official, or employee of the City, whether or not living in the household of the officer, official, or employee.

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

(5) Members may not be appointed to more than two terms.

(6) Members shall serve without compensation.

(7) In the event of a vacancy on the Salary Commission, the Mayor shall appoint, subject to approval of the City Council, a person to serve the unexpired portion of the term.

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

(1) Every two years, commencing in 2026, the Salary Commission shall review and determine the salaries and benefits paid by the City to the Mayor and City Council. The Salary Commission shall make its final determination with sufficient time to be included in the City Manager's preliminary biennial budget.

(2) After determining the salaries and benefits of the Mayor and the City Council, the Salary Commission shall file any change in salaries and benefits with the City Clerk. A salary increase shall be effective on the next payday for City employees. A salary decrease shall be effective for incumbent elected officials at the commencement of their next subsequent term of office.

(3) Any increase or decrease in salary shall become effective without further action of the City Council and shall be incorporated into the City budget without further action of the City Council.

NEW SECTION. Sec. 4. Administrative support.

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

NEW SECTION. Sec. 5. Procedure.

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

(2) All meetings of the Salary Commission shall be conducted pursuant to the current edition of Robert's Rules of Order at the time of the convening of the commission.

Sec. 6. DMMC 4.08.020 and section 2 of Ordinance No. 418 as amended by section 1 of Ordinance No. 569 as amended by sections 1-3 of Ordinance No. 1152 as amended by section 1 of Ordinance No. 1253 as amended by section 2 of Ordinance No. 1408 are each amended to read as follows:

Compensation - Mayor and councilmembers.

(1) Effective upon filing of the first salary determination by the Salary Commission established in sections 1 through 6 of this ordinance, salaries and benefits paid by the City to the Mayor and City Council shall be as determined by the Salary Commission.

(2) Except as provided in subsections ~~(2) through (6)~~ (1) and (3) through (7) of this section, ~~e~~Councilmembers shall receive as compensation the sum of \$250.00 for attendance at each regular and special ~~e~~Council meeting.

(~~2~~3) Except as provided in subsections ~~(3) through (6)~~ (1) and (4) through (7) of this section, the ~~e~~Councilmember elected ~~m~~Mayor, or the presiding officer, shall receive as compensation the sum of \$350.00 for attendance at each regular and special council meeting.

(~~3~~4) A ~~e~~Councilmember may have their compensation reduced to a specific amount for a fixed period of time upon written request to the finance director.

(~~4~~5) ~~e~~Council positions 1, 2, 3, 4, 5, 6, and 7 shall receive compensation for a total of 40 regular and special council meetings per calendar year, effective January 1, 2010.

(~~5~~6) No ~~e~~Councilmember shall receive compensation for attendance at more than a total of 40 regular and special council meetings per calendar year.

(~~6~~7) No ~~e~~Councilmember shall receive compensation for attendance at more than one regular or special council meeting per day.

Sec. 7. Codification. Sections 1 through 5 of this ordinance shall be codified as a new chapter in Title 4 DMMC entitled "Salary Commission".

Sec. 8. Severability - Construction.

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

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

Sec. 9. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

Ordinance No. ____
Page 5 of 5

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____



Salary Commission Draft Ordinance First Reading

03.12.2026

How the Salary Commission Works

- A salary commission is a formal, independent body established by the City through action of the City Council, consistent with RCW 35.21.015
- Its role is to set compensation for elected officials, rather than the Council setting its own pay
- Members appointed by Mayor, confirmed by Council
- No City officers, employees, or immediate family members may serve
- Commission files the salary determination with the City Clerk
- If an increase is determined, it would be effective the next pay cycle



What Draft Ordinance No. 26-001 Does

- Establishes a (5) member salary commission
- Members must be a Des Moines residents
- (4) year terms, maximum of (2) terms
- Members serve without compensation
- Commission meets every (2) years



Council Action and Motion

- **Motion:** *“I move to pass Draft Ordinance No. 26-001 to a second reading on the next available regular Council meeting agenda.”*

Other Options:

- Pass with changes
- Suspend rules and adopt on first reading
- Decline to take action





**City Council
AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: \$10 Car Tab Fee Increase - 1st Reading - 10 Minutes

ATTACHMENTS:

1. Draft Ordinance no 25-080
2. Draft Ordinance 25-080 \$10 Car Tab Fee Increase PowerPoint

FOR AGENDA OF:

March 12, 2026

DEPT OF ORIGIN:

Legal

DATE SUBMITTED:

February 25, 2026

CLEARANCES:

Finance

Public Works

City Clerk

Purpose and Recommendation

The purpose of this item is to introduce Draft Ordinance No. 25-080 for Council consideration on first reading which would increase car tab fees for vehicles registered in the City of Des Moines transportation benefit district by ten dollars per vehicle.

Suggested Motion:

Motion: "I move to pass Draft Ordinance No. 25-080, to a second reading on the next available regular City Council meeting agenda."

Background

The Legislature has given cities and counties the power to create Transportation Benefit Districts (TBDs) within their jurisdiction for the purpose of acquiring, constructing, improving, providing, and funding transportation improvements within the district, consistent with local transportation plans and necessitated by existing or reasonably foreseeable congestion levels. The members of the legislative body establishing the district initially serve as the governing board of the district. The jurisdiction containing the district may subsequently assume the district and govern it directly. Improvements funded by a TBD located within a city are owned by the city.

A TBD is a taxing authority with statutorily defined methods for generating revenue. A TBD may levy a sales tax, assess transportation impact fees, or impose a fee on the registration of vehicles within the district. The governing body of a district that contains

all of the territory within the city that created it is authorized to impose an initial annual license tab fee of up to \$20 by majority vote. The governing body also has the power to increase the fee by to \$40 if a \$20 fee has been in place for at least 24 months. If the \$40 fee has been in place for at least 24 months, the board can increase the fee up to a total of \$50. A new or increased fee cannot take effect for the first six months after approval. The board must publish its intent to increase fees above \$40 by April 1 of the year the increase will take place in a newspaper of general circulation.

The City of Des Moines created a TBD in 2008, containing the entire jurisdictional limits of the City. The Department of Licensing began collecting an annual \$20 license tab fee on behalf of the City in 2009. In 2013, the annual fee was increased by \$20 to a total of \$40. The district was assumed by the City in 2015. Proceeds from the fee have been used for the arterial street paving program and other projects contained in the City's transportation capital improvement plans.

According to the Municipal Research Services Center (MRSC), Des Moines is one of seven TBDs with license tab fees set at \$40. Bainbridge Island, Lake Forest Park, Seattle, and Vancouver has fees set at \$50, and three of those have a TBD sales tax on top of the license fees. Forty-six other TBDs impose fees ranging from \$15 to \$30 per vehicle.

At the September 25, 2025, regular City Council meeting, staff presented a number of options for increasing City revenue to fund City services in an environment where current constraints make it impossible to match rising costs, including a potential increase in car tab fees. The Council directed staff to bring back more information about increasing car tab fees for further discussion. At the November 6, 2025, Council study session, Staff presented information about the need for an increase, and the Council directed Staff to begin preparing a draft ordinance for consideration to implement the fee increase. At the February 5, 2026, the Council confirmed that staff should bring forward a draft ordinance to implement a \$10 car tab fee increase. The draft ordinance is the subject of this agenda item.

Discussion

Non-exempt vehicles registered in the City of Des Moines are charged annual license tab fees by the Department of Licensing. In addition to state fees, each vehicle is assessed a \$40 fee for the City of Des Moines Transportation Benefit District on the "TBD" line. These fees are used by the City for transportation maintenance and construction projects in the City's Transportation Improvement Plan. These funds can be used for specific projects or be spent on the City's arterial paving program to ensure that the City's arterial streets remain in good condition.

Draft Ordinance No. 25-080 would increase the TBD fee paid by Des Moines residents by \$10 per vehicle per year, an increase from \$40 to \$50. The City Council has the authority to enact this increase without submitting the question to the ballot. The increase would not take effect for six months after passage, and the Council's intent to impose a \$10 increase would need to be published in a newspaper of general

circulation by April 1 for the increase to take effect in 2026. Should this item move forward, Staff will publish notice in the Seattle Times prior to April 1.

It is estimated that a \$10 increase in car tabs would generate an additional \$240k in restricted transportation revenues per year. New revenue would be used to fund transportation system preservation and improvements and would be beneficial given the anticipated reduction in revenue over time from automated traffic enforcement cameras. Additionally, some unrestricted funds that have previously been used for street paving and transportation projects are needed for general fund expenses which is putting an increased strain on transportation funding.

Examples of what an additional \$240k of restricted transportation revenue could potentially fund include approximately 1.5 FTE street maintenance staff or up to one lane mile of asphalt restoration and paving. Using TBD funds on projects in partnership with utility providers can be multipliers for Transportation Benefit District funds as well. For example, the City entered into an Interlocal Agreement with Midway Sewer District in September 2025 for paving two lane miles of 16th Ave S, from S 240th Street to S 250th Street, for a city share of approximately \$200k, a substantial cost savings.

Alternatives

The Council may:

1. Pass the Draft Ordinance as presented to a future meeting (recommended)
2. Pass the Draft Ordinance with changes to a future meeting
3. Suspend Rule 8.06(K)(3)(a) and enact the Draft Ordinance on first reading
4. Decline to take action on the Draft Ordinance (not recommended)

Financial Impact

The car tab increase is projected to increase revenue by approximately \$240,000 per year based on current trends.

Recommendation

Staff recommends to pass Draft Ordinance No. 25-080 to a second reading.

CITY ATTORNEY'S FIRST DRAFT 02/26/2026

DRAFT ORDINANCE NO. 25-080

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to transportation improvement funding, increasing vehicle licensing fees by ten dollars per vehicle, and amending DMMC 12.30.080.

WHEREAS, in Ordinance No. 1578, the City Council of the City of Des Moines established a Transportation Benefit District ("TBD") as authorized by RCW 35.21.225 and subject to the provisions of chapter 36.73 RCW, and

WHEREAS, in 2015 the City of Des Moines enacted Ordinance no. 1634 assuming the rights, powers, functions, and obligations of the TBD, and

WHEREAS, pursuant to RCW 36.73.065, a TBD that includes all the territory within the boundaries of a city may impose by a majority vote of the city council a vehicle fee of up to fifty dollars if a vehicle fee of forty dollars has been imposed for at least twenty-four months, and

WHEREAS, the vehicle fee imposed by the TBD for the district coterminous with the boundaries of the City of Des Moines was set at forty dollars in 2015, and

WHEREAS, notice of intent to impose a vehicle fee was published in the Seattle Times on March 17, 2026, as required by RCW 36.73.065, and

WHEREAS, the City Council of the City of Des Moines finds that increasing the vehicle fee imposed by the City Transportation Benefit District from forty dollars to fifty dollars per year to fund transportation system improvements is necessary and proper to protect the public health, safety, and the environment; now therefore,

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

Sec. 1. DMMC 12.30.080 and section 99 of Ordinance No. 1578 as amended by section 1 of Ordinance No. 1625 as amended

Ordinance No. ____
Page 2 of 3

by section 3 of Ordinance No. 1634 are each amended to read as follows:

Establishment of vehicle license fee revenue source. The City Council ~~shall have the authority to establish~~hereby establishes an annual vehicle license fee in the amount of \$40.00, consistent with RCW 36.73.065, to be collected by the Washington Department of Licensing on qualifying vehicles, set forth in RCW 82.80.140 and chapters 36.73 and 46.16 RCW. Effective six months after passage of this ordinance, the vehicle license fee shall be \$50.00.

Sec. 2. Severability - Construction.

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

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

Sec. 3. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

Ordinance No. ____
Page 3 of 3

ATTEST:

City Clerk

Published:

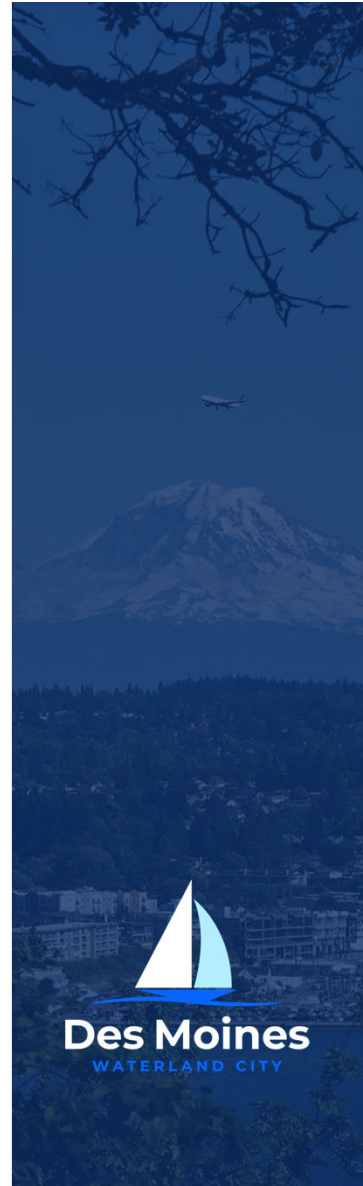
Effective Date:

Draft Ordinance 25-080 \$10 Car Tab Fee Increase



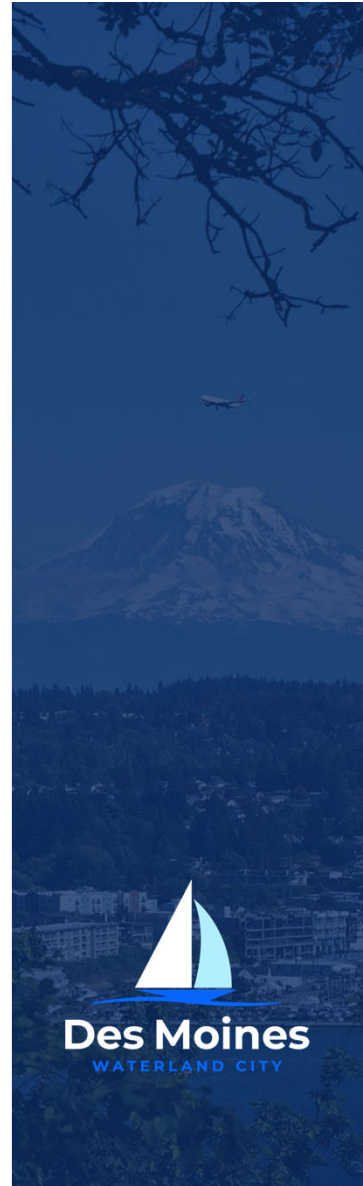
Background

- Cities are authorized to create Transportation Benefit Districts (TBDs) to fund transportation improvements within the district
- TBD established in 2008 by City Council and began collecting fees in 2009 at \$20 per car tab registration or renewal, in 2015 increased to \$40
- Currently fee generates \$950k in restricted transportation revenue
- Fee covers expenditures in Street Fund and Street Pavement Fund



Draft Ordinance 25-080

- In September, the Council was presented with options to increase revenue
- Council has authority by ordinance to increase car tab fee to \$50
- A \$10 increase in car tabs would generate approximately \$240k per year which would be restricted to transportation improvements
- In November, Council directed an ordinance to be prepared
- *Fees cannot be imposed less than 6 months after ordinance, and intent to increase fees must be published by April 1st of the year they will be imposed*



What Could an Additional \$240k Fund?

- 1.5 FTE for street maintenance staff
- Or increase annual asphalt paving by 25%
- Or Interlocal Agreements with franchise utilities
 - Two lane miles of 16th Ave with Midway Sewer

Capital Projects previously funded with TBD funds:

- Arterial Street Pavement Preservation
- Downtown Alley Improvement
- Barnes Creek Trail
- S 200th St & S 199th St Improvements (North Hill Elementary Walkway)



TBD Car Tab Fee Adoption

- 58 Cities throughout the state use car tab fees for transportation system revenue:

\$50 car tab fees:

- Bainbridge Island
- Lake Forest Park*
- Seattle*
- Vancouver*

\$40 car tab fees:

- Black Diamond
- Des Moines
- Edmonds
- Lynnwood*
- Olympia*
- Shoreline*

*(*also imposes TBD sales tax in addition to the fee)*



Suggested Motion

"I move to pass Draft Ordinance No. 25-080, to a second reading on the next available regular City Council meeting agenda."

