



**CITY COUNCIL  
MEETING AGENDA**

**Online via Zoom**

**Tuesday, April 05, 2022  
7:00 PM**

- 1. Roll Call**
- 2. Flag Salute**
- 3. Special Items:**
  - [a.](#) Proclamation: Earth Day, April 22, 2022
  - [b.](#) Proclamation: Arbor Day, April 29, 2022
- 4. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 5. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council Worksession Joint Planning Commission, December 14, 2021
  - [b.](#) Approval of Minutes: City Council Worksession, December 14, 2021
  - [c.](#) Approval of Minutes: City Council Worksession, January 25, 2022
  - [d.](#) Approval of Minutes: City Council Joint Tumwater School District, February 3, 2022
  - [e.](#) Approval of Minutes: City Council Worksession, February 22, 2022
  - [f.](#) Approval of Minutes: City Council, March 1, 2022
  - [g.](#) Approval of Minutes: City Council Worksession, March 8, 2022
  - [h.](#) Payment of Vouchers (Shelly Carter)
  - [i.](#) Day - Right of Entry Agreement (Dan Smith)
  - [j.](#) Interlocal Agreement for Electrification Cost Assessment (Brad Medrud)
  - [k.](#) Linwood Avenue Sidewalk Grant Agreement (Mary Heather Ames)
  - [l.](#) 2021 Pavement Maintenance Project – Acceptance of Work (Bill Lindauer)
  - [m.](#) Barnes Lake Management District (LMD) Annual Work Plan and Operating Budget (Dan Smith)
  - [n.](#) Ordinance No. O2022-011, 2022 Salary Schedule Amendment (Brandon Hicks)
  - [o.](#) Agreement for the Purchase of LOTT House on Henderson – Contract Extension (Troy Niemeyer)
  - [p.](#) Interagency Agreement with WSDOT for Material Testing (Mary Heather Ames)

[g.](#) Janitorial Services Agreement (Chuck Denney)

**6. Council Considerations:**

[a.](#) Resolution No. R2022-006; Adopting Amended City Council Rules and Procedures (John Doan)

**7. Committee Reports**

- a. Public Health and Safety Committee (Leatta Dahlhoff)
- b. General Government Committee (Michael Althausen)
- c. Public Works Committee (Eileen Swarthout)
- d. Budget and Finance Committee (Debbie Sullivan)

**8. Mayor/City Administrator's Report**

**9. Councilmember Reports**

**10. Executive Session:**

- a. Potential Litigation pursuant to RCW 42.30.110(1)(i)

**11. Adjourn**

**Remote Meeting Information**

To comply with Governor Inslee's Proclamation 20-28, the Tumwater City Council meetings will be conducted remotely, not in-person, using a web-based platform. The public will have telephone and online access to all meetings.

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**Public and Written Comment**

Register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform: [https://us02web.zoom.us/webinar/register/WN\\_SJtPDHfNTQWAYuLmVCtB-w](https://us02web.zoom.us/webinar/register/WN_SJtPDHfNTQWAYuLmVCtB-w)

After registering, you will receive a confirmation email with a login to join the online meeting.

As an alternative, prior to the meeting, the public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

**Post Meeting**

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**Accommodations**

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# Proclamation

*WHEREAS*, the first Earth Day occurred 52 years ago on April 22, 1970, and along with Rachel Carson's book *Silent Spring*, published in 1962, is considered by many to be the birth of the modern day environmental movement; and

*WHEREAS*, Gaylord Nelson, then a U.S. Senator from Wisconsin, is credited with founding Earth Day. Senator Nelson envisioned Earth Day as a "national teach-in on the environment", intending to bring environmental protection to the front of the national political agenda. He selected Denis Hayes, raised in Camas, Washington, to organize the first Earth Day. Denis Hayes is the President and CEO of The Bullitt Foundation which promotes sustainability throughout the Pacific Northwest; and

*WHEREAS*, an estimated twenty million Americans from thousands of colleges and schools, in hundreds of communities, participated in the first Earth Day by cleaning up streets and streams, joining rallies, and learning about the environment; and

*WHEREAS*, Historian Jim Brown recalled Tumwater's first celebration of Earth Day and noted local high school students were transported around the City in the back of a dump truck to pick up litter and trash. Today, the Parks and Recreation Department continues this legacy by working with local middle and high school students to plant trees and reduce invasive plants to our environment; and

*WHEREAS*, Earth Day led to the creation of the Washington State Department of Ecology and the United States Environmental Protection Agency, and the passage of many environmental laws that remain the foundation of environmental protection in Washington State; and

*WHEREAS*, humankind is currently facing tremendous global challenges affecting every community, including large-scale migration, extreme inequality and poverty, degradation of ecosystems, mass extinction of species and global climate change. Expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations.

*NOW THEREFORE*, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

*April 22, 2022*  
*Earth Day*

in Tumwater, and I call upon the people of Tumwater to reflect on the benefits gained as a result of this unique moment in our history, to look for opportunities in our daily lives to reduce our impact on the environment, and to support the City's efforts to create a more sustainable Tumwater.

Signed in the City of Tumwater, Washington, this 5<sup>th</sup> day of April, in the year, two thousand twenty-two.



*Debbie Sullivan*  
\_\_\_\_\_  
*Debbie Sullivan*  
*Mayor*



# Proclamation

*WHEREAS*, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska and Arbor Day is now observed throughout the world; and

*WHEREAS*, National Arbor Day is April 29, 2022, and this year marks the 150th anniversary of Arbor Day; and

*WHEREAS*, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife, and are a source of joy and spiritual renewal; and

*WHEREAS*, trees are a renewable resource providing paper, wood to build our homes, fuel for our fires, and countless other valuable and necessary products; and

*WHEREAS*, trees increase property values, enhance the economic vitality of business areas, and beautify our community; and

*WHEREAS*, since 1995, the City of Tumwater has been recognized by the National Arbor Day Foundation as a Tree City USA; and

*WHEREAS*, the City Council adopted the *Urban Forestry Management Plan*, which guides the growth, protection, and maintenance of the City's community and urban forest and to encourage "the right tree in the right place"; and

*WHEREAS*, the City of Tumwater will celebrate Arbor Day with a free event on Saturday, April 23, 2022, from 10:00 a.m. to 12:00 p.m. with a drive-thru event at Tumwater Historical Park. At this event, residents can take home Arbor Day memorabilia, free plants while supplies last, and have the opportunity to ask professional arborists about the proper care and planting of trees.

*NOW THEREFORE*, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim

*April 29, 2022*  
*Arbor Day*

and I encourage all people in the City of Tumwater to participate in our Arbor Day and Earth Day celebrations and support efforts to protect our trees and woodlands.

Signed in the City of Tumwater, Washington, this 5<sup>th</sup> day of April, in the year, two thousand twenty-two.



*Debbie Sullivan*  
\_\_\_\_\_  
*Debbie Sullivan*  
*Mayor*

**TUMWATER CITY COUNCIL &  
PLANNING COMMISSION JOINT SPECIAL MEETING  
MINUTES OF VIRTUAL MEETING  
December 14, 2021 Page 1**

**CONVENE:** 5:30 p.m.

**PRESENT:** Mayor Pete Kmet and Councilmembers Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, Debbie Sullivan, and Charlie Schneider.

Planning Commission: Elizabeth Robbins, Chair, and Commissioners Grace Edwards, Joel Hansen, Terry Kirkpatrick, Nam Duc Nguyen, Meghan Sullivan, and Michael Tobias.

Excused: Commissioners Doty Catlin and Nathan Peters.

Staff: City Administrator John Doan, Planning Manager Brad Medrud, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**2022 LONG RANGE  
PLANNING WORK  
PROGRAM:**

Manager Medrud explained how the zoning code establishes a process for the Planning Commission and the City Council to propose text amendments to the City's development code, as well as Comprehensive Plan Map and Text Amendments. The code requires an annual work program for review and approval by the Planning Commission and the City Council identifying work items for the year. The review of the 2022 plan affords an opportunity for members to provide input and offer additional work items for consideration as part of the work program or additional details of work programs included in the work program. Following approval of the work program, staff schedules the work over the year.

The work program is categorized into four areas:

1. Comprehensive Plan Amendment Docket
2. Development Regulation Amendment Docket
3. Other Planning Projects
4. General Management and Coordination

Manager Medrud reviewed some of the proposed 2022 Long Range Planning Work Program:

**COMPREHENSIVE PLAN AMENDMENT DOCKET**

1. 2025 Comprehensive Plan Update Process - Starting in fall 2022 through June 2025, the required eight-year update to the City's Comprehensive Plan would involve updates to the Conservation, Housing, Land Use, Lands for Public Purposes, Utilities, Parks, Recreation and Open Space Plan, and Transportation Plan, and possibly the Economic Development Plan. Work in 2022 will primarily include preparing the scope

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and schedule for the periodic update with other City departments in the second half of 2022.

2. 2022 Annual Comprehensive Plan Amendments – The City submitted four Map and Text Amendments and received two private applications for property located off Littlerock Road to change from Low-Density Residential to High-Density Resident and for property located at the corner of Littlerock Road and Israel Road to change from Mixed Use to General Commercial.

**DEVELOPMENT REGULATION AMENDMENT DOCKET**

1. Housing Action Plan - Development Code Amendments – Following acceptance of Tumwater Housing Action Plan in 2021, the work program includes proposed updates to development regulations to respond to Plan actions.
2. Housing Action Plan - Rental Housing Amendments (Ordinance No. O2021-023). Part of Resolution No. O2018-016 Homelessness and Housing Affordability response and addressing 2021 Tumwater Housing Action Plan actions.
3. Urban Forestry Management Plan Amendments - Landscaping and Buffering Requirements, Street Tree Regulation update, and Tree Preservation Regulation update. The Tree Board recommended pursuing a grant from the Department of Natural Resources to contract with a consultant with expertise to assist in the development of an updated Street Plan to address proper planting of trees during new development, identifying ways to work with neighborhood associations for maintenance and upkeep of subdivisions, and working with homeowners on maintenance of street trees.

Councilmember Cathey asked whether the update of tree preservation regulations includes an update for tree protection. Manager Medrud said the landscaping and buffering requirements update focuses on Chapter 18.47 in the zoning code. Street tree standards are in Chapter 12.24 and in the development guidelines. The update on tree preservation regulations in Chapter 16.08 will examine how the provisions might interact with other regulations, such as habitat protection. The focus is revamping regulations with the assistance of a consultant to ensure the best protection under the Urban Forestry Management Plan and eliminating the need for the City to issue waivers for specific development situations. The update of all chapters will be concurrent to the extent possible to ensure changes are incorporated within all applicable sections. The intent is to pursue a separate process for review and approval of any regulatory changes for each category.

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Councilmember Cathey advocated for moving the update in priority because provisions are outdated and development activity continues at a fast pace in the City.

Councilmember Cathey inquired about code enforcement when trees are removed without a permit. Manager Medrud said tree protection violations are the responsibility of the department for code enforcement for tree protection violations. The City is pursuing a number of cases involving illegal removal of trees. He anticipates the department will work with Police Department Code Enforcement to improve the process and to ensure all requirements are clear to all parties.

Councilmember Dahlhoff shared that during recent tree trimming at her home, she sought bids from tree companies that advised her it was her responsibility to secure the appropriate permits. She suggested emphasizing an educational component targeting tree companies that provide services in Tumwater, as well as engaging with companies doing business in Tumwater to receive feedback. Manager Medrud affirmed it would be appropriate to include tree service companies, as well as landscape architects and others that provide landscape plans for new development. He anticipates contacting Puget Sound Energy as the company has a program for maintaining power lines, which often interacts with street trees. Staff plans to work with the consultant to design a process for receiving input from a wide range of industry stakeholders, local homeowner associations, and homeowners.

Councilmember Schneider asked about the possibility of the City regulating the sale of invasive tree species in the City. Manager Medrud advised that Thurston County has regulations on invasive species and that staff would need to follow up to determine how those regulations might affect the City's tree ordinances. Councilmember Schneider added that he recently reviewed information that spoke to Bartlett pear trees as invasive trees because they alter native plant communities and displace native tree species. In many locations, the tree is banned because of the difficulty of eradicating the trees. Another invasive species is holly trees.

**OTHER AMENDMENTS**

- a. Binding Site Plan Amendments - Update to binding site plan regulations in Title 17
- b. General Development Code Housekeeping Amendments - Delayed until 2022 by staff reductions in 2021. Minor housekeeping amendments from 2020 and 2021
- c. Emergency Shelters and Housing (Ordinance No. O2021-019) to address recent changes in state law

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- d. Planned Unit Development Chapter Update for commercial, industrial, and residential uses
- e. Thurston Climate Mitigation Plan - Related Development Code Amendments
- f. Thurston County Code Title 22 - Tumwater Urban Growth Area Zoning

Mayor Kmet noted that during discussions with the Port of Olympia on the development agreement, Chapter 12 was mentioned as outdated. He is unsure as to the extent of any required updates other than Director Hicks was examining potential issues in the event a Port development proposal became vested. In terms of the update to the Planned Unit Development process, his concerns surround the proliferation of private streets within subdivisions. Private streets are the responsibility of homeowner associations (HOA) to maintain; however, HOAs often ask the City to assume maintenance responsibility. His concern is the number of private streets in the City and the appropriateness of the City continuing to authorize private streets.

Councilmember Althaus mentioned the City of Lacey's process for exploring a better understanding of housing and homelessness issues within the community by sponsoring several public worksessions. He asked staff about a public process for emergency shelters to ensure a comprehensive conversation occurs with the community to avoid negative reactions from community members. Manager Medrud explained the update is driven by new state laws dictating new requirements by the City. Typically, those types of updates are processed through the standard review process through the Planning Commission, General Government Committee, and the City Council. Other community outreach opportunities are inherent as part of the implementation of the Housing Action Plan. The City of Lacey's process was a robust and wide-ranging community discussion about homelessness and appropriate responses. He offered to flag the update for staff to consider an approach for a broader community conversation. Councilmember Althaus agreed because new funding streams will become available at the county level through the Countywide Home Fund. Should the measure pass, it will increase sales tax countywide ensuring Tumwater is involved in funding decisions. It will be important to ensure the community is informed. He also agreed that since state law requires the update, the normal process would likely suffice recognizing the City has not pursued a more robust community engagement process on the issue of homelessness and housing challenges other than two community surveys and information shared during Tumwater University sessions. He emphasized the importance of a process to assist the City in understanding community concerns, desires, and the types of services to offer. Having a process of engaging

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the community would be worthwhile to afford a better understanding by the City.

Councilmember Schneider asked about the City's process when an individual has been identified by law enforcement as needing emergency shelter. City Administrator Doan responded that dependent upon the shelter need, 24-hour access is available through Coordinated Entry, which completes an initial screening of the individual in need of shelter. Coordinated Entry has access to shelter space availability dependent upon the situation and whether it involves a family, youths, or single adults. The Tumwater Police Department also has access to hotel vouchers for shelter space.

Councilmember Schneider asked whether the Old Town Center has been used as a warming center. City Administrator Doan said the facility was used on a limited basis. The library has generally served as the City's warming center during inclement weather prior to pandemic. The challenge during COVID is achieving social distancing in any facility. Last year, the Old Town Center leased space to a private daycare center, which required additional space to achieve distancing. The Old Town Center was not available last year for serving as a warming center.

Manager Medrud continued the review of the work program:

**OTHER PLANNING PROJECTS**

1. Annexations - Island Annexation Process - Ongoing from 2020 and 2021. After approval of Interlocal Agreement with Thurston County for island annexations scheduled for January 2022, coordinate with consultant and City Attorney to support two annexation ordinances.
2. Equity Toolbox - Staff will work with consultant to prepare equity toolbox.
3. GIS Support - Support on unspecified projects, inquiries, and requests.
4. Grant Funding - Research grant funding opportunities supporting long range planning goals.
5. Habitat Conservation Plan (HCP) - Ongoing from 2016. Phase II work. Includes consultant management and coordination with Port of Olympia and US Fish and Wildlife Service (USFWS), NEPA/SEPA EIS support as state SEPA lead agency. 2022 grant extension with Washington State Department of Fish and Wildlife and USFWS. The City plans to hire a coordinator whose duties would include overseeing the development and implementation of the HCP.

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6. Hazard Mitigation Plan for the Thurston Region - Update of the City of Tumwater's chapter of the Hazard Mitigation Plan for the Thurston Region. The current plan is due for an update by August 2022. Thurston County Emergency Management and Thurston Regional Planning Council (TRPC) secured a FEMA Pre-Disaster Mitigation grant to update region's plan.
7. Housing - Affordability and Homelessness - Ongoing from 2020 and 2021.
8. Housing Affordability Amendments - Infrastructure - Part of Housing Affordability Fee Work Plan approved on May 28, 2019. Work with the Public Works Department on infrastructure investments for infill areas needing upgrades with follow-up by staff to develop potential scenarios with emphasis on areas where housing affordability is most likely to occur.
9. Long Range Planning Website Updates
10. Public Inquiries and General City Council and Interdepartmental Support.
11. Thurston Climate Mitigation Plan - Phase 4 Ongoing from 2020 and 2021. Work with other jurisdictions on Phase 4 of the Thurston Climate Mitigation Plan: addressing equity and implementation of strategies and action with Commerce grant. Transition of the work to the new Sustainability Coordinator position in Water Resources and Sustainability Department is anticipated at some point.
12. US Census - Thurston County Jail - As part of the 2021 adjustments to Office of Financial Management's (OFM) Preliminary Population Estimate Review for Tumwater, OFM staff noted that the 2020 Census block where Thurston County Jail is located did not have any general quarters population counted. OFM believes the City has a case to submit to the Count Question Resolution (CQR) program. If successful, an adjustment of the city population through a Corrected Federal Census count could potentially increase Tumwater's population by 200-400 individuals.
13. Urban Forestry Management Plan - Ongoing from 2021. Plan implementation and annual coordination with department directors and Tree Board.

**GENERAL MANAGEMENT AND COORDINATION**

- General Coordination with Other City Departments, such as the Brewery Project Team, Code Compliance Team, GIS Team, Green Team through Water Resources and Sustainability for climate mitigation at the City level, Stormwater Interdisciplinary Team, Traffic Team, and Web Team.
- General Coordination with Other Jurisdictions:

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- Quarterly meetings with City of Olympia staff on projects and long range planning projects
- Intercity Transit discussions and coordination for expansion of transit services
- Staff support to Regional Housing Council
- Thurston County coordination on Habitat Conservations Plans, urban growth area issues, and efforts on the countywide application of transfer of development rights
- Coordination and support to Thurston Regional Planning Council
- Participation in the Housing Action Team meetings
- Coordination with the Tumwater School District
- Department Management

Chair Robbins asked about the possibility of including efforts to reach out for coordination with tribes and state or federal agencies residing within Tumwater. Manager Medrud explained that during planning of individual projects, the City has coordinated with the tribes and state agencies. However, the suggestion is a good reminder to include coordination within the work program process. Some tribes are engaged more than others. However, it is important coordination occurs at the planning level rather than on an individual project basis.

Mayor Kmet added that discussions might occur at a different level as the City is striving to reach an agreement with the Chehalis and Squaxin Island Tribes because both tribes have land interests in the City and it is important the tribes comply with the City's development standards and codes. There may need to be a higher level of government-to-government communications.

Manager Medrud noted that the work program is reflective of an estimate of required staff hours and available capacity. The Commission and Council are requested to offer any questions on the proposed work program and any suggestions for additional work items to consider. At the department management level, staff also provides support to the Planning Commission and the Tree Board. Staff support to the Tree Board will likely transition to the Sustainability Coordinator.

The proposed scheduled adoption of the 2022 Work Program includes a review by the General Government Committee at its January meeting followed by the committee's recommendation to the Council for adoption on January 18, 2022.



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Mayor Kmet noted the meeting is his last Council meeting and joint meeting with the Commission as Mayor. He thanked Commissioners for their work and support serving as the voice of the community.

**ADJOURNMENT:**        **With there being no further business, Mayor Kmet adjourned the meeting at 6:33 p.m.**

Prepared by Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

**TUMWATER CITY COUNCIL WORKSESSION**  
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**CONVENE:** 6:34 p.m.

**PRESENT:** Mayor Pete Kmet and Councilmembers Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, Debbie Sullivan, and Charlie Schneider.

Staff: City Administrator John Doan, Parks and Recreation Director Chuck Denney, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**CITY OPERATIONS AND MAINTENANCE FACILITY:** City Administrator Doan reported the briefing would cover the history of the property, status of the project, and current milestones requiring some decisions.

Current operations and maintenance facilities are the public works shops located behind City Hall. The shops opened in 1988 moving from another facility on Tumwater Hill. The shops house all City utilities, street operations, office space, lunchroom, equipment and materials storage internally and externally, and parking for staff and vehicles. The City's fleet is funded separately and operated by the Equipment Replacement Reserve Fund and includes vehicle maintenance and a fueling facility. The site houses the police department and parks storage facilities, as well as the police outdoor impound yard. The facility has exceeded its capacity and is technologically outdated. The underlying property is owned by the City's general fund. The long-term vision for the property is parks and open space as envisioned in the Tumwater Town Center Plan and the City's Campus Master Plan.

City Administrator Doan described the location of different uses within the facility and the different types of vehicles used for operations and maintenance activities. He shared a development illustration of the Tumwater Town Center Plan outlining a mix of future uses of residential, commercial, and offices throughout the Town Center.

Development of the City's Campus Master Plan was driven by the remodel of the police facility and to address future needs. The plan includes a significantly sized addition to the rear of City Hall as well as a cross street connecting New Market, a new street added behind the State Attorney General's Office, and an urban park.

The City also owns the existing Parks and Facility building located at the corner of Capitol Boulevard and Israel Road formerly used as the City's main fire station from 1987 to 2000 when the fire station moved to a new Headquarters Station adjacent to City Hall. When the

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facility was vacated by the Fire Department, Parks and Facilities moved into the building. The property has some challenges because of underlying deed restrictions by the Federal Aviation Administration, which prevents the City from selling the property. The property is zoned General Commercial. Prior to the pandemic, Tumwater Farmers Market was featured on the property during market hours in spring, summer, and fall each year. Since the pandemic, the market has relocated to Peter G. Schmidt Elementary School with the market open on Sundays rather than Wednesdays. The market has not been as successful requiring the market to develop an entirely new customer base. The City has engaged in some conversations with the market as well as with representatives from the Night Market located off Old Highway 99, which is seeking a permanent location with more parking and visibility. The old fire station could be conducive to a market as it includes large rolling doors securing the bays within the facility. In addition to the old fire station, the City constructed some temporary shelters in the rear of the building to house parks and facilities equipment.

Mayor Kmet noted that additionally because of the pandemic, public works split operations between the facilities behind City Hall and the Palermo Wellfield to store some materials and provide workspace for staff.

In 2011, the City explored new sites to locate a new operations and maintenance facility based on a set of initial criteria involving property size, proximity, and ownership requirements. In 2014, the Trails Arena property became available and the City purchased the property at a good price. In 2018, the City demolished most of the buildings on the property. The property can be described as two parcels with three primary areas with the western parcel containing one building. The second parcel is divided into two areas with the upper portion previously the site of the main arena and one building remaining for storage. The parcel is heavily impacted as the property was previously graveled and used for parking, vehicles, and horses. The property also contains a sizable kettle with a substantial elevation drop. The kettle was used for waste from horses over the 40-year operation of the arena. The kettle could be restored and potentially used for limited public access.

Prior to demolition of some buildings on the site in 2018, the City hired TCF Architecture, a firm with expertise in similar public works/utilities facilities, to develop a master plan for the site. The planning process by the City and the firm included a review of the property, functions, streets, utilities, police functions, parks and facilities maintenance, and office space for Transportation and Engineering and Water Resources. Adding space for the two

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departments exceeded the project budget. Additionally, a public meeting room was included based on feedback from the community and the potential for a future park site to take advantage of the kettle area. In 2018, the City held a public discussion on master plan options. One of the preferred options was Alternative A with the main shops located on the western parcel and a park on the eastern side of the property with retention of the street between the two properties. The community conveyed general support for the project with many neighbors supporting a park. Several community members acknowledged potential improvements in service response to neighborhoods during inclement weather. Other members of the community preferred the City's uses rather than commercial uses developed on the property. Some community members expressed concerns about any kind of activity occurring on the property and the location of a park.

Subsequently, the City advanced the preferred alternative comprised of the main shops on the west parcel and the park on the east side; however, because the facilities were confined to a six-acre site, employee parking was moved to the east side because of the lack of parking space on the six-acre site. Parking would be available to the public for the park as well. The kettle would be preserved as a natural area.

Councilmember Jefferson asked whether staff considered a park with a community center similar to the Lacey Community Center. City Administrator Doan said the space was insufficient for a community center, as it would require a minimum of 10 acres to meet space needs for a future aquatic facility. The community supported a park but not a community center because it would attract more visitors to the site. The size of the park is approximately five acres, which is the typical size of a neighborhood park.

Councilmember Schneider requested clarification as to the extent of general community support for the proposal. City Administrator Doan said no voting occurred during the public meeting other than a majority of the comments were positive.

City Administrator Doan reported that because of the listing of the pocket gopher as an endangered species, the City had an opportunity to purchase gopher mitigation credits from a private party. The City completed the acquisition of those credits to enable development of the site.

In 2018, the Tumwater Metropolitan Park District (TMPD) allocated some impact funds for the park. In 2017, the City applied a portion of the utility rate increase to fund a portion of the project. Funding of the

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project includes a funding allocation from each utility and the general fund. At that time, the funding split was 60/40, respectively. In 2017/2018, a 1% utility rate increase was allocated to the project. In 2019 through 2022, 2% of the utility rate increase has been allocated to the project. The funds will be available to pay off bond debt.

In 2020, the U.S. Fish and Wildlife Service (USFWS) no longer allowed individual Habitat Conservation Plans (HCP). However, because the City completed an assessment on the status of gophers on the property and acquired mitigation credits, USFWS agreed to proceed with an individual HCP.

During 2020 and through 2021, the construction market experienced significant price increases and volatility. In 2021, at the City's request, the Legislature approved \$150,000 to support construction of meeting room space within the project.

Councilmember Althaus asked whether the funds from the state expire after a specific period of time if not utilized. City Administrator Doan said the City is required to utilize the funds or demonstrate that the proposal is proceeding.

Approximately six months ago, Mayor Kmet suggested examining a way to reduce the general fund share of the project because of the intense competition of general fund monies by exploring other options to address project needs. Staff explored removing the parks and facilities uses from the project, removing the police component, and retaining only the streets and fleet functions as the only general fund contributors. Staff also postponed the parks plan to renovate the existing shop site. Parks and facilities staff would move from the old fire station to the shop site with additional space created for the police through some minor renovations. The old fire station would be offered to the two private markets with some minor renovations.

Other community concerns conveyed during the Old Highway 99 corridor-planning study was the obtuse angle of the existing intersection at 79<sup>th</sup> Avenue and Old Highway 99. The study recommended adding a roundabout at that location to correct the alignment. The community supported moving forward sooner to add the roundabout; however, the status of the City's HCP delays any action at this time. Based on the new project alternative, funding would be tied to the roundabout project as well. As the roundabout project requires an HCP, staff contacted USFWS and requested consideration of including the roundabout within the project HCP so the roundabout project could move forward. The agency agreed freeing a huge milestone in terms of timing of the project to avoid waiting for the completion of the City's HCP.

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Councilmember Althaus asked whether staff considered excluding the use of natural gas within the new facilities to serve as model to the community for electrifying new facilities. City Administrator Doan explained that staff has not assessed the option but it could be considered. The architectural design takes advantage of technology in terms of water and energy usage. Staff could explore the option of not including natural gas as an energy source.

Staff and the Council discussed options for seeking LEED certification of the buildings and/or including solar as an energy source while acknowledging that when the project moves forward to construction many of the Governor's energy initiatives would be required for all new structures.

City Administrator Doan reviewed the new proposed alternative and the revised funding proposal. The proposal is based on design assumptions and escalating construction costs. The funding proposal includes conversion of the facility behind City Hall, conversion of the old fire station, and installation of the roundabout. The recommended funding plan is to issue a combination of utility and general obligation bonds to finance the project. Utility bonds typically incur a lower interest rate and are backed by utility revenue of the City. The general obligation bonds would be based on the City's credit history of the general fund. Combining all previous utility rate increases equals to approximately 10% with a final increase in 2023 of a 1% utility rate increase dedicated to the project enabling the entire funding of the utility portion of the project (60%) to be fully funded. Within the general fund, the Council allocated approximately \$1 million from the Capital Facilities Plan to help pay for the project. The City would then need to implement a new utility tax on the City's utilities (water, sewer, and storm) according to a proposed schedule.

City Administrator Doan reviewed the utility tax increase schedule and a comparison of utility tax assessed by other cities. The proposed project cost of \$36 million does not include the costs associated with developing the park, which would be paid by park impact fees and TMPD funds.

City Administrator Doan reviewed costs incurred to date for purchase of the property, completing the master plan, demolition, and preparation of the HCP. A significant investment would be required to bring existing facilities to code and improve energy efficiency. Both markets continue to experience a need for a venue. The costs for the park is of concern in terms of exceeding the budget of approximately \$900,000. Timing the construction of the park with the facility construction could result in significant savings. Additionally,

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the park requires frontage improvements that would consume the entire \$900,000 budget.

City Administrator Doan reported the proposed recommendation is to approve the preliminary funding strategy, authorize staff to proceed with the architecture and engineering contract to update and finalize the design, and proceed with permitting (to include a public process).

Councilmember Sullivan advocated for moving forward as further delay will only increase costs requiring deletion of some project components.

Councilmember Jefferson conceded the City has exceeded its capacity in existing facilities resulting in overcrowding and unsafe conditions and the City should proceed with the project.

Councilmember Cathey recommended tabling consideration of the proposal to avoid rushing a decision prior to the holiday season and the end of the year. A discussion is required by the Council during a City Council meeting that is open to the public as the decisions should not be determined without the benefit of public input.

Mayor Kmet pointed out the Council would be required to authorize any action during a regular Council meeting. The intent of the briefing was to provide an update on the status of the project prior to his term as Mayor ending to address any questions with respect to the proposal. He agreed the proposal warrants a public discussion.

Discussion ensued on the requested action before the Council. City Administrator Doan clarified that the recommendation is to move forward with contracting an architect and engineer with the contract presented to the Council for consideration.

Councilmember Cathey conveyed her reluctance to move forward on contracting without the benefit of a public process prior to any approval for actions on the project. City Administrator Doan advised that any public process would likely require the inclusion of the architect without fully engaging architecture and engineering services. The City requires some conceptual drawings to share with the public outlining the scope of the project. He suggested structuring the proposal as the Council supporting the proposal conceptually with a desire to engage the community, recognizing the need to engage the architect to support community engagement.

Councilmember Swarthout agreed with the importance of engaging the architect to develop some plans that are beyond a conceptual plan to inform the public.

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Councilmember Schneider supported receiving feedback from the community. He suggested developing several design concepts to provide the community with more than one alternative. He also questioned the use of natural gas in the new building. It is important for the City to use green energy regardless of the cost as an example to the community and to the region.

Director Hicks noted that natural gas is used for heating the large bays. There are alternatives that are typical of in-slab radiant heating at a significantly higher cost. Some of the desired designs would require the City to contract with an architectural firm. Staff presented six site alternatives to the community during the public open house. Community members during the open house conveyed support with many comments preferring the City as a neighbor as opposed to other types of uses. Staff will explore the option of not including natural gas.

City Administrator Doan recommended the scope of the request could be narrowed to variations of how the preferred alternative would work as opposed to an entire menu of possible uses on the property.

Councilmember Althausen said he perceives the request as consideration of whether the information and details as presented achieve the goals that were previously established. He believes the proposal does satisfy the goal because it provides needed facilities, public amenities, preservation of open space and trees, and construction of a roundabout while acknowledging the need for continued public engagement. The question is whether the proposal is the preferred alternative and does it remain the goal and meet the needs. The next step is contracting with an architect to develop illustrations of the proposal to share with the community.

Councilmember Cathey summarized her concerns with the proposed action and reiterated the importance of involving the community within the process. Director Hicks added that staff could comfortably commit to moving the construction of the park forward as a requirement of the HCP.

Mayor Kmet conveyed appreciation for the feedback.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

Mayor Kmet reported on the City's successful Tree Lighting event on Saturday, December 11, 2021 despite the pandemic.

The City received a grant of \$371,000 from the Transportation Improvement Board for improvements to sidewalks along Linwood Avenue.



**TUMWATER CITY COUNCIL WORKSESSION  
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City Administrator Doan queried the Council on the format of future Council meetings. He recommended conducting the January 4, 2022 meeting in a hybrid format because it will be short, includes the seating of new Councilmembers and Mayor, and to afford an opportunity to test the City's new hybrid meeting technology. An earlier poll of the Council reflected a 50/50 split for the virtual and hybrid meeting formats. He asked for feedback on the format for future committee, worksession, and regular meetings.

Councilmember Althausen supported continuing the virtual meeting format for committee meetings and worksessions, as well as for regular meetings in the near term dependent on the emergence of variants of COVID-19. He supported providing a hybrid option for regular meetings moving forward because it provides flexibility to all meeting participants and eventually move to in-person Council meetings dependent upon the outcome of the pandemic.

The Council supported Councilmember Althausen's recommendations.

City Administrator Doan thanked and acknowledged all City employees for their efforts during an incredible taxing year requiring more and different kinds of work that continually changes. Many employees worked wearing a mask during the entire workday. Although Zoom meetings have provided some level of ease and efficiency, more meetings have been held creating more work and expectations. He thanked the Council during a difficult time and for enduring endless zoom meetings, committee meetings, and conversations. Finally, he thanked Mayor Kmet for his friendship over the last 12 years and how he was honored to have worked with Mayor Kmet.

Mayor Kmet thanked the Council for their support over the years. Many Councilmembers have served with him for many years. The Council has made great progress in the City and much of it was due to the Council's support, as well as through the efforts of City Administrator Doan, who has done an incredible job for the City. He thanked City Administrator Doan for his support and leadership within the City. Mayor Kmet thanked the public for their support of the City.

**ADJOURNMENT:**      **With there being no further business, Mayor Kmet adjourned the meeting at 9:28 p.m.**

**TUMWATER CITY COUNCIL WORKSESSION**  
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**CONVENE:** 5:30 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Parks and Recreation Director Chuck Denney, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Planning Manager Brad Medrud, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**PUBLIC RECORDS  
AND OPEN  
GOVERNMENT  
TRAINING:**

City Attorney Kirkpatrick introduced Morgan Damerow with the Washington State Office of the Attorney General. Mr. Damerow provided training to the Council on public records and open government. The training covered the significance of public records and open government transparency under the Open Public Meetings Act and the Public Records Act. Mr. Damerow answered a variety of questions covering meeting minutes, meeting quorums, and types of meetings.

**BUSH PRAIRIE  
HABITAT  
CONSERVATION  
PLAN (HCP) – STATUS  
UPDATE:**

Manager Medrud reported the City embarked on the process to develop a Habitat Conservation Plan (HCP) for the City beginning in 2016. A draft plan has been developed and forwarded to the Washington Department of Fish and Wildlife (WDFW) and U.S. Fish and Wildlife Service (USFWS) in November 2021 for review and comment.

The City is pursuing development of the HCP because the plan would be the most effective tool of ensuring private development and City operations could move forward for development and maintenance of roads and facilities. The plan is designed to protect endangered species in an urban environment. Without the benefit of a Citywide HCP, developers and the City would be required to complete a plan for each project and any mitigation would likely be less effective.

The Citywide HCP protects the Olympia subspecies of the Mazama pocket gopher, streaked horned lark, Oregon spotted frog, and Oregon vesper sparrow. The first three species were listed for protection under the federal Endangered Species Act (ESA) and the last is expected to be listed during the term of the HCP. It is illegal for private and public landowners to “take” species under

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the ESA. Protected species cannot be harmed or removed without some level of mitigation to ensure the species are not endangered.

The southern two-thirds of the City are located within the Bush Prairie and the Chambers Prairie systems supporting many wildlife species. Those areas are also the easiest areas of the City to develop. The Mazama pocket gopher was listed as an endangered species in 2014 and is the most widespread protected prairie species in the City. Other prairie species include the streaked horned lark and the Oregon vesper sparrow located primarily in area around Olympia Regional Airport and the Oregon spotted frog found primarily in wetlands and streams in the western half of the City within the Black Lake drainage system. The ESA listings protect both species and their habitat.

The Port of Olympia and the City recognized the difficulty of developing within the impacted areas and entered into an interlocal agreement in 2016 to develop an overall “take” permit (HCP) to allow for development and mitigation to protect the species. A “take” of the species can range from killing the animals to harming animals and its habitat.

The HCP permits area wide “take” under ESA Section 10. The plan allows for higher quality and more efficient long-term species protection, reduces uncertainty, costs, and delays for new development and redevelopment, allows development envisioned by the City and the Port, and allows continued and ongoing maintenance of City and Port facilities.

Manager Medrud responded to questions and comments about the negative connotation of “take”, impacts to birds, how the HCP could affect the possibility of airport expansion, and mitigation efforts by private landowners. He explained how at the beginning of the process, staff worked closely with USFWS to identify species to include in the HCP. The Taylor’s checkerspot butterfly was on the list of species that could be potentially included in the HCP. However, because of insufficient areas containing the butterfly within the City, the species was not included in the HCP.

Director Matlock reviewed funding sources to develop the HCP through federal funds and funds matched by the City and the Port. The federal grant through USFWS is administered by WDFW.

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Director Matlock identified the species covered in the HCP and their respective state and federal listing. He shared a map of the permit area and the plan area. The permit area is an area where permits can be issued while the plan area is the area of mitigation. Additionally, the listing of endangered species is the first occurrence in the state with listings in an urban area. Maps were shared identifying levels of occupancy by species and criteria for covered activities projected over the 30-year period of the plan.

Director Matlock responded to questions concerning delisting of a species and how that might affect the HCP. The HCP can be amended to remove or add a species to the list. The plan's conservation strategy mitigates affects and is based on best available science. The HCP identifies mitigation land required and how to finance the acquisition and maintenance of land. Once the HCP is approved, the City has assurances of no required changes when science changes.

An annual report is required by USFWS documenting the status of efforts, status of acquiring mitigation land, and status of the species. The Port and the City, as the permittees under the HCP, have specific requirements to fulfill.

Cost centers include the implementation of the conservation strategy, mitigation land acquisition, staff support for land management, monitoring, administration costs, adaptive management, and a funding mechanism to manage mitigation lands into perpetuity requiring a contingency fund and endowment.

Director Matlock reviewed the costs for administering the plan, conservation land strategy, plan management habitat restoration, monitoring and adaptive management, pocket gopher research, and the endowment fund comprised of permitting fees for the HCP invested over time to maintain habitat and prairies in perpetuity. The total cost is \$2.5 million annually equating to over \$78 million for the 30-year term.

Director Matlock outlined a typical project approval process under the HCP. The habitat conversion fee is due at the first applicable step in the project approval process that authorizes ground disturbance such as grading permit issuance, building permit issuance, and any other final action for a covered activity that authorizes an action that will result in an impact on a covered species or its habitat. The conversion fee will be incorporated

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within the permit fee schedule. Structures constructed not requiring a permit are difficult to identify and subsequently, a projected number of those types of projects over the 30-year plan period have been factored within the costs.

Director Matlock reviewed completed and future public outreach. The project established a stakeholder group with representatives from the Chamber of Commerce, Center for Natural Lands Management, tribes, and other interested stakeholders. The group meets periodically, receives updates on the status of the plan development, and provides feedback. Other meetings with small groups have been held, as well as ongoing coordination with WDFW and the Federal Aviation Administration. One community meeting was held in November 2019 with a second community meeting planned in 2022. The plan requires both a State Environmental Protection Act (SEPA) and a National Environmental Protection Act (NEPA) review and possibly an Environment Impact Statement (EIS) process.

Councilmember Agabi pointed out the probability of the City suffering from the lack of development if developers are subject to payment of a conversion fee. Director Matlock advised that some economic modeling was completed on the plan, as well as conversations with the development community. Staff believes the plan will be effective over time. Although a conversion fee of \$51,364 per acre appears high, any development occurring in Tumwater will require prairie preservation because of the ESA listings. The HCP option will be less costly for the development community as the developer would need to hire a consultant to prepare the development's HCP and then work through the approval process with USFWS over the course of several years. The developer would be required to identify, acquire, and maintain mitigation land. Currently, land allocated for mitigation is through individual HCPs. The City is negotiating for the use of excess capacity from the Puget Western development as part of that development's prairie mitigation project. The City plans to pursue state funds to acquire mitigation property.

Director Matlock reported in January 2021, staff submitted an administrative draft of the HCP to USFWS. In July, an all-day meeting was held with staff and the City's consultant and USFWS staff to review the draft to identify any issues that should be corrected or adjusted to move forward for preparing a final draft of the plan. In November 2021, the second draft was submitted to

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USFWS and WDFW. Next steps include receiving detailed comments from both agencies on the plan. If USFWS accepts the draft plan, the next step is environmental review. A public draft of the HCP is anticipated to be released in late summer 2022 with a final HCP in 2023. Scoping for the environment review and/or the EIS will begin in spring 2022.

Director Matlock responded to comments about what appears to be less stringent standards USFWS applies to prairies in eastern Washington versus prairies in Thurston County and Tumwater by explaining that the listing of species drives protection of different species. In many areas of the country, prairie species are not listed but may be in decline. When a species is listed as endangered, they become federally protected.

City Administrator Doan added that the pocket gopher has many subspecies and most of them are not listed. For instance, a pocket gopher in Yelm is different from gophers in Tumwater. The list of subspecies is lengthy and many are not listed as endangered or threatened.

**RECESS:**

*Mayor Sullivan recessed the meeting at 7:53 p.m. for a break.*

**RECONVENE:**

*Mayor Sullivan reconvened the meeting at 8:01 p.m.*

**GOLF COURSE  
UPDATE:**

City Administrator Doan explained that the update was scheduled to provide information on the status of the golf course in terms of how the golf course weathered the pandemic, budgeting, activities hosted at the golf course, and future activities and challenges.

Director Denney complimented the efforts of golf course staff under the leadership of Golf Operations Manager Dave Nickerson and Golf Course Superintendent Eric Thompson.

Director Denney provided an overview of the golf course constructed in 1970 by the Olympia Brewing Company. The City purchased the golf course in 1996. The 20-hole championship course includes practice areas and a large driving range serving as event space.

Golf Course event highlights in 2021 included:

- 6<sup>th</sup> Annual O Bee Junior Open, a youth tournament attracting youths from across the Northwest
- WIAA High School State Championship

# **TUMWATER CITY COUNCIL WORKSESSION**

## **MINUTES OF VIRTUAL MEETING**

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- TOGETHER!
- Several high school district tournaments
- WIGA Junior events
- Thurston County Chamber Tourney
- Tumwater Chamber of Commerce Tourney

Partnerships include:

- Seventh consecutive year hosting First Tee Junior Golf serving 322 youths
- Valley Golf Academy offers golf instruction to junior to senior ages including classes tailored to Special Olympics, Big Brothers/Big Sisters, local charter school PE programs, Olympia Parks, Arts, and Recreation, and other groups
- Continued partnership with U.S. Martial Arts Center for outdoor workout sessions on the east side of driving range
- PGA Junior League – 35 participants
- Partnership with Delphi Golf Course to enhance junior golf and Special Olympics programs

2021 course improvements included:

- Additional drainage added to hole 5 fairway
- Major renovation of overgrown landscape on hole 10 tee box, relocation of rhododendrons behind #10 green replacing diseased/dying trees
- Removal of 8 stumps from storm damaged trees on hole 15
- Installation of new tee signs (shape of old brewhouse with historic photos)
- Installation of new vantage posts to increase pace of play
- Identification and long-range planning for removal of dangerous or diseased trees
- Tree replacement plan to include native species that will thrive in valley setting
- Removal of invasive weed species, implementation of a native tree species planting program (or suitable alternatives)
- Using native vegetation maximizes resource saving and environmental benefits
- Implementation of Salmon Safe program and improvements
- Use of reclaimed water through partnership with LOTT to irrigate over 200 acres of the golf course

Special events in 2021 included:

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## **MINUTES OF VIRTUAL MEETING**

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- March Madness
- Tumwater Youth Program on the Range
- Junior World Qualifier
- High School District Championship
- Holiday Sale and Taste of Tumwater
- July 4 Fun Run
- Fireworks & Family Festival (festival not held in 2021 because of COVID)
- Tumwater Artesian Brewfest
- Screen on the Green Movies

The number of golf rounds from 2018 through 2021 include:

- 2018 – 37,069
- 2019 – 39,440
- 2020 – 46,020
- 2021 – 50,145

Total golf course revenue from 2015 through 2021:

- 2015 - \$981,630
- 2016 - \$908,371
- 2017 - \$888,684
- 2018 - \$1,000,907
- 2019 - \$1,218,745
- 2020 - \$1,249,181
- 2021 - \$1,373,044

Total golf course expenses from 2015 through 2021 (operational/maintenance only, does not include bond debt):

- 2015 - \$1,393,225
- 2016 - \$1,443,386
- 2017 - \$1,446,565
- 2018 - \$1,500,266
- 2019 - \$1,638,062
- 2020 - \$1,696,250
- 2021 - \$1,863,714

Director Denney described goals to attain a cost recovery of 85-87%.

Finance Director Niemeyer reviewed the status of the golf bond. In 2011, the City secured a bond of \$3.5 million with a payout of 15 years. The bond has four years remaining with \$1.2 million in



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principle outstanding. The City has the option of paying the bond off at this time. For 2022 and 2023, the interest rate is 4.5% with the last two years at 4%. An option exists for an interfund loan by using a portion of utility tax to pay the bond in full with the amount refinanced internally at a rate of 1% saving the City approximately \$42,000 over the next four years. The Budget and Finance Committee will consider a request to recommend approval of an interfund loan at its meeting in February.

Councilmember Dahlhoff asked whether the ongoing issue of expenses exceeding revenue should be addressed. Director Denney said the issue surrounds a Council decision on expectations in terms of the golf course and whether it should operate at 100% cost recovery with the understanding that the course is also available for community events. Over the years, the golf course has been considered as a park facility as it serves different needs in the community to include open space for the community. The course provided land for the Deschutes Valley Park and the ability to install the Deschutes Valley Trail from Tumwater Historical Park to Pioneer Park. The golf course is the largest stormwater treatment facility in the City and treats water from the Farm subdivision, Cleveland Avenue, and other areas of the City. Councilmember Dahlhoff inquired as to the number of assets the City operates at a loss. Director Denney said most assets of the City operate at a loss. The City is not in the business of generating revenue other than the golf course generates more revenue to cover expenses than any other facility in the City.

Director Niemeyer explained that the Utility Funds have large balances because of the size of utility projects, maintenance, repair, and future growth and development of the system.

Councilmember Schneider asked about the impacts to the golf course caused by recent flooding. Director Denney explained that flooding was an issue recognized by the brewery when it designed the golf course. The clubhouse, the restaurant, and all greens are elevated and have never flooded. The course experiences sediment flooding. Water flooded the maintenance and cart barn. Staff prepares for those instances after experiencing many floods by moving equipment to protect during a flood event. The only damaged experienced this year was to a gravel maintenance road and two sand bunkers, which will need to be rebuilt.

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Councilmember Jefferson asked about the possibility of collaborating with another entity to help reduce operational costs. She advocated for pursuing future discussions on options. Director Denney encouraged a detailed conversation on the actual costs and revenue streams, as well as any options. Personnel are the largest cost center, similar to other City departments. The golf course has fewer FTEs than any other 18-hole golf course in the state. Most golf course operations are completed by hourly or seasonal employees, or volunteers. The level of revenue with the current level of staffing speaks to a great measure of success; however, lowering those costs further would be highly improbable. Other options could entail reducing maintenance costs, which would also have ramifications. This year the golf course raised all golfing rates as a way to slow business as the golf course has insufficient staff to accommodate users. There is a tipping point where rates could be increased, but in the long-term it could affect revenue. The course also has competition in the area that also must be considered.

Councilmember Cathey noted that in addition to open space afforded by the golf course, the golf course serves as one of the largest birding areas in the region. She spoke to the benefits the course has provided to the region, youths, and families.

Councilmember Swarthout agreed as the golf course is a community amenity that improves the quality of life in the City and provides a healthy environment and activities for youths and families.

City Administrator Doan conceded that the conversation as to whether the golf course should make a profit or cover its expenses is a Council policy choice; however, he cautioned that the path can be perilous because it begins to raise questions about the goal of the course to break even or make a profit, which could entail no longer offering programs for youths and others as those programs do not generate a profit. It important to consider the reason for the City's golf course, which speaks to considering the golf course as a park rather than a golf course. This park returns more of its operating costs than any other park in the City. It speaks to the value of the course to tourism, community programs, community events, habitat, flood mitigation, and the quality of life.

Discussion ensued on community inquiries Councilmembers often receive questioning the golf course. Staff was asked to provide

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more information that speaks to the comprehensive story of the golf course and how it serves the community.

Director Niemeyer answered questions about the potential benefits to the City by paying off the bond early.

Director Denney reviewed opportunities and challenges:

**Opportunities:**

- Golf participation remains high
- River's Edge Restaurant remains successful
- Leagues, classes, and youth programs are near capacity
- Salmon Safety environmental programs continue
- Outdoor community events on track for 2022
- 200+ acres in the center of Tumwater provide habitat, open space, and environmental stewardship

**Challenges:**

- With golf participation remaining high, staffing levels are insufficient to maintain course conditions
- River's Edge Restaurant needs updating
- On-going course maintenance continues of drainage, irrigation, cart paths, range, teaching areas, parking lot, and golf cart replacement

Director Denney invited Councilmembers to visit the golf course for a behind the scenes tour of the course.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

City Administrator Doan announced the release of the Tumwater Community Survey. He encouraged the Council to share information on completing the survey with friends and the community.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 8:54 p.m.**

Prepared by Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

**TUMWATER VIRTUAL JOINT CITY COUNCIL  
& TUMWATER SCHOOL DISTRICT  
MINUTES OF MEETING  
February 3, 2022 Page 1**

**CONVENE:** 6:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Tumwater School Board President Casey Taylor and School Board Members Laurie Sale, Scott Killough, and Melissa Beard.

Staff: City Administrator John Doan.

School Staff: Superintendent Sean Dotson.

**JOINT MEETING  
SESSION 5:  
RACIAL EQUITY  
PARTNERSHIP**

At 6:00 p.m. the meeting was called to order by Mayor Debbie Sullivan.

**21 DAY RACIAL  
EQUITY CHALLENGE  
SESSION 5 DISCUSSION**

Facilitators Eileen Yoshina and Matthew Gulbranson introduced themselves and welcomed everyone back for Session 5.

Eileen and Matthew reviewed the practices and agreements they would use to have the Racial Equity discussion. The group shared their reflections from the last session. Facilitators Yoshina and Gulbranson lead the group through discussions regarding this session of the equity challenge.

Facilitators Gulbranson and Yoshina thanked the group for their time and participation in tonight's discussion.

**ADJOURNMENT:** **The meeting was adjourned at 8:00 p.m.**

Prepared by Melody Valiant, City Clerk

**TUMWATER CITY COUNCIL WORKSESSION**  
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**February 22, 2022 Page 1**

**CONVENE:** 5:30 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Parks and Recreation Director Chuck Denney, Community Development Director Michael Matlock, Planning Manager Brad Medrud, Communications Manager Ann Cook, and City Clerk Melody Valiant.

**OLYMPIA  
TUMWATER  
FOUNDATION  
UPDATE:**

City Administrator Doan described the City's long-term partnership with the Olympia Tumwater Foundation. The Foundation supports the community by providing history talks, walks along the river, historical programming, and archival and historical research services.

John Freedman, Executive Director, Olympia Tumwater Foundation, briefed the Council on a new project at Brewery Park at Tumwater Falls. The new History and Nature Center replaces the current administration and maintenance building. Architect Ron Thomas with Thomas Architecture Studio was engaged to design the center.

Mr. Freedman reported the Olympia Tumwater Foundation was founded 1950 with roots tracing to the Schmidt Family and the Olympia Brewing Company. The Foundation gifted the Tivoli Fountain to the State of Washington in 1953. A rededication of the fountain by Governor Inslee was celebrated in 2017. The Foundation owns and operates the Tumwater Falls Park recently renamed Brewery Park at Tumwater Falls and the Schmidt House. The Foundation sponsors an educational program providing scholarships and grants. The scholarship program is the largest in Thurston County awarding \$2.4 million since the program was established in 1967.

The Schmidt House was built in 1904 for Leopold Schmidt, founder of the Olympia Brewing Company. Today, extensive archives of the Olympia Brewing Company and the Schmidt family are housed in the Schmidt House, as well as the Foundation's history program. The house is available for public lectures, events, tours, culture events, and weddings. The Foundation received a grant from the State of Washington to add ADA access and expand archival space. The Schmidt House welcomes approximately 3,000 visitors each year.

The Brewery Park at Tumwater Falls opened in 1962 and is owned, operated, and maintained by the Foundation. The park is visited by over 250,000 people each year producing \$1 million in economic impact to

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Thurston County. The park consumes approximately one-third of the Foundation's operating expenses each year.

The existing administration facility was constructed in 1962 and is no longer able to accommodate visitor and staff capacity needs. Revenue generated by the new facility will sustain the Foundation and create new jobs functioning as a visitor-education-event center and supporting the new expanded salmon hatchery constructed by the Department of Fish and Wildlife (WDFW), as well as Tumwater's new trail through the park. The current building of 1,800 square feet would be replaced with a 5,000 square foot building.

The Foundation is funded through interest from investments donated by the Schmidt Family and the Olympia Brewing Company. The funds support operating expenses. The Foundation is seeking other opportunities to supplement revenue needs.

The Foundation supports the City of Tumwater's mission, vision, and strategic priorities through a variety of programs and facilities.

Director Denney described the new ADA-compliant bicycle & walking trail as the longest trail segment completed as part of the Deschutes Valley Trail system. When completed, the trail will connect Capitol Lake through Historical Park to the Brewery Park at Tumwater Falls, to the golf course along Tumwater Valley Drive connecting to the Palermo neighborhood and the Deschutes Valley Park ending at Pioneer Park.

Mr. Freedman advised that a future event may include a fall festival at the park involving the City, WDFW, and the Squaxin Island Tribe. The new facility may also serve as a catalyst for redevelopment of some of the brewery properties.

City Administrator Doan shared how the Foundation serves as the historical element of the City's actions to promote brewing, distilling, and cider making by promoting and offering programming on the history of brewing in the City.

Mr. Freedman displayed an illustration of the new center. The building will feature Native American history, history of the early pioneers, and industrial uses along the river. Because the park is considered the northern end of the Oregon Trail, staff is working with David Nicandri to publicize and market the location. The center is anticipated to cost \$7.5 million with groundbreaking scheduled in late 2023-2024. The project will create 40 fulltime jobs and generate over \$11 million in economic impact and over

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\$500,000 in state and local taxes. The center is anticipated to increase the park's economic impact by \$500,000 to \$1.5 million annually on an ongoing basis. The project has been endorsed by the City of Tumwater, WDFW, Thurston Economic Development Council, Secretary of State, Squaxin Island Tribe, Tumwater Area Chamber of Commerce, and U.S. Representative Marilyn Strickland. The Foundation received \$1.25 million from the Legislature. The Foundation is seeking broad support from the community through a capital campaign to raise funds during the planning stages. A request to the federal government has been submitted for \$2.5 million through Senator Murray's office. The Foundation plans to submit a grant application to the Washington State Recreation and Conservation Office with the assistance of the City serving as the municipal partner.

Ron Thomas, Thomas Architecture Studio, reviewed design components of the center by sharing a site plan and visual renderings of different elevations of the facility. The program includes adding a separate maintenance facility, providing bus access, adding a new access road, and adding a multi-level parking structure serving both the center and the park. The project cost includes the new building, parking structure, and other site improvements; however, it does not include roadway improvements and right-of-way required for the plan. The Foundation is discussing the project with City staff for future right-of-way acquisition and roadway improvements.

Mr. Thomas described programming for event space, a tap room to support synergy between the Brewery and Distilling Center featuring local beers, office space for the Foundation, and a catering kitchen. The building design is a simple gable roof and wood siding and has received the American Institute of Architects Design Award because of how the building conforms to the site, meets program needs, is designed for energy efficiency, incorporates art, and is supported by all partners.

Mr. Freedman and Mr. Thomas answered questions from the Council about improving landscaping along the trail, improvements to the fish ladder, and the potential of charging an entrance fee to the park to help raise funds for the project. At this time, the Foundation does not plan to assess a park entrance fee but has considered a pilot type program of seeking parking donations. Mr. Thomas added that the building's southern facing roof would likely be covered with photovoltaic panels to generate electricity. The Foundation has also discussed allocating 5% of the parking spaces for electric vehicle charging stations.

The Council and Mayor thanked Mr. Freedman and Mr. Thomas for the update.

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### **PRELIMINARY DOCKET FOR 2022 COMPREHENSIVE PLAN MAP AND TEXT AMENDMENTS AND CORRESPONDING REZONES:**

Manager Medrud reviewed the details of the preliminary and final docket process for considering annual Comprehensive Plan Amendments.

The 2022 Preliminary Docket includes the following amendments:

- Two proposed private map amendments and associated rezones:
  1. **Wells Littlerock Comprehensive Plan Land Use Map Amendment and Corresponding Rezone.** The application was submitted by proponent Glenn Wells, a local developer, for 2.76 acres comprised of three adjacent parcels located to the south of 7223 Littlerock Road SW owned by Marvin Beagles. The current Comprehensive Plan map designation and zone district is Single Family Medium Density Residential (SFM). The proponent proposes changing the map designation and zone district to Multi-Family Medium Density Residential (MFM). The parcels are undeveloped.
  2. **Bath Littlerock Israel Comprehensive Plan Land Use Map Amendment and Corresponding Rezone.** The application was submitted by proponent Peter Condyles. The property owner is Dayabir Bath. Mr. Condyles sent a letter, which was copied to the Council outlining his position on the amendment. The amendment applies to two adjacent parcels totaling 1.97 acres located at 6940 Littlerock Road SW and 1850 Israel Road SW. A single-family house is located on one parcel. The second parcel is vacant. The applicant proposes changing the Comprehensive Plan Land Use designation and the zone district from Mixed Use to General Commercial. Historically, the two parcels proposed for the amendment were part of the 2017 Sullivan Comprehensive Plan Map and Zoning amendments considered by the City Council in 2017 and 2018. The 2017 amendments changed the two parcels in addition to four other parcels in the area from Mixed Use Overlay Comprehensive Map Designation and zone district, which requires components of residential and commercial uses, to Mixed Use. The City's Mixed Use zone district does not require a mix of uses. The Council did not approve a further amendment of these properties to General Commercial in order to maintain some level of mixed use along Littlerock Road. Instead, parcels near I-5 were changed to General Commercial and those near Littlerock were changed to Mixed Use.
- Three proposed public text amendments include:



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3. **Neighborhood Character.** Staff to review the Comprehensive Plan Housing and Land Use Elements and determine if amendments are needed to address “neighborhood character.”
  4. **Thurston Climate Mitigation Plan.** Update greenhouse gas emission (GHG) targets in the Conservation Element to address HB 2311 and review any potential changes required as part of Phase 4 of the Thurston Climate Mitigation Plan.
  5. **Essential Public Facilities Amendments.** Review the Comprehensive Plan Land Use Element and determine if there are amendments needed to address essential public facilities, including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; and recovery house facilities.
- One proposed public map amendment and associated rezone includes:
    6. **Dennis/Linderson Triangle.** The City proposed the amendment for a portion of 5.73 acres of vacant land located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW. During the 1980s, Linderson Avenue was located along I-5 with no separation by streets. The area to the south has redeveloped to a multifamily development. The proposal would change the Comprehensive Plan map designation and zone district from Single Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH).

The Planning Commission recommended moving all amendments in the preliminary docket to the final docket for further review. The General Government Committee recommended forwarding all amendments with the exception of the Bath Littlerock Israel Comprehensive Plan Land Use Map Amendment Corresponding Rezone (TUM-21-1872) because it was considered in 2017 and 2018. Following the Council’s discussion staff recommends placing the docket on the Council’s March 1, 2022 meeting agenda.

Following approval of the docket, staff will review the docket in March and present the Final Docket, ordinances, and amendments to the Planning Commission in July.

Councilmember Althaus shared that the General Government Committee reviewed the Bath proposal and compared it with the decision rendered by the Council in 2017 and agreed conditions had not changed to warrant a

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change. The long-term plan for the area has been for mixed use. The committee also did not want to advance the proposal if it was likely the proposal would not be approved by the Council.

Councilmember Dahlhoff commented that she understands both positions in terms of retaining the long-term vision for the area, but is also concerned about the lack of any community input as to what the community would like developed in the area.

Councilmember Cathey said the concern with changing the zoning is because the area serves as an entry point into the rural area of the City and because it is located adjacent to a heavily traveled roundabout. She prefers not allowing general commercial uses at that particular corner and instead prefers a mix of uses.

Councilmember Agabi asked about the difference in uses between General Commercial and Mixed Use. Manager Medrud explained that drive through uses are not allowed in the Mixed Use zone whereas General Commercial would allow drive through uses. The vision for Mixed Use is to promote walkability to and from those uses from local neighborhoods. General Commercial uses could entail the full range of auto-based commercial uses. Councilmember Agabi commented that it appears the area would benefit from high density uses. Manager Medrud explained that the Littlerock Road Subarea Plan's vision for that area along Littlerock Road is for less intense commercial uses, such as Neighborhood Commercial or Mixed Use zones with General Commercial areas closer to the freeway.

Chair Sullivan inquired about the residential requirements in Mixed Use zone districts. Manager Medrud said the Mixed Use zone allows both residential and commercial uses; however, there is no requirement to include residential.

Manager Medrud clarified that if the parcel was changed to General Commercial, drive through uses would be allowed. Restaurants are a permitted use in the Mixed Use zone except an exception was added as part of the Sullivan amendment prohibiting restaurants with drive through windows on parcels located on the north side of Israel Road between Littlerock Road and Tyee Drive. Restaurants without drive through windows would be permitted.

Councilmember Althausen questioned whether the Essential Public Facilities Amendment was prompted because of any changes in state law. Manager Medrud advised that the amendment was initiated because of an existing use that plans to expand its use. The City encountered difficulty in

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approving the request under current regulations. Consequently, staff is reviewing the regulations to ensure those types of situations can be addressed if the use already exists.

Councilmembers Jefferson and Schneider preferred to retain Mixed Use for the Bath proposal to promote a mix of uses to increase walkability in the area.

Mayor Sullivan said it appears the Council supports moving the General Government Committee recommendation forward to the Council's March 1, 2022 meeting for consideration.

**PROPOSED  
COUNCIL GOALS  
FOR 2023-24:**

City Administrator Doan reported that during the Council's retreat, the Council identified goals to guide the development of the City's biennial budget for 2023-24. The facilitator prepared a summary of the input from the Council's goal setting exercise. The Council's six Strategic Priorities are intended to be a long-term vision (10 years) for the City. The original priorities have been updated over time. He asked the Council for feedback on the goals and whether the six existing Strategic Priorities are currently relevant.

Feedback and suggestions from the Council included:

- The proposed goals are reflective of the Council's feedback; however, during the preparation of the budget some flexibility might be warranted based on available funding and other factors.
- The proposed list of 45 goals might be too ambitious. Staff acknowledged that many of the goals are undergoing some form of implementation through planning, design, or are under review by an advisory board or commission. Some goals may represent issues of magnitude or funding availability.
- Previous and recent goal-setting exercises affirmed the Council's priorities of environment and sustainability yet those priorities are listed as the last Strategic Priority and are not reflective of the Council's recent conversations. Staff explained that the Strategic Priority replaced a prior priority on organizational partnerships.
- Consider the option of a visual representation of the priorities, such as a pie chart as a way to avoid the perception the priorities are prioritized. The list should be reassessed as opportunities arise or an unexpected grant opportunity is identified.
- Recommend the City provide the Council with cell phones to conduct City business to eliminate the use of personal cell phones for City business. Consider adding cell phones under the strategy of *Refine and Sustain a Great Organization* as the goal for

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accessibility and transparency and the ability to access records generated from official use.

- Consider creating information highlighting many of the goals the City has accomplished.
- Rather than creating a goal for cell phones for the Council, the request for cell phones should be considered as part of the budgeting process.

### COUNCIL RULES:

City Administrator Doan reported the version of the Council Rules is the same version presented during the retreat with strikeouts and additions recommended by staff. The Council offered the following suggestions and revisions to the draft Council Rules:

- Within sections *2.1.2 Worksession & 21 City Council Committee*, the option of participating virtually should be included. City Attorney Kirkpatrick clarified that a new section was added on remote meetings for any City meeting and that language within the worksession section could be revised and clarified.
- Consider striking *Section 29.4 Councilmembers should not post City business on personal social media sites and should not comment about City business on social media sites hosted by others. Content from City social media accounts may be shared on personal accounts; Councilmembers should not comment on City social media content*, as the language does not prohibit the practice but rather that the Council should not. The section could include more parameters such as the actions would be subject to the Open Public Meetings Act and the Public Records Act to ensure it is clear that if the Council receives a Facebook message it may result in problems. Staff replied that the section is intended to reflect that the Council's personal social media accounts are separate from the Council's election or City social media accounts. The Council supported the creation of a Council official social media account.
- Under section *4.5 Special Items*, "positive presentation" was questioned as to the intent of the phrase. City Administrator Doan explained that *Special Items* on the Council's agenda have historically been about positive presentations on various issues rather than a presentation of criticisms. He offered to review and improve the intent of the language.
- Recommend the addition of language following the section on *4.6 Public Comments* enabling a three-minute period for Council response or rebuttals. Mayor Sullivan clarified that *Public Comment* is not intended to reflect a dialogue between the speaker and the Council; however, it is possible for the Council to follow-up on any comments during a worksession or other forum. City Administrator

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Doan offered additional information on ways to follow up with speakers dependent upon the subject of the comment.

- Would prefer the Council Rules include a 3-5 minute period for public comments rather than at the *discretion of the Mayor*. It was clarified that at *the discretion of the Mayor* is indicative of the Mayor announcing the time limit of the comment period prior to the Public Comment segment during a meeting. Mayor Sullivan recommended including a specific time limit and dependent upon the circumstance, the Mayor could shorten the public comment period to ensure the meeting announcement publishes the time limit for public comment. City Attorney Kirkpatrick explained that the current draft stipulates a specific time limit for public comment to avoid determining the time limit at each meeting. If a particular reason exists to change the limit, the Mayor has the discretion to establish another time limit. Mayor Sullivan added that the time limit for public hearings is addressed within a different section. City Attorney Kirkpatrick verified the Rules include two sections addressing public comments and testimony during a public hearing. The current draft sets the time at three minutes or another limit established by the Mayor.
- City Administrator Doan referred to *Section 9. Motions* and asked the Council to follow parliamentary procedures by clearly stating their intent to move or second a motion and clearly stating the motion rather than referring to a staff recommendation or the preceding discussion by the Council.

### MAYOR/CITY ADMINISTRATOR'S REPORT:

Mayor Sullivan advised of several vacancies on the Planning Commission. The membership of the Planning Commission was previously limited to seven members but was revised to add two members to ensure the urban growth area was represented on the Commission. Members representing those areas of the urban growth area have subsequently been annexed into the City. She requested input on reverting membership to seven members or retaining a nine-member Commission. The Council discussed potential quorum issues and assurance of a diversity of voices and an opportunity to engage. The Council agreed to maintain membership at nine positions.

Mayor Sullivan advised that she plans to contact several Councilmembers as a follow-up to promote communications between the Mayor and the Council.

### ADJOURNMENT:

**With there being no further business, Mayor Sullivan adjourned the meeting at 8:14 p.m.**

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## TUMWATER CITY COUNCIL MEETING

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**CONVENE:** 7:00 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, and Charlie Schneider.

Excused: Councilmember Eileen Swarthout.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Parks and Recreation Director Chuck Denney, Planning Manager Brad Medrud, and City Clerk Melody Valiant.

### **SPECIAL ITEMS:**

#### **AMERICAN RED CROSS MONTH (AMERICAN RED CROSS – NORTHWEST REGION, SOUTH PUGET SOUND AND OLYMPICS CHAPTER:**

Manny Martinez speaking on behalf of Executive Director Daniel Wirth, said he serves as a member of the Board for the South Puget Sound and Olympics Chapter. The American Red Cross mission is possible by the support and the time and talent of the community of citizens.

Mr. Martinez updated the Council on the American Red Cross response to area floods in January. Runoff from heavy rains impacted and flooded areas in Grays Harbor, King, Lewis, and Thurston Counties. The American Red Cross opened a shelter in Centralia on January 6, 2022 and assumed management of a second shelter in Elma, Washington on January 9, 2022 providing meals and comfort to displaced residents. Volunteers participated in the distribution of emergency supplies and conducted damage assessments in communities throughout the impacted areas. Over that period of time, volunteers were able to provide over 330 overnight shelter stays to flood evacuees in the region, over 1,600 meals and snacks served by partner organizations, over 125 relief items, such as comfort kits and cleanup kits to members of the community, and more than 280 individual care contacts to support mental and physical recovery for those impacted. The American Red Cross is experiencing a continuing need for volunteers as the organization cannot perform its mission without the network of volunteers. Additionally, members of the community can make an immediate impact by scheduling a blood donation as the organization is experiencing a blood crisis with less than a day supply in some critical blood types. The goal is to maintain a five-day supply at all times. [Redcrossblood.org](http://Redcrossblood.org) can be accessed to schedule an appointment or apply to serve as a volunteer.

Councilmember Jefferson inquired about the areas served by the chapter and whether the American Red Cross is assisting Ukraine. Mr. Martinez said the chapter includes Thurston, Mason, Grays Harbor, Lewis, and Pierce Counties. The American Red Cross is currently not sending responders to assist Ukrainians; however, the organization is supporting the International Committee of the Red Cross and Red Crescent and the societies for each of the countries in the area actively supporting refugees from Ukraine and those

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impacted by the conflict. The American Red Cross is accepting donations for Ukrainian refugees.

Director Trujillo shared that the City of Tumwater is working in collaboration with the American Red Cross and the Fire Department to offer a regular blood donation site for the City at the Fire Department training room. The site will accept donations regularly from the community and City employees willing to donate at least once quarterly.

Councilmember Dahlhoff inquired as to the status of ongoing restrictions for donating blood if individuals have traveled to specific countries. Mr. Martinez advised that the restrictions often change as he lived in Europe in the 1990s. At that time, fear of mad cow disease was prevalent and blood donations from individuals living in Europe were restricted. That restriction no longer applies and individuals can now donate blood. More information on current restrictions can be found at [redcrossblood.org](http://redcrossblood.org).

**PUBLIC  
COMMENT:**

**Pamela Hansen, PO 14521, Tumwater**, requested clarification as the issue of the golf carts and whether it was a purchase or a lease as both methods have been discussed during numerous City meetings. Additionally, information shared during a recent Council worksession on the Brewery Park Building and Tap Room deserves more detailed information in a full disclosure format to the taxpayers and should be included at a televised City Council meeting.

**Peter Condyles, 10519 20<sup>th</sup> Street SE, Lake Stevens, Washington 98258**, reported he is with Toyer Strategic Advisors, Inc., and represents Dayabir Bath and his proposal to rezone property at the corner of Littlerock Road and Israel Road from Mixed Use to General Commercial. He forwarded a letter to the Council last week regarding the proposal. He referred to the General Government Committee meeting in February whereby none of the members discussed the reasons the Planning Commission considered when recommending the inclusion of the proposal within the Comprehensive Plan Amendment docket. The opinions and recommendations of Planning Commissioners have merit and he believes the information should have been included in the committee's discussion. He summarized the Commission's discussion during the January 25, 2022 meeting. Many Commissioners believed a larger discussion was warranted for the Littlerock Road Subarea Plan, as development has not proceeded as envisioned over the last 20 years. Commissioners commented that the docket proposal might be a way to initiate that conversation. By not including the amendment within the docket, there is a strong likelihood the discussion desired by the Commission would remain unresolved. The Commission also believed an anchor tenant could help attract other businesses and development to the area that the City has long desired. Once businesses learn that it is possible to develop in the area, businesses might be likely to build or relocate to the area. Some Commissioners felt that the corner was the right location for an anchor tenant. He added that the world has changed because of COVID-19 with



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lasting impacts on how society plans and grows. Traditional offices and retail stores are going to experience a diminished role in the economy moving forward. Continuing to encourage that type of development will not be economically viable. It is also important to understand that many people will no longer want the same level of face-to-face service prior to the pandemic. It is important to create an inclusive community that accounts for the legitimate concerns because of the pandemic. By changing zoning of the property from Mixed Use to General Commercial and allowing expanded low-touch commercial uses, the City can respond to those concerns. He is hopeful the Council considers the corner as the perfect place to expand general commercial and encouraged the Council to add the Bath property to the final docket for further study.

**Onkaar Dhaliwal** reported when he and Mr. Bath purchased the subject property, he did not have experience in purchasing undeveloped land for future development except that Mr. Bath had owned several gas stations in the Olympia area and believed it was timely to invest in the property as the City was planning to install a roundabout and extend utilities. Since the purchase over 14 years ago and despite infrastructure improvements, development continues not to be an option because of limited zoning. Despite listing the property for sale for many years, no perspective buyers have pursued interest because of the zoning. The property was evaluated by the City through a prior amendment processes with the zoning limiting drive through businesses and other types of uses, which today are a necessity for any type of business. He requested the Council consider adding the proposed amendment to the docket to assist in promoting development of the property.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council Special, November 30, 2021
- b. Approval of Minutes: City Council Joint Tumwater School District, January 6, 2022
- c. Approval of Minutes: City Council Worksession, February 8, 2022
- d. Approval of Minutes: City Council Retreat, February 11, 2022
- e. Approval of Minutes: City Council Retreat, February 12, 2022
- f. Approval of Minutes: City Council, February 15, 2022
- g. Payment of Vouchers
- h. Greer Environmental Consulting Service Provider Agreement
- i. 2022 City Council Meeting Schedule and Summer Recess
- j. Amendment to Interlocal Agreement with Thurston County for Radio Services
- k. Ordinance O2022-009, Interfund Loan and Call of 2011 GO Bond

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Schneider, to approve the consent calendar as published. A voice vote approved the motion unanimously.**

**COUNCIL  
CONSIDERATIONS:**

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**PRELIMINARY  
DOCKET FOR 2022  
COMPREHENSIVE  
PLAN MAP AND  
TEXT  
AMENDMENTS  
AND  
CORRESPONDING  
REZONES:**

Manager Medrud presented the preliminary docket of 2022 Comprehensive Plan Amendments. Amendments to the Tumwater Comprehensive Plan are considered at the beginning of each year. The Planning Commission reviews the preliminary docket and recommends which amendments should move forward for inclusion in the final docket.

The 2022 Preliminary Docket includes the following amendments:

- Two proposed private map amendments and associated rezones:
  1. **Wells Littlerock Comprehensive Plan Land Use Map Amendment and Corresponding Rezone.** The application was submitted by proponent Glenn Wells, a local developer, for 2.76 acres comprised of three adjacent parcels located to the south of 7223 Littlerock Road SW owned by Marvin Beagles. The current Comprehensive Plan map designation and zone district is Single Family Medium Density Residential (SFM). The proponent proposes changing the map designation and zone district to Multi-Family Medium Density Residential (MFM). The parcels are undeveloped. Surrounding uses are zoned Mixed Use.
  2. **Bath Littlerock Israel Comprehensive Plan Land Use Map Amendment and Corresponding Rezone.** The application was submitted by proponent Peter Condyles. The property owner is Dayabir Bath. The amendment applies to two adjacent parcels totaling 1.97 acres located at 6940 Littlerock Road SW and 1850 Israel Road SW. A single-family house is located on one parcel. The second parcel is vacant. Current zoning of the surrounding area to the south is Mixed Use. The applicant proposes changing the Comprehensive Plan Land Use designation and the zone district from Mixed Use to General Commercial. Historically, the two parcels proposed for the amendment were part of the 2017 Sullivan Comprehensive Plan Map and Zoning amendments considered by the City Council in 2017 and 2018. The 2017 amendments changed the two parcels in addition to four other parcels in the area from Mixed Use Overlay Comprehensive Map Designation and zone district, which requires components of residential and commercial uses, to Mixed Use. The City's Mixed Use zone district allows but does not require a mix of uses. The Council did not approve the amendment in order to maintain some level of mixed use along Littlerock Road. Instead, the parcels located near I-5 were changed to General Commercial and those located near Littlerock were changed to Mixed Use.

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Councilmember Althaus asked whether General Commercial allows for drive through uses whereas Mixed Use restricts those uses. Manager Medrud said drive through uses are not allowed in that particular area. As part of the 2018 amendment process for the area, zoning was changed to Mixed Use with restrictions on drive through uses on the six parcels affected by the zoning at that time. Councilmember Althaus asked whether changing the zoning to General Commercial would enable drive through uses. Manager Medrud affirmed drive through uses would be allowed.

Manager Medrud reviewed the proposed text amendments:

- 3. Neighborhood Character.** Staff review of Comprehensive Plan Housing and Land Use Elements to determine if there are amendments needed to address “neighborhood character.”
  - 4. Thurston Climate Mitigation Plan.** Update greenhouse gas emission (GHG) targets in the Conservation Element to address HB 2311 and review any potential changes required as part of Phase 4 of the Thurston Climate Mitigation Plan.
  - 5. Essential Public Facilities Amendments.** Review the Comprehensive Plan Land Use Element and determine if there are amendments needed to address essential public facilities, including but not limited to: intensive inpatient facilities; long-term residential drug treatment facilities; and recovery house facilities.
- One proposed public map amendment and associated rezone includes:
    - 6. Dennis/Linderson Triangle.** The City proposed the amendment for a portion of 5.73 acres of vacant land located at 6501 Linderson Way SW at the western corners of Linderson Way SW and Dennis Street SW. During the 1980s, Linderson Avenue right-of-way was located along I-5 with no separation by streets. The area to the south has redeveloped to a multifamily development. The proposal would change the Comprehensive Plan map designation and zone district from Single Family Medium Density Residential (SFM) to Multifamily High Density Residential (MFH).

The Planning Commission recommended moving all amendments within the preliminary docket forward for review as part of the final docket. The General Government Committee reviewed the preliminary docket and recommended all amendments move forward for further review as part of the final docket with the exception of the Bath Littlerock Israel Comprehensive Plan Land Use Map Amendment and Corresponding Rezone because the proposal was part of the Sullivan amendments in 2017 and 2018. The Council conducted a worksession to review the proposed amendments and recommendations by the General Government Committee

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and the Commission. Staff requests the Council render a decision on what amendments should move forward as part of the final docket.

Councilmember Dahlhoff spoke to the challenges associated with what the Planning Commission experiences versus the Council's experiences. The Commission views proposals from the lens of land use. If development has not occurred over time, the Commission is willing to consider a different course versus the Council conversing about potential impacts to surrounding neighborhoods by changing course in the vision established by the Littlerock Subarea Plan. She understands both positions and agrees both sets of questions continue to be valid while also acknowledging the area lacks services. Issues surround how to meet the needs of residents who live in the area as well as the needs of the property owners who have owned the land for 14 years. She would support moving the amendment forward but understands should a majority of the Council disagree, it would be questionable to advance a proposal not supported by the Council. An unanswered issue is how long the City is willing to wait for any development to occur in the area or on the property.

Councilmember Althaus said he has similar feelings as the area has experienced some challenges and many members of the Council are not ready to abandon the initial vision established in the Littlerock Road Subarea Plan. However, if it is not realistic, the challenge is the argument that development should drive a reexamination of the plan if there is a belief that the plan is deficit and unlikely to happen. He prefers investing time and energy in revising the plan so that the plan drives development in the area as opposed to development driving the plan. Another ongoing issue is the potential of having a drive through lane close to a busy roundabout and potential traffic challenges in the area. Ultimately, his perspective has not changed because he has similar concerns about staff conducting additional research on a proposal that would not be supported by the Council. Adding the amendment to the docket that ultimately would not be adopted is unfair both to staff and the property owners. He supports revisiting the area as a whole because of the lack of services in the area; however, it should be in the form of revising the plan by pursuing a thoughtful review of the plan as opposed to authorizing a development that might spur desired development because the City could lose control as to how it wants to shape the future of that area.

Councilmember Dahlhoff noted that neighbor input continues to be a missing element for any ongoing discussions.

Councilmember Cathey agreed with the comments and supports revisiting the plan. In the last 12 years, the residential area has developed and increased and the ambience of the neighborhood character continues to prevail in terms of traffic congestion and commercial uses. She supports revisiting the plan and not including the proposed amendment within the final docket.

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Councilmember Schneider acknowledged that he was not involved in the development of the Littlerock Road Subarea Plan but supports the comments and wants to receive feedback from the community impacted by any decision. He prefers tabling the request until community input is provided to the Council.

Councilmember Jefferson said that as a newcomer to the process, she agrees with supporting walkability and safety for the surrounding neighborhoods and supports tabling the proposal to afford an opportunity to revisit the plan.

Councilmember Dahlhoff questioned the timeline to review the Littlerock Road Subarea Plan. Manager Medrud explained that as part of the eight-year update of the Comprehensive Plan that will start in the fall 2022, the inclusion of a review of the plan could be timely and appropriate.

Councilmember Dahlhoff recommended scheduling joint meetings with the Planning Commission when a review is initiated.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Dahlhoff, to approve the Preliminary Docket for 2022 Comprehensive Plan Map and Text Amendments and Corresponding Rezones as recommended by the General Government Committee. A voice vote approved the motion unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH &  
SAFETY:**

*Leatta Dahlhoff*

The next meeting is scheduled on Tuesday, March 8, 2022 at 8 a.m. to receive an update from Thurston County Public Defense Director Patrick O'Connor and an update from Fire Chief Hurley on emergency management.

**GENERAL  
GOVERNMENT:  
*Michael Althaus***

At its next meeting on March 9, 2022, the agenda includes a review of ordinances for street tree standards and tree preservation regulations and an interlocal agreement with Thurston County, City of Olympia, and City of Lacey for an electrification cost estimate.

**PUBLIC WORKS:  
*Eileen Swarthout***

The next meeting is scheduled on Thursday, March 3, 2022 at 8 a.m. to review a proposal for the Linwood Avenue Sidewalk Grant Agreement and receive an update on the Sewer Overflow Response. At the last meeting, Greer Environmental Consulting Services presented information to the committee and addressed some concerns as the owner of the company, Meredith Greer, is currently an employee of the City of Tumwater. Ms. Greer submitted her resignation effective March 15, 2022. Her consulting

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firm will oversee nine projects. The committee approved the proposal, which was adopted as part of the consent calendar.

**BUDGET AND  
FINANCE:**  
*Debbie Sullivan*

There was no meeting and no report.

**MAYOR/CITY  
ADMINISTRATOR'S  
REPORT:**

City Administrator Doan responded to the public comment regarding golf cart purchase or leases. Over the last decade, the City has leased golf carts. The Council is scheduled to consider a lease proposal for golf carts. Regarding the comment concerning Brewery Park, the park is owned, operated, and maintained by the Olympia Tumwater Foundation. The park is not a City facility and the proposed building is sponsored by the Foundation and not the City. No City funds have been committed to that project.

The Council was provided with a copy of a letter responding to Deborah Johnson's comments about knotweed on some City property near the Palermo neighborhood. Her questions were in conjunction with the Greer Environmental Consulting Contract; however, Ms. Johnson's concerns focused on the prevalence of knotweed.

Director Denney updated the Council on recent flooding experienced in the valley and at the golf course. Water crested in the Deschutes River in the City of Rainier, which is a 10-hour travel time from the City. The City's nearest gauge for river height is in the City of Rainier, which is monitored by City staff. As the level crested earlier in the afternoon, the water level began rising in the river through Tumwater valley. The golf course was closed during the day and Pioneer Park was closed at approximately 6 p.m. because of water over the roadway and in the parking lot. As staff had time to prepare, equipment and supplies were moved. Staff will tour the area to assess damage and the extent of sediment and debris deposited in the park and at the golf course.

Mayor Sullivan reported she attended the February 16, 2022 Intercity Transit Authority meeting. Members were introduced to a new driver class of operators. Five new buses will be delivered to the agency bringing the number of new buses to 64. Members participated in the tour of the Pattison Street facility. The next meeting of the Authority is scheduled on March 2, 2022.

*Charlie Schneider:*

Councilmembers Schneider and Jefferson attended the Thurston County Food Bank Growers meeting to gather, share, plan, and coordinate food bank gardening efforts. They also attended a meeting with Pastor Sandy with United Methodist Church to identify the site of the future community garden.

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Councilmember Schneider attended the gifting of two handcrafted items from the butternut tree donated to the City by Arborist Ray Gleason.

Councilmember Schneider attended the Thurston Area Chamber of Commerce monthly forum. The speaker was Port of Olympia Executive Director Sam Gibboney who spoke to the Port's 100<sup>th</sup> year anniversary. He also participated in the City's the Adopt-a-Road program, Tumwater Youth Program, and chaperoned foster children at the Tacoma Ice Dome. He also attended the Tumwater Public Works meeting and the Climate Action Steering Committee as an alternate member.

***Peter Agabi:***

At the last meeting of the Thurston Economic Development Council (EDC) Board meeting, members received a presentation from the Thurston County Broadband Action Team and Nisqually Tribe's broadband efforts. The presentation covered details of areas for extending broadband services. Councilmember Agabi reported he met with Michael Cade, Executive Director of the EDC to enable the opportunity for Mr. Cade to meet with Mayor Sullivan and establish a formal relationship. Mr. Cade's presentation hinged on the City's plans to hire an economic development position and how that position will work with EDC to promote economic development in the City of Tumwater.

***Michael Althausen:***

Councilmember Althausen reported on his attendance to the recent Regional Fire Authority Planning Committee meeting and the Regional Housing Council (RHC) with Councilmember Cathey last week. Funding RFPs were issued on February 25, 2022 to providers and developers. The funding contracts are for a two-year period with a number of existing contracts scheduled for renewal along with new funds available to providers. The first RFP is for capital funds for projects. The funds include federal money. Typically, funding is approximately \$700,000 to \$750,000 and is matched with local document recording fees (\$550,000) for a total of \$1.2 million for capital projects. Local document recording fees also fund services totaling \$400,000. Most of the funds will assist hazardous weather services. The funding level will increase because of the increase in climate change creating more weather hazards both in the summer and winter. The last RFP is for funds from the state for homeless grants of an additional \$308,000 in service dollars in addition to \$700,000 for services. For more information on the grant funding opportunities, RHC has scheduled a bidders conference on March 3, 2022. More information is available at Thurston County's website for a link to access the event. The RHC is also engaged in ongoing discussions between Thurston County and the City of Olympia about incorporating Olympia's HOME Fund within the Thurston County HOME Fund recently adopted by the County Commission. Members received an update on the interlocal agreement with all RHC partners, which is scheduled for release in the next six months following RHC retreat discussions in May. Members also discussed the agenda for the retreat scheduled to be held with the Housing Action Team to discuss the two entities and define the best way to work jointly in the future. The retreat will

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be facilitated with pre-interviews of each entity. The RHC discussed the funding methodology for the retreat and whether jurisdictional partners should share an equal portion of the retreat cost. The RHC elected to allocate charges based on each jurisdiction's population to avoid partners paying a greater portion of the retreat cost than the jurisdiction's population. For Tumwater the cost is approximately \$2,000 for a two-day retreat.

***Joan Cathey:***

There were no meetings and no report.

***Angela Jefferson:***

At the last meeting of the Thurston County Emergency Medical Services (EMS) Council, members discussed the Basic Life Support (BLS) project. The 2021 budget totaled approximately \$1 million with the 2022 budget increased by approximately \$276,000 primarily due to COVID vaccines and a new helpline project for screening callers for emergencies. The Council discussed the Advanced Life Support (ALS) update. Staffing of the HPUs (High Probability Units) continue on Mondays and Fridays through the end of February. If HPUs are extended beyond February, the Transportation Resource Utilization (TRU) Committee will assess the extension. For the BLS update, the Council is planning for an EMT course and is working with Senior Emergency Medical Services Instructors (SEIs) to identify a lead and dates for each in-person class session. As of January 24, 2022, 223 participants completed hands-on CPR training. Twenty-four classes were scheduled for the month of January.

As reported by Councilmember Schneider, Councilmember Jefferson said she attended the community garden meeting to generate interest by partners to ensure the first community garden is a success. During the meeting, a lead gardener from the Thurston County Youth Correctional facility met with the group. Officer Shane also brought several youths to the meeting. Officer Shane and his team are ready to help with the community garden project. The following day, she and Councilmember Schneider attended the food bank meeting with growers. Pastor Sandy also attended the meeting to learn how food is donated, hours of donations, and the type of foods to grow.

Councilmember Jefferson and Councilmember Schneider visited the Isabella Bush Park to review ongoing improvements occurring in the park and met with the students during lunch.

Councilmember Jefferson met with representatives from the Mills and Mills Funeral Home to thank the business for maintaining the pioneer cemetery.

***Leatta Dahlhoff:***

Councilmember Dahlhoff reported on the increase in deferrals to the Law Enforcement Assisted Diversion program from law enforcement. The next areas of focus include the Nisqually Tribal Courts and the Department of Corrections. The Thurston County Prosecuting Attorney's Office is working with Tumwater to outline a streamlined arrest alternatives process.



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The Regional Fire Authority Planning Committee increased meetings to twice monthly. Highlights from the meeting included a current status report by the three consultants outlining planning, future work, and the timeline for a future ballot measure (April 2023). The committee established some subcommittees and developed a draft work plan and charter. Union representatives are working on comparables and City Administrator Doan and Olympia City Manager Jay Burney are reviewing the educational components (both internally and externally), as well as assessing the current status of equipment of both fire departments.

Councilmember Dahlhoff commented on the monthly celebrations of different groups of people, e.g. Black History Month and National Women's History Month, and how celebrating all groups every day could serve as a way to continually promote more inclusivity of everyone.

**OTHER BUSINESS:** Councilmember Jefferson announced a new pop-up food bank located at the United Methodist Church opening on March 16, 202 from 4:30 p.m. to 6:30 p.m. The food bank will be open on the third Wednesday of each month.

**ADJOURNMENT:** **With there being no further business, Mayor Sullivan adjourned the meeting at 9:00 p.m.**

Prepared by Valerie L. Gow, Recording Secretary/President  
Puget Sound Meeting Services, psmsoly@earthlink.net

**TUMWATER CITY COUNCIL WORKSESSION**  
**MINUTES OF VIRTUAL MEETING**  
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**CONVENE:** 5:30 p.m.

**PRESENT:** Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausen, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Staff: City Administrator John Doan and Transportation and Engineering Director Brandon Hicks.

**JOINT ANIMAL  
SERVICES  
COMMISSION**

**(JASCOM) UPDATE:** Ms. Hock provided an update on the status of JASCOM over the last two years during the pandemic. JASCOM serves as Thurston County's primary regional animal shelter and animal control agency established in 1977 by the Cities of Lacey, Olympia, and Tumwater and unincorporated Thurston County to fund animal services. The animal shelter is located in an 8,000 square-foot facility on five acres of wooded land in a centrally located site. The facility serves 774 square miles of urban and rural terrain. The agency's goals are to ensure and advocate for animal welfare, promote public safety, and support responsible animal ownership. Programs and services include animal sheltering, humane law enforcement for the jurisdictions, adoption of homeless animals, and programming to reunite animals with owners through the Lost and Found Program. The shelter provides doghouses and shelters to people in need. The shelter has many volunteer and foster opportunities. Medical care is provided to sick and injured animals to include spay and neutering surgeries prior to an animal's adoption, licensing, and public education and advocacy.

Over the last two years, Thurston County has experienced steady growth, as well as the growth in animals. A positive outcome was the reduction in the overall shelter intake over the last two years with most shelters averaging a 45% decrease of intake into shelters. The pandemic has affected other shelters and rescues by reducing the number of animals they intake from animal shelters affecting the overall outcome of placing animals in homes. The agency's total live release rate for 2021 was 77.5%. An adjusted live release rate was 89% and represents those instances when owner requested euthanasia is subtracted from the overall euthanasia number. The majority of shelter euthanasia was requested by owners and not shelter initiated.

Ms. Hock noted a dramatic reduction in field response from 2020 to 2021 because of the switch in shelter management software in 2021 moving from an archaic system no longer supported to updated shelter

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management software that enhances the tracking of field calls. Moving forward, only field responses will be reported to partner jurisdictions because tracking has been improved.

During 2021, agency accomplishments included updating all technology software, refocusing and evaluating efforts to improve outcomes, and launching of the online licensing portal service. In 2021, the three cities adopted ordinances banning the retail sales of dogs and cats. Subsequently, the state adopted a statewide ban.

COVID-19 provided an opportunity to assess and revamp programs. New volunteer software was installed and the agency moved to onboarding all foster and volunteers via an online format. Over the last two years, foster homes increased by 30% with a 7% increase in placement of animals in foster homes. The agency is creating a medical area and surgery suite to offer medical and veterinary care in-house. The agency is converting a modular building to a surgery suite and a medical treatment area. Some grant funds from the ASPCA has assisted in the purchase of equipment.

In December 2021, the shelter held its first large-scale adoption event and placed 85 animals (65 cats and 19 dogs, and one iguana).

The Joint Animal Services Commission and staff completed a five-year strategic plan last summer. The five-year strategic is available on the agency's website. Ms. Hock identified and described the three major goals within the plan:

- Joint Animal Services to continue to become a sustainable organization with the capacity to meet the needs of the community.
- Expand and improve animal care and programming to support the community's pets and people.
- Increase accessibility, inclusivity, and enhanced community involvement.

Ms. Hock addressed questions from the Council about whether the shelter is designated as a no-kill shelter, status of summer fund-raising events, and donations to the animal shelter. A no-kill shelter is defined as a live release rate of 90% or higher. The animal shelter has not attained that goal because of operational capabilities, such as the lack of medical services. The goal of becoming a no-kill shelter is a community commitment as the shelter is dependent upon the community to help meet the goal through adoption, volunteering, and fostering animals. Top Rung Brewery is hosting an adoption and fundraising event on March 26, 2021 with 20% of all proceeds donated to the shelter. Adoptable dogs will be present. The

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animal shelter accepts monetary donations as a tax-deductible government entity, as well as supplies through Amazon's wish list of needed supplies. The community is encouraged to host fundraiser events, license pets as the fees support shelter operations, and consider fostering animals. Adoption events held at local pet stores support local animal rescue groups. The animal shelter also has a dedicated network of community members who unite lost animals with their owners.

**CAPITAL  
PROJECTS  
UPDATE:**

Director Hicks presented an update on capital projects planned over the next several years, staff capacity constraints, and pending requests for additional staff resources.

The Capital Facilities Plan (CFP) includes over \$190 million in projects programmed for the years 2022-2027. The CFP is distributed by specific funds with most of the projects in the General Governmental, Transportation, and Water CFPs. The CFP includes 103 projects and over \$155 million in projects are managed by the Transportation and Engineering Department.

Half of the 2022 and 2023 projects will be designed by City staff with the other half designed by consultants. Staff performs the primary project management functions for all transportation projects. Director Hicks displayed a list of projects currently in progress and planned for 2023. Some of the projects would not be completed until 2024, such as the Southeast Reservoir. The 2024 Pavement Maintenance project design may not be completed, as well as the design of the Operations and Maintenance Facility before the end of 2023.

Director Hicks reviewed projects in the construction phase in 2022 and 2023. He addressed questions on how rural versus urban projects are prioritized. Most of the projects in the CFP are located in urban areas of the City because of eligibility for funding. Most of the funding sources require either pedestrian, bike, or vehicle uses. Most projects are located in the urban core. For rural areas, the Council's priorities guide most projects, such as pavement management. Sidewalks are more difficult as most of the City's rural areas include the presence of gophers or other endangered species, wetlands, or there is a lack of space to install sidewalks.

Director Hicks reviewed a list of specialized projects requiring more staff resources and time. Several of the projects are right-of-way acquisitions. Right-of-way acquisition for the Capitol Boulevard and Trosper Road Improvements project has been completed.

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Director Hicks reviewed a diagram of the distribution of projects by fund. Typically, more utility projects would be included; however for 2022 and 2023, more general fund projects are included, as well as transportation projects because the City received many grants. Staff is working on 36 CFP projects over the next two years.

The increase in projects can be contributed to growth, annexations, Council and City priorities, project deferrals, and increased dedicated funding. All have a huge impact on workload. Although utility revenue has increased, the revenue is allocated for construction costs. The project workload has increased because of deferrals. The City has collected park and transportation impact fees for years. That source of funding has increased substantially because of the increase in housing construction. Currently, the City has accumulated over \$13 million in impact fees for both transportation and parks. The funds must be spent within a specific timeframe.

Revenue from the Transportation Benefit District continues to increase each year. Today, the amount is triple than forecasted when the TBD was formed. Next year the fund balance will be approximately \$5 million. The Metropolitan Park District has accumulated \$3.2 million in its second year. The increase in those funds equate to more projects. The City has collected mitigation fees for the Tumwater Boulevard Interchange project of approximately \$600,000. Phases 1 and 2 will cost approximately \$13 million to install two roundabouts followed by widening the bridge over the next decade. The City has successfully secured much grant funding totaling over \$15 million in transportation grants over the last five years not including the \$5.8 million for the Deschutes Valley Trail project. The Water Resources and Sustainability Department has received over \$1.5 million in grant funds over the last two years.

The City is planning for debt financing for some large future projects to include the Southeast Reservoir and the Operations and Maintenance Facility project.

Director Hicks responded to questions about concerns regarding the capacity of staff to accomplish the workload. He believes that at this time, the City should not apply for any additional grants because of the lack of capacity to complete the projects. The City has deferred too many utility projects to keep pace with grants at this time.

Director Hicks reviewed the request for additional staffing. The department currently has six FTEs dedicated to capital projects versus 6.5 FTEs in the late 1990s. The gap is filled by consultants, managers, and

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project deferrals or cancellations. The proposal is to reinstate two previously approved FTEs in Transportation and Engineering, add one new FTE position, and one FTE in Communications (funded by grants and projects).

Director Hicks outlined the benefits of the proposed addition of staff positions:

- Reduced cost by not using consultant design
- Better maintenance program implementation through systematic maintenance and replacement
- Better alignment of CFP projects – aligning utility projects with transportation projects
- Improved stakeholder and community engagement

Councilmember Cathey asked about the process involved in pursuing more community engagement. Director Hicks explained how projects are assessed for its impact to the public with department staff meeting with Communications staff to share recommendations on outreach and engagement for each project.

City Administrator Doan provided additional information on the process explaining that each project requires a different strategy for how the City will engage with the community.

Councilmember questioned the status of the Panattoni Port project. City Administrator Doan said the lease agreement between Panattoni and the Port of Olympia is intact with Panattoni presenting a proposal for a 400,000 square foot manufacturing and warehouse facility through the City's preapplication review process and two other building proposals not impacted by gopher habitat that is in process through the City's development review process.

Councilmember Cathey advocated for Council involvement in community engagement or community conversations for different projects.

Councilmember Schneider said he is often queried about the status of Capitol Boulevard and Trosper Road Improvements project and the recent removal of the bank building leaving a large hole. Director Hicks said the original material designated to fill the hole was not compacting properly requiring the removal of the material and identifying a new source for the material. New material has been delivered to fill the hole.

Councilmember Schneider asked about the timeline for completion of The

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Preserve Park project. Director Hicks advised that initially the design was to be completed by a consultant but because of some issues, the design is being completed by staff. The design is close to completion with bidding on the project anticipated in the spring. He offered to follow-up on the completion date for the park project.

Councilmember Jefferson inquired about the timing for reinstating efforts to secure grants. Director Hicks advised that the additional positions would assist in coordinating existing grants and enable the department to apply for new grants.

Councilmember Agabi asked about the status for completion of the Old Highway 99 Corridor Study. Director Hicks said the completion of the study is anticipated in the next several months. The study may be delayed because of the City's work with U.S. Fish and Wildlife Service on the 79<sup>th</sup> Avenue roundabout to avoid requirements for gopher habitat. The roundabout is funded from the federal Surface Transportation Program (STP) administered through Thurston Regional Planning Council (TRPC).

Director Hicks reported the next step is presenting a staff request to the Council for consideration in the form of an updated salary schedule ordinance.

City Administrator Doan commented on the importance of staffing capacity to manage and administer grants, the deferral of utility projects because of the lack of staffing resources, and the importance of utility and transportation improvements for residents and the business community. It is likely the next biannual budget could require additional FTEs dependent upon progress achieved by filling the proposed positions.

Director Hicks added that most of the funding for the positions would be from CFP funds comprised of grants, utility revenue, and some funds earmarked for capital projects.

City Administrator Doan responded to questions on potential funding impacts to the E Street Extension project in terms of how the state programs transportation funds for large capital transportation projects.

**RACIAL EQUITY  
MEASURES:**

City Administrator Doan reported the briefing serves as a follow-up from conversations with the Tumwater School District on racial equity measures. The joint meetings involved brainstorming ideas of actions each entity could employ to increase diversity, equity, and inclusion in each organization at the policy level, at the employee level, and in workgroups.

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City Administrator Doan reviewed a list of ideas prepared by City directors on ways to increase Diversity, Equity, and Inclusion in Tumwater and asked the Council to select the five highest priorities. Additionally, Manager Cook and school district staff are working on a draft of a joint statement for the Council and School Board's consideration to serve as follow-up information to the community on the status of efforts.

**City-wide (policy and implementation) level:**

- Equity Lens/Toolbox – @ Council, PC and others
- Enhance relationships with area tribes
- Land acknowledgement
- Examine race in transportation planning
- Partner with school district – *City Administrator Doan noted that the school district has formed an equity taskforce. He offered that a representative from the City (Councilmember, staff member, or School Resource Officer) could serve on the taskforce to contribute a community perspective to the school conversation.*
- Develop relationship with CIELO
- Update the City logo
- Being small and sustainable is better than big and unsustainable
- Review zoning code/plans for references to outdated terms such as “neighborhood character.”
- Have appropriate ethnic celebrations
- Look at City events like the tree lighting and rather than avoid the differences, celebrate them
- Include diverse and culturally enriching and celebratory public art
- With surveys and communications, are we reaching the right people?
- Learn about pockets of poverty in our community
- Update the City Diversity Statement
- Look at how we define family and familial relationships in regulations
- Report to Council on how we interview and hire people
- Support small and minority businesses
- Supplier diversity program for small, diverse and veteran businesses
- When working with other groups, learn to be flexible. Do we really need all the rules we have?
- Develop a plan in recreation and other parts of the City for “what do we do when.....?”

**City-wide employee level:**

- Employee workgroup



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- City-wide training: cultural competency, learning others' history and stories
- Council funding for this work
- Keep IDEA Team going
- Expand IDEA Team concept to other departments/workgroups
- Collaborate more across departments
- Get out and meet/interact with the community
- Review hiring: Move from “fit” to “add”
- Internalize moving from racist to anti-racist
- Learning about and skill-building for subsets of community
- Enhance recruitment and hiring (e.g., DEI interview questions, representative participation in interviews)
- Have City-wide training be cross-departmental, so we hear the others' stories (e.g., police hearing the stories about zoning and redlining)
- Relook at “required” credentials for positions – do they unnecessarily limit our hiring pools?

**Workgroup(s):**

- Re-look at credentials for jobs
- Find ways to informally interact with the community
- Provide TRPC data to workgroups on data about Tumwater
- Regularly schedule learning
- Reading List/Reading group
- Relook at DBI process and how to use it more effectively
- Learn Spanish/Refine translation services
- Help different cultures tell their story – particularly indigenous groups at community events and activities

Councilmember Cathey complimented City staff for the development of the list because it is representative of staff paying attention and contributing information.

Mayor Sullivan advised that she recently had some conversations with the Chair of the Squaxin Island Tribe. The tribe would like to restart quarterly meetings with the Council and offered to host the first Council-to-Council meeting in April. The discussion also spoke to land acknowledgement. The tribe offered to attend a Council meeting share details on the land acknowledgement process to help educate the Council and community about the traditional land blessing ceremony.

Feedback from the Council included:

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## MINUTES OF VIRTUAL MEETING

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- Prefer action-oriented ideas.
- Consider whether the City has the staff capacity to accomplish the goals. City Administrator Doan noted that many of the goals align with existing capacity in terms of how work is executed rather than adding more work.
- An observation that many of the ideas overlap and could be intertwined.
- Prefer to have an opportunity to give the Council additional time to select the top five ideas and then rank the ideas during another review because many of the ideas are similar
- The list is impressive and exceeds expectations.
- Support enhancing relationship with area tribes and land acknowledgment, as well as updating the City logo to improve a logo that reflects inclusivity. Supportive of pursuing appropriate ethnic celebrations and some form of partnership with the school district to continue conversations and develop better connections. Supporting small and minority businesses is also important.
- *Equity Lens/Toolbox* is important as a legislative and policy making body to provide a tool or framework to assist the Council as it considers policies that they are adequately informed and are not creating unintended consequences. Perhaps include ideas in staff reports to connect the nexus of the ideas with proposed actions. More information is needed on pursuing partnership with the school district. The school district has implemented a process for students who believe they have been treated unfairly or they have encountered an issue they want to elevate further. Unsure of the City's process if an employee or official experienced the same circumstance. A taskforce would be a good first step in establishing a formal relationship with the school district. Symbols matter and updating the City logo is important to complete.
- TRPC has developed a list of questions that are used during the development of policies, which the City should develop that are reflective of the City and its goals. Support a change in the City logo and enhancing the City's relationship with the Nisqually Indian Tribe.
- The list of ideas speak well of City staff and all topics are important; however, the top five include enhancement of relationships with area tribes, land acknowledgement, develop a relationship with CIELO, having appropriate ethnic celebrations, such as an ethnic celebration at the golf course, support to small and minority businesses, as well as learning about pockets of poverty within the community.
- Would like to be cognizant of word choice. For example,

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“appropriate ethnic celebrations” and what “appropriate” means. It is also important to avoid “othering” other people in the community by not singling out specific segments of the community. It is important to be clear on the intentions of what “appropriate” and “inclusive” means.

- Consider celebrations in February and March of Black History and Women’s History as an opportunity to integrate those celebrations into the list of goals, especially as it speaks to women rights because society is sliding backwards in many areas. Consider ways to integrate the ideas within City practices.
- Recommend the Council issue a proclamation supporting and recognizing women and children escaping from the onslaught underway by Russia in Ukraine. The Council discussed timing for issuing the proclamation as the next regular Council meeting has been canceled.

City Administrator Doan added that the list is not inclusive of all ideas for promoting diversity, equity, and inclusion within the community. He encouraged the Council to add other ideas. Staff will assign some priorities to the list for additional review moving forward.

**MAYOR/CITY**  
**ADMINISTRATOR’S**  
**REPORT:**

Mayor Sullivan mentioned her conversation with members representing the Squaxin Island Tribe. The tribe owns property in the City of Tumwater. She spoke to tribal officials about the potential of the tribe’s membership with TRPC. She also met with a member of the Chehalis Tribe several months ago and plans to follow-up. Tribal officials from the Squaxin Island Tribe expressed interest in a tribal members serving on the City’s Arts and Culture Commission.

City Administrator Doan referred to the City’s donation of \$279,000 in Community Development Block Grant (CDBG) funds to the Thurston County Housing Authority, which was unable to use the funds. The funds have been returned to the City for a decision on allocating the funds to another entity or program. Staff previously communicated several options to the Council. One option is allocating some funds to a Lacey entity or project as Lacey is within the entitlement area. Lacey and Thurston County are working together to purchase a hotel in Lacey that could be used for permanent supportive housing or transitional housing. One option is for the City to participate in that project by contributing \$279,000. The Housing Authority has indicated a willingness to use the funds to renovate some existing residential units; however, that option does not create housing capacity within a constrained housing environment. Another option is the Housing Authority purchasing the Oyo Hotel in Tumwater; however, it might not be possible within the CDBG timeframe. The

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Council could also consider supplementing funds to Habitat for Humanity for a project in Tumwater.

The Council discussed options with City Administrator Doan clarifying the funds must be used for capital projects. The Council supported allocating the funds to Habitat for Humanity.

**ADJOURNMENT:**      **With there being no further business, Mayor Sullivan adjourned the meeting at 7:58 p.m.**

Prepared by Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)

TO: City Council  
 FROM: Shelly Carter, Assistant Finance Director  
 DATE: April 5, 2022  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of the payment of vouchers 169149 to 169233 in the amount of \$1,264,135.86 dated February 25, 2022 and electronic payments 901417 to 901437 in the amount of \$184,276.28; and payment of vouchers 169234 to 169306 in the amount of \$224,784.90 dated March 4, 2022 and electronic payments 901438 to 901445 in the amount of \$26,134.96; and payment of vouchers 169307 to 169400 in the amount of \$456,370.38 dated March 11, 2022 and electronic payments 901446 to 901468 in the amount of \$596,430.23; and payment of vouchers 169401 to 169501 in the amount of \$327,066.32 dated March 18, 2022 and electronic payments 901469 to 901473 in the amount of \$6,920.82; and payment of vouchers 169502 to 169592 in the amount of \$470,477.75 dated March 25, 2022 and electronic payments 901474 to 901497 in the amount of \$192,789.63.

2) Background:

The City pays vendors monthly for purchases approved by all departments. The Finance Director has reviewed and released the payments as certified on the attached Exhibit(s). The full voucher listings are available by request to the Assistant Finance Director. The most significant payments\* were:

Vendor	\$	Description
AWC Employee Benefit Trust	115,973.88	March Medical/Dental/Vision Premiums
Gordon Truck Centers, Inc	132,337.35	Freightliner cab & chassis - Replacement
LOTT Wastewater Alliance	753,209.42	January fees collected
LEOFF Health & welfare	52,271.30	Police Guild Medical Premiums – March
First American title	172,968.58	5403 Capitol Blvd S property acquisition
Acushnet Company	33,117.64	Pro Shop Inventory – golf balls
Andersen Water, LLC	27,500.00	Purchase of Water Rights
King Co Dir Assoc Purch Dept	21,821.37	Office Furniture for TED/WRS Admin
Semaconnect, Inc	20,361.12	Charging Station for e-vehicles
Shea, Carr & Jewell, Inc	31,467.79	Prof Svcs 1/30 to 2/26/2022 – Cap Blvd/Israel to M street Proj.
Tyler Technologies, Inc	347,516.38	Munis License Fees, ERP Project
Wa St Dept of Revenue	58,419.10	Monthly Excise Tax
Olympia Tumwater Foundation	60,000.00	Historical Services 1/1/21 to 12/31/21
Olympia Sheet Metal Inc	79,208.88	T-1 Maint. Bay Heater replacement
Systems for Public safety,	23,802.27	Police Vehicle Prep

Vendor	\$	Description
Inc		
AWC Employee Benefit Trust	126,582.96	April Medical/Dental/Vision Premiums
City of Olympia	43,040.00	Binannual Fire Facility Rental per ILA
Tumwater School District #33	29,976.00	February Impact Fees Collected
LEOFF Health & Welfare Trust	51,332.30	Police Guild Medical Premiums – April
Tritech Software Systems	36,326.28	Lucity Annual Maintenance

\* Includes vouchers in excess of \$20,000, excluding routine utility payments.

---

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial strategies.
  - Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
- 

4) Alternatives:

- ☐ Ratify the vouchers as proposed.
  - ☐ Develop an alternative voucher review and approval process.
- 

5) Fiscal Notes:

The vouchers are for appropriated expenditures in the respective funds and departments.

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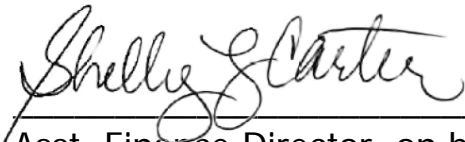
6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval
- C. Exhibit C – Payment of Vouchers – Review and Approval
- D. Exhibit D – Payment of Vouchers – Review and Approval
- E. Exhibit E – Payment of Vouchers – Review and Approval

## EXHIBIT "A"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 169149 through 169233 in the amount of \$1,264,135.86  
Electronic payment No 901417 through 901437 in the amount of \$184,276.28  
Wire payments of \$177,748.66

A handwritten signature in cursive script, reading "Shelly Carter", written over a horizontal line.

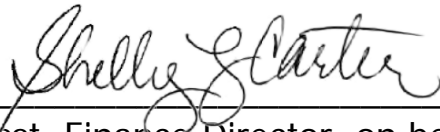
Asst. Finance Director, on behalf of the Finance Director

Checks dated 02/25/2022

## EXHIBIT "B"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 169234 through 169306 in the amount of \$224,784.90  
Electronic payment No 901438 through 901445 in the amount of \$26,134.96  
Wire payments of \$172,968.58

A handwritten signature in cursive script, reading "Shelly Carter", written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

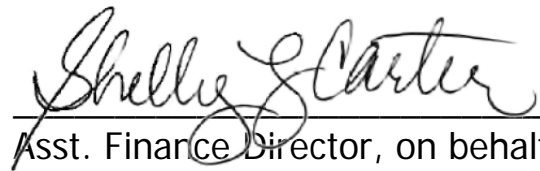
Checks dated 03/04/2022



## EXHIBIT "C"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 169307 through 169400 in the amount of \$456,370.38  
Electronic payment No 901446 through 901468 in the amount of \$596,430.23  
Wire payments of \$186,092.77

A handwritten signature in cursive script, reading "Shelly G. Carter", is written over a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 03/11/2022

## EXHIBIT "D"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 169401 through 169501 in the amount of \$327,066.32  
Electronic payment No 901469 through 901473 in the amount of \$6,920.82

A handwritten signature in cursive script, reading "Shelly Carter", is written over a horizontal line.

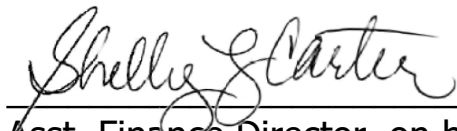
Asst. Finance Director, on behalf of the Finance Director

Checks dated 03/18/2022

## EXHIBIT "E"

I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify to said claim.

Voucher/Check Nos 169502 through 169592 in the amount of \$470,477.75  
Electronic payment No 901474 through 901497 in the amount of \$192,789.63  
Wire payments of \$186,472.09

A handwritten signature in cursive script, reading "Shelly Carter". The signature is written in black ink and is positioned above a horizontal line.

Asst. Finance Director, on behalf of the Finance Director

Checks dated 03/25/2022

TO: City Council  
FROM: Dan Smith, Water Resources & Sustainability Director  
DATE: April 5, 2022  
SUBJECT: Day - Right of Entry Agreement

---

1) Recommended Action:

Staff recommends making a motion authorizing the Mayor to sign the Day Right of Entry Agreement with Dana Day to support Barnes Lake Management District (LMD) vegetation management efforts. The Agreement was recommended for approval by the Public Works Committee at their March 3, 2022 meeting.

---

2) Background:

To implement the Barnes Lake treatment program, the LMD contractor needs suitable property for the boat to access the lake. Barnes Lake has no public or private boat launch, and the LMD has relied upon property owners with sufficient shoreline to provide access for the boat.

---

3) Policy Support:

To be a leader in environmental sustainability

---

4) Alternatives:

☐ Deny or modify proposed Right of Entry Agreement

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5) Fiscal Notes:

The agreement provides for compensation of the property owner in an amount equal to its LMD assessment fees for the year, in this case \$240.00. The Barnes Lake Management District committee has approved the budget for this expense.

---

6) Attachments:

A. Day – Right of Entry Agreement

## DAY RIGHT-OF-ENTRY AGREEMENT

THIS AGREEMENT, is dated this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between DANA E. DAY (herein referred to as "OWNER"), and the CITY OF TUMWATER (herein referred to as "CITY"), a Washington municipal corporation.

### RECITALS:

- A. OWNER owns property, more particularly described in Exhibit A attached hereto and by this reference incorporated herein ("Property"), across which the CITY requests access to reach the Barnes Lake shoreline to facilitate Barnes Lake Management District (LMD vegetation management activities;
- B. OWNER is a member of the Barnes Lake Management District and is interested in assisting with the necessary and routine vegetation management of Barnes Lake;
- C. CITY is a municipality organized under the laws of the State of Washington and administers the privately-funded Barnes Lake Management District;
- D. OWNER desires to allow CITY access across and over the Property to the Barnes Lake shoreline, through the Right of Entry area depicted in Exhibit B, hereinafter referred to as the "Project Site".

**NOW, THEREFORE**, in consideration of the terms, covenants, and conditions contained herein, the parties agree as follows:

- 1. **Purpose.** CITY and its agents, designees and/or assigns shall have the right, at such times as deemed necessary by CITY, to enter upon the Project Site to access Barnes Lake to conduct vegetation management activities. At times, it may be necessary to improve access to the water through the design and construction of an access ramp to protect the property and equipment, and enhance through reconstruction, operation, repair, and maintain any facilities, and all appurtenances thereto ("Project").
- 2. **Access.** CITY shall have the right of access from CITY right-of-way across and over the Property to the Project Site to enable CITY to exercise its rights hereunder by utilizing the Property at 231 LARK STREET SW in Tumwater, WA to conduct activities in support of vegetation management goals as mutually agreeable to OWNER and CITY. CITY shall notify OWNER at least 48 hours in advance of Project activity to ensure access is available and OWNER is onsite during Project activity.

3. **Compensation.** In consideration of the access provided by the OWNER to the CITY, the CITY shall compensate the OWNER as follows:

CITY shall pay two-hundred forty dollars and no cents (\$240.00) to the OWNER for access provided by OWNER under this agreement. In the event the LMD assessment changes, the compensation for the OWNER will change as adopted by the LMD and CITY.

4. **Obstructions; Landscaping.** CITY may from time to time remove vegetation, trees, or other obstructions within the Project Site, and may level and grade the Project Site to the extent reasonably necessary to carry out the purposes set forth above, provided, that following the completion of the Project activities, CITY shall, to the extent reasonably practicable, restore the Project Site to a condition similar to its condition prior to such work. OWNER may undertake any ordinary improvements to the landscaping of the Project Site, provided that no obstructions shall be placed thereon, which would be unreasonably expensive or impractical for CITY to remove and restore.
5. **OWNER's Use of Project Site.** The parties acknowledge and agree that the access herein granted is non-exclusive, and the OWNER shall be entitled at all times to travel over the Project Site, and to conduct any and all activities which they may desire within the Project Site provided they do not unreasonably interfere with the CITY's use of said Project Site for the storage, operation or use of the Project Site for vegetation management activities.
6. **Indemnification.** Owner agrees to indemnify, defend, and hold City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Easement.
7. **Successors and Assigns.** The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors in interest, heirs and assigns for the duration of this Agreement.
8. **Duration.** This Agreement shall be in full force and effect upon execution by the parties and shall remain in effect until January 31, 2025. The termination or extension of this Agreement may otherwise occur at any other time by signed agreement of both parties.
9. **Removal of Vegetation Management Facilities.** Upon termination of this Agreement, CITY shall restore the Project Site to a condition similar to that existing at the time Project activities are initiated. Such restoration

shall be done upon written request by the OWNER at the sole expense of CITY and in a manner reasonably satisfactory to OWNER.

DATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**OWNER**

CITY

By: \_\_\_\_\_  
 Dana E. Day, Owner  
 231 Lark St SW  
 Tumwater, WA 98512

By: \_\_\_\_\_  
Debbie Sullivan, Mayor  
555 Israel Road SW  
Tumwater, WA 98501

ATTEST:

By: \_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Karen Kirkpatrick, City Attorney

[illegible]

I certify that I know or have satisfactory evidence that Dana E. Day is the person who appeared before me, and said person acknowledged that he signed this instrument, and acknowledged it to be his free and voluntary act of such party for the uses and purposes mentioned in the instrument.

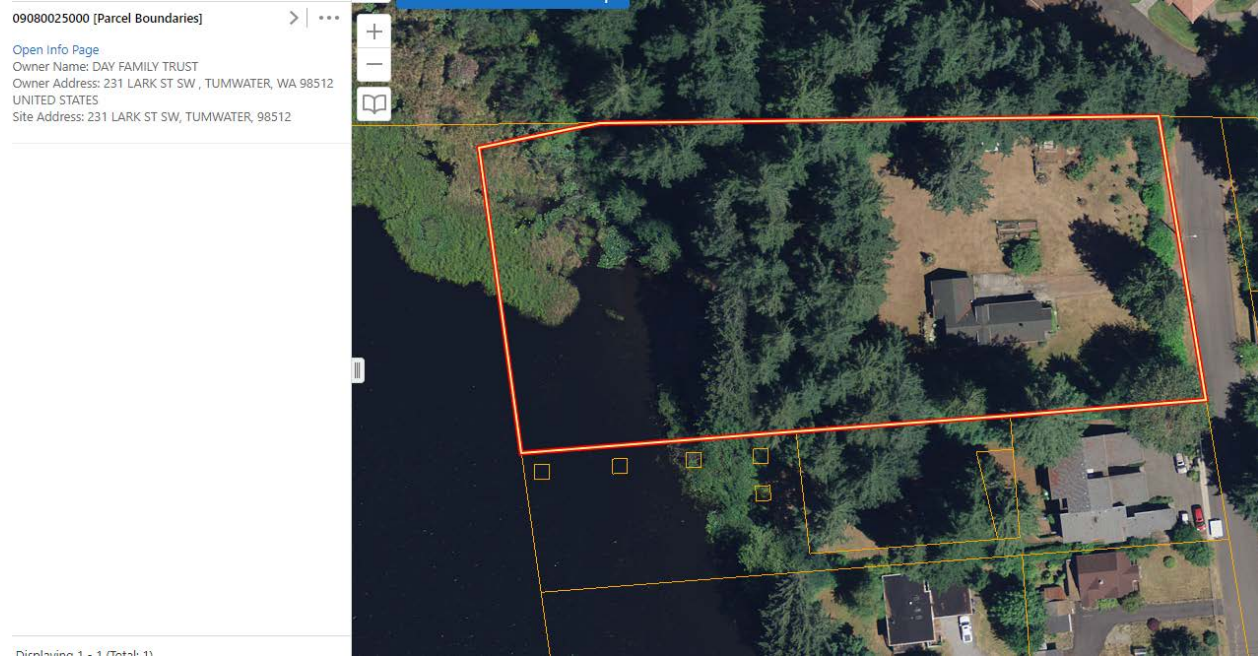
Dated: \_\_\_\_\_

Notary Public in and for the State of Washington,  
My appointment expires: \_\_\_\_\_

## EXHIBIT A

The following legal descriptions represent the parcels through which the OWNER authorizes the CITY to access under this Right of Entry Agreement:

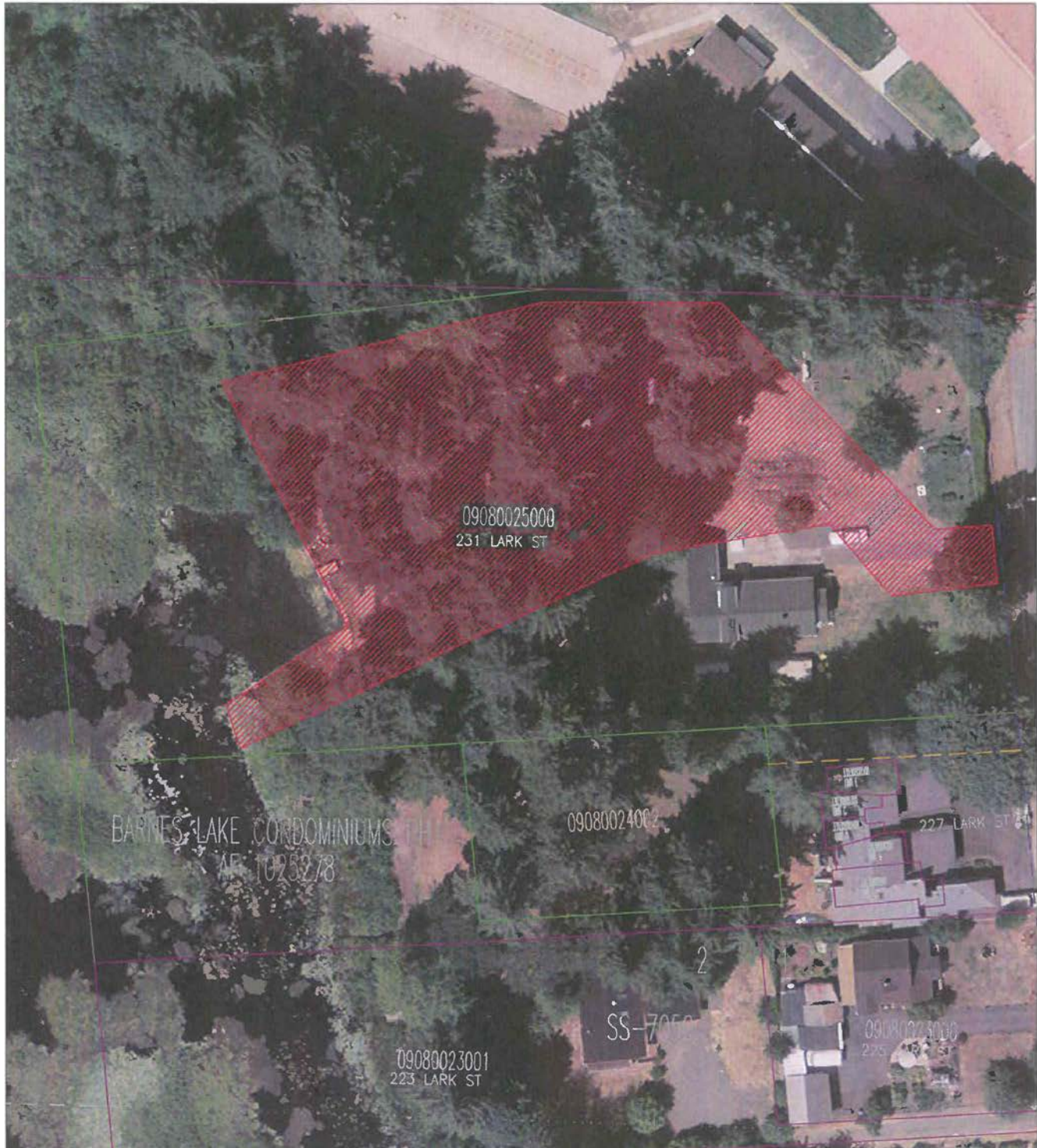
**Parcel No. 09080025000:** SECTION 34 TOWNSHIP 18 RANGE 2W  
N BARNES JR DC COM 1261.45 F W OF E4 COR SEC 34 N 7-15 W 20 W 203.4





**EXHIBIT B**  
**City of Tumwater / Barnes Lake Management District**  
**Access Area**

The following depiction outlines the approximate boundaries of the Project Site which will be entered by the CITY and its assigns. Field condition may alter the final location of Project Site under this Agreement; however, all Project Activities will be within the boundaries identified in red, below.



TO: City Council  
FROM: Brad Medrud, Planning Manager  
DATE: April 5, 2022  
SUBJECT: Interlocal Agreement for Electrification Cost Assessment

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1) Recommended Action:

Approve the Interlocal Agreement for Electrification Cost Assessment.

---

2) Background:

The City Council accepted the *Thurston Climate Mitigation Plan* (2020) as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change. The *Plan* identifies building electrification as one of the most important strategies to achieve substantial reductions in local greenhouse gas emissions.

The cities of Lacey, Olympia, and Tumwater and Thurston County staff have prepared a draft Interlocal Agreement for Electrification Cost Assessment, which will evaluate the costs associated with building and operating all-electric housing, commercial development, and mixed-used development in Thurston County. The partners will contract with ECONorthwest to do the work. The City of Olympia will take the lead on project management.

---

3) Policy Support:

Conservation Element Policy C-1.6: Reduce communitywide greenhouse gas emissions 45 percent below 2015 levels by 2030 and 85 percent below 2015 levels by 2050 to ensure that local communities do their part to keep the global average temperature from rising more than 2°C.

Conservation Element Policy C-1.7: Implement the strategies contained in the most recent version of the accepted *Thurston Climate Mitigation Plan*.

Land Use Element Policy LU-1.14: Coordinate the Land Use Element with the strategies in the most recent version of the *Thurston Climate Mitigation Plan*.

---

4) Alternatives:

☐ None.

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5) Fiscal Notes:

This is an internally funded work program task. The City will pay the City of Olympia \$7,619 upon delivery of the final analysis results and memorandum.

---

6) Attachment:

A. Interlocal Agreement for Electrification Cost Assessment

**Interlocal Agreement  
Between Thurston County and the Cities of Lacey, Olympia, and Tumwater  
for the Development of a Regional Building Electrification Cost Assessment**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of the date of the last signature below (which is the “effective date”) by and between the City of Lacey, a Washington municipal corporation (“Lacey”); the City of Olympia, a Washington municipal corporation (“Olympia”); the City of Tumwater, a Washington municipal corporation (“Tumwater”); and Thurston County, a Washington municipal corporation (“County”), collectively referred to herein as “the Parties” and individually as “Party.”

**WHEREAS**, RCW 39.34.010 permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, populations, and other factors influencing the needs and development of local communities; and

**WHEREAS**, pursuant to RCW 39.34.080, each Party is authorized to contract with any one or more other public agencies to perform any governmental service, activity, or undertaking which each public agency entering into the contract is authorized by law to perform; provided, that such contract is authorized by the governing body of each Party to the contract and sets forth its purposes, powers, rights, objectives, and responsibilities of the contracting parties; and

**WHEREAS**, the Parties understand that human activities, especially combustion of fossil fuels, are leading to increased levels of carbon dioxide and other greenhouse gases in the atmosphere that are altering the climate, resulting in such impacts as reduced snowpack, ocean acidification, sea level rise, increased flooding, summer droughts, loss of habitat, and increased forest fires; and

**WHEREAS**, these environmental impacts of climate change create economic and public health impacts, and disproportionately impact the most vulnerable and marginalized populations, and the Parties are greatly concerned over all these impacts on the Thurston County region and their respective communities; and

**WHEREAS**, the Parties have each adopted a resolution with a common emissions baseline and targets to reduce communitywide emissions 45% below 2015 levels by 2030 and 85% below 2015 levels by 2050; and

**WHEREAS**, the Parties have each adopted a resolution accepting the *Thurston Climate Mitigation Plan (2020)* as a framework to guide future action addressing local sources of greenhouse gas emissions that contribute to global climate change; and

**WHEREAS**, the *Thurston Climate Mitigation Plan* identifies building electrification as one of the most important strategies to achieve substantial reductions in local greenhouse gas emissions; and

**WHEREAS**, the Parties believe that regionally coordinated implementation of the *Thurston Climate Mitigation Plan* is essential to the most efficient and effective deployment of the plan’s actions; and

**WHEREAS**, the Parties wish to contract with ECONorthwest, given ECONorthwest's staff expertise, to evaluate the costs associated with building and operating all-electric housing, commercial development, and mixed-used development in Thurston County;

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the Parties agree as follows:

**I. Purpose and Goals of Agreement**

The purpose of this Agreement is to conduct a regionally coordinated building electrification cost assessment to support the implementation of the Thurston Climate Mitigation Plan. The assessment will evaluate the financial implications (including development and operation costs) associated with constructing new homes, businesses, and mixed-use establishments in Thurston County that integrate electric infrastructure, instead of gas-powered appliances, for cooking, space heating, and water heating.

**II. Services Provided by Olympia**

Olympia will act as the Lead Agency of behalf of the Parties in administering the Consultant Agreement with ECONorthwest. Olympia will submit invoices to each Party for their share of the Consultant's costs.

A description of the services to be performed by Olympia is set forth in Exhibit A Scope of Work, attached hereto, and incorporated herein by reference.

Olympia shall be responsible to monitor the actions of the Consultant, and if ECONorthwest fails to comply with an applicable term or condition of their contract, Olympia shall take appropriate actions to ensure ECONorthwest complies with the fiscal conditions of the contract.

Olympia shall pay ECONorthwest for services rendered in the month following the actual delivery of the work and will remit payment within thirty (30) days from the date of receipt of invoice.

No payment shall be made for any work performed by ECONorthwest, except for work identified and set forth in this Agreement and exhibit incorporated by reference into this Agreement.

**III. Services Provided by Lacey**

A description of the services to be performed by Lacey is set forth below:

1. Lacey shall pay Olympia \$7,619 upon delivery of the final analysis results and memorandum; and
2. Lacey shall attend a project Kickoff Meeting, facilitated by ECONorthwest, provide any necessary data or planning documents as discussed at the meeting, and approve the project schedule prepared by ECONorthwest following the meeting; and
3. Lacey shall attend monthly project team meetings, facilitated by ECONorthwest, and provide timely input and support to guide the project as needed; and

4. Lacey shall provide guidance on the specific strategies and policies that ECONorthwest should analyze, prior to beginning work on evaluating strategy implications; and
5. Lacey shall provide one round of review on the draft analysis results from ECONorthwest.

**IV. Services Provided by Tumwater**

A description of the services to be performed by Tumwater is set forth below:

1. Tumwater shall pay Olympia \$7,619 upon delivery of the final analysis results and memorandum; and
2. Tumwater shall attend a project Kickoff Meeting, facilitated by ECONorthwest, provide any necessary data or planning documents as discussed at the meeting, and approve the project schedule prepared by ECONorthwest following the meeting; and
3. Tumwater shall attend monthly project team meetings, facilitated by ECONorthwest, and provide timely input and support to guide the project as needed; and
4. Tumwater shall provide guidance on the specific strategies and policies that ECONorthwest should analyze, prior to beginning work on evaluating strategy implications; and
5. Tumwater shall provide one round of review on the draft analysis results from ECONorthwest.

**V. Services Provided by Thurston County**

A description of the services to be performed by Thurston County is set forth below:

1. Thurston County shall pay Olympia \$7,619 upon delivery of the final analysis results and memorandum; and
2. Thurston County shall attend a project Kickoff Meeting, facilitated by ECONorthwest, provide any necessary data or planning documents as discussed at the meeting, and approve the project schedule prepared by ECONorthwest following the meeting; and
3. Thurston County shall attend monthly project team meetings, facilitated by ECONorthwest, and provide timely input and support to guide the project as needed; and
4. Thurston County shall provide guidance on the specific strategies and policies that ECONorthwest should analyze, prior to beginning work on evaluating strategy implications; and
5. Thurston County shall provide one round of review on the draft analysis results from ECONorthwest.

**VI. Indemnification and Insurance**

Each Party shall defend, indemnify, and hold the other parties, their officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses, or suits, including reasonable attorney fees, arising out of or in connection with the indemnifying Party's

performance of this Agreement, including injuries and damages caused by the negligence of the indemnifying Party's officers, officials, and employees.

Each Party shall maintain liability insurance; this may be fulfilled by a Party's membership and coverage in Washington Cities Insurance Authority (WCIA), a self-insured municipal insurance pool, or another recognized self-insured municipal risk pool.

**VII. No Separate Legal Entity Created; No Real or Personal Property to be Acquired or Held**

This Agreement creates no separate legal entity. No real or personal property will be acquired or held as part of carrying out this Agreement. To the extent any Party furnishes property for purposes of carrying out this Agreement, such property must be returned to that Party upon termination of this Agreement, or upon that Party's withdrawal from this Agreement.

**VIII. Relationship of the Parties**

The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees or agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. This Agreement is for the benefit of the Parties, and no third-party beneficiary relationship is intended.

**IX. Duration of Agreement**

This Agreement shall terminate on December 31, 2022, unless earlier terminated as provided in Section XI, below.

**X. Amendment of Agreement**

This Agreement may be amended only by written agreement by all Parties and executed in accordance with chapter 39.34 RCW.

**XI. Termination of Agreement**

This Agreement may be terminated upon mutual agreement of the Parties. Any party may withdraw upon thirty (30) days written notice to the other Parties.

**XII. Interpretation and Venue**

This Agreement is governed by the laws of the State of Washington as to interpretation and performance. Venue for enforcement of any provision of this Agreement, or for any lawsuit arising out of or relating to this Agreement, is the Superior Court of Thurston County.

**XIII. Entire Agreement**

This Agreement sets forth all terms and conditions agreed upon by the Parties and supersedes all prior agreements oral or otherwise with respect to the specific subject matter addressed herein.

**XIV. Recording**

Prior to its entry into force, Thurston County shall file this Agreement with the Thurston County Auditor's Office.

**XV. Counterparts**

This Agreement may be executed in counterparts, and all such counterparts once so executed together must be deemed to constitute one final agreement, as if one document had been signed by all Parties, and each such counterpart, upon execution and delivery, must be deemed a complete original, binding on the parties. A faxed or email copy of an original signature must be deemed to have the same force and effect as the original signature. A Party may sign by digital or electronic signature, which signature shall be effective as permitted by law.

**XVI. Rights**

This Agreement is between the signatory Parties only and does not create any third-party rights.

**XVII. Notice**

Any notice required under this Agreement must be to the party at the address listed below and it becomes effective five business days following the date of deposit with the United States Postal Service.

**THURSTON COUNTY**

Attn: Josh Cummings, Community Planning and Economic Development Director  
Re: Climate Plan Implementation  
Thurston County  
2000 Lakeridge Dr. SW  
Olympia, WA 98502

**CITY OF OLYMPIA**

Attn: Pamela Braff, Climate Program Manager  
Re: Climate Plan Implementation  
City of Olympia  
P.O. Box 1967  
Olympia, WA 98507-1967

**CITY OF LACEY**

Attn: Rick Walk, Community Development Director  
Re: Climate Plan Implementation  
City of Lacey  
420 College Street SE  
Lacey, WA 98503

**CITY OF TUMWATER**

Attn: Brad Medrud, Planning Manager  
Re: Climate Plan Implementation  
City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501



**XVIII. Waiver**

A failure by a Party to exercise its rights under this Agreement shall not preclude that Party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the Party and attached to the original Agreement.

**XIX. Severability**

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

**XX. Records Retention and Audit**

During the progress of the work and for a period not less than six (6) years from the completion of the tasks set forth herein, the records and accounts pertaining to the work and accounting therefore are to be kept available for inspection by any Party and the Federal and State Government and copies of all records, accounts, documents, or other data pertaining to the work will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the six-year retention period.

**[The remainder of this page is left intentionally blank. Signatures follow on next page.]**

This Agreement is hereby entered into between the Parties, and it shall take effect on the date of the last authorizing signature affixed hereto:

**GOVERNMENT AGENCY EXECUTIVE****APPROVED AS TO FORM**

<b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503  <hr/> <b>Scott Spence, City Manager</b> <b>Date</b>  <b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501  <hr/> <b>Steven J. (Jay) Burney, City Manager</b> <b>Date</b>  <b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501  <hr/> <b>Debbie Sullivan, Mayor</b> <b>Date</b>  <b>THURSTON COUNTY</b> 2000 Lakeridge Drive SW Olympia, WA 98502  <hr/> <b>Ramiro Chavez, County Manager</b> <b>Date</b>	<b>CITY OF LACEY</b> 420 College Street SE Lacey, WA 98503  <hr/> <b>David Schneider, City Attorney</b>  <b>CITY OF OLYMPIA</b> 601 4th Ave East Olympia, WA 98501  <hr/> <b>Mark Barber, City Attorney</b>  <b>CITY OF TUMWATER</b> 555 Israel Road SW Tumwater, WA 98501  <hr/> <b>Karen Kirkpatrick, City Attorney</b>  <b>THURSTON COUNTY</b> 2000 Lakeridge Drive SW Olympia, WA 98502  <hr/> <b>Jon Tunheim, Prosecuting Attorney</b>
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TO: City Council  
FROM: Mary Heather Ames, Transportation Manager  
DATE: April 5, 2022  
SUBJECT: Linwood Avenue Sidewalk Grant Agreement

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1) Recommended Action:

Staff recommends making a motion authorizing the Mayor to sign the Linwood Avenue Sidewalk Fuel Tax Grant Agreement. The Agreement was recommended for approval by the Public Works Committee at their March 3, 2022 meeting.

---

2) Background:

This project was developed to improve safety and pedestrian connectivity on Linwood Avenue in the vicinity of Michael T. Simmons Elementary School. Work will infill gaps in the sidewalk, replace non-ADA compliant curb ramps, construct new ADA curb ramps where missing, add curb extensions at strategic locations to reduce crossing distance and reduce traffic speeds, re-stripe shoulders, add signage and bike symbols to provide designated bike lanes, and extend the pedestrian transportation network on Linwood Avenue. The project also includes the addition of a marked crossing in the vicinity of a transit stop.

The Transportation Improvement Board (TIB) selected the project for award of funds. This grant agreement accepts the funds and will allow staff to begin work on the project.

---

3) Policy Support:

Strategic Priorities and Goals

C. Create and Maintain a Transportation System Safe for All Modes of Travel

- Develop a sidewalk plan to improve pedestrian connectivity, sidewalk construction and maintenance/repair, and filling the missing segments.

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4) Alternatives:

☐ Request changes to the proposed grant agreement.

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5) Fiscal Notes:

The grant is for \$371,250 out of the total project estimated cost of \$825,000. City matching funds have been included in the Transportation CFP.

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6) Attachments:

A. Linwood Avenue Sidewalk Fuel Tax Grant Agreement



Washington State Transportation Improvement Board  
Fuel Tax Grant Agreement

P-W-196(P05)-1

City of Tumwater  
P-W-196(P05)-1  
Linwood Avenue Sidewalk  
Susitna Ln to 2nd Ave

STATE OF WASHINGTON  
TRANSPORTATION IMPROVEMENT BOARD  
AND  
City of Tumwater  
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Linwood Avenue Sidewalk, Susitna Ln to 2nd Ave (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Tumwater, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

### 1.0 PURPOSE

For the project specified above, TIB shall pay 55.0000 percent of approved eligible project costs up to the amount of \$371,250, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW, title 479 WAC, and the terms and conditions listed below.

### 2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT's Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

### 3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT's submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

### 4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as



often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

## 5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

## 6.0 AMENDMENTS

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

## 7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

## 8.0 GOVERNANCE & VENUE

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

## 9.0 DEFAULT AND TERMINATION

### 9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

### 9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:



- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

### 9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

### 9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

## 10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

## 11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.



## 12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

## 13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

## 14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.



### 15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

### 16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT 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 Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, 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.

Approved as to Form  
Attorney General

By:

Signature on file

\_\_\_\_\_  
Guy Bowman  
Assistant Attorney General

Lead Agency

Transportation Improvement Board

\_\_\_\_\_  
Chief Executive Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name



TO: City Council  
 FROM: Bill Lindauer, Engineering Service Manager  
 DATE: April 5 2022  
 SUBJECT: 2021 Pavement Maintenance Project – Acceptance of Work

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1) Recommended Action:

Staff recommends making a motion accepting the 2021 Pavement Maintenance project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow. The 2021 Pavement Maintenance project was recommended for approval by the Public Works Committee at their March 3, 2022, meeting.

---

2) Background:

The 2021 Pavement Maintenance project included a blend of high traffic volume arterials and collectors, along with streets in residential areas. The project also included pavement repair work and maintenance crack sealing along with pedestrian ramp and crossing improvements.

This project included repaving of seven miles of roadways including significant parts of Henderson Boulevard, Old Highway 99, and 93<sup>rd</sup> Avenue and work on 12 separate local/residential roadways. Areas of significant pavement distress were repaired and 12 lane miles were crack sealed as part of routine maintenance operations. Ten new ADA compliant curb ramps were constructed with significant upgrades to the pedestrian facilities at the Henderson Boulevard / Old Highway 99 intersection.

City staff completed the design documents and provided construction management for this project.

On May 4, 2021, the City Council awarded and authorized the Mayor to sign a public works contract with Granite Construction Company of Olympia, Washington, in the amount of \$2,282,205 for the construction of the project. Work on the project is complete; the final contract total is \$2,265,581.95, which is under Contractor bid by \$16,623.05. The Engineer's estimate was \$2,600,000.

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3) Policy Support:

- C. Create and Maintain a Transportation System Safe for All Modes of Travel
- Ensure sustainable funding to maintain and improve streets and sidewalks.
- 

4) Alternatives:

- ☐ Do not accept the project as complete and direct staff to pursue alternative action(s).
- 

5) Fiscal Notes:

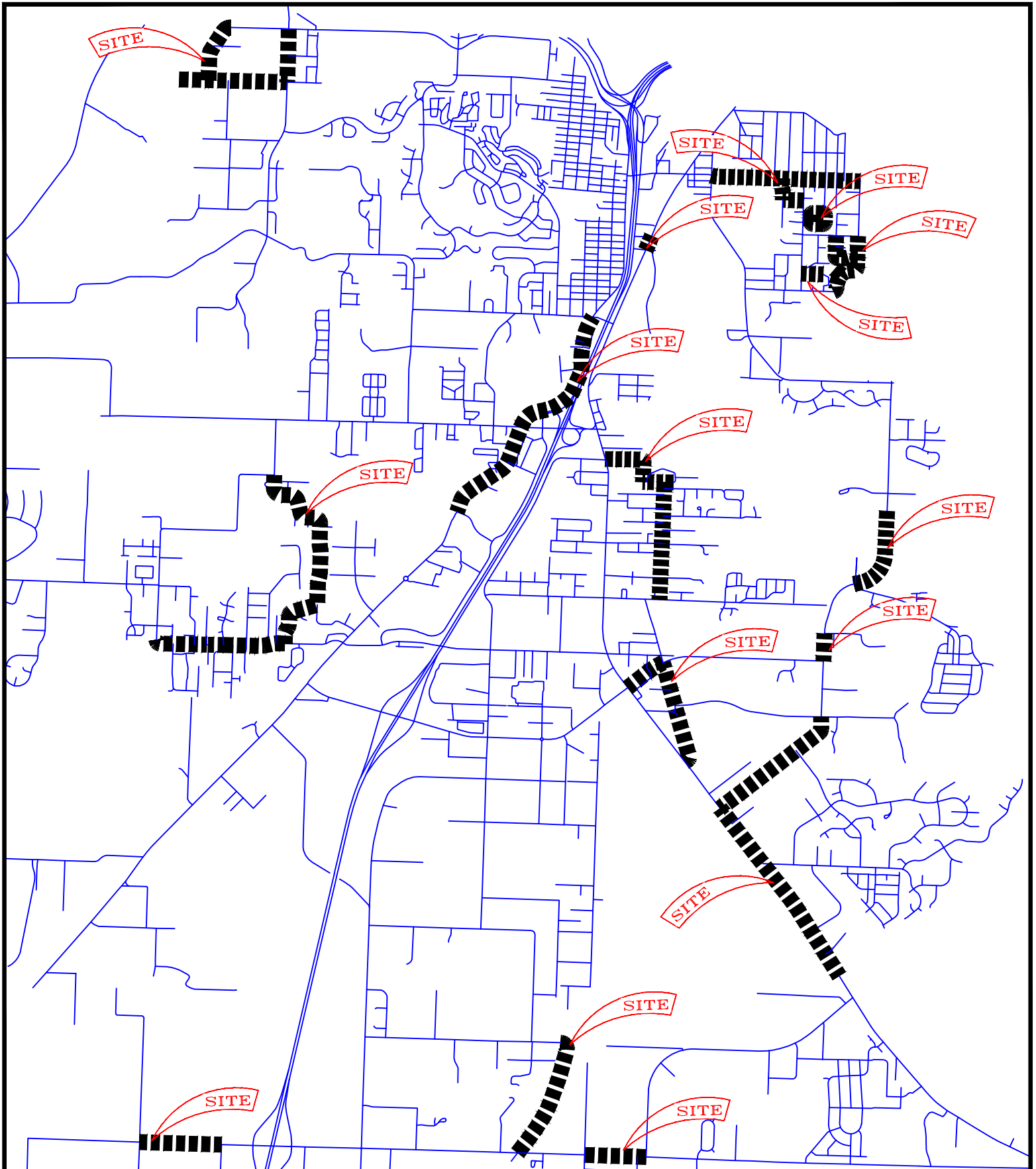
Funds for the project are from the Transportation Benefit District.

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6) Attachments:

- A. Vicinity Map

# CITY OF TUMWATER



## VICINITY MAP

NOT TO SCALE

TO: City Council  
FROM: Dan Smith, Water Resources & Sustainability Director  
DATE: April 5, 2022  
SUBJECT: Barnes Lake Management District (LMD) Annual Work Plan and Operating Budget

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1) Recommended Action:

Staff recommends approval of the Barnes Lakes Management District 2022 Annual Work Plan and Operating Budget which were recommended for approval by the Public Works Committee on March 17, 2022.

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2) Background:

The 2022 Barnes LMD annual operational documents, Operating Budget and Work Plan, have been reviewed and recommended for adoption by the LMD Steering Committee. Also included is the 2021 Treatment Report detailing 2021 lake management activities.

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3) Policy Support:

- Refine and Sustain a Great Organization
- 

4) Alternatives:

- ☐ No identified alternatives
- 

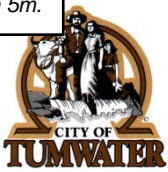
5) Fiscal Notes:

The 2022 Operating Budget is consistent with the LMD forecast and adopted City budget for 2021-2022.

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6) Attachments:

- A. 2022 Barnes Lake Management District Work Plan
- B. 2022 Barnes Lake Expense Budget
- C. 2021 Barnes Lake Treatment Report



## Barnes Lake Management District – 2022 Work Plan

For more information, visit: [www.ci.tumwater.wa.us/BLMD.htm](http://www.ci.tumwater.wa.us/BLMD.htm)

The following tasks are outlined by month. Unforeseen circumstances may delay completion as expected.

### January / February

1. ☒ Review 2021 Treatment Summary Report and update IAVMP and work plan as needed
2. ☐ Submit 2022 Annual Work Plan & Operating Budget for Council review and approval
3. ☒ Prepare, review and distribute Member Outreach materials to be distributed in March
4. ☐ ~~Update and execute vegetation treatment contract for Northwest Aquatic Eco-Systems~~
5. ☒ Review SOP for volunteer monitoring program

### March / April

1. ☒ Host listening session for LMD membership to discuss proposed fee increase
2. ☒ Distribute outreach materials to LMD members relating to 2022 work plan, budget, schedule, and 2021 Treatment Summary Report.
3. ☐ Update/acquire supplies for water quality monitoring program
4. ☐ Complete training of volunteers for summer water quality monitoring program
5. ☐ Begin "Private Lake Treatment" opportunity outreach efforts
6. ☐ Conduct City Council reviews of proposed assessment increase.
7. ☐ Submit revised roll of rates and charges to Tumwater Finance Department, as needed
8. ☐ Communicate updates to finance for distribution of revised assessment letters.

### May / June

1. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels)
2. ☐ Contractor to provide floating mats to volunteer property owners for removal, as available.
3. ☐ Conduct aerial photo assessment of lake, as conditions permit
4. ☐ Review Steering Committee Appointments; announce vacancies as needed
5. ☐ Conduct May round of water quality monitoring
6. ☐ Conduct June round of water quality monitoring
7. ☐ Steering Committee's Annual Lake "Walk About"

### July / August

1. ☐ Conduct shoreline treatment(s) on lake if possible (dependent on growth & water levels)
2. ☐ Conduct chemical treatment(s) on lake if possible (dependent on growth & water levels)
3. ☐ Conduct July round of water quality monitoring
4. ☐ Conduct August round of water quality monitoring

### September / October

1. ☐ Conduct follow-up aerial photo assessment of lake, as conditions permit
2. ☐ Deliver "End-of-Season" update outreach materials for LMD Stakeholders via web and US Mail
3. ☐ Conduct September round of water quality monitoring
4. ☐ Conduct final round of water quality monitoring
5. ☐ Update water quality summary report with 2022 data
6. ☐ Review permit compliance needs and requirements for 2023
7. ☐ Review budgetary needs for 2023

### November / December

1. ☐ Develop 2023 work plan based on 2022 activities, LMD needs and available budget
2. ☐ Develop draft Operational budget for 2023
3. ☐ Finalize meeting schedule for 2023
4. ☐ Annual election of Steering Committee officers – Chair, Vice-Chair, Recorder

**Expense Budget**

Barnes Lake Management District

**2022**

PROJECT # 2022005

Administrative		Budget	Actual	\$ Balance	%
COT Admin	120.30.538.300.91.01	\$ 2,000	\$ -	\$ 2,000	100%
Printing / Supplies	120.30.538.300.31.00	\$ 350	\$ -	\$ 350	100%
Misc Admin	120.30.538.300.31.00	\$ -	\$ -	\$ -	
Operating		Budget	Actual	\$ Balance	%
Contract Services	120.30.538.300.41.08	\$ 13,770	\$ -	\$ 13,770	100%
Vegetation Survey & Treatment		\$ 7,650	\$ -		
Floating Mat Management		\$ -	\$ -		
Admin Services*		\$ 6,120	\$ -		
Public Outreach	120.30.538.300.33.00	\$ 500	\$ -		
Water Quality Monitoring	120.30.538.300.41.08	\$ 325	\$ -	\$ 325	
NPDES Permit Fee	120.30.538.300.49.18	\$ 725	\$ -	\$ 725	100%
Misc Operating	120.30.538.300.33.00	\$ 500	\$ -	\$ 500	100%
Operating Reserve		\$ 9,140	\$ -	\$ 9,140	
Total Expenses		Budget	Actual	\$ Balance	%
		\$ 18,170	\$ -	\$ 18,170	100%
Total Income		Budget	Actual		
Assessments		\$ 18,170	\$ -		
Misc Credits		\$ -	\$ -		
Fund Balance from Previous Year / Reserves		\$ 9,140	\$ 9,140		
<b>Total</b>		<b>\$ 27,310</b>	<b>\$ 9,140</b>		
<b>Fund Balance</b>		<b>\$ 9,140</b>	<b>\$ 9,140</b>		

# Barnes Lake

## 2021 Aquatic Macrophyte Control Program



**Prepared By**  
**Northwest Aquatic Eco-Systems**  
**855 Trosper Road SW #108-313**  
**Tumwater, WA 98512**  
**360-357-3285**  
**Pondweeds@comcast.net**

## Project Overview

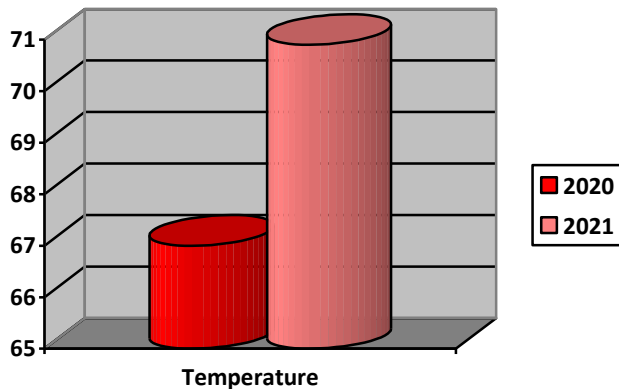
Program components were substantially reduced during 2021 as a result of the whole lake 2020 fluridone treatment. No submersed weed control activities were conducted under the LMD sponsored protocol. Floating plant control directed at lily pad growth was performed once during the season before water level issues restricted access. The major event that had previously occurred within the Barnes Lake system was the treatment of the lake with fluridone to control (eradicate) non-native bladderwort during the 2020 season. The 2020 fluridone application was initiated later in the year than the 2017 campaign and resulted in bladderwort control, fragrant water lily control and brasenias control. Fluridone use during 2020 was anticipated to mimic past protocol by eliminating large yearly treatment expenses during post treatment years. 2021 was the first post treatment year resulting from the 2020 application. The success of the treatment eliminated but did not eradicate the bladderwort infestation from Barnes Lake. Low water level and the late treatment start date required the second fluridone booster application to be applied earlier than anticipated. Water level issues likely created bladderwort plants that may have become landlocked within the floating islands resulting in a reduced exposure interval for these plants. High winter water levels may have dislodged untreated bladderwort into the main lake basin. Not only may low water levels have impacted bladderwort control, lily pads once floating on the water's surface may have also become victims of low water, remaining viable in the soft bottom sediment muck but without access to fluridone infused lake water. Anticipated reduced expenditures for the years 2021, 2022, 2023 and possibly 2024 were incorporated into the future planning model.

The main component for 2021 was to observe the lake's response related to past efforts and provide timely minimal shoreline control activities for lily pads and spot applications for submersed weeds when deemed appropriate.

### Survey 5-15-21

The initial and only survey performed during 2021 was undertaken on May 15. This survey date was within a few days of the 2020 campaign. Water level was adequate to access all the lake areas. Noted was the elevated lake temperature from the 2020 survey. Lake temperature had increased from 67 degrees to 71 degrees.





## Survey Protocol

A macrophyte survey map is produced each year and incorporated into the baseline IAVMP for Barnes Lake. The surveys are then utilized to monitor yearly weed growth and assist in establishing potential management sites. Electronic bottom surveys have been conducted since 2015.

The NWAEE mapping protocol utilizes state of the art Bio Base mapping technology. This system produces three map types consisting of a bathymetric contour, a sediment composition profile and a macrophyte density map. All maps are GIS friendly and can be exported into any GIS program. Maps are color coded so they can be easily evaluated by any viewer.

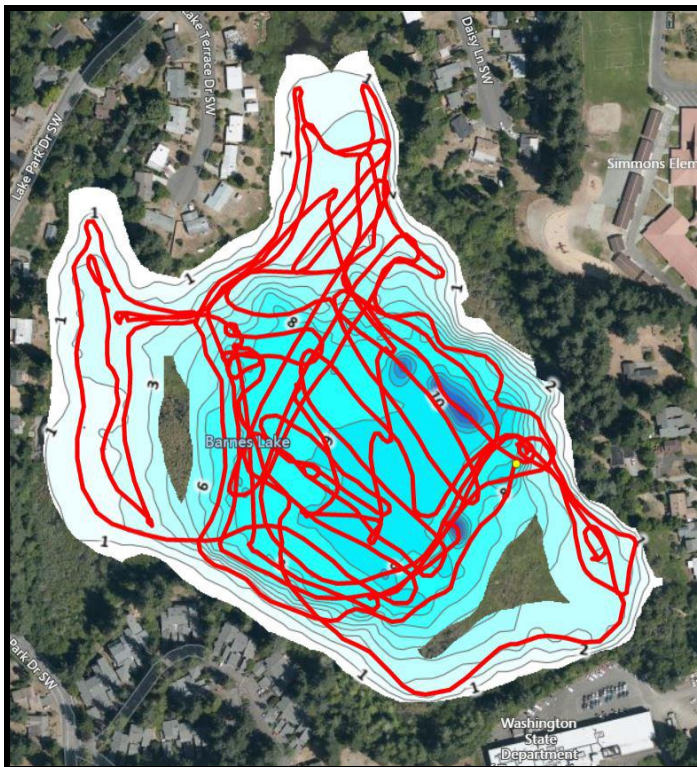
Mapping technology utilizes specialized transducers that electronically collect thousands of data points as the survey boat transects the lake's littoral zone. Data is recorded and viewed onboard. Each file contains one hour of survey data. A completed survey may be comprised of one or more files. Upon completion, all the program files are downloaded and processed. The survey and sonar log produces a stored electronic file of the lake bottom that can be viewed in house at any time and allows the ability to view plant growth along the boat's survey track.

Our protocol encompasses a surface vehicle transecting the lake along the entire littoral zone. Boat tracks are designed to be approximately 150 feet apart. Sonar beam data collection extends approximately 150 feet from all directions surrounding the boat. To ensure the efficacy of the survey, a bottom sampling rake is thrown from the boat at various locations lake-wide. The rake is then drawn across the lake bottom, brought to the surface and into the boat. Plants attached to the rake are identified and confirmed as being the same species as noted through the structure scan or visually noted through the water column. This sampling point is then incorporated into the file data log as a single point reference, noting the species captured during the rake tow. These points are then added to the final project map.

BioBase survey technology provides accuracy in water depths of greater than 2.5 feet. Data collected below the three foot threshold may be skewed because of signal related issues from the reflected bottom transducer readings from the shallow depths. These

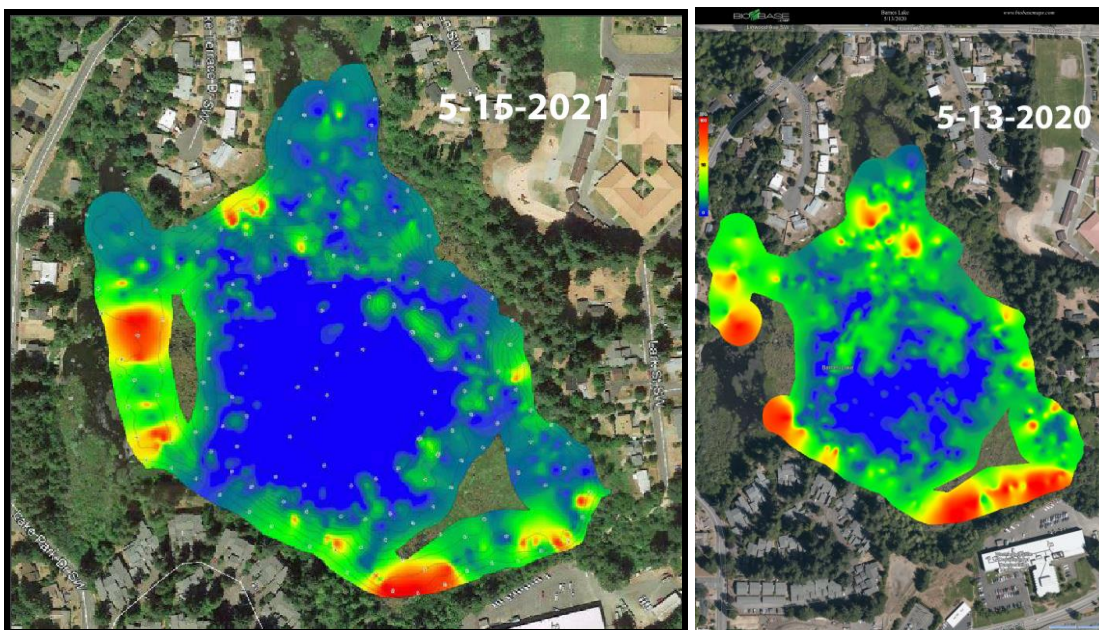


depth issues and data acquisition distributions are typical for the Branes Lake shallow canal and island associated segments of the lake. In general, the surveys efficacy was limited to the main lake basin.



May 2021 Survey Tracks

NWAE had only one successful drone survey of the lake performed on Oct 3, 2021. Although an earlier spring survey was performed, the data was processed later in the year and the file was found to be corrupt. These drone surveys establish a clear visual interpretation of lake conditions at the time of the aerial survey. Pre-treatment pictures/video are typically evaluated against post treatment aerals taken at the end of the season.



All of the dark blue areas represent biomass densities within the water column of 0 %. The remaining green areas represent densities of less than 40%. While the red areas constitute densities of 100%.

A majority of the green shaded areas were experiencing a filamentous algae growth, nitella. This plant looks similar to aquatic macrophytes but is an algae species. When trying to identify aquatic plants many residents misidentify this species as a plant simply because of its physical and growth characteristics. Nitella seldom creates water related recreational issues.

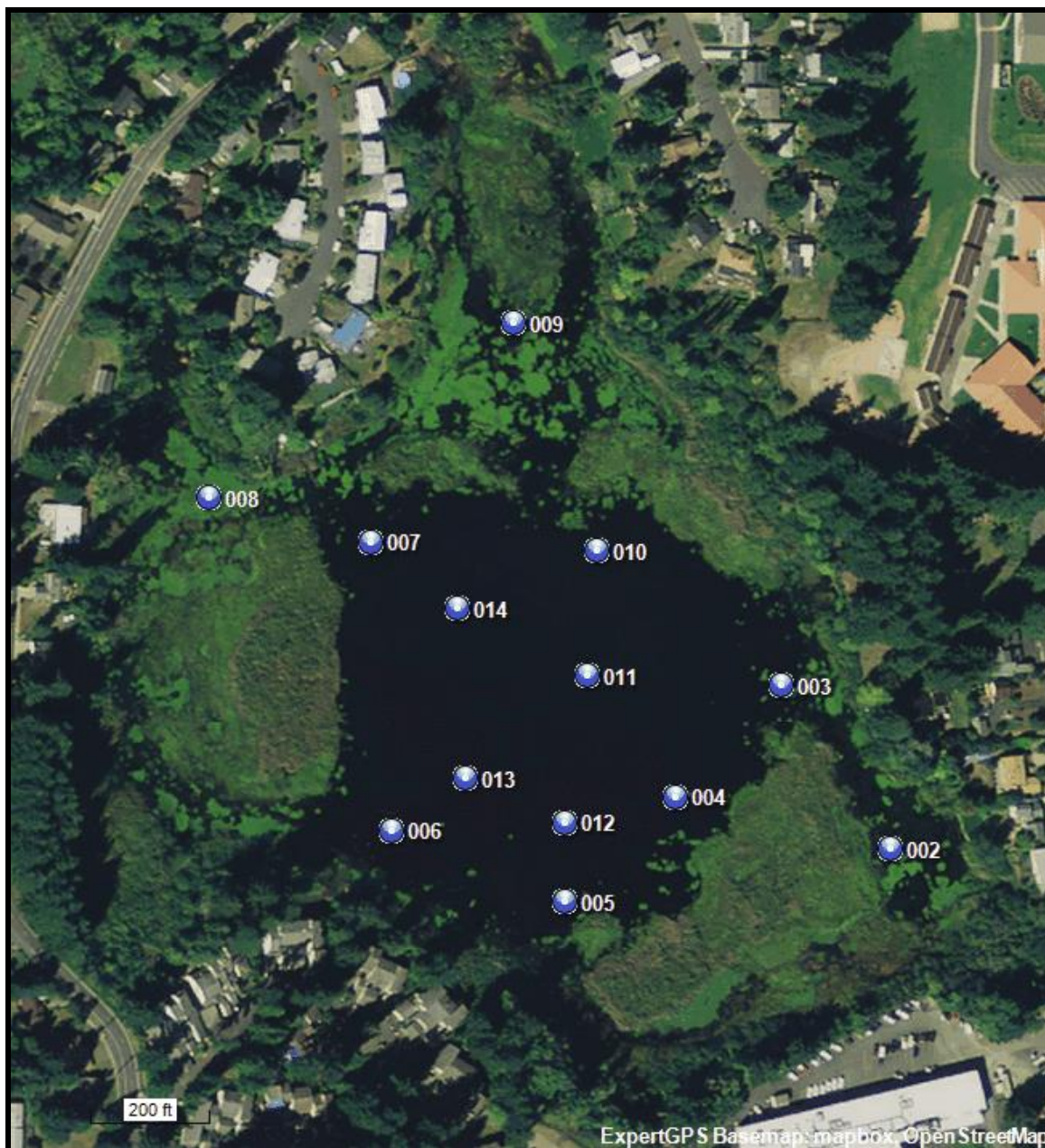


Nitella



## GPS Grab Sample GPS Coordinates

During the survey, 13 sampling data points were collected. Additional sites can be incorporated into the file at any time if warranted. Only one site (003) identified bladderwort while the remaining sites exhibited no weed growth. Four sites exhibited the presence of nitella. These sampling points can now be used yearly to monitor changes in weed species at each site. Although only four sites identified nitella within the rake tows, visual observations as the boat conducted the survey noted a much greater range.



Data Point	Lat	Long	Species	Depth
002	N47 00.185'	W122 54.814'	NO	4.08
003	N47 00.230'	W122 54.858'	BLAD, NI	8.65
004	N47 00.199'	W122 54.900'	NO, NI	14.86
005	N47 00.171'	W122 54.945'	NO	8.65
006	N47 00.190'	W122 54.014'	NO, NI	8.20
007	N47 00.269'	W122 54.023'	NO, NI	6.95
008	N47 00.282'	W122 54.088'	NO	2.66
009	N47 00.330'	W122 54.965'	NO	2.54
010	N47 00.267'	W122 54.932'	NO	8.50
011	N47 00.233'	W122 54.936'	NO	9.71
012	N47 00.192'	W122 54.945'	NO	9.74
013	N47 00.205	W122 54.984'	NO	9.16
014	N47 00.251	W122 54.987'	NO	8.90

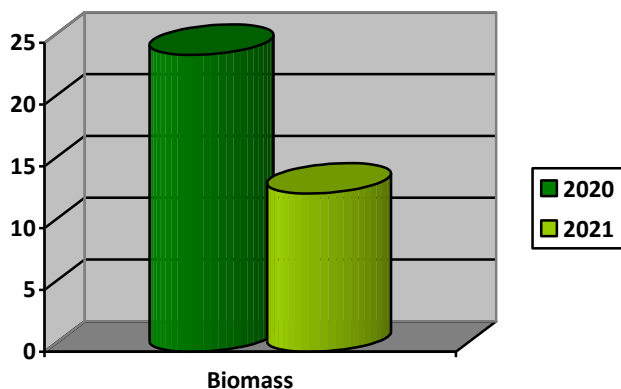
### Grab Sample Point Dictionary

NO - No Macrophytes present, algae not included

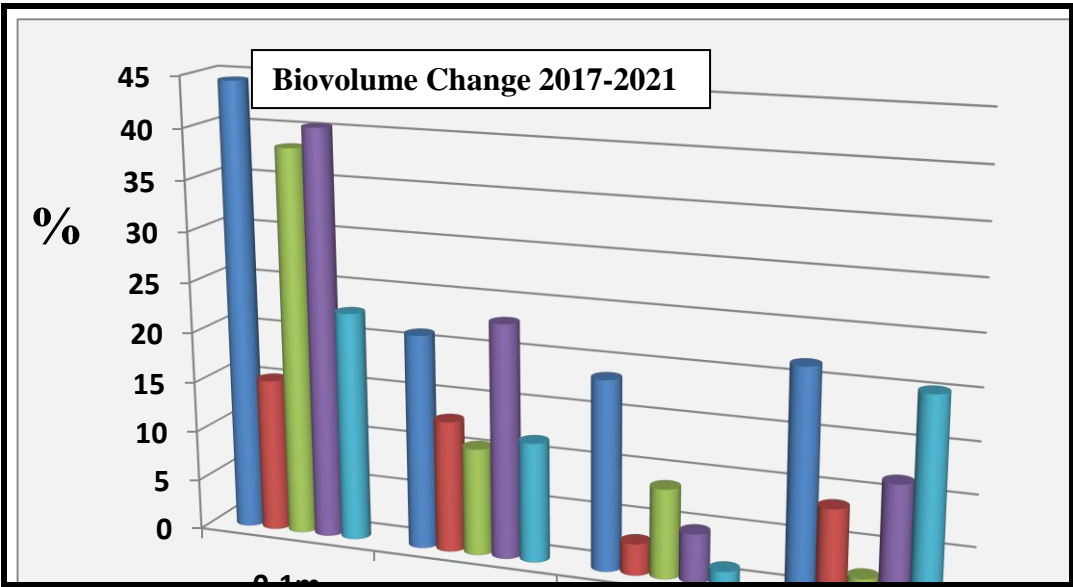
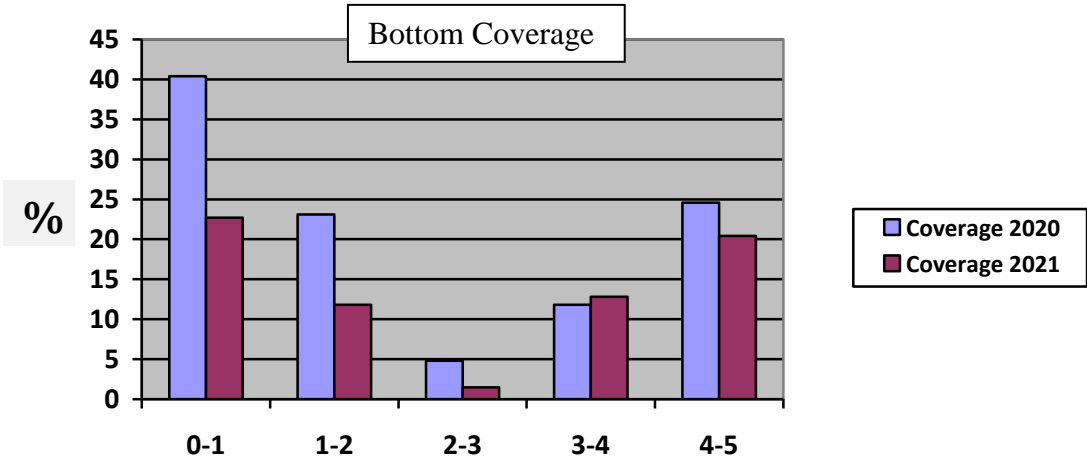
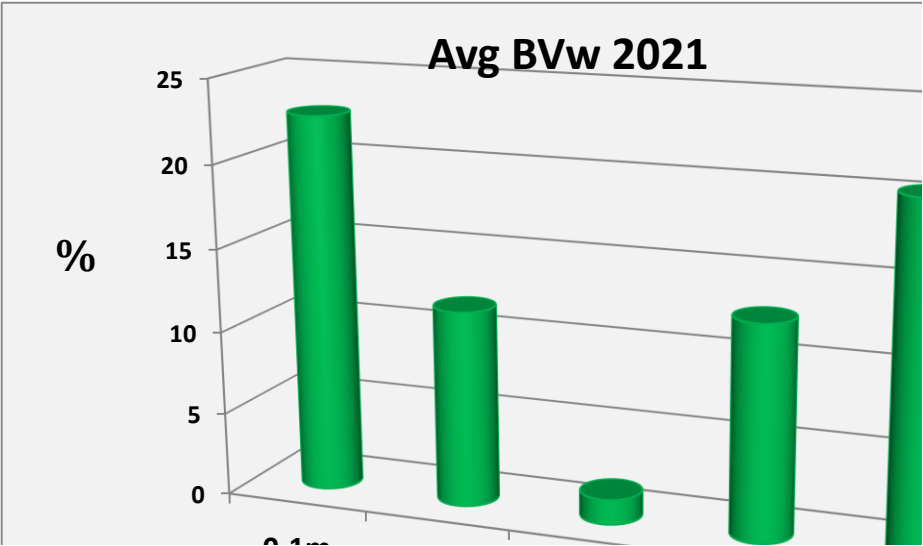
BLAD – Bladderwort

NI - Nitella

In evaluating all of the data utilizing a grid format (considered within the industry to be the most accurate summary of a surveyed area) and a plant bio volume matrix, the following volumes were noted. Plant biovolume is the percentage of plant biomass taken up in the water column by vegetation when plants exist. When no plants are noted a zero is added into the calculations. The complete 2021 survey identified that only 12.8% of the surveyed water volume supported plant growth in comparison to 24% in 2020.



One can further fine tune the analysis and determine bio volumes at one meter intervals.



Limited historical change was noted. Much of the shallow lake areas that are exposed during the late summer typically support varying densities of emergent, floating and submerged species. Mid basin growth through the years will increase and likely trigger the next fluridone treatment. Bladderwort is a free floating plant that resides dormant on the lake bottom in small ball like configurations. These free floating masses drift along the lake bottom eventually reaching the shoreline.

## **Pre-Treatment Residential Notice**

Notices were mailed to all of the property owners within the lake management district from a mailing list provided by the City of Tumwater. The notice identified the materials to be used and the approximate time-frame when spraying would occur. Mailings were delivered on or about May 1, 2021.

## **6-03-2021 Treatment**

Only one application was administered during the 2021 season. This application targeted floating lily pads, brasenias and yellow flag iris. Prior to treatment, shoreline residents were notified of the pending treatment. Notices were hand delivered to each parcel abutting the lake.

Imazapyr and triclopyr based herbicides were applied to the lake shoreline at a 1% tank solution. In addition to the herbicide, a spray adjuvant was added to the mixture. Spray adjuvants are wetting agent activators that allow for better penetration of the herbicide into the plants' leaf structures. Spraying was accomplished using a 16 foot Airgator airboat. The application boat was equipped with two 25-gallon spray tanks. Once the herbicide, adjuvant and water were mixed, the boat traveled along the shoreline spraying all infestations noted and that were within range of the application equipment.

## **Drone Survey 10-03-2021**

An aerial survey of Barnes Lake was conducted on October 3, 2021. Imagery was collected from two shoreline locations. Although the water level was low, the data collected clearly identifies late seasonal Brasenias growth along a number of the shallow shoreline areas. Both an early and August spraying should be considered. Typically by August our ability to utilize the current launch site leaves few options to complete the August spraying. On other projects we have been able to hand carry and launch a smaller boat with the spraying operation being conducted utilizing a gas powered back pack sprayer.





## Recommendations for 2022

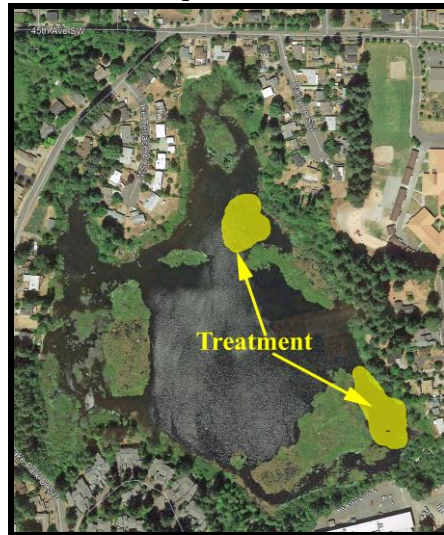
2022 will be the second year after the total lake fluridone application of 2020. We anticipate no bladderwort issues that would warrant spot treatments. Minor lily pad and pondweed control will, however, likely be required. Most all residential lily pad infestations lake wide have been reduced or eliminated. None restrict recreational lake use.

Our program on the lake continues to evolve as new issues may develop. Pondweed control, if necessary, will be accomplished with the use of Aquathol K. There are no label restrictions associated with swimming, fishing or irrigation. Herbicide costs have increased considerably over the last six months with some materials experiencing a 200% increase while other materials may not be available until late second quarter of 2022.

1. Continue early and late seasonal drone surveys of the lake. One early (late May) seasonal electronic and bottom sampling lake event. If water level provides access,

an additional electronic survey and bottom sampling event will be conducted. A late seasonal survey was not available for 2021. Now that survey data points have been established, these sites will be visited each year in an effort to document macrophyte changes on a per site basis. This will provide for an historical timeline, noting yearly changes at each site. These sampling stations will assist in determining the threshold for future fluridone treatments.

2. During 2019 two areas of the lake were identified as potential pondweed control candidates. Both these areas maintain water throughout the summer months and if inundated with submersed pondweed growth may restrict small craft access to the main water body. We have estimated both sites totaling no more than two acres. Control will be performed utilizing Aquathol K in either the liquid or granular formulations. Costs would range between \$910.00 and \$1,200.00 per treated acre. Budgetary issues restrict Aquathol K use on a large scale basis.

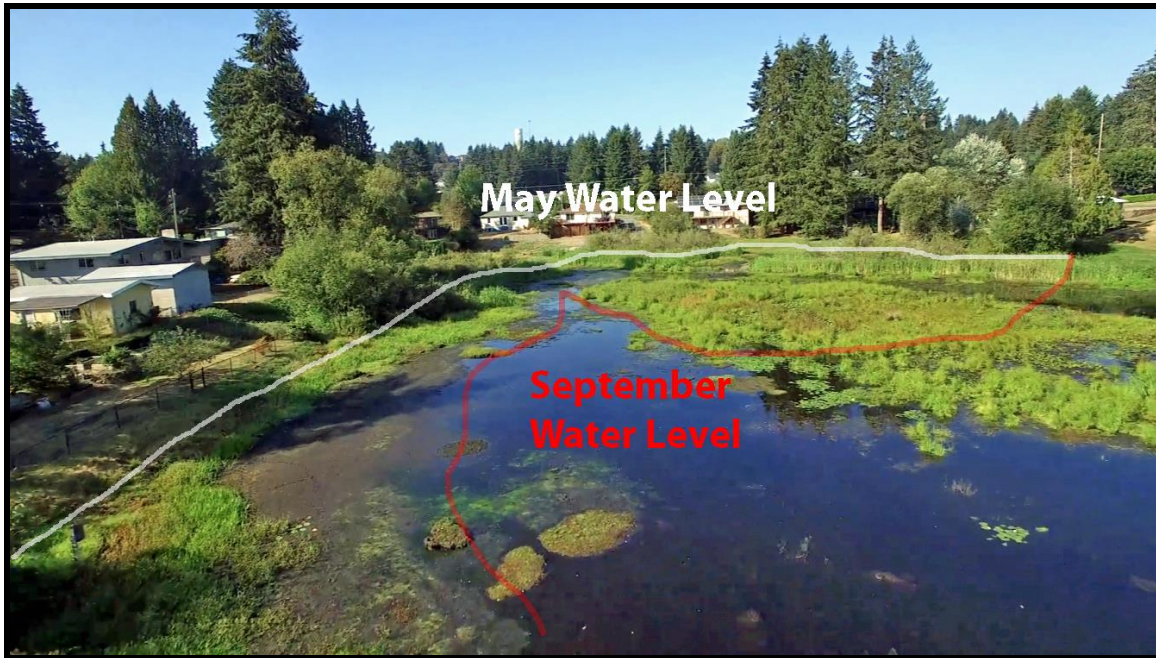


Potential Problematic  
Weed Growth Areas.

3. Continue use of triclopyr and imazapyr in the control of lily pads and yellow flag iris. Spring and possible late summer applications will be scheduled.
4. Program essentials consist of planned fluridone applications when bladderwort densities impede lake use. Threshold levels that determine treatment are under the discretion of the LMD with recommendations being provided by the consultant. It is anticipated that such treatments will be required on a three to five year basis. Efficacy of fluridone applications is largely dependent on the water level allowing fluridone to reach infestations lodged within the floating islands. Untreated bladderwort, as water levels decline, will potentially refloat during the winter months as once exposed muck bogs are now submerged.



## 2018 Water levels



5. Modification to the current launch site will again be attempted. Failed attempts to correct the launch shortfalls during 2021 resulted in no changes to the site. Targeted changes would include removal of stumps and placement of large rock along the launch site shoreline.
6. Barnes Lake is currently in a maintenance mode requiring limited treatment.

## Budget 2022

Funding for the 2022 program will require increases in associated labor related services as a result of the current available workforce. Material costs and transportation have skyrocketed with some products not being available until the second quarter of 2022. Some products will not be available at all. Pricing continues to change monthly with some materials already experiencing a 125% increase from 2021 levels.

2022 NPDES permit fee	\$ 725.00
Insurance	\$ 675.00
Spring Electronic Bottom Survey	\$ 2,000.00
Fall Electronic Bottom Survey	\$ 2,000.00
Aerial Survey (2)	\$ 1,000.00
Pre Treatment Mailing	\$ 175.00
Shoreline Posting Day of Treatment	\$ 210.00
Mobilization	\$ 500.00
Imazapyr 1 gal @	\$ 175.00
Triclopyr 1 gal @	\$ 150.00
Aquathol K 1 gal @	\$ 95.00
Airboat Operator	\$ 100.00/hr.
Technician	\$ 75.00/hr.
Year End Report @ \$90.00/hr.	\$ 630.00

### **COSTS ASSOCIATED WITH ONE DAY ON THE LAKE**

Mobilization	\$ 500.00
Airboat Operator 8 @ \$100.00	\$ 800.00
Technician 8 @ \$75.00	\$ 600.00

State of Washington  
Department of Agriculture  
Olympia, Washington 98504

**PESTICIDE APPLICATION RECORD (Version 3)**

**NOTE: This form must be completed same day as the application and it must be retained for 7 years. (Ref. RCW 17.21)**

3. **Date of Application-Year:** 2021 **Month:** June **Date:** 03 **Time:** 10:00
2. **Name of person for whom the pesticide was applied:** Barnes Lake Improvement District,  
City of Tumwater  
**Firm Name (if applicable):**  
**Street Address:** 555 Israel Road **City:** Tumwater 98512
3. **Licensed Applicator's Name (if different from #2 above):** Douglas Dorling  
**Firm Name):** Northwest Aquatic Eco-Systems  
4426 Bush Mountain Drive SW.  
Olympia, WA. 98512  
360-357-3285  
**License #** 375
4. **Name of person who applied the pesticide (if different than #3 above):**  
**License No(s). if applicable:**
5. **Application Crop or Site:** Barnes Lake
6. **Total Area Treated (acre, sq. ft., etc.):** 1 acre
7. **Was this application made as a result of a WSDA Permit ?** No
8. **Pesticide information (please list all information for each pesticide in the tank mix):**
- | a) Product Name<br>Pesticide Applied | b) EPA Reg. No. | c) Total Amount of<br>Pesticide Applied<br>in Area Treated | d) Pesticide<br>Applied/Acre<br>or other measure) | e) Concentration<br>Applied ppm |
|--------------------------------------|-----------------|--|---|---------------------------------|
| Imazapyr                             | 81927-24        | .25 gal  |   | 1.0%                            |
| Triclopyr                            | 70506-176       | 1 gal  |   | 1.0 %                           |

**9. Address or exact location of application NOTE: If the application made to one acre or more of Agricultural land, the field location must also be shown on the map on page two of this form. Barnes :Lake Tumwater, WA. 98512, WA 98512**

**10. Date:** 6-03-21

**11. Name of person making application:** Douglas Dorling

**12. License No:** 375

**13. Apparatus License. Plate No.:** G424

**14. Start:** 10:00

**Stop:** 2:30

**15. Acres completed :** 1

**16. Wind Direction:** SW

**Wind Velocity:** 0-5

**17. Temperature:** 76

**Location of Application (If the application covers more than one township or range, please indicate the township & range for the top left section of the map only):**

**Township:** T18N

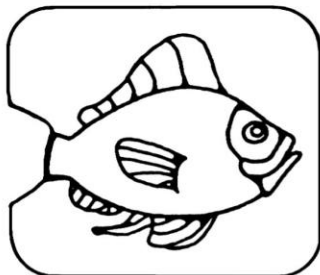
**Range:** E OR W (please indicate) 02W

**Section(s):** 34

**County:** Thurston

**PLEASE NOTE:**

**The map is divided into 4 sections with each section divided into quarter-quarter sections. Please complete it by marking the appropriate section number(s) on the map and indicate as accurately as possible the location of the area treated.**



## Northwest Aquatic Eco-Systems

855 Trosper Road SW #108-313  
Tumwater, Washington 98512  
Telephone: (360) 357-3285

E-MAIL: PONDWEEDS @ COMCAST.NET

### Herbicide Treatment Business and Residential Notice

**Distribution Date:** 05-01-21 Barnes Lake will be treated with herbocides to control non native pondweeds, lily pads and shoreline emergent vegetation from May 20 through July 30 as required. Treatment dates are dependent on lake water levels and the ability to access the lake. Targeted treatment dates will be May 25 through June 25. A secondary application may be applied later in the season depending on our ability to access the lake. Notices of applications will be hand delivered to each property owner no longer than 48 hours prior to treatment. Notices will state any water use restrictions or advisories.

#### Product(s) planned for use:

**Diquat—diquat dibromide**

**Imazapyr (shoreline plant & iris control)**

**Aquathol K- dipotassium salt of endothall**

**Triclopyr—triclopyr**

**Location of Treatment(s):** Lily pad control will take place anywhere throughout the lake. Shoreline emergent plant control will only occur at residential properties abutting the lake who have agreed to the treatment. Pondweed control will be limited if required to a few acres. The lake proper is adjacent to Daisy Lane SW, Tumwater. If you are withdrawing water for potable or domestic water use, livestock watering, or irrigation, and have no alternate water source, please contact the applicator Northwest Aquatic Eco-Systems at 360-357-3285 or [pondweeds@comcast.net](mailto:pondweeds@comcast.net) to arrange an alternate water supply.

If you would like to request additional notification prior to treatment, or have further questions, please contact Northwest Aquatic EcoSystems using the information above.

This herbicide treatment is regulated under a permit (NPDES) issued by the Washington State Department of Ecology. **Permit # WAG 994137**



Management Practices for Lakes • Watersheds • Aquatic Plants • Wetlands

TO: City Council  
 FROM: Brandon Hicks, Transportation and Engineering Director  
 DATE: April 5, 2022  
 SUBJECT: Ordinance No. O2022-011, 2022 Salary Schedule Amendment

1) Recommended Action:

Approve Ordinance No. O2022-011, 2022 Salary Schedule.

2) Background:

The City's capital improvement program has been expanding every CFP cycle. This is due partly to an increased tax base, plus additional funding from the Metropolitan Parks District, Transportation Benefit District, impact fees, mitigation fees and grant awards, which greatly exceed any amount the City has ever received. Project load has also increased due to project deferrals caused by existing staff capacity limitations.

The 2022 City of Tumwater Salary Schedule has been updated to add capital project positions as discussed at the March 8, 2022, Council Worksession. Two positions that were approved for the 2021-2022 budget and then inadvertently dropped with a subsequent amendment were reinstated to be reallocated to capital project work. In addition, two new positions were added, one for project support and the other for communications support.

In addition, the changes have added "Warrant Officer" as an alternate title to Police Specialist II. This does not change the Knowledge, Skills and Abilities (KSAs) for the position and subsequently does not change the grade specifications.

3) Policy Support:

Strategic Priorities and Goals 2021 – 2026, many subcategories of:  
 Pursue Targeted Community Development Opportunities  
 Build a Community Recognized for Quality, Compassion and Humanity  
 Create and Maintain a Transportation System Safe for All Modes of Travel  
 Refine and Sustain a Great Organization  
 Be a Leader in Environmental Sustainability

4) Alternatives:

☐ Reject amendments to the 2022 Salary Schedule.

5) Fiscal Notes:

A portion of the changes are consistent with the adopted budget and were the original intent of the prior schedule. Costs associated with additional staffing resources are primarily borne by the capital facilities plan project budgets.

6) Attachments:

- A. Ordinance No. 2022-011 Amending the Salary Schedule
- B. 2022 Salary Schedule Amended

## ORDINANCE NO. O2022-011

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, amending the 2022 salary schedule as more particularly described herein.

**WHEREAS**, the City of Tumwater adopted Ordinance O2020-027 on December 1, 2020 including the Salary Schedule set forth in Exhibit B; and

**WHEREAS**, the Salary Schedule was amended by Ordinance O2021-008 on March 16, 2021, and Ordinance O2021-024 on December 7, 2021; and

**WHEREAS**, the salaries and compensation for Teamsters, the Police Guild and firefighters are established by collective bargaining agreements that are effective for 2022; and

**WHEREAS**, the city desires to maintain an accurate account of active positions in alignment with Washington State law; and

**WHEREAS**, the Capital Facilities Plan includes more dedicated funding and projects than can be managed with existing project staffing levels; and

**WHEREAS**, delays in project schedules for unforeseen circumstances and capacity related projects deferrals has resulted in the need to add additional project staffing outside of the normal budget cycle and process; and

**WHEREAS**, positions that were previously budgeted and inadvertently removed from the salary schedule adopted under Ordinance O2021-024 have been reinstated;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, DOES ORDAIN AS FOLLOWS:**

**Section 1.** The City of Tumwater Salary Schedule, attached hereto as Exhibit A, is hereby adopted.

**Section 2. Ratification.** Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

**Section 3. Severability.** The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application



thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

**Section 4. Effective Date.** This ordinance shall take effect five days after passage, approval and publication as provided by law.

**WHEREAS**, positions that were previously budgeted and inadvertently removed from the salary schedule adopted under Ordinance O2021-024 have been reinstated; and

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

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

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

**2021-2022 Classification and Pay Schedule**

Minimum Wage: \$15.00 Hourly

	(Active Job Classes: updated March 2022)	Grade	Minimum	Maximum	FTE
101	City Administrator	85	12023	14653	1.00
102	City Attorney	82	11166	13605	1.00
103	Administrative Services Director	76	9626	11730	1.00
104	Human Resources Analyst	57	6022	7339	1.00
106	HR Program Manager	62	6812	8304	1.00
107	Department Assistant III*	45	4480	5458	2.00
108	Department Assistant II***	41	4059	4943	2.95
109	Community Engagement Specialist*	50	5067	6173	2.00
112	Administrative Assistant	50	5067	6173	3.00
113	Executive Assistant/Deputy City Clerk	52	5324	6485	1.00
115	Finance Director	79	10368	12634	1.00
116	Assistant Finance Director	68	7902	9626	1.00
117	City Clerk	57	6022	7339	1.00
118	Accountant	54	5592	6812	2.00
119	Payroll Officer	49	4943	6022	1.00
120	Accounting/Utility Billing Supervisor	57	6022	7339	1.00
121	Accounting Assistant	44	4370	5324	4.00
122	Project Assistant**	42	4158	5067	0.00
123	Utility Billing Lead	45	4480	5458	0.00
124	Accounting Technician	46	4592	5592	1.00
133	Police Administrative Manager	66	7521	9163	1.00
140	Police Services Specialist I	45	4480	5458	3.00
141	Police Services Specialist II/Warrant Officer	50	5067	6173	2.00
142	Communications Manager	66	7521	9163	1.00
144	Senior Accountant	59	6329	7708	1.00
146	Records Clerk	41	4059	4943	1.00
148	Legal Assistant	50	5067	6173	1.00
200	Senior Engineer	70	8304	10116	1.00
202	Engineering Services Manager	72	8722	10627	1.00
206	Water Resources Educator	48	4822	5880	0.00
207	City Surveyor	59	6329	7708	0.00
209	Engineer III*	69	8100	9866	3.00
210	Transportation & Engineering Director	77	9866	12023	1.00
211	Engineer II*	64	7158	8722	4.00
212	Engineer I	58	6173	7521	1.00
214	Water Resources Specialist	54	5592	6812	3.00
215	Engineering Tech IV	56	5880	7158	1.00
216	Senior Inspector	58	6173	7521	1.00
218	Water Resources & Sustainability Director	77	9866	12023	1.00
221	GIS Program Coordinator	56	5880	7158	1.00
222	GIS Technician	46	4592	5592	1.00
223	Transportation Manager	72	8722	10627	1.00
224	Engineering Services Manager	72	8722	10627	1.00
225	Utilities Operations Manager	66	7521	9163	1.00
226	Transportation Operations Manager	66	7521	9163	1.00
227	Community Development Director	77	9866	12023	1.00
229	Permit Manager	66	7521	9163	1.00
231	Associate Planner	54	5592	6812	1.00
232	Capital Projects Manager	66	7521	9163	1.00
234	Senior Planner	60	6485	7902	1.00
235	Planning Manager	66	7521	9163	1.00
237	Permit/Planning Technician	46	4592	5592	2.00
240	Parks and Recreation Director	76	9626	11730	1.00
241	Recreation Supervisor	57	6022	7339	1.00
242	Recreation Coordinator	49	4943	6022	2.00
243	Recreation and Marketing Specialist	50	5067	6173	1.00
244	Recreation Manager	62	6812	8304	1.00
250	Golf Operations Manager	62	6812	8304	1.00
252	Golf Course Superintendent	50	5067	6173	1.00

255	Golf Maintenance Worker II	43	4261	5195	1.00
256	Golf Operations Coordinator	40	3957	4822	0.75
257	Sustainability Coordinator	54	5592	6812	1.00
258	Arts Specialist	50	5067	6173	0.50
259	Economic Development Program Manager	66	7521	9163	1.00
317	Parks & Facilities Manager	66	7521	9163	1.00
319	Parks Maintenance Worker II	43	4261	5195	1.00
320	Parks Maintenance Supervisor	54	5592	6812	1.00
321	Equipment Repair Technician	45	4480	5458	1.00
322	Building Maintenance Supervisor	54	5592	6812	1.00
323	Parks Maintenance Lead	44	4370	5324	1.00
324	Parks Maintenance Worker I	40	3957	4822	2.50
326	Building Maintenance Worker II	46	4592	5592	2.00
342	Traffic Signal and Streetlight Tech II	Per Contract	0	0	1.00
344	Electrician II	Per Contract	0	0	1.00
345	Fleet Technician I	Per Contract	0	0	2.00
349	Field Crew Lead	Per Contract	0	0	5.00
351	Maintenance Tech I***	Per Contract	0	0	13.00
352	Maintenance Tech II	Per Contract	0	0	9.00
353	Maintenance Tech III	Per Contract	0	0	2.00
360	Information Technology Manager	72	8722	10627	1.00
362	Network Administrator	59	6329	7708	1.00
368	Applications Analyst	50	5067	6173	1.00
369	Systems Applications Specialist	59	6329	7708	0.00
370	Senior Information Technology Specialist	51	5195	6329	1.00
371	ERP Implementation Manager	62	6812	8304	1.00
372	IT Business Systems Analyst	54	5592	6812	1.00
401	Building and Fire Safety Official	66	7521	9163	1.00
402	Stormwater Inspector	50	5067	6173	1.00
403	Building and Fire Safety Plans Examiner	55	5734	6982	1.00
405	Building/Fire Safety Inspector***	53	5458	6645	2.00
409	Police Chief	80	10627	12948	1.00
410	Police Commander	78	10116	12326	1.00
413	Police Lieutenant	Per Contract	0	0	3.00
414	Police Sergeant	Per Contract	0	0	6.00
415	Police Officer	Per Contract	0	0	24.00
416	Police Evidence Technician	48	4822	5880	1.00
417	Police Management Analyst	53	5458	6645	1.00
431	Fire Chief	80	10627	12948	1.00
433	Assistant Fire Chief	78	10116	12326	1.00
436	Fire Captain	Per Contract	0	0	4.00
437	Paramedic Lieutenant	Per Contract	0	0	4.00
438	Fire Training Lieutenant	Per Contract	0	0	1.00
439	Fire Lieutenant	Per Contract	0	0	5.00
440	Fire Prevention Officer	Per Contract	0	0	1.00
441	Paramedic Firefighter	Per Contract	0	0	13.00
442	Firefighter	Per Contract	0	0	17.00
444	Medical Services Officer	Per Contract	0	0	1.00
TBD	Traffic Signal and Streetlight Tech I	Per Contract	0	0	0.00
TBD	Electrician I	Per Contract	0	0	0.00
TBD	Fleet Technician II	Per Contract	0	0	0.00
**Deleted FTE for 2022					
*New Approved FTE for 2022					
***Includes one year project positions					
				Total FTE:	220.70

TO: City Council  
FROM: Troy Niemeyer, Finance Director  
DATE: April 5, 2022  
SUBJECT: Agreement for the Purchase of LOTT House on Henderson – Contract Extension

---

1) Recommended Action:

Authorize the Mayor to sign the purchase and sale agreement contract amendment.

---

2) Background:

We have been working on this project since August 2021. This is the house owned by LOTT on Henderson Blvd. We are in the process of purchasing this home, which will then be donated to Homes First to increase the supply of affordable housing in Tumwater. In December 2021 the Council approved the Mayor Pro Tem to sign the purchase and sale agreement. The date to close on the agreement was March 1, 2022. Due to the boundary line adjustment it is taking longer than planned. This amendment is to extend the time needed to finalize the purchase.

---

3) Policy Support:

Affordable housing supports the health, safety and welfare of the residents of the City of Tumwater. This policy ties directly to the City of Tumwater's 2021-2026 strategic priority to "build a community recognized for quality, compassion and humanity"; "Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness."

---

4) Alternatives:

☐ Do not authorize the Mayor to sign the purchase and sale agreement amendment.

---

5) Fiscal Notes:

The purchase price of the house is \$200,000, which was approved by Council in December 2021. This contract amendment is for time only.

---

6) Attachments:

A. Purchase and Sale Agreement Contract Addendum.

### **ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT**

The following is made part of the Purchase and Sale Agreement dated December 7, 2021 between LOTT Clean Water Alliance (LOTT or Grantor) and City of Tumwater (City or Grantee) concerning 6541 Henderson Blvd. SE, Olympia, Washington, County of Thurston, tax parcel number 12701230202 ("Property").

IT IS AGREED BETWEEN LOTT AND CITY AS FOLLOWS:

To amend Section VI., A of the Agreement as follows:

The Parties agree that closing will take place on or before June 1, 2022, unless the Parties mutually agree in writing to a later closing date.

Parties agree all other terms and conditions of the Agreement remain unchanged.

#### **GRANTOR**

#### **GRANTEE:**

LOTT CLEAN WATER ALLIANCE

CITY OF TUMWATER

By: \_\_\_\_\_  
 Michael D. Strub, Executive Director  
 Dated: \_\_\_\_\_

By: \_\_\_\_\_  
 Debbie Sullivan, Mayor  
 Dated: \_\_\_\_\_

TO: City Council  
FROM: Mary Heather Ames, Transportation Manager  
DATE: April 5, 2022  
SUBJECT: Interagency Agreement with WSDOT for Material Testing

---

1) Recommended Action:

Staff recommends City Council make a motion authorizing the Mayor to sign a Reimbursable Agreement for State Materials Lab Engineering and/or Testing Services with the Washington State Department of Transportation (WSDOT).

---

2) Background:

Work incorporated into City projects requires verification by visual inspection and material testing to ensure the work and material meet standards. Staff completes most of the inspections and the City utilizes private consultants to conduct material testing. Occasionally, the City utilizes the WSDOT Materials Laboratory for specialized testing services such as signal cabinet testing prior to installation. These services are usually provided under a project specific Local Agency Agreement associated with a project receiving state or federal grant funding. This 10-year renewable agreement will serve the same purpose when there is no state or federal funding in a project.

---

3) Policy Support:

C. Create and Maintain a Transportation System Safe for All Modes of Travel

---

4) Alternatives:

- ☐ Do not authorize the Mayor to sign the agreement and contract with another local agency for the services.
- 

5) Fiscal Notes:

None resulting from this action; there is no financial commitment associated with the Agreement itself absent a City request for service, which will be on an as-needed basis. Expenses will be project billable and reimbursable to WSDOT at their rates current at the time services are provided.

---

6) Attachments:

A. Reimbursable Agreement for State Materials Lab Engineering and/or Testing Services

<b>Reimbursable Agreement for State Materials Lab Engineering and/or Testing Services</b>	Entity Name City of Tumwater	Agreement number GCB 3684
	Entity Billing Address 555 Isreal Road SW Tumwater, WA 98501	
	Contact Name Mary Heather Ames	Contact Phone and Email (360) 754-4140   <a href="mailto:mhames@ci.tumwater.wa.us">mhames@ci.tumwater.wa.us</a>
	Federal Tax ID# SW00071720 2	Agreement Title Mats Lab Services
Description of Work Upon request by City of Tumwater, WSDOT will provide materials fabrication, testing and inspection; asphalt mix design and verification; preparation of "Record of Materials" documents; test drilling; and other engineering/geologic/testing services.		

This AGREEMENT is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above-named entity, hereinafter the "ENTITY."

Where-as, WSDOT provides engineering and/or testing services to ensure that materials proposed to be used within WSDOT highway right of way comply with applicable WSDOT standards, or to determine whether existing state highway infrastructure can withstand impacts from proposed actions (may not apply to Local Agencies), and

Whereas, the ENTITY has requested WSDOT perform certain materials engineering and/or testing services as described above in the Description of Work above or as attached as Exhibit A (hereinafter "Work"), and

Whereas, WSDOT has the necessary personnel and equipment available and is willing to perform the Work, subject to the terms and conditions herein.

NOW, THEREFORE, pursuant to RCW 47.01.260 and/or Chapter 39.34 RCW, the above recitals that are incorporated herein as if set forth below, and in consideration of the terms, conditions, provisions, and Exhibits which are attached hereto and by this reference made a part of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

## 1. SCOPE OF WORK

1.1 The term "Work," as used herein, includes any and all work by WSDOT in its performance of the engineering and/or testing services specified in the "Description of Work," above or as in Exhibit A hereto attached. Subject to the terms and conditions herein, WSDOT agrees to perform the Work using WSDOT labor, equipment, and materials.

## 2. TERM OF AGREEMENT

2.1 Check one of the following as applicable to this Agreement:

- ☐ The term of this Agreement, is project specific and shall begin upon the date of execution by both Parties and shall remain in effect until WSDOT has completed the Work detailed above or in Exhibit A; OR should the ENTITY terminate this Agreement pursuant to Section 4, this Agreement shall terminate when the ENTITY has made full payment for all WSDOT-incurred costs up to the date of termination. The estimated end date shall be: xxxxxxxx.
- ☒ The term of this Agreement shall begin upon the date of execution by both Parties and shall remain in effect for ten (10) years, subject to renewal by the Parties. This Agreement may be terminated pursuant to Section 4. In the event of termination, this Agreement shall terminate when the ENTITY has made full payment for all WSDOT-incurred costs up to the date of termination. Exhibit A does not apply to this selection and further references within this agreement are not applicable.

## 3. PAYMENT

3.1 A cost estimate for the Work is detailed in Exhibit B. An Exhibit B is not applicable for a ten-year agreement. All work for a ten-year agreement is done by an as needed basis. WSDOT will invoice the ENTITY monthly for the actual direct and related indirect costs incurred by WSDOT in the performance of the Work completed during the previous month. These cost include but may not be limited to, labor, material, travel, and equipment.

3.2 The ENTITY agrees to reimburse the WSDOT for the actual direct and related indirect costs for the Work within thirty (30) calendar days of receipt of a WSDOT invoice. The ENTITY agrees further that if payment is not made to the WSDOT as herein agreed, WSDOT may charge late fees, interest or refer the debt to a collection agency, all in accordance with Washington State Law.

3.3 The Parties agree that any estimated costs for the Work may be exceeded by up to twenty five percent (25%) before an amendment to this Agreement is required. Once the costs reach the estimate in Exhibit B plus the 25% overrun allowance, WSDOT shall stop all Work until an amendment has been executed increasing the maximum dollar amount payable under this Agreement, or a decision is reached to terminate this Agreement.

## 4. TERMINATION

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days written notice to the other Party. If this Agreement is terminated by either Party prior to completion of the Work specified herein, the ENTITY agrees to and shall reimburse WSDOT for all actual direct and related indirect expenses and costs incurred up to the date of termination associated with the Work.

## 5. MODIFICATIONS

5.1 This Agreement may be amended by the mutual agreement of the Parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each Party.



## 6. RECORDS

6.1 All records for performance of the Work, including labor, material, travel, and equipment records in support of all WSDOT costs shall be maintained by WSDOT for a period of six (6) years from the date of termination of this Agreement. The ENTITY shall have full access to and right to examine said records during normal business hours and as often as it deems necessary, and should the ENTITY require copies of any records, it agrees to pay the costs thereof. The Parties agree that the work performed herein is subject to audit by either or both Parties and/or their designated representatives and/or state and federal government

## 7. DISPUTES AND VENUE

7.1 The Parties shall work collaboratively to resolve disputes and issues arising out of, or related to, this Agreement. Disagreements shall be resolved promptly and at the lowest level of hierarchy. To this end, following the dispute resolution process shown below shall be a prerequisite to the filing of litigation concerning any dispute between the Parties:

- A. The representatives for each Party shall use their best efforts to resolve disputes and issues arising out of or related to this Agreement. The representatives shall communicate regularly to discuss the status of the tasks to be performed hereunder and to resolve any disputes or issues related to the successful performance of this Agreement. The representatives shall cooperate in providing staff support to facilitate the performance of this Agreement and the resolution of any disputes or issues arising during the term of this Agreement.
- B. A Party's representative shall notify the other Party in writing of any dispute or issue that the representative believes may require formal resolution according to Section 7.1D. The representatives shall meet within five (5) working days of receiving the written notice and attempt to resolve the dispute.
- C. In the event the representatives cannot resolve the dispute or issue, the ENTITY, and WSDOT's Region Administrator, or their respective designees, shall meet and engage in good faith negotiations to resolve the dispute.
- D. In the event the ENTITY and WSDOT's Headquarters Administrator, or their respective designees, cannot resolve the dispute or issue, the ENTITY and WSDOT shall each appoint a member to a Dispute Board. These two members shall then select a third member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. All expenses for the third member of the Dispute Board shall be shared equally by both Parties; however, each Party shall be responsible for its own costs and fees.

## 8. VENUE AND ATTORNEY FEES

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties hereto agree that any such action or proceedings shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Each Party further agrees that it shall be solely responsible for the payment of its attorney fees and costs.

## 9. INDEMNIFICATION

9.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees

and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the ENTITY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of their officers, officials, employees or agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

9.2 The terms of this Section shall survive termination of this Agreement.

## 10. LEGAL RELATIONS

10.1 WSDOT's relation to the ENTITY shall be at all times as an independent contractor. Further, WSDOT shall perform the Work as provided under this Agreement solely for the benefit of the ENTITY and not for any third party.

## 11. SEVERABILITY

11.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

ENTITY	Washington State Department of Transportation
By:	By:
Printed:	Printed:
Title:	Title:
Date:	Date:
	Approved As To Form on behalf of WSDOT
	/s/ Guy Bowman
	Date: July 8, 2021

TO: City Council  
 FROM: Chuck Denney, Parks and Recreation Director  
 DATE: April 5, 2022  
 SUBJECT: Janitorial Services Agreement

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1) Recommended Action:

Staff requests that the City Council approve the Janitorial Services Agreement with Bobbie and Amanda's Cleaning Service.

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2) Background:

Bobbie and Amanda's Cleaning Service has been the City's janitorial contractor since 2016. Over the last six years, they have provided outstanding service and professional care in all of the buildings that the City owns and operates. Since the last contract period, the City has added park restrooms to the scope of work. Other factors, such as the COVID-19 pandemic, have increased the work completed through this contract.

The City and the Bobbie and Amanda's Cleaning Service desire to amend the agreement by updating the Scope of Services, extending the term, and increasing the compensation paid for providing the additional services during the extended term.

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3) Policy Support:

Strategic Priorities & Goals

- Provide high quality municipal facilities and parks.
- Promote employee safety.

Vision-Mission-Beliefs

- We strive for excellence and integrity in providing City services.
- 

4) Alternatives:

☐ None.

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5) Fiscal Notes:

2022	\$161,292.00
2023	\$166,131.00
2024	\$171,115.00

The costs for janitorial are spread across several departments or divisions. The 2023 and 2024 commitments would need to be addressed in the next biennial budget.

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6) Attachments:

- A. Janitorial Services Agreement
- B. Amendment to Janitorial Services Agreement

**JANITORIAL SERVICES AGREEMENT  
BOBBIE & AMANDA'S CLEANING SERVICE**

THIS JANITORIAL SERVICES AGREEMENT is made and entered into in duplicate this 17<sup>th</sup> day of April, 2019, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY" and Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service, a Washington sole proprietor, hereinafter referred to as the "SERVICE PROVIDER."

WITNESSETH:

WHEREAS, the CITY desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient CITY resources are not available to provide such services; and

WHEREAS, the SERVICE PROVIDER represents that the SERVICE PROVIDER is qualified and possesses sufficient skills and the necessary capabilities, including technical expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Attachment "A" attached hereto and incorporated herein ("Services").

2. TERM.

The Services shall begin no earlier than April 1, 2019 and shall terminate on March 31, 2022. This contract may be extended for three additional one-year terms, upon mutual written agreement.

### 3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY.

### 4. COMPENSATION AND METHOD OF PAYMENT.

A. Payments for services provided hereunder shall be made following the performance of such services, unless otherwise permitted by law and approved in writing by the CITY.

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services identified and set forth in this Agreement.

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed Four Hundred Thirty-Nine Thousand Two Hundred and Sixty-Four Dollars (\$439,264.00) payable as follows: One Hundred Forty-Three Thousand Five Hundred and Thirty-Two Dollars (\$143,532.00) in year one, One Hundred Forty-Six Thousand Four Hundred and Two Dollars (\$146,402.00) in year two and One Hundred Forty-Nine Thousand Three Hundred and Thirty Dollars (\$149,330.00) in year three pursuant to Attachment "A".

D. The SERVICE PROVIDER shall submit to the CITY Finance Director an invoice for services rendered during the pay period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

E. When subcontracting services or purchasing goods from third parties, as identified and approved in this Agreement, the SERVICE PROVIDER must submit written documentation establishing that the goods and/or services have been provided and the third party has been paid in order to receive reimbursement for such goods and/or services.

F. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term unless the contract term ends at the end of the calendar year where invoices must be submitted no more than five (5) business days following the end of the calendar year. Failure to submit a timely invoice will result in non-payment of services and funds will be forfeited.



## 5. PREVAILING WAGES.

A. Wages of Employees. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of SERVICE PROVIDER'S laborers, workpersons and/or mechanics, SERVICE PROVIDER shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Attachment "B" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals or quotes were required to be submitted to the City.

B. Agreements Exceeding One Year. Pursuant to WAC 296-127-023, or hereafter amended, the CITY agrees to pay any increase in the current prevailing wages if and when this Agreement is extended provided that the term of the Agreement exceeds one year. The CITY further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the SERVICE PROVIDER agrees to pay its employees the increased prevailing wage.

C. Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Agreement do not apply to:

1. Sole owners and their spouses;
2. Any partner who owns at least 30% of a partnership;
3. The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

D. Reporting Requirements. SERVICE PROVIDER shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, SERVICE PROVIDER shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Services, SERVICE PROVIDER shall complete and file an Affidavit of Wages Paid with the Department of Labor and Industries. SERVICE PROVIDER shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the CITY.

E. Disputes. In the event any dispute arises as to what are the

prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the CITY and the SERVICE PROVIDER, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

6. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the SERVICE PROVIDER is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the CITY and shall be subject to the CITY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the SERVICE PROVIDER shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. It is recognized that SERVICE PROVIDER may or will be performing services during the Term for other parties; provided, however, that such performance of other services shall not conflict with or interfere with SERVICE PROVIDER'S ability to perform the Services. SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the City.

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return to work restrictions apply to retirees under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Attachment "C", for each of the SERVICE PROVIDER'S owners and for each person providing service under this Agreement.



## 7. SERVICE PROVIDER EMPLOYEES/AGENTS.

The CITY may at its sole discretion require the SERVICE PROVIDER to remove an employee, agent or servant from employment on these services. The SERVICE PROVIDER may however employ that individual for other non-CITY related services.

## 8. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the City, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the Service Provider, its partners, shareholders, agents, employees, or by the Service Provider's breach of this Agreement. Service Provider expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Service Provider's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. This waiver has been mutually negotiated by the parties.

B. City Indemnification. The City agrees to indemnify, defend and hold the Service Provider, its officers, directors, shareholders, partners, employees, and agents harmless from any and all claims, demands, losses, actions and liabilities (including costs and attorney fees) to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents. No liability shall attach to the City by reason of entering into this Agreement except as expressly provided herein.

C. Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

## 9. INSURANCE.

The SERVICE PROVIDER 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 SERVICE PROVIDER, their agents, representatives, employees or subcontractors.

The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

B. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

The CITY shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance. The CITY reserves the right to request certified copies of any required policies.

The SERVICE PROVIDER'S insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.

Any payment of deductible or self-insured retention shall be the sole responsibility of the SERVICE PROVIDER.

The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

#### 10. BOND.

SERVICE PROVIDER shall obtain a janitorial bond in the amount of not less than Ten Thousand and No/100 Dollars (\$10,000.00) to insure against any theft/misappropriation of money or property during the term of this Agreement.

#### 11. TREATMENT OF ASSETS.

Title to all property furnished by the CITY shall remain in the name of the CITY and the CITY shall become the owner of the work product and other documents, if any, prepared by the SERVICE PROVIDER pursuant to this



Agreement.

12. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

B. The SERVICE PROVIDER specifically agrees to pay any applicable business and occupation (B & O) taxes which may be due on account of this Agreement.

13. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. The SERVICE PROVIDER shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. The SERVICE PROVIDER shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

D. Nondiscrimination in Benefits. The provisions of this subsection are only applicable to contracts with an estimated value of

**\$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Attachment "D".

E. If any assignment and/or subcontracting has been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

#### 14. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances and guidelines.

C. Any technical service subcontract not listed in this Agreement, must have express advance approval by the CITY.

#### 15. NON-APPROPRIATION OF FUNDS.

If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the CITY will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the CITY in the event this provision applies.

#### 16. CHANGES.

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of



this Agreement.

17. MAINTENANCE AND INSPECTION OF RECORDS.

A. The SERVICE PROVIDER at such times and in such forms as the CITY may require, shall furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

C. The SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

18. POLITICAL ACTIVITY PROHIBITED.

None of the funds, materials, property or services provided directly or indirectly under the Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

19. PROHIBITED INTEREST.

No member, officer, or employee of the CITY shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

20. NOTICE.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

21. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of

the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

## 22. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Thurston County, Washington.

## 23. SEVERABILITY.

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

## 24. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.





**Bobbie and Amanda's Cleaning Service**  
**2019 – 2021 Janitorial Services**  
**City of Tumwater, WA**

**City Hall and Police Department**

**555 Israel Road**

**DAILY SERVICES:**

We will provide the following services Monday through Friday.

1. Lock doors at 5pm and check for coffee pots/portable desk heaters with power left on.
2. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
3. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other: mirror, booth, or wall defacements.
4. Sweep and mop all hard floor surfaces, including: restrooms, kitchens, entry ways, and remaining non-carpeted surfaces.
  - a. Separate cleaning supplies such as: mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
5. Vacuum floor mats and carpets.
6. Dust all tables, chairs, and counter tops in public areas and conference rooms. Remove all smudge marks from counter tops and tables with a micro fiber cloth and cleaning agent. Areas included: entry way, lobby/waiting area, and Council Chambers.
  - a. Areas also included: waiting areas in Parks Department, Public Works, and the Police Department.
    - i. Conference room tables also included in dusting/smudge mark removal.
7. Straighten chairs in all conference rooms, breakrooms, and general meeting rooms.
8. Clean all glass entry way doors, removing all finger-prints and smudge marks.
9. Clean and sanitize all breakroom sinks, counter tops, microwaves, table tops, and drinking fountains.
10. Sweep and vacuum exterior entry ways, including floor mats.

**WEEKLY SERVICES:**

1. Tuesday Night Council Meeting: close portable wall, cone off parking lot for television broadcasting vehicle.
2. Empty all cigarette receptacles.
3. Clean all handrails, elevator control panels, and switch plates.
4. Wipe down all white board trays (never erasing material on white boards).
5. Dust all exposed areas of desks, file cabinets, baseboards, hanging fixtures, etc.
6. Vacuum all cloth covered chairs, couches, and under desks.



7. Sweep ‘Sally Port’ and two holding cells.
8. Paper products for kitchens and bathrooms will be monitored, ordered, and stocked upon needing replacement.

#### MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Dust all ledges, panel tops, ceiling vents, blinds/shades, and picture frames.
2. Remove cob webs throughout facility.
3. Thoroughly clean entry way mats.

#### YEARLY SERVICES:

1. Wash all windows twice yearly.
  - a. Services to be completed during spring and fall.
2. Strip and re-wax all previously waxed floors to a ‘high shine’ twice yearly.
  - a. Services to be completed during spring and fall.
3. Deep clean all ceramic tiled floors with a grout cleaning agent once yearly.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once yearly.

**Total Cost of Service Per Month Police Dept: \$1,316.00**

**Total Cost of Service Per Month City Hall: \$3,441.00**

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### **Public Works Maintenance Shop**

**7200 New Market Street**

#### DAILY SERVICES:

We will provide the following services Monday through Friday.

1. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
2. Clean and sanitize all bathroom fixtures, including toilet bowls, urinals, and sinks. Remove all water marks and other: mirror, booth, or wall defacements.
3. Sweep and mop all hard floor surfaces, including restrooms, hallway, breakroom, and remaining non-carpeted surfaces.
  - a. Separate cleaning supplies such as mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
4. Vacuum mats and carpeted areas.
5. Clean all smudge marks off the entry way counter tops and the sliding partition window.
6. Clean and sanitize all breakroom table tops, counter tops, microwaves, and the sink.
7. Sweep and vacuum exterior entry ways, including floor mats.

WEEKLY SERVICES:

1. Empty all cigarette receptacles.
2. Wipe down all white board trays (never erasing material on white boards).
3. Dust all exposed areas of desks, file cabinets, baseboards, hanging fixtures, etc.
4. Vacuum all cloth covered chairs, couches, and under desks.
5. Paper products for kitchens and bathrooms will be monitored, ordered, and stocked upon needing replacement.

MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Dust all ledges, panel tops, ceiling vents, blinds/shades, and picture frames.
2. Remove cob webs throughout facility.
3. Thoroughly clean entry way mats.

YEARLY SERVICES:

1. Wash all windows once yearly.
2. Strip and re-wax all previously waxed floors to a 'high shine' twice yearly.
  - a. Services to be completed during spring and fall.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once yearly.

**Total Cost of Services Per Month: \$1,290.00**

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**Fire Department- T1****311 Israel Road**DAILY SERVICES:

We will provide the following services Monday through Friday.

1. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
2. Clean and sanitize all bathroom fixtures, including toilet bowls, urinals, and sinks. Remove all water marks and other: mirror, booth, or wall defacements.
3. Sweep and mop all hard floor surfaces, including all restrooms and other non-carpeted surfaces.
  - a. Separate cleaning supplies such as mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
4. Vacuum floor mats and carpets.
5. Dust all tables, chairs, and counter tops in public areas. Remove all smudge marks from counter tops and tables with a micro fiber cloth and cleaning agent. Areas included: the waiting area and all meeting/conference rooms.
6. Straighten chairs in all conference and breakrooms.

7. Clean all glass entry way doors, removing all finger-prints and smudge marks.
8. Clean and sanitize all breakroom sinks, counter tops, drinking fountains, microwaves, and table tops.
9. Sweep and vacuum exterior entry ways, including floor mats.

#### WEEKLY SERVICES:

1. Empty all cigarette receptacles.
2. Clean all handrails, elevator control panels, and switch plates.
3. Wipe down all white board trays (never erasing material on white boards).
4. Dust all exposed areas of desks, file cabinets, baseboards, hanging fixtures, etc.
5. Vacuum all cloth covered chairs, couches, and under desks.

#### MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Dust all ledges, panel tops, ceiling vents, blinds/shades, and picture frames.
2. Remove cob webs throughout facility.
3. Thoroughly clean entry way mats.

#### YEARLY SERVICES:

1. Wash all windows once yearly.
2. Strip and re-wax all previously waxed floors to a 'high shine' twice yearly.
  - a. Services to be completed during spring and fall.
3. Clean all carpeted areas with commercial grade carpet cleaning machine twice yearly.
  - a. Services to be completed during spring and fall.

**Total Cost of Services Per Month: \$1,208.00**

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### **Public Library**

**7023 Market Street**

#### DAILY SERVICES:

We will provide the following services Monday through Saturday.

1. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
2. Clean and sanitize all bathroom fixtures, including toilet bowls, urinals, and sinks. Remove all water marks and other: mirror, booth, or wall defacements.
3. Sweep and mop all hard floor surfaces, including all restrooms and the breakroom.
  - a. Separate cleaning supplies such as: mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
4. Vacuum floor mats and carpets.



5. Straighten chairs around tables and desks.
6. Clean all glass entry way doors, removing all finger-prints and smudge marks.
7. Sweep and vacuum all exterior entry ways, including floor mats.

#### MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Check the clock tower for dust/cob webs, thoroughly dusting around its base.
  - a. Remove any small plant debris.
2. Dust all window ledges and remove any cob webs on or around interior windows/doorways.
3. Thoroughly clean entry mats.
4. Paper products for kitchens and bathrooms will be monitored, ordered, and stocked upon needing replacements.

#### YEARLY SERVICES:

1. Wash all windows once yearly.
  - a. Services to be completed during spring and fall.
2. Strip and re-wax all previously waxed floors to a 'high shine' twice yearly.
  - a. Services to be completed during spring and fall.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once yearly.

#### **Total Cost of Services Per Month: \$2,629.00**

*IMPORTANT NOTICE: AN ADDITIONAL SERVICE CHARGE OF \$35.00 WILL AUTOMATICALLY BE APPLIED FOR SERVICE OCCURRING AFTER 9PM MONDAY THROUGH SATURDAY.*

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### **Parks and Facilities Building**

#### **7007 Capitol Boulevard**

#### DAILY SERVICES:

We will provide the following services twice weekly.

1. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
2. Clean and sanitize all bathroom fixtures, including toilet bowls, urinals, and sinks. Remove all water marks and other: mirror, booth, or wall defacements.
3. Refill and replace (as needed) all toilet paper, toilet seat covers, urinal screens, paper towels, paper cups, and soap dispensers.
4. Sweep and mop all hard floor surfaces, including restrooms, entry ways, kitchen and remaining non-carpeted surfaces.
  - a. Separate cleaning supplies such as mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
5. Vacuum floor mats and carpets.

6. Clean and sanitize all breakroom: sinks, counter tops, microwaves, and table tops.

#### WEEKLY SERVICES:

1. Empty all cigarette receptacles.
2. Dust all exposed areas of desks, file cabinets, baseboards, hanging fixtures, etc.
3. Vacuum all cloth covered chairs, couches, and under desks.

#### MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Dust all ledges, panel tops, ceiling vents, blinds/shades, and picture frames.
2. Remove cob webs throughout facility.
3. Thoroughly clean entry way mats.

#### YEARLY SERVICES:

1. Wash all windows once yearly.
2. Clean all carpeted areas with commercial grade carpet cleaning machine once yearly.
3. Strip and re-wax all previously waxed floors to a 'high shine' twice yearly.
  - a. Services to be completed during spring and fall.

**Total Cost of Services Per Month: \$385.00**

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### **Old Town Center**

**215 North 2<sup>nd</sup> Avenue**

#### DAILY SERVICES:

We will provide these services Monday through Friday.

1. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
2. Clean and sanitize all bathroom fixtures, including toilet bowls, urinals, and sinks. Remove all water marks and other mirror, booth, or wall defacements.
3. Sweep and mop all hard floor surfaces, including all restrooms and other non-carpeted surfaces.
  - a. Separate cleaning supplies such as mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
4. Vacuum floor mats and carpets.
5. Clean all glass entry way doors, removing all finger-prints and smudge marks.
6. Sweep and vacuum exterior entry ways, including floor mats.
7. Sweep gymnasium floor.
8. Refill and replace (as needed) all toilet paper, toilet seat covers, urinal screens, paper towels, paper cups, and soap dispensers.

WEEKLY SERVICES:

1. Empty all cigarette receptacles.
2. Dust all exposed areas of desks, file cabinets, baseboards, hanging fixtures, etc.
3. Vacuum all cloth covered chairs, couches, and under desks.
4. Mop gymnasium floor.
5. Paper products for bathrooms will be: monitored, ordered, and stocked upon needing replacements.

MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Dust all ledges, panel tops, ceiling vents, blinds/shades, and picture frames.
2. Remove cob webs throughout facility.
3. Entry mats detail cleaned.

YEARLY SERVICES:

1. Wash all windows once yearly.
2. Clean all carpeted areas with commercial grade carpet cleaning machine once yearly.
3. Strip and re-wax all previously waxed floors to a 'high shine' three times yearly.

**Total Cost of Service Per Month: \$1,292.00**

**Fire Station T-2**

**405 North 2<sup>nd</sup> Avenue**

DAILY SERVICES:

We will provide the following services Monday through Friday.

1. Empty all waste and recycle receptacles located throughout the facility (replacing all liners as needed).
2. Clean and sanitize all bathroom fixtures, including toilet bowls, urinals, and sinks. Remove all water marks and other: mirror, booth, or wall defacements.
3. Sweep and mop all hard floor surfaces, including all restrooms and other non-carpeted surfaces.
  - a. Separate cleaning supplies such as mops, buckets, and cleaning cloths will be used in restrooms in order to prevent cross contamination.
4. Vacuum floor mats and carpets.
5. Clean all glass entry way doors, removing all finger-prints and smudge marks.
6. Sweep and vacuum all exterior entry ways, including floor mats.
7. Refill and replace (as needed) all toilet paper, toilet seat covers, urinal screens, paper towels, paper cups, and soap dispensers.



WEEKLY SERVICES:

1. Empty all cigarette receptacles.
2. Dust all exposed areas of desks, file cabinets, baseboards, hanging fixtures, etc.
3. Vacuum all cloth covered chairs, couches, and under desks.

MONTHLY SERVICES:

We will provide the following services between the 1<sup>st</sup> and 10<sup>th</sup> of each month.

1. Dust all ledges, panel tops, ceiling vents, blinds/shades, and picture frames.
2. Remove cob webs throughout facility.
3. Thoroughly clean entry way mats.

YEARLY SERVICES:

1. Wash all windows once yearly.
2. Clean all carpeted areas with commercial grade carpet cleaning machine twice yearly.
  - a. Services to be completed during spring and fall.
3. Strip and re-wax all previously waxed floors to a 'high shine' twice yearly.
  - a. Services to be completed during spring and fall.

**Total Cost of Services Per Month: \$400.00**

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**Furnished Item Guarantee (Bobbie and Amanda's Cleaning Services)**

We guarantee to provide all the necessary cleaning equipment and supplies to complete the established contractual requirements previously agreed upon. Some specific examples of said supplies are vacuums, brooms, mops, and appropriate cleaning agents. Work check sheets can also be provided upon request.

**Additional Work**

All additional work requests, assignments and special projects within the City must be approved by the City's Parks and Facilities Manager. These approved tasks will be invoiced at an hourly rate agreed upon by both parties.

**Furnished Item Guarantee (City of Tumwater)**

- ✓ Toilet paper, paper towels, toilet seat covers, hand soap, urinal screens/mats, and wastebasket liners.
- ✓ Electrical power so necessary equipment can be used in order to fulfill contractual requirements.
- ✓ Hot and cold water as necessary.

**Total Cost Per Year Per Building:****City Hall: \$41,292.00****Police Dept: \$15,792.00****Public Works: \$15,480.00****Fire T1: \$14,488.00****Parks Bldg.: \$4,620.00****Fire T2: \$ 4,800.00****OTC: \$15,505.00****Library: \$31,556.00****Total: \$143,532.00****Year 1: \$143,532.****Year 2 (2%): \$146,402.****Year 3 (2%): \$149,330.**



**FIRST AMENDMENT  
TO  
JANITORIAL SERVICES AGREEMENT  
FOR  
BOBBIE & AMANDA'S CLEANING SERVICE**

This First Amendment ("Amendment") is dated effective this \_\_\_\_\_ day of \_\_\_\_\_, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Bobbie Whitaker dba Bobbie & Amanda's Cleaning Services, a Washington sole proprietor ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective April 17, 2019, whereby the SERVICE PROVIDER agreed to provide janitorial services ("Agreement").

B. Section 16 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement by updating the Scope of Services, extending the term, and increasing the compensation paid to the SERVICE PROVIDER for providing the additional services during the extended term.

NOW, THEREFORE, the parties agree to the following terms and conditions:

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to include the additional services described and detailed in Exhibit "A-1," attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until March 31, 2025.

3. COMPENSATION AND METHOD OF PAYMENT.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1", Section 4.C. shall be amended to pay the SERVICE PROVIDER for work performed during the term of this First Amendment Four

First Amendment to Janitorial Services Agreement - Page 1 of 3  
Bobbie & Amanda's Cleaning Service

Hundred Ninety Eight Thousand Five Hundred Thirty Eight and 00/100 Dollars (\$498,538) payable as follows: One Hundred Sixty One Thousand Two Hundred Ninety Two and 00/100 Dollars (\$161,292.00) in year four, One Hundred Sixty Six Thousand One Hundred Thirty One and 00/100 Dollars (\$166,131.00) in year five and One Hundred Seventy One Thousand One Hundred Fifteen and 00/100 Dollars (\$171,115.00) in year six pursuant to Exhibit "A-1". The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed Nine Hundred Thirty Seven Thousand Eight Hundred Two and 00/100 Dollars (\$937,802.00).

\*\*\* Signatures on Following Page \*\*\*

4. FULL FORCE AND EFFECT.

All other terms and conditions of the Agreement not modified by this Amendment shall remain in full force and effect.

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

Bobbie & Amanda's Cleaning Service  
3226 Libby Road NE  
Olympia, WA 98506  
Phone: 360-870-2212

\_\_\_\_\_  
Debbie Sullivan, Mayor

\_\_\_\_\_  
Signature (Notarized – see below)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that \_\_\_\_\_(name) is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, and acknowledged it to be (his/her) free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the State of Washington,  
My appointment expires: \_\_\_\_\_

First Amendment to Janitorial Services Agreement - Page 3 of 3  
Bobbie & Amanda's Cleaning Service

"Exhibit A-1"  
Scope of Services

**Bobbie & Amanda's Cleaning Service**  
**2022-2024 Janitorial Services**  
**City of Tumwater, WA**

**City Hall and Police Department**  
**555 Israel Rd SW**

**Daily Services:**

We will provide the following services Monday through Friday:

1. Secure/check all doors, check coffee pots and portable desk heaters to make sure power is off.
2. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
3. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
4. Sweep and mop all hard floors surfaces including restrooms, kitchens, and entryways.
5. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
6. Dust tables, chairs, and countertops in all public areas, conference rooms, and Council Chambers. Clean countertops and tables with PH Neutral cleaner/sanitize.
7. Straighten chairs in all conference rooms, breakrooms, and meeting rooms.
8. Clean all glass entryway doors, removing fingerprints and smudge marks.
9. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
10. Sweep or vacuum exterior entryway mats.

**Weekly Services:**

1. Tuesday night Council Meetings: Close portable wall and cone off parking lot for television broadcasting vehicle.
2. Wipe down whiteboards without ever erasing written material.
3. Dust tops of file cabinets, baseboards, and hanging fixtures.
4. Vacuum under desks, cloth-covered chairs, and couches in public areas.
5. Sweep/mop holding cells in Police Department.
6. Sweep/blow 'Sally Port' in Police Department.
7. Sweep/mop stairs leading to lower-level of Police Department.

“Exhibit A-1”  
Scope of Services

8. Track, order, and stock all paper products for kitchens and restrooms.
9. Verify items delivered on invoices, code and submit invoices to Parks and Facilities Manager.
10. Fill hand sanitizer dispensers and replace batteries as needed.
11. Check all touchless dispensers throughout facilities for battery levels and replace as needed.
12. Clean showers in Police Department locker rooms.

**Monthly Services:**

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a ‘high shine’ once per year.
3. Polish all waxed floors to a ‘high shine’ with high-speed buffer (Police Department) 6 times per year.
4. Deep clean all ceramic grout floors with a grout cleaning agent once per year and wax.
5. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

**Total Cost of Services per Month:**

- City Hall: \$3,649.00
- Police Department: \$1,670.00

**Disinfecting for COVID-19 - City Hall and Police Department:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.

“Exhibit A-1”  
Scope of Services

4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, stair rails, elevator buttons and grab bars, finance safe handles, microwaves, refrigerator handles, vending machine buttons, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in/temperature tables. Stock tables with Clorox wipes, masks, gloves, and hand sanitizer. Check thermometers and replace batteries as needed.
6. Track, purchase, and stock Clorox wipes for city employee use.
7. Track masks, gloves, and batteries for city employees and check-in/temperature tables. Turn order forms into Human Resources department.
8. Mop all hard floors with disposable mop heads and EPA List “N” disinfectant for floors.
9. Launder microfiber rags nightly in sanitizer machine.

**Total Cost of Services:**

- Per Day: \$28.20
- Per Month: \$620.40

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges and COVID-19 chemicals.**

City of Tumwater will be billed for Clorox Wipes purchased by Bobbie & Amanda’s Cleaning Service for city use.

City of Tumwater will be responsible for ordering masks, batteries, and gloves upon receiving my order request.

Bobbie & Amanda’s Cleaning Service will provide all EPA List “N” chemicals for the above disinfecting.

**Disinfecting When Someone Has Tested Positive for COVID-19:**

1. Follow CDC guidelines for cleaning and disinfecting a commercial facility.
2. Close off area as much as possible and wait as long as possible (3-24 hours).
3. Open doors and windows when possible.
4. Clean area with PH neutral cleaner to remove any grime.
5. Disinfect immediate area with EPA List “N” disinfectants.

“Exhibit A-1”  
Scope of Services

6. Vacuum immediate area with high efficiency particulate air (HEPA) filters and bags.
7. Re-open area.

**Total Cost of Services:**

- Per Area: \$150.00
- Per Area After Hours: \$200.00

**Portable Clear Plexiglass Countertop Barrier Shields:**

- Remove stands with plexiglass from counters to floor. Disinfect with the appropriate chemical. Polish out glass with a plexiglass polish and pad. Replace to countertops.

**Time and Materials**

**Public Works Maintenance Shop**

**7200 New Market Street**

**Daily Services:**

We will provide the following services Monday through Friday.

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Clean all glass entryway doors, removing fingerprints and smudge marks.
6. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
7. Sweep or vacuum exterior entryway mats.

**Weekly Services:**

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.

“Exhibit A-1”  
Scope of Services

4. Invoices: Verify items delivered, code, and submit to Parks and Facilities manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

**Monthly Services:**

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a ‘high shine’ once per year.
3. Polish all waxed floors to a ‘high shine’ with high-speed buffer 3 times per year.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

**Total Cost of Services per Month: \$1,329.00**

**Disinfecting for COVID-19 - Public Works Maintenance Shop:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, and grab bars, microwaves, refrigerator handles, vending machine buttons, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

**Total Cost of Services:**

- Per Day: \$9.08
- Per Month: \$199.75



“Exhibit A-1”  
Scope of Services

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.**

## **Fire Department T-1**

### **311 Israel Road**

#### **Daily Services:**

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Dust tables, chairs, and countertops in all public areas, conference rooms, and clean countertops and tables with PH Neutral cleaner/sanitize.
6. Straighten chairs in all conference rooms, breakrooms, and meeting rooms.
7. Clean all glass entryway doors, removing fingerprints and smudge marks.
8. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
9. Sweep or vacuum exterior entryway mats.

#### **Weekly Services:**

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager and Fire Department Administrative Assistant.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

“Exhibit A-1”  
Scope of Services

### Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

### Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a ‘high shine’ twice per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

### Total Cost of Services per Month: **\$1,244.00**

**NOTE: Services such as cleaning carpets, stripping and waxing floors, and kitchen cleaning in fire living quarters (2<sup>nd</sup> floor) will be billed at time and materials at the approval of the Fire Chief and Parks and Facilities Manager.**

### Disinfecting for COVID-19 - Fire Department T-1:

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, and grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

### Total Cost of Services:

- Per Day: \$9.08
- Per Month: \$199.75

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.**

"Exhibit A-1"  
Scope of Services

**Public Library**  
**7023 New Market Street**

**Daily Services:**

We will provide the following services Monday through Saturday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Straighten chairs in all conference rooms, breakrooms, meeting rooms, and computer stations.
6. Clean all glass entryway doors, removing fingerprints and smudge marks.
7. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
8. Sweep or vacuum exterior entryway mats.

**Monthly Services:**

1. Check the clock tower for dust and cobwebs, thoroughly dusting around the base of the tower.
2. Dust window ledges and remove cobwebs from interior windows and doors.
3. Thoroughly clean entry mats.
4. Track, order, and stock all paper products for kitchens and restrooms.
5. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager.

**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.

"Exhibit A-1"  
Scope of Services

2. Strip and wax all floors to a 'high shine' twice per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

**Total Cost of Services per Month: \$2,707.00**

**An additional charge of \$75 per hour, per man, will be added for after-hours events.**

**Disinfecting for COVID-19 – Public Library:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List "N" disinfectants used by Bobbie & Amanda's Cleaning Service.
4. Daily: Apply disinfectants from EPA List "N" according to instructions to all high-touch areas to include: doorknobs, push plates, light switches, door handles, grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Launder microfiber rags nightly in sanitizer machine.

**Total Cost of Services:**

- Per Day: \$9.08
- Per Month: \$199.75

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.**

**Note: Library is responsible for disinfecting all areas not stated above.**

**Parks and Facilities Maintenance Building**

**7007 Capitol Boulevard**

**Daily Services:**

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.

“Exhibit A-1”  
Scope of Services

3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Straighten chairs in breakrooms.
6. Clean all glass entryway doors, removing fingerprints and smudge marks.
7. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
8. Sweep or vacuum exterior entryway mats.

**Weekly Services:**

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

**Monthly Services:**

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax floors to a high shine one time per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

**Total Cost of Services per Month: \$1,100.00**

**Disinfecting for COVID-19 - Parks and Facilities Maintenance Building:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.

“Exhibit A-1”  
Scope of Services

2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, and seat cover dispensers.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops. The above charges reflect disinfecting areas not included in daily charges.**

**Total Cost of Services:**

- Per Day: \$9.08
- Per Month: \$199.75

**Old Town Center**

**215 North 2nd Avenue SW**

**Daily Services:**

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets. Note: HEPA filters used in vacuums.
5. Straighten chairs in lunch room and meeting rooms.
6. Clean and disinfect all tables throughout facility.
7. Vacuum stairs and elevator.
8. Clean all glass entryway doors, removing fingerprints and smudge marks.

"Exhibit A-1"  
Scope of Services

9. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
10. Sweep or vacuum exterior entryway mats.
11. Sweep/Auto scrub gym as needed.

**Weekly Services:**

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code and submit to Parks and Facilities Manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

**Monthly Services:**

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Clean all carpeted areas with commercial grade carpet cleaning machine.
3. Strip and wax all hard floors once per year.
4. Polish all hard floors 4 times per year with high-speed buffer.
5. Heavy clean kitchen to include polishing all stainless-steel appliances, sinks, and counters, and clean out drains.

**Total Cost of Services per Month: \$1,330.00**

“Exhibit A-1”  
Scope of Services

### **Disinfecting for COVID-19 - Old Town Center:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, tables, doorknobs, push plates, light switches, door handles, grab bars, microwaves, refrigerator handles, toilets, faucets, sinks, handicap bars, seat cover dispensers, and elevator buttons.
5. Daily: Apply disinfectants to check-in / temperature tables.
6. Launder microfiber rags nightly in sanitizer machine.

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens and countertops. The above charges reflect disinfecting areas not included in daily charges.**

### **Total Cost of Services:**

- Per Day: \$9.08
- Per Month: \$199.75

### **Fire Station T-2** **405 North 2nd Avenue**

### **Daily Services:**

We will provide the following services Monday through Friday:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors surfaces including: restrooms, kitchens, and entryways.
4. Vacuum floor mats and carpets in offices and hallways. Note: HEPA filters used in vacuums.
5. Clean all glass entryway doors, removing fingerprints and smudge marks.



“Exhibit A-1”  
Scope of Services

6. Sweep or vacuum exterior entryway mats.

**Weekly Services:**

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum under desks and cloth-covered chairs.
3. Track, order, and stock all paper products for kitchens and restrooms.
4. Invoices: Verify items delivered, code and submit to Parks and Facilities Manager.
5. Fill hand sanitizer dispensers and replace batteries as needed.
6. Check all touchless dispensers throughout facilities for battery levels and replace as needed.

**Monthly Services:**

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cob webs throughout facility.
3. Clean entry mats.

**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
3. Strip and wax restroom and laundry room floors twice per year.

**Total Cost of Services per Month: \$ 412.00**

**NOTE: Services such as cleaning kitchen and living quarters will be billed at time and materials at the approval of the Fire Chief and Building & Maintenance Supervisor.**

**Disinfecting for COVID-19 - Fire Station T-2:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: counters, doorknobs, push plates, light switches, door handles, grab bars, toilets, faucets, sinks, handicap bars, and seat cover dispensers.

“Exhibit A-1”  
Scope of Services

5. Launder microfiber rags nightly in sanitizer machine.

**NOTE: Some disinfecting is included in daily services for areas such as restrooms, kitchens, and countertops.**

**Total Cost of Services:**

- Per Day: \$9.08
- Per Month: \$199.76

**City Parks:**

**Daily Services:**

1. Open all city park gates and restrooms by sunrise 7 days per week including all holidays.
2. Restrooms: Clean and disinfect for COVID-19 to include all fixtures, floors, walls, and partition walls. Polish all stainless steel.
3. Stock restrooms.
4. Empty garbage cans.

**Weekly Services:**

1. Track, order, and stock all supplies.
2. Invoices: Verify items delivered, code, and submit to Parks and Facilities Manager.
3. Remove cobwebs inside and outside of restrooms.

**Disinfecting for COVID-19 - City Parks:**

1. Comply with OSHA/Hazard Communication Standards for disinfectants used against viruses.
2. Comply with OSHA/Hazard Communication Standards for Safety Data Sheets (SDS).
3. Supply EPA List “N” disinfectants used by Bobbie & Amanda’s Cleaning Service.
4. Daily: Apply disinfectants from EPA List “N” according to instructions to all high-touch areas to include: doorknobs, push plates, light switches, door handles, grab bars, toilets, faucets, sinks, and handicap bars.

**Emergency HAZMAT clean-up will be billed at time and materials upon approval from Parks and Facilities Manager or Parks Maintenance Supervisor, per emergency.**

“Exhibit A-1”  
Scope of Services

**In the event of an immediate emergency, and the above-mentioned parties are unable to be reached, Bobbie & Amanda’s Cleaning Service will address the emergency in the City of Tumwater’s best interest.**

**HAZMAT labor time: \$150.00 per hour**

**Total Monthly Costs of Services:**

- Admin fee: \$150.00
- Historical Park:
  - March-October: \$1,627.50
  - November-February: Adjusted billing
- Pioneer Park:
  - March-September: \$1,627.50
  - October-February: Adjusted billing
- Deschutes Valley Park:
  - March-September: \$813.00
  - October-February: Adjusted billing
- Future Restroom at Tumwater Hill Park:
  - March-September: \$813.00
  - October-February: Adjusted billing
- Future Restroom at Barclift Park:
  - March-September: \$813.00
  - October-February: Adjusted billing

**The above includes:**

- Seasonal heavy cleaning
- All cleaning supplies and COVID-19 disinfectants.
- Services to be performed early mornings
- Gates and restrooms unlocked by sunrise
- Working around City of Tumwater's schedule and anticipated special events and functions.

"Exhibit A-1"  
Scope of Services

- Adjustments of scheduled cleaning and billing depending on season.
- Notification of damage or vandalism/take pictures and send to Parks & Facilities Manager and Parks Maintenance Supervisor.

City of Tumwater will supply all paper products, maintain dispensers, and fixtures.

2<sup>nd</sup> run on parks during events will be billed at an agreed amount at the time of service with Parks and Facilities Manager.

**Tumwater Golf Course Maintenance Shop**  
**4611 Tumwater Valley Drive**

**Daily Services:**

We will provide the following services one time per week:

1. Empty all waste and recycle receptacles located throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove all water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors(concrete) surfaces including: restroom, kitchen/lunchroom, Managers office and entryways.
4. Vacuum floor mats.

**Cost of Services: \$52.50 per hour. Time varies between 1.5 and 2 hours.**

=====

**Year 1 - 2022:**

City Hall:	\$43,788
Police Department:	\$20,040
Public Works:	\$15,948
Fire Department T1:	\$14,928

"Exhibit A-1"  
Scope of Services

Library:	\$32,484
Parks & Facilities:	\$13,200
Old Town Center:	\$15,960
<u>Fire Department T2:</u>	<u>\$ 4,944</u>
<b>Total:</b>	<b>\$161,292</b>
<b>+3% Year 2 - 2023:</b>	<b>\$166,131</b>
<b>+3% Year 3 - 2024:</b>	<b>\$171,115</b>

**Additional Monthly Costs for COVID-19 Disinfecting:**

City Hall/Police Dep't:	\$620.40
Public Works:	\$199.75
Fire Department - T1:	\$199.75
Library:	\$199.75
Parks & Facilities:	\$199.75
Old Town Center:	\$199.75
<u>Fire Department - T2:</u>	<u>\$199.75</u>
<b>Total:</b>	<b>\$1,818.90</b>

**NOTE: When COVID-19 disinfecting is no longer required, disinfecting all high-touch areas (not included in daily services) with appropriate chemicals would be continued daily at a lower cost.**

# ACORD™ INSURANCE BINDER

 DATE  
03/16/22

**THIS BINDER IS A TEMPORARY INSURANCE CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE REVERSE SIDE OF THIS FORM.**

PRODUCER		PHONE (A/C, No, Ext): 360-753-6357	COMPANY		BINDER #
		FAX (A/C, No): 360-753-6346	Allstate Insurance Company		
Teri Bangart Allstate Insurance 1226 State Ave NE Olympia, WA 98506			EFFECTIVE DATE 03/23/22		EXPIRATION DATE 30 days from Effective Date
			TIME 12:01 am STD		TIME 12:01 AM NOON
CODE: AGENCY CUSTOMER ID:			SUB CODE: THIS BINDER IS ISSUED TO EXTEND COVERAGE IN THE ABOVE NAMED COMPANY PER EXPIRING POLICY #:		
INSURED Bobbie Whitaker 3226 Libby Rd NE Olympia, WA 98506			DESCRIPTION OF OPERATIONS/VEHICLES/PROPERTY (Including Location)		

## COVERAGES

## LIMITS

TYPE OF INSURANCE	COVERAGE/FORMS	DEDUCTIBLE	COINS %	AMOUNT
<b>PROPERTY</b> CAUSES OF LOSS <input type="checkbox"/> BASIC <input type="checkbox"/> BROAD <input type="checkbox"/> SPEC <input type="checkbox"/> Homeowners	Liability Limit \$ Medical Limit \$ Dwelling Private Structures Personal Property Loss of Use	\$ Hurricane: \$		\$ \$ \$ \$
<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	648751758 03/23/2022-03/23/2023 RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG		\$ 1000000 \$ 10000 \$ 10000 \$ 1000000 \$ 2000000 \$ 2000000
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	648751761 03/23/2022-03/23/2023	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE MEDICAL PAYMENTS PERSONAL INJURY PROT UNINSURED MOTORIST		\$ 1000000 \$ 1000000 \$ 1000000 \$ 1000000 \$ 5000 \$ \$ 1000000 \$
<b>AUTO PHYSICAL DAMAGE</b> DEDUCTIBLE <input checked="" type="checkbox"/> COLLISION: 1000 <input checked="" type="checkbox"/> OTHER THAN COL: 100	<input type="checkbox"/> ALL VEHICLES <input checked="" type="checkbox"/> SCHEDULED VEHICLES	<input checked="" type="checkbox"/> ACTUAL CASH VALUE <input type="checkbox"/> STATED AMOUNT <input type="checkbox"/> OTHER		\$ \$ \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO		AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGATE		\$ \$ \$ \$
<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	RETRO DATE FOR CLAIMS MADE:	EACH OCCURRENCE AGGREGATE SELF-INSURED RETENTION WC STATUTORY LIMITS		\$ \$ \$ \$
<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b>		E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		\$ \$ \$
<b>SPECIAL CONDITIONS/ OTHER COVERAGES</b>		FEES TAXES ESTIMATED TOTAL PREMIUM		\$ \$ \$

## NAME &amp; ADDRESS

City of Tumwater 555 Israel Rd SW Tumwater, WA 98501	MORTGAGEE LOSS PAYEE	ADDITIONAL INSURED LOAN # AUTHORIZED REPRESENTATIVE <i>Nicole Romano</i>

## CONDITIONS

This Company binds the kind(s) of insurance stipulated on the reverse side. The Insurance is subject to the terms, conditions and limitations of the policy(ies) in current use by the Company.

This binder may be cancelled by the Insured by surrender of this binder or by written notice to the Company stating when cancellation will be effective. This binder may be cancelled by the Company by notice to the Insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.

### Applicable in California

When this form is used to provide insurance in the amount of one million dollars (\$1,000,000) or more, the title of the form is changed from "Insurance Binder" to "Cover Note".

### Applicable in Delaware

The mortgagee or Obligee of any mortgage or other instrument given for the purpose of creating a lien on real property shall accept as evidence of insurance a written binder issued by an authorized insurer or its agent if the binder includes or is accompanied by: the name and address of the borrower; the name and address of the lender as loss payee; a description of the insured real property; a provision that the binder may not be canceled within the term of the binder unless the lender and the insured borrower receive written notice of the cancellation at least ten (10) days prior to the cancellation; except in the case of a renewal of a policy subsequent to the closing of the loan, a paid receipt of the full amount of the applicable premium, and the amount of insurance coverage.

Chapter 21 Title 25 Paragraph 2119

### Applicable in Florida

Except for Auto Insurance coverage, no notice of cancellation or nonrenewal of a binder is required unless the duration of the binder exceeds 60 days. For auto insurance, the insurer must give 5 days prior notice, unless the binder is replaced by a policy or another binder in the same company.

### Applicable in Nevada

Any person who refuses to accept a binder which provides coverage of less than \$1,000,000.00 when proof is required: (A) Shall be fined not more than \$500.00, and (B) is liable to the party presenting the binder as proof of insurance for actual damages sustained therefrom.

CUSTOMER NUMBER: 1261179

RUN DATE: 01-25-22

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA, WA 98506-4235

BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA, WA 98506-2985

# Go green. Go paperless.

Switch to **Paperless Delivery**\* and help reduce your carbon footprint. View your policy and billing documents, notifications and confirmations of payments online.

Register now through **Commercial My Account**  
on Allstate.com

\*State exceptions may apply



IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD, SUITE D2W  
NORTHBROOK, IL 60062

DATE: 01/25/2022

BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA WA 985062985

POLICY NUMBER: 648751761  
EFFECTIVE DATE OF RENEWAL: 03/23/2022

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA WA 98506-4235  
(360)753-6357

XM CW 10 02 12

Allstate Insurance Company

ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD  
BUILDING D2W  
NORTHBROOK IL 60062

## NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: B0421

BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA WA 98506-2985

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA WA 98506-4235

Policy No.: 648751761  
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE  
Date of Expiration: 03/23/2022; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: you may see an increase in your premium.

The renewal premium is: \$2247

The premium is due on or before: 3/23/2022

Named Insured

BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA WA 98506-2985

Date Mailed:  
23rd day of February, 2022

AUTHORIZED REPRESENTATIVE

**Thank you for being a loyal Allstate Insurance Company customer – we're delighted to have you with us!**

Dear Valued Customer,

**Here's Your Allstate Business Insurance Renewal Offer**

We're pleased to offer to continue your Allstate policy for another twelve months, so you can keep getting:

- Quality coverage at competitive prices
- Access to our knowledgeable, helpful agent network
- The peace of mind of knowing your insurance provider is one of the most experienced in the industry

**What's In This Package?**

This package contains your insurance documents, including your Renewal Declarations Page—which lists your coverages, coverage limits, premiums and any discounts you're receiving. You'll want to review the Declarations Page to make sure you're comfortable with the coverage choices you've made. Keep in mind that policy documents may change, so you should carefully review them at each renewal.

**Your Billing And Renewing**

We will send you a payment notice in a separate mailing, which will list several convenient payment options. Please mail your payment to us by the due date indicated to ensure that you're protected.

*Renewing your coverage is simple*—just make sure we receive the required premium payment when it's due.

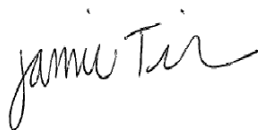
**Have Questions?**

Feel free to give your Allstate representative a call if you have any questions or if you see something that needs updating—coverages, limits, deductibles. Your Allstate representative will be happy to provide you with any additional information.

**We Appreciate Your Business**

Thank you for choosing Allstate. We appreciate the opportunity to help you protect what you have today and help prepare you for the future.

Sincerely,



Jamie Trish  
President  
Allstate Business Insurance  
Allstate Insurance Company

Enclosures

XM CW 02 12 19

**IMPORTANT NOTICE – PLEASE READ IT CAREFULLY**

# Important Notice

## *Rating Procedures and Practices*

Many factors play a role in determining rates for insurance policies. In an effort to keep insurance costs as competitive as possible for the greatest number of policyholders, we consider the information contained in credit reports when determining our customers' insurance rates.

With this in mind, and as permitted by law, we considered your personal credit report as part of the rate determination for your sole proprietorship or individually owned company. Based on information contained in this credit report, your overall rate is not the lowest possible rate. But please rest assured that we are offering you the lowest rate we can based on the information available to us.

Our decision does not necessarily suggest a problem with your credit report, but it may be a good idea to check your report. In many instances, consumers must pay a fee to obtain a copy of their credit report. But because we've already ordered your report and made this decision, Section 612 of the Fair Credit Reporting Act entitles you to a free copy. You may request a free copy of your credit report from the consumer reporting agency that provided us with the report.

You also have the right, under Section 611 of the Fair Credit Reporting Act, to dispute with the consumer reporting agency the accuracy or completeness of any information in the consumer report furnished by the agency. To take advantage of these rights, be sure to request a copy of your credit report within 60 days.

Please keep in mind that the consumer reporting agency did not decide that you do not qualify for the lower rate, so it will be unable to provide you with any specific reasons regarding our decision.

You may contact the consumer reporting agency at

Trans Union National Disclosure Center  
2 Baldwin Place  
PO Box 1000  
Chester, PA 19022  
Phone: (888) 503-0048

If you have any questions regarding this notice or your policy in general, please contact your Allstate representative.

**Policy Number**  
**648751761**

**COMMON POLICY DECLARATIONS**

**Allstate Insurance Company**

2775 Sanders Road, Northbrook, IL 60062

**A STOCK INSURANCE COMPANY**

<b>Item 1.</b>	<b>Named Insured and Mailing Address</b>	<b>Agent Name and Address</b>
	BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985	TERI BANGART INSURANCE AGENCY LLC 1226 STATE AVE NE OLYMPIA WA 98506-4235
<b>Item 2.</b>	<b>Policy Period</b>	<b>From: 03-23-2022 To: 03-23-2023</b>
	<b>at 12:01 A.M., Standard Time at your mailing address shown above.</b>	
<b>Item 3.</b>	<b>Business Description:</b> COMMERCIAL CLEANING	
	<b>Form of Business:</b> INDIVIDUAL	
<b>Item 4.</b>	In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
	This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
	<b>Coverage Part(s)</b>	<b>Premium</b>
	Commercial Property Coverage Part	
	Commercial General Liability Coverage Part	
	Crime and Fidelity Coverage Part	
	Commercial Inland Marine Coverage Part	
	Commercial Auto (Business or Truckers) Coverage Part	\$ 2,247.00
	Commercial Garage Coverage Part	
	Terrorism Risk Insurance Act Coverage	
	<b>Total Policy Premium</b>	\$ 2,247.00
<b>Item 5.</b>	<b>Forms and Endorsements</b>	
	Form(s) and Endorsement(s) made a part of this policy at time of issue:	
	<b>See Schedule of Forms and Endorsements</b>	

**SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS**

Countersigned:

Date: 01-25-22

By: TERI BANGART INSURANCE AGENCY  
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

**DM CW 02 01 10**

Allstate Insurance Company

## Important Payment Information – Please Read Carefully.

### Total Premium for the Policy Period

<b>If you pay in installments*</b>	\$2,247.00
<b>If you pay in full (includes FullPay® Discount)**</b>	\$1,990.00

### Choose one of the following types of payment plans that best meets your needs:

- \* **Pay in installments.** You will be sent a bill each month. The minimum amount due on each billing statement will include a \$6.00 installment fee. The installment fee may vary by payment method – see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.
- \*\* **Pay your premium in full and receive the FullPay® Discount.** The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

## Ways to pay

- **Pay using the Allstate® Easy Pay Plan.** You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount – contact your Allstate representative.)
- **Pay using Recurring Credit Card (RCC).** You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$6.00 installment fee for each Recurring Credit Card payment.
- **Call or Visit your Allstate Agent or Send by Mail.** You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

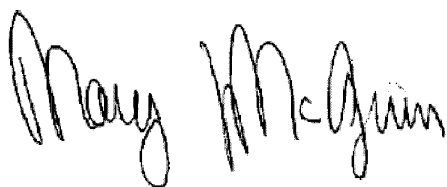
**Note:** If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

POLICY NUMBER: 648751761

MULTILINE  
AM CW 02 11 09

**WITNESS CLAUSE**

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois



Mary Jovita McGinn

Secretary



Thomas J. Wilson

President

Countersigned by : TERI BANGART INSURANCE AGENCY , Authorized Representative

AM CW 02 11 09

Allstate Insurance Company

## Your Allstate Agency

Allstate relies on thousands of local agencies to assist customers with their insurance decision-making process by providing customers with information and high quality service. These agencies represent Allstate and provide numerous services to customers on its behalf. Agencies are paid a commission by the company for selling and servicing Allstate's insurance policies and may be eligible to receive additional compensation and rewards based on performance.



**Policy Number**  
**648751761**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Allstate Insurance Company**

**Named Insured** BOBBIE WHITAKER

**Effective Date:** 03-23-22

12:01 A.M., Standard Time

**Agent Name** TERI BANGART INSURANCE AGENCY LLC

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 02	01-10	COMMON POLICY DECLARATIONS
XM CW 13	02-15	IMPORTANT PAYMENT INFORMATION
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 01 46	08-10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 23	11-13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 98	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 03	09-08	CALCULATION OF PREMIUM

AUTOMOBILE FORMS AND ENDORSEMENTS

AA CW 01	10-12	AMENDATORY ENDORSEMENT
AA CW 10	10-11	AMENDATORY ENDORSEMENT
DA CW 01	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 20 01	10-13	ADDL INSD-LESSOR
CA 23 92	10-13	WASHINGTON EXCLUSION OF TERRORISM
CA 23 94	10-13	SILICA/SILICA-RELATED EXCL FOR COVRD AU
CA 01 35	10-13	WASHINGTON CHANGES
AA CW 20	10-11	BUSINESS AUTO ENHANCEMENT ENDORSEMENT CW
CA 21 34	10-13	WA UNDERINSURED MOTORISTS COVERAGE
CA 23 01	10-13	EXPLOSIVES
CA 23 45	11-16	PUBLIC LIVERY & ON-DEMAND DELIVRY EXCL
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 17	10-13	INDIVIDUAL NAMED INSURED

COMMERCIAL AUTO  
 COMMERCIAL GENERAL LIABILITY  
 CRIME AND FIDELITY  
 COMMERCIAL PROPERTY  
 COMMERCIAL INLAND MARINE  
 COMMERCIAL LIABILITY UMBRELLA  
 COMMERCIAL EXCESS LIABILITY  
 XM WA 77 12 19

### **Important Notice – Customer-Requested Cancellation**

**When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.**

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.7. of the Common Policy Conditions (IL 01 46). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an **administrative fee also known as a short-rate fee, as allowed by applicable law.**

*The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:*

*An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).*

*Annual Policy Premium:    \$1,200            30 days of coverage*

*Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)*

*Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)*

*\$1,200 x .826 = \$991.00 Return Premium*

## WASHINGTON COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

The conditions in this endorsement replace any similar conditions in the policy that are less favorable to the insured.

### A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by notifying us or the insurance producer in one of the following ways:

- a. Written notice by mail, fax or e-mail;
- b. Surrender of the policy or binder; or
- c. Verbal notice.

Upon receipt of such notice, we will cancel this policy or any binder issued as evidence of coverage, effective on the later of the following:

- a. The date on which notice is received or the policy or binder is surrendered; or
- b. The date of cancellation requested by the first Named Insured.

2. We may cancel this policy by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for the cancellation, to the last mailing address known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- b. 45 days before the effective date of cancellation if we cancel for any other reason;

except as provided in Paragraphs 3. and 4. below.

3. We may cancel the Commercial Property Coverage Part and the Capital Assets Program (Output Policy) Coverage Part, if made a part of this policy, by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation at least five days before the effective date of cancellation for any structure where two or more of the following conditions exist:

- a. Without reasonable explanation, the structure is unoccupied for more than 60 consecutive days, or at least 65% of the rental units are unoccupied for more than 120 consecutive days, unless the structure is maintained for seasonal occupancy or is under construction or repair;
- b. Without reasonable explanation, progress toward completion of permanent repairs to the structure has not occurred within 60 days after receipt of funds following satisfactory adjustment or adjudication of loss resulting from a fire;
- c. Because of its physical condition, the structure is in danger of collapse;
- d. Because of its physical condition, a vacation or demolition order has been issued for the structure, or it has been declared unsafe in accordance with applicable law;
- e. Fixed and salvageable items have been removed from the structure, indicating an intent to vacate the structure;
- f. Without reasonable explanation, heat, water, sewer and electricity are not furnished for the structure for 60 consecutive days; or
- g. The structure is not maintained in substantial compliance with fire, safety and building codes.

4. If:
- a. You are an individual;
  - b. A covered auto you own is of the "private passenger type"; and
  - c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;
- we may cancel the Commercial Automobile Coverage Part by mailing or delivering to the first Named Insured and the first Named Insured's agent or broker written notice of cancellation, including the actual reason for cancellation, to the last mailing address known to us:
- a. At least 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b. At least 10 days before the effective date of cancellation for any other reason if the policy is in effect less than 30 days; or
  - c. At least 20 days before the effective date of cancellation for other than nonpayment if the policy is in effect 30 days or more; or
  - d. At least 20 days before the effective date of cancellation if the policy is in effect for 60 days or more or is a renewal or continuation policy, and the reason for cancellation is that your driver's license or that of any driver who customarily uses a covered "auto" has been suspended or revoked during policy period.
5. We will also mail or deliver to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of cancellation, prior to the effective date of cancellation. If cancellation is for reasons other than those contained in Paragraph A.3. above, this notice will be the same as that mailed or delivered to the first Named Insured. If cancellation is for a reason contained in Paragraph A.3. above, we will mail or deliver this notice at least 20 days prior to the effective date of cancellation.
6. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

7. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be at least 90% of the pro rata refund unless the following applies:

- a. For Division Two – Equipment Breakdown, if the first Named Insured cancels, the refund will be at least 75% of the pro rata refund.

b. If:

- (1) You are an individual;
  - (2) A covered auto you own is of the "private passenger type";
  - (3) The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards; and
  - (4) The first Named Insured cancels;
- the refund will be not less than 90% of any unearned portion not exceeding \$100, plus 95% of any unearned portion over \$100 but not exceeding \$500, and not less than 97% of any unearned portion in excess of \$500.

The cancellation will be effective even if we have not made or offered a refund.

8. If notice is mailed, proof of mailing will be sufficient proof of notice.

## B. Changes

The policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

## C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

## D. Inspection And Surveys

- 1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- a. Are safe or healthful; or
- b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

#### **E. Premiums**

The first Named Insured shown in the Declarations:

- 1. Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

#### **F. Transfer Of Your Rights And Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual Named Insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

#### **G. Nonrenewal**

1. We may elect not to renew this policy by mailing or delivering written notice of nonrenewal, stating the reasons for nonrenewal, to the first Named Insured and the first Named Insured's agent or broker, at their last mailing addresses known to us. We will also mail to any mortgage holder, pledgee or other person shown in this policy to have an interest in any loss which may occur under this policy, at their last mailing address known to us, written notice of nonrenewal. We will mail or deliver these notices at least 45 days before the:

- a. Expiration of the policy; or
- b. Anniversary date of this policy if this policy has been written for a term of more than one year.

Otherwise, we will renew this policy unless:

- a. The first Named Insured fails to pay the renewal premium after we have expressed our willingness to renew, including a statement of the renewal premium, to the first Named Insured and the first Named Insured's insurance agent or broker, at least 20 days before the expiration date;
- b. Other coverage acceptable to the insured has been procured prior to the expiration date of the policy; or
- c. The policy clearly states that it is not renewable and is for a specific line, subclassification, or type of coverage that is not offered on a renewable basis.

2. If:

- a. You are an individual;
- b. A covered auto you own is of the "private passenger type"; and
- c. The policy does not cover garage, automobile sales agency, repair shop, service station or public parking place operations hazards;

the following applies to nonrenewal of the Commercial Automobile Coverage Part in place of **G.1.**:

- a. We may elect not to renew or continue this policy by mailing or delivering to you and your agent or broker written notice at least 20 days before the end of the policy period, including the actual reason for nonrenewal. If the policy period is more than one year, we will have the right not to renew or continue it only at an anniversary of its original effective date. If we offer to renew or continue and you do not accept, this policy will terminate at the end of the current policy period. Failure to pay the required renewal or continuation premium when due shall mean that you have not accepted our offer.
- b. We will not refuse to renew Liability Coverage or Collision Coverage solely because an "insured" has submitted claims under Comprehensive Coverage or Towing And Labor Coverage.
- c. If we fail to mail or deliver proper notice of nonrenewal and you obtain other insurance, this policy will end on the effective date of that insurance.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WASHINGTON CHANGES – DEFENSE COSTS**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART – LEGAL LIABILITY COVERAGE FORM  
 COMMERCIAL PROPERTY COVERAGE PART – MORTGAGEHOLDER'S ERRORS AND OMISSIONS  
 COVERAGE FORM  
 ELECTRONIC DATA LIABILITY COVERAGE PART  
 FARM COVERAGE PART  
 FARM UMBRELLA LIABILITY POLICY  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCT WITHDRAWAL COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
 UNDERGROUND STORAGE TANK COVERAGE PART

**A.** The provisions of Paragraph **B.** are added to all Insuring Agreements that set forth a duty to defend under:

1. Section **I** of the Commercial General Liability, Commercial Liability Umbrella, Electronic Data Liability, Farm, Liquor Liability, Owners And Contractors Protective Liability, Pollution Liability, Products/Completed Operations Liability, Product Withdrawal, Medical Professional Liability, Railroad Protective Liability and Underground Storage Tank Coverage Parts, Auto Dealers Coverage Form and the Farm Umbrella Liability Policy;
2. Section **II** under the Auto Dealers, Business Auto and Motor Carrier Coverage Forms;
3. Section **III** under the Auto Dealers and Motor Carrier Coverage Forms;
4. Section **A.** Coverage under the Legal Liability Coverage Form; and

**5.** Coverage **C** – Mortgageholder's Liability under the Mortgageholder's Errors And Omissions Coverage Form.

Paragraph **B.** also applies to any other provision in the policy that sets forth a duty to defend.

**B.** If we initially defend an insured ("insured") or pay for an insured's ("insured's") defense but later determine that none of the claims ("claims"), for which we provided a defense or defense costs, are covered under this insurance, we have the right to reimbursement for the defense costs we have incurred.

The right to reimbursement under this provision will only apply to the costs we have incurred after we notify you in writing that there may not be coverage and that we are reserving our rights to terminate the defense or the payment of defense costs and to seek reimbursement for defense costs.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART  
FARM COVERAGE PART  
FARM UMBRELLA LIABILITY POLICY  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1)** With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2)** Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments Coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1)** The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;
- (2)** The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.



2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties;

"Nuclear material" means "source material", "Special nuclear material" or "by-product material";

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for
  - (1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

The following provisions are added:

### What Law Will Apply

This policy is issued in accordance with the laws of Washington and covers property or risk principally located in Washington. Subject to the following paragraph, any and all claims or disputes by an "insured" or between an "insured" and "us" in any way related to this policy shall be governed by the laws of Washington.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, claims or disputes regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the "auto", covered "auto" "accident" or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### Where Lawsuits May Be Brought

Subject to the following two paragraphs any and all lawsuits by an "insured" or between an "insured" and "us" in any way related to this policy shall be brought, heard and decided only in a state or federal court located in Washington. Any and all lawsuits against persons not parties to this lawsuit but involved the sale, administration, performance, or alleged breach of this policy, or involved in any other way with this policy, shall be brought, heard and decided only in a state or federal court located in Washington, provided that such persons are subject to or consent to being sued in the courts specified in this paragraph.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, lawsuits regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may also be brought in the judicial district where that covered loss to the "auto," covered "auto" "accident," or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.

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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDATORY ENDORSEMENT**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Garage Coverage Form  
Truckers Coverage Form  
Motor Carrier Coverage Form

The following condition is added to the Common Policy Conditions:

### **Conditional Reinstatement**

If we mail a cancellation notice because you didn't pay the required premium when due and you then tender payment by check, draft or other remittance which is not honored upon presentation, your policy will terminate on the date and time shown on the cancellation notice and any notice we issue which waives the cancellation or reinstates coverage is void. This means that Allstate will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

# CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

<b>Certificate Holder:</b> TOYOTA MOTOR CREDIT CORP PO BOX 105386 ATLANTA, GA USA 303485386	<b>Named Insured:</b> BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985
--	---

Automobile Liability									
<b>Insurer Name:</b> Allstate Insurance Company									
<b>Policy Number:</b> 648751761									
<input type="checkbox"/>	1 -- Any Auto	<input type="checkbox"/>	2 -- Owned Autos Only	<input type="checkbox"/>	3 -- Owned Priv. Pass. Autos Only				
<input type="checkbox"/>	4 -- Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/>	5 -- Owned Autos Subject to No Fault	<input type="checkbox"/>	6 -- Owned Autos Subject to a Compulsory UM Law				
<input checked="" type="checkbox"/>	7 -- Specifically Described Autos	<input type="checkbox"/>	8 -- Hired Autos Only	<input type="checkbox"/>	9 -- Nonowned Autos Only				
<b>Policy Effective Date :</b> 03-23-2022			<b>Policy Expiration Date:</b> 03-23-2023						
<b>Limits of Insurance:</b>	\$1,000,000		Combined Single Limit (each accident)						
	BI Per Person		BI Per Accident		PD Per Accident				
<b>Description of Operations/Locations/Vehicles/Endorsements/Special Provisions</b>									
<b>Interested Party Type:</b> Additional Insured - Lessor									
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.									

<b>Producer:</b> TERI BANGART INSURANCE AGENCY LLC	
<b>Authorized Representative:</b>	
<b>Date:</b> 01-25-22	

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## ALLSTATE CLAIM REPORTING

To report a claim on your Allstate Business Insurance policy, you may contact your agent for assistance or you may report your claim directly by contacting us at the following phone numbers.

To report a claim for:

Commercial Auto policies: 1(800) 255-7828

POLICY NUMBER: 648751761

COMMERCIAL AUTO

**BUSINESS AUTO DECLARATIONS****ITEM ONE****PRODUCER:**

TERI BANGART INSURANCE AGENCY LLC

**NAMED INSURED:** BOBBIE WHITAKER**MAILING ADDRESS:** 3226 LIBBY RD NE  
OLYMPIA, WA 98506-2985**POLICY PERIOD:** From 03-23-2022 to 03-23-2023 at 12:01 A.M. Standard Time at your  
mailing address shown above**PREVIOUS POLICY NUMBER:** 648751761**FORM OF BUSINESS:**☐

CORPORATION

☐

LIMITED LIABILITY COMPANY

☒

INDIVIDUAL

☐

PARTNERSHIP

☐

OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)

☐ ANNUALLY☐ SEMI-  
ANNUALLY☐ QUARTERLY☐ MONTHLY**ENDORSEMENTS ATTACHED TO THIS POLICY:**

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

**ITEM TWO****Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
COVERED AUTOS LIABILITY	7	\$1,000,000	Combined Single Limit  Per Person/Per Occurrence Property Damage	\$ 1,498.00
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.		
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.		
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.		
AUTO MEDICAL PAYMENTS	7	\$ 5,000 EACH INSURED		\$ 14.00
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.		
UNINSURED MOTORISTS	7	\$1,000,000	Combined Single Limit  Per Person/Per Occurrence Property Damage	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$1,000,000	Combined Single Limit  Per Person/Per Occurrence Property Damage	\$ 251.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.		\$ 195.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.		
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.		\$ 289.00
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.		
TAX/SURCHARGE/FEE				
PREMIUM FOR ENDORSEMENTS				
*ESTIMATED TOTAL PREMIUM				\$ 2,247.00

\*This policy may be subject to final audit.



## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION				TERRITORY		Original Cost New
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)				Town & State Where The Covered Auto Will Be Principally Garaged		
WA1	2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871				LACEY WA		\$25,055
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
WA1	50	S	5,350	11	All Others	011990	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
WA1	\$1,000,000	\$ 1,498					
<b>Total Premium</b>		\$ 1,498					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
WA1	\$ 5,000	\$ 14			\$1,000,000		\$ 251
<b>Total Premium</b>		\$ 14					\$ 251
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement  Premium
WA1	\$ 100	\$ 195			\$ 1,000	\$ 289	
<b>Total Premium</b>		\$ 195				\$ 289	

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS**

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (*i.e.*, repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

<b>COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)</b>			
<b>COVERED AUTOS LIABILITY COVERAGE</b>	<b>STATE</b>	<b>ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE</b>	<b>PREMIUM</b>
Primary Coverage			
Excess Coverage			
<b>TOTAL HIRED AUTO PREMIUM</b>			<b>NOT APPLICABLE</b>

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.		
TOTAL HIRED AUTO PREMIUM				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUM</b>					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment – Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DE- DUCTIBLE FOR EACH COVERED AUTO.				
TOTAL HIRED AUTO PREMIUM						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
TOTAL HIRED AUTO PREMIUMS					

**ITEM FIVE****SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Op- erations And Other Than Social Service Agencies	Number Of Employees		
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM			NOT APPLICABLE

**ITEM SIX****SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

<b>Type Of Risk</b> (Check one): <input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>	
<b>Rating Basis</b> (Check one): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>	
<b>Estimated Yearly</b> (Check One): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage</b>	
<b>Premiums</b>	
<b>Covered Autos Liability</b>	
<b>Personal Injury Protection</b>	
<b>Added Personal Injury Protection</b>	
<b>Property Protection Insurance (Michigan Only)</b>	
<b>Auto Medical Payments</b>	
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	
<b>Comprehensive</b>	
<b>Specified Causes Of Loss</b>	
<b>Collision</b>	
<b>Towing And Labor</b>	

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.



**IMPORTANT NOTICE – PLEASE READ IT CAREFULLY*****About Your Premium***

The State of Washington requires all insurance companies that use individual insurance scores to help determine renewal premiums for personal insurance to (1) update this information no less often than once every three years, and (2) use this updated information when determining customer renewal premiums.

While these requirements do not apply to commercial lines of insurance, Allstate Business Insurance strives to be transparent about the use of credit in determining renewal premium for commercial insurance, and proactive in providing the best rates available to our customers. Accordingly, we have decided to obtain insurance scores at each renewal.

As a result, we're updating your information at this renewal and each renewal moving forward. This could cause a change in your premium. Because we use information from your credit report to help determine your insurance score, we'd like you to know that we reordered your credit report. **Your credit score is not affected by this reorder.**

If your credit report has changed, this could impact your insurance score, which could cause your renewal premium to either increase or decrease. If you have any questions, please contact your Allstate Agent.

## BUSINESS AUTO COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERED AUTOS

Item Two of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

#### A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-fault	Only those "autos" you own that are required to have no-fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have no-fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of the Declarations for which a premium charge is shown (and for Covered Autos Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Non-owned "Autos" Only	Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households but only while used in your business or your personal affairs.

<b>19</b>	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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## **B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols **1, 2, 3, 4, 5, 6** or **19** are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol **7** is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

## **C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Covered Autos Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Covered Autos Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

## **SECTION II – COVERED AUTOS LIABILITY COVERAGE**

### **A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Covered Autos Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

### **1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:
  - (1) The owner or anyone else from whom you hire or borrow a covered "auto".

This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
  - (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
  - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company) or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
  - (5) A partner (if you are a partnership) or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.
- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All court costs taxed against the "insured" in any "suit" against the "insured" we defend. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the "insured".
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-of-state Coverage Extensions

While a covered "auto" is away from the state where it is licensed, we will:

- (1) Increase the Limit of Insurance for Covered Autos Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

#### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph a. above.

#### 6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

#### 7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or

- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

#### 8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

#### 9. Operations

"Bodily injury" or "property damage" arising out of the operation of:

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to or part of a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

#### 10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraph a. or b. above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed;
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

#### 11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment".

Paragraphs b. and c. above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

#### 12. War

"Bodily injury" or "property damage" arising directly or indirectly out of:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

#### 13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

#### C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined resulting from any one "accident" is the Limit Of Insurance for Covered Autos Liability Coverage shown in the Declarations.

All "bodily injury", "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage endorsement, Uninsured Motorists Coverage endorsement or Underinsured Motorists Coverage endorsement attached to this Coverage Part.

### SECTION III – PHYSICAL DAMAGE COVERAGE

#### A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:

##### a. Comprehensive Coverage

From any cause except:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

##### b. Specified Causes Of Loss Coverage

Caused by:

- (1) Fire, lightning or explosion;
- (2) Theft;
- (3) Windstorm, hail or earthquake;
- (4) Flood;
- (5) Mischief or vandalism; or
- (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".

##### c. Collision Coverage

Caused by:

- (1) The covered "auto's" collision with another object; or
- (2) The covered "auto's" overturn.

#### 2. Towing

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

### 3. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

### 4. Coverage Extensions

#### a. Transportation Expenses

We will pay up to \$20 per day, to a maximum of \$600, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

- (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

## B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

### a. Nuclear Hazard

- (1) The explosion of any weapon employing atomic fission or fusion; or
- (2) Nuclear reaction or radiation, or radioactive contamination, however caused.

### b. War Or Military Action

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" due and confined to:

- a. Wear and tear, freezing, mechanical or electrical breakdown.
- b. Blowouts, punctures or other road damage to tires.

This exclusion does not apply to such "loss" resulting from the total theft of a covered "auto".

4. We will not pay for "loss" to any of the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

- b. Any device designed or used to detect speed-measuring equipment, such as radar or laser detectors, and any jamming apparatus intended to elude or disrupt speed-measuring equipment.

- c. Any electronic equipment, without regard to whether this equipment is permanently installed, that reproduces, receives or transmits audio, visual or data signals.

- d. Any accessories used with the electronic equipment described in Paragraph c. above.

5. Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- a. Permanently installed in or upon the covered "auto";
- b. Removable from a housing unit which is permanently installed in or upon the covered "auto";
- c. An integral part of the same unit housing any electronic equipment described in Paragraphs a. and b. above; or
- d. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

6. We will not pay for "loss" to a covered "auto" due to "diminution in value".

## C. Limits Of Insurance

1. The most we will pay for:

- a. "Loss" to any one covered "auto" is the lesser of:

- (1) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
- (2) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

- b. All electronic equipment that reproduces, receives or transmits audio, visual or data signals in any one "loss" is \$1,000, if, at the time of "loss", such electronic equipment is:

- (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;



- (2) Removable from a permanently installed housing unit as described in Paragraph **b.(1)** above; or
  - (3) An integral part of such equipment as described in Paragraphs **b.(1)** and **b.(2)** above.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
  3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

#### **D. Deductible**

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

### **SECTION IV – BUSINESS AUTO CONDITIONS**

The following conditions apply in addition to the Common Policy Conditions:

#### **A. Loss Conditions**

##### **1. Appraisal For Physical Damage Loss**

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

##### **2. Duties In The Event Of Accident, Claim, Suit Or Loss**

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;

- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

b. Additionally, you and any other involved "insured" must:

- (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
- (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
- (4) Authorize us to obtain medical records or other pertinent information.
- (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

c. If there is "loss" to a covered "auto" or its equipment, you must also do the following:

- (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.
- (2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.
- (3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.
- (4) Agree to examinations under oath at our request and give us a signed statement of your answers.

#### **3. Legal Action Against Us**

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Covered Autos Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

#### 4. Loss Payment – Physical Damage Coverages

At our option, we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

#### 5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

### B. General Conditions

#### 1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

#### 2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceals or misrepresents a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

#### 3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

#### 4. No Benefit To Bailee – Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.

### 5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Covered Autos Liability Coverage this Coverage Form provides for the "trailer" is:

- (1) Excess while it is connected to a motor vehicle you do not own; or
- (2) Primary while it is connected to a covered "auto" you own.

- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Covered Autos Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

### 6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. The due date for the final premium or retrospective premium is the date shown as the due date on the bill. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.
- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- (1) The United States of America;
- (2) The territories and possessions of the United States of America;
- (3) Puerto Rico;
- (4) Canada; and
- (5) Anywhere in the world if a covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less,

provided that the "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada, or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

**8. Two Or More Coverage Forms Or Policies Issued By Us**

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us applies to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

**SECTION V – DEFINITIONS**

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means:
  - 1. A land motor vehicle, "trailer" or semitrailer designed for travel on public roads; or

- 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these.

- D. "Covered pollution cost or expense" means any cost or expense arising out of:

- 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
  - (1) Being transported or towed by, handled or handled for movement into, onto or from the covered "auto";
  - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
  - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraph **6.b.** or **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (a) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
  - (b) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.
- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
  2. A sidetrack agreement;
  3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
  4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third party or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; or
6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

An "insured contract" does not include that part of any contract or agreement:

- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
  - b. That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
  - c. That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
  2. Vehicles maintained for use solely on or next to premises you own or rent;
  3. Vehicles that travel on crawler treads;

4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - a. Power cranes, shovels, loaders, diggers or drills; or
  - b. Road construction or resurfacing equipment such as graders, scrapers or rollers;
5. Vehicles not described in Paragraph 1., 2., 3. or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well-servicing equipment; or
  - b. Cherry pickers and similar devices used to raise or lower workers; or
6. Vehicles not described in Paragraph 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
  - a. Equipment designed primarily for:
    - (1) Snow removal;
    - (2) Road maintenance, but not construction or resurfacing; or
    - (3) Street cleaning;
  - b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
  - c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well-servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- M. "Property damage" means damage to or loss of use of tangible property.
- N. "Suit" means a civil proceeding in which:
  1. Damages because of "bodily injury" or "property damage"; or
  2. A "covered pollution cost or expense";
 to which this insurance applies, are alleged.
 

"Suit" includes:

  - a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
  - b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.
- O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- P. "Trailer" includes semitrailer.

POLICY NUMBER: 648751761

COMMERCIAL AUTO  
CA 20 01 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** BOBBIE WHITAKER**Endorsement Effective Date:** 03-23-22**SCHEDULE**

<b>Insurance Company:</b> Allstate Insurance Company	
<b>Policy Number:</b> 648751761	<b>Effective Date:</b> 03-23-2022
<b>Expiration Date:</b> 03-23-2023	
<b>Named Insured:</b> BOBBIE WHITAKER	
<b>Address:</b> 3226 LIBBY RD NE OLYMPIA WA 98506-2985	
<b>Additional Insured (Lessor):</b> TOYOTA MOTOR CREDIT CORP <b>Address:</b> PO BOX 105386 ATLANTA, GA USA 303485386	
<b>Designation Or Description Of "Leased Autos":</b> 2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871	

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	\$1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - You;
  - Any of your "employees" or agents; or
  - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WASHINGTON EXCLUSION OF TERRORISM**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
SINGLE INTEREST AUTOMOBILE PHYSICAL DAMAGE INSURANCE POLICY

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A.** The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury, damage, loss or expense, is enclosed in quotation marks:

**1.** "Terrorism" means activities against persons, organizations or property of any nature:

**a.** That involve the following or preparation for the following:

- (1)** Use or threat of force or violence; or
- (2)** Commission or threat of a dangerous act; or
- (3)** Commission or threat of an act that interferes with or disrupts an electronic, communication, information or mechanical system; and

**b.** When one or both of the following apply:

- (1)** The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
- (2)** It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.

**2.** "Any injury, damage, loss or expense" means any injury, damage, loss or expense covered under any Coverage Form or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "loss", loss of use, rental reimbursement after "loss" or "covered pollution cost or expense", as may be defined under this Coverage Form, Policy or any applicable endorsement.

**B.** Except with respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

### **Exclusion Of Terrorism**

We will not pay for "any injury, damage, loss or expense" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

**1.** The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or



2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions; or
6. Fifty or more persons sustain death or serious physical injury. For the purposes of this provision, serious physical injury means:
  - a. Physical injury that involves a substantial risk of death; or
  - b. Protracted and obvious physical disfigurement; or
  - c. Protracted loss of or impairment of the function of a bodily member or organ.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the thresholds in Paragraphs **B.5.** and **B.6.** are exceeded.

With respect to this exclusion, Paragraphs **B.5.** and **B.6.** describe the thresholds used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

- C. With respect to Physical Damage Coverage, Trailer Interchange Coverage, Garagekeepers Coverage, Garagekeepers Coverage – Customers' Sound Receiving Equipment or the Single Interest Automobile Physical Damage Insurance Policy, the following exclusion is added:

#### **Exclusion Of Terrorism**

We will not pay for any "loss", loss of use or rental reimbursement after "loss" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". **But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":**

1. The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
3. The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials; or
5. The total of insured damage to all types of property exceeds \$25,000,000. In determining whether the \$25,000,000 threshold is exceeded, we will include all insured damage sustained by property of all persons and entities affected by the "terrorism" and business interruption losses sustained by owners or occupants of the damaged property. For the purpose of this provision, insured damage means damage that is covered by any insurance plus damage that would be covered by any insurance but for the application of any terrorism exclusions.

Multiple incidents of "terrorism" which occur within a 72-hour period and appear to be carried out in concert or to have a related purpose or common leadership will be deemed to be one incident, for the purpose of determining whether the threshold in Paragraph **C.5.** is exceeded.

With respect to this exclusion, Paragraph **C.5.** describes the threshold used to measure the magnitude of an incident of "terrorism" and the circumstances in which the threshold will apply, for the purpose of determining whether this exclusion will apply to that incident. When the exclusion applies to an incident of "terrorism", there is no coverage under this Coverage Form, Policy or any applicable endorsement.

**D.** In the event of any incident of "terrorism" that is not subject to the exclusion in Paragraph **B.** or **C.**, coverage does not apply to "any injury, damage, loss or expense" that is otherwise excluded under this Coverage Form, Policy or any applicable endorsement.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**A. The following exclusion is added to **Covered Autos Liability Coverage:****

**Silica Or Silica-related Dust Exclusion For Covered Autos Exposure**

This insurance does not apply to:

1. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
2. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

3. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any "insured" or by any other person or entity.

**B. Additional Definitions**

As used in this endorsement:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WASHINGTON CHANGES**

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The **Employee Indemnification And Employer's Liability** Exclusion applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, the **Employee Indemnification And Employer's Liability** Exclusion is replaced by the following:

#### **Employee Indemnification And Employer's Liability**

This insurance does not apply to "bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or
  - (2) Performing duties related to the conduct of the "insured's" business; or
- b. Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". A domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

### **B. Changes In Physical Damage Coverage**

1. The lead-in to Paragraph B.1. in the Business Auto and Motor Carrier Coverage Forms and Paragraph F.3.a. in the Auto Dealers Coverage Form is replaced by the following:

We will not pay for "loss" caused directly or indirectly by any of the following:

2. The **Limit Of Insurance** provision with respect to repair or replacement resulting in better than like kind or quality is replaced by the following and supersedes any provision to the contrary:

We may deduct for betterment for parts normally subject to repair and replacement during the useful life of the "auto". In this event, deductions shall be limited to the lesser of:

- a. An amount equal to the proportion that the expired life of the part to be repaired or replaced bears to the normal useful life of that part; or
- b. The amount by which the resale value of the "auto" is increased from the repair or replacement.

3. The following is added to the **Limit Of Insurance** provision:

We will not pay for a "loss" which is paid under Underinsured Motorists Coverage.

### C. Changes In Garagekeepers Coverage

If Garagekeepers Coverage in the Auto Dealers Coverage Form is selected or if the Garagekeepers Coverage endorsement or the Garagekeepers Coverage – Customers' Sound Receiving Equipment endorsement is attached, then the exclusion which refers to declared or undeclared war or insurrection is replaced by the following:

We will not pay for "loss" arising directly or indirectly out of the following:

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Changes In General Liability Coverages

With respect to the Auto Dealers Coverage Form:

1. Exclusion **2.d. Employee Indemnification And Employer's Liability** under Paragraph **A. Bodily Injury And Property Damage Liability** applies only to "bodily injury" to any "employee" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

2. With respect to "bodily injury" to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, Exclusion **2.d. Employee Indemnification And Employer's Liability** under Paragraph **A. Bodily Injury And Property Damage Liability** is replaced with the following:

#### d. Employee Indemnification And Employer's Liability Exclusion

This insurance does not apply to "bodily injury" to:

- (1) An "employee" of the "insured" arising out of and in the course of:
  - (a) Employment by the "insured"; or
  - (b) Performing duties related to the conduct of the "insured's" business; or
- (2) Any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

3. Paragraphs **5.a.(1), (2) and (3)** of the **Who Is An Insured** provision apply only to "employees" of the "insured" whose employment is not subject to the Industrial Insurance Act of Washington (Washington Revised Code Title 51).

4. With respect to "employees" of the "insured" whose employment is subject to the Industrial Insurance Act of Washington, Paragraph **5.a.** of the **Who Is An Insured** provision is replaced by the following:

- a. "Bodily injury" or "personal and advertising injury":

- (1) To you (if you are an individual), your partners (if you are a partnership), your members (if you are a limited liability company) or a fellow "employee" of the "insured" while in the course of his or her employment or while performing duties related to the conduct of your "auto dealer operations";

- (2) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1) above; or

- (3) Arising out of his or her providing or failing to provide professional health care services.

### E. Changes In Conditions

1. The **Appraisal For Physical Damage Loss** Condition is replaced by the following:

#### Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

Neither we nor you shall be held to have waived any rights by any act relating to appraisal.

2. The **Transfer Of Rights Of Recovery Against Others To Us** Condition is replaced by the following:

**Transfer Of Rights Of Recovery Against Others To Us**

- a. If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us for that payment. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.
- b. We are entitled to a recovery only after the person or organization has been fully compensated for damages by another party.

3. The following is added to the **Legal Action Against Us** Condition:

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail, or certified mail with return receipt requested.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO ENHANCEMENT ENDORSEMENT**

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

#### **D. Physical Damage Coverage for Temporary Substitute and Leased Autos**

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
  - (1) If there is similar insurance provided to that organization; or
  - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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- (4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

**c. Personal Effects Coverage**

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

**5. Lease and Loan Gap Coverage**

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
  - (1) Overdue lease/loan payments at the time of the "loss";
  - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (3) Security deposits not returned by the lessor;

- (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

- (5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

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Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

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POLICY NUMBER: 648751761

COMMERCIAL AUTO  
CA 21 34 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WASHINGTON UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Named Insured:****Endorsement Effective Date:****SCHEDULE**

<b>"Bodily Injury" And "Property Damage":</b>	<b>\$1,000,000</b>	<b>Each "Accident"</b>
<b>Or</b>		
<b>"Bodily Injury":</b>		<b>Each "Accident"</b>

This endorsement provides "bodily injury" and "property damage" Underinsured Motorists Coverage unless an "X" is entered below:

- ☐ If an "X" is entered in this box, this endorsement provides "bodily injury" Underinsured Motorists Coverage only for the following "autos":

**Description Of "Autos":**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" or "property damage" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - c. The Named Insured for "property damage" only.

### C. Exclusions

This insurance does not apply to:

- 1. The benefit of any insurer or self-insurer under any workers' compensation law or any similar disability benefits law.
- 2. The benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" any vehicle owned by that Named Insured or made available for that Named Insured's regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" any vehicle owned by that "family member" or available for that "family member's" regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" any vehicle owned by the Named Insured or made available for the Named Insured's regular use that is insured for Liability Coverage on a primary basis under any other Coverage Form or policy.
- 4. Property contained in or struck by any vehicle owned by or available for the regular use of the Named Insured or any "family member", if the Named Insured is an individual, which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.
- 5. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident" caused by a hit-and-run vehicle as described in Paragraph 5.d. of the definition of "underinsured motor vehicle". In all other cases, this insurance does not apply to the first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" or "property damage" to an "insured" while operating or "occupying" a motorcycle or motor driven cycle which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.
- 8. Punitive or exemplary damages.
- 9. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in the Schedule or in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.

## E. Changes In Conditions

The Conditions are changed for Washington Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this provision does not apply if failure to notify us does not prejudice our right to recover payment from the person legally responsible for the "accident".

3. **Legal Action Against Us** is replaced by the following:

### Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within one year after the date on which the cause of action accrues.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail or certified mail with return receipt requested.

**4. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advanced payment.

**5. The following condition is added:**

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. We will pay all arbitration expenses. Arbitration expenses will not include the "insured's" attorney's fees or any expenses incurred in producing evidence or witnesses.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Property damage" means injury to or destruction of the property of an "insured".
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Suit" means a civil proceeding in which:
  - a. Damages because of "bodily injury" or "property damage"; or
  - b. A "covered pollution cost or expense" to which this insurance applies, are alleged.
 "Suit" includes:
  - (1) An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed; or
  - (2) Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident"; or
  - b. For which liability bonds or policies apply at the time of the "accident", but the amount paid under all of the bonds or policies to an "insured" is not enough to pay the full amount an "insured" is legally entitled to recover as damages caused by the "accident"; or
  - c. For which all insuring or bonding companies deny coverage or are or become insolvent; or
  - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

- (2) Cause "bodily injury" or "property damage" with no physical contact with the "insured" or the vehicle the "insured" was "occupying" at the time of the "accident", provided:
- (a) The facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having an underinsured motorists coverage claim as a result of such "accident"; and
  - (b) Someone reports the "accident" to the police within 72 hours of the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

- (1) For which the Covered Autos Liability Coverage of this Coverage Form applies. However, if the Named Insured is an individual and that Named Insured or any "family member" sustains damages while "occupying", or when struck by, an "auto" which is a covered "auto" for Covered Autos Liability Coverage under this Coverage Form, this exception to this definition of an "underinsured motor vehicle" does not apply to that Named Insured or any such "family member".

- (2) Owned by a governmental unit or agency. This provision does not apply if the governmental unit or agency is unable to pay damages because of financial inability or insolvency.
6. Whenever the terms "uninsured motorists coverage" or "uninsured motor vehicle" appear in the Coverage Form or any endorsements attached to the Coverage Form, they are replaced by the terms "underinsured motorists coverage" and "underinsured motor vehicle" for covered "autos" licensed in, or "auto dealer operations" conducted in, Washington.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXPLOSIVES**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Covered Autos Liability Coverage** is changed by adding the following exclusion:

This insurance does not apply to:

"Bodily injury" or "property damage" caused by the explosion of explosives you make, sell or transport.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PUBLIC OR LIVERY PASSENGER CONVEYANCE AND ON-DEMAND DELIVERY SERVICES EXCLUSION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Changes In Covered Autos Liability Coverage**

The following exclusion is added:

#### **Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **B. Changes In Physical Damage Coverage**

The following exclusion is added:

We will not pay for "loss" to any covered "autos" while being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **C. Changes In Auto Medical Payments**

If Auto Medical Payments Coverage is attached, then the following exclusion is added:

#### **Public Or Livery Passenger Conveyance and On-demand Delivery Services**

This insurance does not apply to:

"Bodily injury" sustained by an "insured" "occupying" a covered "auto" while it is being used:

1. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
2. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

### **D. Changes In Uninsured And/OR Underinsured Motorists Coverage**

1. If Uninsured and/or Underinsured Motorists Coverage is attached, and:

- a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
- b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.



## **2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

## **E. Changes In Personal Injury Protection Coverage**

1. If Personal Injury Protection, no-fault or other similar coverage is attached, and:
  - a. Contains, in whole or in part, a public or livery exclusion, then the following exclusion in Paragraph 2. does not apply.
  - b. Does not contain a public or livery exclusion, then the following exclusion in Paragraph 2. is added.

## **2. Public Or Livery Passenger Conveyance And On-demand Delivery Services**

This insurance does not apply to any covered "auto" while being used:

- a. As a public or livery conveyance for passengers. This includes, but is not limited to, any period of time a covered "auto" is being used by an "insured" who is logged into a "transportation network platform" as a driver, whether or not a passenger is "occupying" the covered "auto"; or
- b. By an "insured" who is logged into a "transportation network platform" or "delivery network platform" as a driver to provide "delivery services", whether or not the goods, items or products to be delivered are in the covered "auto".

## **F. Additional Definitions**

As used in this endorsement:

1. "Delivery network platform" means an online-enabled application or digital network, used to connect customers:
  - a. With drivers; or
  - b. With local vendors using drivers; for the purpose of providing prearranged "delivery services" for compensation. A "delivery network platform" does not include a "transportation network platform".
2. "Delivery services" includes courier services.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AUTO MEDICAL PAYMENTS COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **A. Coverage**

We will pay reasonable expenses incurred for necessary medical and funeral services to or for an "insured" who sustains "bodily injury" caused by "accident". We will pay only those expenses incurred, for services rendered within three years from the date of the "accident".

### **B. Who Is An Insured**

1. You while "occupying" or, while a pedestrian, when struck by any "auto".
2. If you are an individual, any "family member" while "occupying" or, while a pedestrian, when struck by any "auto".
3. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, loss or destruction.

### **C. Exclusions**

This insurance does not apply to any of the following:

1. "Bodily injury" sustained by an "insured" while "occupying" a vehicle located for use as a premises.
2. "Bodily injury" sustained by you or any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by you or furnished or available for your regular use.

3. "Bodily injury" sustained by any "family member" while "occupying" or struck by any vehicle (other than a covered "auto") owned by or furnished or available for the regular use of any "family member".
4. "Bodily injury" to your "employee" arising out of and in the course of employment by you. However, we will cover "bodily injury" to your domestic "employees" if not entitled to workers' compensation benefits. For the purposes of this endorsement, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.
5. "Bodily injury" to an "insured" while working in a business of selling, servicing, repairing or parking "autos" unless that business is yours.
6. "Bodily injury" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

7. "Bodily injury" to anyone using a vehicle without a reasonable belief that the person is entitled to do so.
8. "Bodily Injury" sustained by an "insured" while "occupying" any covered "auto" while used in any professional racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply to any "bodily injury" sustained by an "insured" while the "auto" is being prepared for such a contest or activity.

#### D. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for "bodily injury" for each "insured" injured in any one "accident" is the Limit Of Insurance for Auto Medical Payments Coverage shown in the Declarations.

No one will be entitled to receive duplicate payments for the same elements of "loss" under this coverage and any Liability Coverage Form, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

#### E. Changes In Conditions

The **Conditions** are changed for **Auto Medical Payments Coverage** as follows:

1. The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply.
2. The reference in **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form to "other collectible insurance" applies only to other collectible auto medical payments insurance.

#### F. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.
2. "Occupying" means in, upon, getting in, on, out or off.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## INDIVIDUAL NAMED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

If you are an individual, the policy is changed as follows:

### A. Changes In Covered Autos Liability Coverage

1. The Fellow Employee Exclusion does not apply to "bodily injury" to your or any "family member's" fellow "employees".

#### 2. Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under **Covered Autos Liability Coverage**:

- a. The following is added to the **Who Is An Insured** provision:

"Family members" are "insureds" for any covered "auto" you own of the "private passenger type" and any other "auto" described in Paragraph **2.b.** of this endorsement.

- b. Any "auto" you don't own is a covered "auto" while being used by you or by any "family member" except:

- (1) Any "auto" owned by any "family members".
- (2) Any "auto" furnished or available for your or any "family member's" regular use.
- (3) Any "auto" used by you or by any of your "family members" while working in a business of selling, servicing, repairing or parking "autos".
- (4) Any "auto", other than an "auto" of the "private passenger type", used by you or any of your "family members" while working in any other business or occupation.

- c. The Pollution Exclusion and, if forming a part of the policy, the Nuclear Energy Liability Exclusion (Broad Form), do not apply to any covered "auto" of the "private passenger type".

- d. The following exclusion is added and applies only to "private passenger type" covered "autos":

This insurance does not apply to:

"Bodily injury" or "property damage" for which an "insured" under the policy is also an "insured" under a nuclear energy liability policy or would be an "insured" but for its termination upon its exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or any of their successors. This exclusion does not apply to "autos" registered or principally garaged in New York.

### B. Changes In Physical Damage Coverage

#### Personal Auto Coverage

If any "auto" you own of the "private passenger type" is a covered "auto" under Physical Damage Coverage, a "non-owned auto" will also be considered a covered "auto". However, the most we will pay for "loss" to a "non-owned auto" which is a "trailer" is \$500.

### C. Additional Definitions

As used in this endorsement:

1. "Family member" means a person related to you by blood, marriage or adoption who is a resident of your household, including a ward or foster child.

2. The words "you" and "your" include your spouse if a resident of the same household except for notice of cancellation.
3. When the phrase "private passenger type" appears in quotation marks it includes any covered "auto" you own of the pickup or van type not used for business purposes, other than farming or ranching.
4. "Non-owned auto" means any "private passenger type" "auto", pickup, van or "trailer" not owned by or furnished or available for the regular use of you or any "family member", while it is in the custody of or being operated by you or any "family member".

# WASHINGTON INSURANCE IDENTIFICATION CARD

COMPANY NUMBER	<input checked="" type="checkbox"/> COMPANY	<input type="checkbox"/> PERSONAL
19232	Allstate Insurance Company	
POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE
648751761	03-23-2022	03-23-2023
YEAR	MAKE/MODEL	VEHICLE IDENTIFICATION NUMBER
2012	TOYOTA TACOMA 4X4	5TFUU4EN1CX046871
AGENCY/COMPANY ISSUING CARD		
TERI BANGART INSURANCE AGENCY LLC		
1226 STATE AVE NE		
OLYMPIA, WA 98506-4235		
AGENCY TELEPHONE NUMBER: 360-753-6357		COMPANY TELEPHONE NUMBER: 1-800-255-7828

INSURED  
BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA, WA 98506-2985

IDCARDWA 10-11  
SEE IMPORTANT NOTICE ON REVERSE SIDE

# WASHINGTON INSURANCE IDENTIFICATION CARD

COMPANY NUMBER		COMPANY	<input checked="" type="checkbox"/> COMMERCIAL	<input type="checkbox"/> PERSONAL
VOID		VOID		
POLICY NUMBER		EFFECTIVE DATE	EXPIRATION DATE	
VOID		VOID	VOID	
YEAR	MAKE/MODEL		VEHICLE IDENTIFICATION NUMBER	
VOID	VOID		VOID	
AGENCY/COMPANY ISSUING CARD				
VOID				
VOID				
VOID				
VOID				
AGENCY TELEPHONE NUMBER: VOID		COMPANY TELEPHONE NUMBER: 1-800-255-7828		

INSURED		
VOID		VOID
VOID		VOID
VOID		VOID
VOID		VOID
VOID		VOID
VOID		VOID
	VOID	VOID
	SEE IMPORTANT NOTICE ON RE	

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your  
Agent/Company  
as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

THIS CARD MUST BE KEPT IN THE INSURED  
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your  
Agent/Company  
as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

CUSTOMER NUMBER: 1261179

RUN DATE: 01-25-22

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA, WA 98506-4235

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA, WA 98506-4235



IMPORTANT NOTICE ABOUT YOUR RENEWAL OFFER

ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD, SUITE D2W  
NORTHBROOK, IL 60062

DATE: 01/25/2022

BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA WA 985062985

POLICY NUMBER: 648751761  
EFFECTIVE DATE OF RENEWAL: 03/23/2022

Dear Policyholder,

Thank you for being a valued Allstate Insurance Company customer. We hope you are completely satisfied with everything Allstate has to offer.

We want to let you know about a change related to your policy. Please note that with this renewal offer, your current annual premium will be increasing. Please see the **Notice of Policy Conditional Renewal** accompanying this letter.

While we know this isn't welcome news, we also want you to know that there are ways you can help manage your insurance costs without sacrificing quality Allstate Insurance Company coverage. For example, some of the ways you may be able to maintain or even reduce your premium include:

- Reviewing your coverages and determining whether or not any changes are needed
- Adjusting your deductible

So we encourage you to contact your Allstate Insurance Company representative to discuss whether any of these suggestions will work for you.

We know that insurance costs are extremely important to you, and it's one of our goals to help you manage those costs while always keeping you in Good Hands®. Thank you for choosing Allstate Insurance Company.

Sincerely,

Customer Service

cc:

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA WA 98506-4235  
(360)753-6357

XM CW 10 02 12

Allstate Insurance Company

ALLSTATE INSURANCE COMPANY  
2775 SANDERS ROAD  
BUILDING D2W  
NORTHBROOK IL 60062

## NOTICE OF POLICY CONDITIONAL RENEWAL

Named Insured & Mailing Address:

Producer: B0421

BOBBIE WHITAKER  
3226 LIBBY RD NE  
OLYMPIA WA 98506-2985

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA WA 98506-4235

Policy No.: 648751761  
Type of Policy: AUTO LIABILITY AND PHYSICAL DAMAGE  
Date of Expiration: 03/23/2022; 12:01 A.M. Local Time at the mailing address of the Named Insured.

This notice is to advise that we are agreeable to renewing this policy subject to the following: you may see an increase in your premium.

The renewal premium is: \$2247

The premium is due on or before: 3/23/2022

Producer

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA WA 98506-4235

Date Mailed:  
23rd day of February, 2022

AUTHORIZED REPRESENTATIVE

**Policy Number**  
**648751761**

**COMMON POLICY DECLARATIONS**

**Allstate Insurance Company**  
2775 Sanders Road, Northbrook, IL 60062  
**A STOCK INSURANCE COMPANY**

<b>Item 1.</b>	<b>Named Insured and Mailing Address</b>	<b>Agent Name and Address</b>
	BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985	TERI BANGART INSURANCE AGENCY LLC 1226 STATE AVE NE OLYMPIA WA 98506-4235
<b>Item 2.</b>	<b>Policy Period</b>	<b>From: 03-23-2022 To: 03-23-2023</b>
	<b>at 12:01 A.M., Standard Time at your mailing address shown above.</b>	
<b>Item 3.</b>	<b>Business Description:</b> COMMERCIAL CLEANING	
	<b>Form of Business:</b> INDIVIDUAL	
<b>Item 4.</b>	In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.	
	This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.	
	<b>Coverage Part(s)</b>	<b>Premium</b>
	Commercial Property Coverage Part	
	Commercial General Liability Coverage Part	
	Crime and Fidelity Coverage Part	
	Commercial Inland Marine Coverage Part	
	Commercial Auto (Business or Truckers) Coverage Part	\$ 2,247.00
	Commercial Garage Coverage Part	
	Terrorism Risk Insurance Act Coverage	
	<b>Total Policy Premium</b>	\$ 2,247.00
<b>Item 5.</b>	<b>Forms and Endorsements</b>	
	Form(s) and Endorsement(s) made a part of this policy at time of issue:	
	<b>See Schedule of Forms and Endorsements</b>	

**SEE THE IMPORTANT PAYMENT INFORMATION FORM FOR DETAILS ABOUT PAYMENT OPTIONS**

Countersigned:

Date: 01-25-22

By: TERI BANGART INSURANCE AGENCY  
Authorized Representative

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

**DM CW 02 01 10**

Allstate Insurance Company

## Important Payment Information – Please Read Carefully.

### Total Premium for the Policy Period

<b>If you pay in installments*</b>	\$2,247.00
<b>If you pay in full (includes FullPay® Discount)**</b>	\$1,990.00

### Choose one of the following types of payment plans that best meets your needs:

- \* **Pay in installments.** You will be sent a bill each month. The minimum amount due on each billing statement will include a \$6.00 installment fee. The installment fee may vary by payment method – see below. You can choose to pay more toward your premium, but the monthly installment fee will still apply.
- \*\* **Pay your premium in full and receive the FullPay® Discount.** The amount to pay in full is shown above and will appear on your initial invoice for renewals only. To qualify for this discount on a new business policy, the policy must be paid in full at the time the policy was bound/issued. To qualify for this discount on a renewal policy, the policy must be paid in full by the effective date of the policy. This discount is not applicable to Umbrella or Excess policies. Other restrictions may apply.

## Ways to pay

- **Pay using the Allstate® Easy Pay Plan.** You can have the payment automatically deducted from your checking account using the Allstate® Easy Pay Plan. There is a \$1.00 installment fee for each Allstate® Easy Pay Plan payment. (You may be eligible for an Allstate® Easy Pay Plan discount – contact your Allstate representative.)
- **Pay using Recurring Credit Card (RCC).** You can have your payment automatically taken from your credit card each month with recurring credit card payments. There is a \$6.00 installment fee for each Recurring Credit Card payment.
- **Call or Visit your Allstate Agent or Send by Mail.** You may pay your bill by mail or contact your Allstate representative to pay using a one-time electronic check, check, credit or branded debit card.
- **On-Line Banking.** Be sure to enter [account number] as the account number and P.O. BOX 4344, Carol Stream, IL 60197-4344 as the payment address.

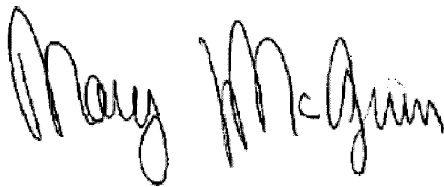
**Note:** If you are on Allstate® Easy Pay Plan or Recurring Credit Card your automatic deductions will be scheduled based on the payment plan currently applied to your policy. You must contact your agent to change your payment plan.

POLICY NUMBER: 648751761

MULTILINE  
AM CW 02 11 09

**WITNESS CLAUSE**

IN WITNESS WHEREOF, Allstate has caused this policy to be signed by its Secretary and its President at Northbrook, Illinois



Mary Jovita McGinn  
Secretary



Thomas J. Wilson  
President

Countersigned by : TERI BANGART INSURANCE AGENCY , Authorized Representative

AM CW 02 11 09

Allstate Insurance Company

**Policy Number**  
**648751761**

**SCHEDULE OF FORMS AND ENDORSEMENTS**

**Allstate Insurance Company**

**Named Insured** BOBBIE WHITAKER

**Effective Date:** 03-23-22

12:01 A.M., Standard Time

**Agent Name** TERI BANGART INSURANCE AGENCY LLC

COMMON POLICY FORMS AND ENDORSEMENTS

DM CW 02	01-10	COMMON POLICY DECLARATIONS
XM CW 13	02-15	IMPORTANT PAYMENT INFORMATION
AM CW 02	11-09	WITNESS CLAUSE
DM CW 12	01-10	SCHEDULE OF FORMS AND ENDORSEMENTS
IL 01 46	08-10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 23	11-13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 98	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION
IL 00 03	09-08	CALCULATION OF PREMIUM

AUTOMOBILE FORMS AND ENDORSEMENTS

AA CW 01	10-12	AMENDATORY ENDORSEMENT
AA CW 10	10-11	AMENDATORY ENDORSEMENT
DA CW 01	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 20 01	10-13	ADDL INSD-LESSOR
CA 23 92	10-13	WASHINGTON EXCLUSION OF TERRORISM
CA 23 94	10-13	SILICA/SILICA-RELATED EXCL FOR COVRD AU
CA 01 35	10-13	WASHINGTON CHANGES
AA CW 20	10-11	BUSINESS AUTO ENHANCEMENT ENDORSEMENT CW
CA 21 34	10-13	WA UNDERINSURED MOTORISTS COVERAGE
CA 23 01	10-13	EXPLOSIVES
CA 23 45	11-16	PUBLIC LIVERY & ON-DEMAND DELIVRY EXCL
CA 99 03	10-13	AUTO MEDICAL PAYMENTS COVERAGE
CA 99 17	10-13	INDIVIDUAL NAMED INSURED

COMMERCIAL AUTO  
 COMMERCIAL GENERAL LIABILITY  
 CRIME AND FIDELITY  
 COMMERCIAL PROPERTY  
 COMMERCIAL INLAND MARINE  
 COMMERCIAL LIABILITY UMBRELLA  
 COMMERCIAL EXCESS LIABILITY  
 XM WA 77 12 19

### **Important Notice – Customer-Requested Cancellation**

**When a mid-term cancellation request is made by the customer, an administrative fee may be applied, as allowed by applicable law.**

Allstate Business Insurance follows industry standards for processing early cancellation requests.

Please refer to paragraph A.7. of the Common Policy Conditions (IL 01 46). If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

Policies cancelled prior to the expiration date, by the first Named Insured, will be subject to an **administrative fee also known as a short-rate fee, as allowed by applicable law.**

*The following is an **example** of the administrative fee calculation, when the refund is less than pro rata:*

*An annual policy with a premium of \$1,200 is cancelled 30 days after the start of the policy. Allstate will collect on the unearned premium (the premium that corresponds to the time period remaining on the policy).*

*Annual Policy Premium:    \$1,200            30 days of coverage*

*Pro rata: .918 (365 days - 30 days coverage = 335 unearned days, divided by 365 days = .918)*

*Short-rate: .826 (pro rata .918 times .90 (10% short rate fee) = .826)*

*\$1,200 x .826 = \$991.00 Return Premium*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/ COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form

The following provisions are added:

### What Law Will Apply

This policy is issued in accordance with the laws of Washington and covers property or risk principally located in Washington. Subject to the following paragraph, any and all claims or disputes by an "insured" or between an "insured" and "us" in any way related to this policy shall be governed by the laws of Washington.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, claims or disputes regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may be governed by the laws of the jurisdiction in which that covered loss to the "auto", covered "auto" "accident" or other covered occurrence happened, only if the laws of that jurisdiction would apply in the absence of a contractual choice of law provision such as this.

### Where Lawsuits May Be Brought

Subject to the following two paragraphs any and all lawsuits by an "insured" or between an "insured" and "us" in any way related to this policy shall be brought, heard and decided only in a state or federal court located in Washington. Any and all lawsuits against persons not parties to this lawsuit but involved the sale, administration, performance, or alleged breach of this policy, or involved in any other way with this policy, shall be brought, heard and decided only in a state or federal court located in Washington, provided that such persons are subject to or consent to being sued in the courts specified in this paragraph.

If a covered loss to the "auto", a covered "auto" "accident" or any other occurrence for which coverage applies under this policy happens outside Washington, lawsuits regarding that covered loss to the "auto," covered "auto" "accident" or other covered occurrence may also be brought in the judicial district where that covered loss to the "auto," covered "auto" "accident," or other covered occurrence happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

All other policy terms, conditions, and exclusions apply.

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POLICY NUMBER: 648751761

COMMERCIAL AUTO

**BUSINESS AUTO DECLARATIONS****ITEM ONE****PRODUCER:**

TERI BANGART INSURANCE AGENCY LLC

**NAMED INSURED:** BOBBIE WHITAKER**MAILING ADDRESS:** 3226 LIBBY RD NE  
OLYMPIA, WA 98506-2985**POLICY PERIOD:** From 03-23-2022 to 03-23-2023 at 12:01 A.M. Standard Time at your  
mailing address shown above**PREVIOUS POLICY NUMBER:** 648751761**FORM OF BUSINESS:**☐

CORPORATION

☐

LIMITED LIABILITY COMPANY

☒

INDIVIDUAL

☐

PARTNERSHIP

☐

OTHER \_\_\_\_\_

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception:

AUDIT PERIOD (IF APPLICABLE)

☐ ANNUALLY☐ SEMI-  
ANNUALLY☐ QUARTERLY☐ MONTHLY**ENDORSEMENTS ATTACHED TO THIS POLICY:**

IL 00 17 – Common Policy Conditions (IL 01 46 in Washington)

IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (IL 01 98 in Washington)

**SEE SCHEDULE OF FORMS AND ENDORSEMENTS**COUNTERSIGNED \_\_\_\_\_ BY \_\_\_\_\_  
(Date) (Authorized Representative)

**ITEM TWO****Schedule Of Coverages And Covered Autos**

This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". **"Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Autos section of the Business Auto Coverage Form next to the name of the coverage.**

COVERAGES	COVERED AUTOS	LIMIT		PREMIUM
COVERED AUTOS LIABILITY	7	\$1,000,000	Combined Single Limit  Per Person/ Per Occurrence Property Damage	\$ 1,498.00
PERSONAL INJURY PROTECTION (or equivalent No-fault Coverage)		SEPARATELY STATED IN EACH P.I.P. ENDORSEMENT MINUS DEDUCTIBLE.		
ADDED PERSONAL INJURY PROTECTION (or equivalent Added No-fault Coverage)		SEPARATELY STATED IN EACH ADDED P.I.P. ENDORSEMENT.		
PROPERTY PROTECTION INSURANCE (Michigan only)		SEPARATELY STATED IN THE PROPERTY PROTECTION INSURANCE ENDORSEMENT MINUS DEDUCTIBLE FOR EACH ACCIDENT.		
AUTO MEDICAL PAYMENTS	7	\$ 5,000 EACH INSURED		\$ 14.00
MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia only)		SEPARATELY STATED IN THE MEDICAL EXPENSE AND INCOME LOSS BENEFITS ENDORSEMENT.		
UNINSURED MOTORISTS	7	\$1,000,000	Combined Single Limit  Per Person/ Per Occurrence Property Damage	INCL
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	7	\$1,000,000	Combined Single Limit  Per Person/ Per Occurrence Property Damage	\$ 251.00
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 100 DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING. See ITEM FOUR For Hired or Borrowed Autos.		\$ 195.00
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM. See ITEM FOUR For Hired Or Borrowed Autos.		
PHYSICAL DAMAGE COLLISION COVERAGE	7	ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS \$ 1,000 DEDUCTIBLE, FOR EACH COVERED AUTO. See ITEM FOUR For Hired Or Borrowed Autos.		\$ 289.00
PHYSICAL DAMAGE TOWING AND LABOR		FOR EACH DISABLEMENT OF A PRIVATE PASSENGER AUTO.		
TAX/SURCHARGE/FEE				
PREMIUM FOR ENDORSEMENTS				
*ESTIMATED TOTAL PREMIUM				\$ 2,247.00

\*This policy may be subject to final audit.

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN

Covered Auto No.	DESCRIPTION		TERRITORY		Original Cost New		
	Year, Model, Trade Name, Body Type Serial Number (S) Vehicle Identification Number (VIN)		Town & State Where The Covered Auto Will Be Principally Garaged				
WA1	2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871		LACEY WA		\$25,055		
Covered Auto No.	CLASSIFICATION						EXCEPT For Towing, All Physical Damage Loss Is Payable To You And The Loss Payee Named Below According To Their Interests In The Auto At The Time Of The Loss:
	Radius Of Operation	Business Use s= service r= retail c= commercial	Size GVW, GCW Or Vehicle Seating Capacity	Age Group	Secondary Rating Classification	Code	
WA1	50	S	5,350	11	All Others	011990	
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES (Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COVERED AUTOS LIABILITY		PERSONAL INJURY PROTECTION		ADDED P.I.P.	PROPERTY PROTECTION (Michigan Only)	
	Limit	Premium	Limit Stated In Each P.I.P. Endt. Minus Deductible Shown Below	Premium	Premium For Limit Stated In Each Added P.I.P. Endt.	Limit Stated In P.P.I. Endt. Minus Deductible Shown Below	Premium
WA1	\$1,000,000	\$ 1,498					
<b>Total Premium</b>		\$ 1,498					

## ITEM THREE

## SCHEDULE OF COVERED AUTOS YOU OWN (Continued)

Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	AUTO MEDICAL PAYMENTS		MEDICAL EXPENSE AND INCOME LOSS BENEFITS (Virginia Only)		UNINSURED MOTORISTS		UNDERINSURED MOTORISTS
	Limit Each Insured	Premium	Limit Stated In The Medical Expense and Income Loss Benefits Endorsement For Each Person	Premium	Limit	Premium	Premium
WA1	\$ 5,000	\$ 14			\$1,000,000		\$ 251
<b>Total Premium</b>		\$ 14					\$ 251
Covered Auto No.	COVERAGES – PREMIUMS, LIMITS AND DEDUCTIBLES						
	(Absence of a deductible or limit entry in any column below means that the limit or deductible entry in the corresponding ITEM TWO column applies instead.)						
	COMPREHENSIVE		SPECIFIED CAUSES OF LOSS		COLLISION		TOWING & LABOR
	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Stated In ITEM TWO Minus Deductible Shown Below	Premium	Limit Per Disablement  Premium
WA1	\$ 100	\$ 195			\$ 1,000	\$ 289	
<b>Total Premium</b>		\$ 195				\$ 289	

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL HIRED AUTO PREMIUM			

For "autos" used in your motor carrier operations, cost of hire means:

1. The total dollar amount of costs you incurred for the hire of automobiles (includes "trailers" and semitrailers), and if not included therein,
2. The total remunerations of all operators and drivers' helpers, of hired automobiles whether hired with a driver by lessor or an "employee" of the lessee, or any other third party, and
3. The total dollar amount of any other costs (i.e., repair, maintenance, fuel, etc.) directly associated with operating the hired automobiles whether such costs are absorbed by the "insured", paid to the lessor or owner, or paid to others.

COVERED AUTOS LIABILITY COVERAGE – Cost Of Hire Rating Basis for Autos NOT Used In Your Motor Carrier Operations (Other Than Mobile Or Farm Equipment)			
COVERED AUTOS LIABILITY COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE	PREMIUM
Primary Coverage			
Excess Coverage			
TOTAL HIRED AUTO PREMIUM			NOT APPLICABLE

For "autos" **NOT** used in your motor carrier operations, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Physical Damage Coverages – Cost Of Hire Rating Basis For All Autos (Other Than Mobile or Farm Equipment)				
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)	PREMIUM
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.		
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.		
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO.		
TOTAL HIRED AUTO PREMIUM				
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any "auto" that is leased, hired, rented or borrowed with a driver.				

## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile Or Farm Equipment – Other Than Physical Damage Coverages					
COVERAGE	STATE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUM</b>					
Cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for services performed by motor carriers of property or passengers.					



## ITEM FOUR

## SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)

Cost Of Hire Rating Basis For Mobile or Farm Equipment – Physical Damage Coverages						
COVERAGE	STATE	LIMIT OF INSURANCE	ESTIMATED ANNUAL COST OF HIRE FOR EACH STATE (Excluding Autos Hired With A Driver)		PREMIUM	
			Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
COMPREHENSIVE		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO, BUT NO DEDUCTIBLE APPLIES TO LOSS CAUSED BY FIRE OR LIGHTNING.				
SPECIFIED CAUSES OF LOSS		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DEDUCTIBLE FOR EACH COVERED AUTO FOR LOSS CAUSED BY MISCHIEF OR VANDALISM.				
COLLISION		ACTUAL CASH VALUE OR COST OF REPAIR, WHICHEVER IS LESS, MINUS DE- DUCTIBLE FOR EACH COVERED AUTO.				
TOTAL HIRED AUTO PREMIUM						
For Physical Damage Coverages, cost of hire means the total amount you incur for the hire of "autos" you don't own (not including "autos" you borrow or rent from your partners or "employees" or their family members). Cost of hire does not include charges for any auto that is leased, hired, rented or borrowed with a driver.						

**ITEM FOUR****SCHEDULE OF HIRED OR BORROWED COVERED AUTO COVERAGE AND PREMIUMS (Cont'd)**

Rental Period Rating Basis For Mobile Or Farm Equipment					
COVERAGE	TOWN AND STATE WHERE THE JOB SITE IS LOCATED	ESTIMATED NUMBER OF DAYS EQUIPMENT WILL BE RENTED		PREMIUM	
		Mobile Equipment	Farm Equipment	Mobile Equipment	Farm Equipment
Covered Autos Liability – Primary Coverage					
Covered Autos Liability – Excess Coverage					
Personal Injury Protection					
Medical Expense Benefits (Virginia Only)					
Income Loss Benefits (Virginia Only)					
Auto Medical Payments					
<b>TOTAL HIRED AUTO PREMIUMS</b>					

**ITEM FIVE****SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY**

NAMED INSURED'S BUSINESS	RATING BASIS	NUMBER	PREMIUM
Other Than Garage Service Op- erations And Other Than Social Service Agencies	Number Of Employees		
	Number Of Partners (Active and Inactive)		
Garage Service Operations	Number Of Employees Whose Principal Duty Involves The Operation Of Autos		
	Number Of Partners (Active and Inactive)		
Social Service Agencies	Number Of Employees		
	Number Of Volunteers Who Regularly Use Autos To Transport Clients		
	Number Of Partners (Active and Inactive)		
<b>TOTAL NON-OWNERSHIP COVERED AUTOS LIABILITY PREMIUM</b>			NOT APPLICABLE

**ITEM SIX****SCHEDULE FOR GROSS RECEIPTS OR MILEAGE BASIS**

<b>Type Of Risk</b> (Check one): <input type="checkbox"/> <b>Public Autos</b> <input type="checkbox"/> <b>Leasing Or Rental Concerns</b>	
<b>Rating Basis</b> (Check one): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage (Per Mile)</b>	
<b>Estimated Yearly</b> (Check One): <input type="checkbox"/> <b>Gross Receipts (Per \$100)</b> <input type="checkbox"/> <b>Mileage</b>	
<b>Premiums</b>	
<b>Covered Autos Liability</b>	
<b>Personal Injury Protection</b>	
<b>Added Personal Injury Protection</b>	
<b>Property Protection Insurance (Michigan Only)</b>	
<b>Auto Medical Payments</b>	
<b>Medical Expense And Income Loss Benefits (Virginia Only)</b>	
<b>Comprehensive</b>	
<b>Specified Causes Of Loss</b>	
<b>Collision</b>	
<b>Towing And Labor</b>	

When used as a premium basis:

**FOR PUBLIC AUTOS**

Gross receipts means the total amount earned by the named insured for transporting passengers, mail and merchandise.

Gross receipts does not include:

1. Amounts paid to air, sea or land carriers operating under their own permits.
2. Advertising revenue.
3. Taxes collected as a separate item and paid directly to the government.
4. C.O.D. collections for cost of mail or merchandise including collection fees.

Mileage means the total live and dead mileage of all revenue producing "autos" during the policy period.

**FOR RENTAL OR LEASING CONCERNS**

Gross receipts means the total amount earned by the named insured for the leasing or renting of "autos" to others without drivers.

Mileage means the total live and dead mileage of all "autos" you leased or rented to others without drivers.

**IMPORTANT NOTICE – PLEASE READ IT CAREFULLY*****About Your Premium***

The State of Washington requires all insurance companies that use individual insurance scores to help determine renewal premiums for personal insurance to (1) update this information no less often than once every three years, and (2) use this updated information when determining customer renewal premiums.

While these requirements do not apply to commercial lines of insurance, Allstate Business Insurance strives to be transparent about the use of credit in determining renewal premium for commercial insurance, and proactive in providing the best rates available to our customers. Accordingly, we have decided to obtain insurance scores at each renewal.

As a result, we're updating your information at this renewal and each renewal moving forward. This could cause a change in your premium. Because we use information from your credit report to help determine your insurance score, we'd like you to know that we reordered your credit report. **Your credit score is not affected by this reorder.**

If your credit report has changed, this could impact your insurance score, which could cause your renewal premium to either increase or decrease. If you have any questions, please contact your Allstate Agent.

POLICY NUMBER: 648751761

COMMERCIAL AUTO  
CA 20 01 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** BOBBIE WHITAKER**Endorsement Effective Date:** 03-23-22**SCHEDULE****Insurance Company:** Allstate Insurance Company**Policy Number:** 648751761**Effective Date:** 03-23-2022**Expiration Date:** 03-23-2023**Named Insured:** BOBBIE WHITAKER**Address:** 3226 LIBBY RD NE  
OLYMPIA

WA

98506-2985

**Additional Insured (Lessor):** TOYOTA MOTOR CREDIT CORP  
**Address:** PO BOX 105386  
 ATLANTA, GA USA 303485386

**Designation Or Description** 2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871  
**Of "Leased Autos":**

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	\$1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - You;
  - Any of your "employees" or agents; or
  - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

POLICY NUMBER: 648751761

COMMERCIAL AUTO  
CA 21 34 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WASHINGTON UNDERINSURED MOTORISTS COVERAGE**

For a covered "auto" licensed or principally garaged in, or for "auto dealer operations" conducted in, Washington, this endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

**Named Insured:****Endorsement Effective Date:****SCHEDULE**

**"Bodily Injury" And "Property Damage":** \$1,000,000 **Each "Accident"**

**Or**

**"Bodily Injury":** **Each "Accident"**

This endorsement provides "bodily injury" and "property damage" Underinsured Motorists Coverage unless an "X" is entered below:

- ☐ If an "X" is entered in this box, this endorsement provides "bodily injury" Underinsured Motorists Coverage only for the following "autos":

**Description Of "Autos":**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Coverage**

1. We will pay all sums the "insured" is legally entitled to recover as compensatory damages from the owner or driver of an "underinsured motor vehicle". The damages must result from "bodily injury" or "property damage" sustained by the "insured" caused by an "accident". The owner's or driver's liability for these damages must result from the ownership, maintenance or use of the "underinsured motor vehicle".

**B. Who Is An Insured**

If the Named Insured is designated in the Declarations as:

1. An individual, then the following are "insureds":
  - a. The Named Insured and any "family members".
  - b. Anyone else "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.

- c. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
- 2. A partnership, limited liability company, corporation or any other form of organization, then the following are "insureds":
  - a. Anyone "occupying" a covered "auto" or a temporary substitute for a covered "auto". The covered "auto" must be out of service because of its breakdown, repair, servicing, "loss" or destruction.
  - b. Anyone for damages he or she is entitled to recover because of "bodily injury" sustained by another "insured".
  - c. The Named Insured for "property damage" only.

### C. Exclusions

This insurance does not apply to:

- 1. The benefit of any insurer or self-insurer under any workers' compensation law or any similar disability benefits law.
- 2. The benefit of any insurer of property.
- 3. "Bodily injury" sustained by:
  - a. An individual Named Insured while "occupying" any vehicle owned by that Named Insured or made available for that Named Insured's regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form;
  - b. Any "family member" while "occupying" any vehicle owned by that "family member" or available for that "family member's" regular use that is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form; or
  - c. Any "family member" while "occupying" any vehicle owned by the Named Insured or made available for the Named Insured's regular use that is insured for Liability Coverage on a primary basis under any other Coverage Form or policy.
- 4. Property contained in or struck by any vehicle owned by or available for the regular use of the Named Insured or any "family member", if the Named Insured is an individual, which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.

- 5. The first \$300 of the amount of "property damage" to the property of each "insured" as the result of any one "accident" caused by a hit-and-run vehicle as described in Paragraph 5.d. of the definition of "underinsured motor vehicle". In all other cases, this insurance does not apply to the first \$100 of the amount of "property damage" to the property of each "insured" as the result of any one "accident".
- 6. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
- 7. "Bodily injury" or "property damage" to an "insured" while operating or "occupying" a motorcycle or motor driven cycle which is not a covered "auto" for Covered Autos Liability Coverage under this Coverage Form.
- 8. Punitive or exemplary damages.
- 9. "Bodily injury" or "property damage" arising directly or indirectly out of:
  - a. War, including undeclared or civil war;
  - b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
  - c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

### D. Limit Of Insurance

- 1. Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for all damages resulting from any one "accident" is the limit shown in the Schedule or in the Declarations.
- 2. No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Liability Coverage form, Medical Payments Coverage endorsement or Personal Injury Protection Coverage endorsement attached to this Coverage Part.

We will not make a duplicate payment under this coverage for any element of "loss" for which payment has been made by or for anyone who is legally responsible.



## E. Changes In Conditions

The Conditions are changed for Washington Underinsured Motorists Coverage as follows:

1. **Other Insurance** in the Auto Dealers and Business Auto Coverage Forms and **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form are replaced by the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- a. The maximum recovery under all Coverage Forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any Coverage Form or policy providing coverage on either a primary or excess basis.
- b. Any insurance we provide with respect to a vehicle the Named Insured does not own shall be excess over any other collectible underinsured motorists insurance providing coverage on a primary basis.
- c. If the coverage under this Coverage Form is provided:
  - (1) On a primary basis, we will pay only our share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
  - (2) On an excess basis, we will pay only our share of the loss that must be paid under insurance providing coverage on an excess basis. Our share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

2. **Duties In The Event Of Accident, Claim, Suit Or Loss** in the Business Auto and Motor Carrier Coverage Forms and **Duties In The Event Of Accident, Claim, Offense, Suit, Loss Or Acts, Errors Or Omissions** in the Auto Dealers Coverage Form are changed by adding the following:

- a. A person seeking Underinsured Motorists Coverage must also promptly notify us in writing of a tentative settlement between the "insured" and the insurer of an "underinsured motor vehicle" and allow us 30 days to advance payment to that "insured" in an amount equal to the tentative settlement to preserve our rights against the insurer, owner or operator of such "underinsured motor vehicle". However, this provision does not apply if failure to notify us does not prejudice our right to recover payment from the person legally responsible for the "accident".

3. **Legal Action Against Us** is replaced by the following:

### Legal Action Against Us

- a. No one may bring a legal action against us under this Coverage Form until there has been full compliance with all the terms of this Coverage Form.
- b. Any legal action against us under this Coverage Form must be brought within one year after the date on which the cause of action accrues.

If this action is brought pursuant to Sec. 3 of RCW 48.30, then 20 days prior to filing such an action, you are required to provide written notice of the basis for the cause of action to us and the Office of the Insurance Commissioner. Such notice may be sent by regular mail, registered mail or certified mail with return receipt requested.

**4. Transfer Of Rights Of Recovery Against Others To Us** is changed by adding the following:

If we make any payment and the "insured" recovers from another party, the "insured" shall hold the proceeds in trust for us and pay us back the amount we have paid. We shall be entitled to recovery only after the "insured" has been fully compensated for damages.

Our rights do not apply under this provision with respect to damages caused by an "accident" with an "underinsured motor vehicle" if we:

- a. Have been given prompt notice of a tentative settlement between an "insured" and the insurer of an "underinsured motor vehicle"; and
- b. Fail to advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification.

If we advance payment to the "insured" in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the "insured" is entitled to recover under the provisions of Underinsured Motorists Coverage; and
- (2) We also have a right to recover the advanced payment.

**5. The following condition is added:**

**Arbitration**

- a. If we and an "insured" disagree whether the "insured" is legally entitled to recover damages from the owner or driver of an "underinsured motor vehicle" or do not agree as to the amount of damages that are recoverable by that "insured", then the matter may be arbitrated. However, disputes concerning coverage under this endorsement may not be arbitrated. Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. We will pay all arbitration expenses. Arbitration expenses will not include the "insured's" attorney's fees or any expenses incurred in producing evidence or witnesses.

- b. Unless both parties agree otherwise, arbitration will take place in the county in which the "insured" lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

**F. Additional Definitions**

As used in this endorsement:

1. "Property damage" means injury to or destruction of the property of an "insured".
2. "Family member" means a person related to an individual Named Insured by blood, marriage or adoption, who is a resident of such Named Insured's household, including a ward or foster child.
3. "Occupying" means in, upon, getting in, on, out or off.
4. "Suit" means a civil proceeding in which:
  - a. Damages because of "bodily injury" or "property damage"; or
  - b. A "covered pollution cost or expense" to which this insurance applies, are alleged.

"Suit" includes:

  - (1) An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed; or
  - (2) Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed.
5. "Underinsured motor vehicle" means a land motor vehicle or "trailer":
  - a. For which no liability bond or policy applies at the time of an "accident"; or
  - b. For which liability bonds or policies apply at the time of the "accident", but the amount paid under all of the bonds or policies to an "insured" is not enough to pay the full amount an "insured" is legally entitled to recover as damages caused by the "accident"; or
  - c. For which all insuring or bonding companies deny coverage or are or become insolvent; or
  - d. That is a hit-and-run vehicle and neither the driver nor owner can be identified. The vehicle must either:
    - (1) Hit an "insured", a covered "auto" or a vehicle an "insured" is "occupying"; or

**(2)** Cause "bodily injury" or "property damage" with no physical contact with the "insured" or the vehicle the "insured" was "occupying" at the time of the "accident", provided:

**(a)** The facts of the "accident" can be corroborated by competent evidence other than the testimony of any person having an underinsured motorists coverage claim as a result of such "accident"; and

**(b)** Someone reports the "accident" to the police within 72 hours of the "accident".

However, "underinsured motor vehicle" does not include any vehicle:

**(1)** For which the Covered Autos Liability Coverage of this Coverage Form applies. However, if the Named Insured is an individual and that Named Insured or any "family member" sustains damages while "occupying", or when struck by, an "auto" which is a covered "auto" for Covered Autos Liability Coverage under this Coverage Form, this exception to this definition of an "underinsured motor vehicle" does not apply to that Named Insured or any such "family member".

**(2)** Owned by a governmental unit or agency. This provision does not apply if the governmental unit or agency is unable to pay damages because of financial inability or insolvency.

**6.** Whenever the terms "uninsured motorists coverage" or "uninsured motor vehicle" appear in the Coverage Form or any endorsements attached to the Coverage Form, they are replaced by the terms "underinsured motorists coverage" and "underinsured motor vehicle" for covered "autos" licensed in, or "auto dealer operations" conducted in, Washington.

CUSTOMER NUMBER: 1261179

RUN DATE: 01-25-22

TERI BANGART INSURANCE AGENCY LLC  
1226 STATE AVE NE  
OLYMPIA, WA 98506-4235

TOYOTA MOTOR CREDIT CORP  
PO BOX 105386  
ATLANTA, GA 30348-5386

# CERTIFICATE OF INSURANCE

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

<b>Certificate Holder:</b> TOYOTA MOTOR CREDIT CORP PO BOX 105386 ATLANTA, GA USA 303485386	<b>Named Insured:</b> BOBBIE WHITAKER 3226 LIBBY RD NE OLYMPIA WA 98506-2985
--	---

Automobile Liability			
<b>Insurer Name:</b> Allstate Insurance Company			
<b>Policy Number:</b> 648751761			
<input type="checkbox"/>	1 -- Any Auto	<input type="checkbox"/>	2 -- Owned Autos Only
<input type="checkbox"/>	4 -- Owned Autos Other Than Priv. Pass. Autos Only	<input type="checkbox"/>	5 -- Owned Autos Subject to No Fault
<input checked="" type="checkbox"/>	7 -- Specifically Described Autos	<input type="checkbox"/>	8 -- Hired Autos Only
		<input type="checkbox"/>	9 -- Nonowned Autos Only
<b>Policy Effective Date :</b> 03-23-2022		<b>Policy Expiration Date:</b> 03-23-2023	
<b>Limits of Insurance:</b>	\$1,000,000		Combined Single Limit (each accident)
	BI Per Person	BI Per Accident	PD Per Accident
Description of Operations/Locations/Vehicles/Endorsements/Special Provisions			
<b>Interested Party Type:</b> Additional Insured - Lessor			
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.			

<b>Producer:</b> TERI BANGART INSURANCE AGENCY LLC	<b>Date:</b> 01-25-22
<b>Authorized Representative:</b>	

Includes copyrighted material of Insurance Services Office, Inc., with its permission

POLICY NUMBER: 648751761

COMMERCIAL AUTO  
CA 20 01 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****LESSOR – ADDITIONAL INSURED AND LOSS PAYEE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
 BUSINESS AUTO COVERAGE FORM  
 MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

**Named Insured:** BOBBIE WHITAKER**Endorsement Effective Date:** 03-23-22**SCHEDULE**

<b>Insurance Company:</b> Allstate Insurance Company	
<b>Policy Number:</b> 648751761	<b>Effective Date:</b> 03-23-2022
<b>Expiration Date:</b> 03-23-2023	
<b>Named Insured:</b> BOBBIE WHITAKER	
<b>Address:</b> 3226 LIBBY RD NE OLYMPIA WA 98506-2985	
<b>Additional Insured (Lessor):</b> TOYOTA MOTOR CREDIT CORP <b>Address:</b> PO BOX 105386 ATLANTA, GA USA 303485386	
<b>Designation Or Description Of "Leased Autos":</b> 2012, TOYOTA TACOMA 4X4, 5TFUU4EN1CX046871	

Coverages	Limit Of Insurance
<b>Covered Autos Liability</b>	\$1,000,000 Each "Accident"
<b>Comprehensive</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 100 Deductible For Each Covered "Leased Auto"
<b>Collision</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus \$ 1,000 Deductible For Each Covered "Leased Auto"
<b>Specified Causes Of Loss</b>	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Coverage**

- Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
- For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  - You;
  - Any of your "employees" or agents; or
  - Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
- The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

**B. Loss Payable Clause**

- We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".

- The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
- If we make any payment to the lessor, we will obtain his or her rights against any other party.

**C. Cancellation**

- If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
- If you cancel the policy, we will mail notice to the lessor.
- Cancellation ends this agreement.

- The lessor is not liable for payment of your premiums.

**E. Additional Definition**

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.



# Western Surety Company

## JANITORIAL SERVICE BOND

Bond No. 71767977

In consideration of an agreed premium, Western Surety Company, a South Dakota corporation, hereby agrees to indemnify Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service of 3226 LIBBY RD. N. E., OLYMPIA, WA 98506

(the "Obligee"), against loss of money or other property, real or personal, belonging to any and all subscribers (the "Subscriber") to its services, or in which the Subscriber has a pecuniary interest, or for which the Subscriber is legally liable, which the Subscriber shall sustain as the result of any fraudulent or dishonest act, as hereinafter defined, of an Employee or Employees of the Obligee acting alone or in collusion with others, and for which the Obligee is liable, the amount of indemnity on each of such Employees being TEN THOUSAND AND NO/100 DOLLARS (\$ \$10,000.00 ).

THE FOREGOING AGREEMENT IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS:

### TERM OF BOND:

SECTION 1. The term of this bond begins with the 24 day of March, 2016, at 12:00 o'clock night, standard time, at the address of the Obligee above given, and ends at 12:00 o'clock night, standard time, on the effective date of the cancellation of this bond in its entirety.

### DISCOVERY PERIOD:

SECTION 2. Loss is covered under this bond only (a) if sustained through any act or acts committed by any Employee of Obligee while this bond is in force as to such Employee, and (b) if discovered prior to the expiration or sooner cancellation of this bond in its entirety as provided in Section 11, or from its cancellation or termination in its entirety in any other manner, whichever shall first happen.

### DEFINITION OF EMPLOYEE:

SECTION 3. The word Employee or Employees, as used in this bond, shall be deemed to mean, respectively, one or more of the natural persons (except directors or trustees of the Obligee, if a corporation, who are not also officers or employees thereof in some other capacity) while in the regular service of the Obligee in the ordinary course of the Obligee's business during the term of this bond, and whom the Obligee compensates by salary or wages and has the right to govern and direct in the performance of such service, for whom a premium has been paid, and who are engaged in such service within any of the States of the United States of America, or within the District of Columbia, Puerto Rico, the Virgin Islands, or elsewhere for a limited period, but not to mean brokers, factors, commission merchants, consignees, contractors, or other agents or representatives of the same general character.

### FRAUDULENT OR DISHONEST ACT:

SECTION 4. A FRAUDULENT OR DISHONEST ACT OF AN EMPLOYEE OF THE OBLIGEE SHALL MEAN AN ACT WHICH IS PUNISHABLE UNDER THE CRIMINAL CODE IN THE JURISDICTION WITHIN WHICH ACT OCCURRED, FOR WHICH SAID EMPLOYEE IS TRIED AND CONVICTED BY A COURT OF PROPER JURISDICTION.

### MERGER OR CONSOLIDATION:

SECTION 5. If any natural persons shall be taken into the regular service of the Obligee through merger or consolidation with some other concern, the Obligee shall give the Surety written notice thereof and shall pay an additional premium on any increase in the number of Employees covered under this bond as a result of such merger or consolidation computed pro rata from the date of such merger or consolidation to the end of the current premium period.

### NON-ACCUMULATION OF LIABILITY:

SECTION 6. Regardless of the number of years this bond shall continue in force and the number of premiums which shall be payable or paid, the liability of the Surety under this bond shall not be cumulative in amounts from year to year or from period to period.

### LIMIT OF LIABILITY UNDER THIS BOND AND PRIOR INSURANCE:

SECTION 7. With respect to loss or losses caused by an Employee or which are chargeable to such Employee as provided in Section 4 and which occur partly under this bond and partly under other bonds or policies issued by the Surety to the Obligee or to any predecessor in interest of the Obligee and terminated or cancelled or allowed to expire and in which the period for discovery has not expired at the time any such loss or losses thereunder are discovered, the total liability of the Surety under this bond and under such other bonds or policies shall not exceed, in the aggregate, the amount carried under this bond on such loss or losses or the amount available to the Obligee under such other bonds or policies, as limited by the terms and conditions thereof, for any such loss or losses, if the latter amount be the larger.

### DEDUCTIBLE:

SECTION 8. The Surety shall not be liable under this bond on account of any loss or losses through fraudulent or dishonest acts committed by any Employee of Obligee, unless the amount of such loss or losses, after deducting the net amount of all reimbursement and/or recovery, including any cash deposit taken by the Obligee, obtained or made by the Obligee or the Surety on account thereof, prior to payment by the Surety of such loss or losses, shall be in excess of ONE HUNDRED DOLLARS (\$100.00), and then for such excess only, but in no event for more than the amount of insurance carried on such Employee under this bond. If more than one Employee commits the fraudulent or dishonest act resulting in such loss or losses, said deductible amount shall apply to each Employee so involved.





# Western Surety Company

## CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a **direct** loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 24 day of March, 2016, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 71767977, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service.

Signed this 25 day of March, 2016.



WESTERN SURETY COMPANY

By Paul T. Bruflat  
Paul T. Bruflat, Senior Vice President



**CNA SURETY**

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Email: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)

DATE: March 24, 2016	AGENT CODE: 46 18703
TO: C E M X Teri Bangart 1718 4th Ave. E. Olympia, WA 98506	Fax: 360-753-6346
ATTENTION:	NUMBER OF PAGES: 1
FROM: Underwriting Services, Northeast Service Team	
RE: Bond #71767977 - Bobbie Whitaker Db a Bobbie & Amanda's Cleaning Service \$10,000.00 - Janitorial Service Company Code: 601 - Western Surety Company	

We received the information you submitted through facsimile. Thank you for thinking of CNA Surety.

We are pleased to handle your request. Your client can expect to receive the bond in the mail soon.  
The annual premium assigned to this risk is \$114.82.

If you have any questions, please contact our office.

**Consider making your payment through CNA Surety ePay.** Pay for your bond/policy premium online using your own credit/debit card or ACH at your convenience 24 hours a day. Simply go to: [onlinepay.cnasurety.com](http://onlinepay.cnasurety.com) and follow the easy-to-use prompts. You can pay your bill in minutes, saving you time and money.

#### IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.



**CNA SURETY**

PO Box 5077 Sioux Falls SD 57117-5077

1-800-331-6053

Fax 1-605-335-0357

www.cnasurety.com

Email: [uwservices@cnasurety.com](mailto:uwservices@cnasurety.com)

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#### IMPORTANT NOTICE

The information contained in this communication may contain confidential and/or privileged information and is intended for the sole use of the intended recipient. If you are not the intended recipient, you are hereby notified that any unauthorized use, disclosure, distribution or copying of this communication is strictly prohibited and that you will be held responsible for any such unauthorized activity, including liability for any resulting damages. As appropriate, such incident(s) may also be reported to law enforcement. If you received this communication in error, please reply to the sender and destroy or delete this communication including any attachments. Thank you.

TO: City Council  
 FROM: John Doan, City Administrator  
 DATE: April 5, 2022  
 SUBJECT: Resolution No. R2022-006; Adopting Amended City Council Rules and Procedures

---

1) Recommended Action:

Adopt Resolution No. R2022-006, in substantially similar form as approved by the City Attorney, amending the City Council Rules and Procedures.

---

2) Background:

The February 22 Worksession included a review and discussion of the Council Rules. Several amendments were discussed and suggested. The attached version shows the proposed changes that were presented at the February 22 meeting (single underline) and further changes that were discussed from that meeting (double underline). Blue represents an insertion and red a deletion. The February 22 changes are summarized below:

Section 2.1.2 - Cleaned up language regarding Worksession locations. They do not have to be in a City building.

Section 2.2 - Removed allowance for special meeting notices to be delivered by fax.

Section 4.5 - Removed preference for “positive presentations” at each meeting. The intent is covered in existing language in Section 28.1.

Section 4.6 - Added language to discourage Council response to comments and encourage other types of follow-up to commenters.

Section 27.1 - Created space for Council cell phones subject to the City’s operational policies for electronic equipment and added provisions related to all electronic communication and public records.

Section 29.2 - Leaves space for Councilmembers to have their own social media pages in the City social media structure and subject to the City’s social media policies.

Section 30 - Clarifies allowance for Councilmembers to attend meetings remotely as allowed by State law.

The attached Resolution No. R2022-006 adopts the amended rules

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3) Policy Support:

Strategic Priority: “Refine and Sustain a Great Organization.”

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4) Alternatives:

- ☐ The discussion of the rules included a number of alternatives including whether to create space for Council cell phones and social media.

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5) Fiscal Notes:

There are minimal costs specific to these amendments.

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6) Attachments:

A. Resolution No. R2022-006

## RESOLUTION NO. R2022-006

**A RESOLUTION** of the City Council of the City of Tumwater, Washington, adopting amended City Council Rules and Procedures and repealing Resolution No. R2020-018-S1.

**WHEREAS**, on August 4, 2020, the City Council adopted Resolution No. R2020-018-S1 and Exhibit A consisting of the City Council Rules and Procedures; and

**WHEREAS**, at a Council Worksession on February 22, 2022, the Council discussed updates to the City Council Rules and Procedures; and

**WHEREAS**, the City Council finds that the updated City Council Rules and Procedures meet the conditions of RCW 35A.12.120 and are desirable and beneficial;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:**

**Section 1. Repealer.** Resolution No. 2020-018-S1 is hereby repealed in its entirety.

**Section 2. Adoption.** The Tumwater City Council hereby adopts the City Council Rules and Procedures attached as Exhibit A for the clear understanding and benefit of the elected officials, staff and citizens doing business with the City.

**Section 3. Ratification.** Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

**Section 4. Severability.** The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

//

///

**Section 5. Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

\_\_\_\_\_  
Melody Valiant, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Karen Kirkpatrick, City Attorney

## City of Tumwater City Council Rules and Procedures

### Section 1. Authority

~~1.1~~ The Tumwater City Council hereby establishes the following procedures for ~~the conduct of~~ conducting Council meetings, proceedings, and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided in these rules.

~~1.2 Eligibility for Council office shall be determined by Washington State law.<sup>1</sup>~~

### Section 2. Types of Council Meetings

2.1 Regular. Regular Meetings are recurring meetings held in accordance with a periodic schedule declared by statute or rule. Regular Meetings include both Formal Meetings and Worksessions. The time and place of Formal Meetings are established in TMC 2.04. A Regular Meeting may be canceled by a motion of the Council or by failure to produce a quorum.

~~2.1~~ 2.1.1 Formal Meetings. A ~~F~~formal ~~M~~meeting ~~for the purpose of conducting to~~ conduct official City business. This includes public comments; public hearings; presentations; and the adoption of ordinances and resolutions, contracts, agreements, and budgets. These meetings are generally ~~televised~~ cablecast locally.

a. Council's ~~regular~~ Formal Mmeetings will be held the first and third Tuesday of each month in the Council Chambers at City Hall beginning at 7:00 p.m. ~~The time and place of regular meetings is established in TMC 2.04.~~

b. If possible, only one or two major topics (defined as issues of high interest or controversy; or those which take an extraordinary amount of time at the meeting) will be scheduled per meeting. Generally, meetings should not last more than two to three hours.

~~e. A regular meeting may be canceled by motion of the Council or by failure to produce a quorum.~~

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<sup>1</sup> RCW 35A.12.030: "~~No person shall be eligible to hold elective office under the mayor-council plan unless the person is a registered voter of the city at the time of filing his or her declaration of candidacy and has been a resident of the city for a period of at least one year next preceding his or her election. Residence and voting within the limits of any territory which has been included in, annexed to, or consolidated with such city is construed to have been residence within the city. A mayor or councilmember shall hold within the city government no other public office or employment except as permitted under the provisions of chapter.~~"



~~2.2~~ 2.1.2 Worksession. An informal meeting ~~for the purpose of receiving briefings~~to receive briefings from staff, discussing forthcoming significant programs or projects, or similar activities.

~~a.~~ a. Council Worksessions will be held ~~, if needed,~~ on the second and fourth Tuesday of each month beginning at 5:30 p.m. ~~Worksessions will be held in a publicly accessible location, generally within City Hall or other City meeting space~~the Fire Department Headquarters. They shall begin at 5:30 p.m. and shall generally not last longer than two hours in length. ~~A quorum is required to convene and conduct a worksession.~~

~~a.~~ b. Worksessions shall generally not last longer than two hours in length.

~~b.~~ ~~Additional worksessions may be called by the Mayor or majority of the City Council at any time, subject to the provision of adequate public notice.~~

~~c.~~ c. ~~No final action may be taken at a worksession. Decisions on those issues will be scheduled for a regular or special Council meeting. If action is needed, a special meeting may be held in conjunction with a worksession.~~

~~d.~~ d. A Worksessions will not include public comment or participation unless the Mayor allows it.

~~e.~~ e. A Worksession will generally not be cablecast. ~~may be canceled by the Mayor or by a majority of the City Council.~~

~~2.23~~ Special Meetings. Any Council meeting other than the Regular Council Mmeeting, which has been called for the purpose of conducting official action, is a Special Mmeeting. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice may be provided to Councilmembers by confirmed telephone, email, ~~fax~~ or regular mail. A Special Council Mmeeting may be scheduled by the Mayor or by a majority of the members of the City Council.

~~2.34~~ Emergency. A Special Council Mmeeting called in the event of an emergency without 24 hours' notice is an Emergency Mmeeting. An Emergency Mmeeting deals with an emergency such as involving injury or damage to persons or property or the likelihood of such injury or damage, by reason of fire, flood, earthquake or other emergency, or otherwise when time requirements of a 24 hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency Mmeetings may be called

by the Mayor as provided under RCW 42.30.070. The minutes will indicate the reason for the emergency.

2.4~~5~~ Executive Session. An Executive Session is a Council meeting, or portion of a Council meeting, that is closed except to the Council, City Administrator, Mayor, City Attorney, authorized staff members, and/or consultants authorized by the City Administrator or Mayor. The public is restricted from attendance. Minutes shall not be kept. Executive Sessions may be held during Regular or special Council meetings, ~~worksessions~~, or as separate meetings, and will be announced by the Mayor. Executive Session topics are strictly limited to those matters authorized by ~~law~~ RCW 42.30.110 or RCW 42.30.140. An Executive Session may occur at any point in the agenda.

a. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting (including citing the RCW and specific exemption to justify the Executive Session) and the anticipated time the session will be concluded. Should the session require more time, a public announcement shall be made, extending the meeting for a ~~time~~ certain specified amount of time. Should the Executive Session end prior to the time specified and action is required, the Council may not take action until the specified time has lapsed.

b. The content of an Executive Session is limited to the reason that was publicly announced for the specific Executive Session.

c. At the conclusion of the Executive Session, ~~if appropriate~~, the public meeting will reconvene to formally adjourn the meeting, ~~for taking to take~~ action on the item resulting from the Executive Session if properly noticed, or to continue the meeting.

2.5 Remote Meetings. A remote or virtual meeting at which all or some attendees are not physically present and video and audio is used to connect attendees in different locations online. Remote Meetings are addressed in Section 30.

2.6 Minutes. The City ~~Clerk~~ (or Clerk or designee, (hereafter referred to as City Clerk), will keep minutes of all proceedings of the Council in accordance with the statutory requirements, along with summaries of Council comments and committee report proceedings, and will be entered into a journal constituting the official record of the Council.

### **Section 3. Scheduling**

3.1 Holidays. If a regularly scheduled meeting ~~or worksession~~ falls on a legal holiday, the Regular Meeting ~~or worksession~~ shall be held on the next

business day at the same time and place, unless sufficient notice is otherwise provided for an alternate time and location.

- 3.2 Election Days. Regular ~~M~~meetings ~~or work~~sessions which fall on a primary or general election day may be moved to the Monday immediately prior ~~Monday~~ at the discretion of the Mayor.
- 3.3 Summer Recess. The Council will generally not schedule ~~R~~regular ~~M~~meetings, ~~work~~sessions, and Meetings and committee meetings during a two-~~weeks~~ period in of August of each year.

#### **Section 4. Order of Regular Council Meeting Agenda**

- 4.1 Call to Order. The Mayor or designee calls the meeting to order.
- 4.2 Roll Call. Roll shall be called verbally, and the Mayor shall indicate any Councilmember who is not in attendance and whether or not the Councilmember has an excused absence. Councilmembers may make a motion to excuse absent Councilmembers.
- 4.3 Flag Salute. The Mayor, or the Mayor's designee, will lead the flag salute.
- 4.4 Agenda. The Mayor will ask the Council and staff if there are changes to the agenda which may be made pursuant to these rules.
- 4.5 Special Items. Special Items may include the presentation of a proclamation or other presentation to elected officials, staff, or the public by the City or presentations to the City or any official made by someone else. Other special presentations by citizen groups or outside agencies that make requests to present information on issues of interest to the City may also occur at this time with prior approval of the Mayor. Discretion shall be used in scheduling proclamations and presentations to help ensure the topics are timely, relevant to Tumwater and the City's business, and of general interest to the community. The City will strive to ~~include at least one positive presentation or item at the start of each regular meeting,~~ have not more than two scheduled special items per meeting, and no more than 15 minutes per item.
- 4.6 Public Comments. Members of the audience may comment on items relating to any matter ~~that is~~ not scheduled for a public hearing. Comments may be limited to three (3) ~~five (5)~~ minutes, or another time limit, at the discretion of the Mayor. A "public comment sign-inup sheet" will be available at each ~~regular and/or special Council~~ meeting for the use of people wishing to address the Council. The Mayor may allow people to also comment on individual agenda items ~~during a regular or special meeting~~. These comment

times may similarly be limited in duration at the discretion of the Mayor.  
Councilmembers will not rebut, question, or make comments on the specific public comments that have been made at a meeting. The Mayor, at their discretion, may respond directly, ask staff to make a short comment, or invite the commenter and staff to communicate after the meeting.

- 4.7 Consent Agenda. Consent ~~A~~agenda items are considered to be routine and non-controversial and are approved by one motion. Items suitable for the consent agenda could include, but are not limited to, minutes, business claims, setting hearing dates, contract payments, bid awards, project acceptance, housekeeping amendments to ordinances and resolutions, agreements, and ordinances and resolutions which have previously been subject to public review at either a Council ~~C~~committee or a ~~W~~worksession. Consent items are not subject to debate; however, any Councilmember may remove any item(s) from the consent agenda for separate discussion and action; a second is not required. When an item is removed, the ~~C~~consent ~~A~~agenda is considered for action without that item. After the consent agenda has been considered, the ~~item which was removed~~removed item is moved to the Section titled "Council Considerations".
- 4.8 Public Hearings. Public hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute or City of Tumwater ordinances. The Mayor will state the public hearing procedures at the beginning of the public hearing. A "public hearing sign-in~~up~~ sheet" will be available at each meeting for the use of ~~people~~individuals wishing to give testimony. ~~People-Those~~ wishing to give testimony will follow the same procedure as for "Public Comments" and may speak after being recognized by the Mayor. After all ~~persons~~individuals have spoken, the hearing is closed to public comment. The Council then proceeds with deliberation and decision making. Public hearing testimony shall be subject to the provisions of Section 6~~7~~.
- 4.9 Council Considerations. Items for consideration by the Council are subject to presentation, usually by City staff, followed by the opportunity for Council discussion. They are submitted to Council in the form of an agenda bill which includes the subject matter (title for agenda), submitter, action requested, financial information (if applicable), attachments, and alternatives. All action items on the agenda shall have an agenda bill. The City Clerk will ~~be responsible for assigning~~assign a number to the agenda bill. Agenda bills will also be used for Consent Agenda items.
- 4.10 Council Committee Reports. The Mayor calls upon each committee chair, or their designee, to report on the activities of their respective committee. Committee chairs should take this opportunity to inform the Council of major

issues or discussions at the Committee level. In lieu of lengthy discussion, the Council may decide to continue discussion to a Worksession.

#### 4.11 Mayor and City Administrator Reports.

- a. The Mayor makes announcements of upcoming meetings and events, and reports on meetings and events in which ~~he/she has~~they have participated. The Mayor's report is limited to 5 minutes.
- b. Staff reports and announcements are made to the Council by the City Administrator on issues of interest ~~to the Council.~~

#### 4.12 Council Reports. At the end of each ~~regular~~Formal Mmeeting, every Councilmember will be allowed up to 5 minutes to be used at their discretion for the following:

- a. Reports on the activities, meetings, or issues arising from their service as a designated City representative to a community or intergovernmental organization or agency. The reports should be summaries and Councilmembers should exercise discretion in raising complex or detailed issues which are more appropriate for presentation at committees or Worksessions.
- b. Comments that are specific to City business, events, or activities. The time may not be used for political purposes. The use of the time for fundraising is allowed within the constraints of Washington State law to such charities that help the poor and infirm~~ed~~, support Council goals, and service the Tumwater community, specifically those which directly relate to a City program (e.g., Animal Services, Friends of Library, PARC Foundation) or those with which the City has recently contracted for services in the community. Councilmembers may report retrospectively or prospectively about fundraising events. They may make people aware of opportunities to attend, purchase tickets, or ~~to~~ make a non-cash contribution.
  - i. The Mayor and City Administrator may report on other community events which have a relationship to the City.
  - ii. This does not alter the public's ability to comment during the public comment portion of the meeting or to be invited by the Mayor to make a special presentation.
- c. The Mayor may allow up to 2 minutes of follow-up questions and answers in response to each Councilmember presentation.

d. Comment and follow-up time may not be yielded to other Councilmembers or the public.

- 4.13 Any Other Business. This is an opportunity for the Council to introduce new items or ~~to~~ make announcements regarding specific City business. Because it is at the end of the meeting, Councilmembers should strive to bring up new items for announcement or action at earlier portions of the meeting if appropriate.
- 4.14 Executive Session. An Executive Session may be held in compliance with these rules and ~~RCW 42.30.110 or RCW 42.30.140~~ state law. At the conclusion of the Executive Session, ~~if appropriate,~~ the public meeting will reconvene to adjourn or, if properly noticed, to take action.
- 4.15 Adjournment. The Mayor shall adjourn Council meetings upon the conclusion of the agenda.
- 4.16 Worksession Announcements. As part of a Worksession, the agenda may include a provision for individual Councilmembers to make announcements or make short comments of general interest to the Council as a whole. These should be limited to no more than 2 minutes per Councilmember.
- 4.17 Special Meetings. Following lawful notice of a Special Mmeeting, items may be added to the agenda, but no final action is allowed on items ~~that are added to the agenda~~ not included in the written notice of a Special Mmeeting.

## **Section 5. Agenda Preparation**

- 5.1 The City Clerk will prepare an agenda packet for each Council meeting and Worksession specifying the time and place of the meeting, and setting forth a brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Administrator or Mayor.
- 5.2 Agenda items will be completed by the appropriate department staff and submitted to the City Clerk for finalizing by 11:00 a.m. on the ~~Thursday~~ Wednesday prior to the following Tuesday meeting. The ~~"agenda bill"~~ staff report form will be used for all items submitted for a meeting agenda of committees, Regular Meetings or Special Meetings, ~~and worksessions~~.
- 5.3 An item may be placed on a Council or Committee meeting agenda by any of the following methods: 1) approval of the City Administrator; 2) approval of the Mayor; 3) request of any two or more Councilmembers. Staff will ensure Councilmembers are provided sufficient information to make decisions. Any



item may be placed on a ~~R~~regular Council ~~M~~meeting ~~or worksession~~ agenda, at any time after the distribution of the agenda by the City Administrator, Mayor, or by a majority vote of the Council.

- 5.4 An agenda shall be prepared and provided to the Council and available to the public on the Friday prior to each meeting. Public availability shall include posting on the website and distribution by email to an established mailing list. Agenda packets will be distributed by email to the Council by 5:00 p.m. on the Friday prior to a meeting. ~~Hard copies will be in the mailboxes of Councilmembers requesting hard copies by 5:00 p.m. on the Friday prior to a meeting. There will be no home delivery of packets. Other m~~Mail ~~which that~~ Councilmembers receive during the week will be placed in their respective mailboxes as it arrives. Councilmembers will have access to their mailboxes at any time.
- 5.5 The City Administrator will prepare and keep current a calendar of agenda items for all Council ~~R~~regular ~~Meetings, and S~~pecial ~~M~~meetings, ~~worksessions~~, and committee meetings.
- 5.6 Legally required and advertised public hearings and other items required by statute or with predetermined deadlines will have a higher priority over other scheduled agenda items which have been scheduled by convenience rather than for statutory or other legal reasons. Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.
- 5.7 The Mayor and City Administrator shall schedule matters for Council and committee review as necessary for the smooth and orderly transaction of City business and in order to keep the Council advised as to the business of the City.

## **Section 6. Rules Supplemental**

- 6.1 On all questions of practice or procedure not provided for by these rules, the practice and procedure set forth in the current edition of *Robert's Rules of Order* shall serve as a guide. In the event of a conflict, these Council policies and procedures shall prevail. The Mayor shall have the authority to interpret these rules and make rulings.

## **Section 7. Comments, Concerns and Testimony to Council**

- 7.1 ~~Individuals~~~~Persons~~ addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address or other contact information, and limit their remarks

to ~~five (5)~~three (3) minutes or other limit established by the Mayor. They may not be required to give their address. All remarks will be addressed to the Council as a whole. Comments should be limited to those related to City business. A speaker shall generally be limited to speaking only once on an agenda item or during a public comment or testimony period.

- 7.2 If an individual or group of persons becomes as disruptive as to render the orderly conduct of a Council meeting unfeasible, the following actions may be taken under RCW 42.30.050:
- a. The person presiding over the meeting may request that the individual or group voluntarily leave the meeting. If they refuse to do so, the police may be summoned to remove them;
  - b. A majority of the members of the governing body may vote to clear the room. Persons with a valid press credential, or scheduled to appear on the agenda may be readmitted; or
  - c. A majority of the members may vote to adjourn the meeting and reconvene in a new location. When doing so, the governing body must:
    - i. Provide the media in attendance and persons scheduled to appear on the agenda, who were not part of the disruption, with notice of the new location and an opportunity to attend;
    - ii. Post an order or adjournment citing the new time and location at the entrance to the disrupted meeting location; and
    - iii. At the reconvened meeting, take final disposition only on matters appearing on the agenda.
  - d. Disruptive behavior includes impertinent or slanderous remarks or being boisterous, threatening, or personally abusive to elected officials, staff or the public.
- 7.3 Speakers shall not be allowed to comment upon, promote, advocate for, oppose or speak against a pending initiative, ballot measure, or candidate unless properly noticed on the agenda.
- 7.4 People with complaints, concerns, or questions will be encouraged to contact the City Administrator or Mayor or the Council may ask that the matter be placed on a future City Council ~~meeting, worksession or~~meeting or committee meeting agenda with the appropriate background information. Councilmembers should not engage speakers in dialog or rebut public



comments. The presiding officer should acknowledge people's comments and provide clarification such as advising them of pending public meetings, other applicable agencies, or direct them to specific City staff.

## **Section 8. Council Actions**

8.1 The following actions may be considered at Council meetings:

- a. Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance.
- b. Resolutions are adopted to express Council policy or to direct certain types of administrative action. They have the same effect as a motion, but in a written form. A resolution may be changed by adoption of a subsequent resolution.
- c. Proclamations are issued solely under the Mayor's authority. It is not required that they be read or presented at a Council meeting.
- d. Motions are official Council actions which do not require documentation in writing. They often are the Council authorizing action (e.g., signing an agreement by the Mayor) or to provide direction to staff to prepare an item for future consideration.

## **Section 9. Motions**

9.1 The proper form to make a motion is to directly state that you are making a motion by saying, "I move...". For example, "I move the adoption of Ordinance X-Y-Z" or "I move we authorize the Mayor to sign the agreement...". Motion-makers should avoid statements like, "I would like to make a motion..." If the presiding officer has entertained a motion and stated it, it is sufficient to say, "So moved."

9.2 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of a motion, agenda order, request for a roll call vote, point of order, and adjournment. After consideration of the Mayor's ability to break a tie vote according to State law<sup>2</sup>, a motion that receives a tie vote is deemed to have failed. Motions shall be clear and concise and not include statements for the motion within the motion.

<sup>2</sup> RCW 35A.12.100, in part: "*The mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.*"

- 9.32 After a motion and a second, the Mayor will state the names of the Councilmembers making the motion and second.
- 9.43 After a motion has been made and seconded, the Council may discuss their opinions on the issue prior to the vote. Public comment shall not be allowed when a motion is pending.
- 9.45 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council or the seconder of the motion.
- 9.65 ~~A motion to table is not debatable, and requires a second. It shall preclude all amendments or debate of the issue under consideration. If the motion to table prevails, the matter may be "taken from the table" only by adding it to the agenda of a future regular or special meeting at which time discussion will continue. If an item is tabled, it cannot be reconsidered at the same meeting.~~
- 9.6 — A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a time certain at a future regular or special Council meeting.
- 9.7 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if a motion to reconsider receives an affirmative vote.
- 9.8 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. If seven (7) Councilmembers are present, then five (5) must vote in the affirmative to fulfill the 2/3 requirement. Debate is reopened if the motion fails.
- 9.9 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out and inserting, or substituting language in the motion.
- 9.10 Discussion of the motion only occurs after the motion has been moved and seconded.
- 9.11 The motion maker, Mayor, or City Clerk shall repeat the motion prior to voting.
- 9.12 The City Clerk shall take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law. The only acceptable votes are affirmative (Yes), opposed (No), or to abstain. No Councilmember shall be

allowed to pass when called upon and vote later in the order. [Silence or failure to vote by a Councilmember will be recorded as an approval.](#) Councilmembers may abstain from the entire vote as provided for in these rules and State law.

- 9.13 At the conclusion of any vote, the Mayor shall inform the Council of the result of the vote. The City Clerk may confirm the result.
- 9.14 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration. A motion for reconsideration may not occur until the following meeting.
- 9.15 When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.
- 9.16 Voting by telephone or other electronic means is allowed provided it is in compliance with State ~~public meetings and public records~~ law and the Councilmember(s) appearing by telephone can hear the entire proceedings and participants at the meeting can hear the Councilmembers that are appearing by telephone.

## **Section 10. Ordinances**

- 10.1 All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by the Mayor, City Administrator, City Attorney, Council committee, or a majority vote of the Council.
- 10.2 The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda. In the event an ordinance is proposed to change substantially by either staff or by a discussion at a prior Council meeting, a substitute ordinance shall be submitted. The substitute ordinance shall be identified by the same ordinance number with an indication of the ordinance's substitute status. (For example, Ordinance No. O2004-005 would be replaced with Ordinance No. O2004-005-S1)
- 10.3 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor and City Attorney. After the Mayor's signature, the City Clerk shall sign the ordinance.
- 10.4 Ordinances, or ordinance summaries, shall be promptly published as provided by law. The City will strive to reduce publication costs when possible.

- 10.5 An ordinance becomes effective five (5) days after the publication of the ordinance or ordinance summary unless otherwise specified.
- 10.6 There shall be one reading of an ordinance prior to any action and adoption by the City, unless a second reading is required by state statute or City code.
- 10.7 The Mayor may veto an ordinance as provided for in State law.<sup>3</sup>

### **Section 11. Mayor and Mayor Pro Tem**

- 11.1 The presiding officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Mayor Pro Tem shall act in that capacity. If both the Mayor and Mayor Pro Tem are absent, the Councilmembers present shall elect one of their members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem.
- 11.2 The Presiding Officer shall:
- a. Preserve order and decorum in the Council Chambers/meeting room.
  - b. Observe and enforce all policies and procedures adopted by the Council.
  - c. Decide all questions on order, in accordance with these policies and procedures, subject to appeal by any Councilmember.
  - d. Recognize Councilmembers in the order in which they request the floor.
- 11.3 Challenges to Ruling of Presiding Officer. Notwithstanding anything herein contained, including Robert's Rules of Order, to the contrary, any member of the Council shall have the right and privilege to challenge any ruling of any kind made by the presiding officer at any Council meeting, in which case the approval or disapproval of the ruling of the presiding officer shall immediately and without debate or comment be put to a vote of the Council, and the decision of the majority of the members of the Council present, shall prevail.

### **Section 12. Council Relations with Staff**

- 12.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.

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<sup>3</sup> RCW 35A.12.~~130~~100, in part: “The mayor shall have the power to veto ordinances passed by the council and submitted to him or her as provided in RCW 35A.12.130 but such veto may be overridden by the vote of a majority of all councilmembers plus one more vote.”

- 12.2 City staff acknowledges the Council as policymakers, and the Councilmembers acknowledge it is City staff's responsibility to implement Council policy.
- 12.3 Councilmembers shall not attempt to influence City staff in the selection of, or retention of, personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits, except as otherwise provided by law. The Mayor may invite Councilmembers to participate in certain hiring or consultant selection processes.
- 12.4 Councilmembers shall not attempt to interfere with ~~the administration or internal operation and practices of any City department~~any City department's administration or internal operation and practices.
- 12.5 To ensure timely response and any required administrative actions, mail addressed to the Mayor shall be copied and circulated to all appropriate persons as soon as practicable after it arrives. Regular and electronic mail received by the City and addressed to Councilmembers shall be opened, copies and provided to the Councilmembers, distributed to appropriate persons within the City, and retained in compliance with public records laws. Mail of all types that relate to political campaigns will be unopened, destroyed and not distributed.
- 12.6 No Councilmember shall direct the City Administrator or staff to initiate any action or prepare any report that requires significant resources, or initiate any project or study without the consent of the Mayor or a majority of the Council.
- 12.7 Individual requests for information can be made directly to the department director unless otherwise determined by the City Administrator or Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Administrator or Mayor. For questions regarding items pending before the Council, Councilmembers may contact the identified staff contact.
- 12.8 Requests for staff attendance at community meetings shall be made to the City Administrator or Mayor and may be approved on a staff availability basis. No request may be granted within 90 days prior to any election where a seated Councilmember is up for election.

### **Section 13. Council Meeting Staffing**

- 13.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator or applicable department directors shall attend the meeting.
- 13.2 The City Attorney shall attend all ~~regular~~ meetings of the Council unless excused by the City Administrator or Mayor and shall, upon request, give an opinion either written or oral on legal questions. An Acting City Attorney may attend meetings when the City Attorney has been excused. The City Attorney or designated City Attorney shall attend any executive sessions that are scheduled for the purpose of discussing potential or pending litigation.
- 13.3 The City Clerk ~~or designee,~~ Deputy City Clerk, or designee shall attend ~~regular, special, and worksession~~all meetings of the Council, keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting.

#### **Section 14. Councilmember Attendance at Meetings**

- 14.1 Councilmembers will inform the City Administrator, Mayor, another Councilmember or Executive Assistant/Deputy City Clerk if they are unable to attend any Council meeting, or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence.
- 14.2 As provided for in State law, a Councilmember shall vacate a position upon three unexcused consecutive absences from regular meetings.<sup>4</sup>

#### **Section 15. Media Representation at Council Meetings**

- 15.1 All public meetings of the City Council and its advisory committees, except ~~E~~xecutive ~~S~~essions, shall be open to the media, freely subject to recording by radio, television, digital and photographic services and the public at any time, provided that such arrangements do not interfere with the orderly conduct of the meeting. The public may not be prohibited from electronic recording of Council meetings.

#### **Section 16. Council Representation**

<sup>4</sup> RCW 35A.12.060: "In addition a council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council."

- 16.1 If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clearly states these statements do not represent the majority Council's position.
- 16.2 Councilmembers and the Mayor, when serving as a Tumwater representative, may act without authorization on specific votes for matters which pertain to the general operation of the organization or are emergency in nature. Issues ~~that~~<sup>which</sup> have a direct financial impact on Tumwater finances, the level of service provided in Tumwater, or are ~~issues~~<sup>matters</sup> of significant policy shall be reported back to the Tumwater Council for feedback and potential authorization before taking action.

### **Section 17. Confidentiality**

- 17.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive session when the information is marked confidential.
- 17.2 Regarding executive sessions or confidential matters, all contacts with the outside parties shall be done by designated City staff handling the issue. Prior to discussing the information with anyone other than fellow Councilmembers, the City Attorney, or City staff designated by the City Administrator or Mayor, Councilmembers should review such potential discussion with the Mayor, City Administrator or City Attorney. Any Councilmember having any such contact or discussion shall make full disclosure to the Mayor, City Administrator, City Attorney and/or the City Council in a timely manner.

### **Section 18. Conflict of Interest**

- 18.1 City Councilmembers and Mayor shall comply with the City's gift acceptance policy.
- 18.2 City Councilmembers and Mayor shall excuse themselves from consideration of any proceeding in which they have a direct interest. If a conflict exists, the affected Councilmember or Mayor shall excuse themselves and leave the Council Chambers/meeting room prior to any briefing, hearing, discussion, or other consideration of the issue. Ultimate compliance with the State of



Washington Conflict of Interest statutes is the responsibility of individual Councilmembers and the Mayor.

### **Section 19. Public Records**

- 19.1 Public records created or received by the Mayor or any Councilmember will be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicate of those received by, or in the possession of the City, are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Attorney.
- 19.2 Records created or received as part of interjurisdictional assignments are the responsibility of the interjurisdictional committee sponsoring organization.
- 19.3 As elected officials, the Mayor and Councilmembers have sole responsibility for compliance with all State Public Disclosure Commission rules and regulations.

### **Section 20. Mayor Pro Tem Selection Process**

- 20.1 The Mayor Pro Tem shall be elected to a two-year term at the first Regular Council Meeting in January following a municipal election year. The Mayor shall conduct the election for the Mayor Pro Tem, who shall be elected by a majority of the full Council. The Mayor Pro Tem shall be limited to two consecutive terms, unless by unanimous vote the limitation is waived.

### **Section 21. City Council Committees**

- 21.1 The following standing City Council Committees are formed as described:
  - a. Budget and Finance. Develop and review policy issues and make recommendations regarding budget amendments, financial contracts, social and health services funding, financing, and budget development not otherwise covered by other committees or the full Council.
  - b. Public Works. Develop and review policy issues and make recommendations regarding streets, utilities (water, sewer, storm sewer), utility rates, sidewalks, bicycle paths, competitive bidding for public works projects, award of public works projects, public transit, transportation planning, and traffic safety.
  - c. General Government. Develop and review policy issues and make recommendations regarding parks, recreation, facilities, golf course, trails,



planning, licensing and regulation, zoning and land use regulations, historic preservation, economic development, and intergovernmental relations not covered by another committee.

- d. Public Health and Safety. Develop and review policy issues and make recommendations regarding police, municipal court, fire, emergency services, dispatch and communications systems, community wellness, risk/hazard issues, epidemics, sickness, sanitation, disaster, and emergency planning.

21.2 Each committee, with the exception of the Budget and Finance Committee, shall have a membership of three (3) Councilmembers.

21.3 The Mayor shall appoint the members of each Council committee by the second meeting of each even-numbered year. Committee members shall serve two-year terms. Committee members shall select the Chair of each committee at the first committee meeting following the appointment. The Budget and Finance Committee shall be composed of the chairs of the other three committees and shall be chaired by the Mayor who shall retain a full vote.

#### 21.4 Committee Work Programs and Agendas.

The Council Committee shall, with staff support, study issues and make recommendations to the full Council for action.

- a. Committee Agendas. Committee Agendas shall be prepared by the ~~Thursday~~ Wednesday prior to the committee meeting in coordination with the committee chair and in consultation with the City Administrator or Mayor. The City Administrator, the Administrator's designee, Committee Chair, majority of a committee, or the Mayor may add things to the agenda. If there are no agenda items for a meeting at the time the agenda is due, the meeting will be canceled. Emergent issues may be added at the request of the Mayor or City Administrator and approval of the Committee chair. The Committee members shall be notified of the change to the agenda by telephone or email.
- b. Committee Minutes. The City Clerk will maintain minutes of meetings, recording attendance, discussion topics, and actions at a minimum. The minutes shall serve as the reports of the committee to the full Council. Committee chairs may supplement the minutes with additional information at the full Council meeting.

- c. Committee Function and Scope. The scope of Council committees is limited primarily to policy matters. They shall review such matters within their general areas of jurisdiction and shall formulate recommendations to the full Council for action. In certain circumstances, and with prior specific authorization from the full Council, a committee may conduct a public hearing.

## 21.5 Council Committee Schedule and Member Attendance.

- a. Each committee shall establish a regular meeting time of at least once per month. The committee schedule and the agendas for meetings shall be noticed in accordance with State law and on the City's website.
- b. All committee meetings are open to the public unless the subject matter is such that it would be the basis for the committee to meet in executive session according to state law.
- c. Committee members will strive to attend their assigned meetings. ~~If a committee member cannot attend, that committee member shall arrange for another Councilmember to attend in their place.~~ Except in bona fide emergencies, failure to attend two consecutive committee meetings ~~and to provide an alternate~~ shall be considered a resignation from the committee, so that a replacement can be made. A committee member who cannot attend may notify staff to see if an alternate is available.
- d. Any Councilmember wishing to attend a meeting of a committee which ~~he or she is~~ they are not a regular member shall provide the Chair of that committee and the Executive Assistant/Deputy City Clerk with sufficient advance notice of ~~his or her~~ their intent to attend, and will attend in the capacity of an observer only.

## Section 22. Appointments to Regional Organizations

- 22.1 Appointments to regional bodies, ad-hoc community committees or other special committees outside the City auspices may be made by the Mayor.
  - a. Any Councilmember may express an interest in a particular subject and interest in serving on a particular regional body directly to the Mayor.
  - b. When a regional body requests membership recommendations where the regional body makes the final appointment, the Mayor shall ask Councilmembers to state their interest for appointment. Any names shall be submitted by the Mayor to the regional body which will then make the appointment(s) subject to confirmation by the Council.

- c. When the City has the authority to make direct appointment to a regional committee, the Mayor shall appoint said representatives on an annual basis, unless the appointments are for a longer term.

22.2 When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting by a majority vote. When possible, ~~said~~ selection of the voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

### **Section 23. Travel and Training Budgets**

23.1 Individual Councilmember Training. Each biennium, every Council position will be allocated \$500 to be used for training and travel expenses related to their official duties as Councilmember. The allocation may be combined with funds from other organizations or personal funds. Councilmembers may allocate their funds to other sitting Councilmembers. Funds may not be carried over to another biennium. Valid expenses will be determined by the City's administrative policies. Individual luncheons or other events that are not fundraisers and ~~which~~ comply with the City operating policies attended on behalf of the City are eligible for funding under this rule.

23.2 Shared Training. Each biennium, the Council will determine as part of the budget consideration/adoption process, the amount of additional funding provided to the Council for attendance at required meetings and conferences such as the AWC Annual Conference and the Legislative Workshop. In so doing, the Council may determine the number of Councilmembers that will be attending. The budget may also include a major conference line item. Any Councilmember may request up to \$1,000 of this line item to be spent on travel, lodging or registration for a major conference in the United States or Canada. Any such conference shall be related to the business of the City. The Council shall make the decision on any such request by majority vote. The funds will be allocated on a first-come basis until the budget allocation is exhausted. Costs over the amount approved by the Council may be paid by the individual Councilmember, another organization, a scholarship, or the Councilmember may use some or all of their Individual Training funds from Section 23.1.

### **Section 24. Suspension and Amendment of Rules**

- 24.1 Suspension of the Rules. Any provision of these rules not governed by State law or ordinance may be temporarily suspended upon proper motion and second and a majority vote of the Council.
- 24.2 Amendments to Rules. Permanent amendments to these rules shall be made by resolution of the Council, provided the amendments are not approved at the same regular meeting where they are introduced.

## **Section 25. Other Rules**

- 25.1 The activities of the Mayor and City Councilmembers shall also be subject to the City's administrative and personnel policy manual. Copies of these policies and procedures shall be provided to new Councilmembers at orientation and ~~to~~ all Councilmembers upon amendment.

## **Section 26. Disciplinary Sanctions**

- 26.1 The Council has power under general State law to impose punishment on its members, short of removal from office, for violation of State law or Council rules.
- a. When a Councilmember or the Mayor believes that another Councilmember may have violated the adopted Council operating protocols, rules, laws, or policies, the suspecting Councilmember or Mayor shall discuss the issue ~~with the offending Councilmember~~ privately with the offending Councilmember in an attempt to resolve the issue informally.
  - b. In the event the violations are believed to continue, by majority vote of the City Council, the Council may commission an investigation of the charges. In such a case, the investigation may be done by a party outside the City of Tumwater. If an investigation is required, the investigation shall, where appropriate, follow generally accepted management and supervisory procedures as outlined in the relevant administrative and personnel policy manual.
  - c. The results of the investigation shall be submitted to the Mayor and City Council.
  - d. The charged Councilmember shall be given the opportunity to respond to any allegation, report, or finding prior to any action being taken.
  - e. The City Council shall review the findings and ~~by majority vote shall consider and adopt the applicable findings~~ shall consider and adopt the

applicable findings by majority vote. The process for this action shall be consistent with these rules and applicable personnel policies.

- f. Sanctions may be imposed for material violations pursuant to this Section and shall be determined by a majority vote of the Council. The process for this action shall be consistent with these rules. The Council shall consider the intent, risk, and severity of the violation to determine the appropriate level of sanction or punishment.
  - i. Consequences and sanctions could include, and range between, a verbal admonition, a written reprimand, censure, or removal of a Councilmember from Council committee chair positions or committee memberships, or removal of intergovernmental duties.
  - ii. Additional consequences may include leadership development or other training. The Councilmember in question may spend time with the City Administrator, Mayor, or Administrative Services Department staff to develop leadership skills ~~and/or~~ and/or develop a corrective action plan that is mutually agreed upon.
- g. If a Councilmember is believed to have violated State Law, any individual Councilmember may choose to refer the alleged violation to the Thurston County Prosecuting Attorney's Office, Public Disclosure Commission, or other appropriate agency for appropriate action.

## **Section 27. City Council ~~Computer~~ Electronic Equipment Policy**

- 27.1 Intent. The following policies apply to the use of City-provided portable computers, telephones and electronic devices (hereafter "equipment") ~~"computer" or~~ when made available to the Mayor and City Council. These rules are supplemental to the City's Operating Policies which address use of all information technology resources by staff and Elected Officials. For purposes of this policy, any reference to City Council is specific to the seven-member City Council and any reference to Elected Officials includes the Mayor and City Council.

## 27.2 Ownership.

- a. ~~Equipment~~~~Computers~~ provided to the Elected Officials shall remain the property of the City of Tumwater.
- b. ~~Equipment~~~~Computers~~ shall be returned to the City prior to the end of the Elected Official's term. Failure to do so could result in garnishment of the final pay check.
- c. Elected officials will use due care and caution in the maintenance and care of the ~~computer~~equipment.
- d. The ~~computers~~equipment will be password protected at all times and will not be left where they can be easily stolen, damaged, or accessed. Replacement of lost, damaged, or stolen ~~computers~~equipment will be reviewed by the City Administrator on a case-by-case basis.
- e. The City will provide routine maintenance of the ~~computers~~equipment consistent with City operation policies. (Policies: 5.03.04, 5.07.02)
- f. The ~~computer~~equipment shall not be loaned or otherwise accessed by non-City employees.

## 27.3 Appropriate Use.

- a. The ~~computer~~equipment shall only be used for official City business. (Policy 5.03.01) No commercial, political, personal, pornographic, illegal or offensive use will be allowed. (Policy 5.04)
- b. There may be no addition or downloading of software or programs without prior authorization from the City's IT department. (Policies: 5.03.03, 5.04)
- c. Use is limited to official City business only. Any postings, blogging, messaging, or social media activity is limited to official City sites and activities and may not be used for personal sites or social media. (Policy 5.03.01)
- d. ~~Computers~~Equipment may be used during Council meetings, but members should be mindful of the appearance ~~to those in the audience and watching on TV~~to those in the audience and viewing on a television, computer, or other device. Users should make sure the volume is off and should keep web surfing and other activities to a minimum necessary to access meeting-specific agenda and packet information, meeting notes, and resource or research material specific to matters pending before the

Council. No communication between Councilmembers, postings, blogging, messaging, or social media activity is allowed during meetings.

~~Computer~~Equipment use during meetings shall be solely related to the business of the meeting.

- e. All electronic communications by Councilmembers related to City business are public records. Councilmember communications shall be sent using City equipment and designated City accounts so that it may be properly archived and maintained in compliance with the City's Records Retention Schedule.
- f. Councilmembers may not use City equipment or designated accounts to transact City business in violation of the Open Public Meetings Act. Councilmembers should limit communications with other Councilmembers to ensure City business is conducted only at scheduled open meetings. If a Councilmember wishes to have information distributed to other Councilmembers, they should contact the City Administrator to distribute the information.

#### 27.4 Records Management.

- a. Records must be retained consistent with the State Attorney General's Local Records Retention Schedule for Local Agency Records.
- b. No deletion of original, primary files is allowed.
- c. Secondary copies and, downloaded but unaltered files, may be deleted.
- d. There is no expectation of privacy in the use of City equipment. The City may access the ~~computer~~equipment, saved files, internet logs, email records, metadata, or any other pertinent information at any time without notice. (Policies: 5.03.02, 5.07)
- e. All information contained on City equipment is public. There is no protection, and the City will provide no defense, for private or personal files, data, email, or documents that reside on any City-owned ~~computer~~equipment. (Policies: 5.06.01, 5.07.03)

### **Section 28. Interpersonal Behaviors**

28.1 In order to maintain decorum and good working relationships, Councilmembers shall:

- a. Promote and require respect and civility in dialog between Councilmembers, Mayor, staff, and the public while still allowing for



healthy disagreement.

- b. Be courteous and professional at all times in recognition that Council communications and behaviors set the tone for the organization.
- c. Allow the public to respectfully present information and opinions at appropriate meeting times and Councilmembers, the Mayor, and staff will not engage in debate with the public during the meeting.
- d. Authorize the presiding officer at a Council meeting, when complaints are raised by the public or an elected official, to take the contact information and make a follow up contact with the speaker to obtain resolution; alternatively, if the item can be easily resolved or answered, the presiding officer may provide the answer or ask staff to provide the information. The presiding officer will acknowledge the speaker's comments.
- e. Not consume food or chew gum at the dais or while on camera.
- f. Help ensure that everyone who wants to speak gets a chance to by limiting individual comments so as to not be repetitive, argumentative, and/or off-topic.
- g. Be recognized by the meeting's presiding officer before speaking.
- h. Not have side conversations, cell phone calls, on-line activity, or texting during the meeting when not in support of the business before the Council.
- i. Include, when possible, ~~in regular Council meetings a positive note or celebration of community accomplishments, recognition of staff achievement, or presentation of an award or commendation for the City, an employee, or other official~~ a positive note or celebration of community accomplishments, recognition of staff achievement, or presentation of an award or commendation for the City, an employee, or other official in Regular Council Meetings.
- j. Use formal titles (Councilmember Jones, Mayor Anderson, etc.) during ~~regular~~ Formal Council ~~M~~meetings, but it is not required and shall be left up to each individual's discretion at informal meetings and ~~worksessions~~ committee meetings.
- k. Be respectful of Council time, as staff, by scheduling full ~~and complete~~ meetings and not having Worksessions when there are insufficient agenda items.



- l. Honor and respect disagreements and differences as an important feature of policy making and governance.
- m. Not criticize those who vote against your position on any issue.
- n. Respect the decision once a policy is passed or defeated by the majority vote.
- o. Strive to honor time limits on the meetings.
- p. Provide Councilmembers with sufficient information prior to meetings, and Councilmembers will review the meeting materials and come to the meeting prepared.
- q. Strive to attend the applicable meetings and assignments or inform the Mayor or City Administrator if unable to attend. If possible and applicable, notice will be in time to provide an alternate meeting time.
- r. Carefully research the facts, the other organization's perspective, and potential damage to organizational relationships before criticizing another partner agency or organization. If possible, criticism and concerns will be delivered to the agency directly.
- s. Support the success of City staff in their role as experts and advisors. Concerns about [the](#) performance of staff will be raised to the City Administrator or Mayor.

~~t. Come to meetings prepared and having read the materials.~~

28.2 In order to promote efficiency, ensure preparedness, and avoid surprises, Councilmembers shall:

- a. Make every attempt, as an elected official, to notify staff in advance of public meetings about key questions and discussion points that the officials would like addressed during ~~regular meetings or work sessions~~.
- b. Make every attempt, as staff, to notify the Mayor and/or City Administrator of key issues, events, and other emerging issues in advance of public notices of these issues and events that would be of interest or concern to the City Council.
- c. ~~To strive~~[Strive](#) not to surprise other Councilmembers, while honoring the boundaries of the Open Public Meetings laws.
- d. Make every attempt to avoid having elected officials, the Mayor, or City Administrator read about significant City issues, comments, etc. in the

- ~~paper~~media first, before being advised in person, by phone, or email.
- e. Be inclusive in policy making. Seeking just a majority leaves out Councilmembers with whom ~~you may need~~ a positive relationship ~~later~~will be needed.
  - f. Regularly check email ~~, if available,~~ in order to use it as an efficient tool for communicating City news.
- 28.3 In order to be efficient and maintain respective roles, Councilmembers, Mayor and staff shall:
- a. Strive for a partnership, as Mayor and City Council, in the governance and operation of the City while respecting the necessary responsibilities for checks and balances.
  - b. Seek to involve, as Mayor, the Council in civic events and celebrations.
  - c. Use the Council Committee structure to ~~flesh-out~~formulate issues, develop and review alternatives, make recommendations to the full Council, and provide input to the Mayor and staff.
  - d. Empower staff to give input and challenge the potential ideas and direction of Council provided it is done respectfully, professionally, and in the appropriate setting, ~~(such as in private, in a W~~worksession, or committee meeting~~)~~. Similarly, staff is clear to help ensure that all perspectives and alternatives are represented prior to action. Council will be clear in asking if they are seeking facts/data or opinions.
  - e. Report, as the Mayor and City Administrator, to Council in the following frequency as appropriate:
    - i. At Council Mmeetings ~~and worksessions~~
    - ii. In bi-weekly City Administrator's Reports
    - iii. Quarterly financial reports
    - iv. Council meeting minutes
    - v. Additional reports and City Attorney memos that may be submitted at the request of the Council or ~~prerogative~~ direction of the Mayor or City Administrator
  - f. Understand that City staff will be asked to inform the City Administrator and Mayor of their contacts with the City Councilmembers in the interest of keeping the entire leadership team informed on key issues, requests and other City business related to their interactions.

- g. Empower City staff to advise City Councilmembers of the need to seek the approval of the City Administrator and/or Mayor before responding to requests from the City Council.
- h. Learn about the actions and/or processes that occurred in meetings during an individual Councilmember's absence and take individual responsibility for obtaining the information. The City Administrator will make staff available for individual make-up briefings as time permits.
- i. Strive for unanimous votes from the City Council on decisions affecting key issues (e.g., bond issues, personnel issues, ~~etc.~~).
- j. Strive to make decisions on pending issues at the appropriate time, respecting the deadlines of others, and staff will strive to allow adequate time for Council to make decisions.
- k. Strive to celebrate the accomplishments of the City at all levels of the organization.

- 28.4 In order to ensure an orderly and fair process for Council to make inquiries, request information and studies, and initiate policy, the Councilmembers agree as follows:
- a. At any time, specific Department Directors may be approached directly by a Councilmember to answer operational questions about specific departments' delivery of services, etc.
  - b. The City Administrator should be approached with questions that involve more than one department or cross-over into all aspects of City operations and require no action.
  - c. The Mayor or City Administrator shall be approached for all requests for actions, studies, or policy initiatives that involve additional City resources.
  - d. The City Administrator may be able to accommodate the request ~~or may request the entire Council review major requests for studies and policy initiatives in order~~ or request the entire Council review major requests for studies and policy initiatives to determine the level of priority before assigning or reallocating resources.
  - e. Councilmembers may initiate a request for a study or policy initiative as a part of the budget development process, ideally at goal-setting meetings. The initiative would be considered as part of the overall budget and either be approved or not approved.
  - f. Councilmembers may also initiate requests for studies or policy initiatives at committee meetings or ~~at~~ Council meetings. Councilmembers should strive to alert the Mayor or City Administrator that such a request is being submitted prior to the meeting.
- 28.5 The Mayor agrees to employ a collaborative process that includes representatives of the City Council when ~~in the process of~~ reviewing candidates for key positions within the City, whenever possible.
- 28.6 The Mayor, City Council, City Administrator, and senior staff agree ~~that an informed policy body is the most effective means to establishing sound public policy and therefore shall strive to both ask and answer any question that~~ is of establishing sound public policy and therefore shall strive to both ask and answer any question relevant to creating and managing public policy.

28.7 In order to maintain coordinated media communications and respect the collective decision-making role of the Council, Councilmembers agree as follows:

- a. If members of the media make ~~personal inquiries~~ direct contact concerning other City elected officials (Mayor and Council), the recipient (staff or Council) of the inquiry should refrain from responding unless they have first-hand knowledge of the ~~situation-matter~~ or until they have an opportunity to talk directly with the Mayor or City Administrator.
- b. To speak only for one's own particular point of view on an issue and clarify to the reporter that you are only speaking for yourself. Do not speak for the entire Council or the City unless specifically authorized to do so by the Mayor or City Administrator.
- c. To utilize the Executive Department Communications staff as a resource to assist with media contacts or notify others of media contacts.
- d. To not comment on issues of pending or potential litigation or quasi-judicial matters, referring those media contacts to the City Attorney or City Administrator.

## Section 29. Social Media

Councilmembers are advised to be cautious with the use of social media (Twitter, Facebook, Instagram, etc.) to avoid violations of State law, City Social Media Policy, and these rules.

29.1 Councilmembers may not use social media sites to conduct City Council business.

29.2 ~~Councilmembers should not have their own City-related social media accounts.~~ The official City social media will be managed by City staff under policy parameters set by the City Council.

29.3 Campaign-related social media accounts should be maintained separate from all City-related social media in order to keep campaign activities separate from City business.<sup>5</sup>

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<sup>5</sup> RCW 42.17A.555, in part, "No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency."

29.4 Councilmembers should not post City business on personal social media sites and should not comment about City business on social media sites hosted by others. Content from City social media accounts may be shared on personal accounts; Councilmembers should not comment on City social media content.

### 30. Remote Meetings

Remote attendance by Councilmembers is allowed in compliance with these rules and State law.

30.1 Preparation and Participation. Councilmembers should prepare in advance for remote attendance and follow proper video conferencing etiquette.

a. WiFi Connection.

A Councilmember attending remotely must be able to hear public comment or testimony and staff presentations in real time. Ensure there is a stable network or WiFi connection and bandwidth at the remote location is not diverted by other users at that location.

b. Remote Location and Background.

The City-provided Zoom background should be used for all remote meetings. Individuals at the remote location should be prepared in advance to ensure a quiet and disruption-free space.

c. Alternate Remote Location.

Councilmembers having trouble maintaining a stable connection or disruption-free environment may use an office, or other suitable location, at City Hall to join the meeting.

d. Name and Title.

Councilmember name and title should appear in the participant information followed by personal pronouns if desired. For example Name, Councilmember (pronouns).

e. Microphone.

Councilmember should mute their microphones when not speaking.

f. Camera.

Councilmembers should turn cameras on while the meeting is in session. It is important to maintain a quorum at all times.

g. Request to Speak.

Councilmembers should ~~physically~~ raise their hand to be called upon. If attending by phone, the meeting chair will attempt to check in regularly. When attending by phone, Councilmembers should state their name before speaking.

h. Making a Motion.

When making a motion, speaking, asking a question, etc. – if the Mayor has not called a name, Councilmembers should state their name before speaking.

i. Meeting Recording.

Do not record meetings. City staff will record all open public meetings for archiving.

j. Chat Feature.

Do not use the chat feature. All chats during a meeting are public records that must be retained and disclosed.

k. Screen Sharing.

Only presenters should use the screen share function.

l. Voting.

Voting must be verbal and audible to all attendees. Roll call votes may be taken to ensure votes are logged accurately. In the instance of a roll call vote, each Councilmember will be called upon individually to log their vote verbally for the record.

m. Executive Session.

A Councilmember attending an Executive Session remotely must be able to maintain confidentiality of the proceedings. Due to the private and confidential nature of Executive Sessions, councilmembers must be alone where they cannot be overheard by others.

30.2 Public Participation. The public may attend meetings remotely via video conference, online meeting platform, or telephone or view meetings on the City government access channel.

a. Online Meeting Platform and Telephone Access.

City of Tumwater meetings are broadcast via Zoom Webinars. The public can watch online by going to <http://www.zoom.us/join> or calling (253) 215-8782 and putting in the webinar ID and passcode. The webinar ID and passcode information for each meeting can be found on the meeting agenda. Other similar platforms may be utilized and appropriate notice and access information provided.

b. Cablecast and Livestream.

Every formal City Council meeting is cablecast and livestreamed on cable television and the internet. Formal Council meetings can be viewed on ~~cable television or~~ the local government access channel.

c. Public Comment.

The public can register at a unique link for each formal Council meeting to provide public comment during the remote meeting. Written comments may also be submitted before the meeting by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

d. Public Meeting View.

The view of the meeting will be much like a Regular Council Meeting. The meeting platform will be set so the Mayor and Council can be viewed at all times.

e. Public Comment and Presenters.

The public will attend the webinar as attendees and will not be allowed to raise their hand, use the chat feature, and their video option will be turned off. The meeting host will unmute attendees registered for public comment so they may provide comment by audio only during the public comment period.



Presenters will be invited as a panelist to the webinar and after their presentation is over will be demoted to attendee.

### **30.3 Meeting Support~~and Security~~**

#### **a. IT Meeting Support.**

Staff tested the Zoom platform multiple times to plan for and mitigate possible unexpected scenarios. Some unexpected scenarios include: Zoom is an online program not under the City's control. Staff cannot guarantee the availability or reliability of Zoom. If Zoom is not working, the meeting will be rescheduled. If an individual's attendance is interrupted during the meeting, they will log back into the meeting as soon as possible. ~~If the~~ The City may utilize alternative platforms for meetings, similar limitations will apply.

The same scenario applies to internet connectivity. If the internet is interrupted or not working at City Hall or at a remote site where someone is participating, it is beyond staff control.

Councilmembers who have problems during the meeting can call the IT Help Desk for assistance, (360) 252-5494 and follow the prompts on the Voice Menu.

Date of Adoption: \_\_\_\_\_ ~~August 4, 2020~~