



CITY OF
TUMWATER

**PUBLIC WORKS COMMITTEE
MEETING AGENDA**

**Online via Zoom and In Person at
Tumwater City Hall, Council Conference
Room, 555 Israel Rd. SW, Tumwater, WA
98501**

**Thursday, November 20, 2025
8:00 AM**

1. Call to Order
2. Roll Call
- [3.](#) Service Provider Agreement with Fehr & Peers for Vehicle Miles Traveled Gap Analysis (Water Resources & Sustainability Department)
- [4.](#) Technical Services Agreement with King County for Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin (Water Resources & Sustainability Department)
- [5.](#) Service Provider Agreement with Carollo Engineers for the 2025 Sanitary Sewer Comprehensive Plan Update (Water Resources and Sustainability Department)
- [6.](#) Ordinance No. O2025-015, Eminent Domain for X Street (Transportation and Engineering Department)
- [7.](#) Resolution No. R2025-020 Craft District Development Agreement Amendment No. 4 (Transportation and Engineering Department)
8. Additional Items
9. Adjourn

Meeting Information

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

<https://us02web.zoom.us/j/82803926286?pwd=dnMvKaL2V3F11bRXpNZwafDjwsamTg.1>

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 828 0392 6286 and Passcode 122077.

Public Comment

The public may submit comments by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. the day before the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Manager
 DATE: November 20, 2025
 SUBJECT: Service Provider Agreement with Fehr & Peers for Vehicle Miles Traveled Gap Analysis

1) Recommended Action:

Place the Service Provider Agreement with Fehr & Peers to complete a Vehicle Miles Traveled (VMT) Gap Analysis on the December 2, 2025 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

On November 3, 2025 the City approved the Mayor to sign the Thurston Climate Mitigation Collaborative (TCMC) Interlocal Agreement (ILA) which authorizes regional initiatives to be coordinated and costs shared among the TCMC parties (Thurston County, Lacey, Olympia, and Tumwater). At the 2024 TCMC Annual Retreat and subsequent June 24, 2024 TCMC Executive Committee meeting, the 2025 Regional Initiative was selected to be a gap analysis of regional and jurisdictional plans and policies that aim to reduce greenhouse gas emissions in the transportation sector by reducing VMT. Regional staff reviewed qualifications and proposals solicited through a competitive process and selected Fehr & Peers for the project.

3) Policy Support:

- City Council Strategic Priorities and Goals 2025-2026: Be a Leader in Environmental Health and Sustainability.
 - Resolution R2018-015: Adopting common greenhouse gas emission reduction targets
 - Resolution R2021-001 - Accepting the Thurston Climate Mitigation Plan
 - Resolution R2021-002 - Declaring a climate emergency.
-

4) Alternatives:

Reject collaboration on the TCMC Regional Initiative. This would delay/potentially cancel planned work on TCMP Strategy T1 as well as commitments made by the city to implement the TCMP related to transportation generated greenhouse gas emissions.

5) Fiscal Notes:

Total cost for this project is \$65,000.00. WRS's approved budget for the Sustainability division has sufficient funds available to complete this work. Per the TCMC ILA, the city will lead the project, pay for the work, and request reimbursement from the TCMC parties totaling \$48,750.00, which is \$16,250.00 per partner

6) Attachments:

A. Service Provider Agreement

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

VEHICLE MILES TRAVELED GAP ANALYSIS

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20__, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Fehr & Peers Inc., a Washington corporation, 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 Exhibit “A” Scope of Services attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than December 1, 2025, and shall be completed no later than December 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

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 **SIXTY FIVE THOUSAND AND 00/100 DOLLARS** (\$65,000.00) as reflected in Exhibit "A".

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract 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.

F. 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 payment for such goods and/or services.

G. 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 or the end of the calendar year, whichever is earlier.

5. 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 the 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 the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. 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 this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. 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. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The 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 benefit 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.

8. INSURANCE.

A. 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.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 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.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the insurance policy, as respect to 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.

D. 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.

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

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given written notice of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. 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.

10. 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 being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional 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 CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. 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, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, 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. 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. “

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, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. “Race” is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have 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.

E. Nondiscrimination in Benefits. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the 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 Exhibit “B”.

F. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

12. 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.

13. 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.

14. 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.

15. 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. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, 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.

16. 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.

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. 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.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been

made and delivered within the State of Washington. 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 in the superior court of Thurston County, Washington. If the contract is with Thurston County, add “or in the superior court of either of the two nearest judicial districts as determined pursuant to RCW 36.01.050.”

21. 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.

22. 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.

****Signatures on the following page****

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

FEHR & PEERS
1001 4th Ave Suite 4120
Seattle, WA 98154
UBI No. 602-671-978
Phone No. 206-576-4225

Lisa Parks
City Administrator

Signature (Notarized – see below)
Printed Name:
Title:

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only

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, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the 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:_____

Fehr & Peers

Scope for Thurston Climate Mitigation Collaborative (TCMC) VMT Gap Analysis

Project Objective

The objective of this project is to evaluate whether existing jurisdictional plans, practices, and policies are sufficient to meet established vehicle miles traveled (VMT) reduction targets and identify what actions, both locally and regionally, are needed to close the gap. This work will include a gap analysis of regional and jurisdictional plans and policies related to VMT. The analysis will assess current strategies, summarize existing conditions and trends, and evaluate the scale of VMT generated by different jurisdictions across urban, suburban, and rural contexts. Findings will inform future updates to comprehensive plans, including both transportation and climate elements, and climate strategies, supporting alignment with state guidance and long-term greenhouse gas (GHG) reduction goals.

Task 1 – Project Management

Fehr & Peers will lead project management activities to ensure timely delivery, quality assurance, and clear communication throughout the project. Marissa Milam will serve as Project Manager and primary point of contact, supported by Chris Breiland, PE, Principal-in-Charge. The Project Manager will coordinate bi-weekly check-ins with City of Tumwater/TCMC staff.

The Project Manager will organize a kick-off meeting that will involve Tumwater and TCMC staff and our project team to review and confirm scope, schedule, budget, and deliverables. The kick-off meeting will establish communication protocols, clarify expectations on deliverables, and highlight schedule milestones or other key points. The Project Manager will provide monthly invoices and progress reports to document scope progress, budget expenditure, and any issues that could impact the budget or schedule. In the case of unanticipated issues or scope changes, The Project Manager will coordinate with the Tumwater project manager to address any concerns.

Task 1 Assumptions:

- Project team coordination will be via virtual meetings

- City/Collaborative Staff will clearly identify the goals of the project and targets against which gaps will be measured

Task 1 Deliverables:

- Monthly invoices and progress reports
- Kick-off meeting with agenda and action items
- Project schedule with task milestones and meeting dates

Task 2 – Data Collection

Fehr & Peers will prepare a detailed data request to identify local and regional datasets critical to the analysis, including VMT data and forecasts, comprehensive plans, GIS data, and other relevant documents. Where data gaps exist, we will propose reasonable substitutes and maintain transparency on limitations.

Task 2 Assumptions:

- City/Collaborative Staff will provide Consultant with all requested data within 4 weeks of receiving data request, and clearly state when certain data is not available

Task 2 Deliverables:

- Data request
- Excel summary of received data, including sources and limitations

Task 3 – Plan and Policy Review

Fehr & Peers will conduct a structured review of comprehensive plans, including transportation, land use, and climate elements, other relevant local and regional plans (including but not limited to jurisdiction's Transportation Improvement Plans and TRPC's Regional Transportation Plan), and related targets and policies for VMT reduction across participating jurisdictions. This review will be framed against best practices for VMT reduction and organized by the transportation strategies identified in the TCMP, which include:

- Set land use policies that support increased urban density and efficient transportation networks and reduce urban sprawl.
- Increase efficiency of the transportation system.*
- Increase adoption of electric vehicles.*
- Increase the use of public transit.

- Increase use of active forms of travel.

Findings will be synthesized in a technical memo highlighting areas of alignment, gaps, and opportunities across the region.

Task 3 Assumptions:

- City/Collaborative staff will review the draft memo and provide up to 1 round of consolidated feedback

Task 3 Deliverables:

- Draft and final technical memo summarizing plan and policy review

*These TCMP strategies are not related to VMT, but are included in the review to highlight how VMT reduction relates to other strategies to reduce climate impacts of transportation.

Task 4 – Staff Interviews

Building on the Task 3 findings, Fehr & Peers will develop draft interview questions that probe deeper into implementation practices, challenges, and opportunities for regional VMT reduction. Draft interview questions will be reviewed during one of the bi-weekly coordination meetings with staff. After staff review and approval, Fehr & Peers will schedule and conduct up to 10 half-hour interviews across local jurisdictions, TRPC, and Intercity Transit. Fehr & Peers will summarize these interviews in a brief technical memo, focusing on both strengths and areas where current practices may be insufficient to achieve VMT reduction targets.

Task 4 Assumptions:

- City/Collaborative Staff will:
 - Identify key staff for interviews
 - Provide introductory emails to initiate scheduling of interviews
 - Review and approve proposed interview questions
 - Provide one round of consolidated feedback on the interview summary memo

Task 4 Deliverables:

- Draft and final interview questions
- Draft and final technical memo summarizing the staff interviews

Task 5 – Analysis

Before initiating detailed analysis, Fehr & Peers will hold a discussion during one of the bi-weekly coordination meetings with staff to confirm the analytical framework and how results will be displayed. The analysis will focus on answering the core questions:

- Are existing jurisdictional plans, practices, and policies sufficient to meet established VMT reduction targets at the countywide level?
- How should existing planned actions be prioritized to meet the targets?
- If existing plans, policies, and practices are insufficient, how much additional action is needed?

Our analysis will focus on passenger vehicle and light truck VMT generated within Thurston County and incorporate findings from the plan and policy review and staff interviews. Fehr & Peers will coordinate with TRPC’s modeling team to summarize VMT data from the regional travel demand model, including:

- the relative amount of VMT generated within the county versus pass-through travel,
- the scale of VMT generated by different jurisdictions across urban, suburban, and rural contexts to clarify each jurisdiction’s contribution to regional VMT.

This VMT data will be pulled from the base and future year of the regional travel demand model; future-year model outputs will be used to provide general informational context. Because future conditions are uncertain and TRPC’s model does not currently undergo dynamic validation for VMT testing, these outputs will not be used for predictive analysis. Instead, they will provide a high-level reference to frame discussions about potential trends, while the primary focus remains on understanding current conditions and identifying actionable strategies to address gaps between existing efforts and adopted VMT reduction targets. The amount of VMT generated within the county versus pass-through travel is useful information to understand how much VMT the region has control over, and will be used to calibrate the general effectiveness of local and regional strategies.

To evaluate if the region will achieve the existing VMT reduction targets and understand the impact of future land use strategies, transportation/transit investments, transportation demand management strategies, etc., Fehr & Peers will use research and data on VMT change from sources like CAPCOA, the US EPA, and academic papers. This analysis will use estimates of VMT change to illustrate the order-of-magnitude impact of all combined existing policies within each jurisdiction, which will then be rolled up to the regional level to assess the remaining gap to achieve the VMT reduction target. This industry research will also be used to categorize the existing planned actions into high/medium/low categories for VMT reduction effectiveness to aid in prioritization in Task 6.

Additionally, Fehr & Peers will work with TRPC staff to confirm the availability and structure of StreetLight data, and explore whether StreetLight data should be used to supplement the understanding of controllable VMT within Thurston County. For example, StreetLight data could be used to identify the difference in VMT generated by denser, more mixed-use areas of the County. These findings could be extrapolated to speak to the VMT implications of land use strategies in the jurisdictions' Comprehensive Plans. A short technical memo will be developed that summarizes the data sources, methodology, and analysis findings.

Task 5 Assumptions:

- City/Collaborative Staff will review the analysis memo and provide one round of consolidated feedback
- TRPC modeling staff will provide the requested VMT outputs from the base and future year travel demand model

Task 5 Deliverables:

- PowerPoint with the proposed analysis methodology
- Meeting notes summarizing the approved methodology
- Draft and final analysis summary technical memo, covering data sources, methodology, and findings

Task 6 – Recommendations

Building on the results of the prior tasks, Fehr & Peers will develop a clear set of recommendations to close the gap between current strategies and practices at the local and regional level and adopted VMT reduction targets. This task will focus on creating a practical, actionable playbook that identifies:

- The strategies that are most effective in different contexts (urban, suburban, rural).
- Strategies that require regional coordination (e.g., land use patterns, transit service, pricing policies).
- Strategies that can be advanced locally (e.g., parking management, development code changes, targeted active transportation investments).
- Specific strategy gaps in the cities and Thurston County based on what other nearby communities have adopted related to VMT reduction.

The playbook will also distinguish mutually exclusive strategies from those that offer complementary or compounding benefits, helping jurisdictions prioritize actions that work together for greater impact. This structure will help decision-makers understand where to focus resources and how to coordinate efforts for maximum impact. To ensure

recommendations are evidence-based, we will evaluate the effectiveness of potential strategies using the most recent elasticity research and Fehr & Peers' custom Transportation Demand Management (TDM) tool. This tool allows us to quantify the estimated magnitude of VMT reduction from local and regional strategies. A short technical memo will be developed that summarizes the recommendations.

Task 6 Assumptions:

- City/Collaborative Staff will review the recommendations memo and provide one round of consolidated feedback

Task 6 Deliverables:

- Draft and final recommendations memo

Task 7 – Stakeholder Presentations

Fehr & Peers will prepare and deliver two presentations to stakeholder groups, including the Community Advisory Workgroup (CAW) and the Executive Committee (EC). While both presentations will summarize key findings and recommendations, each will be designed to reflect the distinct role, request for feedback, and next steps of its audience.

Task 7 Assumptions:

- City/Collaborative Staff will:
 - Coordinate the Consultant's presentation with the TCMC Administrative Consultant
 - Draft a staff report based on the work products of the Consultant to be included with the agenda packet
 - Organize collected feedback from CAW and EC to share with the Consultant

Task 7 Deliverables:

- PowerPoint presentation materials, attendance, and facilitation of CAW meeting
- PowerPoint presentation materials, attendance, and facilitation of EC meeting

Task 8 – Final Report

Fehr & Peers will develop a final report that integrates the feedback from staff, CAW, and EC into a comprehensive document, including two rounds of revisions. It will include all data analysis, policy review, interview findings, and recommendations in a cohesive narrative. Supporting datasets, metadata, and graphics will be provided in an accessible format to allow for future reference and use.

Task 8 Assumptions:

- City/Collaborative Staff will review the final report and provide up to two rounds of consolidated feedback

Task 8 Deliverables:

- Draft and final report
- Supporting data analysis documentation

Tumwater VMT Gap Analysis

Task #	Tasks	Fehr & Peers						Labor Costs	Direct Costs	Task Subtotal
		Principal in Charge	Project Manager	Regional Coordination	Transportation Planner	Graphics	Admin			
		\$ 400	\$ 250	\$ 280	\$ 165	\$ 215	\$ 145			
1	Project Management									\$ 6,050
1.1	Project management	4	12				10	\$ 6,050		\$ 3,630
2	Data Collection									
2.1	Identify data sources	1	2		4			\$ 1,560		
2.2	Data request		1					\$ 250		
2.3	Track and store data		2		8			\$ 1,820		
3	Plan and Policy Review									\$ 4,320
3.1	Review jurisdictional and regional plans		2		8			\$ 1,820		
3.2	Plan review memo	1	2	1	8			\$ 2,500		
4	Staff Interviews									\$ 8,285
4.1	Prepare draft interview questions	1	1	1	2			\$ 1,260		
4.2	Schedule interviews		1					\$ 250		
4.3	Conduct interviews	2	5	5	5			\$ 4,275		
4.4	Staff interview memo	1	2	1	8			\$ 2,500		
5	First Draft of Analysis									\$ 18,030
5.1	Establish analysis methodology	1	4		8			\$ 2,720		
5.2	Conduct gap analysis	4	12		30			\$ 9,550		
5.3	Draft analysis narrative report	1	4		16	8		\$ 5,760		
6	First Draft of Recommendations									\$ 12,350
6.1	Draft recommendations	1	6		18			\$ 4,870		
6.2	Draft recommendations narrative report	1	4		16	16		\$ 7,480		
7	Presentation									\$ 5,210
7.1	Develop PPT for CAW Meeting		2		4	2		\$ 1,590		
7.2	Present at CAW Meeting	1	2		2			\$ 1,230		
7.3	Develop PPT for EC Meeting		2		4			\$ 1,160		
7.4	Present at EC Meeting	1	2		2			\$ 1,230		
8	Final Report									\$ 6,460
8.1	Report	2	4		16	4		\$ 5,300		
8.2	Incorporate feedback/revisions		2		4			\$ 1,160		
Labor Total		22	74	8	163	30	10	\$ 64,335		
Technology and Security Fee*									\$ 640	
Total (Labor + Expenses)								\$ 64,975		

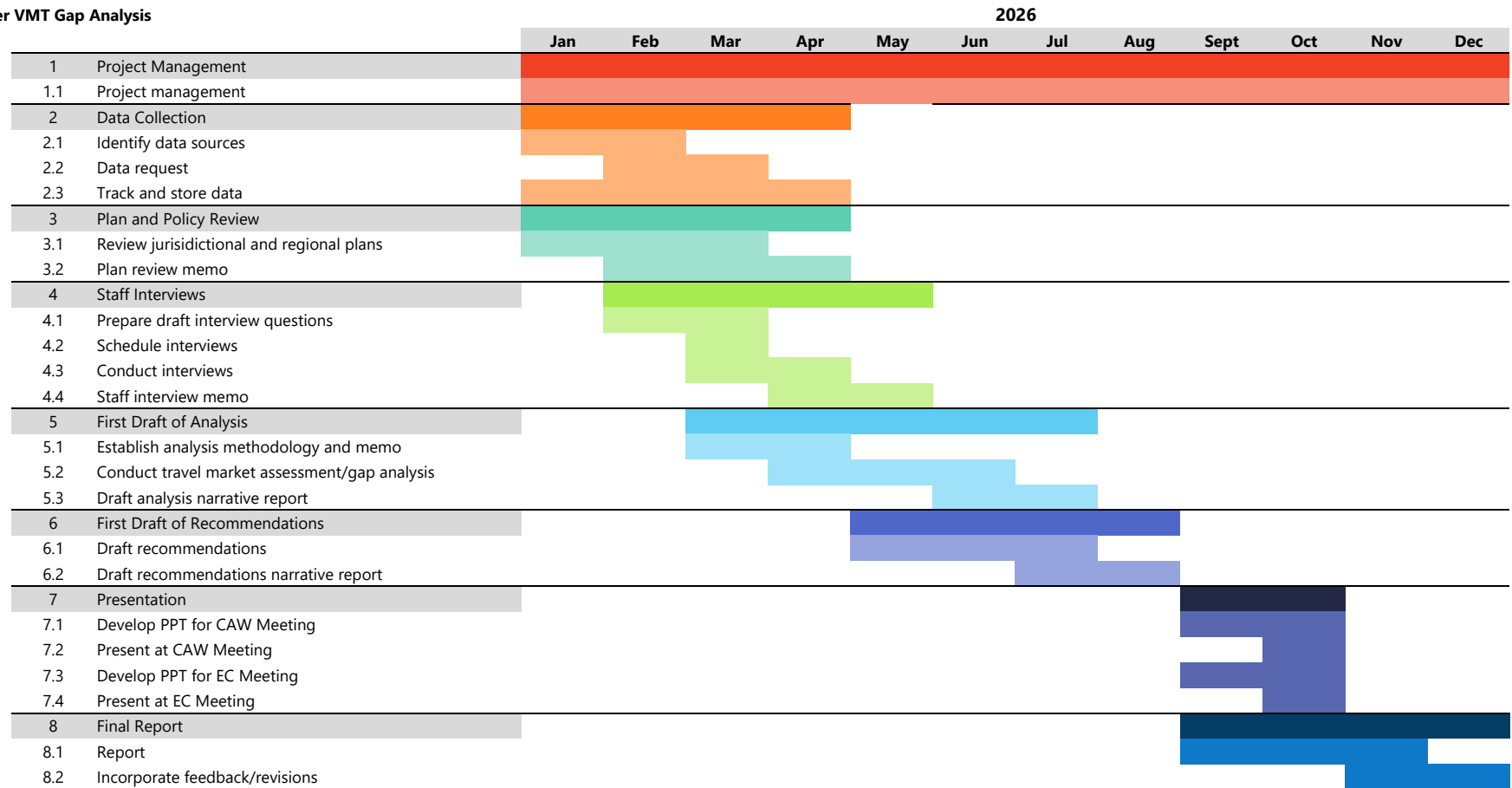
Notes:

Mileage is billed at the IRS rate plus 10% handling fee

All other direct expenses are billed with 10% handling fee

*Technology and Security Fee includes expenses related to software, computers, servers, and services to protect data; billed as a percentage of labor

Tumwater VMT Gap Analysis



Proposed schedule as of November 2025. This may be further refined during the project kick-off meeting in January 2026.

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;
2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or
3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;
2. The contractor is a sole source;
3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;
4. The contractor is a public entity;
5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;
6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

- A. Within the city;
- B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and
- C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

TO: Public Works Committee
 FROM: Alyssa Jones Wood, Sustainability Manager
 DATE: November 20, 2025
 SUBJECT: Technical Services Agreement with King County for Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin

1) Recommended Action:

Place the Technical Services Agreement with King County for the Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin on the December 2, 2025 City Council consent calendar, with a recommendation to approve and authorize the Mayor to sign.

2) Background:

To be most effective for our community, city climate work must include both reducing emissions and adapting to climate hazards. To date, the city has focused on emissions reductions with the implementation of the Thurston Climate Mitigation Plan. The work proposed under this contract will provide data on the city's sensitivities, exposure, and adaptive capacity to climate hazards and will recommend projects to increase the city's resilience long term. Many actions in the Climate Element of the Comprehensive Plan will be informed by the findings of this work.

3) Policy Support:

- City Council Strategic Priorities and Goals 2025 – 2026: Be a leader in Environmental Health and Sustainability.
 - Draft Climate Element of the Tumwater Comprehensive Plan (2025 Update), Draft Implementation Action CL-3.1.1.
-

4) Alternatives:

- ☐ Do not complete the vulnerability assessment. The result of this would result in changing climate conditions not being considered in the design of city infrastructure, programs, and community impacts.
-

5) Fiscal Notes:

This Technical Services Agreement incurs no cost to the city other than staff time.

6) Attachments:

A. Technical Services Agreement with King County

**Technical Services Agreement
Between King County and City of Tumwater
For Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin**

This Technical Services Agreement (“Agreement”) is made and entered into by King County, as represented by its Executive Climate Office on behalf of the Puget Sound Climate Preparedness Collaborative (Collaborative), hereinafter referred to collectively as “County,” and City of Tumwater, hereinafter referred to as “Cohort Participant” (collectively referred to as the “Parties”) in order for the County to provide technical services to support the Cohort Participant’s climate preparedness activity project (the “Project”).

The Parties mutually agree as follows:

I. Purpose

The purpose of this Agreement is to provide a mechanism to execute, and establish expectations for, the Small Communities Cohort Program, as described in Exhibit A, attached to this Agreement and incorporated herein. King County will facilitate the Collaborative’s retention of Small Community Cohort Fellows (“Cohort Fellow”) who will work with Cohort Participants to refine and develop Projects consistent with the Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin grant awarded by the National Oceanic and Atmospheric Administration (“NOAA Grant”), Award Number NA24NOSX473C0116-T1-01 / NA24NOSX473C0116 / Mod 0.

II. Management of Technical Services Provision

- A. The provision of services under this Agreement will be managed for the County by the King County Climate Preparedness Manager, or other staff as designated by the County, and by Cohort Participant staff as may be designated by the Cohort Participant (“Project Administrator”).
- B. In the event that a dispute arises under this Agreement, it shall be resolved by and between the King County Climate Preparedness Manager and the Project Administrator. If the dispute cannot be resolved at that level, it shall be referred for resolution to the Director of the King County Executive Climate Office and the Director of the Water Resources & Sustainability Department. This dispute resolution provision shall not be construed as prohibiting either Party from seeking enforcement of the terms of this Agreement, or relief or remedy from a breach of the terms of this Agreement, in law or in equity. Venue for dispute resolution will be King County, Washington.

III. Responsibilities

A. Responsibilities of both Parties

- a. The Parties agree to work together to refine and finalize the Project scope of work as submitted by the Cohort Participant and selected by the County, consistent with the NOAA Grant. The Project scope of work is described in Exhibit B attached hereto and incorporated by reference. The final Project scope of work, as agreed to by the Parties in writing, will include Project tasks, a Project timeline, and Project deliverables.
- b. Changes in Project tasks, timeline, and/or deliverables must be agreed upon in writing, and in advance of taking action on any such changes, by the County and Cohort Participant.
- c. The Parties shall not, on the grounds of sex, race, color, gender, age, creed, disability, marital status, national origin, religion, pregnancy, gender identity or expression, domestic violence victimization, sexual orientation, honorably discharged veteran or military status, use of a service or assistive animal by a person with a disability, or any other status protected by federal, state or local law, exclude any person from participation in, or deny any person the benefits of, the work encompassed within the Project. Additionally, the Parties shall not, and shall not allow or permit, retaliation of any kind against anyone who in good faith reports incidents of harassment, discrimination, or inappropriate conduct.

B. Cohort Participant Responsibilities

- a. In addition to the responsibilities outlined in Section III (A), above, the Cohort Participant shall also be responsible for:
 - i. Granting written permission to the County, through signature of this agreement, to identify the Cohort Participant as a participant of the NOAA Grant.
 - ii. Providing informational and advertising materials, inclusive of logos, for the County and Collaborative website, social media, and other public facing interfaces.
 - iii. Providing input on, and supporting implementation of, Project tasks undertaken by the County in accordance with the Project scope of work as described in Exhibit B and any amendments thereto. This may include providing input via meetings, emails, or phone calls; document review; helping to connect County staff with relevant community documents; and other as-needed support necessary to successful completion of the work.

C. County Responsibilities

- a. The County, on behalf of the Collaborative, shall be responsible for:
 - i. Assigning a Small Community Cohort Program Fellow (“Cohort Fellow”) to the Project. The Cohort Fellow may have up to four communities assigned to their

work portfolio at any given point in time. Ensuring Cohort Fellows are supporting the needs of the Project. Cohort Fellows will be expected to assist with: (1) research; (2) facilitating meetings; (3) coordinating; (4) working with technical consultants; (5) developing project materials, as identified in the finalized Cohort work plan; (6) quarterly reporting; and project management; (7) completion of a final Cohort Program Report and community case studies; and (8) other duties as assigned and relevant to completing the Project scope of work.

- ii. Contracting with any consultant(s) identified by both Parties in supporting the project. The Cohort Participant will receive a maximum of \$32,708 worth of time in as-needed professional consulting services, to be paid for directly by the County, unless approved otherwise by King County.
- iii. Supervising all Cohort Fellows, King County Project staff, and contracting time paid for with NOAA funds. For environmental compliance purposes, all work performed and completed using NOAA funds will be in accordance with applicable federal, state, and local laws, and will adhere to best management practices and NOAA grant requirements.

IV. Duration, Termination, and Amendment

- A. This Agreement shall be effective upon the date of the last signature affixed below, and will expire on December 31, 2027 unless terminated sooner or extended as provided herein.
- B. This Agreement may be terminated by either Party upon 30 days written notice.
- C. This Agreement may be amended or extended only by written agreement of the Parties.
- D. This Agreement is not assignable by either Party, either in whole or in part.
- E. This Agreement is made and entered into for the sole protection and benefit of the Parties hereto and their successors and assigns. No other person will have any right of action based upon any provision of this Agreement.
- F. No joint venture or partnership is formed as a result of this Agreement. No employees, agents or subcontractors of one Party will be deemed, or represent themselves to be, employees of any other Party.
- G. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the

original Agreement.

- H. The Parties' obligations under this Agreement are contingent upon the ongoing availability of funds under the NOAA Grant during the duration of this Agreement. If funding under the NOAA Grant ceases, the County will provide notice to Cohort Participant and the Agreement may be terminated, pursuant to Section IV, above.

V. Indemnification and Hold Harmless

County shall protect, defend, indemnify, and save harmless the Cohort Participant, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from County's own negligent acts or omissions, or the negligent acts or omissions of County's officials, officers, or employees arising under the terms of this Agreement. The Cohort Participant shall protect, defend, indemnify, and save harmless County, its officers, officials, and employees, while acting within the scope of their employment, from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the Cohort Participant's own negligent acts or omissions, or the negligent acts or omissions of the Cohort Participant's officials, officers or employees arising under the terms of this Agreement. Each Party agrees that its obligations under this Article V 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 Party, by mutual negotiation, hereby waives, with respect to the other Party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that either Party incurs any judgment, award, and/or cost arising therefrom, including attorney's fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party to the extent of that Party's culpability. The indemnification provided for in this Article V shall survive the termination of this Agreement.

****Signatures on the following page****

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the
____ day of _____, 2025.

King County:

APPROVED AS TO FORM

By:
Title: Deputy Prosecuting Attorney

By:
Title: Director, Executive Climate Office

City of Tumwater:

APPROVED AS TO FORM

By: Karen Kirkpatrick
Title: City Attorney

By: Debbie Sullivan
Title: Mayor

ATTEST:

By: Melody Valiant
Title: City Clerk

Exhibit A

Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin

Project Narrative

The following is an excerpt from the project narrative describing the National Oceanic and Atmospheric Administration (NOAA) Climate Resilience Regional Challenge grant awarded to King County on behalf of the Puget Sound Climate Preparedness Collaborative. For the full project summary and project narrative, please email PSCPC@Kingcounty.gov.

Task 2. Create a Small Communities Cohort Program to support climate preparedness in smaller and less resourced jurisdictions and Tribes.

In western Washington, many smaller urban and rural jurisdictions and Tribes reside in areas that are prone to coastal flooding, river flooding, wildfire, and wildfire smoke. However, these same jurisdictions and Tribes often lack the staffing, funding, or other resources to address their specific climate preparedness and resilience needs. This can exacerbate existing inequities that increase the vulnerability of residents in those communities to climate change.

Task 2 will help address these challenges by building capacity for climate preparedness planning and implementation in smaller and less resourced jurisdictions and Tribes in the Puget Sound basin. This will be done by:

- Engaging smaller and less-resourced jurisdictions and Tribes to identify and support climate preparedness information and resource needs specific to those communities. (Task 2.1)
- Creating a Small Communities Cohort Program to directly support work on community-identified climate preparedness priorities in nine to 12 smaller and less-resourced jurisdictions and Tribes. (Task 2.2)

Smaller and less resourced jurisdictions are currently defined as jurisdictions with 50,000 or fewer residents and/or communities with 15 percent or more of the population living at 200 percent of poverty level or lower. All Coast Salish Tribes are automatically included in the scope of Task 2 programming. Criteria will be finalized as part of Task 2 implementation. Task deliverables and anticipated completion dates are included at the end of this task description.

Task 2.1 Engage smaller and less-resourced jurisdictions and Tribes to identify and support climate preparedness information and resource needs specific to those communities.

Collaborative staff will conduct outreach to smaller and less resourced jurisdictions and Tribes in the Puget Sound region for the purpose of: 1) identifying climate preparedness information and resource needs specific to these communities, 2) ensuring that Collaborative programming and technical resources are addressing those needs, and 3) raising awareness about the Collaborative, the Small Communities Cohort Program, and other ways that participation in the Collaborative can support their climate preparedness work.

Task 2.1 outreach will include an electronic survey of smaller and less resourced jurisdictions and Tribes, to be conducted as part of the community preparedness needs survey in Task 1.1. An estimated 15 jurisdictions and Tribes will also be selected for more in-depth phone interviews. Collaborative staff will use federal and state data to identify jurisdictions that meet final criteria for smaller and less resourced jurisdictions.

Survey results will be used to ensure that the full range of Collaborative programming described in this proposal is responsive to the needs of smaller and less resourced jurisdictions and Tribes. This includes

Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin

integrating identified needs/topics into Collaborative calls, webinars, and convenings; hosting webinars specifically for smaller and less resourced communities; and providing technical resources that address the specific needs of smaller and less resourced jurisdictions and Tribes. This integration will be documented in work plans developed in Task 1.

Task 2.2. Create a Small Communities Cohort Program to directly support work on community-identified climate preparedness priorities.

The Collaborative will create a Small Communities Cohort Program providing up to 24 months of capacity support for climate preparedness work in nine to 12 smaller and less resourced jurisdictions and Tribes in the Puget Sound region. The program will help participating jurisdictions and Tribes implement one or more climate preparedness priorities by providing staffing support and up to 100 hours of consulting assistance per community. The approach will also support the development of a peer cohort, case studies, and technical resources that benefit other smaller and less resourced jurisdictions and Tribes in the Puget Sound region. There is no cost to participating jurisdictions and Tribes.

The following summarizes the Collaborative's planned approach to the Small Communities Cohort Program. Some adjustments may be needed to accommodate community and implementation needs.

Cohort Selection. Cohort jurisdictions and Tribes will be selected via an application process in which applicants identify the climate preparedness activity(ies) they would like supported. Proposed activities should take a maximum of 18 months to complete. Advanced notice of the opportunity will be provided prior to opening the application period to give communities time to identify candidate projects. Collaborative staff will be available to provide pre-application guidance and assistance to interested jurisdictions and Tribes. The Collaborative Steering Committee, Collaborative Program Coordinator, and King County Climate Preparedness Program Manager will review and select Cohort participants.

Collaborative staff will work with selected Cohort participants to refine project ideas before finalizing Cohort work plans. To the degree possible, participants will be grouped thematically based on project type (e.g., vulnerability assessment), climate impacts (e.g., coastal flooding, wildfire), or geography to help leverage resources and build peer partnerships. Three Cohort sub-groups with up to four jurisdictions and/or Tribes each will be created and staffed. Support needs and guidelines for allocating time between projects will be identified as part project finalization.

Cohort Program Staffing. The Collaborative anticipates hiring three Small Community Cohort Fellows annually (or up to six Fellows total) for the two years that the Cohort Program hosts participants. Each Cohort Fellow will be assigned to one of three Cohort sub-groups. Cohort Fellows will be responsible for supporting implementation of community projects in their Cohort sub-group, including research, facilitating meetings, coordinating and working with technical consultants, developing project materials, quarterly reporting, and project management. Additional support for integration of equity and Tribal priorities in the Small Communities Cohort Program will be provided by the Climate Equity and Tribal Partnerships Fellows described in Tasks 3 and 4.

The Collaborative will tap into climate-focused early career programs like [CivicSpark Fellows](#), [Washington Climate Corps Network](#), and [American Climate Corps](#) for staffing the Cohort sub-groups and supporting community projects. Local cost share requirements for hosting Fellows will be covered by this grant, eliminating the cost for Cohort communities. Cohort Fellows will be hosted by King County and supervised by King County's Climate Preparedness Program Manager. Additional supervisory support will be provided by the Program Coordinator. The Climate Preparedness Program Manager and Program Coordinator will work with outgoing and incoming Fellows to ensure a smooth transition between

Regional Collaboration for Better Resilience Outcomes in the Puget Sound Basin

Fellows.

Consulting Support. In addition to staffing support from the Cohort Fellows, each participating jurisdiction or Tribe will receive up to 100 hours of professional consulting services to support their project. Anticipated consultant support needs will be identified as part of project finalization but will remain flexible to accommodate needs that emerge as work gets underway. King County will contract with the consultant(s) and oversee the consulting support provided to jurisdictions.

Assessment and Knowledge Sharing. Interim and final program evaluation, inclusive of accomplishments, lessons learned, recommended improvements, and insights gained through the work with the Cohort communities will be documented in Cohort Program reports prepared by the Cohort Fellows. Cohort community case studies will also be developed and shared via Collaborative programming (webinars, monthly meetings, etc.), the Collaborative website, and workshops or conferences. Additionally, insights gained throughout the program will be integrated into the range of Collaborative programming activities described in this proposal.

Task 2. Deliverables and anticipated completion dates	
2.1. Community needs survey developed and administered for smaller and less resourced jurisdictions and Tribes (conducted as part of Task 1.1 survey work). Start promoting Small Community Cohort Program and anticipated application period to candidate communities as part of survey outreach.	Q1-Q2 2025
2.2. Technical memo summarizing small community survey responses and recommendations for supporting needs via the Small Communities Cohort Program and other Collaborative grant activities finalized.	Q2 2025
2.3. Small Communities Cohort Program qualifying criteria, program guidelines, and application materials finalized. Small Communities Cohort Program application period opened.	Q2 2025
2.4. Cohort communities selected and community projects finalized.	Q3 - Q4 2025
2.5. 2026 Small Community Cohort Fellows hired and placed with Cohort groups.	Q4 2025 -Q3 2026
2.6. Consultant services for Cohort communities secured. Consultant work occurring as-needed through project completion.	Q4 2025; Q1 2026-Q3 2027
2.7. Quarterly progress reports from Fellows on Cohort activities completed.	Q1 2026 - Q4 2027
2.8. 2027 Cohort Fellows hired and placed with Cohort groups. Project work continues.	Q4 2026 – Q3 2027
2.9. Cohort community projects completed.	Q3 2027
2.10. Interim and final program evaluation reports. Case studies developed	Q4 2026, Q4 2027

Small Communities Cohort Program – Scope of Work

Participating Community: City of Tumwater

Background

The Puget Sound Climate Preparedness Collaborative (Collaborative) is a network of local and county governments, Tribes, and organizations in the Puget Sound basin working together to advance climate preparedness. In 2024, the Collaborative was awarded a three-year federal grant from the National Oceanic and Atmospheric Administration to expand climate adaptation learning, collaboration, and technical support opportunities for Puget Sound jurisdictions and Tribes. As part of the grant, the Collaborative launched a Small Communities Cohort Program designed to provide shared staffing and consulting support for climate preparedness projects by Tribes and smaller and less-resourced jurisdictions across the Puget Sound region.

This document contains the scope of work for climate preparedness projects proposed by the City of Tumwater as part of the Collaborative’s Small Communities Cohort Program. The City of Tumwater, as a small and limited resource community, has done extremely limited work on assessing the hazards of climate change. Knowing what is coming with regards to climate-related disruptions, stressors, and impacts is important for preparing for and responding to climate impacts. Recognizing this, Tumwater has included an action to complete a Climate Change Vulnerability Assessment as part of the City’s soon to be adopted Comprehensive Plan Climate Element.

Project Overview

The goals of this project are to complete a climate change vulnerability assessment and adaptation plan for the City of Tumwater covering Tumwater communities, built assets, natural assets, and City operations and services. Knowing the areas, assets, and populations most at risk will help the City plan, allocate resources, prioritize, and begin adaptation to build resilience. The project will entail:

1. Completing an initial exposure assessment to identify climate hazards most relevant to the City of Tumwater;
2. Engaging Tumwater staff and community members to assess vulnerability to identified climate hazards and identify adaptation options;
3. Summarizing results in a City of Tumwater Climate Change Vulnerability Assessment and Adaptation Plan; and
4. Time and resources permitting, working with City of Tumwater staff to support climate plan integration and implementation.

Details for each of these tasks are described below. For the purposes of this scope, “Project Team” refers to Puget Sound Climate Preparedness Collaborative staff assigned to support this

project. “Tumwater Project Administrators” refers to City of Tumwater staff serving as project points of contact and liaisons to the Project Team.

Task 1: Initial Exposure Assessment

Description. To help set the context for remaining tasks in this project, the Project Team will conduct a literature review focused on known and projected climate hazards affecting the City of Tumwater and provide a preliminary assessment of communities, assets, and operations and services exposed to those hazards. Climate hazards to be covered in the literature review include extreme heat, changes in precipitation, changes in intensity/frequency of extreme rainfall events, sea level rise, wildfire, wildfire smoke exposure, and changes in snowpack. Work on Task 1 includes:

- 1.1 *Finalize task scope.* Finalize task scope, work plan, and technical information needs in coordination with Tumwater Project Administrators.
- 1.2 *Literature review.* Review existing literature and other information resources, including information on observed and projected changes in climate affecting Tumwater, regional vulnerability assessments and resiliency plans that may be relevant to Tumwater’s efforts, and relevant City mapping and plans.
- 1.3 *Sea level rise data layer assessment.* Assess feasibility of developing a new sea level rise data layer that accounts for future sea level rise risks associated with the 5th Ave dam removal in Olympia. If feasible, work with subject matter experts and city GIS staff to develop the new layer.
- 1.4 *Preliminary exposure assessment.* Conduct an initial assessment of communities, assets, and operations and services in the City of Tumwater that may be exposed to identified climate hazards. Initial findings will be refined in Task 2 engagement activities.
- 1.5 *Technical memo.* Draft a technical memo summarizing results from the literature review and preliminary exposure assessment. This includes summary information on projected impacts, an initial exposure assessment and prioritization of climate hazards and impacts, and proposed structure for Tumwater’s climate change vulnerability assessment. Technical memo details will be developed in consultation with Tumwater Project Administrators.

Task 1 deliverables and due dates:

Task Deliverable	Due Date
1a. Draft technical memo summarizing literature review and preliminary exposure assessment (review draft)	January 31, 2026
1b. Final technical memo summarizing literature review and preliminary exposure assessment	March 15, 2026

Task 2: Assess Vulnerability and Adaptation Actions

Description. The Project Team will complete staff and community engagement to assess sensitivity and adaptive capacity to the hazards identified in Task 1. Work on Task 2 includes:

- 2.1 *Finalize task scope.* Finalize task scope and work plan in coordination with Tumwater Project Administrators.
- 2.2 *Staff engagement.* Conduct interviews and/or one or more workshops with Tumwater staff to identify, assess, and prioritize climate vulnerabilities and adaptation actions. Task activities will be planned and scheduled in coordination with Tumwater Project Administrators.
- 2.3 *Community engagement.* Engage Tumwater community members to identify, assess, and prioritize climate vulnerabilities and adaptation actions. This engagement may include conducting community member interviews and/or conducting one or more workshops with the community. Task activities will be planned and scheduled in coordination with Tumwater Project Administrators.

Task 2 deliverables and due dates:

Task Deliverable	Due Date
2a. Technical memo summarizing staff engagement findings	May 1, 2026
2b. Technical memo summarizing community engagement findings	July 30, 2026
2c. Technical memo summarizing overall Task 2 findings	Sept 15, 2026

Task 3: Prepare Climate Change Vulnerability Assessment and Adaptation Plan

Description. The Project Team will compile information gathered in Tasks 1 and 2 to create a final Climate Change Vulnerability Assessment and Adaptation Plan. Work on Task 3 includes:

- 3.1 *Draft final report.* Develop climate change vulnerability assessment and adaptation plan, including one review draft.

Task 3 deliverables and due dates:

Task Deliverable	Due Date
3a. Review draft of climate change vulnerability assessment and adaptation plan	November 1, 2026
3b. Final draft of climate change vulnerability assessment and adaptation plan	December 15, 2026

Task 4: Climate Plan Integration

Description: Time and resources permitting, the project Team will work with City of Tumwater staff to support climate plan integration and implementation. This may include drafting language to incorporate results into the Tumwater Annex of the Thurston County Hazard Mitigation Plan, identifying specific projects and opportunities that Tumwater can leverage to maximize funding, and identifying areas at high risk from climate impacts that will require substantial adaptation activities or the managed retreat of the entire community, and/or developing decision support tools or internal/external engagement resources that support ongoing work on climate preparedness.

- 4.1 *Finalize task scope.* Finalize task scope and work plan in coordination with Tumwater Project Administrators.
- 4.2 *Implement task activities.* Complete task activities as identified in task scope.

Task Deliverable	Due Date
4a. Technical memo outlining task scope and timeframe	January 31, 2027
4b. Final deliverable(s) per 4a task scope	June 30, 2027

Project Schedule

The project work period is October 20, 2025 through June 30, 2027. The general task schedule is provided below.

Task	Q4 2025	Q1 2026	Q2 2026	Q3 2026	Q4 2026	Q1 2027	Q2 2027
1 – Exposure Assessment							
2— Assess Vulnerability and Adaptation Actions							
3—Prepare Vulnerability Assessment and Adaptation Plan							
4 - Climate Plan Integration							

Key Personnel

Tumwater Project Administrators

- Alyssa Jones Wood, Sustainability Manager

Puget Sound Climate Preparedness Collaborative Project Staff

- Phebe Rutledge (staff lead)
- Lara Whitely Binder, King County Climate Preparedness Manager (supervisor)
- LaKecia Farmer, Project Manager (supervisor)

TO: Public Works Committee
FROM: Patrick Soderberg, Program Manager
DATE: November 20, 2025
SUBJECT: Service Provider Agreement with Carollo Engineers for the 2025 Sanitary Sewer Comprehensive Plan Update

1) Recommended Action:

Place the Service Provider Agreement for the 2025 Sanitary Sewer Comprehensive Plan Update on the December 2, 2025 City Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

The City of Tumwater sewer system spans approximately 4,200 acres with 5,700 sewer accounts. A Comprehensive Sanitary Sewer Plan details the sewer system, evaluates the capacity of the system, and identifies areas where the city should plan for growth, system repair or upgrades. Prior to initiating any system improvements, the sewer plan must be reviewed and approved by the State. The city reviewed qualifications in March 2025, and selected Carollo Engineers, Inc. as the most qualified firm to assist with the update.

3) Policy Support:

A comprehensive sewer plan is required to be developed and approved by the State according to [RCW 90.48.110](#) and [WAC 173-240-050](#) prior to the constructing or modifying domestic wastewater facilities.

4) Alternatives:

- ☐ Without an updated comprehensive sewer plan, the city would have to stop or delay any new construction or modifications to existing wastewater conveyances and facilities until an updated plan is approved by the State.
-

5) Fiscal Notes:

Total cost for this project is \$474,416.00. These funds are available and authorized by the 2025-2026 Sanitary Sewer fund approved budget.

6) Attachments:

- A. Service Provider Agreement for the 2025 Sanitary Sewer Comprehensive Plan Update

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT
2025 COMPREHENSIVE SEWER PLAN UPDATE**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20__, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Carollo Engineers Inc., a Delaware corporation, 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 Exhibit “A” Scope of Work attached hereto and incorporated herein (the “Project”).

2. TERM.

The Project shall begin no earlier than December 1, 2025, and shall be completed no later than December 31, 2027. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

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 SEVENTY FOUR THOUSAND FOUR HUNDRED SIXTEEN AND 00/100 DOLLARS (\$474,416.00) as reflected in Exhibit "A", Scope of Work.

D. Upon execution of this Agreement, the SERVICE PROVIDER must submit IRS Form W-9 Request for Taxpayer Identification Number (TIN) and Certification unless a current Form W-9 is already on file with the CITY.

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract 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.

F. 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 payment for such goods and/or services.

G. 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 or the end of the calendar year, whichever is earlier.

5. 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 the 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 the SERVICE PROVIDER'S ability to perform the services. The SERVICE PROVIDER agrees to resolve any such conflicts of interest in favor of the CITY.

6. 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 this Project. The SERVICE PROVIDER may however employ that individual on other non-CITY related projects.

7. 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. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The 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 benefit 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.

8. INSURANCE.

A. 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.

B. The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 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.

3. Professional Liability insurance written on a claims made basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. The CITY shall be named as an additional insured on the SERVICE PROVIDER's Automobile Liability and Commercial General Liability

insurance policies, as respect to 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.

D. The SERVICE PROVIDER'S insurance, except for Professional liability 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.

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

F. The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY, except for Professional liability insurance, and the CITY shall be given written notice for all insurance policies of any cancellation, suspension or material change in coverage within two (2) business days of SERVICE PROVIDER'S receipt of such notice.

9. 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.

10. 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 being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional 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 CITY business and occupation (B&O) taxes which may be due on account of this Agreement.

11. 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, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, 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. 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. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

D. If any assignment and/or subcontract have 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.

E. Nondiscrimination in Contractors / Subcontractors. The City of Tumwater, in accordance with RCW 49.60.530 requires all covered

contractors or subcontractors to actively pursue a diverse and inclusive workforce. Contractors and subcontractors are prohibited from all forms of discrimination listed in RCW 49.60.530.

F. 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, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the 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 Exhibit "B".

12. 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.

13. 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.

14. CHANGES.

Either party may request changes to the Scope of Work 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.

15. 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. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, 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.

16. 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.

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. 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.

20. JURISDICTION AND VENUE.

A. This Agreement has been and shall be construed as having been made and delivered within the State of Washington. 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 in the superior court of Thurston County, Washington.

21. 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.

22. 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Carollo Engineers
1200 5th Ave., Suite 900
Seattle, WA 98101
UBI #: 601-888-955
Phone Number: 206-684-6532

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, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____(title) of _____(company) to be the 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

**CITY OF TUMWATER
GENERAL SEWER PLAN
FINAL - SCOPE OF WORK**

INTRODUCTION

The following scope of work has been developed to assist the City of Tumwater (City) with an update to its General Sewer Plan (GSP). This scope of work was developed based on the City's Request for Proposals (RFP) and the Consultant's understanding through scoping meetings with the City.

BACKGROUND

The City of Tumwater (City), located in Thurston County in western Washington's south Puget Sound region, is bordered by Olympia to the north and east, and unincorporated Thurston County to the south and west. Its sewered service area spans approximately 4,200 acres with 5,700 sewer accounts, where 96 percent of customers are within city limits and 4 percent are within the urban growth area (UGA).

The City's collection system consists of sewer pipelines, manholes, lift stations (LS), and force mains. Wastewater treatment is jointly managed through LOTT, a regional partnership between the jurisdictions of Lacey, Olympia, Tumwater, and Thurston County. Tumwater discharges to LOTT at two interceptors where flows are ultimately conveyed to LOTT's treatment facilities.

The City's GSP was last updated in 2015 to support public health, groundwater protection, and sustainable growth aligned with state regulations. This GSP update will guide the design, expansion, operation, and maintenance of the sewer system to meet community needs through the next planning horizon.

SCOPE SUMMARY

Tasks

To meet the objectives of this project, the Consultant shall complete the tasks summarized in the list below and discussed in detail in the following sections:

- Task 1: Project Management.
- Task 2: Planning Considerations.
- Task 3: Existing System.
- Task 4: Hydraulic Model Update.
- Task 5: Collection System Analysis.
- Task 6: Operations and Maintenance.
- Task 7: Capital Improvement Program.
- Task 8: Financial Analysis.
- Task 9: Plan Development.

SCOPE OF WORK

TASK 1 PROJECT MANAGEMENT

Consultant shall conduct project management activities and coordinate execution of the project to support the successful delivery of the GSP. This includes project administration, monthly invoicing, client and team coordination and quality management necessary to successfully complete the project to the City's expectations. Additionally, Consultant will develop a Project Management Plan, lead the initial team kick-off meeting, and facilitate project meetings with the City throughout the project.

1.1 Project Document Management

Consultant shall prepare a SharePoint project website for file sharing and management for the duration of the project.

1.2 Project Management Plan

Consultant will prepare a project management plan (PMP) in MS Word and PDF format, which will be signed by the Consultant PM and key City stakeholders. It will be accessible to the project team on the project website and include the following sections:

- Purpose objective: state the project objective, overarching goals, work products, final outcomes, and critical success factors of the project.
- Risks: identify risks and constraints of the project and plan for mitigation as needed.
- Scope: state the scope of the work, with a summary of deliverables and project management and software tools that will be used to manage the Project.
- Schedule: provide information on the project schedule milestones.
- Project Team: describe the people involved in the Project, along with their roles, responsibilities, and contact information. Provide information about the expertise of the team members and what areas they are responsible for.
- Communication procedures: Describe protocol for effective team communication and decision making.
- External communications: Describe the collaboration efforts required with City staff and third-party consultants.
- Document control: Describe how documents will be tracked and stored throughout the life of the Project, including the software system utilized. Provide strategy for public information requests.
- Quality management process: Describe how deliverables will be reviewed and how comments will be tracked. The review process will be collaborative, so all stakeholders can review the deliverable in parallel and see other reviewers' comments.
- External communications: Describe the collaboration efforts required with City staff, third-party consultants, and the public.

- Change control: describe how the Project will identify, track, and manage change. Include information about roles and responsibilities for the City and the Consultant team. Identify procedures for recommending changes to the Project's scope, schedule, or budget.
- Introduce and discuss the Draft project PMP with the City's project team at the Kick-off Workshop. Develop the final project charter after receiving City comments. City staff will collect signatures of various City stakeholders.

1.3 Project Team Coordination

Consultant will coordinate project execution with the project team through monthly check-in meetings via Microsoft Teams and email. This task also includes execution of the project's quality management approach.

1.4 Monthly Progress Report and Invoice

Consultant will submit monthly progress reports and invoices that highlight work progress during the previous month, work planned for the next month, the status of the project budget, the status of the project schedule, and a list of all project scope changes.

1.5 Task 1 Workshop(s)

Consultant will coordinate and facilitate the meetings, prepare agendas, and submit meeting minutes for review and comment to stakeholders. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

1.5.1 Meeting 1: Kick-off

- Purpose: Review scope, schedule, and project objectives with the Consultant team and City stakeholders. Review Draft Project Charter, including preliminary project schedule and initial data request prior to the kick-off meeting and review at the meeting.
- Duration: 1 hour.
- Location: Virtual

Task 1 Deliverables

- Monthly Progress Reports.
- Draft and Final PMP.
- Project Schedule.
- Agenda, meeting materials, and meeting summary documents for Kick-off Meeting.

Task 1 Assumptions

- The City will provide:
 - » City project team contact information.
 - » PMP review comments.
 - » PMP signatures.

- » Project duration is assumed to be 30 months.
- One Draft and one Final PMP will be submitted to the City. Once a Final PMP is submitted to the City, no revisions are anticipated.

TASK 2 PLANNING CONSIDERATIONS

2.1 Policies, Criteria, and Standards Review

2.1.1 Policies and Level of Service Criteria

Consultant will review and document any of the City's existing level of service policies, management policies, operation and maintenance program goals, environmental stewardship policies, financial policies, planning criteria, and design standards. Service policies will be reviewed to identify any gaps and make recommendations for additions or revisions that best fit the needs of the City.

Existing level of service (LOS) goals and criteria will be reviewed. However, no revisions to the LOS goals and criteria are anticipated. It is assumed that the LOS criteria for identifying capacity deficiencies in the collection system is unchanged from the City's 2015 GSP and is as follows:

- Pipe surcharge percentage: the ratio of the maximum modeled hydraulic grade to the pipe diameter (100 percent surcharge indicates the pipe is completely full, which is considered a deficiency).
- Manhole depth-to-flooding: where a flooding manhole is a deficiency and is defined as the maximum modeled water surface elevation rising above the manhole cover or ground elevation.

2.1.2 Design Storm

Consultant will review the 10-year design storm used in the City's 2015 GSP and include it in the wet-weather modeling efforts of Task 4: Collection System Analysis.

2.2 Wastewater Flow Projections

2.2.1 Flow Projections

Flow projections are based on the City's land use and the data obtained from LOTT flow monitoring. The flow projections from the 2015 GSP will be updated as a part of this subtask, as follows:

- Flow Data Review. Compare base sanitary flows estimated from existing land use to dry weather flow calculated through the flow monitoring for each basin. Existing land use and currently served areas will be used to estimate flow factors in gallons per acre per land use category. The flow factors will be customized to match the observed existing average dry weather flow (ADWF) and will be used to develop flow projections. Pump Station runtime data and City pump-down curves will be used to proportion ADWF throughout basins, where available.
- Base Flow Projections. Develop base sanitary flows for two planning periods: existing conditions and buildout scenarios.
 - » Parcels currently on septic systems will be excluded from the development of flow factors associated with each land use type. City can provide inventory and location of existing septic systems.

- » A rate for septic conversions (parcels per year) will be developed to distribute the new sewer connections from existing conditions throughout the GSP planning horizon.
- Infiltration and Inflow Projections. Estimate I/I flow rates for each sewer basin based on current and future land use and area specific I/I factors, including new areas to be added to the system. Developed I/I flow rates will be compared to I/I flow rate estimates per monitored basin.
- Flow Projections. Future flows, including base flows, I/I, and large user flows (if deemed substantial enough to separate from baseline projections), will be projected based on service area growth. Future flows will be assessed for each sewer and pump station basin for the selected planning periods.
- Wastewater Flow Allocation. Allocate flow projections to the wastewater model via loading polygons that connect parcels to manholes.

2.2.2 Flow Projection Parcel-based Tool

The flow projections tool (spreadsheet) will be delivered to City for City use after completion of the GSP.

2.3 Task 2 Workshop(s)

Consultant will coordinate and facilitate the meetings, prepare agendas, and submit meeting minutes for review and comment to stakeholders. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

2.3.1 Meeting 2: Policies and Criteria

- Purpose: Review policies and criteria.
- Duration: 1.5 hours.
- Location: Virtual

2.3.2 Meeting 3: Flow Projections

- Purpose: Review flow projections with City.
- Duration: 1.5 hours.
- Location: Virtual.

2.4 Draft Chapter 2 – Planning Considerations.

Consultant will prepare a draft Chapter 2 – Planning Considerations, including policies and criteria, and flow projections. Consultant will update Chapter 2 to address any City comments as part of Task 2.

Task 2 Deliverables

- Flow Projection Parcel-based Excel Tool.
- Draft Chapter 2 – Policies and Criteria and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 2.

Task 2 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.
- No flow monitoring will be performed.
- City's 2015 GSP LOS criteria, design standards, and design storms will be used for this GSP update.
- All parcels currently on septic systems are converted to sewer accounts at buildout.
- Septic system parcels will be excluded from the development of flow factors associated with each land use type.

TASK 3 EXISTING SYSTEM

The purpose of this task is to summarize the existing sewer system facilities and components including lift stations, and interties.

3.1 Data Request

Consultant will compile a data request that includes the following:

- City's level of service policies, operational policies, financial policies, planning criteria, and design standards.
- GIS data includes City boundary, urban growth boundary (UGB), parcels, land use and zoning, streets, and collection system pipes and facilities.
- Sanitary sewer overflow (SSO) records.
- Hydraulic model files.
- Asset management platform files.

3.2 Existing System Review

3.2.1 Service Area Characteristics

Consultant will confirm the existing and future service area boundaries and describe the characteristics of the service area including climate and topography.

3.2.2 Existing System Tables and Figures

Consultant will review the components of major sewer collectors and pump stations using data from the City's GIS, available pipe database, discussions with staff, and previous studies. Update tables of the existing system components for City verification. Develop figures for the GSP of the existing system infrastructure using the City's latest GIS data.

3.3 Task 3 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

3.3.1 Meeting 4: Review Existing System (combined with Meeting 2 – Policies and Criteria)

- Purpose: Meeting to review existing wastewater collection system.
- Consultant Attendees: Four.
- Duration: 1.5 hours.
- Location: Virtual

3.4 Draft Chapter 3 – Existing System.

Consultant will prepare a draft Chapter 3 – Existing System. Consultant will update Chapter 3 to address any City comments as part of Task 3.

Task 3 Deliverables

- Draft Chapter 3 – Existing System and Record of Comments.
- Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 3.

Task 3 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.

TASK 4 HYDRAULIC MODEL UPDATE

The purpose of this task is to support the City in the development of a GIS-based collection system hydraulic model. This task also includes assisting the City in choosing a new software and developing the model in this software.

4.1 Collection System Modeling Software Comparison Matrix

Consultant will compare up to four sewer collection system hydraulic model options and develop a comparison matrix to share and discuss with City staff.

4.2 Hydraulic Model Development

The City's GIS will be used to develop the model infrastructure within the selected software. The model will include the majority of the pipes, manholes and City's lift stations without any gaps in the City's GIS, as such, the new model will be considered an "all pipes" type model. It is anticipated that the model will include gravity pipes as low as 8 inches. The model will not include the laterals, branches, or smaller trunk sewers serving individual parcels within the basins.

4.3 Gap Analysis (Interpolation and Minimum Slope)

An interpolation and Minimum Slope per diameter will be used to populate the manhole structures with undefined bottom elevations. The connecting pipes will join these manholes at the reference bottom elevations.

4.4 Flow Monitoring Review

Consultant does not anticipate needing additional flow monitoring outside of data provided by LOTT, as part of their recurring flow monitoring campaign. A total of 3 or fewer flow meters will be used in this Task. The following data will be reviewed:

- Rainfall Data. Rainfall data from LOTT monitoring program will be reviewed and evaluated to identify any local rainfall variability and trends. The recent data will be used for model calibration.
- Flow Monitor Data Review. LOTT recent flow monitoring data will be reviewed to identify storm events that lead to wet weather flows in the collection system and are suitable for wet weather model calibration. The rainfall for specific events will be compared with the rainfall record to assess the individual storm sizes. Ideally, data will be available for three to five storms over the last several years. The data quality for the events will be evaluated for each meter and reviewed with the City. The Consultant and City will agree on which metered data for the storm events are most appropriate for model calibration.

4.5 Model Flow Allocation

Existing land use maps will be utilized to develop or confirm average dry weather flows (ADWF) for the modeled sewer basins. The flows will be confirmed with the flow monitoring data as well as the available flow data from the lift stations. Existing land use and currently served areas will be used to estimate flow factors per acre per land use category. The flow factor will be customized to match the observed existing ADWF and will be used to develop flow projections. For basins without measured flow data, flow factors will be assigned from a measured basin with similar land use characteristics.

ADWFs will then be allocated within the model at a parcel layer to Consultant-developed subcatchments. Subcatchments will be used for dry and wet weather flow allocation within the model.

4.6 Model Calibration

Calibration will focus on a quantitative approach based on the recommendations for hydraulic model verification contained in the "Code of Practice for the Hydraulic Modeling of Sewer Systems", version 3.001, published by the Wastewater Planning Group, a section of the Chartered Institution of Water and Environmental Management and the Consultant's expertise. These recommended calibration criteria include, but are not limited to, the following:

- The comparison period between observed and modeled events should last until flow has substantially returned to winter dry weather flow.
- Dry Weather Calibration:
 - » The peak hour and volume should be in the range of +/- 10 percent.
- Wet Weather Calibration:
 - » Observed and modeled hydrographs should meet the criteria for at least two out of three storm events.
 - » The peak hour flow should be in the range of +25 percent to -15 percent.
 - » The volume of flow should be in the range of +20 percent to -10 percent.

Existing flow depths and velocities will also be checked and calibrated.

To calibrate the model to dry weather flow conditions, flow monitoring data will provide custom hourly diurnal curves that establish the daily flow patterns for each metering basin. Model parameters will be adjusted, as needed, to best match the flow monitoring data.

To calibrate the model for wet weather conditions, rainfall information will aid in developing the required infiltration & inflow (I/I) estimations that enter the collection system during a storm event using the unit hydrograph RTK approach. It is recommended that the use of a single calibration period incorporating a number of independent rainfall events should be considered whenever possible. Model results will be reviewed and adjusted, as needed, to best match the flow monitoring, rainfall, and SCADA data.

4.7 Task 4 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

4.7.1 Meeting 5: Hydraulic Model Software Comparison

- Purpose: Discuss collection system modeling software comparison matrix and decide on modeling software to use for this project.
- Duration: 1 hour.
- Location: Virtual.

4.7.2 Meeting 6: Hydraulic Model Calibration

- Purpose: Review flow monitoring data and the hydraulic model calibration.
- Duration: 1.5 hours.
- Location: Virtual.

4.8 Draft and Final TM 1 – Hydraulic Model Development and Calibration

Consultant shall prepare a draft TM 1 – Hydraulic Model Development and Calibration summarizing the effort performed under all tasks above. Consultant shall update TM 1 to address any City comments to produce a Final draft as part of Task 4.

Task 4 Deliverables

- Calibrated hydraulic model.
- Draft and Final TM 1 and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 4.

Task 4 Assumptions

- City can provide all data requested in a timely manner, which includes but is not limited to the following:

- » City GIS geodatabase of sewer infrastructure.
 - » Pump station drawings, pump curves, and operational set points for all pump stations included in the hydraulic model.
 - » Record drawings of gravity and force mains for gaps found in the GIS data. If no record data is available, the City will provide input on addressing the specific data gap per Consultant's recommendation.
- City and Consultant will agree on software to convert to as part of Task 4.1.
 - City and Consultant will identify and agree upon lift stations to include in the model. No more than 5 private lift stations will be included.
 - LOTT can provide data for up to 3 meters (Capitol Lake Pump Station, OL25, and OL27).
 - Model calibration will be performed at up to 6 locations, including LOTT meter OL27, the southern connection to LOTT, and four lift stations.
 - If calibration cannot meet standards, issues assumed to be causing discrepancies will be documented.

TASK 5 COLLECTION SYSTEM ANALYSIS

The purpose of this task is to evaluate the capacity of the existing collection system and build the City's hydraulic model. The consultant will identify system deficiencies and recommend improvements.

5.1 Pipe Capacity Analysis

Consultant will perform a hydraulic capacity analysis for dry weather conditions and wet weather conditions using the 10-year design storm. The analysis will be performed for existing and buildout scenarios and will assist in identifying any system deficiencies and capacity issues. The buildout scenario will be used to size projects and develop recommendations. Subtasks include the following:

- Review related reports and studies for past capacity analyses and recommendations.
- Review current problem areas identified by the Public Works Department.
- Estimate the available capacity of each basin given existing infrastructure.
- Develop a future hydraulic modeling scenario that evaluates the impact of future growth and redevelopment projects on the collection system wastewater flows. Maps will be developed showing current and future deficiencies.
- Review and document resulting capacity deficiencies for existing and buildout conditions.
- Develop recommendations to address identified capacity deficiencies for buildout conditions.

5.2 Lift Station Capacity Evaluation

Consultant will use historical lift station pumping records to evaluate the capacity of the City's lift stations. Pumping records will be compared against the station capacity to determine the available capacity. A statistical analysis of pumping will be used to estimate the increase in flows due to I/I and the recent limited development. Increasing flows will be compared to remaining capacity to determine when lift station improvements will be needed. Furthermore, the capacities of the pump stations will be evaluated for their ability to convey peak flows under firm capacity for existing and buildout conditions. Possible

design solutions will be identified to address potential deficiencies and capital improvement recommendations will be developed.

5.3 I/I Evaluation

Develop I/I Metrics. Utilize data from previous studies and calibrated model results to develop and refine existing I/I metrics. LOTT publishes an annual report that details I/I throughout the service area and includes flow monitoring at the outlet of the City's sewer system into LOTT's. Using this report and data as a reference, peaking factors, peak I/I rates, depth to diameter ratios, and R-values will be developed for the City's wastewater basins. I/I metrics in conjunction with the calibrated model will be used to identify potential areas where I/I reduction may be cost-effective.

Review Potential Causes of I/I. Review basins identified with high I/I for potential causes of I/I, including a history of repairs, and pipe age and material. Review sewer and storm GIS data to identify potential connections. Plot areas of high I/I on a system map to identify geographic features of I/I causes.

I/I Basin Prioritization. Review existing metrics and potential causes to prioritize high I/I basins for further analysis, specifically assessing the value of addressing I/I causes rather than identifying pipelines in the basin for capacity increases. Depending on the results of this analysis, Consultant will develop pilot project(s) addressing I/I sources in high priority basins.

5.4 Task 5 Workshop(s)

Consultant shall coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

5.4.1 Meeting 7: System Analysis Deficiencies and Recommendations

- Purpose: Review system analysis, hydraulic capacity deficiencies, and possible design solutions.
- Duration: 2 hours.
- Location: In-person at City office.

5.5 Draft Chapter 4 – Collection System Analysis

Consultant shall prepare a draft Chapter 4 – Collection System Analysis. Consultant shall update Chapter 4 to address any City comments as part of Task 5.

Task 5 Deliverables

- Remaining Capacity Tool (Optional).
- Draft Chapter 4 and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 5.

Task 5 Assumptions

- City can provide all data requested in a timely manner.
- City will approve design standards and design storm.

- Capacity evaluation will be performed for two planning horizons: existing and buildout. The buildout scenario will be used to size recommendations and projects.

TASK 6 OPERATIONS AND MAINTENANCE

6.1 Review O&M

Summarize the City's O&M program, including both preventative and corrective maintenance. This includes the planned and scheduled activities, such as lift station inspection and maintenance, manhole inspection and maintenance, video inspection, root cutting, grease removal, and hydraulic line cleaning. Summarize O&M problem areas based on City provided data, such accumulation of solids or access issues. Maps will be prepared to aid in the review of O&M problem areas. Summarize customer-oriented programs, such as fats, oils, and grease (FOG), and the City's procedure to address suggestions/complaints. This task assumes the City will provide written materials for use in summarizing the existing O&M Program. The task assumes the Consultant will not prepare new summaries or documentation.

6.2 Collection System Condition Assessment

The Consultant will collect information regarding the City's asset management of pipes, manholes, and pump stations in preparation for developing a risk model. Consultant will use existing asset scoring and rating data from the City. This condition data will be reviewed and integrated from the City's asset management software into the Consultant's working version of the City's GIS.

6.2.1 Estimate Remaining Useful Life for Sewer Mains.

Using the CCTV and scoring data from the City and available GIS information (pipe material and age, primarily), Consultant will estimate the remaining useful life (RUL) of each pipe considering the value of replacing versus maintaining the pipe. It is expected that RUL will be based on sewer main age, material, and previously identified deficiencies. The RUL will be used to recommend the extent of the City's system replacement programs. Consultant will assist the City in incorporating RUL into its preferred asset management system, as directed by the City.

6.2.2 Risk Assessment

Consultant will develop a risk assessment to prioritize rehabilitation and repair (R&R) projects in conjunction with City staff. Consequence of failure (CoF) and likelihood of failure (LoF) criteria will be developed in conjunction with City staff to analyze risk in the sewer system. LoF will be developed using the condition assessment from the CCTV efforts as well as results of the RUL task, smoke testing data, and general maintenance and cleaning records. CoF will be determined based on readily available GIS data (i.e., roads, wetlands, proximity to hospitals, upstream service area) and the institutional knowledge of City staff. Weighting factors will be used to combine multiple vulnerabilities. The task will be at a conceptual planning level and does not include survey, site inspections, or other detailed investigations. Consultant will assist the City in incorporating risk assessment results into its preferred asset management system, as directed by the City.

6.2.3 Rehabilitation and Repair Plan

Consultant will create a conceptual plan for implementing the identified R&R improvements in a programmatic manner. The conceptual plan will document the quantity and timing for the recommended projects. A prioritized action workflow will be developed that uses the risk results and other data to determine which action (rehabilitation, replacement, inspection) each pipe receives. The prioritized plan workflow logic will be applied to calculate the long-term funding needs of the R&R Plan. Unit cost factors for each action by pipe diameter in tabular format will be developed in Task 7.1.

6.3 Task 6 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

6.3.1 Meeting 8: O&M

- Purpose: Meeting to outline O&M Practices.
- Duration: 1 hour.
- Location: Virtual over Teams.

6.3.2 Meeting 9: Rehabilitation and Repair Plan

- Purpose: Meeting to present results of the risk assessment and rehabilitation and repair plan.
- Duration: 1 hour.
- Location: In Person.

6.4 Draft Chapter 5 – O&M

Consultant will prepare a draft Chapter 5 – O&M. Consultant shall update Chapter 5 to address any City comments as part of Task 6.

Task 6 Deliverables

- Draft Chapter 5 – O&M and Record of Comments.
- Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 6.

Task 6 Assumptions

- The City will provide:
 - » Organization structure.
 - » Staffing levels and positions.
 - » Summary of ongoing maintenance activities and operational tasks.
 - » Current O&M funding.
 - » Planned or future O&M programs.
 - » Record keeping procedures.
 - » Existing NASSCO-adherent CCTV data and asset scoring.

- » Smoke testing data.
- » All requested and relevant existing documents and data.

TASK 7 CAPITAL IMPROVEMENT PROGRAM

7.1 Cost Estimates

Consultant will develop a Class 5 estimate of unit costs for new pipes and force mains (\$/LF by diameter and depth), new manholes (\$/manhole diameter), new pump station (\$/mgd), and pump station rehabilitation (\$/mgd). The Consultant will utilize bid tabs from recently completed City projects as well as the Consultants cost database.

7.2 Project Prioritization

Consultant will compile a comprehensive list of collection system CIP projects based on recommendations that resulted from the collection system analysis and the risk-based R&R program development. Consultant will develop a preliminary project prioritization strategy. In a workshop setting, Consultant will review the preliminary project prioritization strategy with City staff and establish the final project prioritization strategy. Consultant will assess, group, and prioritize the CIP projects according to the strategy. Once the projects are prioritized, Consultant will develop a preliminary project schedule. The project prioritization and schedule will be reviewed with City staff in a workshop setting.

7.3 Task 7 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

7.3.1 Meeting 10: CIP

- Purpose: Meeting to outline the assumptions and projects included in the City's CIP.
- Duration: 2 hours.
- Location: In Person.

7.4 Draft Chapter 6 – Capital Improvement Plan

Consultant will prepare a draft Chapter 6 – Capital Improvement Plan. Consultant will update Chapter 6 to address any City comments as part of Task 7.

Task 7 Deliverables

- Electronic CIP and corresponding GIS files (Optional).
- Draft Chapter 6 and Record of Comments.
- Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 7.

Task 7 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.
 - » Bid tabs of recent projects, if available.

TASK 8 FINANCIAL ANALYSIS

The purpose of this task is to prepare a financial analysis chapter for the Plan.

8.1 Financial Analysis

8.1.1 Collect Data

Consultant will prepare a data request list and submit it to the City prior to the start of the task. As data are received, Consultant will review each data item for completeness and clarity in order to follow up with additional requests or questions if needed. Data items to be reviewed and analyzed include but are not limited to:

- Current budget documents.
- Three prior years of actual revenue and expenses.
- Debt schedules and bond covenants and/or loan agreements.
- Most recent Annual Comprehensive Financial Report.
- 10-Year Capital Improvement Plan.
- Applicable City policies.
- Three prior years of billing data for each customer.
- Relevant previous study reports, memos, models, etc.

8.1.2 Customer Billing and Statistical Data

This task includes a compilation of a three-year history of customer billing statistics in same format as the City's rate structure, by customer class and number of units, based on data availability. Consultant will perform a revenue test to confirm the accuracy of the billing and statistical data by applying the historical rates to the respective billing data to determine if calculated revenues are within a 1% margin of variance when compared to audited and reported base and volumetric rate revenues. Historical data will serve as the basis in the development of statistical projections.

8.1.3 Revenue Requirements

Consultant will develop a detailed financial forecast of revenues and expenses for the 10-year study period. Consultant will test the adequacy of revenues from the current rate structure to meet the City's policy objectives, beginning with three tests:

- Cash Flow Needs Review – do revenues exceed expenses?
- Debt Coverage Test – does the revenue structure provide enough revenues to meet debt coverage for any potential loans or bonds?

- Reserve Funds Review – are operating and capital reserve fund balances projected to meet or exceed policy targets?

Consultant will run scenarios with the CIP developed in Task 7 to assist the City with funding strategies.

8.1.4 Rate Design

Consultant will apply revenue increases identified in the Revenue Requirements task to each component of the existing wastewater rates and develop a five-year rate schedule.

Consultant will evaluate the affordability of the City's existing rates and the proposed rates using the affordability indices developed in the City's Water Rate Study.

8.1.5 Develop Rate Model

Consultant will develop a customized, Excel-based rate model for use by City staff to determine revenue requirements for a 10-year period. The model will include a user-friendly dashboard interface, which will allow the user to easily run various scenarios. Consultant will develop a user manual for the sewer rate model.

8.2 Task 8 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting.

8.2.1 Meeting 11: Financial Analysis

- Purpose: Meeting to review revenue requirement results and rate options.
- Duration: 2 hours.
- Location: Virtual over Teams.

8.3 Draft Chapter 7 – Financial Analysis

Consultant will prepare a draft Chapter 7 – Financial Analysis. Consultant shall update Chapter 7 to address any City comments as part of Task 8.

Task 8 Deliverables

- Five-year rate schedule.
- Rate model.
- Draft Chapter 7 and Record of Comments.
- Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 8.

Task 8 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.

TASK 9 PLAN DEVELOPMENT

This task consists of the final development of the GSP report, as well as communication and coordination related to agency and council review of the draft GSP.

9.1 Draft Chapter 1 – Introduction & Executive Summary

Consultant will prepare a draft Chapter 1 – Introduction and an executive summary, summarizing each element of the GSP.

9.2 City Review Draft GSP

Consultant will develop City review draft and coordinate review by City staff. Under this task, the plan will be prepared incorporating the previous chapters according to the summary table above.

9.3 Agency Review Draft GSP

Consultant will incorporate City comments into an Agency Review Draft plan to be submitted for agency review. The City will submit Agency Review Draft to adjacent sewer providers, King County, and Ecology.

9.4 Final GSP

Consultant will review agency review letters for incorporation into the Final Plan. Delivery of the Final Plan will include one professional engineer (PE)-stamped PDF, and all electronic files.

9.5 Task 9 Workshop(s)

Consultant will coordinate and facilitate workshops, prepare agendas, and submit meeting minutes to the City for review and comment. The meeting minutes will state the objective of the meeting, general information shared during the meeting, assigned action items, and any decisions made during the meeting. Consultant will also provide support for up to 2 council meeting presentations.

9.5.1 Meeting 12: City Review Comments

- Purpose: City Review Draft comments.
- Duration: 1 hour.
- Location: Virtual over Teams.

9.5.2 Meeting 13: Agency Review Comments

- Purpose: Agency Review Draft Comments.
- Duration: 1.5 hours.
- Location: Virtual over Teams.

9.5.3 Council Meetings

- Purpose: Present GSP to City Council up to 2 times.
- Duration: 1 hour, each.
- Location: In-Person.

Task 9 Deliverables

- City Draft GSP and Record of Comments.
- Agency Draft GSP and Record of Comments.
- Final GSP.

Task 9 Assumptions

- The City will provide:
 - » All requested and relevant existing documents and data.
- City provides required documents for appendices, including acceptance ordinances.
- City comments on draft chapters will be reviewed and edits to the chapters performed.
- City will pay directly for any DOH review fees.
- Consultant will provide up to three printed copies of the final GSP.

OPTIONAL TASKS (Not included in LOE)

Remaining Capacity Tool

Consultant will prepare a tool for the City of Tumwater that can be used through the City's online GIS platform to read flow model data for each modelled pipe within the system. The tool will be used for rough estimates of a pipe's capability to convey flow from future development not already accounted for in the model, as well as estimated bypass pumping requirements and allowance of construction discharge. The remaining capacity tool will be limited to the extent of the hydraulic model domain.

Electronic CIP Development

Consultant will develop an electronic CIP in Microsoft Excel that details each project within the 20-year planning period. Each project will include project description, basis (relationship to identified capacity deficiency), estimated cost, and recommended year for implementation. The CIP projects that fall within the 10-year horizon will also be assigned a project type indicative of its funding source for financial planning. The project list will be included as an appendix to the GSP report. A corresponding GIS geodatabase and map PDFs will be developed as spatial representations of the Excel-based tool.

PROJECT SCHEDULE

The estimated project duration is 30 months following notice to proceed. This is inclusive of two-week City review periods for each project deliverable outlined in the above scope of work. An updated preliminary project schedule will be provided with the Project Charter.

Deliverables

The deliverables for this project include the following:

Task	Deliverable
Task 1	Monthly Progress Reports.
Task 1	Draft and Final PMP.
Task 1	Project Schedule.
Task 1	Agenda, meeting materials, and meeting summary documents for Kick-off Meeting.
Task 2	Flow Projection Parcel-based Excel Tool.
Task 2	Draft Chapter 2 – Policies and Criteria and Record of Comments.
Task 2	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 2.
Task 3	Draft Chapter 3 – Existing Collection System Analysis and Record of Comments.
Task 3	Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 3.
Task 4	Calibrated Hydraulic Model.
Task 4	Draft and Final TM 1 and Record of Comments.
Task 4	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 4.
Task 5	Remaining Capacity Tool (Optional).
Task 5	Draft Chapter 4 and Record of Comments.
Task 5	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 5.
Task 6	Draft Chapter 5 – O&M and Record of Comments.
Task 6	Agendas, meeting materials, and meeting summary documents for Workshops and meetings identified in Task 6.
Task 7	Electronic CIP and corresponding GIS files (Optional).
Task 7	Draft Chapter 6 and Record of Comments.
Task 7	Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 7.
Task 8	Five-year rate schedule.
Task 8	Rate model.
Task 8	Draft Chapter 7 and Record of Comments.
Task 8	Agendas, meeting materials and meeting summary documents for Workshops and meetings identified in Task 7.
Task 9	City Draft GSP and Record of Comments.
Task 9	Agency Draft GSP and Record of Comments.
Task 9	Final GSP.

Meetings

The meetings proposed for this project are listed below and are described in detail in the scope of work section below.

Task	Meeting
Task 1	Meeting 1: Kick-Off
Task 2	Meeting 2: Policies and Criteria
Task 2	Meeting 3: Flow Projections
Task 3	Meeting 4: Review Existing System (combined with Meeting 2 - Policies and Criteria)
Task 4	Meeting 5: Hydraulic Model Software Comparison
Task 4	Meeting 6: Hydraulic Model Calibration
Task 5	Meeting 7: System Analysis Deficiencies and Recommendations
Task 6	Meeting 8: O&M
Task 6	Meeting 9: Rehabilitation and Repair Plan
Task 7	Meeting 10: CIP
Task 8	Meeting 11: Financial Analysis
Task 9	Meeting 12: City Review Comments
Task 9	Meeting 13: Agency Review Comments
Task 9	2 Council Meetings (Optional)

GENERAL PROJECT ASSUMPTIONS

The scope and fee for this planning effort is based on the following assumptions:

- All meetings/workshops will be held virtually via Microsoft Teams unless otherwise stated in specific scope task descriptions. In-person meetings will be held at City offices and will allow for hybrid participation.
- City staff will coordinate with all other City departments.
- Draft deliverables will be provided in electronic copy (.pdf and .docx) and transmitted via the project SharePoint site or secure file transfer.
- One round of review is assumed for each draft deliverable. The City will consolidate comments from multiple reviewers into a single set and resolve any internal conflicting comments prior to providing to the Consultant. City comments and Consultant responses to Draft TMs and chapters will be tracked via "red line" markups incorporated into an electronic version of the memo.
- The City will return comments on draft deliverables to the Consultant within two weeks of receiving a Draft TM or GSP section.
- For all workshops, Consultant will provide a draft Microsoft PowerPoint slide deck to the City one week ahead of the presentation.
- Meeting notes and related materials will be transmitted electronically (.pdf and/or .docx) via the project SharePoint site.

- The City will review and provide comments on the draft meeting minutes within two weeks of receiving the draft meeting minutes.
- Final deliverables will be provided in electronic copy (.pdf and .docx) and transmitted via the project SharePoint site or secure file transfer unless otherwise stated in the specific scope task descriptions. The City will print and produce additional copies of all documents as necessary for its use.
- All opinions of probable construction cost (OPCC) shall be a Class 5 level, as defined by American Association of Cost Engineering.
- In providing opinions of cost, financial analyses, economic feasibility projections, schedules, and quantity and/or quality estimates for potential projects, Consultant has no control over cost or price of labor and material; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance of third parties; quality, type, management, or direction of operating personnel; the incoming water quality and/or quantity; the way City's plant(s) and/or associated processes are operated and/or maintained; and other economic and operational factors that may materially affect the ultimate project elements, including, but not limited to, cost or schedule. Therefore, Consultant makes no warranty that City's actual project costs, financial aspects, economic feasibility, schedules, and/or quantities or quality realized will not vary from Consultant's opinions, analyses, projections, or estimates.
- The City shall furnish Consultant available studies, reports and other data pertinent to Consultant's services; obtain or authorize Consultant to obtain or provide additional reports and data as required; furnish to Consultant services of others required for the performance of Consultant's services hereunder, and Consultant shall be entitled to use and reasonably rely upon all such information and services provided by the City or others in performing Consultant's services.
- The services to be performed by Consultant are intended solely for the benefit of the City. No person or entity not a signatory to this Task Order shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Task Order or the performance of Consultant's services hereunder.

TASK / DESCRIPTION	Carollo Engineers, Inc.										Total Hours	Total Consultant Labor Cost	OTHER DIRECT COSTS			TOTAL COST
	LK, EW	AN	MM	NL	AW	JI	IB	KL	KC	Varies			Travel and Printing	PECE	Total ODC	
	PIC/QM	PM	Senior Professional	Staff Professional	O&M Lead Professional	Financial QM	Financial Lead Professional	Financial Analyst	GIS Technician	DP						
	\$ 325.00	\$ 270.00	\$ 215.00	\$ 165.00	\$ 235.00	\$ 325.00	\$ 275.00	\$ 235.00	\$ 140.00	\$ 135.00						
TASK 1 – PROJECT MANAGEMENT	20	69	38	4	6	0	6	0	1	38	182	\$ 42,290.00	\$ -	\$ 3,094.00	\$ 3,094.00	\$ 45,384.00
1.1 Project Document Management	1	1	4	1	0	0	0	0	0	0	7	\$ 1,620.00	\$ -	\$ 119.00	\$ 119.00	\$ 1,739.00
1.2 Project Management Plan	3	4	0	2	0	0	0	0	0	8	17	\$ 3,465.00	\$ -	\$ 289.00	\$ 289.00	\$ 3,754.00
1.3 Project Team Coordination	15	30	30	0	4	0	4	0	0	0	83	\$ 21,465.00	\$ -	\$ 1,411.00	\$ 1,411.00	\$ 22,876.00
1.4 Monthly Progress Report and Invoice	0	30	0	0	0	0	0	0	0	30	60	\$ 12,150.00	\$ -	\$ 1,020.00	\$ 1,020.00	\$ 13,170.00
1.5 Task 1 Workshop(s)	1	4	4	1	2	0	2	0	1	0	15	\$ 3,590.00	\$ -	\$ 255.00	\$ 255.00	\$ 3,845.00
1.5.1 Meeting 1: Kick-off (1 hour)	1	4	4	1	2	0	2	0	1	0	15	\$ 3,590.00	\$ -	\$ 255.00	\$ 255.00	\$ 3,845.00
TASK 2 – PLANNING CONSIDERATIONS	18	18	52	96	0	0	0	0	21	12	217	\$ 42,290.00	\$ 300.00	\$ 3,689.00	\$ 3,989.00	\$ 46,279.00
2.1 Policies, Criteria, and Standards Review	4	8	12	32	0	0	0	0	0	0	56	\$ 11,320.00	\$ -	\$ 952.00	\$ 952.00	\$ 12,272.00
2.2 Wastewater Flow Projections	8	4	12	40	0	0	0	0	12	0	76	\$ 14,540.00	\$ -	\$ 1,292.00	\$ 1,292.00	\$ 15,832.00
2.3 Task 2 Workshop(s)	2	4	12	12	0	0	0	0	3	0	33	\$ 6,710.00	\$ 300.00	\$ 561.00	\$ 861.00	\$ 7,571.00
2.3.1 Meeting 2: Policies and Criteria (1.5 hours)	1	2	6	6	0	0	0	0	0	0	15	\$ 3,145.00	\$ -	\$ 255.00	\$ 255.00	\$ 3,400.00
2.3.2 Meeting 3: Flow Projections (1.5 hours)	1	2	6	6	0	0	0	0	3	0	18	\$ 3,565.00	\$ 300.00	\$ 306.00	\$ 606.00	\$ 4,171.00
2.4 Draft Chapter 2: Planning Considerations	4	2	16	12	0	0	0	0	6	12	52	\$ 9,720.00	\$ -	\$ 884.00	\$ 884.00	\$ 10,604.00
TASK 3 – EXISTING SYSTEM	6	9	20	46	2	0	0	0	28	12	123	\$ 22,280.00		\$ 2,091.00	\$ 2,091.00	\$ 24,371.00
3.1 Data Request	0	4	4	8	2	0	0	0	2	0	20	\$ 4,010.00	\$ -	\$ 340.00	\$ 340.00	\$ 4,350.00
3.2 Existing System Review	2	4	8	20	0	0	0	0	16	0	50	\$ 8,990.00	\$ -	\$ 850.00	\$ 850.00	\$ 9,840.00
3.2.1 Service Area Characteristics	1	2	4	8	0	0	0	0	4	0	19	\$ 3,605.00	\$ -	\$ 323.00	\$ 323.00	\$ 3,928.00
3.2.2 Existing System Tables and Figures	1	2	4	12	0	0	0	0	12	0	31	\$ 5,385.00	\$ -	\$ 527.00	\$ 527.00	\$ 5,912.00
3.3 Task 3 Workshop(s)	0	0	2	2	0	0	0	0	2	0	6	\$ 1,040.00	\$ -	\$ 102.00	\$ 102.00	\$ 1,142.00
3.3.1 Meeting 4: Review Existing System (1.5 hours, combined with Meeting 2)	0	0	2	2	0	0	0	0	2	0	6	\$ 1,040.00	\$ -	\$ 102.00	\$ 102.00	\$ 1,142.00
3.4 Draft Chapter 3: Existing System	4	1	6	16	0	0	0	0	8	12	47	\$ 8,240.00	\$ -	\$ 799.00	\$ 799.00	\$ 9,039.00
TASK 4 - HYDRAULIC MODEL UPDATE	32	29	92	190	0	0	0	0	32	12	387	\$ 75,460.00		\$ 6,579.00	\$ 6,579.00	\$ 82,039.00
4.1 Collection System Modeling Software Comparison Matrix	4	4	4	8	0	0	0	0	0	0	20	\$ 4,560.00	\$ -	\$ 340.00	\$ 340.00	\$ 4,900.00
4.2 Model Development	4	4	16	40	0	0	0	0	12	0	76	\$ 14,100.00	\$ -	\$ 1,292.00	\$ 1,292.00	\$ 15,392.00
4.3 Gap Analysis (Interpolation and Minimum Slope)	0	4	6	12	0	0	0	0	2	0	24	\$ 4,630.00	\$ -	\$ 408.00	\$ 408.00	\$ 5,038.00
4.4 Flow Monitoring Review	4	4	4	16	0	0	0	0	2	0	30	\$ 6,160.00	\$ -	\$ 510.00	\$ 510.00	\$ 6,670.00
4.5 Model Flow Allocation	6	4	16	24	0	0	0	0	12	0	62	\$ 12,110.00	\$ -	\$ 1,054.00	\$ 1,054.00	\$ 13,164.00
4.6 Model Calibration	6	4	30	60	0	0	0	0	0	0	100	\$ 19,380.00	\$ -	\$ 1,700.00	\$ 1,700.00	\$ 21,080.00
4.7 Task 4 Workshop(s)	4	4	10	14	0	0	0	0	0	0	32	\$ 6,840.00	\$ -	\$ 544.00	\$ 544.00	\$ 7,384.00
4.7.1 Meeting 5: Hydraulic Model Software Comparison (1 hour)	2	2	4	6	0	0	0	0	0	0	14	\$ 3,040.00	\$ -	\$ 238.00	\$ 238.00	\$ 3,278.00
4.7.2 Meeting 6: Hydraulic Model Calibration (1.5 hours)	2	2	6	8	0	0	0	0	0	0	18	\$ 3,800.00	\$ -	\$ 306.00	\$ 306.00	\$ 4,106.00
4.8 Draft and Final TM 1 - Hydraulic Model Development and Calibration	4	1	6	16	0	0	0	0	4	12	43	\$ 7,680.00	\$ -	\$ 731.00	\$ 731.00	\$ 8,411.00
TASK 5 – COLLECTION SYSTEM ANALYSIS	24	15	50	140	40	0	0	0	22	24	315	\$ 61,420.00	\$ 300.00	\$ 5,355.00	\$ 5,655.00	\$ 67,075.00
5.1 Pipe Capacity Analysis	6	4	16	44	0	0	0	0	0	0	70	\$ 13,730.00	\$ -	\$ 1,190.00	\$ 1,190.00	\$ 14,920.00
5.2 Lift Station Capacity Evaluation	6	4	8	40	0	0	0	0	0	0	58	\$ 11,350.00	\$ -	\$ 986.00	\$ 986.00	\$ 12,336.00
5.3 I/I Evaluation	6	4	8	24	40	0	0	0	8	12	102	\$ 20,850.00	\$ -	\$ 1,734.00	\$ 1,734.00	\$ 22,584.00
5.4 Task 5 Workshop(s)	2	2	6	8	0	0	0	0	6	0	24	\$ 4,640.00	\$ 300.00	\$ 408.00	\$ 708.00	\$ 5,348.00
5.4.1 Meeting 7: System Analysis Deficiencies and Recommendations (2 hours)	2	2	6	8	0	0	0	0	6	0	24	\$ 4,640.00	\$ 300.00	\$ 408.00	\$ 708.00	\$ 5,348.00
5.5 Draft Chapter 4: Collection System Analysis	4	1	12	24	0	0	0	0	8	12	61	\$ 10,850.00	\$ -	\$ 1,037.00	\$ 1,037.00	\$ 11,887.00
TASK 6 – OPERATIONS AND MAINTENANCE	16	13	9	12	114	0	0	0	30	12	206	\$ 45,235.00	\$ 300.00	\$ 3,502.00	\$ 3,802.00	\$ 49,037.00
6.1 Review O&M	2	4	3	0	24	0	0	0	0	0	33	\$ 8,015.00	\$ -	\$ 561.00	\$ 561.00	\$ 8,576.00
6.2 Collection System Condition Assessment	8	4	3	0	54	0	0	0	12	0	81	\$ 18,695.00	\$ -	\$ 1,377.00	\$ 1,377.00	\$ 20,072.00
6.3 Task 6 Workshop(s)	2	4	3	12	12	0	0	0	8	0	41	\$ 8,295.00	\$ 300.00	\$ 697.00	\$ 997.00	\$ 9,292.00
6.3.1 Meeting 8: O&M (1 hour)	1	2	1	4	6	0	0	0	2	0	16	\$ 3,430.00	\$ -	\$ 272.00	\$ 272.00	\$ 3,702.00
6.3.2 Meeting 9: Rehabilitation and Repair Plan (1 hour)	1	2	2	8	6	0	0	0	6	0	25	\$ 4,865.00	\$ 300.00	\$ 425.00	\$ 725.00	\$ 5,590.00
6.4 Draft Chapter 5: O&M	4	1	0	0	24	0	0	0	10	12	51	\$ 10,230.00	\$ -	\$ 867.00	\$ 867.00	\$ 11,097.00
TASK 7 – CAPITAL IMPROVEMENT PLAN	17	11	34	80	0	0	0	0	19	12	173	\$ 33,285.00	\$ 300.00	\$ 2,941.00	\$ 3,241.00	\$ 36,526.00
7.1 Cost Estimates	6	4	12	32	0	0	0	0	0	0	54	\$ 10,890.00	\$ -	\$ 918.00	\$ 918.00	\$ 11,808.00
7.2 Project Prioritization	4	4	8	16	0	0	0	0	5	0	37	\$ 7,440.00	\$ -	\$ 629.00	\$ 629.00	\$ 8,069.00
7.3 Task 7 Workshop(s)	3	2	6	8	0	0	0	0	6	0	25	\$ 4,965.00	\$ 300.00	\$ 425.00	\$ 725.00	\$ 5,690.00

TASK / DESCRIPTION	Carollo Engineers, Inc.										Total Hours	Total Consultant Labor Cost	OTHER DIRECT COSTS			TOTAL COST
	LK, EW	AN	MM	NL	AW	JI	IB	KL	KC	Varies			Travel and Printing	PECE	Total ODC	
	PIC/QM	PM	Senior Professional	Staff Professional	O&M Lead Professional	Financial QM	Financial Lead Professional	Financial Analyst	GIS Technician	DP						
	\$ 325.00	\$ 270.00	\$ 215.00	\$ 165.00	\$ 235.00	\$ 325.00	\$ 275.00	\$ 235.00	\$ 140.00	\$ 135.00						
7.3.1 Meeting 10: CIP (2 hours)	3	2	6	8	0	0	0	0	6	0	25	\$ 4,965.00	\$ 300.00	\$ 425.00	\$ 725.00	\$ 5,690.00
7.4 Draft Chapter 6: Capital Improvement Plan	4	1	8	24	0	0	0	0	8	12	57	\$ 9,990.00	\$ -	\$ 969.00	\$ 969.00	\$ 10,959.00
TASK 8 – FINANCIAL ANALYSIS	4	13	0	0	0	11	56	99	0	12	195	\$ 48,670.00	\$ -	\$ 3,315.00	\$ 3,315.00	\$ 51,985.00
8.1 Financial Analysis	0	10	0	0	0	6	40	72	0	0	128	\$32,570.00	\$ -	\$2,176.00	\$2,176.00	\$34,746.00
8.1.1 Collect Data	0	2	0	0	0	0	4	6	0	0	12	\$3,050.00	\$ -	\$204.00	\$204.00	\$3,254.00
8.1.2 Customer Billing and Statistical Data	0	2	0	0	0	0	4	6	0	0	12	\$3,050.00	\$ -	\$204.00	\$204.00	\$3,254.00
8.1.3 Revenue Requirements	0	2	0	0	0	2	24	50	0	0	78	\$19,540.00	\$ -	\$1,326.00	\$1,326.00	\$20,866.00
8.1.4 Rate Design	0	2	0	0	0	2	4	6	0	0	14	\$3,700.00	\$ -	\$238.00	\$238.00	\$3,938.00
8.1.5 Develop Rate Model	0	2	0	0	0	2	4	4	0	0	12	\$3,230.00	\$ -	\$204.00	\$204.00	\$3,434.00
8.2 Task 8 Workshop(s)	0	2	0	0	0	1	4	3	0	0	10	\$2,670.00	\$ -	\$170.00	\$170.00	\$2,840.00
8.2.1 Meeting 11: Financial Analysis (2 hours)	0	2	0	0	0	1	4	3	0	0	10	\$2,670.00	\$ -	\$170.00	\$170.00	\$2,840.00
8.3 Draft Chapter 7 - Financial Analysis	4	1	0	0	0	4	12	24	0	12	57	\$13,430.00	\$ -	\$969.00	\$969.00	\$14,399.00
TASK 9 – PLAN DEVELOPMENT	28	38	52	92	0	0	0	0	22	88	320	\$ 60,680.00	\$ 5,600.00	\$ 5,440.00	\$ 11,040.00	\$ 71,720.00
9.1 Chapter 1: Introduction & Executive Summary	4	4	4	4	0	0	0	0	2	8	26	\$ 5,260.00	\$ -	\$ 442.00	\$ 442.00	\$ 5,702.00
9.2 City Review Draft GSP	6	6	12	32	0	0	0	0	8	32	96	\$ 16,870.00	\$ -	\$ 1,632.00	\$ 1,632.00	\$ 18,502.00
9.3 Agency Review Draft GSP	6	6	12	24	0	0	0	0	6	24	78	\$ 14,190.00	\$ -	\$ 1,326.00	\$ 1,326.00	\$ 15,516.00
9.4 Final GSP	6	6	8	16	0	0	0	0	6	24	66	\$ 12,010.00	\$ 5,000.00	\$ 1,122.00	\$ 6,122.00	\$ 18,132.00
9.5 Task 9 Workshop(s)	6	16	16	16	0	0	0	0	0	0	54	\$ 12,350.00	\$ 600.00	\$ 918.00	\$ 1,518.00	\$ 13,868.00
9.5.1 Meeting 12: City Review Comments (1 hour)	2	2	4	8	0	0	0	0	0	0	16	\$ 3,370.00	\$ -	\$ 272.00	\$ 272.00	\$ 3,642.00
9.5.2 Meeting 13: Agency Review Comments (1 hour)	2	2	4	8	0	0	0	0	0	0	16	\$ 3,370.00	\$ -	\$ 272.00	\$ 272.00	\$ 3,642.00
9.5.3 2 Council Meetings	2	12	8	0	0	0	0	0	0	0	22	\$ 5,610.00	\$ 600.00	\$ 374.00	\$ 974.00	\$ 6,584.00
Subtotal	165.0	215.0	347.0	660.0	162.0	11.0	62.0	99.0	175.0	222.0	2,118	\$ 431,610.00	\$ 6,800.00	\$ 36,006.00	\$ 42,806.00	\$ 474,416.00

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

3.46.010 Definitions.

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

3.46.020 Nondiscrimination in benefits.

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;

2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;

4. The contractor is a public entity;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

3.46.030 Limitations.

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
 - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
 - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

3.46.050 Appeals.

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

3.46.060 Effective date.

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)

TO: Public Works Committee
 FROM: Brandon Hicks, Transportation & Engineering Director
 DATE: November 20, 2025
 SUBJECT: Ordinance No. O2025-015, Eminent Domain for X Street

1) Recommended Action:

Place Ordinance No. O2025-015, Eminent Domain for X Street on the December 2, 2025, City Council consideration calendar with a recommendation to adopt.

2) Background:

The X Street Roundabout is the fourth transportation project derived from the Capitol Boulevard Corridor Study. The first project was the Capitol Boulevard Feasibility Study. The second project was the Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration project. The third project was the Capitol Boulevard Design project, which completed a substantial portion of the design for the remaining projects in the Corridor Study positioning the City to be more competitive in future grant applications. The transportation projects derived from the Capitol Boulevard Corridor Study aim to reduce congestion and provide safer travel for all modes.

City of Tumwater staff and right-of-way consultant Tierra Right of Way Services have been in contact with impacted property owners and have been working on documents to prepare for acquisition of right-of-way needed to construct the X Street Roundabout project. Some of the acquisitions are complicated and we may not be able to acquire the necessary property rights through standard negotiations. The timing of the project is critical due to funding, safety, and congestion. Our current schedule is to obligate construction funding by June of 2026 to ensure federal grant funding is not lost and regional obligation commitments are met. Acceptance of federal transportation grant funding requires willingness to acquire property rights through eminent domain, if necessary.

This Ordinance authorizes the City Attorney of the City of Tumwater or his or her designee to prosecute one or more actions in the Superior Court of the State of Washington in and for Thurston County, under the right of eminent domain for the purpose of acquiring real property and related interests and improvements necessary for the X Street Roundabout project; directing that compensation for the same shall be paid from such funds as have been designated for such project or from the General Fund of the City of Tumwater; and declaring the taking of such real property and related interests and improvements to be necessary for a public use.

3) Policy Support:

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

- Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

☐ Do not place the Ordinance on the December 2, 2025 Council consideration

calendar and accept the risk of potentially losing grant funding or of the region not meeting obligation commitments

5) Fiscal Notes:

The total cost estimate is approximately \$6.8 million for right of way and construction phases; the City has been awarded five separate grants totaling to approximately \$5.4 million for the project, local funds are programmed in the Transportation CFP budget.

6) Attachments:

- A. Ordinance No. O2025-015
- B. X Street Right of Way Exhibit

ORDINANCE NO. O2025-015

AN ORDINANCE, authorizing the City Attorney of the City of Tumwater or his or her designee to prosecute one or more actions in the Superior Court of the State of Washington in and for Thurston County, under the right of eminent domain for the purpose of acquiring real property and related interests and improvements necessary for the X Street Roundabout project; directing that compensation for the same shall be paid from such funds as have been designated for such project or from the General Fund of the City of Tumwater; and declaring the taking of such real property and related interests and improvements to be necessary for a public use.

WHEREAS, it is the City Council's desire to assure public safety and promote proper growth and development within the City; and

WHEREAS, the Capitol Boulevard Corridor Plan, adopted by City Council with Ordinance No. O2013-025, prescribes improvements to the transportation system including roundabouts at select intersections; and

WHEREAS, the Capitol Boulevard Corridor Feasibility Study completed preliminary engineering for the transportation system improvements recommended in the Capitol Boulevard Corridor Plan, including the X Street Roundabout; and

WHEREAS, in order to assure public safety and mobility, it is the City's intent to construct the X Street Roundabout project, located at or about the intersection of X Street SW and Capitol Boulevard SE, including a roundabout, public and private utility improvements, permanent signing, stormwater management, driveway adjustments, illumination, and removal of existing traffic signals, traffic signal cabinet, and cement concrete pavement ("Project"); and

WHEREAS, the Project contributes to the public safety by improving public rights-of-way to meet the increased traffic demands on Capitol Boulevard SW, create safer non-motorized access and facilities, and facilitate the movement of traffic through the placement of roundabouts at designated locations within the Project area; and

WHEREAS, the City of Tumwater is actively negotiating to purchase the property necessary for the Project pursuant to Chapter 8.26 RCW, but time is of the essence to begin construction of the Project. The City Council accordingly provides the authority for the City to initiate acquisitions through its power of eminent domain as set forth herein and pursuant to Chapter 8.12 RCW.

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

Section 1. Condemnation Authorized. The City Attorney of the City of Tumwater or his or her designee is hereby authorized to initiate in the Superior Court of the State of Washington in and for Thurston County one or more actions in the name of the City of Tumwater for acquisition of real property and related interests and improvements necessary for the Project (“Necessary Property Rights”). In so doing, the City Attorney or his or her designee is authorized to utilize legal descriptions and depictions of the Necessary Property Rights condemned herein in a format more precise than the general depictions set forth in **Exhibit A**. The City Attorney or his or her designee is further authorized to approve and enter into any and all such agreements, stipulations, and orders necessary to carry out the provisions of this ordinance, including the payment of just compensation as agreed to with the property owners, or as ordered by the Court.

The Project and Necessary Property Rights are generally depicted on the attached Exhibit A. The Project generally includes construction of a roundabout, including shared-use paths, public and private utility improvements, permanent signing, stormwater management, driveway adjustments, illumination, and removal of existing traffic signals, traffic signal cabinet, and cement concrete pavement.

Section 2. Declaration of Public Use and Necessity. The condemnation of the Necessary Property Rights is for the public use of the Project. The City Council expressly declares the acquisition of the Required Property Rights to be necessary for the Project.

Section 3. Condemnation Action May Be Dismissed. Nothing in this ordinance shall be construed as a waiver by the City of Tumwater of its rights to decline to take and pay for such Necessary Property Rights herein described, should it so elect, after the amount of damages has been ascertained and within the time allowed by law.

Section 4. Compensation. The compensation for the Necessary Property Rights herein to be taken and/or damaged shall be paid from such funds as have been designated for the Project or otherwise from the General Fund of the City of Tumwater, all in the manner provided by law.

Section 5. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this ordinance, or its application to any person, is, for any reason, declared invalid, in whole or in part by any court or agency of competent jurisdiction, said decision shall not affect the validity of the remaining portions hereof.

Section 6. Effective Date. This Ordinance shall be published in the official newspaper of the City and shall take effect and be in full force five (5) days after the date of publication.

ADOPTED this _____ day of _____ 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

**EXHIBIT A
ELEONORE BLACKWELL
TPN 12702222500**

PARCEL:

THE WEST 165 FEET OF THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M. LYING NORTH OF EAST W STREET AND SOUTH OF A LINE RUNNING NORTH 89°01'30" EAST FROM A POINT ON THE WEST LINE OF SAID SECTION 2, 1650.10 FEET NORTH OF ITS WEST QUARTER CORNER; EXCEPTING THEREFROM THE WEST 36 FEET FOR CAPITOL BOULEVARD;

IN THURSTON COUNTY, WASHINGTON.

RIGHT OF WAY DEDICATION DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY MARGIN OF CAPITOL BLVD AND THE NORTH RIGHT-OF-WAY MARGIN OF EAST W STREET; THENCE NORTHERLY ALONG SAID EAST MARGIN, NORTH 02°11'41" EAST, 37.93 FEET; THENCE SOUTH 12°12'10" EAST, 22.22 FEET; THENCE SOUTH 44°15'57" EAST, 10.87 FEET; THENCE SOUTH 67°35'09" EAST, 22.65 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID EAST W STREET; THENCE WESTERLY ALONG SAID NORTH MARGIN, NORTH 89°36'59" WEST, 34.67 FEET TO THE POINT OF BEGINNING;

CONTAINING 338 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING AT THE INTERSECTION OF THE EAST RIGHT-OF-WAY MARGIN OF CAPITOL BLVD AND THE NORTH RIGHT-OF-WAY MARGIN OF EAST W STREET; THENCE NORTHERLY ALONG SAID EAST MARGIN, NORTH 02°11'41" EAST, 37.93 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 12°12'10" EAST, 22.22 FEET; THENCE SOUTH 44°15'57" EAST, 10.87 FEET; THENCE SOUTH 67°35'09" EAST, 22.65 FEET TO THE NORTH RIGHT-OF-WAY MARGIN OF SAID EAST W STREET; THENCE LEAVING SAID NORTH LINE, NORTH 00°26'28" EAST, 10.58 FEET; THENCE NORTH 73°35'25" WEST, 21.46 FEET; THENCE NORTH 07°14'18" WEST, 21.57 FEET; THENCE NORTH 02°11'57" EAST, 49.75 FEET; THENCE SOUTH 88°46'49" EAST, 5.65 FEET; THENCE NORTH 00°29'52" EAST, 10.00 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE WESTERLY ALONG SAID NORTH LINE, NORTH 88°46'49" WEST, 15.36 FEET TO THE EAST RIGHT-OF-WAY MARGIN OF CAPITOL BLVD; THENCE SOUTHERLY ALONG SAID EAST MARGIN, SOUTH 02°11'41" WEST, 59.86 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,075 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR., PLS
MTN2COAST, LLC
10/22/2025



EXHIBIT A
CAPITOL CITY PROPERTIES LLC
TPN 56600000100

PARCEL:

PARCEL A OF BOUNDARY LINE ADJUSTMENT NO. BLA 7250, AS RECORDED JUNE 8, 1992 UNDER RECORDING NO. 9206080272;

IN THURSTON COUNTY, WASHINGTON.

RIGHT OF WAY DEDICATION DESCRIPTION:

THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING NORTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF CAPITOL BOULEVARD AND EAST X STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.; THENCE NORTHERLY ALONG THE CENTERLINE OF CAPITOL BOULEVARD AND THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 02°11'41" EAST, 96.75 FEET; THENCE SOUTH 87°48'19" EAST, 36.00 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL AND THE POINT OF BEGINNING; THENCE EASTERLY ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL, SOUTH 89°32'15" EAST, 12.55 FEET; THENCE NORTH 15°06'44" WEST, 9.92 FEET; THENCE NORTH 01°54'38" EAST, 93.59 FEET; THENCE NORTH 67°23'47" EAST, 25.57 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL AND THE TERMINUS OF THIS LINE DESCRIPTION;

CONTAINING 1,189 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THAT PORTION OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

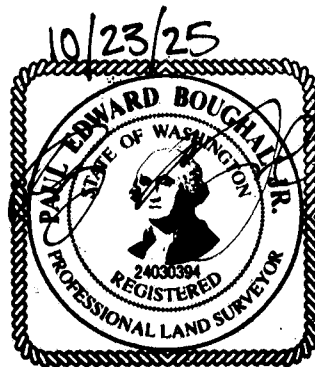
COMMENCING AT THE CENTERLINE INTERSECTION OF CAPITOL BOULEVARD AND EAST X STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.; THENCE NORTHERLY ALONG THE CENTERLINE OF CAPITOL BOULEVARD AND THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 02°11'41" EAST, 96.75 FEET; THENCE SOUTH 87°48'19" EAST, 36.00 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE EASTERLY ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL, SOUTH 89°32'15" EAST, 12.55 FEET;

THENCE NORTH 15°06'44" WEST, 2.90 FEET AND THE POINT OF BEGINNING;
THENCE CONTINUING NORTH 15°06'44" WEST, 7.02 FEET;
THENCE NORTH 01°54'38" EAST, 93.59 FEET;
THENCE NORTH 67°23'47" EAST, 25.57 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED
PARCEL;
THENCE LEAVING SAID NORTH LINE, SOUTH 01°23'44" EAST, 10.73 FEET;
THENCE SOUTH 67°25'10" WEST, 21.29 FEET;
THENCE SOUTH 04°41'58" WEST, 51.66 FEET;
THENCE SOUTH 01°49'45" WEST, 39.78 FEET TO THE POINT OF BEGINNING;

CONTAINING 497 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR., PLS
MTN2COAST, LLC
10/22/2025



**EXHIBIT A
NUT TREE, LLC
TPN 12703140500**

PARCEL:

THE NORTH 270 FEET OF THE EAST 180 FEET OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;

EXCEPTING THE NORTH 30 FEET FOR WEST X STREET AND THE EAST 30 FEET FOR CAPITOL BOULEVARD;

ALSO EXCEPTING THOSE PORTIONS CONVEYED TO THE CITY OF TUMWATER BY DEEDS RECORDED UNDER AUDITOR'S FILE NO. 1101265 AND 9510250095;

IN THURSTON COUNTY, WASHINGTON.

RIGHT OF WAY DESCRIPTION:

COMMENCING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF WEST X STREET; THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN, SOUTH 87°38'57" EAST, 70.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 83°19'42" EAST, 13.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS SOUTH 006°40'18" WEST, 33.50 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 46°35'24", AN ARC DISTANCE OF 27.24 FEET; THENCE SOUTH 36°44'19" EAST, 22.77 FEET; THENCE SOUTH 09°46'46" EAST, 17.12 FEET; THENCE SOUTH 02°17'05" WEST, 90.79 FEET; THENCE SOUTH 87°48'19" EAST, 11.03 FEET; THENCE SOUTH 04°38'42" EAST, 10.93 FEET; THENCE SOUTH 01°47'42" WEST, 90.69 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE EASTERLY ALONG SAID SOUTH LINE, SOUTH 87°38'57" EAST, 5.97 FEET TO THE WESTERLY RIGHT-OF-WAY MARGIN OF CAPITOL BLVD AS DEDICATED IN DEED RECORDED UNDER AFN 9510250095; THENCE NORTHERLY ALONG SAID MARGIN, NORTH 02°11'41" EAST, 216.08 FEET; THENCE NORTH 42°48'59" WEST, 33.93 FEET TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF WEST X STREET; THENCE WESTERLY ALONG SAID SOUTHERLY MARGIN, NORTH 87°38'57" WEST, 49.44 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,554 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

BEGINNING AT THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF WEST X STREET; THENCE EASTERLY ALONG SAID SOUTHERLY MARGIN, SOUTH $87^{\circ}38'57''$ EAST, 70.56 FEET; THENCE SOUTH $83^{\circ}19'42''$ EAST, 13.38 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT WHOSE RADIUS BEARS SOUTH $006^{\circ}40'18''$ WEST, 33.50 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF $46^{\circ}35'24''$, AN ARC DISTANCE OF 27.24 FEET; THENCE SOUTH $36^{\circ}44'19''$ EAST, 22.77 FEET; THENCE SOUTH $09^{\circ}46'46''$ EAST, 17.12 FEET; THENCE SOUTH $02^{\circ}17'05''$ WEST, 90.79 FEET; THENCE SOUTH $87^{\circ}48'19''$ EAST, 11.03 FEET; THENCE SOUTH $04^{\circ}38'42''$ EAST, 10.93 FEET; THENCE SOUTH $01^{\circ}47'42''$ WEST, 90.69 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE WESTERLY ALONG SAID SOUTH LINE, NORTH $87^{\circ}38'57''$ WEST, 18.22 FEET; THENCE NORTH $02^{\circ}17'49''$ EAST, 208.38 FEET; THENCE NORTH $87^{\circ}42'51''$ WEST, 64.38 FEET; THENCE NORTH $02^{\circ}35'15''$ EAST, 21.69 FEET; THENCE NORTH $87^{\circ}38'57''$ WEST, 55.95 FEET TO THE WEST LINE OF THE ABOVE DESCRIBED PARCEL; THENCE NORTHERLY ALONG SAID WEST LINE, NORTH $2^{\circ}11'41''$ EAST, 10.00 FEET, TO THE POINT OF BEGINNING;

CONTAINING 4,511 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR., PLS
MTN2COAST, LLC
10/22/2025

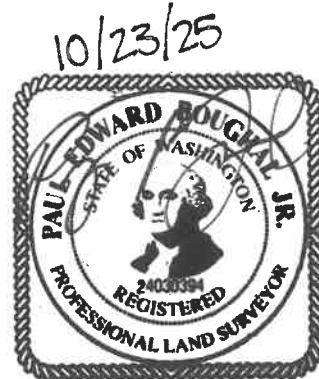


EXHIBIT A
RDK INVESTMENTS, LLC
TPN 551000000100

PARCEL:

LOT 1 OF HOLM'S ADDITION TO TUMWATER, AS RECORDED IN VOLUME 11 OF PLATS, PAGE 86;

IN THURSTON COUNTY, WASHINGTON.

RIGHT OF WAY DEDICATION DESCRIPTION:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF CAPITOL BLVD S; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87°38'57" WEST, 11.50 FEET; THENCE NORTH 02°43'31" EAST, 82.74 FEET; THENCE NORTH 56°32'00" WEST, 4.66 FEET; THENCE NORTH 56°32'00" WEST, 5.12 FEET; THENCE NORTH 02°43'42" EAST, 20.00 FEET; THENCE NORTH 61°17'17" EAST, 9.59 FEET; THENCE NORTH 02°07'17" EAST, 99.95 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE EASTERLY ALONG SAID NORTH LINE, SOUTH 87°32'49" EAST, 10.81 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF CAPITOL BLVD S; THENCE SOUTHERLY ALONG SAID WESTERLY MARGIN, SOUTH 02°11'41" WEST, 212.67 FEET TO THE POINT OF BEGINNING;

CONTAINING 2,523 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

COMMENCING AT THE SOUTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY MARGIN OF CAPITOL BLVD S; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, NORTH 87°38'57" WEST, 11.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 87°38'57" WEST, 5.00 FEET; THENCE NORTH 02°11'41" EAST, 73.26 FEET; THENCE NORTH 10°44'43" EAST, 12.02 FEET; THENCE SOUTH 56°32'00" EAST, 4.66 FEET; THENCE SOUTH 02°43'31" WEST, 82.74 FEET TO THE POINT OF BEGINNING;

CONTAINING 445 SQUARE FEET, MORE OR LESS;

SITUTATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR., PLS
 MTN2COAST, LLC
 10/22/2025

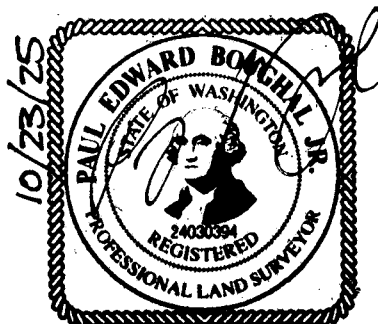


EXHIBIT A
SCHWAB PROPERTIES LTD
TPN 72850300100

PARCEL:

PARCEL A OF CITY OF TUMWATER BOUNDARY LINE ADJUSTMENT NO. BLA 98-7382 TW RECORDED JANUARY 21, 1999 UNDER RECORDING NO. 3205999 AND 3206000;

IN THURSTON COUNTY, WASHINGTON.

RIGHT OF WAY DESCRIPTION:

BEGINNING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF X STREET; THENCE WESTERLY ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL, NORTH 89°16'04" WEST, 194.81 FEET TO THE BEGINNING OF A CURVE TO THE LEFT WHOSE RADIUS BEARS, SOUTH 00°43'56" WEST, 30.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°04'28", AN ARC DISTANCE OF 5.27 FEET; THENCE SOUTH 46°57'53" WEST, 33.28 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT WHOSE RADIUS BEARS, SOUTH 76°43'41" EAST, 30.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°04'37", AN ARC DISTANCE OF 5.80 FEET; THENCE SOUTH 02°11'41" WEST, 167.34 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE NORTH 16°52'32" EAST, 29.56 FEET; THENCE NORTH 2°11'41" EAST, 109.01 FEET; THENCE NORTH 24°37'37" EAST, 13.50 FEET; THENCE SOUTH 87°47'42" EAST, 10.06 FEET; THENCE NORTH 35°57'34" EAST, 45.52 FEET; THENCE NORTH 57°14'12" EAST, 9.80 FEET; THENCE NORTH 87°03'16" EAST, 22.98 FEET; THENCE SOUTH 89°16'04" EAST, 31.22 FEET; THENCE SOUTH 89°16'04" EAST, 113.89 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PARCEL; THENCE NORTHERLY ALONG SAID EAST LINE, NORTH 2°11'41" EAST, 3.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 3,115 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION 1:

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF X STREET; THENCE SOUTHERLY ALONG THE EAST LINE OF THE ABOVE DESCRIBED PARCEL, SOUTH 2°11'41" WEST, 3.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL, NORTH 89°16'04" WEST, 113.89 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 78°03'56" WEST, 12.21 FEET; THENCE SOUTH 88°44'29" WEST, 30.19 FEET; THENCE SOUTH 84°39'30" WEST, 14.94 FEET; THENCE SOUTH 00°48'18" WEST, 24.25 FEET; THENCE SOUTH 46°21'46" WEST, 31.65 FEET; THENCE SOUTH 78°23'26" WEST, 21.17 FEET; THENCE SOUTH 02°04'30" WEST, 36.62 FEET; THENCE SOUTH 02°06'31" WEST, 100.92 FEET TO THE SOUTH LINE OF THE ABOVE DESCRIBED PARCEL; THENCE WESTERLY ALONG SAID SOUTH LINE, NORTH 88°18'20" WEST, 11.55 FEET TO THE SOUTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL; THENCE NORTH 16°52'32" EAST, 29.56 FEET; THENCE NORTH 02°11'41" EAST, 109.01 FEET; THENCE NORTH 24°37'37" EAST, 13.50 FEET; THENCE SOUTH 87°47'42" EAST, 10.06 FEET; THENCE NORTH 35°57'34" EAST, 45.52 FEET; THENCE NORTH 57°14'12" EAST, 9.80 FEET; THENCE NORTH 87°03'16" EAST, 22.98 FEET; THENCE SOUTH 89°16'04" EAST, 31.22 FEET TO THE POINT OF BEGINNING;

CONTAINING 1,646 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION 2:

COMMENCING AT THE NORTHEAST CORNER OF THE ABOVE DESCRIBED PARCEL, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY MARGIN OF X STREET; THENCE SOUTHERLY ALONG THE EAST LINE OF THE ABOVE DESCRIBED PARCEL, SOUTH 02°11'41" WEST, 3.00 FEET; THENCE WESTERLY PARALLEL WITH THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL, NORTH 89°16'04" WEST, 117.19 FEET, THENCE SOUTH 00°43'56" WEST 5.00 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89°59'42" EAST, 44.94 FEET; THENCE SOUTH 00°00'12" EAST, 35.00 FEET; THENCE SOUTH 89°59'42" WEST, 5.00 FEET; THENCE NORTH 00°00'12" WEST, 30.00 FEET; THENCE SOUTH 89°59'42" WEST, 40.00 FEET; THENCE NORTH 00°43'56" EAST, 5.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 375 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR., PLS
MTN2COAST, LLC
10/22/2025

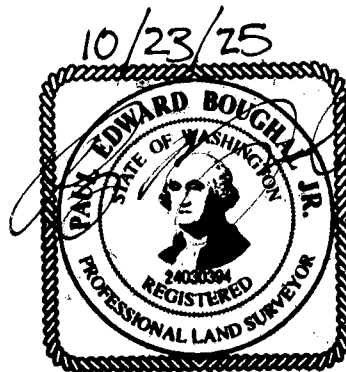


EXHIBIT A**STEVEN PROCHNAU REVOCABLE TRUST
TPN 12702222800****PARCEL:**

THAT PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID SECTION 2, NORTH 0°25'45" EAST 1325.38 FEET FROM ITS WEST QUARTER CORNER; RUNNING THENCE SOUTH 89°42' EAST 30 FEET TO THE INTERSECTION OF THE NORTH LINE OF EAST X STREET WITH THE EAST LINE OF CAPITOL BOULEVARD AND THE INITIAL POINT OF THIS DESCRIPTION; THENCE NORTH 0°25'45" EAST ALONG SAID EAST LINE OF CAPITOL BOULEVARD 78 FEET; THENCE NORTH 88°47'45" EAST 125 FEET AND SOUTH 0°25'45" WEST 75 FEET TO SAID NORTH LINE OF EAST X STREET; THENCE SOUTH 88°47'45" WEST ALONG SAID NORTH LINE OF STREET 125 FEET TO SAID INITIAL POINT;

EXCEPTING THEREFROM THE WEST 6 FEET AS DEEDED TO THE CITY OF TUMWATER BY DEEDS RECORDED UNDER RECORDING NOS. 1111658, 1111659, AND 1120988;

ALSO EXCEPTING THEREFROM THAT PORTION DEEDED TO THE CITY OF TUMWATER BY DEED RECORDED UNDER RECORDING NO. 9509110161;

IN THURSTON COUNTY, WASHINGTON.

RIGHT OF WAY DEDICATION DESCRIPTION:

THAT PORTION OF THE ABOVE DESCRIBED PARCEL LYING SOUTH AND WEST OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF CAPITOL BOULEVARD AND EAST X STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;
THENCE NORTHERLY ALONG THE CENTERLINE OF CAPITOL BOULEVARD AND THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 02°11'41" EAST, 96.75 FEET;
THENCE SOUTH 87°48'19" EAST, 36.00 FEET TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL AND THE POINT OF BEGINNING;
THENCE EASTERLY ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL, SOUTH 89°32'15" EAST, 12.55 FEET;
THENCE SOUTH 22°10'15" EAST, 43.16 FEET;
THENCE SOUTH 01°14'58" EAST, 9.51 FEET;
THENCE SOUTH 42°22'23" EAST, 6.40 FEET;
THENCE SOUTH 56°33'22" EAST, 10.34 FEET;
THENCE SOUTH 74°44'40" EAST, 25.28 FEET;
THENCE SOUTH 89°16'04" EAST, 50.14 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PARCEL AND THE TERMINUS OF THIS LINE DESCRIPTION;

CONTAINING 2,218 SQUARE FEET, MORE OR LESS;

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION:

THAT PORTION OF THE ABOVE DESCRIBED PARCEL DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF CAPITOL BOULEVARD AND EAST X STREET, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;

THENCE NORTHERLY ALONG THE CENTERLINE OF CAPITOL BOULEVARD AND THE WEST LINE OF SAID NORTHWEST QUARTER, NORTH 02°11'41" EAST, 96.75 FEET;

THENCE SOUTH 87°48'19" EAST, 36.00 FEET TO THE NORTHWEST CORNER OF THE ABOVE DESCRIBED PARCEL;

THENCE EASTERLY ALONG THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL, SOUTH 89°32'15" EAST, 12.55 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 22°10'15" EAST, 43.16 FEET;

THENCE SOUTH 01°14'58" EAST, 9.51 FEET;

THENCE SOUTH 42°22'23" EAST, 6.40 FEET;

THENCE SOUTH 56°33'22" EAST, 10.34 FEET;

THENCE SOUTH 74°44'40" EAST, 25.28 FEET;

THENCE SOUTH 89°16'04" EAST, 50.14 FEET TO THE EAST LINE OF THE ABOVE DESCRIBED PARCEL;

THENCE NORTHERLY ALONG SAID EAST LINE, NORTH 02°11'41" EAST, 5.39 FEET;

THENCE NORTH 89°10'00" WEST, 50.01 FEET;

THENCE NORTH 41°55'57" WEST, 7.68 FEET;

THENCE NORTH 86°38'27" WEST, 28.03 FEET;

THENCE NORTH 42°22'23" WEST, 6.01 FEET;

THENCE NORTH 01°14'58" WEST, 9.33 FEET;

THENCE NORTH 20°08'43" WEST, 15.97 FEET;

THENCE NORTH 88°03'35" EAST, 32.03 FEET;

THENCE NORTH 01°56'25" WEST, 10.00 FEET;

THENCE SOUTH 88°03'35" WEST, 35.32 FEET;

THENCE NORTH 20°08'43" WEST, 2.38 FEET;

THENCE NORTH 28°04'20" WEST, 14.56 FEET TO THE NORTH LINE OF THE ABOVE DESCRIBED PARCEL AND THE POINT OF BEGINNING;

CONTAINING 874 SQUARE FEET, MORE OR LESS.

SITUATE IN THE COUNTY OF THURSTON, STATE OF WASHINGTON.

PREPARED BY: PAUL E. BOUGHAL JR., PLS
MTN2COAST, LLC
10/22/2025

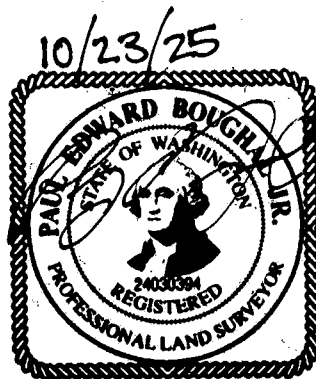


EXHIBIT A

Parcel: Slater Enterprises Phase III, LLC 12703112000

The South 176.2 feet of the East 150 feet of the Northeast quarter of the Northeast quarter of Section 3, Township 17 North, Range 2 West, W.M.;

Excepting therefrom the East 30 feet for Capitol Boulevard;

Also excepting therefrom the South 30 feet for West "X" Street;

And also excepting therefrom that portion conveyed to the City of Tumwater by deed recorded September 18, 1995 under Recording No. 9509180191;

In Thurston County, Washington

Right of Way:

The South 176.2 feet of the East 150 feet of the Northeast quarter of the Northeast quarter of Section 3, Township 17 North, Range 2 West, W.M.;

Excepting therefrom the East 30 feet for Capitol Boulevard;

Also excepting therefrom the South 30 feet for West "X" Street;

And also excepting therefrom that portion conveyed to the City of Tumwater by deed recorded September 18, 1995 under Recording No. 9509180191;

In Thurston County, Washington

Containing 17,305 sq.ft.



(Description prepared by or under the direction of Rynea L. Edwards on 06-29-2023)

EXHIBIT A

Parcel: Slater Enterprises Phase III, LLC 12703112400

The North 50 feet the South 226.2 feet of the East 150 feet of the Northeast quarter of the Northeast quarter of Section 3,

Township 17 North, Range 2 West, W.M.;

Excepting therefrom the East 30 feet for Capitol Boulevard;

In Thurston County, Washington

Right of Way:

The North 50 feet the South 226.2 feet of the East 150 feet of the Northeast quarter of the Northeast quarter of Section 3,

Township 17 North, Range 2 West, W.M.;

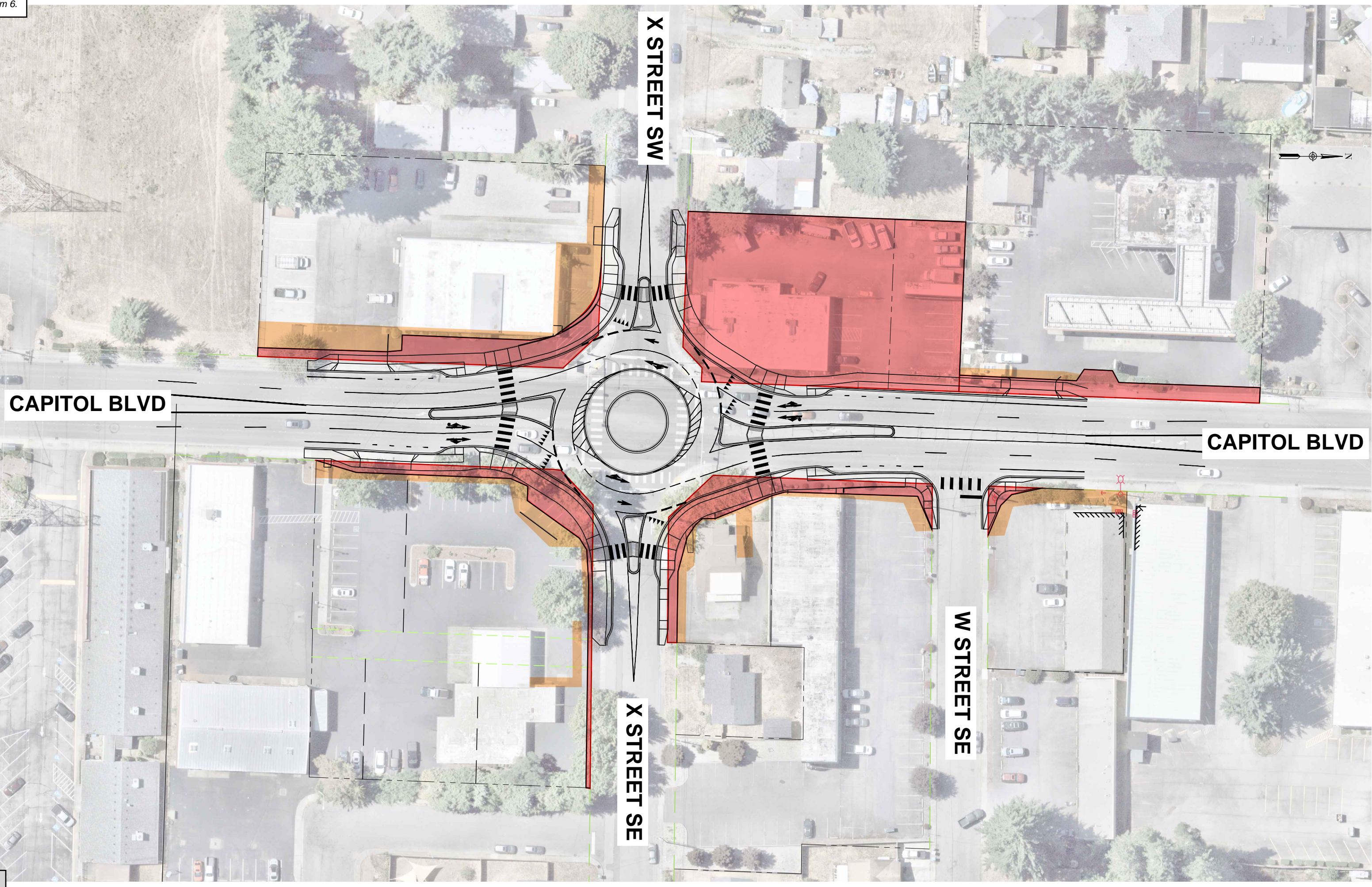
Excepting therefrom the East 30 feet for Capitol Boulevard;

In Thurston County, Washington

Containing 5,999 sq.ft.



(Description prepared by or under the direction of Rynea L. Edwards on 06-29-2023)



X STREET SW

CAPITOL BLVD

CAPITOL BLVD

W STREET SE

X STREET SE

TO: Public Works Committee
 FROM: Brandon Hicks, Director
 DATE: November 20, 2025
 SUBJECT: Resolution No. R2025-020 Craft District Development Agreement Amendment No. 4

1) Recommended Action:

Place Resolution No R2025-020 Craft District Development Agreement Amendment No. 4 on the December 2, 2025 City Council consideration agenda with a recommendation to adopt.

2) Background:

The Council adopted Resolution No. R2018-008, approving a development agreement with the Craft District at the February 20, 2018, Council meeting. The agreement addressed construction of public improvements related to the development of District property and the City's Tumwater Valley Drive Realignment project. The Council later adopted Resolution No. R2020-026, approving a time extension at the December 1, 2020 Council meeting. Resolution No. R2021-012 was adopted at the December 3, 2021, Council meeting, increasing the limits of the development agreements, adding additional public improvements, increasing development fee credits, and providing minimum requirements for use of development fee credits and occupying the buildings on District property. Resolution No. R2023-010 was adopted at the June 6, 2023 Council meeting to extend the term of the Agreement to December 31, 2025.

The extended term of the agreement has expired, however City and District improvements included in the development agreement have not been completed due to commercial market and lending conditions significantly impacting the District's schedule.

3) Policy Support:

Pursue and Support Targeted Community and Economic Development Opportunities

- Support the Tumwater Craft movement

4) Alternatives:

☐ Recommend changes or another course of action.

5) Fiscal Notes:

The funds for the City's share of the agreement are primarily from the Transportation CFP Water CFP, and Parks Impact Fees.

6) Attachments:

A. Resolution No. R2025-020

RESOLUTION NO. R2025-020

A RESOLUTION of the City Council of the City of Tumwater, Washington, adopting a Fourth Amendment to the Development Agreement related to the development of property owned by Craft District and located in the vicinity of Capitol Boulevard and E Street and the infrastructure to be constructed to support the development.

WHEREAS, the Tumwater City Council approved a Development Agreement between the City and District on February 20, 2018, by Resolution R2018-008; and

WHEREAS, the Tumwater City Council approved the First Amendment to the Agreement on December 1, 2020, by Resolution R2020-026; and

WHEREAS, the Tumwater City Council approved the Second Amendment to the Agreement on October 19, 2021, by Resolution R2021-012; and

WHEREAS, the Tumwater City Council approved the Third Amendment to the Agreement on June 6, 2023, by Resolution R2023-010; and

WHEREAS, the Agreement provides that it may be modified by written instrument authorized by City Council and duly executed by the Mayor and the District; and

WHEREAS, the City and the District desire to amend the Agreement by extending the term; and

WHEREAS, pursuant to RCW 36.70B.200, on _____, the City Council held a public hearing, after public notice as required by law, on the Fourth Amendment to the Agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Adoption. The Fourth Amendment to the Development Agreement with Craft District, LLC, attached hereto as Exhibit “A” is hereby adopted and the City Council authorizes the Mayor to sign the amendment and to take all further and necessary action required by the Development Agreement, the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment.

Section 2. Recording. The City Clerk is directed to record the Fourth Amendment with Thurston County as provided in RCW 36.70A.190.

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 _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

**FOURTH AMENDMENT
TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF TUMWATER AND THE CRAFT DISTRICT
RELATED TO THE DEVELOPMENT OF PROPERTY LOCATED IN THE
VICINITY OF CAPITOL BOULEVARD AND E STREET AND THE
INFRASTRUCTURE TO BE CONSTRUCTED TO
SUPPORT THE DEVELOPMENT**

This Fourth Amendment (“Amendment”) is dated effective this ____ day of _____, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation (“CITY”), and Craft District, LLC, a Washington corporation, and Craft District II, LLC, a Washington corporation, each a “Party” and together referred to as the “Parties.” Craft District, LLC and Craft District II, LLC have common governors and principal office locations and shall hereafter be referred to commonly as “DISTRICT” when referring to both corporations combined.

A. The CITY and the DISTRICT entered into a Development Agreement dated effective February 20, 2018, adopted by Resolution No. R2018-008, whereby the Parties agreed upon the type and timing of the development of the subject 5.58-acre property, and that agreement was amended by First Amendment dated December 29, 2020, adopted by Resolution No. R2020-026, whereby the Parties extended the term of the agreement until December 31, 2022, and that agreement was amended by Second Amendment dated December 3, 2021, adopted by Resolution No. R2021-012, whereby the Parties expanded the area of the Agreement to include an additional parcel, and that agreement was amended by Third Amendment dated June 6, 2023, adopted by Resolution No. R2023-010, whereby the Parties extended the term of the agreement until December 31, 2025.

B. Section 21 of the Agreement provided that the Agreement may only be modified by written instrument authorized by the City Council and duly executed by the Mayor and DISTRICT.

C. The CITY and DISTRICT desire to amend the Agreement by extending the term; and

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

1. Term of Agreement.

Section 2 of the Agreement is amended to extend the term of the Agreement until December 31, 2026.

2. 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

Debbie Sullivan
Mayor

ATTEST:

APPROVED AS TO FORM:

Melody Valiant, City Clerk

Karen Kirkpatrick, City Attorney

State of Washington)
) ss.
County of Thurston)

I certify that I know or have satisfactory evidence that DEBBIE SULLIVAN is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the MAYOR of the CITY OF TUMWATER to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

(Signature)
Notary Public in and for the
State of Washington
My appointment expires _____

DEVELOPER:

Craft District, LLC
 2840 Black Lake Blvd, Suite C
 Tumwater, WA 98512

 Printed Name: _____

Title: _____

State of Washington)
) ss.
 County of Thurston)

I certify that I know or have satisfactory evidence that _____
 is the person who appeared before me, and said person acknowledged that he/she
 signed this instrument, on oath stated that he/she was authorized to execute the
 instrument and acknowledged it as the _____ (title) of CRAFT
 DISTRICT, LLC to be the free and voluntary act of such party for the uses and
 purposes mentioned in the instrument.

Dated:_____

 (Signature)
 Notary Public in and for the
 State of Washington
 My appointment expires _____