



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Tuesday, November 18, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - a. Introduction of Sergeant Brandt Baker (Police Department)
 - b. Proclamation: GIS Day, November 19, 2025
 - c. Body Worn Camera Implementation Briefing (Police Department)
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - a. Approval of Minutes: City Council, November 3, 2025
 - b. Payment of Vouchers (Finance Department)
 - c. Ordinance No. O2025-016, Ad Valorem for Regular Property Taxes for the Fiscal Year 2026 (City Council)
 - d. Supplemental Agreement No. 1 with SCJ Alliance for the I-5 & SR 121-93rd Ave SE Interchange Improvements Study (Public Works Committee)
 - e. Service Provider Agreement with Sargent Engineers for On-Call Engineering Services Amendment No. 1 (Public Works Committee)
 - f. Service Provider Agreement with Stantec for the Pioneer Park Restoration Project Amendment 4 (Public Works Committee)
 - g. Land License with EarthScope Consortium, Inc for GPS Station at Tumwater Hill Park (Public Works Committee)
- 7. Council Considerations:**
 - a. 2026 Legislative Agenda (Council Work Session)
 - b. Alternative Response Team Grant Agreement with the Association of Washington Cities (Fire Department)
 - c. FD CARES Interlocal Agreement with the City of Olympia Amendment No. 1 (Fire Department)

- d. Ordinance No. O2025-008, Amending Tumwater Municipal Code Section 12.32, Public Parks (Council Work Session)
- e. Resolution R2025-014 No. City of Tumwater Strategic Plan (Council Work Session)

8. Committee Reports

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

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

The public are welcome to attend in person, by telephone or online via Zoom.

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 890 1231 2077 and Passcode 067126.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 890 1231 2077 and Passcode 067126.

Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_6D3-nSBtS2CXuyVIUAexJQ

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

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

Post Meeting

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.

Proclamation

WHEREAS, the City of Tumwater recognizes that an understanding, use, and application of geospatial technology is crucial to operating our infrastructure, sustaining our natural resources, and stimulating economic growth, thus, benefitting the welfare of the general public throughout the South Puget Sound region; and

WHEREAS, geographic information systems (GIS) technology allows us to see and model complex relationships and patterns to more intelligently respond; and

WHEREAS, there is a need to promote GIS awareness, education, and technical training to use this rapidly developing technology to its full potential; and

WHEREAS, the City of Tumwater acknowledges those that have chosen GIS as their profession or as part of their discipline to improve the lives of our residents; and

WHEREAS, to recognize and support the efforts of partners who work on activities to improve environmental sustainability, human services, and various humanitarian efforts to better our world; and

WHEREAS, having a day of GIS activities open to staff, government leaders and the community will help promote spatial thinking and a better understanding of the use of these decision-making tools; and

WHEREAS, the City of Tumwater is committed to utilizing GIS to inform decision-making and better serve its residents and make useful geographic information open and easily available to the community as a platform for innovation;

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

November 19, 2025

GIS Day

and I call upon the people of the City of Tumwater to learn about the GIS applications and data available on our website, and encourage geospatial education in our community.

Signed in the City of Tumwater, Washington, this 18th day of November in the year, two thousand twenty-five.




Debbie Sullivan
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL
November 3, 2025



CONVENE: 7:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Joan Cathey, Leatta Dahlhoff, Angela Jefferson, Eileen Swarthout, and Kelly Von Holtz

Excused: Councilmember Michael Althausen

Staff: City Administrator Lisa Parks, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Deputy Police Chief Carlos Quiles, Jr., Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Community Development Director Brad Medrud, Assistant Fire Chief Shawn Crimmins, Finance Director Troy Niemeyer, Water Resources & Sustainability Director Dan Smith, Communication Director Jason Wettstein, Associate Planner Dana Bowers, Deputy Community Development Director Sharon Lumbantobing, Sustainability Manager Alyssa Jones-Wood, and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

PROCLAMATION: AMERICAN INDIAN HERITAGE MONTH, NOVEMBER 2025

Councilmember Swarthout read a proclamation declaring the month of November 2025 as American Indian Heritage Month. The proclamation encourages people to celebrate the rich culture of Indigenous people, honor their sacrifices, acknowledge the unique challenges Native people face, historically and in the present and recognize their continued significance in our community.

Mayor Sullivan presented the proclamation to Chairman Peters, Squaxin Island Tribe.

**PROCLAMATION:
NATIONAL VETERANS
AND MILITARY
FAMILIES MONTH**

Councilmember Jefferson read a proclamation declaring the month of November 2025 National Veterans and Military families Month. The proclamation honors the strength and sacrifices of our veterans and active military members whose service is essential to our national security and freedom, and the families, caregivers, and survivors of veterans during the month of November.

Mayor Sullivan presented the proclamation to Brian Waananen, Lacey Veterans Service Hub Coordinator.

**ENERGIZE THURSTON
CLOSEOUT BRIEFING**

Sustainability Coordinator Jones-Wood gave a presentation providing a program overview of the Thurston Climate-Mitigation Collaborative which offers subsidized and group purchase discounts for heat pumps and heat pump water heaters for income-qualified participants.

PUBLIC COMMENT:

Public comment was given by residents Turcotte and Ficker.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council, October 21, 2025
- b. Approval of Minutes: City Council Work Session, October 28, 2025
- c. Payment of Vouchers
- d. R2025-016, Small Works Roster
- e. ILA with the LOTT Clean Water Alliance for the Class A+ Reclaimed Water Demonstration Pilot

MOTION:

Councilmember Dahlhoff, moved, seconded by Councilmember Von Holtz, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.

PUBLIC HEARING:

**ORDINANCE O2025-016, AD VALOREM
PROPERTY TAX LEVY
2026**

Director Niemeyer gave a presentation on Ordinance O2025-016, Ad Valorem Property Tax Levy 2026 prior to the public hearing seeking to move the ordinance to the November 18, 2025, consent agenda for adoption.

Mayor Sullivan opened the testimony for the public hearing at 7:36 p.m.

No comments were given.

Mayor Sullivan closed the public hearing at 7:37 p.m.

MOTION: Councilmember Dahlhoff, moved, seconded by Councilmember Von Holtz, to move Ordinance O2025-016, Ad Valorem Property Tax Levy 2026 to the November 18, 2025 consent agenda for adoption. A voice vote approved the motion unanimously.

**COUNCIL
CONSIDERATIONS:**

RESOLUTION NO. R2025-016: FOOD SYSTEM PLAN Associate Planner Bowers presented Resolution R2025-016, Food System Plan for adoption. The plan was developed to address the community's concern for food insecurity. The plan was put on the work program for the long-range planning in 2024 -2025. A public hearing was held at the Planning Commission meeting on September 23, 2025, and brought before Council at the October 14, 2025, Work Session.

MOTION: Councilmember Jefferson, moved, seconded by Councilmember Dahlhoff, to adopt Resolution R2025-016, Food System Plan. A voice vote approved the motion unanimously.

INTERLOCAL AGREEMENT (ILA) WITH THURSTON COUNTY AND THE CITIES OF OLYMPIA AND LACEY FOR THE THURSTON CLIMATE MITIGATION COLLABORATIVE Manger Jones-Wood gave a presentation on an Interlocal Agreement (ILA) with Thurston County and the cities of Olympia and Lacey for the Thurston Climate Mitigation Collaborative that would function as a replacement for the previous agreement. The updated agreement aims to simplify administrative tasks so that more time can be devoted to implementing the collaborative's initiatives.

MOTION: Councilmember Swarthout moved, seconded by Councilmember Jefferson, to approve the Interlocal Agreement with Thurston County and the Cities of Olympia and Lacey for the Thurston Climate Mitigation Collaborative. A voice vote approved the motion unanimously.

RESOLUTION R2025-014, CITY OF TUMWATER STRATEGIC PLAN

Administrator Parks presented Resolution R2025-014, City of Tumwater Strategic Plan. Administrator Parks gave a brief overview of the work involved in the plan. The Plan is oriented towards helping to guide the community in both our budgeting processes and our day-to-day work plan. The following are focus areas of the plan:

- Vibrant, livable and inclusive community;
- Environmental stewardship;
- Community mobility;
- Health and safety;
- Growth and development;
- Tumwater excellence.

After a brief discussion, it was recommended to place Resolution R2025-014, adopting the 2026-2032 Tumwater Strategic Plan on the consideration agenda for the November 18, 2025, City Council meeting.

MOTION:

Councilmember Dahlhoff, moved, seconded by Councilmember Jefferson, to place Resolution R2025-014, City of Tumwater Strategic Plan on the November 18, 2025 City Council meeting on considerations. A voice vote approved the motion unanimously.

POOLING OPIOID SETTLEMENT FUNDS WITH THURSTON COUNTY, LACEY AND OLYMPIA

Administrator Parks presented the Pooling Opioid Settlement Funds with Thurston County, Lacey, and Olympia and had two questions for Council:

- Does the Council want to pool funds with Thurston County, cities of Olympia and Lacey for 2026 and 2027?
- And if so, how much?

After discussion and questions from Council, it was agreed to move forward with pooling of the funds.

COMMITTEE REPORTS:

**PUBLIC HEALTH & SAFETY:
*Peter Agabi***

The next committee meeting will be December 9, 2025. The Tuesday, November 11, 2025, meeting has been cancelled due to the Veteran's Day holiday.

**GENERAL
GOVERNMENT:
*Michael Althausen***

The committee will next meet on November 12, 2025.

**PUBLIC WORKS:
*Eileen Swarthout***

The next meeting will be held on Thursday, November 6, 2025, and they will be discussing the following items:

- Land License with Earthscope Consortium, Inc for GPS Station at Tumwater Hill Park
- Supplemental Agreement No. 1 with SCJ Alliance for the I-5 & SR 121-93rd Ave Se Interchange Improvements Study project
- Service Provider Agreement Sargent Engineers for On-Call Services Amendment No. 1
- Service Provider Agreement with Stantec for the Pioneer Park Restoration Project Amendment 4

**BUDGET & FINANCE:
*Debbie Sullivan***

The committee met on October 23, 2025, and discussed the following item:

- Monthly Financial Update

The next meeting is scheduled for January 23, 2025 due to cancelled meetings in November and December from the proximity to holidays.

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

Administrator Parks congratulated staff on receiving the Washington Festival and Events Association award for 2025 for the 4th of July Festival at Tumwater Valley. She also shared staff is working on highlighting our utility assistance program on our website. Lastly, she shared Geographic Information System (GIS) day is November 19, 2025, and there will be paving that will close part of Littlerock Road on November 4th and 5th.

Mayor Sullivan attended the Thurston County Economic Development Council board meeting, a change of command at Joint Base Lewis McChord and the Thurston County ballot processing center ribbon cutting. She also shared that we now have Planned Action EIS Committees.

**COUNCILMEMBER
REPORTS:**

Councilmembers Agabi, Cathey, Dahlhoff, Jefferson, Swarthout and Von Holtz gave reports.

Councilmember Althausen was excused and did not give a report.

EXECUTIVE SESSION

Mayor Sullivan recessed the meeting at 8:23 p.m. to discuss potential litigation pursuant to RCW 42.30.110(1)(a) for approximately 15 minutes.

ADJOURNMENT:

Mayor Sullivan reconvened the meeting and adjourned the meeting at 8:41 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
 FROM: Doug Sampson, Accounting Technician
 DATE: November 03, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- October 31, 2025, payment of Eden vouchers 174751 to 174762 in the amount of \$2,422.00; payment of Enterprise vouchers 188343 to 188388 in the amount of \$206,434.35 and electronic payments 906385 to 906405 in the amount of \$1,411,957.69
(Voucher/Check and EFT No's gap due to Munis printing error, 188297-188342 & 906366-906384)
 - November 07, 2025, payment of Eden vouchers 174763 to 174766 in the amount of \$1,092.84; payment of Enterprise vouchers 188389 to 188454 in the amount of \$917,786.24 and electronic payments 906406 to 906426 in the amount of \$702,716.28
-

2) Background:

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

Vendor		
CDW LLC	22,165.87	NUTANIX YEARLY SUBSCRIPTION
CORE & MAIN LP	63,483.39	200 R900I METER REG W/6' ANTENNA – INVENTORY
THURSTON COUNTY	66,811.00	2025 3 RD QTR SERVICES – TC PUBLIC DEFENSE
CLARY LONGVIEW, LLC	57,209.18	2025 FORD F150 BEV – WRS/SPSCC
LOTT WASTEWATER	623,549.45	AUG 2025 LOTT
LOTT WASTEWATER	700,857.08	SEPT 2025 LOTT COLLECTIONS
365 LABS, LLC	564,931.23	365 LERMS INCIDENT/FIELD REPORTING, SUPPORT, MAINTENANCE
ALAMO GROUP MUNICIPAL MOWING SOLUTIONS	118,028.45	REPLACEMENT SLOPE MOWER ATTACHMENT, STREETS
LACEY FIRE DISTRICT 3	67,370.00	2025 SOUTH SOUND RECRUIT ACADEMY FOR 5
BOBBIE & AMANDA'S CLEANING SVC	24,351.84	OCTOBER JANITORIAL SERVICES
LOTT WASTEWATER	626,323.86	OCT 2025 LOTT COLLECTIONS & DISCHARGE PERMITS

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 188343 through 188388 in the amount of \$206,434.35

Electronic payment Nos 906385 through 906405 in the amount of \$1,411,957.69

(Voucher/Check and EFT No's gap due to Minus printing error, 188297 – 188342 & 906366 – 906384)

Eden

Voucher/Check Nos 174751 through 174762 in the amount of \$2,422.00

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 10/31/2025

EXHIBIT "B"

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

Enterprise ERP

Voucher/Check Nos 188389 through 188454 in the amount of \$917,786.24

Electronic payment Nos 906406 through 906426 in the amount of \$702,716.28

Eden

Voucher/Check Nos 174763 through 174766 in the amount of \$1,092.87

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 11/07/2025

TO: City Council
 FROM: Troy Niemeyer, Finance Director
 DATE: November 18, 2025
 SUBJECT: Ordinance No. O2025-016, Ad Valorem for Regular Property Taxes for the Fiscal Year 2026

1) Recommended Action:

Adopt Ordinance No. O2025-016, AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2026.

This ordinance was recommended for adoption at the November 3rd City Council meeting.

2) Background:

Ordinance O2025-016 is necessary to certify the property tax levy for the City and, indirectly, also determine the property tax rate. An approved Ordinance must be forwarded to the Thurston County Assessor's Office, along with the levy certification, by November 30, 2025, to establish the tax levy for fiscal year 2026.

Washington State Statutes limit property tax increases to the lesser of one percent (1%) or the Implicit Price Deflator (as published by the Washington Department of Revenue). The latter is 2.44 percent.

A one percent increase over our actual 2025 levy amounts to \$117,800. This does not include the County Assessor's consideration of any possible adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from additional new construction, assessed utilities property value, or granting of exemptions per RCW 84.69.180. The 2026 property tax levy related to new construction is estimated to be \$151,383 based on estimated new construction of \$86,504,950. The estimated levy rate for 2026 will be approximately the same as the 2025 levy rate of \$1.75.

Because the valuations are not finalized, the 2026 levy is considered to be an estimate. The final assessed value is certified by the Thurston County Assessor and Washington State Department of Revenue in early January 2025.

3) Policy Support:

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

4) Alternatives:

- ☐ Do not pass the Ordinance, maintain property taxes at the 2025 level, and bank the

- allowable levy increase.
- ☐ Change the levy increase to something less than stated above.

5) Fiscal Notes:

This ordinance authorizes Tumwater's 2026 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2025-016 Ad Valorem for Regular Property Taxes for the Fiscal Year 2026

ORDINANCE NO. O2025-016

AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2026.

WHEREAS, the City of Tumwater held a public hearing on Monday, November 3, 2025, to consider an increase in property tax revenues from January 1, 2026 to December 31, 2026; and

WHEREAS, the Thurston County Assessor's Office provides the City with the new assessed valuation for all existing properties and all new construction, improvements to property, annexations, and state-assessed utility property; and

WHEREAS, the Implicit Price Deflator (IPD) used for calculation of the property tax increase for setting the 2025 levy amount was 2.44 percent as reported by the Washington Department of Revenue; and

WHEREAS, the City Council desires to limit the rate to \$3.10 per \$1,000 of assessed value, plus administrative refunds; and

WHEREAS, the population of the City of Tumwater is more than 10,000; and

WHEREAS, for taxing districts with populations of 10,000 or greater, the limit factor for property taxes due in 2026 is 101 percent.

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

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, is hereby authorized for the levy to be collected in the 2026 tax year. This levy results in a \$117,800 increase and a 1.00% change from the 2025 regular levy amount as set forth in RCW 84.55.120. Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds.

Section 2. This amount to be levied, as stated in Section 1 above, is exclusive of any additional revenue from refunds made, new construction, or any other adjustments made by the County Assessor.

Section 3. On or before the 30th day of November 2025, the Finance Director or designee shall file with the Clerk of the Thurston County Board of

EXHIBIT A

Commissioners a certified estimate of the total amount to be raised by the ad valorem tax levied on property within the City of Tumwater.

Section 4. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 5. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 6. Effective Date. This ordinance shall become effective five (5) days after passage, approval and publication as provided by law.

ADOPTED this 18th day of November 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
FROM: Jeff Cook, Deputy Transportation and Engineering Director
DATE: November 18, 2025
SUBJECT: Supplemental Agreement No. 1 with SCJ Alliance for the I-5 & SR 121-93rd Ave SE Interchange Improvements Study

1) Recommended Action:

Authorize the Mayor to sign the Supplemental Agreement No. 1 with SCJ Alliance for the I-5 & SR 121-93rd Ave SE Interchange Improvements Study.

The agreement was recommended for approval on the consent calendar at the November 6, 2025 Public Works Committee Meeting.

2) Background:

The City has an existing agreement with SCJ Alliance to perform a corridor study for corridor improvements on 93rd Avenue near I-5 Exit 99.

One of the traffic engineers from SCJ left the firm. SCJ wishes to retain him as a subconsultant on the project. The supplement presents a zero-cost change to the original agreement.

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 sign the supplemental agreement

5) Fiscal Notes:

There are no fiscal impacts of the supplement.

6) Attachments:

A. Supplemental Agreement

ATTACHMENT A - SUPPLEMENTAL AGREEMENT



**Washington State
Department of Transportation**

Supplemental Agreement Number <u>1</u>		Organization and Address Shea Carr & Jewell, Inc. 8730 Tallon Lane NE, Suite 200 Lacey, WA 98516 Phone: 360-352-1465	
Original Agreement Number LA-10735			
Project Number STBGUM-1325(009)	Execution Date	Completion Date 12/31/26	
Project Title I-5 & SR 121-93rd Ave SE Interchange Improvements Study	New Maximum Amount Payable \$222,597.49		
Description of Work No change - continuation of design services. Transition of work from prime to sub. Addition of ANTE Table LAG rates.			

The Local Agency of City of Tumwater

desires to supplement the agreement entered in to with Shea Carr & Jewell, Inc.

and executed on 9/8/25 and identified as Agreement No. LA-10735

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

No change - continuation of design services. Transition of work from prime to sub. Addition of ANTE Table LAG rates.

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: No Change

III

Section V, PAYMENT, shall be amended as follows:

No cost change.

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the Appropriate spaces below and return to this office for final action.

By: Patrick Holm

By: _____

Consultant Signature

Approving Authority Signature

Date

Exhibit "A"
Summary of Payments

	Basic Agreement	Supplement #1	Total
Direct Salary Cost	-	-	-
Overhead (Including Payroll Additives)	-	-	-
Direct Non-Salary Costs	-	-	-
Fixed Fee	-	-	-
Total	\$222,597.49	\$0	\$222,597.49

93rd Avenue Corridor Study (Lathrop Industrial Drive to Kimmie Street)

Scope of Services

Phase 9 – GVC Transportation Solutions

Task 1: Project Administration

- Project management including setup, billings, and progress reports on a monthly basis.
- Project kick-off meeting to discuss project goals/objectives, methods, data needs, roles and responsibilities and schedule/key milestones.
- Meeting with City staff to identify public engagement strategy. This will include:
 - Identifying key stakeholders, which could include:
 - WSDOT
 - Thurston County
 - Intercity Transit
 - Local Business Owners
 - Determine level of desired public engagement. This could include:
 - Online survey to collect existing concerns and priorities for the corridor.
 - Online materials to describe improvement alternatives.
 - One or more in-person open houses to collect feedback and/or present information.
- Coordinate public engagement strategy with project schedule to ensure timely presentation of information.
- Monthly project manager check-ins. It is assumed that the project will be completed over a twelve-month period so twelve project manager check-ins are assumed. Check-ins will be held with the City's project manager and meetings will be held over the phone or virtually.
- Project team meetings. It is assumed that up to four team meetings will be held with City staff.

Deliverables:

- Monthly invoice and progress report.
- Attendance at meetings including up to four project check-in meetings and up to four project team meetings.

Task 2: Public Engagement

- Participate in public meetings to provide support for technical discussions.

Deliverables:

- Meeting graphics and materials as needed.

Task 3: Data Collection

- Coordinate with City staff on available turning movement volume data and supplement with data collection. Overall, the following locations would be collected during the AM and PM peak periods, pending available data:
 - 93rd Avenue at Lathrop Industrial Road
 - 93rd Avenue at I-5 SB Ramps
 - 93rd Avenue at I-5 NB Ramps
 - 93rd Avenue at Pilot Driveway
 - 93rd Avenue at West Ace Hardway Driveway
 - 93rd Avenue at East Ace Hardway Driveway
 - 93rd Avenue at Kimmie Street
- Collect the most recent five-year crash data. sort and identify key problems with severity and bicycle/pedestrian crashes.
- Collect any approved development traffic studies that would add traffic to the study corridor and coordinate with City staff on any additional development activity that may be in process.
- Coordinate with TRPC to collect:
 - Existing 2018 travel demand model volumes for AM and PM peak hours
 - Future 2045 travel demand model volumes for AM and PM peak hours
 - Land use growth by TAZ for the surrounding area influencing the study corridor
- Collect/verify the specific intersection and corridor channelization, control, and pedestrian facilities.

Deliverables:

- Existing traffic data and TRPC model data.

Task 4: Develop Alternatives

Subtask 4.1 Existing and Future Baseline Operations and Safety Analysis

- Work with City staff to identify short- and long-term volume horizons. It is assumed that two volume horizons would be evaluated.
- Evaluate short-term volume growth based on approved projects and in-process development efforts.
- Review TRPC land use growth assumptions in the immediate area to determine if they account for the approved developments and include additional long-term growth potential.
- Prepare baseline AM and PM peak hour traffic volume forecasts for the short-term and long-term horizons.
- Work with City staff to identify a sensitivity scenario or scenarios that include additional growth potential on the corridor.

- Perform existing conditions intersection operational analysis for each study location. This analysis will include an evaluation of delay, volume/capacity ratios, and 95th percentile queues. The following intersections will be studied:
 - 93rd Avenue at Lathrop Industrial Road
 - 93rd Avenue at I-5 SB Ramps
 - 93rd Avenue at I-5 NB Ramps
 - 93rd Avenue at Pilot Driveway
 - 93rd Avenue at Kimmie Street
- Evaluate key problems with crash severity, type, and bicycle/pedestrian crashes.
- Evaluate existing sidewalk and bicycle facilities and review peak period pedestrian and bicycle volumes.
- Perform baseline long-term horizon analysis for each study intersection for AM and PM peak hour conditions.
- Prepare Baseline Conditions Memo, describing the existing study corridor, existing and future traffic flows, existing and future roadway operations and safety analysis, and potential traffic operational and safety improvement strategies. Include figures, tables, and other exhibits as necessary to support the analysis and conclusions.

Task 4.2 Identify Initial List of Potential Alternatives

- Work with team to identify potential improvements that would accommodate the long-term forecast volumes. Improvements could include:
 - Roundabout control at all study locations
 - Additional travel lanes on 93rd Avenue, including across I-5
 - Median control along the study corridor, limiting driveway access to right turns
 - Traffic signal coordination
- Support the creation of conceptual graphics for each potential corridor alternative and/or each potential individual improvement, illustrating preferred alignment, cross sections, and intersection control.
- Meet with City staff and the stakeholder team to finalize corridor alternatives to carry into analysis and to identify evaluation criteria.

Deliverables:

- Draft and Final Traffic Analysis Baseline Conditions Memo.
- Meeting materials to support the identification of potential alternatives.

Task 5: Conduct Alternatives Evaluation

Subtask 5.1 Traffic Operations and Safety Analysis

- Conduct and document initial operations for each alternative. Evaluate delay, volume-to-capacity ratio, and 95th percentile queue.

- Evaluate the safety benefits of each alternative using CMF factors and other similar documentation on safety benefits that address the predominate crash types and the safety benefits attributable to each alternative.
- Evaluate pedestrian and bicycle improvements based on desired facilities identified by City staff and an assessment of gaps and connectivity needs.

Subtask 5.2 Complete Alternatives Evaluation

- Prepare summary of preliminary screening for traffic evaluations.
- Meet with City to review initial analysis results and identify a preferred alternative to carry forward for further analysis and design.

Deliverables:

- Summary of traffic evaluations.

Phase 6: Prepare Project Report

- Prepare summary traffic operations and safety analysis.
- Support preparation of overall draft report of the study corridor evaluation process
- Incorporate comments and prepare a final project report.

Deliverables:

- Draft and final project traffic operations and safety analysis summary.

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 01	Project Administration				
Subtask 01	Project Administration				\$ 3,462.50
1	Project Management	4.0		4.0	\$ 585.00
2	Project Kick-off meeting	2.0		2.0	\$ 292.50
3	Identify public engagement strategy				\$ -
4	Coordinate public engagement plan with project schedule				\$ -
5	Monthly project manager check-ins. This assumes 12 check ins	8.0		8.0	\$ 1,170.00
6	Projct team meetings. This assumes four meetings	8.0	2.0	10.0	\$ 1,415.00
Subtotal Hours:		22.0	2.0	24.0	\$ 3,462.50
Total Phase Hours:		22.0	2.0	24.0	24.0
Total Phase Direct Labor:		\$1,287.00	\$98.00	\$1,385.00	\$ 3,462.50

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

Client:

City of Tumwater

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8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

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Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 02 Public Engagement					
Subtask 01 Public Engagement					\$ 2,047.50
1	Coordinate stakeholder meetings. Four meetings are assumed	8.0		8.0	\$ 1,170.00
2	Prepare online materials to communicate project status with the general public				\$ -
3	If needed, prepare online survey				\$ -
4	If needed, coordinate a public open house	6.0		6.0	\$ 877.50
Subtotal Hours:		14.0		14.0	\$ 2,047.50
Total Phase Hours:		14.0		14.0	\$ 14.0
Total Phase Direct Labor:		\$819.00		\$819.00	\$ 2,047.50

Subconsultant Labor Hour Estimate

GVC Transportation Solutions

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City of Tumwater

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8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

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Job #:

23-000826

File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 03 Data Collection					
Subtask 01 Traffic and Safety Data Collection					\$ 1,588.75
1	Collect AM and PM traffic volume data. This assumes up to seven count locations		2.0	2.0	\$ 245.00
2	Collect most recent five years of crash data		2.0	2.0	\$ 245.00
3	Coordinate with City on data for pipeline development projects	2.0		2.0	\$ 292.50
4	Coordinate with TRPC on existing and future model volume data and future land use growth	3.0		3.0	\$ 438.75
5	Collect/verify existing channelization and control		3.0	3.0	\$ 367.50
Subtotal Hours:		5.0	7.0	12.0	\$ 1,588.75
Total Phase Hours:		5.0	7.0	12.0	\$ 12.0
Total Phase Direct Labor:		\$292.50	\$343.00	\$635.50	\$ 1,588.75

Subconsultant Labor Hour Estimate

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		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 04 Develop Alternatives					
Subtask 01 Existing and Baseline Traffic and Safety Analysis					\$ 7,141.25
1	With with City to identify short and long term horizon years. This assumes two horizon years	1.0		1.0	\$ 146.25
2	Evaluate short term growth using pipeline projects	1.0	2.0	3.0	\$ 391.25
3	Evaluate long term growth using TRPC model data	1.0	4.0	5.0	\$ 636.25
4	Prepare AM and PM volume forecasts		2.0	2.0	\$ 245.00
5	Work with the City on a land use sensitivity scenario	2.0	2.0	4.0	\$ 537.50
6	Perform existing conditions operational analysis. This assumes five intersections	2.0	6.0	8.0	\$ 1,027.50
7	Evaluate crash data for key issues	2.0	4.0	6.0	\$ 782.50
8	Evaluate pedestrian and bicycle facilities		2.0	2.0	\$ 245.00
9	Perform baseline long-term operatoinal analysis		4.0	4.0	\$ 490.00
10	Prepare baseline conditions memo	8.0	12.0	20.0	\$ 2,640.00
Subtotal Hours:		17.0	38.0	55.0	\$ 7,141.25
Subtask 02 Identify Initial List of Alternatives					\$ 2,442.50
1	Identify potential improvements for the corridor	6.0		6.0	\$ 877.50
2	Prepare conceptual graphics for each alternative and/or improvement	2.0	8.0	10.0	\$ 1,272.50
3	Meet with City to review potential alternatives and finalize alternative list	2.0		2.0	\$ 292.50
Subtotal Hours:		10.0	8.0	18.0	\$ 2,442.50
Total Phase Hours:		27.0	46.0	73.0	\$ 73.0
Total Phase Direct Labor:		\$1,579.50	\$2,254.00	\$3,833.50	\$ 9,583.75

Subconsultant Labor Hour Estimate

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City of Tumwater

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I-5 and SR 121/93rd Avenue Interchange Improve

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File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 05 Conduct Alternatives Evaluation					
Subtask 01 Traffic Operations and Safety Analysis					\$ 2,837.50
1	Conduct initial operations analysis for each alternative	4.0	12.0	16.0	\$ 2,055.00
2	Evaluate the safety benefits for each alternative	1.0	2.0	3.0	\$ 391.25
3	Evaluate pedestrian and bicycle modes for each alternative	1.0	2.0	3.0	\$ 391.25
Subtotal Hours:		6.0	16.0	22.0	\$ 2,837.50
Subtask 02 Complete Alternatives Evaluation					\$ 1,755.00
1	Prepare summary of preliminary analysis of each alternative	8.0		8.0	\$ 1,170.00
2	Meet with city to review analysis results	4.0		4.0	\$ 585.00
Subtotal Hours:		12.0		12.0	\$ 1,755.00
Total Phase Hours:		18.0	16.0	34.0	\$ 34.0
Total Phase Direct Labor:		\$1,053.00	\$784.00	\$1,837.00	\$ 4,592.50

Subconsultant Labor Hour Estimate

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I-5 and SR 121/93rd Avenue Interchange Improve

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File Name:

2025.0609 93rd Ave Labor Estimate v1.xlsm

		Ryan Shea	Jacki Taylor		
Phase & Task No.	Phase & Task Title	Senior PM	Project Planner	Total Direct Labor Hours & Cost	Total Cost
TASK 06 Prepare Project Report					
Subtask 01 Prepare Project Report					\$ 4,300.00
1	Incorporate disciple and existing conditions summaries into final report	6.0		6.0	\$ 877.50
2	Summarize all public outreach efforts				\$ -
3	Prepare draft report	8.0	16.0	24.0	\$ 3,130.00
4	Incorporate city comments and prepare final report	2.0		2.0	\$ 292.50
Subtotal Hours:		16.0	16.0	32.0	\$ 4,300.00
Total Phase Hours:		16.0	16.0	32.0	\$ 32.0
Total Phase Direct Labor:		\$936.00	\$784.00	\$1,720.00	\$ 4,300.00
Total Hours All Phases		102.0	87.0	189.0	189.0
Total Direct Labor Estimate All Phases		\$5,967.00	\$4,263.00	\$10,230.00	\$ 25,575.00

Subconsultant Labor Hour Estimate

SCJ Alliance



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Project:

I-5 and SR 121/93rd Avenue Interchange Improve

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Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 01 Project Administration													
Task 01	Project Administration												\$ 21,353.28
1	Project Management	16.0		8.0							8.0	32.0	\$ 5,347.27
2	Project Kick-off meeting	3.0	2.0	2.0		2.0	2.0			2.0		13.0	\$ 2,811.43
3	Identify public engagement strategy	12.0		4.0								16.0	\$ 2,875.19
4	Coordinate public engagement plan with project schedule	4.0										4.0	\$ 663.57
5	Monthly project manager check-ins. This assumes 12 check ins	12.0										12.0	\$ 1,990.71
6	Project team meetings. This assumes four meetings	12.0		12.0	4.0		8.0			4.0		40.0	\$ 7,665.10
Subtotal Hours:		59.0	2.0	26.0	4.0	2.0	10.0			6.0	8.0	117.0	\$ 21,353.28
Total Phase Hours:		59.0	2.0	26.0	4.0	2.0	10.0			6.0	8.0	117.0	117.0
Total Phase Direct Labor:		\$3,200.57	\$201.96	\$1,879.96	\$181.56	\$154.30	\$737.10			\$324.92	\$302.16	\$6,982.53	\$ 21,353.28 \$17,890.78
PHASE 02 Public Engagement													
Task 01	Public Engagement												\$ 23,117.31
1	Coordinate stakeholder meetings. Four meetings are assumed	16.0	4.0	12.0			8.0			8.0		48.0	\$ 9,671.10
2	Prepare online materials to communicate project status with the general public	2.0			2.0				12.0			16.0	\$ 2,265.91
3	If needed, prepare online survey	2.0							16.0			18.0	\$ 2,540.47
4	If needed, coordinate a public open house	12.0		8.0	4.0		4.0		20.0	4.0		52.0	\$ 8,639.83
Subtotal Hours:		32.0	4.0	20.0	6.0		12.0		48.0	12.0		134.0	\$ 23,117.31
Total Phase Hours:		32.0	4.0	20.0	6.0		12.0		48.0	12.0		134.0	\$ 134.0
Total Phase Direct Labor:		\$1,735.90	\$403.92	\$1,446.12	\$272.34		\$884.52		\$2,166.72	\$649.85		\$7,559.37	\$ 23,117.31 \$21,069.81

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

Template Version:

8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

Contract Type:

LAG Contract

Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 03 Data Collection													
Task 01	Traffic and Safety Data Collection												\$ 1,801.11
1	Collect AM and PM traffic volume data. This assumes up to seven count locations				2.0							2.0	\$ 277.61
2	Collect most recent five years of crash data				2.0							2.0	\$ 277.61
3	Coordinate with City on data for pipeline development projects	2.0										2.0	\$ 331.79
4	Coordinate with TRPC on existing and future model volume data and future land use growth	3.0										3.0	\$ 497.68
5	Collect/verify existing channelization and control				3.0							3.0	\$ 416.42
Subtotal Hours:		5.0			7.0							12.0	\$ 1,801.11
Task 02	Environmental Data (See Phase 7)												\$ -
1	See Phase 7												\$ -
Subtotal Hours:													\$ -
Task 03	Preliminary Design Data Colleciton												\$ 4,416.84
1	Download Thurston County data for parcels and contours									4.0		4.0	\$ 662.43
2	Locte and download aerals of the corridor									4.0		4.0	\$ 662.43
3	Collect existing survey data									4.0		4.0	\$ 662.43
4	Collect existing As-Builts for the 93rd Avenue bridge									4.0		4.0	\$ 662.43
5	Creat base maps			2.0						8.0		10.0	\$ 1,767.10
Subtotal Hours:				2.0						24.0		26.0	\$ 4,416.84
Total Phase Hours:		5.0		2.0	7.0					24.0		38.0	\$ 38.0
Total Phase Direct Labor:		\$271.24		\$144.61	\$317.73					\$1,299.70		\$2,033.27	\$ 6,217.95

\$4,629.20

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

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8/26/2024

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I-5 and SR 121/93rd Avenue Interchange Improve

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Job #:

23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 04 Develop Alternatives													
Task 01	Existing and Baseline Traffic and Safety Analysis												\$ 10,218.24
1	With with City to identify short and long term horizon years. This assumes two horizon years	1.0										1.0	\$ 165.89
2	Evaluate short term growth using pipeline projects	1.0			2.0							3.0	\$ 443.51
3	Evaluate long term growth using TRPC model data	1.0			4.0	2.0						7.0	\$ 1,192.99
4	Prepare AM and PM volume forecasts				2.0							2.0	\$ 277.61
5	Work with the City on a land use sensitivity scenario	2.0			2.0	1.0						5.0	\$ 845.33
6	Perform existing conditions operational analysis. This assumes five intersections	2.0			6.0							8.0	\$ 1,164.63
7	Evaluate crash data for key issues	2.0			4.0	2.0						8.0	\$ 1,358.88
8	Evaluate pedestrian and bicycle facilities				2.0							2.0	\$ 277.61
9	Perform baseline long-term operatoinal analysis				4.0							4.0	\$ 555.23
10	Prepare baseline conditions memo	8.0			12.0	4.0						24.0	\$ 3,936.56
Subtotal Hours:		17.0			38.0	9.0						64.0	\$ 10,218.24
Task 02	Existing Environmental Analysis												\$ -
1	See Phase 7												\$ -
Subtotal Hours:													\$ -
Task 03	Evaluation of the existing 93rd Avenue Bridge												\$ -
1	See Phase 8												\$ -
Subtotal Hours:													\$ -
Task 04	Identify Initial List of Alternatives												\$ 9,562.22
1	Identify potential improvements for the corridor	8.0		4.0		4.0						16.0	\$ 3,155.35
2	Prepare conceptual graphics for each alternative and/or improvement	2.0			8.0					12.0		22.0	\$ 3,429.54
3	Meet with City to review potential alternatives and finalize alternative list	4.0	2.0	2.0		2.0	2.0			2.0		14.0	\$ 2,977.33
Subtotal Hours:		14.0	2.0	6.0	8.0	6.0	2.0			14.0		52.0	\$ 9,562.22

Subconsultant Labor Hour Estimate



SCJ Alliance

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2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Total Phase Hours:		31.0	2.0	6.0	46.0	15.0	2.0			14.0		116.0	\$ 116.0
Total Phase Direct Labor:		\$1,681.66	\$201.96	\$433.84	\$2,087.94	\$1,157.25	\$147.42			\$758.16		\$6,468.22	\$ 19,780.46
PHASE 05 Conduct Alternatives Evaluation													\$10,196.71
Task 01	Environmental Analusis												\$ -
1	See Phase 7												\$ -
Subtotal Hours:													\$ -
Task 02	Stormwater Analysis												\$ 14,331.97
1	Create stormwater basin maps for each alternative						4.0	24.0				28.0	\$ 4,923.66
2	Model each alternative in MGS Flood						4.0	24.0				28.0	\$ 4,923.66
3	Prepare a stormwater alternatives analysis memo						8.0	16.0				24.0	\$ 4,484.64
Subtotal Hours:							16.0	64.0				80.0	\$ 14,331.97
Task 03	Bridge Analysis												\$ -
1	See Phase 8												\$ -
Subtotal Hours:													\$ -
Task 04	Design Analysis and Cost Estimation												\$ 29,702.18
1	Coordinate with City staff on typical sections			2.0						4.0		6.0	\$ 1,104.67
2	Develop preliminary linework for each alternative			4.0						110.0		114.0	\$ 19,101.39
3	Assess potential impacts to adjacent parcels for each alternative			2.0						12.0		14.0	\$ 2,429.54
4	Create a planning level cost estimate for each alternative			2.0						40.0		42.0	\$ 7,066.57
Subtotal Hours:				10.0						166.0		176.0	\$ 29,702.18

Subconsultant Labor Hour Estimate



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2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 05	Traffic Operations and Safety Analysis												\$ 5,103.73
1	Conduct initial operations analysis for each alternative	4.0			12.0							16.0	\$ 2,329.26
2	Evaluate the safety benefits for each alternative	1.0			2.0	4.0						7.0	\$ 1,387.24
3	Evaluate pedestrian and bicycle modes for each alternative	1.0			2.0	4.0						7.0	\$ 1,387.24
Subtotal Hours:		6.0			16.0	8.0						30.0	\$ 5,103.73
Task 06	Complete Alternatives Evaluation												\$ 8,140.70
1	Prepare summary of preliminary analysis of each alternative	12.0		4.0		4.0	4.0					24.0	\$ 4,720.57
2	Meet with city to review analysis results	6.0	2.0	4.0		2.0	2.0					16.0	\$ 3,420.13
Subtotal Hours:		18.0	2.0	8.0		6.0	6.0					40.0	\$ 8,140.70
Total Phase Hours:		24.0	2.0	18.0	16.0	14.0	22.0	64.0		166.0		326.0	\$ 326.0
Total Phase Direct Labor:		\$1,301.93	\$201.96	\$1,301.51	\$726.24	\$1,080.10	\$1,621.62	\$3,507.20		\$8,989.56		\$18,730.12	\$ 57,278.58
PHASE 06 Prepare Project Report													\$52,686.08
Task 01	Prepare Project Report												\$ 21,542.87
1	Incorporate disciple and existing conditions summaries into final report	12.0			16.0							28.0	\$ 4,211.63
2	Summarize all public outreach efforts	4.0							16.0			20.0	\$ 2,872.25
3	Prepare draft report	16.0	2.0	8.0	12.0	16.0	8.0					62.0	\$ 12,284.75
4	Incorporate city comments and prepare final report	4.0	2.0	2.0			2.0					10.0	\$ 2,174.24
Subtotal Hours:		36.0	4.0	10.0	28.0	16.0	10.0		16.0			120.0	\$ 21,542.87
Total Phase Hours:		36.0	4.0	10.0	28.0	16.0	10.0		16.0			120.0	\$ 120.0
Total Phase Direct Labor:		\$1,952.89	\$403.92	\$723.06	\$1,270.92	\$1,234.40	\$737.10		\$722.24			\$7,044.53	\$ 21,542.87
													\$17,242.87

Subconsultant Labor Hour Estimate



SCJ Alliance

Client:

City of Tumwater

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8/26/2024

Project:

I-5 and SR 121/93rd Avenue Interchange Improve

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23-000826

File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
PHASE 07 Environmental Analysis (Confluence)													
Task 01	Existing Conditions Analysis												\$ -
1	Collect existing watershed and critical area data												\$ -
2	Collect information on existing natural resources												\$ -
3	Identify regulatory agencies and research permits expected to be required												\$ -
4	Establish baseline conditions												\$ -
5	Prepare summary of existing conditions												\$ -
Subtotal Hours:													\$ -
Task 02	Alternatives Analysis												\$ -
1	Identify permits and regulatory requirements for each alternative												\$ -
2	Provide input on alternative scoring												\$ -
3	Provide content for project report												\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -
PHASE 08 Bridge Analysis (Parametrix)													
Task 01	Existing Conditions Analysis												\$ -
1	Review existing As-Builts of the bridge												\$ -
2	Coordinate with WSDOT bridge staff on status of existing bridge												\$ -
3	Evaluate anticipated service life of the existing bridge												\$ -
4	Assess the feasibility of bridge widening using existing infrastructure												\$ -
5	Prepare summary of existing bridge analysis												\$ -
Subtotal Hours:													\$ -

Subconsultant Labor Hour Estimate



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File Name:

2024.0827 93rd Ave Labor Estiamte.xlsm

		Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci		
Phase & Task No.	Phase & Task Title	Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant	Total Direct Labor Hours & Cost	Total Cost
Task 02	Alternatives Analysis												\$ -
1	Coordinate with design team and provide structural input												\$ -
2	Evaluate the potential for future I-5 widening on the viability of the existing bridge												\$ -
3	Evaluate soil conditions and the suitability of foundations for widening and new bridge altern												\$ -
4	Evaluate Constructabiloty of various bridge alternatives												\$ -
5	Evaluate staging considerations and maintence for various alternatives												\$ -
6	Provide input on alternative scoring												\$ -
7	Provide content for project report												\$ -
Subtotal Hours:													\$ -
Total Phase Hours:													\$ -
Total Phase Direct Labor:													\$ -
Total Hours All Phases		187.0	14.0	82.0	107.0	47.0	56.0	64.0	64.0	222.0	8.0	851.0	851.0
Total Direct Labor Estimate All Phases		\$10,144.19	\$1,413.71	\$5,929.09	\$4,856.73	\$3,626.05	\$4,127.76	\$3,507.20	\$2,888.96	\$12,022.19	\$302.16	\$48,818.04	\$ 149,290.45
Indirect Costs													\$123,715.45
Subconsultants:		GVC Confluence Parametrix TC2											\$25,575
													\$29,950.00
													\$40,640.75
													\$2,500.00
Subconsultant Subtotal:													\$ 73,090.75
Subconsultant Markup:													\$ -
Subconsultant Total:													\$ 73,090.75
Reimbursable Expenses:													\$98,665.75
		Copies, Printing, etc.											\$ 149.29
		Mileage											\$ 67.00
Expenses Subtotal:													\$ 216.29
Expenses Markup:													\$ -
Expenses Total:													\$ 216.29
Total Indirect Costs:													\$98,882.04
Total:													\$ 222,597.49



Development Division
Contract Services Office
PO Box 47408
Olympia, WA 98504-7408
7345 Linderson Way SW
Tumwater, WA 98501-6504

TTY: 1-800-833-6388
www.wsdot.wa.gov

June 30, 2025

Shea, Carr & Jewell, Inc., DBA SCJ Alliance
8760 Tallon Ln NE, Suite 200
Lacey, WA 98513

Subject: Acceptance FYE 2024 ICR – CPA Report

Dear Tammy McDonald:

We have accepted your firm's FYE 2024 Indirect Cost Rate (ICR) of 191.76% of direct labor (rate includes 0.43% Facilities Capital Cost of Money) based on the "Independent CPA Report" prepared by Stambaugh Ness, Inc. related to the Shea, Carr & Jewell, Inc., DBA SCJ Alliance. This rate will be applicable for WSDOT Agreements and Local Agency Contracts in Washington only. This rate may be subject to additional review if considered necessary by WSDOT. Your ICR must be updated on an annual basis.

Costs billed to agreements/contracts will still be subject to audit of actual costs, based on the terms and conditions of the respective agreement/contract.

This was not a cognizant review. Any other entity contracting with the firm is responsible for determining the acceptability of the ICR.

If you have any questions, feel free to contact our office at **(360) 704-6397** or via email consultantrates@wsdot.wa.gov.

Regards,

A handwritten signature in black ink that reads 'Schatzie Harvey'.

Schatzie Harvey (Jun 30, 2025 12:53 PM)
SCHATZIE HARVEY, CPA
Contract Services Manager

SH: kb

Subconsultant Billing Rate Schedule - Exhibit E-2



SCJ Alliance

Client: City of Tumwater
Project: I-5 and SR 121/93rd Ave Int. Improvement
Job #: 23-000826
File Name: Labor-Estimate-Template-2.xlsm
Date: 10/10/25

Hourly Rate Table Format: LAG Contract
 Allowable Overhead Rate: 191.76%
 Negotiated Fixed Fee: 31.00%
 Billing Rate Table Version: 7/21/2025

Actuals Not To Exceed Billing Rate Table (ANTE)

Job Classifications	Direct Labor Hourly Rate NTE	Allowable Overhead 191.76%	Negotiated Profit 31.00%	Total Hourly Billing Rates NTE
Principal	\$140.20	\$268.85	\$43.46	\$452.52
Senior Consultant	\$112.37	\$215.47	\$34.83	\$362.67
Senior Project Manager	\$100.56	\$192.84	\$31.17	\$324.57
PM3 Project Manager	\$83.28	\$159.69	\$25.82	\$268.78
PM2 Project Manager	\$80.14	\$153.68	\$24.84	\$258.67
PM1 Project Manager	\$64.90	\$124.45	\$20.12	\$209.47
Senior Engineer	\$70.20	\$134.62	\$21.76	\$226.59
E4 Engineer	\$66.78	\$128.06	\$20.70	\$215.54
E3 Engineer	\$60.13	\$115.30	\$18.64	\$194.07
E2 Engineer	\$52.48	\$100.63	\$16.27	\$169.38
E1 Engineer	\$43.54	\$83.49	\$13.50	\$140.53
Senior Landscape Architect	\$66.83	\$128.15	\$20.72	\$215.70
L4 Landscape	\$56.86	\$109.04	\$17.63	\$183.53
L3 Landscape	\$49.13	\$94.21	\$15.23	\$158.58
L2 Landscape	\$44.07	\$84.51	\$13.66	\$142.24
L1 Landscape	\$37.12	\$71.18	\$11.51	\$119.81
Senior Planner	\$79.78	\$152.98	\$24.73	\$257.48
P4 Planner	\$55.89	\$107.17	\$17.33	\$180.38
P3 Planner	\$50.56	\$96.96	\$15.67	\$163.19
P2 Planner	\$42.70	\$81.88	\$13.24	\$137.81
P1 Planner	\$39.63	\$76.00	\$12.29	\$127.92
Senior Technician	\$60.11	\$115.27	\$18.63	\$194.02
T4 Technician	\$52.19	\$100.08	\$16.18	\$168.45
T3 Technician	\$44.35	\$85.04	\$13.75	\$143.13
T2 Technician	\$40.45	\$77.57	\$12.54	\$130.56
T1 Technician	\$35.37	\$67.83	\$10.96	\$114.16
Construction Inspector	\$35.87	\$68.79	\$11.12	\$115.78
Senior Construction Manager	\$0.00	\$0.00	\$0.00	\$0.00
RE 3 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 2 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
RE 1 Construction Resident Engineer	\$0.00	\$0.00	\$0.00	\$0.00
Construction Office Engineer	\$0.00	\$0.00	\$0.00	\$0.00
CI4 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI3 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI2 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
CI1 Construction Inspector	\$0.00	\$0.00	\$0.00	\$0.00
Graphic Designer	\$51.69	\$99.11	\$16.02	\$166.82
PC3 Project Coordinator - CM Only	\$0.00	\$0.00	\$0.00	\$0.00
PC2 Project Coordinator	\$49.59	\$95.09	\$15.37	\$160.04
PC1 Project Coordinator	\$40.46	\$77.58	\$12.54	\$130.58
Project Accountant	\$67.98	\$130.36	\$21.07	\$219.41
IT Specialist	\$64.64	\$123.95	\$20.04	\$208.62
Senior Marketing Coordinator	\$63.44	\$121.65	\$19.67	\$204.76
Marketing Coordinator	\$44.80	\$85.90	\$13.89	\$144.59
Communications Manager	\$61.64	\$118.21	\$19.11	\$198.96
Information Services Manager	\$79.51	\$152.47	\$24.65	\$256.63

TO: City Council
FROM: Ryan Blaser, Engineer III
DATE: November 18, 2025
SUBJECT: Service Provider Agreement with Sargent Engineers for On-Call Engineering Services Amendment No. 1

1) Recommended Action:

Authorize the Mayor to sign the Service Provider Agreement with Sargent Engineers for On-Call Engineering Services Amendment No. 1.

The agreement was recommended for approval on the consent calendar at the November 6, 2025 Public Works Committee Meeting.

2) Background:

The original agreement for \$40,000 was signed on December 5, 2024.

The First Amendment extends the agreement until December 31, 2026, which provides structural engineering services for on-going construction and bridge maintenance projects throughout the City. The First Amendment increases the not-to-exceed amount to \$140,000 to cover anticipated costs in 2026.

3) Policy Support:

Council Strategic Goals and Priorities 2025-2026:

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

4) Alternatives:

☐ Do not approve agreement

5) Fiscal Notes:

Fees charged for this agreement will be allocated to the appropriate City fund, dependent upon the work completed.

6) Attachments:

A. First Amendment to the Service Provider Agreement

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL STRUCTURAL ENGINEERING SERVICES**

This First Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and SARGENT ENGINEERS, INC., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective December 5, 2024, whereby the SERVICE PROVIDER agreed to provide structural engineering services ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement by extending the term of the Agreement, and increasing the compensation paid to the SERVICE PROVIDER.

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

1. TERM.

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

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement during the extended term of the Agreement, Section 4.C. shall be amended to increase the hourly rates for services performed in 2026 as described in Exhibit A-1 and the compensation paid to the SERVICE PROVIDER shall be increased by an additional amount not to exceed One-Hundred-Thousand and 00/100 Dollars (\$100,000.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed One-Hundred-Forty-Thousand and 00/100 Dollars (\$140,000.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

SARGENT ENGINEERS, INC.
Address: 320 Ronlee Lane NW
Olympia, WA 98502
UBI No. 600-560-818
Phone No. 360-867-9284

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:_____.



2026 Hourly Billing Rates

Job Classification	Minimum	Maximum
Principals	\$149.00	\$299.00
Senior Engineers	\$152.00	\$261.00
Senior Project Engineers	\$142.00	\$243.00
Project Engineers	\$119.00	\$236.00
Design Engineers	\$96.00	\$198.00
Engineering Technician	\$71.00	\$162.00
Engineering Intern	\$59.00	\$129.00
Drafter II	\$83.00	\$155.00
Business Manager	\$99.00	\$219.00
Business Associate	\$50.00	\$155.00
Clerical	\$56.00	\$125.00

TO: City Council
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: November 18, 2025
 SUBJECT: Service Provider Agreement with Stantec for the Pioneer Park Restoration Project Amendment 4

1) Recommended Action:

Approve and authorize the Mayor to sign Amendment 4 of the Service Provider Agreement with Stantec for the Pioneer Park Restoration project.

This amendment was recommended for approval via Council consent calendar by the Public Works Committee at their November 6, 2025 meeting.

2) Background:

This amendment authorizes Stantec to conduct a comprehensive tree survey and prepare a biological evaluation. These studies are required for inclusion in the environmental permitting packages necessary for local, state, and federal permit reviews. Recent updates to local and state environmental guidelines now require both documents to be completed in order to satisfy current regulatory environmental compliance requirements.

3) Policy Support:

- [Tumwater Municipal Code 16.08.050](#) – Protection of Trees and Vegetation
 - Biological Assessment required per the Endangered Species Act following consultation with federal agencies for potential habitat impacts from in-water work.
-

4) Alternatives:

- ☐ There are no determined alternatives for this work, as it is required for permitting to complete the previously approved contracts for Pioneer Park Restoration. Failure to complete the permitting jeopardizes compliance with local, state, and federal laws, as well as potentially negatively impacting protected vegetation and wildlife.
-

5) Fiscal Notes:

This fourth amendment adds \$48,417.00 to the existing contract, bringing the project total to \$442,401.00. This project is partially funded by a WA Department of Ecology (ECY) grant (WQC-2022-Tumwat-00092), with ECY paying 75% of total project costs. The city-required 25% match has been approved in the FY2025-26 Budget and is fully funded by the Stormwater Fund.

6) Attachments:

- A. Amendment 4
- B. Original Agreement

**FOURTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
PIONEER PARK RIPARIAN RESTORATION PROJECT**

This Fourth Amendment ("Amendment") is dated effective this ___ day of _____, 20___, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, First Amendment dated July 19, 2022, Second Amendment dated August 7, 2023, and Third Amendment dated June 16, 2025 whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional service as more particularly described and detailed in Exhibit "A-3", attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services more particularly described in Exhibit "A-3", Section 4.C shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed FORTY-EIGHT THOUSAND FOUR HUNDRED SEVENTEEN AND 00/100 DOLLARS (\$48,417.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, Second Amendment, Third Amendment, and this Fourth Amendment shall be an amount not to exceed

Fourth Amendment to Service Provider Agreement - Page 1 of 2
PIONEER PARK RIPARIAN RESTORATION PROJECT

FOUR HUNDRED FORTY TWO THOUSAND FOUR HUNDRED ONE AND 00/100
DOLLARS (\$442,401.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue Suite 1400
Portland, OR 97204
Tax ID #: 602-529-295
Phone Number: 503-830-9669

Dan Smith
Director, Water Resources &
Sustainability

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

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)
) ss
County of)

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 _____ of _____ 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



Stantec Consulting Services Inc.
1687 114th Avenue SE, Suite 100
Bellevue WA 98004-6965

September 12, 2025

Grant Gilmore
City of Tumwater (Water Resources & Sustainability)
555 Israel Road SW | Tumwater, WA 98501

Dear Grant Gilmore,

Reference: Pioneer Park Sediment Reduction Project - Proposal for Endangered Species Act Section 7 Consultation Documentation

Stantec Consulting Services Inc. (Stantec) is pleased to submit this scope and budget amendment number four (4) for the above-mentioned project. During initial scoping, the City did not request a biological assessment (BA) for Endangered Species Act (ESA) Section 7 consultation with the U.S. Fish and Wildlife Service (USFWS) and the National Oceanic and Atmospheric Administration (NOAA). Services under this amendment include up to 2 project calls associated with the preparation of a BA pursuant to Section 7 of the ESA. Assumptions associated with each task are provided below to further clarify Stantec's understanding of the scope and deliverables.

Biological Assessment

Stantec has the expertise and availability to support the City of Tumwater with preparing a BA in compliance with Section 7 of the ESA. The BA will include results of document reviews and an analysis of the likely effects of the action on the species or habitat based on biological studies, review of the literature, and species experts. The BA also will provide a determination statement for listed species and critical habitat, as applicable, following USFWS and NOAA guidelines.

The list of ESA-listed species for the BA will be developed using USFWS's Information for Planning and Consultation (IPaC) system and NOAA's Essential Fish Habitat (EFH) mapping system. Based on an initial search, Stantec assumes up to 27 listed species will be assessed (see Table 1 for additional detail). Stantec technical staff will coordinate with the City and USFWS/NOAA, as appropriate, to address any concerns related to federally listed, proposed, and candidate species. Stantec has assumed relevant species information will be provided from the City's natural resources manager or biologists for use in preparing a BA.

The deliverables for this amendment include:

Deliverable 1: BA 1st Draft (City Review)

- Assumes one revision based on a single, collated comment document from the City's Project Manager.

Reference: Response to Request for Proposal for Endangered Species Act Section 7 Consultation Documentation

Deliverable 2: Final BA (Consultation Copy)

- The final BA document will be based on the last round of comments from Deliverable 1: BA 1st Draft.

Table 1. List of Protected Species from USFWS IPaC and NOAA EFH Mapper

Endangered Species Act	Bald and Golden Eagle Protection Act	Migratory Bird Treaty Act
<u>Mammals</u> <ul style="list-style-type: none"> Olympia pocket gopher Yelm pocket gopher 	<ul style="list-style-type: none"> Bald eagle Golden eagle 	<ul style="list-style-type: none"> Black swift Black Turnstone Brandt's cormorant California gull Cassin's finch Chestnut-backed chickadee Clark's grebe Evening grosbeak Lesser yellowlegs Olive-sided flycatcher Oregon vesper sparrow Rufous hummingbird Short-billed dowitcher Western grebe Western gull
<u>Fish</u> <ul style="list-style-type: none"> Bull trout Chinook salmon, all life stages Coho salmon, all life stages 		
<u>Insects</u> <ul style="list-style-type: none"> Monarch butterfly Suckley's cuckoo bumble bee 		
<u>Reptiles & Amphibians</u> <ul style="list-style-type: none"> Northwestern Pond Turtle Oregon spotted frog 		
<u>Birds</u> <ul style="list-style-type: none"> Marbled murrelet Streaked horned lark Yellow-billed cuckoo 		

Stantec assumes the following:

- No field surveys will be required.
- The City of Tumwater will provide any relevant information it may have to support the development of the BA including habitat and species surveys, as applicable.
- Based on an initial IPaC and EFH search, Stantec assumes the species listed in the following table (Table 1) will be assessed.

September 4, 2025
Grant Gilmore
Page 3 of 3

Reference: Response to Request for Proposal for Endangered Species Act Section 7 Consultation Documentation

Stantec proposes to conduct this task for a fixed fee of \$14,606. If you should have any questions, please let us know. We look forward to continuing to work with you on this important project.

Best regards,

Stantec Consulting Services Inc.



Stantec Consulting Services Inc.
 1687 114th Avenue SE, Suite 100
 Bellevue WA 98004-6965

September 16, 2025

Project/File: Pioneer Park - Tree Inventory and Assessment

City of Tumwater

Grant Gilmore
 555 Israel Road SW
 Tumwater, WA 98501

Dear Grant,

Reference: Pioneer Park Sediment Reduction Project - Tree Inventory and Assessment Report

The purpose of this scope of work is to outline the tasks required to develop an arborist report for the Pioneer Park Sediment Reduction project. The report will include a comprehensive tree inventory of Trees 6-inches in Diameter at Breast Height (DBH) and larger, documentation of existing tree conditions, and recommendations for tree protection during the renovation project.

The area of inventory includes areas impacted on the project site for the proposed access road and the proposed grading limits of Phase 1 and Phase 2.

Objectives

- Conduct a detailed tree inventory (Assume approximately 150 trees to inventory).
- Document the current conditions of trees 6-inch DBH and greater within the project area.
- Provide recommendations for tree protection during the renovation process.

1. Tasks and Deliverables

Task 1: Tree Inventory

- **Site Visit:** Conduct an initial site visit to identify and inventory trees 6-inch DBH and greater within the area planned for disturbance of grading limits for Phase 1 and Phase 2.
- **Data Collection:** Record the following information for each tree:
 - Species
 - Diameter at Breast Height (DBH)
 - Height
 - Health and general condition
 - Location of each tree with a unique identification number (mapped using survey provided by others)
- **Identify tree species.** Trees which are difficult to identify given the timing of the survey (i.e., due to leaf drop) will be identified to the best of the arborist's ability to either the family, or if possible, the genus level.

Reference: Pioneer Park - Sediment Reduction Project - Tree Inventory and Assessment Report

- **Photographic Documentation:** Take photographs of each tree to visually document their condition.

Task 2: Documentation of Existing Tree Conditions

- **Assessment:** Evaluate the health, structural integrity, and overall condition of each tree. Prepare an assessment including the aforementioned information, with a graphical figure illustrating tree locations with identification numbers. The assessment of the trees will follow established arboricultural practices which involve visually examining the above-ground portions of each tree for structural defects, scars, external decay, signs of insect activity, discolored foliage, overall tree health, site conditions, and proximity to property and people. No trees will be physically dissected, cored, probed, or climbed, and detailed root crown examinations involving excavation will not be conducted.
- **Report Preparation:** Compile the data collected into a comprehensive report, including:
 - Tree inventory data & condition assessment based on Root Crown, Trunk, Limbs, Foliage, Structure, and Vigor.
 - Digital Photographs.
 - Assessment findings.

Task 3: Tree Protection Recommendations

- **Protection Plan: Develop a tree protection plan that includes:**
 - Measures to protect trees during construction.
 - Recommendations for tree protection measures.
 - Guidelines for working around trees to minimize impact.
- **Implementation Guidelines:** Provide clear instructions for implementing the tree protection measures.

2. Timeline

- **Site Visit and Data Collection:** Site visit within fourteen (14) business days of proposal acceptance.
- **Draft Report Preparation:** Prepare Draft Report for Independent Technical Review (ITR) within fourteen (14) business days of onsite survey.
- **Submission of Draft Report:** within five (5) business days of completion of ITR.
- **Submission of Final Report:** Upon receipt of client comments, deliver final report within thirty (30) calendar days.

3. Deliverables

- Tree Inventory and Assessment Report including tree inventory, condition assessment, and protection recommendations.
- Digital copies of the report.
- Photographic documentation of all trees (assume 1 photo per tree).

September 16, 2025
Page 3 of 4

Reference: Pioneer Park - Sediment Reduction Project - Tree Inventory and Assessment Report

4. Assumptions

- Access to the site will be provided as needed.
- Two (2) days of site visit time for two (2) people to perform tree inventory.
- Capture tree locations using hand-held GPS unit.
- 100 to a maximum of 150 trees to be inventoried.
- Any additional services or changes to the scope will be discussed and agreed upon before proceeding.

5. Exclusions

- Physical tree sampling or assessment beyond visual examination.
- Approximate delineation of all native vegetation or biological resources items identified in a biological or plant report(s).
- Delineation of setbacks from habitats.
- Any other work not explicitly described above.

Stantec proposes to conduct this task for a time and materials fee of \$33,811. If you should have any questions, please let us know. We look forward to continuing to work with you on this important project.

Regards,

Stantec Consulting Services Inc.

Reference: Pioneer Park - Sediment Reduction Project - Tree Inventory and Assessment Report

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Third Amendment ("Amendment") is dated effective this 16th day of June, 2025, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, First Amendment dated July 19, 2022, and Second Amendment dated August 7, 2023, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-2," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services more particularly described in Exhibit "A-2", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed One Hundred Ninety Thousand Two Hundred Eighty Five and 00/100 Dollars (\$190,285.00). The total amount payable to the SERVICE PROVIDER

Third Amendment to Service Provider Agreement - Page 1 of 3
Pioneer Park Riparian Restoration

pursuant to the original Agreement, the First Amendment, Second Amendment, and this Third Amendment shall be an amount not to exceed Three Hundred Ninety Three Thousand Nine Hundred Eighty Four and 00/100 Dollars (\$393,984.00).

3. 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.

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

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

Signed by:

Debbie Sullivan

945DD615DF7D4C0...
Debbie Sullivan

Mayor

SERVICE PROVIDER:

Stantec Consulting Services,
Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

Signature (Notarized – see below)

Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:

Melody Valiant

E07ECE580BA048B...
Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

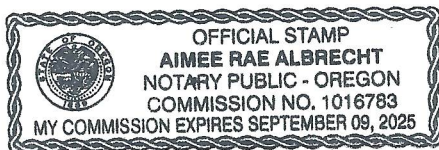
5011BA3DE4C345C...
Karen Kirkpatrick, City Attorney

State of Oregon

County of Multnomah

I certify that I know or have satisfactory evidence that Joseph Grant Richards 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 service provider to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 6/11/25



(Signature)

Notary Public in and for the State of Oregon
My appointment expires 9/9/25

Third Amendment to Service Provider Agreement - Page 3 of 3
Pioneer Park Riparian Restoration



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

January 27, 2025

Project/File: City of Tumwater Pioneer Park Project / 185706094

Dan Smith
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration Amendment #3

Introduction

This scope and budget revision has been prepared for the City of Tumwater to address stakeholder concerns with the direction the project and to add budget for the Phase 2 – in-water design scope. The project direction has split into two phases, Upland – Phase 1 and In-water – Phase 2. Phase 1 is intended to not require USACE permitting by moving the project impact out of the Ordinary High Water (OHW) of the Deschutes River by focusing on reconnecting elevated floodplains in Pioneer Park relieving shear stress on the migrating meander bend since USACE permitting for removal/fill below OHW was estimated to be 2-year process. Phase 2 scope will focus on in-water treatments to promote stability of the meander bend through flood plain inundation and inclusion of aquatic habitat elements including large woody material (LWM) structures below OHW and the eroding bank will be addressed directly through grading. The basis of this scope and fee is the original scope for the effort modified to fit our understanding of current needs. We assume monies remaining in the current project budget will be reallocated to the effort moving forward.

Project Understanding

The City of Tumwater has been watching a meander bend of the Deschutes River migrate into Pioneer Park over the past 10 years. Multiple efforts have been made to arrest the erosion including the current effort funded by Department of Ecology to reduce sediment inputs into the Deschutes. As the project progressed a phased solution emerged to wholistically address the meander bend migration issue. Phase 1 reconnects upland areas in Pioneer Park through side channel creation that activates at the 1-year storm event to reduce shear in the channel and support riparian corridor expansion.

Phase 2 will refocus on meander bend bank stabilization and instream habitat elements including side channel reconnection below the Ordinary High-Water Mark of the Deschutes River. Phase 2 design will recommence in March of 2025 with an anticipated construction start date of February of 2027. Phase 1 includes 2,500 feet of 20-foot by 1- to 4-foot-deep channels excavated in uplands with 2 points of reconnection to existing forested channels in Pioneer Park that will allow water to return to the river as floods recede. Channels are positively graded to drain so fish stranding will not be an issue. Native revegetation mimics the existing riparian forest and includes First Foods such as camas prairie, and emergent wetlands with Wapato, and cattails. The area where this revegetation is proposed is currently dominated by Hawthorne Trees and regularly floods as the river overtops its banks during floods. This

Design with community in mind

Reference: Pioneer Park Riparian Restoration Amendment #3

wholistic vision at Pioneer Park will also engender community connections as handicap accessible trails will be included with pedestrian bridges crossing side channel features.

1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

1.1. Project Management

Kelly Swindle will serve as the Project Manager and Joe Richards will serve as Principal in Charge. They will be responsible for overseeing and directing all aspects of project management. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.

1.2. Project Meetings

It is anticipated an additional five (5) meetings will be held throughout the remaining course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual or coordinated for times where Stantec staff is on-site for scheduled work.

Task Assumptions

- > The duration of the project will continue through the construction start of the Phase 2, assumed to be 7/15/2027.
- > For budgeting purposes meeting duration is assumed to be no more than one (1) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members.
- > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
- > All meetings and communication associated with Tasks 3, 4, 5, and 6 are covered under this task. Stantec assumes twenty-four (24) monthly technical and permitting team check-ins with up to six (6) Stantec staff at one-half hour per call.
- > There will be one (1) permitting kick-off meeting with staff from the City of Tumwater, Ecology, USACE, and the Tribe to ensure all requirements and expectations for the Phase 2 permitting are met. The meeting will not exceed 1.5 hours. For budgeting purposes meeting duration is assumed to be no more than one and one half (1.5) hours in duration with (1) hour of Prep and (1) hour of follow-up for (4) Stantec Staff Members.

Task Deliverables

- > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails.
- > Meeting Minutes for all meetings between Stantec and the City as listed above.

Reference: Pioneer Park Riparian Restoration Amendment #3

2. Task 2: Data Collection and Analysis

Stantec completed original Task 2 data collection field work including survey and geomorphic analysis activities during the summer of 2022. Stantec also completed the following cultural resources and wetlands delineation tasks and reporting:

The deliverables for the cultural resources and wetlands have been completed and submitted to the City as follows:

- Cultural Resources Monitoring Plan, October 21, 2022
- Cultural Resources Monitoring Memorandum, November 30, 2022
- Wetland Delineation Report, April 7, 2023

With the updated phasing of the project, a larger Area of Potential Effect (APE) was identified for Phase 1 upland work. The wetland delineation performed in 2022 covered the original APE, so an additional wetland delineation must be completed to cover the updated, larger APE.

Task Assumptions

- > One (1) iteration of the hydraulic model will be run for 30% Design, 60%, 90%, and Final design phases for Phase 2.
- > Phase 1 is currently at 60% design phase, so one (1) iteration of the hydraulic model will be run for the 90% design phase.
- > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort.
- > Data collected from the site assessment will be incorporated into the design reports for Phases 1 and 2 (see Task 3).
- > Hydrology for this site is already developed and existing flowrates will be utilized.
- > Results of the Hydrology and Hydraulics and Geomorphic Analysis will be included in the Design Reports of the listed design phases.

Task Deliverables

- > Updated Wetland Delineation Report.

3. Task 3: Preliminary Plans and Design Report (30% and 60% Design)

All modeling and preliminary design is complete. Phase 2 will start at 30% design.

Additional design tasks necessary to support the Pioneer Park Riparian Restoration project and to provide the City with a final design package signed by a licensed professional engineer in the State of Washington include the following:

Reference: Pioneer Park Riparian Restoration Amendment #3

1 Phase 2 Design

1.1 30% design development

- A 30% report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the concept alternatives phase, and proposed concept moving forward.

1.2 60% design development

- 60% design development stage will be focused on advancing the chosen preferred Conceptual Alternative to a level that can be used for project permitting. 60% level plan set (Permit Set) limited to required information for permitting.
- 60% Engineers Cost Estimate and Specifications Outline – Stantec will develop an Engineers Cost Estimate based on 60% level quantities. A specification outline will also be developed in collaboration with cost estimate.
- 60% Design Report – A Design Report will be developed based on the Conceptual Alternatives Memorandum. This report will include documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, a summary of the Concept Alternatives Memorandum, and chosen alternative. The report will also document the hydrology and hydraulic model approach and results.

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Preliminary design for Phase 2 is complete. No Alternatives will be completed for Phase 2.
- > Milestone deliverables will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.
- > Milestone deliverables at 30%, 60%, and 90% will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > Specification will follow WSDOT and Stantec will only develop special provisions for delivery to the City. Tumwater will be responsible for all other sections of the bid book and for compiling the book for advertisement.

Task Deliverables

- > 30% Design Plans (Phase 2)
- > 60% Design plans including 60% TESC, dewatering, and stream diversion plans (Phase 2)
- > 60% design report (Phase 2)
- > 60% Engineer's cost estimate (Phase 2)
- > 60% special provisions outline (Phase 2)
- > 60% cut and fill volumes for permitting (Phase 2)
- > 60% environmental permit identification (Phase 2)

4. Task 4: Permitting and Environmental Compliance

Stantec will engage with the Corps and Ecology with support from the City at the conceptual design phase to obtain buy-in to facilitate the permitting process. Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- Hydraulic Project Approval (HPA)
- State Environmental Policy Act (SEPA)
- Water Quality Certification (Section 401)
- JARPA (Section 404)
- Critical Areas Report

Reference: Pioneer Park Riparian Restoration Amendment #3

- **No-Rise Certification Statement**

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

- 319 Load Reduction Reporting – STEPL
- National Pollutant Discharge Elimination System (NPDES)

Task Assumptions

- > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required.
- > Water Quality Certification (Section 401) will be included in the JARPA permitting process.
- > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required.
- > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the Phase 2 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract.
- > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort.
- > NPDES compliance will be limited to a Stormwater Pollution Prevention Plan (SWPPP) and submittal of Notice of Intent to the Department of Ecology under EPA's 2022 Construction General Permit.
- > The City is responsible for all permit fees.
- > Permits will be submitted, and comments will be addressed during a single round of submittal, review, and resubmit to agencies.
- > Permits not listed above shall not be covered by this scope of work but may be added through a change order.

Task Deliverables

- > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

Reference: Pioneer Park Riparian Restoration Amendment #3

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents. Stantec will conduct an Internal Technical Review and will utilize feedback to finalize the 90% design. Stantec will prepare a 90% Plan submittal that will incorporate all changes made during the 90% design phase.

1 Phase 1 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

2 Phase 2 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - TESC, staging, dewatering, and stream diversion plan
 - Structure plan, profile, and details
 - Large woody debris and/or other habitat elements details
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision.
- > The 90% plan set will include permit conditions where feasible.
- > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken).
- > Plan set estimated to be 25 sheets total.
- > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.
- > USACE permitting process assumed to be 2 years from date of submittal before work will begin on the 90% Plans and Design Report.

Task Deliverables

- > 90% Design Plans
- > 90% Engineer's Cost Estimate
- > 90% Draft Technical Specifications
- > 90% Design Report

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. Final Plans will be completed for Phase 1 and Phase 2.

The Final Design Set will include:

- Final Construction Plans (signed and stamped by a licensed Washington engineer)
- Final Engineer's Cost Estimate and Technical Specifications
- Final Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.
- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Design Report
- > Final No-Rise Certification Documentation

Reference: Pioneer Park Riparian Restoration Amendment #3

7. Proposed Schedule

Updated Schedule	
Task/Deliverable	Completion Date
Phase 1*	
Permitting and Environmental Compliance	02/01/2025
90% Plans and Design Report	02/15/2024
Final Plans and Design Report	03/01/2025
Phase 1 Construction Bidding (not included in scope)	03/01/2025
Phase 1 Construction Start (support not included in scope)	07/15/2025
Phase 2	
30% Design Plans and Design Report	03/01/2025
60% Design Plans and Design Report	11/15/2025
Permitting and Environmental Compliance	03/01/2026
90% Plans and Design Report	07/01/2026
Final Plans and Design Report	02/01/2027
Phase 2 Construction Bidding (not included in scope)	02/01/2027
Phase 2 Construction Start (support not included in scope)	05/01/2027

*The remainder of Phase 1 design tasks are dependent on results of the updated wetland delineation report. Wetland delineation can occur upon receipt of notice to proceed from the City, provided permitting agencies' determination that a wetland delineation conducted outside of growing season would be acceptable for compliance determinations.

8. Proposed Budget

The total fee for the work described above is \$393,984. Stantec will utilize the remaining budget from the original SPA fee and is requesting an additional \$190,285 to complete this work.

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Task 1: Project Management and Meetings	\$26,828	\$13,081	\$39,396	\$79,305
Task 2: Data Collection and Analysis	\$43,484	\$17,583	\$14,650	\$75,717
Task 3: Preliminary Plans and Design Report (30% and 60% Design)				
Phase 1	\$34,361	\$15,055	-	\$49,416
Phase 2	-	-	\$51,268	\$51,268
Task 4: Permitting and Environmental Compliance				
Phase 1	\$20,430	\$1,746	-	\$22,176

January 27, 2025
City of Tumwater
Page 11 of 11



Reference: Pioneer Park Riparian Restoration Amendment #3

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Phase 2	-	-	\$16,686	\$16,686
Task 5: 90% Plans and Design Report				
Phase 1	\$19,174	\$1,519	\$18,386	\$39,079
Phase 2	-	-	\$19,916	\$19,916
Task 6: Final Plans and Design Report				
Phase 1	\$9,467	\$971	\$14,976	\$25,414
Phase 2	-	-	\$15,007	\$15,007
Total Project Cost	\$153,744	\$49,955	\$190,285	\$393,984

Respectfully,

STANTEC CONSULTING SERVICES INC.

Kelly Swindle MPS, RPBio
Stantec
Project Manager
Mobile: 564-219-0374
kelly.swindle@stantec.com

Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

Design with community in mind

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Second Amendment ("Amendment") is dated effective this 7 day of August, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, and amended by First Amendment dated July 19, 2022, (collectively, the "Agreement") whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for providing the additional services during the extended term.

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

1. SCOPE OF SERVICES.

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

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2027.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed Forty Nine Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$49,955.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, and this Second Amendment shall be an amount not to exceed Two Hundred Three Thousand Six Hundred Ninety Nine and 00/100 Dollars (\$203,699.00).

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

DocuSigned by:

Debbie Sullivan

945DD015DF7D4C0
Debbie Sullivan
Mayor

Signature (Notarized – see below)

Printed Name: ~~Joe Richards~~ Joseph Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:

Melody Valiant

E67EE580BA04BB
Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

5011BA3DE4C345C
Karen Kirkpatrick, City Attorney

State of Oregon

County of Multnomah

I certify that I know or have satisfactory evidence that Joseph Richards 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 Principal Engineer, and Signatory to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

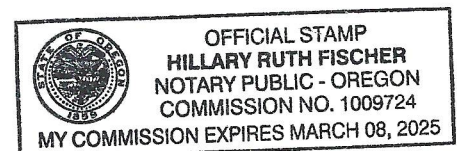
Dated: 08/07/2023

(Signature)

Notary Public in and for the State of Oregon

My appointment expires 03/08/2025

Second Amendment to Service Provider Agreement - Page 3 of 3
Pioneer Park Riparian Restoration



**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This First Amendment ("Amendment") is dated effective this 19th day of July, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29th, 2022, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

B. Section 14 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to comply with State funding requirements by including express Third Party Rights for the Department of Ecology.

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

1. THIRD PARTY RIGHTS.

A new section 24 is hereby added as follows:

24. THIRD-PARTY RIGHTS.

The Agreement is between the signatory Parties and does not create any third-party rights, except the Washington State Department of Ecology is an express third-party beneficiary to the Agreement.

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

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

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Ave STE 1400
Portland, OR 972304-3128

DocuSigned by:
Debbie Sullivan
945DD615DF7B4C0
Debbie Sullivan, Mayor

[Signature]
Signature (Notarized – see below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:
Melody Valiant
C727D88D755A4FB
Melody Valiant, City Clerk

APPROVED AS TO FORM:

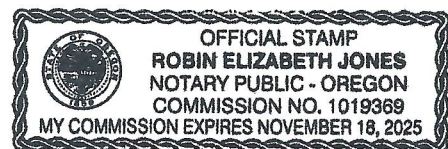
DocuSigned by:
Karen Kirkpatrick
5011BA3DE4C345C
Karen Kirkpatrick, City Attorney

State of Oregon)
) ss
County of Multnomah

I certify that I know or have satisfactory evidence that Joe Richards 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 Principal Engineer of Stantec Consulting Services to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 26, 2023

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 11/18/2025



**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

PIONEER PARK RIPARIAN RESTORATION

THIS AGREEMENT is made and entered into in duplicate this 29th day of June, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and STANTEC CONSULTING SERVICES INC., a ~~Washington~~ ^{New York} 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 June 1, 2022, and shall be completed no later than December 31, 2024. 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. SERVICE PROVIDER reserves the right to terminate this Agreement at any time, in whole or in part, by sixty (60) days' written notice to 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 **One Hundred Fifty Three Thousand Seven Hundred and Forty Four and 00/100 Dollars** (\$153,744.00) 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 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 all actual or alleged negligent acts and for all actual or alleged negligent 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 reasonable attorney fees) to or by any and all persons or entities, including, without limitation, their

SERVICE PROVIDER AGREEMENT – Pioneer Park Riparian Restoration - Page 3 of 11

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 reasonable 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 an occurrence basis with limits of no less than \$2,000,000 per claim, and \$2,000,000 policy aggregate limit.

C. With the exception of Professional Liability, 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.

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.

Upon full payment of all monies owed to SERVICE PROVIDER, 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.

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the SERVICE PROVIDER harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the ASSETS by the CITY or any person or entity that obtains the ASSETS from or through the CITY.

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 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 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.

D. Notwithstanding the foregoing, the CITY's right to inspect, copy and audit shall not extend to the composition of the SERVICE PROVIDER'S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

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. 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.

23. WAIVER OF CONSEQUENTIAL DAMAGES

Neither the CITY nor the SERVICE PROVIDER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

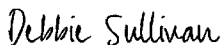
Signatures on next page

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

DocuSigned by:



945DD615DF7D4C0...

DEBBIE SULLIVAN
Mayor

SERVICE PROVIDER:


Stantec Consulting Services, Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone Number: 503-830-9669

Signature (Notarized – see below)

Printed Name: Joe RichardsTitle: Principal Engineer

ATTEST:

DocuSigned by:



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Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

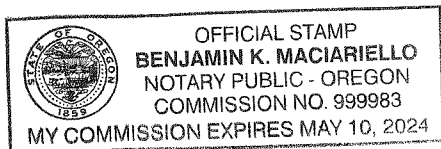


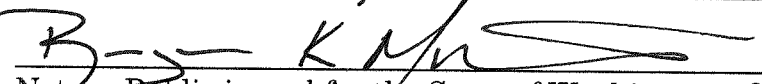
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Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON Oregon
COUNTY OF ~~THURSTON~~ Multnomah

I certify that I know or have satisfactory evidence that Joe Richards (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 Principal Engineer (title) of Stantec Consulting Services (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: June 27, 2023


Notary Public in and for the State of Washington, Oregon
My appointment expires: May 10, 2024



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

April 25, 2022

Project/File: City of Tumwater Pioneer Park Project

Dan Smith

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration

Project Understanding

Cardno, now Stantec, worked previously with the South Puget Sound Salmon Enhancement Group (SPSSEG) in 2012 and 2015 to review existing conditions and develop multiple alternatives for the Pioneer Park Project to reduce channel migration. Our conceptual designs balanced multiple stakeholder interests, including infrastructure, bank stability, sediment loading, and floater safety. Although the designs are no longer feasible due to excessive bank migration since 2015, the concept alternatives should still be viable to assist in addressing the project objectives.

The SPSSEG funded Pioneer Park Project objectives included: 1) limiting channel migration, 2) rehabilitating aquatic habitat within the project reach, 3) reducing fine grained sediment loading into the river (TMDL/Water Quality), 4) constructing features that are safe for river users, and 5) maintaining park aesthetics.

This 2022 Pioneer Park Restoration Project (Project) has many similarities to the SPSSEG funded endeavor with a shift in funding and emphasis. The site is in the same location and as stated previously the bank migration has continued and the fundamental objectives remain the same, but the funding source is now the Department of Ecology, shifting project emphasis towards reducing fine grained sediment loading in accordance with the TMDL. An initial project development step is to confirm objectives in collaboration with the City of Tumwater (City) to ensure that our team is in alignment with the project proponents. The project is divided into six tasks as described in the following sections.

Design with community in mind

Reference: Pioneer Park Riparian Restoration

1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

- 1.1. Joe Richards will serve as the Project Manager and Principal in Charge. He will be responsible for overseeing and directing all aspects of project management. Chris Donley will serve as deputy PM and will provide oversight of QA/QC for the project. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.
- 1.2. Up to five (5) meetings will be held throughout the course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual (or coordinated for times where Stantec staff is on-site for scheduled work).

ASSUMPTIONS
<ul style="list-style-type: none"> > The duration of the project will continue through the construction of the project, which we assumed shall occur during the in-water work window of 2024. Assuming May 17th NTP (11/15/2024 Construction Complete). > For budgeting purposes meeting duration is assumed to be no more than two (2) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members. > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
RESPONSIBILITIES
<ul style="list-style-type: none"> > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails. > Meeting Minutes for all meetings between Stantec and the City as listed above.

2. Task 2: Data Collection

Stantec will be responsible for data collection including topographic survey, hydrologic, hydraulic, and geomorphic analysis of the Pioneer Park Riparian Restoration project to provide the City with a final design package signed by a licensed professional engineer in the State of Washington. This will include the following:

- 2.1. Survey, Hydrologic, Hydraulic, and Geomorphic Analysis
 - Stantec, at a minimum, shall collect the existing top and toe of bank topography as needed to accurately portray the existing conditions on the plan set. New topography as well as channel cross sections and channel thalweg shots are needed to update and verify the hydraulic model. Additional bank features including vegetation as well as structure corners should also be verified during the survey. This data will be collected within the focus area using global positioning system (GPS) survey methods in real-time kinematic (RTK) mode.

Reference: Pioneer Park Riparian Restoration

- Hydrologic and Hydraulic Analysis within a HecRAS 2D Model will be completed to represent existing conditions at the site. The Existing Conditions model, used as the baseline for the Proposed Conditions model, will be calibrated and validated to known data points from nearby stream gauges and relevant flood photo information where available. Stantec will assume a maximum number of 4 steady-state flows to be run at each design iteration.
- The Proposed Conditions hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. This will be done to meet the requirements of the no-rise condition (assuming that is the direction the City intends to follow), as well as show the localized effects of proposed design including depth, velocity, and shear stress to inform the design of the project.
- In the initial phase of site investigation, Stantec design engineers/geomorphologists will conduct a site assessment, photograph, and visually inspect the project site to assess reach-scale processes including local flow, scour, sediment characteristics, large woody debris (LWD) accumulations, hydraulic roughness and function, geomorphic conditions and stability of banks, with an emphasis placed on identifying existing hydraulic and geomorphic conditions. As Stantec conducts this work, they will be visualizing and discussing potential design alternatives, efficiently beginning the design process.

2.2. Cultural Resources and Wetlands

- A desktop cultural resource review will be initiated, and the findings of this effort may lead to a pedestrian survey as required by GEO 21-02. This task also includes a cultural resources report and an inadvertent discovery plan as required by the funding agency.
- A field delineation of the wetlands and waters will be conducted for the area, including mapping of ordinary high-water mark. Delineation will meet USACE and Washington Department of Ecology standards and will be used to guide permitting of the project. The site cultural resources report and inadvertent discovery plan must be completed and approved by Ecology and the Tribes prior to ground disturbing activities.

Task Assumptions
<ul style="list-style-type: none"> > One (1) iteration of the hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort. > Data collected from the site assessment will be incorporated into the 30% design report (see Task 3). > A Cultural Resource Pedestrian Survey is not included in this scope of work. If necessary due to results from desktop review or agency consultation it will be added through a change order process.
Task Deliverables
<ul style="list-style-type: none"> > Existing Conditions Hydraulic Model > Hydrology and Hydraulics Appendix for Design Report (provided at each of the 30%, 60%, 90%, and 100% design phases) > Geomorphic Analysis Appendix (provided at each of the 30%, 60%, 90%, and 100% design phases)

Reference: Pioneer Park Riparian Restoration

- > Final Proposed Conditions HecRAS 2D Model shall be supplied to the City upon project completion.
- > Technical memo reporting the cultural resources desktop review findings and an inadvertent discovery plan as required by the funding agency.

3. Task 3: Preliminary Plans and Design Report

3.1. Concept Alternatives (30% Design)

- At the 30% Design level, Stantec will create a maximum of 3 design alternatives in collaboration with the City.
- A 30% Concept Alternatives Evaluation Matrix will be completed for the City to utilize in stakeholder discussions. Matrix will include issues relevant to the decisions making process such as potential cost, timeline, impact to recreation and park usage, bank stability, habitat or stream restoration enhancements, etc. in coordination with the City.
- A 30% Design Report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the Concept Alternatives phase and proposed concept moving forward.

3.2. 60% design development

60% design development stage will be focused on advancing the chosen 30% preferred alternative to a level that can be used for project permitting. The 60% level design and report will contain the following:

- 60% level plan set (Permit Set) limited to required information for permitting
- 60% Engineer's Cost Estimate

Reference: Pioneer Park Riparian Restoration

Task Assumptions
<ul style="list-style-type: none"> > Up to three (3) alternatives will be developed and prioritized. Additional alternatives may be added to the Scope of Work at approved hourly rates. > Milestone deliverables (30% and 60%) will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes). > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.
Task Deliverables
<ul style="list-style-type: none"> > 30% Design Plans > 30% Alternative Evaluation Matrix > 30% Design Report > 30% Preliminary Planning Level Cost Estimate > 60% Design Plans including 60% TESC, dewatering, and stream diversion plans > 60% Design Report > 60% Engineer's Cost Estimate > 60% Special Provisions Outline > 60% Cut/Fill Volumes for Permit Requirements > 60% Environmental Permit Identification

4. Task 4: Permitting

Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- 4.1. Archeological and Cultural Resources Report (GEO 21-02)
- 4.2. Hydraulic Project Approval (HPA)
- 4.3. State Environmental Policy Act (SEPA)
- 4.4. Water Quality Certification (Section 401)
- 4.5. JARPA (Section 404)
- 4.6. Critical Areas Ordinance Certificate of Compliance
- 4.7. No-Rise Certification Statement
- 4.8. 319 Load Reduction Reporting - STEPL

Reference: Pioneer Park Riparian Restoration

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

Task Assumptions
<ul style="list-style-type: none"> > All meetings and communication associated with Task 4, are covered under this task. > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required. > Water Quality Certification (Section 401) will be included in the JARPA permitting process. > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required. > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract. > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort. > The City is responsible for all permit fees. > Permits will be submitted, and comments will be addressed during a single round of submittal, review and resubmit to agencies. > Permits not listed above shall not be covered by this scope of work but may be added through a change order.
Task Assumptions
<ul style="list-style-type: none"> > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents.

5.1. The 90% plan set will include:

- Cover sheet
- Notes, Legend, and Summary of Quantities
- TESC, dewatering, and stream diversion plan
- Structure plan, profile, and details
- Large woody debris and/or other habitat elements details

Design with community in mind

Reference: Pioneer Park Riparian Restoration

- Planting plan and details
- 5.2. 90% Design Report
 - 5.3. 90% Engineers Cost Estimate
 - 5.4. Technical Specifications

Task Assumptions
<ul style="list-style-type: none"> > Meetings associated with Task 5, will be covered under Task 1: Project Management and Meetings > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision > The 90% plan set will include permit conditions where feasible > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken). > Plan set estimated to be 16 sheets total. > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.
Task Deliverables
<ul style="list-style-type: none"> > 90% Design Plans > 90% Design Report > 90% Engineer's Cost Estimate > 90% Draft Technical Specifications

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. The Final Design Set will include:

- 6.1. Engineer-stamped construction-level Final Plans
- 6.2. Final Engineer's Cost Estimate
- 6.3. Technical Specifications

Task Assumptions
<ul style="list-style-type: none"> > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.

Reference: Pioneer Park Riparian Restoration

- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Design Report
- > Final No-Rise Certification Documentation

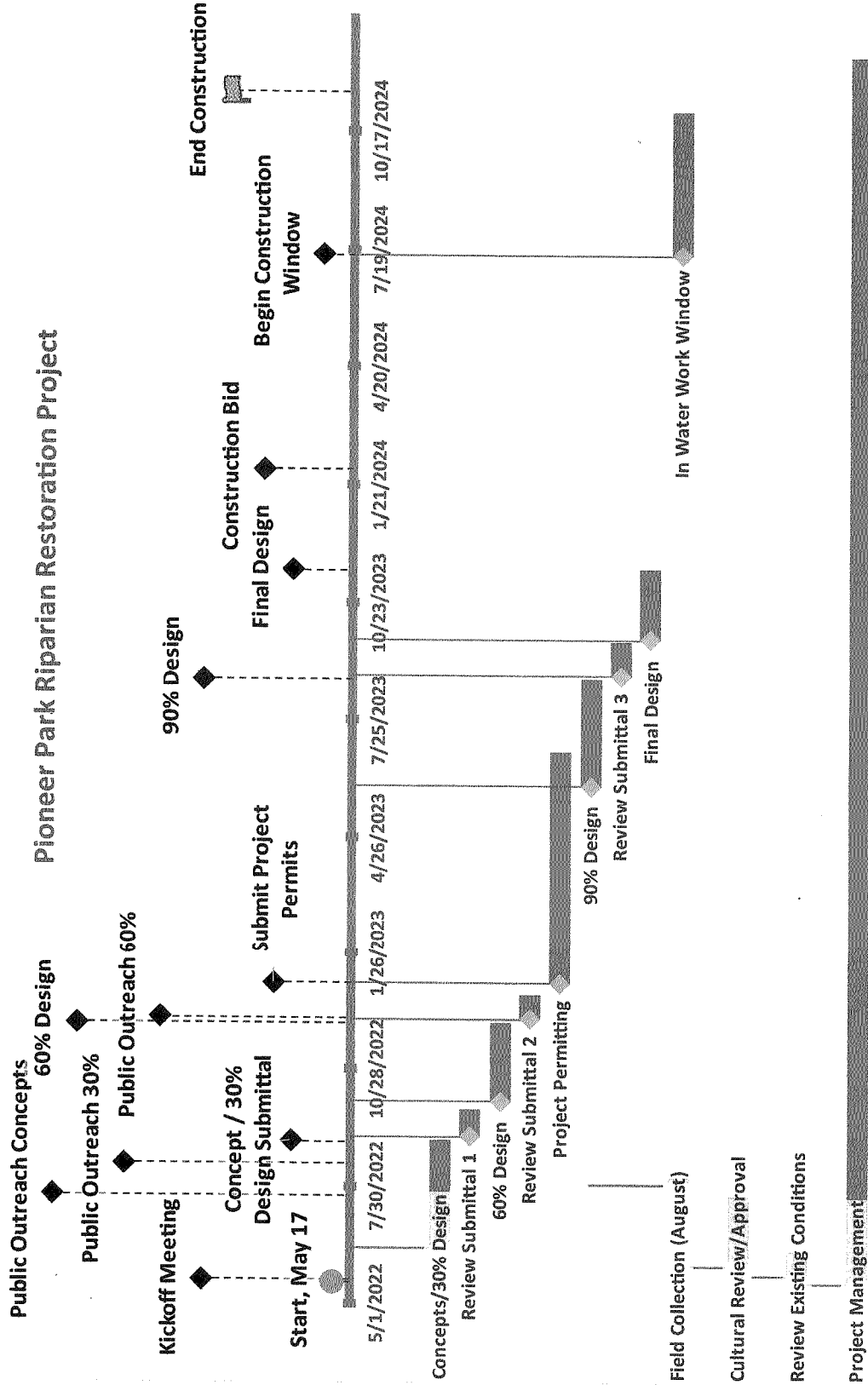
7. Proposed Schedule

Task/Deliverable	Completion Date
Notice to Proceed	5/17/2022
Kickoff meeting	5/19/2022
Draft Cultural Resources Report and Inadvertent Discovery Plan	6/15/2022
Site Investigation, Site Survey Data Collection and Analysis	7/20/2022
Concept Alternatives (30% Design)	9/02/2022
60% Design Plans, Design Report, and Cost Estimate	12/02/2022
JARPA Submittal	1/02/2023
90% Design Plans, Design Report, Cost Estimate, and Technical Specifications	8/25/2023
100% Design Plans, Design Report, Cost Estimate, and Technical Specifications	11/17/2023
Bid Solicitation	2/02/2024
Construction	7/15/2024

Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128



Pioneer Park Riparian Restoration Project





Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

8. Proposed Budget

Top Task/Deliverable	Top Task Budget
Task 1: Project Management and Meetings	\$26,828
Task 2: Data Collection	\$43,484
Task 3: Preliminary Plans and Design Report	\$34,361
Task 4: Permitting	\$20,430
Task 5: 90 Percent Plans and Design Report	\$19,174
Task 6: Final Plans and Design Report	\$9,467
Total Project Cost	\$153,744

Respectfully,

STANTEC CONSULTING SERVICES INC.

Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

Design with community in mind

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington)

) ss

County of)

Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

Joe Richards

, being first duly sworn, on their oath, states

that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby

certifies that Stantec, Inc. is in compliance

(Name of Firm)

with TMC 3.46.

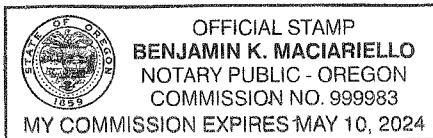
Signed

Joe Richards

Type/Print Name

Subscribed and sworn to before me this 28 day of June, 2022Benjamin K Maciariello

Type/Print Name



Notary Public in and for the State of

Washington, OregonMy commission expires May 10, 2024

TO: City Council
FROM: Chuck Denney, Parks and Recreation Director
DATE: November 18, 2025
SUBJECT: Land License with EarthScope Consortium, Inc for GPS Station at Tumwater Hill Park

1) Recommended Action:

Authorize the Mayor to sign the Land License with EarthScope Consortium, Inc for the GPS Station at Tumwater Hill Park.

The license was recommended for approval on the consent calendar at the November 6, 2025 Public Works Committee Meeting.

2) Background:

A Geodetic Monitoring Station was installed at Tumwater Hill Park by the US Geological Survey (USGS) after the 2007 earthquake. Drilled into the bedrock at the top of Tumwater Hill, it's not a seismograph, but measures movement and shifts mainly between earthquake events.

The current land license for this station has expired and this new lease will provide for continued operation of the station through September 2035.

3) Policy Support:

Evaluate and promote City programs to reduce risk to life and property throughout our community.

We act to preserve and enhance the natural environment and the social fabric of our community.

4) Alternatives:

- ☐ Approve Land License
 - ☐ Do not approve/request removal
-

5) Fiscal Notes:

This is a no cost lease and presents no expenses to City operations.

6) Attachments:

A. License Agreement

NOTA Site: TWHL
 NOTA Representative(s):
 Hall
 NOTA Region: NW



Contact Name: Chuck Denney
 City of Tumwater
 Mailing Address:
 821 Airport Ct
 Tumwater, WA 98501
 Phone: (360)754-4160
 Alt Phone: (360)239-6314
 Email: CDenney@ci.tumwater.wa.us

Geodetic Monitoring Station Land Use License Agreement

THIS Geodetic Monitoring Station Land Use License Agreement (hereinafter "License"), is entered into as of October 29, 2025, by and between City of Tumwater, together with its successors and assigns (hereinafter "Licensor" or "City"), and **EarthScope Consortium, Inc., a Delaware Nonprofit Nonstock Corporation, together with its successors, and assigns** (hereinafter "Licensee" or "EarthScope"), for the purpose to install, operate, maintain, and service Global Navigation Satellite System (GNSS) monuments, Global Positioning System (GPS) monuments, and other related earth monitoring instrumentation which measure ground shifts caused by earthquakes and slow fault slip between earthquakes at the location specified below and in attached Exhibit A:

County: Thurston	City: Tumwater	State: WA	Address: Tumwater Hill Park, just east of the Tumwater Hill Elementary School
Latitude: 47.015905	Longitude: -122-922875	Description: GPS Station	

IT IS HEREBY AGREED AS FOLLOWS:

1. This License is valid for a period of 10 years, commencing on the 25th of September, 2025, and shall expire on the 24th of September, 2035. If Licensee is in good standing with Licensor at the expiration of the initial License period and the License has not been terminated, the License may be renewed for two consecutive five (5) year terms upon mutual agreement of the parties. The Licensor reserves the right to terminate this License at any time, with or without cause, upon submitting written notice to the Licensee. The termination will take effect thirty (30) days from the date Licensee receives the written notice from Licensor. In the event Licensor terminates this License, Licensee will have sixty (60) days from the termination date, or ninety (90) days from the day Licensor submits written notice to Licensee, to remove all of Licensee's equipment from Licensor's property.
2. Licensee shall give Licensor a sixty (60) day written notice prior to any assignment of this License. Licensee shall also provide Licensor with a copy of any such assignment.
3. The Licensee will notify the Licensor at least seven (7) days prior to the day of installation of any mutually agreed upon equipment described in Exhibit A. Any modifications or additions to the equipment described in Exhibit A must be approved in writing by the City prior to installation. The Licensee will give the Licensor reasonable notification prior to entry for any maintenance visits, if such visits are required.
4. The Licensee accepts the premises in an "as is" condition and, upon completion of the License, Licensee agrees to restore the premises as reasonably as possible to the condition at the start of the License.
5. The Licensee agrees to maintain the premises in a safe manner.
6. The Licensee shall install and maintain the GNSS/GPS monument, instruments, and ancillary equipment on the lands of the Licensor with reasonable diligence and precaution to avoid damage to the land, property, or personnel.
7. Licensee shall indemnify, defend, hold harmless, and release the City from any liability, action, claim, suit, loss, property damage, or personal injury of whatever kind relating to or arising from any act of commission or omission by itself, its agents, employees, or authorized representatives, or related to or arising from the exercise of the rights or privileges granted by this License. The Licensor will not be held responsible for loss of, or damage to, any of Licensee's equipment on the property.
8. The Licensor has the right and authority to enter into this License.

9. The Licenser shall give reasonable notice to Licensee of any intent to sell the property, or portion thereof, where the GPS monument is located.

10. Emergency twenty-four (24) hour contact number(s) must be provided and/or displayed on Licensee's equipment. The contact for emergencies is: 1-866-381-7507 or 303-381-7559 for any questions, comments, concerns, or inquiries related to this License.

11. The laws of the State of Washington shall govern any action arising out of or relating to this License.

12. This License constitutes the entire agreement between Licenser and Licensee. No oral agreements, licenses, warranties, representations, licenses, permits, or promises have been entered into, and all modifications or notices shall be in writing and mutually agreed upon to be valid. This License voids and replaces any and all prior written agreements between Licenser and Licensee. These Terms may be severable and the invalidity, illegality or unenforceability in whole or in part of any provision does not affect the validity of other provisions.

EARTHSOPE:

CITY:

Signature

Date

James Downing
Sr. Contracts and Permitting Manager

Signature

Date

Name: _____
Title: _____

TO: City Council
 FROM: Kelly Adams, Assistant City Administrator
 DATE: November 18, 2025
 SUBJECT: 2026 Legislative Agenda

1) Recommended Action:

Approve the City's 2026 Legislative Agenda.

The Legislative Agenda was recommended for approval on Council Considerations at the October 28 2025, Council Worksession.

2) Background:

The City annually adopts a Legislative Agenda to guide the policy and funding requests for the State Legislature. Requests are developed by reviewing the City's adopted plans, trending issues at the Legislature, emergent policy issues, Association of Washington Cities (AWC) legislative issues, and regional legislative initiatives. The legislative agenda both guides City requests for Legislative action and assists staff in knowing how to respond to requests of the City's position on policy issues. The AWC Legislative info is available at: <https://wacities.org/advocacy/City-Legislative-Priorities>.

At the October 28, 2025, Worksession, Council moved to consider the following legislative priorities at the next regular meeting:

- **Restoration of \$2M in funding for prairie habitat acquisition to support the Habitat Conservation Plan (HCP) development.** To initiate the HCP, the City seeks \$2 million to acquire a portion of Tickner Farms which the U.S. Fish and Wildlife Service identified as prime prairie and wetland habitat. Partnerships with federal programs, grants, and conservancies are underway, allowing the program to become self-sustaining through habitat conservation fees on future development applications.
- **Support funding for brewery district redevelopment planning.** The City of Tumwater is preparing a new Planned Action Environmental Impact Statement (EIS) to promote redevelopment in the Brewery District, addressing long-standing environmental, infrastructure, and regulatory issues. The EIS will examine multiple development options, assess environmental impacts and cleanup needs, and recommend mitigation measures to make redevelopment more feasible.
- **Support funding for design of the E Street connection.** The City of Tumwater is in the initial planning stages of the E Street Connection, a new east-west transportation corridor that will link Capitol Boulevard and Cleveland Avenue. This project aims to reduce congestion and enhance regional mobility. Designed to accommodate 28,200 vehicles daily—primarily commuters and commercial traffic—the project will include a 1,350-foot bridge over the Deschutes River and a rail line, as well as two roundabouts and various multimodal amenities to ensure safety and accessibility.

A draft handout (Attachment A) provides information on the above items, and shares the

City's support for AWC and regional priorities from the Thurston Shared Legislative Agenda Partnership. The Partnership works to advance regional priorities for the upcoming State Legislative session. These priorities, when approved, will provide multiple and broad benefits to the entire region due to the significant scope and impact across and between entities.

3) Policy Support:

Strategic Priority: "Pursue Targeted Community Development Opportunities" –

- Facilitate Brewery Redevelopment
- Facilitate Capitol Boulevard Corridor Redevelopment

Strategic Priority: "Create and Maintain a Transportation system Safe for All Modes of Travel"

- Design and build the E Street Connection

Strategic Priority: "Be a Leader in Environmental Sustainability"

- Bush Prairie HCP Carbon Sequestration
-

4) Alternatives:

- ☐ Do not adopt a Legislative Agenda
 - ☐ Make changes to the proposal
-

5) Fiscal Notes:

There is no specific cost to the Legislative Agenda, although specific projects may have costs reflected in various City plans and budgets.

6) Attachments:

- A. Tumwater 2026 Legislative Priorities
- B. AWC 2026 Legislative Priorities

2026 Tumwater Legislative Priorities

RESTORE \$2M IN FUNDING FOR PRAIRIE HABITAT

The City of Tumwater and the Port of Olympia are developing a 30-year Habitat Conservation Plan (HCP) to protect the federally endangered species and its prairie habitat, thereby allowing land to be used for state-mandated housing, jobs, and community development.

To initiate the HCP, the City seeks **\$2 million to acquire a portion of Tickner Farms** which the U.S. Fish and Wildlife Service identified as prime prairie and wetland habitat. Partnerships with federal programs, grants, and conservancies are underway, allowing the program to become self-sustaining through habitat conservation fees on future development applications.

**OVER THE NEXT 20 YEARS,
THE HCP CAN HELP THE CITY
ACCOMMODATE:**

9,000 +
housing units

10,000 +
jobs

17,000 +
new residents

\$550K TO SUPPORT BREWERY DISTRICT REDEVELOPMENT

The City of Tumwater is preparing a new Planned Action Environmental Impact Statement (EIS) to promote redevelopment in the Brewery District, addressing long-standing environmental, infrastructure, and regulatory issues. The EIS will examine multiple development options, assess environmental impacts and cleanup needs, and recommend mitigation measures to make redevelopment more feasible.

Guided by a Policy Advisory Committee made up of community and industry leaders, the process establishes a clear framework for investment and revitalization. The City requests \$550,000 in state funding to initiate the year-long EIS in 2026, building on decades of public input and planning efforts, including the Brewery Action Plan (2011) and the updated Brewery District Plan (2020).

\$6.6M TO CONNECT THE COMMUNITY VIA E STREET

The City of Tumwater is in the initial planning stages for the E Street Connection, a new east-west transportation corridor that will link Capitol Boulevard and Cleveland Avenue. This project aims to reduce congestion and enhance regional mobility. Designed to accommodate 28,200 vehicles daily—primarily commuters and commercial traffic—the project will include a 1,350-foot bridge over the Deschutes River and a rail line, as well as two roundabouts and various multimodal amenities to ensure safety and accessibility.

With **\$2.1 million invested locally**, the City seeks an additional \$6.6 million in state transportation funding. This funding will be used to complete the design, engineering, and permitting processes, acquire necessary right-of-way, and finalize the project footprint based on community feedback. The E Street Connection will complement Tumwater's broader vision for a vibrant, walkable economic hub, centered around the Craft District, Brewery property, regional trails, and the city's natural surroundings along the Deschutes River.



2026 Tumwater Legislative Priorities

SUPPORT THURSTON REGIONAL PRIORITIES

Stakeholders across Thurston County take a regional approach when it comes to visioning our future as an integrated and interdependent endeavor. To that end, we support the priorities identified in their 2026 legislative agenda, which include:

- **Regional Meat Processing Infrastructure** (Phase 2) \$500,000
- **Restoring Habitat Conservation Plan Resources** \$2,000,000
- **SPSCC Health Education Center**: Modified Pre-design work \$750,000
- **Thurston County Regional Justice Center** \$5,000,000
- **Increasing Regional Basic Law Enforcement Academies** \$1,000,000



SUPPORT AWC PRIORITIES

Similarly, the City of Tumwater supports AWC's advocacy on behalf of cities. Specifically, we highlight the following priorities from the AWC agenda for 2026:

- **State-shared revenues**: Preserve state-shared revenues that provide critical fiscal certainty and sustainability for city services.
- **Indigent defense**: Invest more in municipal indigent defense to assist with current needs and address the new Washington Supreme Court-ordered reductions in caseloads, and explore creation options to increase the public defense workforce.
- **Local transportation needs**: Provide more sustainable resources for local transportation operations and maintenance needs.



Our Mayor and Council

Debbie Sullivan, Mayor
 Leatta Dahlhoff, Mayor Pro Tem
 Angela Jefferson, Councilmember
 Joan Cathey, Councilmember
 Eileen Swarthout, Councilmember
 Michael Althaus, Councilmember
 Peter Agabi, Councilmember
 Kelly Von Holtz, Councilmember

Contact Us:

Kelly Adams
 Assistant City Administrator
 360.754.5867
kadams@ci.tumwater.wa.us

Katie Whittier
 CFM Advocates
 360.515.1690
katiw.cfmnpnw.com

2026 City Legislative Priorities

Cities and towns are home to 66% of Washington's residents, drive the state's economy, and provide the most accessible form of government. The success of our cities and towns depends on adequate resources and community-based decision-making to best meet the unique needs of our communities.

Washington's 281 cities and towns ask the Legislature to partner with us and act on the following priorities:



Indigent defense

Increase state support and funding for indigent defense services to meet existing needs as well as the new lower caseload mandates ordered by the Washington Supreme Court. Enhance state support for increasing the indigent defense workforce with incentives and programs to encourage more public defenders.



Transportation

Increase sustainable revenue that supports local transportation preservation, maintenance, and operations and includes direct distributions to cities and towns. Continue to support efforts to improve traffic safety. Explore revenue tools such as a highway usage fee, a retail delivery fee, expanded transportation benefit district (TBD) authority, or a "sidewalk utility."



Housing supply

Provide time to implement recent state housing legislation. Increase housing investments to meet needs across the housing continuum, including construction and preservation of affordable housing, home ownership, and senior housing. Support tools to better coordinate urban growth area (UGA) development and funding options such as a local option real estate excise tax, short-term rental tax, and expanded use of lodging taxes for housing.



Shared revenues

Continue the historical revenue-sharing partnership between the state and its cities and towns, which provides stability and continuity for local budgets. Preservation of these resources, such as liquor revenues and criminal justice assistance funds, are indispensable to local fiscal sustainability and predictability.



Contact: **Candice Bock**
Government Relations Director
candiceb@awcnet.org



TO: City Council
 FROM: Shawn Crimmins, Deputy Fire Chief
 DATE: November 18, 2025
 SUBJECT: Alternative Response Team Grant Agreement with the Association of Washington Cities

1) Recommended Action:

Authorize the Mayor to sign the Alternative Response Team Grant Agreement with the Association of Washington Cities

2) Background:

In 2024 the City of Tumwater entered into an interlocal agreement with the City of Olympia for a "FDCARES" or Fire Department Community Assistance, Referral, and Education Services program. The agreement provided for a half-time position to serve clients in Tumwater. Recently we have been awarded an Alternative Response Team Grant from the Association of Washington Cities to assist in funding this position full-time. The grant term is July 1, 2025 through June 30, 2026. The grant can be renewed up to two additional periods through June 2028.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity

- Develop innovative partnerships and strategies with community human and social services organizations to improve service delivery to people in need, including senior citizens, low-income residents, and others.

Provide and Sustain Quality Public Safety Services

- Develop innovative initiatives and programs to address growing service demands.
 - Explore and implement partnerships to improve efficiency of service delivery.
-

4) Alternatives:

- ☐ Do not approve
-

5) Fiscal Notes:

Grant will reimburse up to \$111,178 for July 1, 2025 – June 30, 2026. Can reapply to continue grant funding two times through June 30, 2028.

6) Attachments:

A. ARTG Agreement with the Association of Washington Cities

**Association of Washington Cities
Grant (“Grant”) with**

City of Tumwater
through

The Alternative Response Team Grant
A program supported by the Washington Health Care Authority
and funded through the Washington State Operating Budget

For

Jurisdiction Name	City of Tumwater
Program Description	Supporting the operation of the Tumwater CARES Team designed to work with individuals to increase their awareness of available local services, connect them with relevant services, and provide tools to mitigate mental and health and physical well-being concerns.

Start date: July 1, 2025

End date: June 30, 2026

FACE SHEET

Grant Number: ART25-12

Association of Washington Cities (AWC)

Alternative Response Team Grant (ARTG)

Senate Bill 5167 (State operating budget) went into effect on July 1, 2025. The purpose of this grant is to assist cities with the documented costs to create co-responder programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams. AWC has determined that entering into a Contract with the City of Tumwater will meet the goals of these funds.

1. Grantee City of Tumwater		2. Grantee Doing Business As (optional)	
3. Grantee Representative Brian Hurley Fire Chief (360) 754-4170 bhurley@ci.tumwater.wa.us		4. AWC Representative Emma Shepard Special Projects Coordinator (360) 753-4137 emmas@awcnet.org 1076 Franklin Street SE Olympia, WA 98501	
5. Grant Amount \$111,178	6. Start Date July 1, 2025	7. End Date June 30, 2026	8. Tax ID # 91-6001520
9. Grant Purpose Establish an alternative response team program as described in Attachment A.			
AWC and the Grantee, as defined above, acknowledge and accept the terms of this Grant and attachments and have executed this Grant on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Grant are governed by this Grant and the following other documents incorporated by reference: Grantee General Terms and Conditions including Attachment "A" – Scope of Work; Attachment "B" – Budget & Budget Narrative; Attachment "C" – Grantee Data Collection; Attachment (D) – Grantee Agent(s).			
FOR GRANTEE		FOR Association of Washington Cities	

FACE SHEET

Debbie Sullivan, Mayor

Date

Attest:

Melody Valiant, City Clerk

Approved to form:

Karen Kirkpatrick, City Attorney

Deanna Dawson, CEO

Date

Alternative Response Team Grant Grantee Funding Agreement

1. GRANT MANAGEMENT

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

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

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

2. TERM

The initial term of the Contract shall be July 1, 2025, and continue through June 30, 2026, unless terminated sooner as provided herein. The term of the contract may be extended up to two times by an amendment signed by both parties.

3. PAYMENT

AWC shall pay an amount not to exceed \$111,178 for the performance of all things necessary for or incidental to the performance of work as set forth in the ARTG Application and described in Attachment A. Grantee's compensation for services rendered shall be based on the completion of duties as outlined in the ARTG application, in Attachment A, in accordance with the following sections.

4. BILLING PROCEDURES AND PAYMENT

AWC will reimburse Grantee upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for AWC not more often than monthly. Grantee will use the invoice form provided by AWC to request reimbursement.

The invoices shall describe and document, to AWC's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the **Grant Number ART25-12**. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement.

If errors are found in the submitted invoice or supporting documents, AWC will notify the Grantee to make corrections in a timely manner, resubmit the invoice and/or supporting documentation as requested, and notify AWC.

Payment shall be considered timely if made by AWC within forty-five (45) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Grantee.

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

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

Duplication of Billed Costs

The Grantee shall not bill AWC for services performed under this Grant, and AWC shall not pay the Grantee, if the Grantee is entitled to payment or has been or will be paid by any other source, including grants, for that service. This does not include fees charged for summer recreation programs.

Disallowed Costs

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

Final Reimbursement and Reporting Deadline

When the project is completed, the Grantee must submit a final report and supporting documents needed to close out the project no later than July 31, 2026.

AWC shall withhold 10 percent (10%) from each payment until acceptance by AWC of the final reporting from the Grantee has been submitted and verified.

Alternative Response Team Grant Grantee Funding Agreement

Upon expiration of the Contract, any claims for payment for costs due and payable under this Contract that are incurred prior to the expiration date must be submitted by the Contractor to AWC within thirty (30) calendar days after the Contract expiration date. AWC is under no obligation to pay any claims that are submitted thirty-one (31) or more calendar days after the Contract expiration date ("Belated Claims"). AWC will pay Belated Claims at its sole discretion, and any such potential payment is contingent upon the availability of funds.

5. **GRANTEE DATA COLLECTION/REPORTING REQUIREMENTS**

Grantee will submit reports, in a form and format to be provided by AWC (See Attachment C). Data must be provided to AWC along with final billing.

6. **AGENT(S)**

Agent(s) in this contract refers to any third-party entity and its employees that the Grantee has subcontracted with to provide services funded through this agreement. The Grantee is responsible for ensuring that any agent complies with the provision herein.

Any of the Grantee's agent(s) that will provide services under this contract must be listed in Attachment D – Grantee Agent(s) and must provide proof of insurance per Section 7 of this document.

7. **INSURANCE**

a. **Workers' Compensation Coverage.** The Grantee shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. This requirement includes the purchase of industrial insurance coverage for the Grantee's employees, as may now hereafter be required of an "employer" as defined in Title 51 RCW. Such workers' compensation and occupational disease requirements shall include coverage for all employees of the Grantee, and for all employees of any subcontract retained by the Grantee, suffering bodily injury (including death) by accident or disease, which arises out of or in connection with the performance of this Grant. Satisfaction of these requirements shall include, but shall not be limited to:

- i. Full participation in any required governmental occupational injury and/or disease insurance program, to the extent participation in such a program is mandatory in any jurisdiction;
- ii. Purchase workers' compensation and occupational disease insurance benefits to employees in full compliance with all applicable laws, statutes, and regulations, but only to the extent such coverage is not provided under mandatory governmental program in "a" above, and/or;
- iii. Maintenance of a legally permitted and governmentally approved program of self-insurance for workers' compensation and occupational disease.

Except to the extent prohibited by law, the program of the Grantee's compliance with workers' compensation and occupational disease laws, statutes, and regulations in 1), 2), and 3) above shall provide for a full waiver of rights of subrogation against AWC, its directors, officers, and employees.

If the Grantee, or any agent retained by the Grantee, fails to effect and maintain a program of compliance with applicable workers' compensation and occupational disease laws, statutes, and regulations and AWC incurs fines or is required by law to provide benefits to such employees, to obtain coverage for such employees, the Grantee will indemnify AWC for such fines, payment of benefits to Grantee or Grantee employees or their heirs or legal representatives, and/or the cost of effecting coverage on behalf of such employees. Any amount owed AWC by the Grantee pursuant to the indemnity may be deducted from any payments owed by AWC to the Grantee for the performance of this Grant.

Alternative Response Team Grant Grantee Funding Agreement

- b. Automobile Insurance.** In the event that services delivered pursuant to this Grant involve the use of vehicles, owned or operated by the Grantee, automobile liability insurance shall be required. The minimum limit for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- c. Business Automobile Insurance.** In the event that services performed under this Grant involve the use of vehicles or the transportation of clients, automobile liability insurance shall be required. If Grantee-owned personal vehicles are used, a Business Automobile policy covering a minimum Code 2 “owned autos only” must be secured. If the Grantee’s employees’ vehicles are used, the Grantee must also include under the Business Automobile policy Code 9, coverage for “non-owned autos.” The minimum limits for automobile liability is:

\$1,000,000 per accident, using a Combined Single Limit for bodily injury and property damage.

- d. Public Liability Insurance (General Liability).** The Grantee shall at all times during the term of this Grant, at its cost and expense, carry and maintain general public liability insurance, including contractual liability, against claims for bodily injury, personal injury, death, or property damage occurring or arising out of services provided under this Grant. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns or servants. The limits of liability insurance, which may be increased from time to time as deemed necessary by AWC, with the approval of the Grantee (which shall not be unreasonably withheld), shall not be less than as follows:

Each Occurrence	\$1,000,000
Products-Completed Operations Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 50,000

- e. Local Governments that Participate in a Self-Insurance Program.**

Alternatively, Grantees may maintain a program of self-insurance or participate in a property/liability pool with adequate limits to comply with the Grant insurance requirements or as is customary to the contractor or Grantee’s business, operations/industry, and the performance of its respective obligations under this Grant.

- f. Additional Insured.** The Association of Washington Cities, shall be specifically named as an additional insured on all policies, including Public Liability and Business Automobile, except for liability insurance on privately-owned vehicles, and all policies shall be primary to any other valid and collectible insurance.

AWC may waive the requirement to be specially named as an additional insured on policies, including Public Liability and Business Automobile, provided that the Grantee provides: (1) a description of its self-insurance program, and (2) a certificate and/or letter of coverage that outlines coverage limits and deductibles. All self-insured risk management programs or self-insured/liability pools must comply with RCW 48.62, the requirements of the Office of Risk Management and Local Government Self Insurance Program, the Washington State Auditor’s reporting requirements and all related federal and state regulations. Grantees participating in a joint risk pool shall maintain sufficient documentation to support the aggregate claim liability information reported on the balance sheet. AWC, its agents, and employees need not be named as additional insured under a self-insured property/liability pool, if the pool is prohibited from naming third parties as additional insured.

Alternative Response Team Grant Grantee Funding Agreement

- g. Proof of Insurance.** Certificates and or evidence satisfactory to the AWC confirming the existence, terms and conditions of all insurance required above shall be delivered to AWC within five (5) days of the Grantee's receipt of Authorization to Proceed.
- h. General Insurance Requirements.** Grantee shall, at all times during the term of the Grant and at its cost and expense, buy and maintain insurance of the types and amounts listed above. Failure to buy and maintain the required insurance may result in the termination of the Grant at AWC's option. By requiring insurance herein, AWC does not represent that coverage and limits will be adequate to protect Grantee and such coverage and limits shall not limit Grantee's liability under the indemnities and reimbursements granted to AWC in this Grant.

Grantee shall include all agents of the Grantee as insureds under all required insurance policies, or shall furnish proof of insurance and endorsements for each agent. Agent(s) must comply fully with all insurance requirements stated herein. Failure of agent(s) to comply with insurance requirements does not limit Grantee's liability or responsibility.

8. ORDER OF PRECEDENCE

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

- Applicable federal and state of Washington statutes and regulations
- Grant and Grantee General Terms and Conditions
- Attachment A – ARTG Application & Scope of Work
- Attachment B – Budget & Budget Narrative
- Attachment C – Grantee Reporting Requirements
- Attachment D – Grantee Agent(s)

Alternative Response Team Grant Grantee Funding Agreement

GRANTEE GENERAL TERMS AND CONDITIONS

1. **Access to Data.** In compliance with Chapter 39.26 RCW, the Grantee shall provide access to data generated under this Grant to AWC, and to the extent necessary to comply with RCW 39.26, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Grantee's reports, including computer models and methodology for those models.
2. **Alterations and Amendments.** This Grant may be amended only by mutual agreement of the parties in writing. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
3. **Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35.** In relation to this Grant, the Grantee must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.
4. **Assignment.** Neither this Grant, nor any claim arising under this Grant, shall be transferred or assigned by the Grantee without prior written consent of AWC.
5. **Assurances.** AWC and the Grantee agree that all activity pursuant to this Grant will be in accordance with all applicable current federal, state and local laws, rules and regulations.
6. **Attorney's Fees.** In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney's fees and costs.
7. **Budget Revisions.** Any monetary amount budgeted by the terms of this Grant for various activities and line item objects of expenditure, as outlined in Attachment B – Budget & Budget Narrative, may be revised without prior written approval of AWC, so long as the revision is no more than ten percent (10%) of the original line item amount and the increase in an amount is offset by a decrease in one or more other amounts equal to or greater than the increase. All other budget revisions exceeding ten percent (10%) shall only be made with the prior written approval of AWC. Grantee will use the funding change request form provided by AWC to request these budget revisions.
8. **Certification Regarding Wage Violations.** The Grantee certifies that within three (3) years prior to the date of execution of this Grant, Grantee has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of RCW chapters 49.46, 49.48, or 49.52.

The Grantee further certifies that it will remain in compliance with these requirements during the term of this Grant. Grantee will immediately notify AWC of any finding of a willful violation entered by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction entered during the term of this Grant.
9. **Change in Status.** In the event of substantive change in the legal status, organizational structure, or fiscal reporting responsibility of the Grantee, Grantee agrees to notify AWC of the change. Grantee shall provide notice as soon as practicable, but no later than thirty (30) days after such a change takes effect.
10. **Covenant Against Contingent Fees.** The Grantee warrants that no person or selling agent has been employed or retained to solicit or secure this Grant upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agent maintained by the Grantee for the purpose of securing business. AWC shall have the right, in the event of breach of this clause by the Grantee, to annul this Grant without liability or, in its discretion, to deduct from

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the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fees.

- 11. Disputes.** In the event that a dispute arises under this Grant, the parties will use their best efforts to amicably resolve any dispute, including use of alternative dispute resolution options.
- 12. Duplicate Payment.** AWC shall not pay the Grantee, if the Grantee has charged or will charge the State of Washington or any other party under any other contract or agreement, for the same services or expenses.
- 13. Entire Agreement.** This Grant contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Grant shall be deemed to exist or to bind any of the parties hereto.
- 14. Ethical Conduct.** Neither the Grantee nor any employee or agent of the Grantee shall participate in the performance of any duty or service in whole or part under this Grant in violation of, or in a manner that violates any provision of the Ethics in Public Service law at Chapter 42.52 RCW, RCW 42.17A.550, RCW 42.17A.555, and 41.06.250 prohibiting the use of public resources for political purposes.
- 15. Governing Law and Venue.** This Grant shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County.
- 16. Indemnification.** To the fullest extent permitted by law, Grantee shall indemnify, defend, and hold harmless AWC and all officials, agents, and employees of AWC from and against all claims for injuries, damages, losses, or suits arising out of or resulting from the acts, errors, or omissions of Grantee in the performance of this Grant.

Grantee's obligation to indemnify, defend, and hold harmless includes any claim by Grantee's agents, employees, representatives, or any subcontractor or its employees to the extent that Grantee is using any subcontractor in the performance of this Grant.

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

Grantee waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless AWC and its agents, employees, or officials.
- 17. Independent Capacity of the Grantee.** The parties intend that an independent Grantee relationship will be created by this Grant. The Grantee and his/her employees or agents performing under this Grant are not employees or agents of AWC. The Grantee will not hold itself out as nor claim to be an officer or employee of AWC, nor will the Grantee make any claim or right, privilege, or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Grantee.
- 18. Licensing and Accreditation Standards.** The Grantee shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary to the performance of this Grant.
- 19. Limitation of Authority.** Only AWC or AWC's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or

Alternative Response Team Grant Grantee Funding Agreement

condition of this Grant. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this Grant is not effective or binding unless made in writing and signed by AWC.

- 20. Non-Discrimination.** The Grantee shall comply with all the federal and state non-discrimination laws, regulations and policies, which are otherwise applicable to AWC. Accordingly, no person shall, on the ground of sex, race, creed, religion, color, national origin, marital status, families with children, age, veteran or military status, sexual orientation, gender expression, gender identity, disability, or the use of a trained dog guide or service animal, be unlawfully excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any activity performed by the Grantee and its agents under this Grant. The Grantee shall notify AWC immediately of any allegations, claims, disputes, or challenges made against it under non-discrimination laws, regulations, or policies, or under the Americans with Disabilities Act. In the event of the Grantee's noncompliance or refusal to comply with this nondiscrimination provision, this Grant may be rescinded, cancelled or terminated in whole or part, and the Grantee may be declared ineligible for further contracts with AWC.
- 21. Overpayments.** Grantee shall refund to AWC the full amount of any overpayment under this Grant within thirty (30) calendar days of written notice. If Grantee fails to make a prompt refund, AWC may charge Grantee one percent (1%) per month on the amount due until paid in full.
- 22. Public Disclosure.** Grantee acknowledges that AWC is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and AWC acknowledges that the Grantee is subject to the Washington State Public Records Act, Chapter 42.56 RCW, and that this Grant shall be a public record as defined in RCW 42.56. Any specific information that is claimed by either party to be confidential or proprietary must be clearly identified as such by that party. To the extent consistent with chapter 42.56 RCW, each party shall attempt reasonably to maintain the confidentiality of all such information marked confidential or proprietary. If a request is made to view such information, the party receiving the public records request will notify the other party of the request and the date that such records will be released to the requester unless the other party obtains a court order enjoining that disclosure. If such party fails to obtain the court order enjoining disclosure, the party receiving the records request will release the requested information on the date specified.
- 23. Publicity.** The Grantee agrees to submit to AWC all advertising and publicity matters relating to this Grant which in the AWC's judgment, AWC's name can be implied or is specifically mentioned. The Grantee agrees not to publish or use such advertising and publicity matters without the prior written consent of AWC.
- 24. Registration with Department of Revenue.** The Grantee shall complete registration with the Department of Revenue and be responsible for payment of all taxes due on payments made under this Grant.
- 25. Records Maintenance.** The Grantee shall maintain all books, records, documents, data and other evidence relating to this Grant and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Grant. Grantee shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Grant, shall be subject at all reasonable times to inspection, review or audit by the AWC, personnel duly authorized by AWC, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.
- If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- 26. Right of Inspection.** The Grantee shall provide right of access to its facilities utilized under this Grant to AWC or any of its officers responsible for executing the terms of this Grant at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Grant on behalf of

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AWC. All inspections and evaluations shall be performed in such a manner that will not unduly interfere with the Grantee's business or work hereunder.

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

28. Subcontracting. Neither the Grantee nor any agent of the Grantee shall enter into subcontracts for any of the work contemplated under this Grant without obtaining prior written approval of AWC. Grantee is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Grant are included in any and all Subcontracts. In no event shall the existence of the subcontract operate to release or reduce liability of the Grantee to the AWC for any breach in the performance of the Grantee's duties. This clause does not include contracts of employment between the Grantee and personnel assigned to work under this Grant.

If, at any time during the progress of the work, AWC determines in its sole judgment that any agent of the Grantee is incompetent, AWC shall notify the Grantee, and the Grantee shall take immediate steps to terminate the agent's involvement in the work. The rejection or approval by AWC of any agent or the termination of an agent shall not relieve the Grantee of any of its responsibilities under the Grant, nor be the basis for additional charges to AWC.

29. Taxes. All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Grantee or its staff shall be the sole responsibility of the Grantee.

30. Technology Security Requirements. Grantee must ensure that all data and devices used to carry out Program follow all applicable state and federal data privacy and protection requirements. Grantee must ensure that data is properly secured and protected from outside intrusion from parties not association with the Program.

31. Termination for Convenience. Except as otherwise provided in this Grant, AWC may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Grant in whole or in part. The notice shall specify the date of termination and shall be conclusively deemed to have been delivered to and received by the Grantee as of midnight the second day of mailing in the absence of proof of actual delivery to and receipt by the Grantee. If this Grant is so terminated, AWC shall be liable only for payment required under the terms of the Grant for services rendered or goods delivered prior to the effective date of termination.

32. Termination for Default. In the event AWC determines the Grantee has failed to comply with the conditions of this Grant in a timely manner, AWC has the right to suspend or terminate this Grant. AWC shall notify the Grantee in writing of the need to take corrective action. If corrective action is not taken or commenced within thirty (30) days, the Grant may be terminated. AWC reserves the right to suspend all or part of the Grant, withhold further payments, or prohibit the Grantee from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Grantee or a decision by AWC to terminate the Contract. In the event of termination, the Grantee shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Grant and the replacement or cover Grant and all administrative costs directly related to the replacement Grant, e.g., cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a "Termination for Convenience" if it is determined that the Grantee: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the AWC provided in this Grant are not exclusive and are in addition to any other rights and remedies provided by law.

33. Termination Due to Funding Limitations or Contract Renegotiation, Suspension. In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Grant and prior to normal completion of this Grant, with the notice specified below and without liability for damages:

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- a. At AWC's discretion, AWC may give written notice of intent to renegotiate the Grant under the revised funding conditions.
- b. At AWC's discretion, AWC may give written notice to Grantee to suspend performance when AWC determines there is reasonable likelihood that the funding insufficiency may be resolved in a timeframe that would allow Grantee's performance to be resumed.
 - (1) During the period of suspension of performance, each party will inform the other of any conditions that may reasonably affect the potential for resumption of performance.
 - (2) When AWC determines that the funding insufficiency is resolved, it will give the Grantee written notice to resume performance, and Grantee shall resume performance.
 - (3) Upon the receipt of notice under b. (2), if Grantee is unable to resume performance of this Grant or if the Grantee's proposed resumption date is not acceptable to AWC and an acceptable date cannot be negotiated, AWC may terminate the Grant by giving written notice to the Grantee. The parties agree that the Grant will be terminated retroactive to the date of the notice of suspension. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the retroactive date of termination.
- c. AWC may immediately terminate this Grant by providing written notice to the Grantee. The termination shall be effective on the date specified in the termination notice. AWC shall be liable only for payment in accordance with the terms of this Grant for services rendered prior to the effective date of termination. No penalty shall accrue to AWC in the event the termination option in this section is exercised.
- d. For purposes of this section, "written notice" may include email.

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

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

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

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

- a. Stop work under this Grant on the date and to the extent specified, in the notice;
- b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of such portion of the work under the Grant that is not terminated;
- c. Assign to AWC, in the manner, at the times, and to the extent directed by the AWC, all rights, title, and interest of the Grantee under the orders and subcontracts in which case AWC has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

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- d. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of AWC to the extent the AWC may require, which approval or ratification shall be final for all the purposes of this clause;
- e. Transfer title to AWC and deliver, in the manner, at the times and to the extent as directed by AWC, any property which, if the Grant had been completed, would have been required to be furnished to AWC;
- f. Complete performance of such part of the work not terminated by AWC; and
- g. Take such action as may be necessary, or as AWC may direct, for the protection and preservation of the property related to this Grant which, in is in the possession of the Grantee and in which AWC has or may acquire an interest.

35. Waiver. A failure by either part to exercise its rights under this Grant shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this agreement. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Grant unless stated to be such in writing and signed by personnel authorized to bind each of the parties.

ARTG Application & Scope of Work

PURPOSE

The purpose of this grant is to assist cities with the documented costs to create response programs within different alternative diversion models including law enforcement assisted diversion programs, community assistance referral and education programs, and as part of mobile crisis teams.

CONTRACTOR RESPONSIBILITIES

GRANTEE is required to implement the Alternative Response Team Grant (ARTG) Program as described in their application for funding, with no unapproved substantive derivations. Requests for changes to this scope of work, or services laid out in the applicant's application can be made to Jacob Ewing, Special Projects Coordinator at jacobe@wacities.org.

This program shall include the following elements as central features of their program:

- Grant recipients must establish a response team using an alternative diversion model including law enforcement assisted diversion program, community assistance referral and education program, or a mobile crisis team.

In the event that there is a change in the contract or program management staff paid for by this grant, it is expected that GRANTEE will notify AWC of the change to include the name and contact information for the new staff member.

If GRANTEE fails to perform to the standards set forth above, AWC remains able to remedy noncompliance as outlined in the grant document, including provisions for suspension, termination and/or recapture of funds already paid to the grantee.

SCOPE OF WORK

The Tumwater CARES Team will accept non-emergent referrals to support community residents in need. Referrals will be received from Tumwater Fire Department firefighters, medical teams, and community partners, and assessed according to the team's scope of skill and availability. The team will work with individuals to increase their awareness of available local services, connect them with relevant services, and provide tools to mitigate mental and health and physical well-being concerns.

The program operates in partnership with the Olympia Fire Department CARES Program Manager and receives support from the Tumwater Fire Department.

Attachment B

Budget & Budget Narrative

PROGRAM BUDGET

Category	Award amount
Staff	
Supplies & equipment	
Professional services	\$108,578
Other	\$2,600
Total award amount	\$111,178

PROGRAM BUDGET NARRATIVE

Professional services: Grant funds will be used to pay for the salary and benefit costs of a program specialist working on the Tumwater CARES team under the umbrella of the Olympia Fire Department CARES Program Manager. The coordinator will work directly with individuals to connect them with services, manage referrals, and provide follow up with individuals.

Other: Grant funds will be used to pay for mileage incurred by the Tumwater CARES team as well as for client outreach supplies and client services served by the Tumwater CARES team.

Attachment C**Grantee Reporting Requirements****FINAL REPORT**

A final program report is due to AWC by July 31, 2026. Programs should make reasonable efforts to collect and report on the following information:

- Describe program participants including:
 - Number of individuals served
 - Gender (Male, Female, Nonbinary, etc.) of individuals served
 - Age of individuals served
 - Veteran status of individuals served
 - Substance abuse or mental health issues of individuals served
 - Reason for contact
 - Outcome of contact (No outcome, referral to services, involuntary transport, etc.)
 - Long-term outcome of individual receiving services (No outcome, permanent housing, shelter, etc.)
- Describe the type of program funded and the geographic area served.
- Explain how the program targeted vulnerable individuals.
- Explain how the program created greater access for vulnerable individuals to available programs and services.
- Discuss program successes and challenges.

QUARTERLY MEETINGS

AWC will coordinate with grant recipients to schedule check-ins about every three months of the performance period. The check-ins will either be in-person, phone, or video conference. The check-ins will provide an opportunity for grantees to share updates, ask questions, and resolve challenges. Check-ins can be scheduled more frequently as needed.

Attachment D

Grantee Agent(s)

List any Agent(s) that will provide program services in a program funded through the ARTG Program.

Name of Agent	Address
City of Olympia Fire Department – FD CARES Program	100 Eastside Street NE Olympia, WA 98501

TO: City Council
 FROM: Shawn Crimmins, Deputy Fire Chief
 DATE: November 18, 2025
 SUBJECT: FD CARES Interlocal Agreement with the City of Olympia Amendment No. 1

1) Recommended Action:

Authorize the Mayor to sign the FD CARES Interlocal Agreement Amendment No. 1 with the City of Olympia

2) Background:

In 2024 the City of Tumwater entered into an interlocal agreement with the City of Olympia for a "FDCARES" or Fire Department Community Assistance, Referral, and Education Services program. The CARES program manager and staff are referred potential clients by fire department responders. FD responders often contact individuals in the community who have needs beyond what 911 responders can provide. The CARES program provides a mechanism to screen individuals to identify specific needs and refer to appropriate community resources. The program also provides targeted community outreach for service delivery and education. This amendment increases the position from half-time to full-time service provider in Tumwater and extends the agreement through June, 2028.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity

- Develop innovative partnerships and strategies with community human and social services organizations to improve service delivery to people in need, including senior citizens, low-income residents, and others.

Provide and Sustain Quality Public Safety Services

- Develop innovative initiatives and programs to address growing service demands.
 - Explore and implement partnerships to improve efficiency of service delivery.
-

4) Alternatives:

- ☐ Do not approve
-

5) Fiscal Notes:

2025 annual fee under existing agreement is \$69,087. Under this amendment, 2025 annual fee will increase to \$74,043.50 and to \$122,500 (2026), \$127,400 (2027), and \$132,500 (2028). The program is supported by a grant from the Association of Washington Cities.

6) Attachments:

- A. FD CARES Amendment No. 1
- B. FD CARES Amendment No. 1 Appendix A-1

AMENDMENT NO. 1 INTERLOCAL AGREEMENT BETWEEN THE CITY OF OLYMPIA AND THE CITY OF TUMWATER FOR COMMUNITY ASSISTANCE REFERRAL AND EDUCATION SERVICES PROVIDED BY THE CITY OF OLYMPIA FIRE DEPARTMENT

THIS AMENDMENT is effective as of the date of the last authorizing signature by and between the **CITY OF OLYMPIA**, a Washington municipal corporation ("Olympia"), and **THE CITY OF TUMWATER**, a Washington corporation ("Tumwater").

RECITALS

1. On November 25, 2024, Olympia and Tumwater entered into a CARES Services Agreement ("Agreement").
2. The term of the Agreement was to run until December 31, 2026, with compensation in the amount of \$69,087 annually in 2025 and \$71,850 annually in 2026.
3. The Agreement also provided that its terms could be extended for additional periods of time upon the mutual written agreement of both parties.
4. Olympia and Tumwater desire to amend the Agreement to increase the compensation to \$74,043.50 for 2025 and \$122,500 for 2026.

The annual fee is subject to a four percent (4%) Consumer Price Index adjustment to \$127,400 for 2027, and \$132,500 for 2028.

5. Olympia and Tumwater want to amend the Agreement to further expand the service availability, increase compensation, and extend the term.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Section 4.2 of the Agreement, Fees and Service Deliverables, is hereby amended to read as follows:

4.2 Fee and Service Deliverables. ~~TFD Tumwater~~ shall pay to ~~the City of OLYMPIA~~ a fee for CARES services provided by the CARES Manager, and CARES Specialists assigned and delegated by the CARES Manager. The fee for service and list of service deliverables is set out in Appendix A-1 to this Agreement. As noted in Appendix A-1, the fee will be adjusted annually based on Consumer Price Index ("CPI") upon agreement of both

parties to compensate for increased operating cost. The Service Deliverables will mirror the current OFD CARES scope of work, serving community members of the city of Tumwater.

2. Section 12.2, of the Agreement, Term, is hereby amended to read as follows:

Term. Unless otherwise terminated as provided herein, this Agreement is valid through ~~December 31, 2026~~ June 30, 2028. The Agreement may be amended upon written agreement of both parties.

3. All remaining provisions of the Agreement dated November 25, 2024, and not here amended or supplemented remain as written in said Agreement and continue in full force and effect.

CITY OF OLYMPIA

By: _____
Steven J. Burney, City Manager
Date of Signature: _____

APPROVED AS TO FORM:

Jake Stillwell
Deputy City Attorney

CITY OF TUMWATER

By: _____
Debbie Sullivan, Mayor
Date of Signature: _____

Attest: _____
Melody Valiant, City Clerk
Date of Signature: _____

APPROVED AS TO FORM:

By: _____
Karen Kirkpatrick, City Attorney
Date of Signature: _____

APPENDIX A-1

FUNDING, DELIVERABLES AND RESPONSIBILITIES

(1) Annual Fee: The City of TUMWATER shall pay to the City of OLYMPIA a flat rate annual fee of **\$74,043.50**, designated to fund the employee salary and benefits, administrative fees and program costs for the year 2025 and **\$122,500**, for 2026. The annual fee is subject to four percent (4%) Consumer Price Index adjustment of **\$127,400** for 2027 and **\$132,500** for 2028. CPI rate adjustments will be evaluated upon contract renewal after 2028.

(2) Scheduling: The CARES program manager, under the directive of the City of Olympia Fire Department, is responsible for ensuring the employee is scheduled weekly to appropriately meet the expectations of the service delivery, as agreed upon by both parties.

(3) Service Deliverables:

The City of OLYMPIA AGREES TO PROVIDE, UNDER THIS AGREEMENT:

Service delivery under the CARES program, including but not limited to;

1. Screening of individuals to determine and identify specific needs.
2. Referral to community and county resources, as deemed appropriate for meeting the specific needs identified for the individual client.
3. Targeted outreach for service delivery and education.
4. Data outcomes and quality assurance.

Data will be captured by OFD CARES and provided to Tumwater monthly. Desired outcomes will include the following areas:

- Post-screening willingness to engage in services.
- Number of individuals referred for services by Tumwater Fire.
- Service completion outcomes.

(4) Parties will ensure that:

- Parties will comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, or as amended, in connection with the provision of services outlined elsewhere in this agreement.
- Referrals sent from TUMWATER will include all information requested by OFD CARES, necessary for delivery of services.
- All necessary staffing requirements, including background checks, are available upon request by either party.

(5) Specific Training/Curricula:

- OFD CARES Manager will ensure that employees have adequate training opportunities necessary for professional development and performance:

15 hours of training annually within the following core competencies:

- ☐ *Discrimination and/or Cultural Diversity*
- ☐ *LGBTQ+, Gender and Identity*
- ☐ *Equity and Inclusion*
- ☐ *Bullying or Harassment*
- ☐ *Ethics*
- ☐ *Human Rights: Social, Environmental and/or Economic*
- ☐ *De-escalation and/or Emergency response*
- ☐ Interpersonal Communications, effective communication, or Active Listening
- ☐ Injury Prevention
- ☐ CPR and Bloodborne Pathogens (as needed for certification)
- ☐ Personal Wellness/Safety

Trainings offered by the City of Olympia may include these core competencies and count toward the 15 hours. Some required City of Olympia employee trainings will not fall within the competency or hours requirements. CARES team members will be connected through a weekly team meeting for case consultation and support. This meeting does not count as training hours.

(6) Operational Contacts for OLYMPIA (in order of authority):

- 1. OFD CARES Specialist, assigned to Tumwater referrals (Initial Contact)**
- 2. CARES Manager**
- 3. Deputy Chief of Community Risk Reduction**
- 4. Olympia Fire Chief**
- 5. Olympia City Manager (Highest Authority)**

(7) Operational Contacts for TUMWATER (in order of authority):

- 1. Tumwater Fire Original Referent (Initial Contact)**
- 2. TFD Medical Services Officer**
- 3. Tumwater Deputy Chief**
- 4. Tumwater City Administrator (Highest Authority)**

TO: City Council
FROM: Chuck Denney, Parks and Recreation Director
DATE: November 18, 2025
SUBJECT: Ordinance No. O2025-008, Amending Tumwater Municipal Code Section 12.32, Public Parks

1) Recommended Action:

Approve Ordinance No. O2025-008, amending Tumwater Municipal Code Section 12.32, Public Parks.

The ordinance was recommended for approval on the consent calendar by the General Government Committee at their November 8, 2023 meeting and was discussed by City Council at their November 21, 2023 meeting and at the May 14, 2024 Council Work Session.

2) Background:

The City of Tumwater's park rules and regulations are being expanded to include all City properties. City codes and regulations for public use of parks, playgrounds, athletic fields, trails, and all other City property will be equally enforced. This will increase safety and limit confusion regarding public facility use and Tumwater regulations.

3) Policy Support:

Council Goal: Build a Community Recognized for Quality, Compassion and Humanity.

4) Alternatives:

Recommend changes to existing ordinance
Do not recommend support for ordinance

5) Fiscal Notes:

No fiscal impacts

6) Attachments:

A. Ordinance No. O2025-008

ORDINANCE NO. O2025-008

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code Section 12.32, Public Parks, to expand application and enforcement of rules and regulations to all City-owned properties as more particularly described herein.

WHEREAS, the City's parks, playgrounds, and other city-owned properties are intended for the healthy and safe enjoyment of all people; and

WHEREAS, it is important that City rules and regulations are applied and enforced equally at all City parks, playgrounds, and other City-owned properties throughout the City; and

WHEREAS, the City Council finds that the provisions of this Ordinance are in the best interests of and protect the health, safety, and welfare of the people of the City of Tumwater and the users of the City's parks, playgrounds, and other city-owned properties;

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

Section 1. Chapter 12.32, Public Parks, of the Tumwater Municipal Code is hereby amended to read as follows:

Chapter 12.32**CITY PROPERTY AND PUBLIC PARKS**

Sections:

- 12.32.010 Definitions.
- 12.32.020 Rules and regulations.
- 12.32.030 Alcoholic beverages ~~in city public parks~~.
- 12.32.040 Permits.
- 12.32.050 Vendors.
- 12.32.055 Violation – Exclusion.
- 12.32.060 Violation – Penalty.

12.32.010 Definitions.

A. ~~“Private events~~Event” means and includes any activity, celebration, wedding, sporting event, ~~or similar event occurrence which is not open to the public and is conducted, at least in part, on city property or in public parks.~~

B. ~~“Public events” means and includes any~~ festival, celebration, fair, rally, sporting event, or similar occurrence which is ~~open to the public and is~~ conducted, at least in part, on city property or in public parks.

~~C.~~ “Public parks,” as used in this chapter, means and includes all the properties owned and controlled by the city and operated as parks ~~and/or~~ recreation facilities available for the use of the public.

(Ord. O2013-018, Amended, 09/17/2013; Ord. 1222, Amended, 03/20/1990; Ord. 616, Added, 04/18/1972)

12.32.020 Rules and regulations.

For the conduct of persons using or frequenting city property including public parks, the following rules and regulations ~~to be observed and enforced within the public parks~~ are established:

A. All city ordinances shall apply to and be in full force and effect on city property and within the public parks of the city.

B. No person shall cut, remove, or damage any flowers, turf, trees or shrubs without prior obtained permission from the parks and recreation director or designee. This provision applies to all aspects of the natural or landscaped environment and to any structures and prohibits activities such as metal detecting and geocaching where those activities require digging or disturbing the landscape.

C. No person shall build any fire ~~within a public park~~ except in a stove-barbecue grill or fireplace provided therefor.

D. No person shall ride or drive any horse or animal or permit any horse or animal to go upon any portion of any city property or public park except on the roads, regularly provided parking areas, and horse trails where designated.

E. No motor vehicle shall be operated, stopped, parked or left standing any place ~~in a public park~~ except on roads and parking areas provided therefor.

F. ~~Parking or loitering in public parks~~ Loitering in the night time is prohibited and all persons shall be excluded from the parks and city property between sundown and sunrise, except as may be permitted for ~~public or private~~ events under the order of the parks and recreation director or designee.

G. No person shall mutilate, deface, injure, or damage any building, installation, personal property, or piece of equipment ~~in any public park~~.

H. No person shall dump or dispose of any household garbage ~~in any public park~~.

I. No person shall litter, scatter, or dispose of any bottles, broken glass, waste, discard paper, or any liquid material of any kind ~~in or around any part of any public park~~ except in receptacles which are provided therefor.

J. City property including parks are open for public use on a “first come, first served” basis and sports fields and designated shelters on a reservation basis, as coordinated by the parks and recreation director or designee.

K. Overnight parking is prohibited except as may be permitted by the parks and recreation director or designee ~~Except as otherwise permitted in TMC Chapter 8.30, it is unlawful to use, exhibit, display or possess any fireworks in any city park or on any trail.~~

L. It is unlawful to operate any remote control and/or motorized model aircraft, rocket, watercraft or similar device ~~in any park~~, or to launch or land any hang glider or hot air balloon, except as may be permitted for ~~public or private~~ events under the order of the parks and recreation director or designee.

M. No person shall practice or play golf, archery or other games of like character or hurl or propel any airborne or other missile except at places set apart for such purposes ~~within a park~~.

N. No person shall tease, feed, annoy, disturb, molest, catch, injure, threaten, kill, throw any stone or projectile at, strike with any stick or weapon, or fetter any animal, bird, fowl or fish ~~in any park~~. Washington State Fish and Wildlife regulations apply to all sport fishing activities within city parks and on city property.

O. No person shall attach or post any sign, poster or notice or any other device of any kind for advertising ~~in any park or along any trail~~, except as may be permitted for ~~public or private~~ events under the order of the parks and recreation director or designee.

P. No person shall erect any tents, bounce houses or any other temporary structures that require ground anchoring without first receiving authorization from the parks and recreation director or designee.

Q. No person shall park any vehicle or trailer ~~in any park~~ for the purposes of displaying of commercial or noncommercial signs or displaying such vehicles for sale. No person shall park any vehicle ~~in any park~~ for the principle purpose of

washing, greasing, or repairing such vehicle except when repairs are necessitated by an emergency.

R. Shelter Decorations. Rentals/party decorations must be removed at the conclusion of each event and disposed of in the appropriate trash receptacles.

S. No person shall use, operate, play or permit to be used, operated or played ~~in any park or on any trail~~ any ~~radio, tape/CD/MP3~~ audio player, television, musical instrument or any other device producing or reproducing sound at a volume that is audible at a distance of over thirty feet therefrom, except as may be permitted for ~~public or private~~ events under the order of the parks and recreation director or designee.

T. Dogs must be leashed ~~within city parks~~ and pet owners are responsible for clean-up and proper disposal of pet waste.

U. The use of the city's golf course is for golf and golf related activities and no person shall use the facility for walking, jogging, or bicycle riding or permit dogs or other pets on the golf course except as may be permitted for ~~public or private~~ events under the order of the parks and recreation director or designee.

V. Persons operating a bicycle or other motorized or nonmotorized mobility device upon any trail shall operate the same in a careful and prudent manner and at a rate of speed no greater than is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian and other traffic, grade and width of the trail and the trail surface conditions, and shall obey all traffic control devices. Every person operating a bicycle or other motorized or nonmotorized mobility device upon a trail shall yield the right-of-way to any pedestrian thereon.

W. City parks may be closed to the public under the order of the parks and recreation director for safety, maintenance or other park conditions.

X. No person shall smoke or light cigarettes, cigars, tobacco or other smoking material, including electronic nicotine delivery devices including, but not limited to, electronic cigarettes, vapor cigarettes or similar products, within city parks or on city trails. The city's golf course is excluded from this regulation.

(Ord. O2020-022-S1, Amended, 02/16/2021; Ord. O2013-018, Amended, 09/17/2013; Ord. O2011-002, Amended, 03/01/2011; Ord. O99-014, Amended, 07/06/1999; Ord. O96-038, Amended, 09/17/1996; Ord. O94-036, Amended, 11/01/1994; Ord. 1222, Amended, 03/20/1990; Ord. 616, Added, 04/18/1972)

12.32.030 ~~Alcoholic beverages in city public parks.~~

The sale, possession or consumption of alcoholic beverages, including unopened beverage containers, is prohibited on city property and in city public parks except as

may be permitted by the parks and recreation director or designee at the city's golf course or for events.

(Ord. O2007-009, Amended, 07/03/2007; Ord. 1301, Amended, 08/20/1991; Ord. 1222, Amended, 03/20/1990; Ord. 1055, Added, 02/04/1986)

12.32.040 Permits.

A. No person shall engage in sale of any merchandise or services or operate any concession ~~within~~ at any city property, including any public park without a permit previously obtained from the park and recreation department. Such permit shall include the posting of cash, cashier's check, or bond, in the amount as established by resolution of the city council to guarantee the cleanup of the area.

B. No person shall use city property, including any city park, for ~~a public~~ any event without first obtaining the necessary reservation from the parks and recreation department and permit from the city clerk ~~Tumwater police department~~. The fee for such use shall be established by resolution of the city council.

~~C. No person shall use a city park, for a private event without first obtaining the necessary reservation from the Tumwater parks and recreation department. The fee for the reservation shall be as established by resolution of the city council.~~

(Ord. O2000-002, Amended, 01/18/2000; Ord. O96-017, Amended, 07/16/1996; Ord. 1301, Amended, 08/20/1991; Ord. 1222, Added, 03/20/1990)

12.32.050 Vendors.

In addition to obtaining a permit from the park and recreation department, Any any person, firm, or corporation wishing to sell or distribute any product ~~in Tumwater public parks~~ must contact the finance department (business licenses) to ensure compliance with TMC Chapter 5.04, Business Licenses.

(Ord. 1222, Added, 03/20/1990)

12.32.055 Violation – Exclusion.

A. Individuals or user groups may be banned from using specific city property, parks, or facilities for behavior or cause. The parks and recreation director or other code enforcement official or officer ~~designee~~ may, by delivering an exclusion notice in person or by certified mail, exclude ~~from a city park~~, anyone who within a city park or property:

1. Violates any provision of this chapter; or
2. Violates any provision of the Tumwater Municipal Code or Revised Code of Washington.

B. The offender need not be charged, tried or convicted of any crime or infraction in order for an exclusion notice to be issued or be effective. The exclusion may be based upon observation by the parks and recreation director ~~or his/her designee,~~ any enforcement officer, or upon civilian reports that would ordinarily be relied upon by police officers in the determination of probable cause.

C. The exclusion notice shall be in writing and shall contain the date of issuance. The exclusion notice shall specify the length and places of exclusion. It shall be signed by the issuing individual.

1. If the offender has not been excluded from any city park or property by an exclusion notice issued within one year prior to the violation, then the parks and recreation director or ~~his/her designee~~ enforcement officer may exclude the offender from the city park or property in which the current violation occurred for a period not to exceed seven days from the date of the exclusion notice.

2. If the offender has been the subject of prior exclusion notices issued within one year of the current violation, then the parks and recreation director or ~~his/her designee~~ enforcement officer, may exclude the offender from any or all city parks or properties for a period of ninety days from the date of exclusion notice.

D. The offender receiving the exclusion notice may seek a hearing to have the exclusion notice rescinded, the period of exclusion shortened, or the areas of exclusion reduced. The hearing shall be conducted by the hearing examiner pursuant to TMC Chapter 2.58.

1. A person receiving an exclusion notice longer than one day may file a written appeal before the hearing examiner to have the expulsion order rescinded or the duration of the exclusion shortened. The written appeal must be under oath and set forth all facts relied upon by the person for his or her contention that the order should be rescinded or shortened. The written appeal shall be accompanied by a copy of the order which is being appealed. The written appeal must be delivered to the city clerk or postmarked no later than seven calendar days after the issuance of the expulsion order. The hearing should occur within 10 business days after the written appeal is received by the city. The city clerk shall take reasonable steps to notify the offender of the date, time, and place of the hearing.

2. At the hearing, the violation must be proved by a preponderance of the evidence in order to uphold the expulsion order. The expulsion order establishes a prima facie case that the offender committed the violation as described. The hearing examiner shall consider a sworn report or a declaration

under penalty of perjury written by the individual who issued the exclusion notice, without further evidentiary foundation.

3. If the violation is proved, the expulsion order shall be upheld; but upon good cause shown, the hearing examiner may shorten the duration of the exclusion. If the violation is not proved by a preponderance of the evidence, the hearing examiner shall rescind the order. If the hearing examiner rescinds an expulsion order, the order shall not be considered a prior exclusion for purposes of this section.

4. The expulsion order shall be stayed during the pendency of any appeal proceeding.

5. No determination of facts made by a person conducting a hearing under this section shall have any collateral estoppel effect on a subsequent criminal prosecution or civil proceeding and shall not preclude litigation of those same facts in a subsequent criminal prosecution or civil proceeding.

(Ord. O2013-018, Added, 09/17/2013)

12.32.060 Violation – Penalty.

A. Except for violations designated as misdemeanors or gross misdemeanors by statute, Any person who violates any of the established rules and regulations set out in this chapter shall be guilty of a misdemeanor or an infraction, subject to enforcement under TMC Chapter 1.10.

B. Notwithstanding subsection A of this section, criminal enforcement proceedings do not preclude or limit any other forms of enforcement available to the city including, but not limited to, enforcement under any provision of TMC Chapter 1.10.

(Ord. O2020-022-S1, Amended, 02/16/2021; Ord. O2011-007, Amended, 07/19/2011; Ord. 1222, Amended, 03/20/1990; Ord. 616, Added, 04/18/1972)

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 3. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 5. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

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:_____

TO: City Council
 FROM: Lisa Parks, City Administrator
 DATE: November 18, 2025
 SUBJECT: Resolution R2025-014 City of Tumwater Strategic Plan

1) Recommended Action:

Adopt Resolution R2025-014 adopting the Tumwater Strategic Plan 2026-2032.

2) Background:

The strategic plan serves as a blueprint of the City's goals and the planned projects and initiatives to achieve those goals. It is developed to help prioritize initiatives, resources, department operations and projects, and to provide clarity and transparency to the community about those priorities. The strategic plan is a big-picture document directing efforts and resources toward a clearly defined vision.

For Tumwater, strategic priorities and goals that guide work plans and budget processes have been developed, reviewed, and refreshed by Council on a recurring basis for many years. This year's strategic planning efforts by the City's elected officials and management staff was structured to build and capitalize on that history, and to expand on the transparency and accessibility of our efforts. As resources available to deliver more complex infrastructure, programs and services become more constrained, having an easy to read and understand document outlining the City's priorities – including how and why they were derived - is increasingly more important.

The proposed *Tumwater Strategic Plan 2026-2032* helps bring expectations and public service delivery into balance with available resources by:

- Providing clarity for community members and City staff about the projects, programs and initiatives the legislative body has deemed most important – especially for those things that may be in addition to mandated essential services and activities; and,
- Guiding the Mayor and staff in developing the biennial budget, annual work plans and other operational tools to help implement those projects, programs and initiatives.

Development of this strategic plan was supported by several on-going and new projects, such as the periodic update of the City's Comprehensive Plan and the statistically valid and community engagement surveys that were conducted earlier this year. The strategic planning process included the following public meetings of the City Council:

- June 7, 2025 Special Work Session (Saturday Retreat)
- June 28, 2025 Special Work Session (Saturday Retreat)
- September 9, 2025 Regular Work Session
- September 20, 2025 Special Work Session (Saturday Retreat)
- September 23, 2025, Regular Work Session

- October 14, 2024, Regular Work Session
- October 28, 2025, Regular Work Session

Staff is working on making the final edits that we've received from Council Members and on the final formatting. We anticipate having the document completely finalized for inclusion in the November 18, 2025 Regular Council Meeting packet.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

N/A

5) Fiscal Notes:

N/A

6) Attachments:

A: Resolution R2025-014

B: Final Strategic Plan

C: Track Changes Version of the Final Strategic Plan

RESOLUTION NO. R2025-014

A RESOLUTION of the City Council of the City of Tumwater, Washington, adopting the 2026 – 2032 Tumwater Strategic Plan.

WHEREAS, the City Council recognizes the importance of a clear and actionable strategic plan that aligns with and supports the biennial budget process to achieve the community's goals; and

WHEREAS, the Council envisions Tumwater as a thriving, inclusive, and people-centered city, where a resilient economy, vibrant neighborhoods, and a healthy natural environment foster strong community connections, civic pride, and a collective commitment to honoring our history while shaping a dynamic future; and

WHEREAS, the Council affirms its mission to work in partnership with the community to provide essential services, protect the environment, promote economic growth, and support a connected, inclusive social fabric where everyone belongs; and

WHEREAS, the Council upholds its values of people, environment, opportunity, partnership, learning, and excellence; and

WHEREAS, to support the City's vision, mission, and values the Council has prioritized the following focus areas for work: Vibrant, Livable, and Inclusive Community; Environmental Stewardship; Community Mobility; Health and Safety; Growth and Development; and Tumwater Excellence.

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

Section 1. Adoption. The Tumwater City Council hereby adopts the 2026-2032 Tumwater Strategic Plan attached as Exhibit A to support work planning, prioritization, and budgeting efforts.

Section 2. Implementation. The City Administrator is directed to oversee the implementation of the Strategic Plan, ensuring alignment with the approved budget and operational priorities.

Section 3. Monitoring and Reporting. Regular updates on the progress of the Strategic Plan shall be provided to the Council and the public, including milestones achieved.

Section 4. Modifications. To ensure the Strategic Plan supports a resilient and relevant approach to the community's needs, Council will review and update

the Focus Areas in odd years. Comprehensive updates of the plan will occur on a six-year cycle.

Section 5. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 6. 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 7. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this _____ day of _____, 20_____.

CITY OF TUMWATER

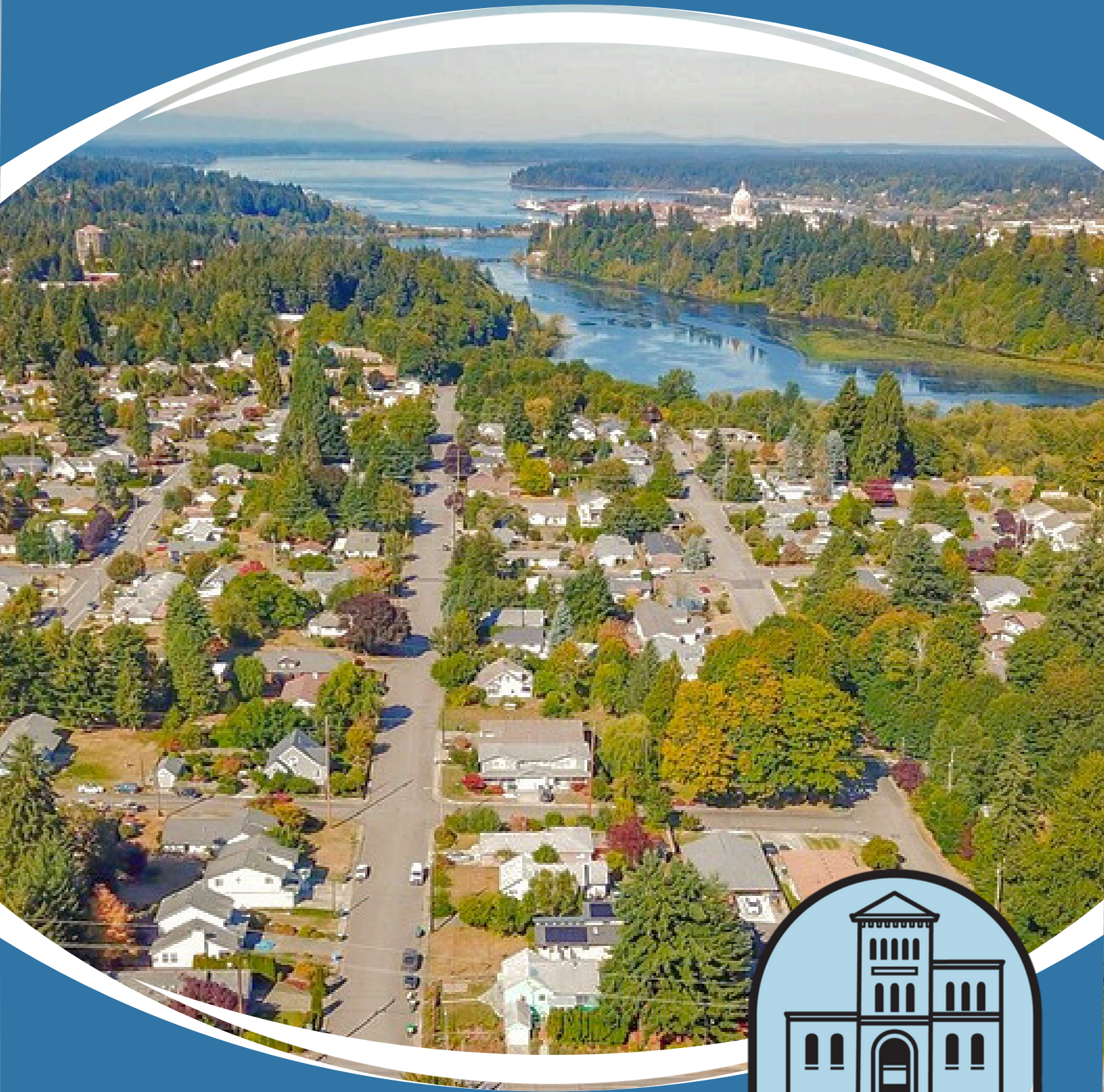
Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



CITY OF
TUMWATER

STRATEGIC PLAN

2026-2032

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WELCOME

Dear Reader,

Welcome to the future of Tumwater. As your Mayor and City Council, we are committed to fostering a vibrant and inclusive community where everyone enjoys the opportunity to thrive. Today, we are excited to share with you the foundation we will build upon to achieve this vision: our new Strategic Plan for 2026-2032.

This plan brings together our collective experiences serving the community and the feedback we've received along the way. We worked together to ensure that this plan meets the challenges of today and supports resilient systems for the future.

We encourage you to explore this plan and share your thoughts with us. Thank you for your continued support and commitment to making Tumwater a wonderful place to live, work, and play.

Debbie Sullivan, Mayor
Leatta Dahlhoff, Mayor Pro Tem
Angela Jefferson, Councilmember
Joan Cathey, Councilmember
Eileen Swarthout, Councilmember
Michael Althaus, Councilmember
Peter Agabi, Councilmember
Kelly Von Holtz, Councilmember

ACKNOWLEDGEMENTS

City Council

Debbie Sullivan, Mayor
Leatta Dahlhoff, Mayor Pro Tem
Angela Jefferson, Councilmember
Joan Cathey, Councilmember
Eileen Swarthout, Councilmember
Michael Althaus, Councilmember
Peter Agabi, Councilmember
Kelly Von Holtz, Councilmember

Management Team

Lisa Parks, City Administrator
Kelly Adams, Assistant City Administrator
Chuck Denney, Parks and Recreation Director
Brandon Hicks, Transportation & Engineering Director
Brian Hurley, Fire Chief
Lance Inman, Information Technology Director
Karen Kirkpatrick, City Attorney
Jay Mason, Police Chief
Brittaney McClanahan, Executive Assistant
Brad Medrud, Community Development Director
Troy Niemeyer, Finance Director
Dan Smith, Water Resources & Sustainability Director
Michelle Sutherland, Administrative Services Director
Jason Wettstein, Communications Director

Consultant

Amy Leneker, The Leneker Team

Photography

City of Tumwater staff
Experience Olympia & Beyond

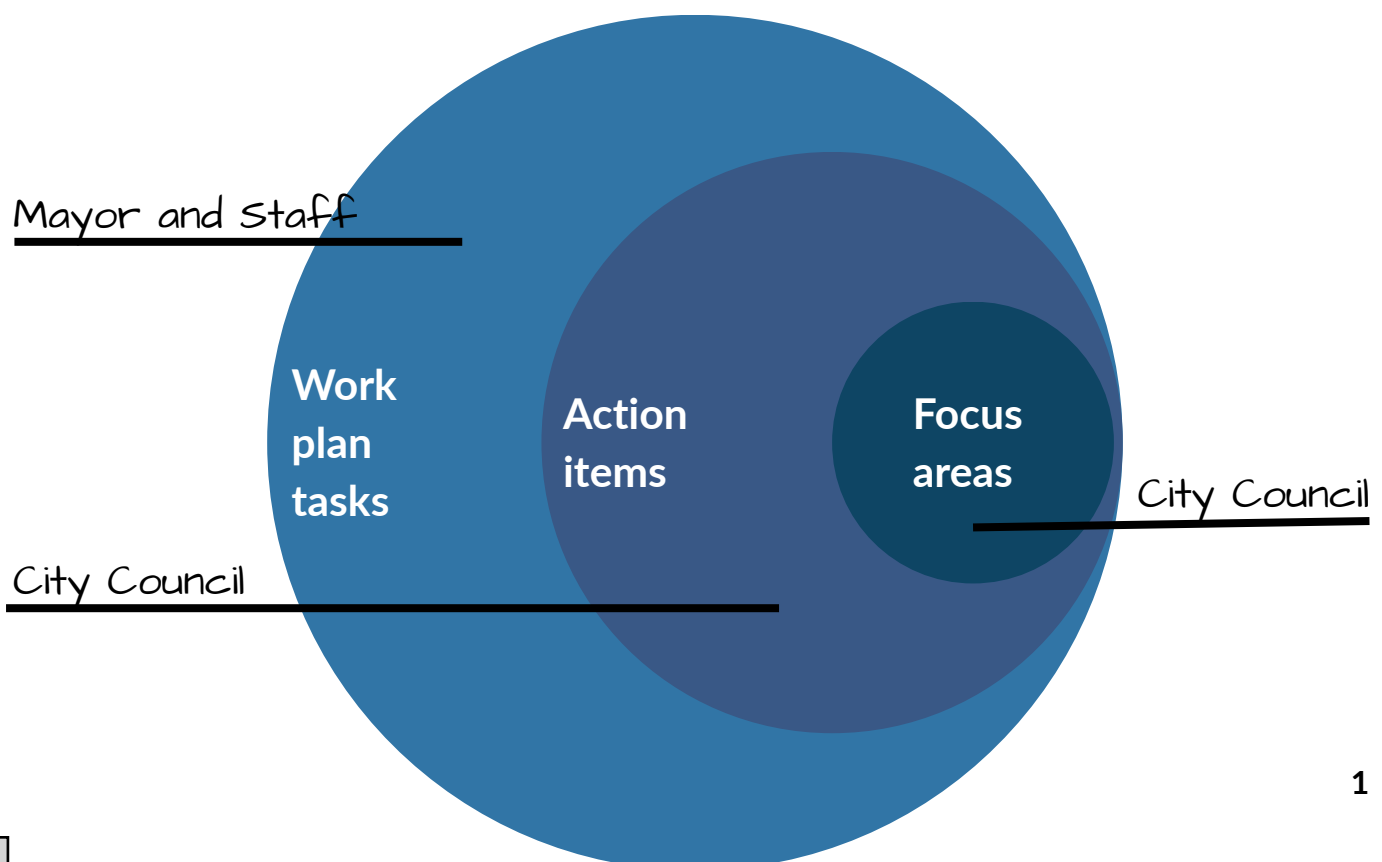
INTRODUCTION

This strategic plan shares guidance and direction from the Council to City staff, as they work to implement and provide services and infrastructure. It helps prioritize efforts, and creates transparency, particularly where there are on-going needs and challenges at the same time there are constraints on city resources. Based on previous priorities and goals, and on community input received through various, recent outreach efforts, the Council has developed this strategic plan.

The strategic plan centers on six focus areas, which are broad topic areas determined by the City Council to be a priority for Tumwater:

- Vibrant, Livable, and Inclusive Community
- Environmental Stewardship
- Community Mobility
- Health and Safety
- Growth and Development
- Tumwater Excellence

Each focus area includes a goal statement as well as a variety of prioritized action items to guide staff's development of annual work plans. Each action item has an identified lead department or co-lead departments who will be primarily responsible for coordinating and reporting to the City Council on the progress toward accomplishing the goal of the Focus Areas.



GLOSSARY OF TERMS

Below are key terms used within the Strategic Plan.

Vision: A statement of what we would like the community to be, long-term. This overarching vision articulates a shared community future.

Mission: A brief summary of the City's purpose, helping guide our actions and decisions aimed at effectively and responsibly serving our community.

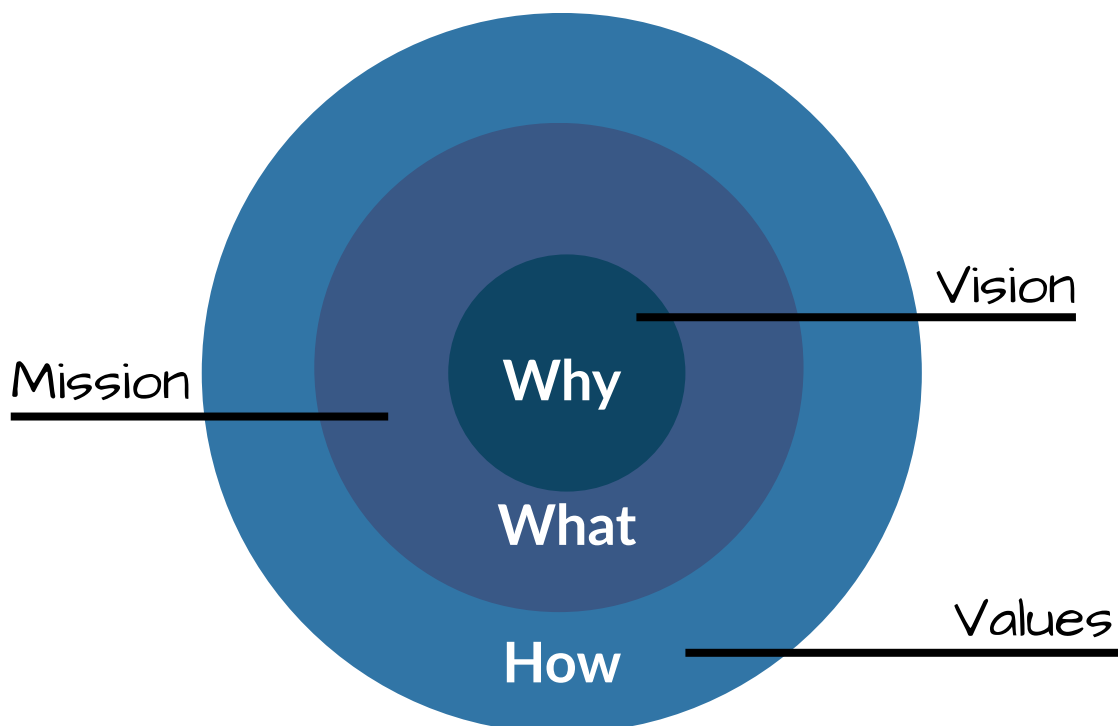
Values: The fundamental beliefs and core principles that guide our purpose and direction.

Focus Area: Broad subject areas that help to organize and communicate how we concentrate our time, energy and resources to help achieve the City's overall Vision and Mission.

Focus Area Goal Statement: A brief, outcome-focused statement of the results the City aims to achieve, over time, for a particular Focus Area.

Action Items: The general tasks or activities identified to support progress on the Focus Area Goal Statements.

Annual Work Plans: An outline of specific tasks or activities, organized by Focus Areas, that will be undertaken and reported to Council on an annual basis to support progress on specific Action Items.



VISION, MISSION, AND VALUES

Vision

Tumwater is a thriving, inclusive and people-centered city where a resilient economy, vibrant neighborhoods, and a healthy natural environment foster deep community connection, civic pride, and a shared commitment to honoring our history while shaping a dynamic tomorrow.

Mission

We work in partnership with our community to provide essential services, protect our environment, grow our economy, and to support a connected, inclusive social fabric where everyone belongs.

Values

People

We embrace the diversity of people in our community and strive to ensure everyone feels valued and included. We recognize the vital contributions of our staff and foster a supportive environment that promotes growth, celebrates achievements, and retains talent to serve our community with excellence.

Environment

We strive to safeguard and enhance our community's natural environment and social fabric through sustainable practices and long-term stewardship.

Opportunity

We pursue opportunities to enhance social, environmental, and economic well-being, and remain committed to achieving positive outcomes—even in challenging times.

Partnership

We work in partnership with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

Learning

We learn from experience, embrace innovation, and seek new ways to enhance City services and strengthen our community.

Excellence

With excellence, integrity, and efficiency, we deliver timely and responsive City services — empowering staff, stewarding public resources, and fostering civic trust.

IMPLEMENTATION FRAMEWORK

Roles and Responsibilities

One of the City's primary goals in undertaking this strategic planning effort is to identify the Council's priorities, providing guidance for future decision-making, particularly as our community grows and changes. This deliberate, ongoing process for decision-making relies on clearly defined roles and responsibilities:

Community members express their level of satisfaction with the community and the City's delivery of outcomes anticipated by the Strategic Plan.

City Council sets policy direction and approves the Strategic Plan, including the annually updated Work Plans and the biennial budget.

City staff manages implementation by developing and proposing the detailed tasks in the annual Work Plans, within the context of the biennial budget; carrying out the work plan tasks and evaluating and regularly reporting on progress made to implement the Strategic Plan.

Prioritization Criteria

While all of the work identified in the Strategic Plan is important, it cannot be completed all at once. These criteria will be used to help prioritize the relative favorability of a particular action item, when the work will occur, and what resources need to be allocated.

Overall Criteria

1. How does this advance the City's vision, mission, values, Comprehensive Plan?
2. Will this enhance an existing program/service and/or will it provide a new benefit not currently available?
3. What are the potential consequences – positive or negative – of inaction at this time?
4. What is the total resource commitment for this?
5. How is this a Tumwater community priority?

IMPLEMENTATION FRAMEWORK

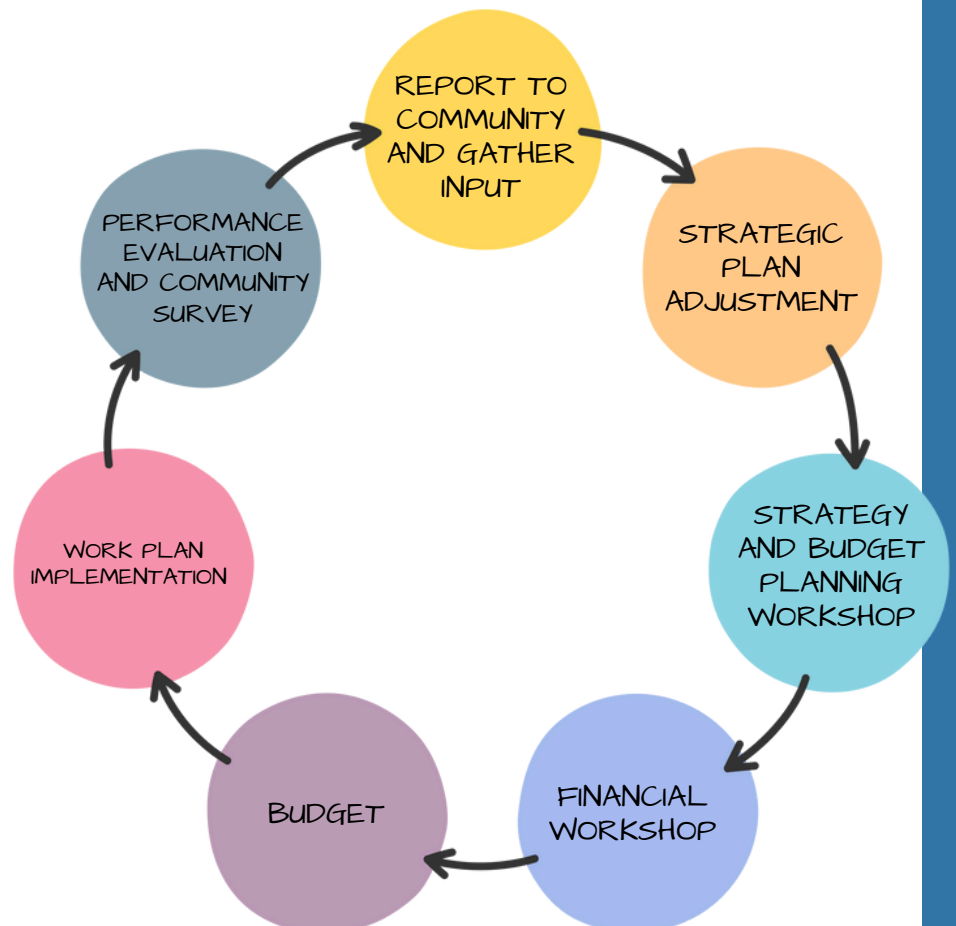
Strategic Plan Schedule

The City develops the Strategic Plan with a six-year, forward-looking perspective that is then coordinated with, and implemented by, the City's biennial budget development process. It is anticipated that modifications to the Strategic Plan during this six-year timeframe will be relatively small and incorporated as needed, and a more comprehensive update of the Strategic Plan will occur on a six-year cycle.

To ensure the Strategic Plan remains nimble and relevant to the community's needs and the Council's priorities, anticipated modifications will be accomplished on a recurring schedule. In even-numbered years, a new biennial budget is drafted and adopted. In odd-numbered years, Council will review and update the Focus Area Action Items. Every year, staff will provide updated Focus Area Work Plans to guide their work and to report to Council on the progress toward implementation and completion of Focus Area Action Items.

New Opportunity Process

Because new and emergent issues and opportunities are likely to arise, the City Council recognizes there needs to be a process to address more urgent actions that may come up outside of the recurring schedule described above. These new opportunities should be few in number and important to address immediately but must be weighed against the ability to deliver the already identified and prioritized Action Items and Annual Work Plans.



Focus Area: Overview

Vibrant, Livable, and Inclusive Community

Build a community recognized for quality, compassion, and humanity.

Environmental Stewardship

Be a leader in environmental health and sustainability.

Community Mobility

Create and maintain a transportation system safe for all modes of travel

Health & Safety

Provide and sustain quality public safety services.

Growth & Development

Pursue and support targeted community and economic development.

Tumwater Excellence

Refine and sustain a great organization.

Vibrant, Livable, and Inclusive Community

Build a community recognized for quality, compassion, and humanity.



ACTION ITEMS

- **Continue implementation of Tumwater Metropolitan Parks District (TMPD) initiatives.** (Parks & Recreation, Transportation & Engineering)
- **Increase affordable housing in Tumwater, including permanent and supportive housing.** (Community Development)
- **Develop partnerships and strategies to improve municipal service delivery to people in need.** (Executive)
- **Promote equity and inclusion within the Tumwater community.** (Executive)

Environmental Stewardship

Be a leader in environmental health and sustainability.



ACTION ITEMS

- **Conserve and protect Tumwater's water resources.** (Water Resources and Sustainability)
- **Implement and promote environmentally sustainable practices in the community.** (Water Resources and Sustainability)
- **Implement the Urban Forestry Management plan.** (Water Resources and Sustainability)
- **Implement the Climate Element of the Comprehensive Plan, inclusive of the Thurston Climate Mitigation plan.** (Water Resources and Sustainability)

Community Mobility

Create and maintain a transportation system safe for all modes of travel.



ACTION ITEMS

- **Provide a safe, efficient, and cost-effective transportation system.** (Transportation and Engineering)
- **Continue improving the maintenance of the transportation system.** (Transportation and Engineering)
- **Implement Capitol Boulevard plan.** (Transportation and Engineering, Community Development)
- **Improve maintenance and interconnectivity of a bicycle and pedestrian system.** (Transportation and Engineering)
- **Implement Brewery District plan.** (Transportation and Engineering, Community Development)
- **Develop a citywide trail system.** (Transportation and Engineering)
- **Explore opportunities to extend multimodal transportation facilities to areas of the City outside the urban core.** (Transportation and Engineering)

Health and Safety

Provide and sustain quality public safety services.



ACTION ITEMS

- Develop initiatives to address growing emergency service demands. (Police, Fire)
- Build existing law enforcement staff capacity to meet current core service delivery demands. (Police)
- Evaluate and promote City programs to reduce risk to life and property. (Fire)
- Explore and implement partnerships to improve efficiency of emergency service delivery. (Fire, Police)
- Review options for regionalization of fire/emergency services. (Fire)
- Transition to proactive code enforcement. (Police, Community Development)



Growth and Development

Pursue and support targeted growth and economic development.



ACTION ITEMS

- **Complete and implement the Habitat Conservation Plan.** (Community Development)
- **Leverage brownfield revitalization opportunities.** (Executive)
- **Update and implement the City's Economic Development Plan.** (Executive)
- **Attract, retain, and grow Tumwater businesses.** (Executive)
- **Promote tourism in Tumwater.** (Executive)

Tumwater Excellence

Refine and sustain a great organization.



ACTION ITEMS

- **Attract, retain, and promote a talented and diverse workforce.** (Administrative Services Department)
- **Be good stewards of public funds by following sustainable financial strategies.** (Finance)
- **Support an environment of continuous learning and improvement for staff and Council.** (Administrative Services Department)
- **Attract, retain, and support volunteer board members and commissioners.** (Executive)
- **Attract, retain, and promote a talented and diverse workforce.** (Administrative Services Department)
- **Be good stewards of public funds by following sustainable financial strategies.** (Finance)
- **Support an environment of continuous learning and improvement for staff and Council.** (Administrative Services Department)
- **Attract, retain, and support volunteer board members and commissioners.** (Executive)

Appendices

Appendix A: Prioritization Criteria

Legislative/Policy Prioritization Criteria: Focus Area Action Items

Overall Criteria:

1. How does this advance the City's vision, mission, values, and Comprehensive Plan?
2. Will this enhance an existing program/service and/or will it provide a new benefit not currently available?
3. What are the potential consequences – positive or negative – of inaction at this time?
4. What is the total resource commitment for this?
5. Why is this a Tumwater community priority?

New Opportunity Criteria:

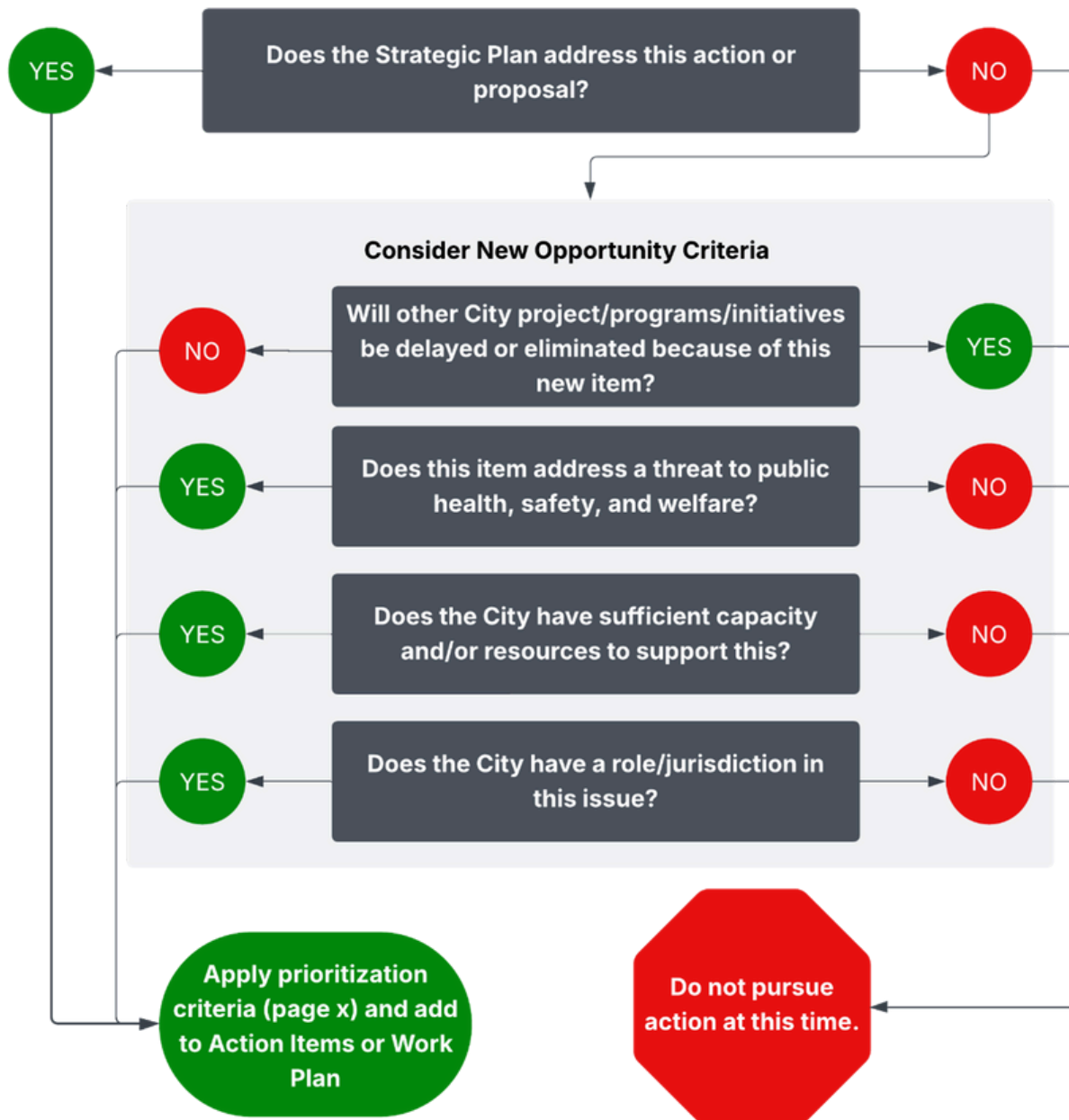
1. Will other City projects/programs/initiatives be delayed or eliminated because of this new item, and if so, is the delay/elimination acceptable?
2. How is this needed to address a threat to public health, safety, and welfare?
3. Does the City have sufficient capacity and/or resources to support this?
4. What should be the City's role in this?

Technical Prioritization Criteria: Focus Area Work Plans

1. Is this consistent with the City's vision, mission, and values?
2. Is this consistent with the Comprehensive Plan(s)?
3. Does this advance an adopted plan or policy or an existing objective?
4. Does this protect public health, safety and welfare?
5. Is this required to comply with a legal mandate?
6. Does this contribute to the community's tax base and/or directly generate revenue?
7. Does the City have sufficient staffing resources to support this?
8. Is funding available for implementation/construction?
9. Does this have a clearly identified source of revenue to support ongoing maintenance and operation?
10. Will existing City projects/programs/initiatives be delayed or eliminated because of this new item?
11. What are the consequences of that displacement decision?
12. Are there consequences of inaction?
13. Are there strong benefits of action?
14. How much control or influence over the intended outcome do we have?
15. Will this enhance what is already offered and/or provide a new benefit that is not currently available?
16. Does the City have existing skills/abilities/expertise to address this issue?
17. Is any other entity, private or public, better positioned to undertake this?
18. Does this result in benefits to the natural environment?
19. Does this result in negative impacts to the natural environment?
20. Are there acceptable mitigation measures available to address potential impacts to the natural environment?

Appendix B: New Opportunities Process

Strategic Plan actions will be identified and selected through an annual prioritization process described in the Annual Schedule. Where new opportunities for actions present themselves outside the annual process, their alignment with the Strategic Plan will be considered and evaluated. This evaluation will include the strength of an item's connection to the Strategic Plan's Focus Areas, whether it should be considered as a timely opportunity, and what impact including that action may have on existing priorities. This evaluative process is outlined below.



Appendix C: 2026 Work Plans

Vibrant, Livable, and Inclusive Community

Build a community recognized for quality, compassion, and humanity.

Environmental Stewardship

Be a leader in environmental health and sustainability.

Community Mobility

Create and maintain a transportation system safe for all modes of travel

Health & Safety

Provide and sustain quality public safety services.

Growth & Development

Pursue and support targeted community and economic development.

Tumwater Excellence

Refine and sustain a great organization.

2026 Focus Area Work Plan

Focus Area: Vibrant, Livable, and Inclusive Community

Goal Statement: *Build a community recognized for quality, compassion, and humanity.*

Action Item: Continue implementation of Tumwater Metropolitan Parks District (TMPD) initiatives.

- Complete the Community Center design and permitting (Parks and Recreation)
- Expand the Tumwater Arts program to define and form an Arts Commission (Parks and Recreation)
- Expand the Community Garden program at Isabella Bush Park (Parks and Recreation)
- Identify and prioritize deferred parks maintenance projects (Parks and Recreation)
- Complete Trail's End Park design and permitting (Parks and Recreation/Transportation and Engineering)

Action Item: Increase affordable housing in Tumwater, including permanent and supportive housing.

- Complete the low-income housing and homelessness programs evaluation (Community Development)
- Complete review/update of Multi-Family Tax Exemption (MFTE) program (Community Development)

Action Item: Develop partnerships and strategies to improve municipal service delivery to people in need.

- Review and update water shut-off policies (Water Resources and Sustainability)
- Continue review of available utility lifeline program expansion opportunities (Finance)
- Identify relevant stakeholders who can further sustainable, climate-adapted, and equitable food distribution in Tumwater (Community Development)
- Explore opportunities for the community to provide and engage in local and sustainable food production and consumption (Community Development)
- Identify process improvements to reduce applicant barriers in the Tumwater Community Human Services grant program (Executive)
- Manage 2026 Community Development Block Grant Tumwater allocation process (Community Development)

Action Item: Promote equity and inclusion within the Tumwater community.

- Work with the new Equity Commission to develop an initial work plan, including a strong community engagement process (Executive) **new**
- Communicate with Tribal governments to strengthen partnerships, share information, and promote opportunities (Executive)

2026 Focus Area Work Plan

Focus Area: Environmental Stewardship

Goal Statement: *Be a leader in environmental health and sustainability.*

Action Item: Conserve and protect Tumwater's water resources.

- Develop policies for the Septic to Sewer program to guide the extension of sewer mains and private properties to sewer (Water Resources and Sustainability) *new*
- Create and update the Wellhead protection program report (Water Resources and Sustainability) *new*
- Update the Water Conservation Plan to include support of water reuse opportunities (Water Resources and Sustainability) *new*

Action Item: Implement and promote environmentally sustainable practices in the community.

- Lead the regional partnership for watershed improvement under the Floodplains by Design program as the fiscal manager (Water Resources and Sustainability)
- Develop and promote a calendar of community outreach events on environmental sustainability topics (Water Resources and Sustainability)
- Promote a higher level of environmental and community protection through the integration of ecosystem services and environmental justice for City actions, where feasible (Water Resources and Sustainability) *new*
- Discuss opportunities to address solid waste diversion with Pacific LeMay and report back to Council (Water Resources and Sustainability) *new*
- Continue evaluation and reporting of green purchasing program (Water Resources and Sustainability) *new*
- Conduct baseline assessment of toxics in procured goods and services (Water Resources and Sustainability) *new*

Action Item: Implement the Urban Forestry Management plan.

- Develop amendments to the Tree and Vegetation Protection Ordinance for Council review (Community Development)
- Develop and implement an invasive pest management response program (Water Resources and Sustainability) *new*
- Update tree inventory to include additional areas such as Right of Ways (Water Resources and Sustainability)
- Complete maintenance work plan for historic Meeker Davis Garry Oak Tree (Water Resources and Sustainability)

2026 Focus Area Work Plan

Focus Area: Environmental Stewardship

Goal Statement: *Be a leader in environmental health and sustainability.*

Action Item: Implement the Climate Element of the Comprehensive Plan, inclusive of the Thurston Climate Mitigation plan.

- Use results from investment grade audit to pursue grant funding to support City Facility Decarbonization (Water Resources and Sustainability) *new*
- Complete City Facility and Infrastructure Climate Change Vulnerability Assessment (Water Resources and Sustainability)
- Work with Civic Spark Program (FTE for 9 months) to develop standard operating procedures to ensure vulnerable populations are contacted pre and post emergency (Water Resources and Sustainability) *new*
- Reaffirm reduction targets of GHG emissions and define 10-year implementation plan (Water Resources and Sustainability) *new*

2026 Focus Area Work Plan

Focus Area: Community Mobility

Goal Statement: *Create and maintain a transportation system safe for all modes of travel.*

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

- Adopt transportation impact fee program (Transportation Engineering)
- Complete design of Mottman Road improvements (Transportation Engineering)
- Begin construction on Tyee Drive Extension, Tumwater Boulevard to Prine Drive (Transportation Engineering)

Action Item: Continue improving the maintenance of the transportation system.

- Complete planning and begin design of 2027 Pavement Maintenance Project (Transportation Engineering)
- Complete planning and design of 2027 Multimodal Improvements project (Transportation Engineering)

Action Item: Implement Capitol Boulevard Corridor Plan.

- Continue acquisition planning for former WSDOT Headquarters site (Executive)
- Continue Right of Way progress on X Street before potential loss of funding (Transportation Engineering)

Action Item: Improve maintenance and interconnectivity of a bicycle and pedestrian system.

- Continue evaluation of new funding sources for the sidewalk program (Transportation Engineering)
- Continue implementation of the ADA Transition Plan (Transportation Engineering)
- Complete construction of 2nd Ave Pedestrian and Bicycle Improvements (Transportation Engineering)
- Complete Right of Way for X Street Roundabout (Transportation Engineering)

2026 Focus Area Work Plan

Focus Area: Community Mobility

Goal Statement: *Create and maintain a transportation system safe for all modes of travel.*

Action Item: Implement Brewery District Plan.

- Pursue funding source for design and Right of Way acquisition to support E Street Connection (Executive)
- Action Items: Develop a citywide trail system. (Transportation Engineering)
- Complete design of the full Deschutes Valley Trail (Transportation Engineering)
- Complete bid and secure contractor to construct portion C of the Deschutes Valley Trail (Transportation Engineering)

Action Items: Explore opportunities to extend multimodal transportation facilities to areas of the city outside the urban core.

- Explore opportunity for revised road striping outside the urban core to accommodate multimodal use (Transportation Engineering) *new*



2026 Focus Area Work Plan

Focus Area: Health and Safety

Goal Statement: *Provide and sustain quality public safety services.*

Action Item: Develop initiatives to address growing emergency service demands.

- Continue implementation of Body Worn Camera program (Police)
- Research automatic license plate reader camera systems, present options to Council for directions (Police)
- Continue implementation of the Law Enforcement Records Management System (Police)
- Develop a “Standard of Cover” document for resource deployment to include future fire station location analysis (Fire) *new*

Action Item: Build existing law enforcement staff capacity to meet current core service delivery demands.

- Per the TPD Strategic Growth Plan, add seven officers to meet growing demand for new and enhanced services (Police)

Action Item: Explore and implement partnerships to improve efficiency of emergency service delivery.

- Implement crisis response program in partnership with Olympic Health and Recovery Services (Fire)
- Explore expanded fire training partnership with Olympia Fire Department and other regional partners (Fire)
- Evaluate TPD participation in a regionalized SWAT program and develop recommendation (Police)
- Expand the FD Cares program (Fire)

2026 Focus Area Work Plan

Focus Area: Health and Safety

Goal Statement: *Provide and sustain quality public safety services.*

Action Item: Evaluate and promote City programs to reduce risk to life and property.

- Conduct Community Risk Assessment to identify and prioritize local risks and make recommendations to reduce occurrence and impact (Fire) *new*
- Improve social media presence to inform community (Police)
- Continue School Resource Officer program (Police)
- Complete HB 1400 training standards in 2026 (required by 2028) (Police)

Action Item: Review options for regionalization of fire/emergency services.

- Review and update the 2019 Fire Regionalization Study (Fire)
- Action Item: Transition to proactive code enforcement.
- Prioritize legacy enforcement sites (Police and Community Development) *new*
- Develop work plans and cost estimates for each legacy enforcement site (Police and Community Development) *new*

2026 Focus Area Work Plan

Focus Area: Growth and Development

Goal Statement: *Pursue and support targeted community and economic development.*

Action Item: Complete and implement the Habitat Conservation Plan (HCP).

- Begin the NEPA/SEPA review process for the draft HCP (Community Development) new
- Complete implementation planning on the processes that need to be in place when the HCP is adopted (Community Development)
- Identify and prioritize conservation lands for acquisition/easement (Community Development)

Action Item: Leverage brownfield revitalization opportunities

- Identify and pursue funding to begin implementation of the next phase of the Planned Action Environmental Impact Statement process for the brewery area redevelopment (Executive)
- Conduct Phase II environmental site assessments of acquired Deschutes Valley Properties with funding from the Environmental Protection Agency Community Wide Assessment Grant (Executive)
- Publish Opportunity Sites Inventory online to share information about redevelopment opportunities (Executive) *new*

Action Item: Update and implement the city's Economic Development Plan.

- Provide quarterly reports to Council on Economic Development conditions in Tumwater (Executive) *new*

2026 Focus Area Work Plan

Focus Area: Growth and Development

Goal Statement: *Pursue and support targeted community and economic development.*

Action Item: Attract, retain, and grow Tumwater businesses.

- Increase engagement in advisory committees, workgroups, speaking opportunities, and business roundtables to strengthen partnerships and initiative planning with local business groups such as the Thurston Chamber of Commerce, the Tumwater Chamber of Commerce and the Thurston Economic Development Council (Executive) *new*
- Publish improved online outreach and resources for business site selectors (Executive) *new*
- Conduct quantitative and qualitative analysis on economic conditions and business sentiment to identify policy barriers and opportunities for business growth and retention (Executive) *new*
- Implement new ERP permitting module to improve permitting processes for development and construction (Community Development)

Action Item: Promote tourism in Tumwater.

- Participate in the development and distribution of Visitor and Convention Bureau materials (Executive) *new*
- Develop strategies to promote Tumwater's historic properties with the Olympia Tumwater Foundation (Executive) *new*
- Reduce barriers for applicants to the lodging tax grant program by improving application language and hosting a workshop for applicants (Executive) *new*

2026 Focus Area Work Plan

Focus Area: Tumwater Excellence

Goal Statement: *Refine and sustain a great organization.*

Action Item: Attract, retain, and promote a talented and diverse workforce.

- Explore strategies to improve participation in the Employee Wellness Program (Administrative Services)
- Conduct annual compensation and classification audits to identify and address pay disparities and ensure internal equity across demographic groups (Administrative Services) *new*
- Design a welcoming onboarding program that integrates new hires into the organizational culture (Administrative Services) *new*
- Redesign recruitment materials and outreach strategies as an “Employer of Choice” to attract diverse talent to include partnering with community organizations, military transition programs, minority-serving institutions, and professional associations (Administrative Services)
- Continue to implement structured interview protocols and diverse hiring panels to reduce bias, ensure consistency, and align candidate evaluation with core competencies (Administrative Services)

Action Item: Be good stewards of public funds by following sustainable financial strategies.

- Plan, present, and publish the biennial budget for 2027-2028 (Finance) *new*
- Present regular financial reports to Budget and Finance Committee (Finance)
- Action Item: Support an environment of continuous learning and improvement, including council.
- Develop and implement the Niche Academy framework that aligns with organizational goals, workforce competencies, and employee growth pathways, including both mandatory training and aspirational learning (Administrative Services)
- Develop a structured leadership development program for supervisors and emerging leaders focused on emotional intelligence, equity-centered management, and effective coaching practices (Administrative Services) *new*
- Develop competency-based training and development plan frameworks that support continuous learning, leadership readiness, and equitable access to advancement opportunities (Administrative Services) *new*
- Provide training opportunities for elected officials, including onboarding (Executive)

2026 Focus Area Work Plan

Focus Area: Tumwater Excellence

Goal Statement: *Refine and sustain a great organization.*

Action Item: Attract, retain, and support volunteer board members and commissioners.

- Study stipends for boards and commissions (Executive)
- Update policies, procedures, and charters for all boards and commissions (Executive)
- Schedule regular meetings between Council and Advisory Boards and Commissions to improve communication (Executive) *new*
- Complete onboarding and training program for new appointed Advisory Board and Commission members (Executive) *new*

Action Item: Create a dynamic culture of diversity, equity, inclusion, and belonging.

- Review plans, policies, and documents for potentially racist and biased language (Executive)
- Deliver annual training for all managers and supervisors on equitable decision-making, cultural competence, and psychological safety (Administrative Services)
- Conduct a diversity, equity, inclusion, and belonging lens review of personnel and operating policies to identify and remove systemic barriers (Administrative Services)
- Expand outreach to underrepresented groups through community partnerships, inclusive job postings, and implicit bias training for hiring managers (Administrative Services)

Tumwater Strategic Plan

2026 - 2032

FINAL DRAFT

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Welcome

Dear Reader,

Welcome to the future of Tumwater. As your Mayor and City Council, we are committed to fostering a vibrant and inclusive community where everyone enjoys the opportunity to thrive. Today, we are excited to share with you the foundation we will build upon to achieve this vision: our new Strategic Plan for 2026-2032.

This plan brings together our collective experiences serving the community and the feedback we've received along the way. We worked together to ensure that this plan meets the challenges of today and supports resilient systems for the future. We encourage you to explore this plan and share your thoughts with us. Thank you for your continued support and commitment to making Tumwater a wonderful place to live, work, and play.

Debbie Sullivan, Mayor
Leatta Dahlhoff, Mayor Pro Tem
Angela Jefferson, Councilmember
Joan Cathey, Councilmember
Eileen Swarthout, Councilmember
Michael Althausen, Councilmember
Peter Agabi, Councilmember
Kelly Von Holtz, Councilmember

Acknowledgements

City Council

Debbie Sullivan, Mayor
Leatta Dahlhoff, Mayor Pro Tem
Angela Jefferson, Councilmember
Joan Cathey, Councilmember
Eileen Swarthout, Councilmember
Michael Althaus, Councilmember
Peter Agabi, Councilmember
Kelly Von Holtz, Councilmember

Management Team

Lisa Parks, City Administrator
Kelly Adams, Assistant City Administrator
Chuck Denney, Parks and Recreation Director
Brandon Hicks, Transportation and Engineering Director
Brian Hurley, Fire Chief
Karen Kirkpatrick, City Attorney
Jay Mason, Police Chief
Brittaney McClanahan, Executive Assistant
Brad Medrud, Community Development Director
Troy Niemeyer, Finance Director
Dan Smith, Water Resources and Sustainability Director
Michelle Sutherland, Human Resource Director
Jason Wettstein, Communications Director

Consultant

Amy Leneker, The Leneker Team

Introduction

This strategic plan shares guidance and direction from the Council to City staff, as they work to implement and provide services and infrastructure. It helps prioritize efforts, and creates transparency, particularly where there are on-going needs and challenges at the same time there are constraints on city resources. Based on previous priorities and goals, and on community input received through various, recent outreach efforts, the Council has developed this strategic plan.



The strategic plan centers on six focus areas, which are broad topic areas determined by the City Council to be a priority for Tumwater:

- Vibrant, Livable, and Inclusive Community
- Environmental Stewardship
- Community Mobility
- Health and Safety
- Growth and Development
- Tumwater Excellence

Each focus area includes a goal statement as well as a variety of prioritized **action items** to guide staff's development of **annual work plans**. Each action item has an identified lead department or co-lead departments who will be primarily responsible for coordinating and reporting to the City Council on the progress toward accomplishing the goal of the Focus Areas.

Glossary of Terms

Below are key terms used within the Strategic Plan.

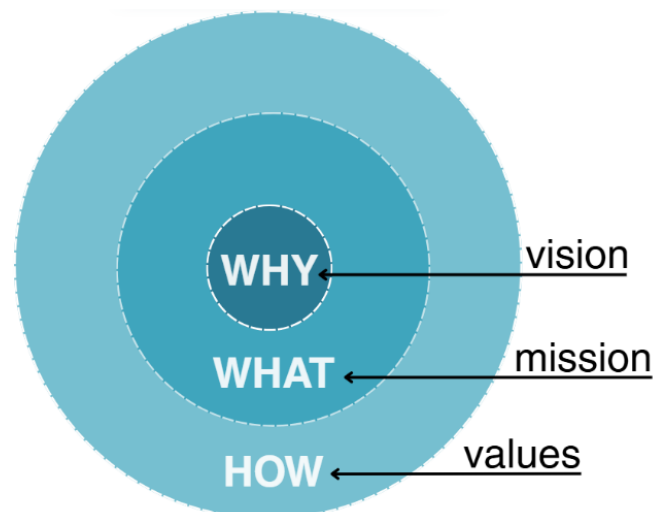
Vision: A statement of what we would like the community to be, long-term. This overarching vision articulates a shared community future.

Mission: A brief summary of the City's purpose, helping guide our actions and decisions aimed at effectively and responsibly serving our community.

Values: The fundamental beliefs and core principles that guide our purpose and direction.

Focus Area: Broad subject areas that help to organize and communicate how we concentrate our time, energy and resources to help achieve the City's overall Vision and Mission.

Focus Area Goal Statement: A brief, outcome-focused statement of the results the City aims to achieve, over time, for a particular Focus Area.



Action Items: The general tasks or activities identified to support progress on the Focus Area Goal Statements.

Annual Work Plans: An outline of specific tasks or activities, organized by **Focus Areas**, that will be undertaken and reported to Council on an annual basis to support progress on specific Action Items.

Vision, Mission, and Values

Vision

Tumwater is a thriving, inclusive and people-centered city where a resilient economy, vibrant neighborhoods, and a healthy natural environment foster deep community connection, civic pride, and a shared commitment to honoring our history while shaping a dynamic tomorrow.

Mission

We work in partnership with our community to provide essential services, protect our environment, grow our economy, and to support a connected, inclusive social fabric where everyone belongs.

Values

People

We embrace the diversity of **people** in our community and strive to ensure everyone feels valued and included. We recognize the vital contributions of our staff and foster a supportive environment that promotes growth, celebrates achievements, and retains talent to serve our community with excellence.

Environment

We strive to safeguard and enhance our community's natural **environment** and social fabric through sustainable practices and long-term stewardship.

Opportunity

We pursue **opportunities** to enhance social, environmental, and economic well-being, and remain committed to achieving positive outcomes—even in challenging times.

Partnership

We work in **partnership** with residents, businesses, community organizations, and governments to address challenges and advance shared goals.

Learning

We **learn** from experience, embrace innovation, and seek new ways to enhance City services and strengthen our community.

Excellence

With **excellence**, integrity, and efficiency we deliver timely and responsive City services — empowering staff, stewarding public resources, and fostering civic trust.

Implementation Framework

Roles and Responsibilities

One of the City's primary goals in undertaking this strategic planning effort is to identify the Council's priorities, providing guidance for future decision-making, particularly as our community grows and changes. This deliberate, ongoing process for decision-making relies on clearly defined roles and responsibilities:

Community members express their level of satisfaction with the community and the City's delivery of outcomes anticipated by the Strategic Plan.

City Council sets policy direction and approves the Strategic Plan, including the annually updated Work Plans and the biennial budget.

City staff manages implementation by developing and proposing the detailed tasks in the annual Work Plans, within the context of the biennial budget; carrying out the work plan tasks and evaluating and regularly reporting on progress made to implement the Strategic Plan.

Strategic Plan Prioritization Criteria

While all of the work identified in the Strategic Plan is important, it cannot be completed all at once. These criteria will be used to help prioritize the relative favorability of a particular action item, when the work will occur, and what resources need to be allocated.

Overall Criteria

1. How does this advance the City's vision, mission, values, Comprehensive Plan?
2. Will this **enhance** an existing program/service and/or will it provide a new benefit not currently available?
3. What are the potential **consequences** – positive or negative – of inaction at this time?

4. What is the total **resource** commitment for this?
5. How is this a Tumwater community **priority**?

Strategic Plan Schedule

The City develops the Strategic Plan with a six-year, forward-looking perspective that is then coordinated with, and implemented by, the City's biennial budget development process. It is anticipated that modifications to the Strategic Plan during this six-year timeframe will be relatively small and incorporated as needed, and a more comprehensive update of the Strategic Plan will occur on a six-year cycle.

To ensure the Strategic Plan remains nimble and relevant to the community's needs and the Council's priorities, anticipated modifications will be accomplished on a recurring schedule. In even-numbered years, a new biennial budget is drafted and adopted. In odd-numbered years, Council will review and update the Focus Area Action Items. Every year, staff will provide updated Focus Area Work Plans to guide their work and to report to Council on the progress toward implementation and completion of Focus Area Action Items.

New Opportunity Process

Because new and emergent issues and opportunities are likely to arise, the City Council recognizes there needs to be a process to address more urgent actions that may come up outside of the recurring schedule described above. These new opportunities should be few in number and important to address immediately but must be weighed against the ability to deliver the already identified and prioritized Action Items and Annual Work Plans.

Focus Areas (Overview)

FOCUS AREA	GOAL STATEMENT
Vibrant, Livable, and Inclusive Community	Build a community recognized for quality, compassion, and humanity.
Environmental Stewardship	Be a leader in environmental health and sustainability.
Community Mobility	Create and maintain a transportation system safe for all modes of travel.
Health & Safety	Provide and sustain quality public safety services.
Growth & Development	Pursue and support targeted community and economic development.
Tumwater Excellence	Refine and sustain a great organization.

Focus Area: Vibrant, Livable, and Inclusive Community

GOAL STATEMENT: Build a community recognized for quality, compassion, and humanity.

ACTION ITEMS	LEAD DEPARTMENT
Continue implementation of Tumwater Metropolitan Parks District (TMPD) initiatives.	Parks and Recreation, Transportation and Engineering
Increase affordable housing in Tumwater, including permanent and supportive housing.	Community Development
Develop partnerships and strategies to improve municipal service delivery to people in need.	Executive
Promote equity and inclusion within the Tumwater Community.	Executive

Focus Area: Environmental Stewardship

GOAL STATEMENT: Be a leader in environmental health and sustainability.

ACTION ITEMS	LEAD DEPARTMENT
Conserve and protect Tumwater’s water resources.	Water Resources and Sustainability
Implement and promote environmentally sustainable practices in the community.	Water Resources and Sustainability
Implement the Urban Forestry Plan.	Water Resources and Sustainability
Implement the Thurston Climate Mitigation Plan.	Water Resources and Sustainability

Focus Area: Community Mobility

GOAL STATEMENT: Create and maintain a transportation system that is safe for all modes of travel.

ACTION ITEMS	LEAD DEPARTMENT
Provide a safe, efficient, and cost-effective transportation system.	Transportation and Engineering
Continue improving the maintenance of the transportation system.	Transportation and Engineering
Implement Capitol Boulevard plan.	Transportation and Engineering, Community Development
Improve maintenance and interconnectivity of a bicycle and pedestrian system.	Transportation and Engineering
Implement Brewery District plan.	Transportation and Engineering, Community Development
Develop a citywide trail system.	Transportation and Engineering
Explore opportunities to extend multimodal transportation facilities to areas of the City outside the urban core.	Transportation and Engineering

Focus Area: Health and Safety

GOAL STATEMENT: Provide and sustain quality public safety services.

ACTION ITEMS	LEAD DEPARTMENT
Develop initiatives to address growing emergency service demands.	Police, Fire
Build existing law enforcement staff capacity to meet current core service delivery demands.	Police
Evaluate and promote City programs to reduce risk to life and property.	Fire
Explore and implement partnerships to improve efficiency of emergency service delivery.	Fire, Police
Review options for regionalization of fire/emergency services.	Fire
Transition to proactive code enforcement.	Police, Community Development

Focus Area: Growth and Development

GOAL STATEMENT: Pursue and support targeted community and economic development.

ACTION ITEMS	LEAD DEPARTMENT
Complete and implement the Habitat Conservation Plan.	Community Development
Leverage brownfield revitalization opportunities.	Executive
Update and implement the City’s Economic Development Plan.	Executive
Attract, retain, and grow Tumwater businesses.	Executive
Promote tourism in Tumwater.	Executive

Focus Area: Tumwater Excellence

GOAL STATEMENT: Refine and sustain a great organization.

ACTION ITEMS	LEAD
Attract, retain, and promote a talented and diverse workforce.	Administrative Services Department
Be good stewards of public funds by following sustainable financial strategies.	Finance
Support an environment of continuous learning and improvement for staff and Council.	Administrative Services Department
Attract, retain, and support volunteer board members and commissioners.	Executive
Create a dynamic organizational culture of diversity, equity, inclusion, and belonging.	Administrative Services Department

Appendices

Prioritization Criteria

Legislative/Policy Prioritization Criteria: Focus Area Action Items

Overall Criteria:

1. How does this advance the City's vision, mission, values, and Comprehensive Plan?
2. Will this enhance an existing program/service and/or will it provide a new benefit not currently available?
3. What are the potential consequences – positive or negative – of inaction at this time?
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5. Why is this a Tumwater community priority?

New Opportunity Criteria:

1. Will other City projects/programs/initiatives be delayed or eliminated because of this new item, and if so, is the delay/elimination acceptable?
2. How is this needed to address a threat to public health, safety, and welfare?
3. Does the City have sufficient capacity and/or resources to support this?
4. What should be the City's role in this?

Technical Prioritization Criteria: Focus Area Work Plans

1. Is this consistent with the City's vision, mission, and values?
2. Is this consistent with the Comprehensive Plan(s)?
3. Does this advance an adopted plan or policy or an existing objective?
4. Does this protect public health, safety and welfare?
5. Is this required to comply with a legal mandate?
6. Does this contribute to the community's tax base and/or directly generate revenue?
7. Does the City have sufficient staffing resources to support this?
8. Is funding available for implementation/construction?
9. Does this have a clearly identified source of revenue to support ongoing maintenance and operation?
10. Will existing City projects/programs/initiatives be delayed or eliminated because of this new item?
11. What are the consequences of that displacement decision?
12. Are there consequences of inaction?
13. Are there strong benefits of action?

14. How much control or influence over the intended outcome do we have?
15. Will this enhance what is already offered and/or provide a new benefit that is not currently available?
16. Does the City have existing skills/abilities/expertise to address this issue?
17. Is any other entity, private or public, better positioned to undertake this?
18. Does this result in benefits to the natural environment?
19. Does this result in negative impacts to the natural environment?
20. Are there acceptable mitigation measures available to address potential impacts to the natural environment?

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2026 Focus Area Work Plans

Focus Area: Vibrant, Livable, and Inclusive Community

Goal Statement: *Build a community recognized for quality, compassion, and humanity.*

Action Item: Continue implementation of Tumwater Metropolitan Parks District (TMPD) initiatives.

- Complete the Community Center design and permitting (Parks and Recreation)
- Expand the Tumwater Arts program to define and form an Arts Commission (Parks and Recreation)
- Expand the Community Garden program at Isabella Bush Park (Parks and Recreation)
- Identify and prioritize deferred parks maintenance projects (Parks and Recreation)
- Complete Trail's End Park design and permitting (Parks and Recreation/Transportation and Engineering)

Action Item: Increase affordable housing in Tumwater, including permanent and supportive housing.

- Complete the low-income housing and homelessness programs evaluation (Community Development)
- Complete review/update of Multi-Family Tax Exemption (MFTE) program (Community Development)

Action Item: Develop partnerships and strategies to improve municipal service delivery to people in need.

- Review and update water shut-off policies (Water Resources and Sustainability)
- Continue review of available utility lifeline program expansion opportunities (Finance)
- Identify relevant stakeholders who can further sustainable, climate-adapted, and equitable food distribution in Tumwater (Community Development)
- Explore opportunities for the community to provide and engage in local and sustainable food production and consumption (Community Development)
- Identify process improvements to reduce applicant barriers in the Tumwater Community Human Services grant program (Executive)

- Manage 2026 Community Development Block Grant Tumwater allocation process (Community Development)

Action Item: Promote equity and inclusion within the Tumwater community.

- Work with the new Equity Commission to develop an initial work plan, including a strong community engagement process (Executive) *new*
- Communicate with Tribal governments to strengthen partnerships, share information, and promote opportunities (Executive)

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Focus Area: Environmental Stewardship

Goal Statement: *Be a leader in environmental health and sustainability.*

Action Item: Conserve and protect Tumwater's water resources.

- Develop policies for the Septic to Sewer program to guide the extension of sewer mains and private properties to sewer (Water Resources and Sustainability) **new**
- Create and update the Wellhead protection program report (Water Resources and Sustainability) **new**
- Update the Water Conservation Plan to include support of water reuse opportunities (Water Resources and Sustainability) **new**

Action Item: Implement and promote environmentally sustainable practices in the community.

- Lead the regional partnership for watershed improvement under the Floodplains by Design program as the fiscal manager (Water Resources and Sustainability)
- Develop and promote a calendar of community outreach events on environmental sustainability topics (Water Resources and Sustainability)
- Promote a higher level of environmental and community protection through the integration of ecosystem services and environmental justice for City actions, where feasible (Water Resources and Sustainability) **new**
- Discuss opportunities to address solid waste diversion with Pacific LeMay and report back to Council **new**
- Continue evaluation and reporting of green purchasing program **new**
- Conduct baseline assessment of toxics in procured goods and services **new**

Action Item: Implement the Urban Forestry Management plan.

- Develop amendments to the Tree and Vegetation Protection Ordinance for Council review (Community Development)
- Develop and implement an invasive pest management response program (Water Resources and Sustainability) **new**
- Update tree inventory to include additional areas such as Right of Ways (Water Resources and Sustainability)
- Complete maintenance work plan for historic Meeker Davis Garry Oak Tree (Water Resources and Sustainability)

Action Item: Implement the Climate Element of the Comprehensive Plan, inclusive of the Thurston Climate Mitigation plan.

- Use results from investment grade audit to pursue grant funding to support City Facility Decarbonization (Water Resources and Sustainability) **new**
- Complete City Facility and Infrastructure Climate Change Vulnerability Assessment (Water Resources and Sustainability)
- Work with Civic Spark Program (FTE for 9 months) to develop standard operating procedures to ensure vulnerable populations are contacted pre and post emergency (Water Resources and Sustainability) **new**
- **Reaffirm reduction targets of GHG emissions and define 10-year implementation plan new**

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Focus Area: Health and Safety

Goal Statement: *Provide and sustain quality public safety services.*

Action Item: Develop initiatives to address growing emergency service demands.

- Continue implementation of Body Worn Camera program (Police)
- Research automatic license plate reader camera systems, present options to Council for directions (Police)
- Continue implementation of the Law Enforcement Records Management System (Police)
- Develop a “Standard of Cover” document for resource deployment to include future fire station location analysis (Fire) *new*

Action Item: Build existing law enforcement staff capacity to meet current core service delivery demands.

- Per the TPD Strategic Growth Plan, add seven officers to meet growing demand for new and enhanced services (Police)

Action Item: Explore and implement partnerships to improve efficiency of emergency service delivery.

- Implement crisis response program in partnership with Olympic Health and Recovery Services (Fire)
- Explore expanded fire training partnership with Olympia Fire Department and other regional partners (Fire)
- Evaluate TPD participation in a regionalized SWAT program and develop recommendation (Police)
- Expand the FD Cares program (Fire)

Action Item: Evaluate and promote City programs to reduce risk to life and property.

- Conduct Community Risk Assessment to identify and prioritize local risks and make recommendations to reduce occurrence and impact (Fire) *new*
- Improve social media presence to inform community (Police)
- Continue School Resource Officer program (Police)
- Complete HB 1400 training standards in 2026 (required by 2028) (Police)

Action Item: Review options for regionalization of fire/emergency services.

- Review and update the 2019 Fire Regionalization Study (Fire)

Action Item: Transition to proactive code enforcement.

- Prioritize legacy enforcement sites (Police and Community Development) **new**
- Develop work plans and cost estimates for each legacy enforcement site (Police and Community Development) **new**

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Focus Area: Community Mobility

Goal Statement: *Create and maintain a transportation system safe for all modes of travel.*

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

- Adopt transportation impact fee program (Transportation Engineering)
- Complete design of Mottman Road improvements (Transportation Engineering)
- Begin construction on Tyee Drive Extension, Tumwater Boulevard to Prine Drive (Transportation Engineering)

Action Item: Continue improving the maintenance of the transportation system.

- Complete planning and begin design of 2027 Pavement Maintenance Project (Transportation Engineering)
- Complete planning and design of 2027 Multimodal Improvements project (Transportation Engineering)

Action Item: Implement Capitol Boulevard Corridor Plan.

- Continue acquisition planning for former WSDOT Headquarters site (Executive)
- Continue Right of Way progress on X Street before potential loss of funding (Transportation Engineering)

Action Item: Improve maintenance and interconnectivity of a bicycle and pedestrian system.

- Continue evaluation of new funding sources for the sidewalk program (Transportation Engineering)
- Continue implementation of the ADA Transition Plan (Transportation Engineering)
- Complete construction of 2nd Ave Pedestrian and Bicycle Improvements (Transportation Engineering)
- Complete Right of Way for X Street Roundabout (Transportation Engineering)

Item: Implement Brewery District Plan.

- Pursue funding source for design and Right of Way acquisition to support E Street Connection (Executive)

Action Items: Develop a citywide trail system.

- Complete design of the full Deschutes Valley Trail (Transportation Engineering)

- Complete bid and secure contractor to construct portion C of the Deschutes Valley Trail (Transportation Engineering)

Action Items: Explore opportunities to extend multimodal transportation facilities to areas of the city outside the urban core.

- Explore opportunity for revised road striping outside the urban core to accommodate multimodal use (Transportation Engineering) *new*

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Focus Area: Growth and Development

Goal Statement: *Pursue and support targeted growth and economic development.*

Action Item: Complete and implement the Habitat Conservation Plan (HCP).

- Begin the NEPA/SEPA review process for the draft HCP (Community Development) **new**
- Complete implementation planning on the processes that need to be in place when the HCP is adopted (Community Development)
- Identify and prioritize conservation lands for acquisition/easement (Community Development)

Action Item: Leverage brownfield revitalization opportunities

- Identify and pursue funding to begin implementation of the next phase of the Planned Action Environmental Impact Statement process for the brewery area redevelopment (Executive)
- Conduct Phase II environmental site assessments of acquired Deschutes Valley Properties with funding from the Environmental Protection Agency Community Wide Assessment Grant (Executive)
- Publish Opportunity Sites Inventory online to share information about redevelopment opportunities (Executive) **new**

Action Item: Update and implement the city's Economic Development Plan.

- Provide quarterly reports to Council on Economic Development conditions in Tumwater (Executive) **new**

Action Item: Attract, retain, and grow Tumwater businesses.

- Increase engagement in advisory committees, workgroups, speaking opportunities, and business roundtables to strengthen partnerships and initiative planning with local business groups such as the Thurston Chamber of Commerce, the Tumwater Chamber of Commerce and the Thurston Economic Development Council (Executive) **new**
- Publish improved online outreach and resources for business site selectors (Executive) **new**
- Conduct quantitative and qualitative analysis on economic conditions and business sentiment to identify policy barriers and opportunities for business growth and retention (Executive) **new**

- Implement new ERP permitting module to improve permitting processes for development and construction (Community Development)

Action Item: Promote tourism in Tumwater.

- Participate in the development and distribution of Visitor and Convention Bureau materials (Executive) *new*
- Develop strategies to promote Tumwater's historic properties with the Olympia Tumwater Foundation (Executive) *new*
- Reduce barriers for applicants to the lodging tax grant program by improving application language and hosting a workshop for applicants (Executive) *new*

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Focus Area: Tumwater Excellence

Goal Statement: *Refine and sustain a great organization.*

Action Item: Attract, retain, and promote a talented and diverse workforce.

- Explore strategies to improve participation in the Employee Wellness Program (Administrative Services)
- Conduct annual compensation and classification audits to identify and address pay disparities and ensure internal equity across demographic groups (Administrative Services) **new**
- Design a welcoming onboarding program that integrates new hires into the organizational culture (Administrative Services) **new**
- Redesign recruitment materials and outreach strategies as an “Employer of Choice” to attract diverse talent to include partnering with community organizations, military transition programs, minority-serving institutions, and professional associations (Administrative Services)
- Continue to implement structured interview protocols and diverse hiring panels to reduce bias, ensure consistency, and align candidate evaluation with core competencies (Administrative Services)

Action Item: Be good stewards of public funds by following sustainable financial strategies.

- Plan, present, and publish the biennial budget for 2027-2028 (Finance) **new**
- Present regular financial reports to Budget and Finance Committee (Finance)

Action Item: Support an environment of continuous learning and improvement, including council.

- Develop and implement the Niche Academy framework that aligns with organizational goals, workforce competencies, and employee growth pathways, including both mandatory training and aspirational learning (Administrative Services)
- Develop a structured leadership development program for supervisors and emerging leaders focused on emotional intelligence, equity-centered management, and effective coaching practices (Administrative Services) **new**
- Develop competency-based training and development plan frameworks that support continuous learning, leadership readiness, and equitable access to advancement opportunities (Administrative Services) **new**
- Provide training opportunities for elected officials, including onboarding (Executive)

Action Item: Attract, retain, and support volunteer board members and commissioners.

- Study stipends for boards and commissions (Executive)
- Update policies, procedures, and charters for all boards and commissions (Executive)
- Schedule regular meetings between Council and Advisory Boards and Commissions to improve communication (Executive) *new*
- Complete onboarding and training program for new appointed Advisory Board and Commission members (Executive) *new*

Action Item: Create a dynamic culture of diversity, equity, inclusion, and belonging.

- Review plans, policies, and documents for potentially racist and biased language (Executive)
- Deliver annual training for all managers and supervisors on equitable decision-making, cultural competence, and psychological safety (Administrative Services)
- Conduct a diversity, equity, inclusion, and belonging lens review of personnel and operating policies to identify and remove systemic barriers (Administrative Services)
- Expand outreach to underrepresented groups through community partnerships, inclusive job postings, and implicit bias training for hiring managers (Administrative Services)

Appendix: New Opportunities Process

Strategic Plan actions will be identified and selected through an annual prioritization process described in the Annual Schedule. Where new opportunities for actions present themselves outside the annual process, their alignment with the Strategic Plan will be considered and evaluated. This evaluation will include the strength of an item's connection to the Strategic Plan's Focus Areas, whether it should be considered as a timely opportunity, and what impact including that action may have on existing priorities. This evaluative process is outlined below.

