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 17, 2026
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
   - a. Proclamation: GIS Day, November 18, 2026 (Executive Department)
   - b. Promotion of Lieutenant Ken Driver to Deputy Chief; Promotion of Officer Tyler Boling to Sergeant (Police Department)
   - c. Chief's Award – Firefighter Travis Leyva (Fire 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 Meeting, October 20, 2026
   - b. Approval of Minutes: City Council Work Session, October 27, 2026
   - c. Payment of Vouchers (Finance Department)
   - d. Ordinance No. O2026-021, Ad Valorem for Regular Property Taxes for the Fiscal Year 2027 (City Council)
   - e. Ordinance No. O2026-007, Tumwater Municipal Code – Sewer Service Regulations (City Council)
   - f. Resolution No. R2026-023, Surplus Property (Finance Department)
   - g. Supplemental Agreement No. 4 with Tierra Right of Way Services (ROW) for the X Street Roundabout project (Public Works Committee)
   - h. Service Provider Agreement with Artisans Group for On-Call Architectural Services Amendment No. 1 (Public Works Committee)
   - i. Final Acceptance of Work with Lakeside Industries for the 2025 Pavement Maintenance Project (Public Works Committee)
   - j. Schedule 74 Underground Conversion Project Construction Agreement with Puget Sound Energy for Israel Road SW & Linderson Way SW Project Amendment No. 1 (Public Works Committee)

k. Appointment of Renee Radcliff Sinclair to Historical Preservation Commission and David Iyall to Planning Commission (Executive Department)

7. Public Hearings:

a. Ordinance No. O2026-019, 2025-2026 Budget Amendment No. 2 (Budget & Finance Committee)

b. Ordinance No. O2026-020, 2027-2028 Proposed Budget (City Council)

8. Mayor/City Administrator's Report

9. Councilmember Reports

10. Any Other Business

11. Adjourn

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

Watch Online
https://us02web.zoom.us/w/83069985176?tk=AoHk8lk_Hhy61gyThPtxfFwJ0M0dlWTSpZb9JuqM7Bs.DQkAAAATV1thmBYxZlc1QnlFM1M2YTk1ZGRwVG1YbURRAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA&pwd=60VuhnBo9kuYsA8zRcV28sTINbuMmf.1&uuid=WN_IoTsgAL4R6Kvtgf8xbiwig

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 830 6998 5176 and Passcode 352111.

Public and Written Comment
Attend in person to give public comment or register by 5:00 p.m. the day of the meeting to provide public comment using the web-based meeting platform: https://us02web.zoom.us/webinar/register/WN_IoTsgAL4R6Kvtgf8xbiwig

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.

TO: City Council

FROM: Jessica Lee, Executive Assistant

DATE: November 17, 2026

SUBJECT: Proclamation: GIS Day, November 18, 2026

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1) Recommended Action:

Informational Only.

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2) Background:

GIS Day is an annual observance that highlights the importance of Geographic Information Systems (GIS) technology and the professionals who use it. GIS supports informed decision-making throughout the City of Tumwater by helping staff visualize, analyze, and manage geographic information related to infrastructure, natural resources, and community services.

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3) Policy Support:

Vision, Mission, Values

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

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4) Alternatives:

- ❑ None

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5) Fiscal Notes:

Proclamations have no fiscal impact.

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6) Attachments:

A. Proclamation

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, Leatta Dahlhoff, Mayor of the City of Tumwater, do hereby proclaim

November 18, 2026

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 17th day of November in the year, two thousand twenty-six.



Leatta L Dahlhoff

Leatta Dahlhoff
Mayor

TO: City Council

FROM: Carlos Quiles, Chief of Police

DATE: November 17, 2026

SUBJECT: Promotion of Lieutenant Ken Driver to Deputy Chief; Promotion of Officer Tyler Boling to Sergeant

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1) Recommended Action:

No Action

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2) Background:

November 17, 2026, the Tumwater Police Department will recognize the promotion of several members of the department. Those being recognized are:

- Ken Driver – Promoted to Deputy Police Chief September 16, 2026
- Tyler Boling – Promoted to Sergeant June 30th, 2026

Biography – Sergeant Tyler Boling

Tyler Boling is a 19-year veteran of the Tumwater Police Department. Prior to joining the department, Tyler served with the Los Angeles Police Department.

Throughout his law enforcement career, Tyler first served as a reserve officer before transitioning into full-time policing. He also served as a School Resource Officer (SRO) for approximately eight years. During his tenure as an SRO, Tyler fostered and strengthened the partnership between the Tumwater Police Department and the Tumwater School District. Through his dedication and community engagement, he established meaningful and lasting relationships with students, staff, and families throughout the community.

It is a great honor to recognize and present our newest Police Sergeant, Tyler Boling.

Biography – Deputy Police Chief Ken Driver

Ken Driver has more than 18 years of service with the Tumwater Police Department and over 20 years of law enforcement experience overall. He began his policing career with the Shelton Police Department, where he served the community for two years before joining the Tumwater Police Department.

Ken was hired by the Tumwater Police Department in 2008 and was promoted to Sergeant in 2016. After serving five years as a Sergeant, he was promoted to Lieutenant in 2021. In that role, he continued to provide exceptional service and leadership to both the department and the community.

During his distinguished career, Ken has served in numerous leadership, training, and specialty assignments, including:

- Force Science De-Escalation Instructor
- Field Training Officer and Supervisor
- Patrol Tactics Instructor
- Control, Arrest, and Defensive Tactics Instructor
- Emergency Vehicle Operations Instructor
- SWAT Team Leader

On January 16, 2026, Ken was appointed Acting Deputy Police Chief. Following a successful period in that role, he was permanently promoted to Deputy Police Chief on September 16, 2026.

The Tumwater Police Department is proud to recognize Deputy Police Chief Ken Driver for his outstanding service, leadership, and commitment to the community.

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3) Policy Support:

Mission, Vision & 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.

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4) Alternatives:

❑ None

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5) Fiscal Notes:

None

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6) Attachments:

None

TO: City Council

FROM: Brian Hurley, Fire Chief

DATE: November 17, 2026

SUBJECT: Chief's Award – Firefighter Travis Leyva

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1) Recommended Action:

Special Item – No action requested.

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2) Background:

The Chief's Award is presented to a member of the who exemplifies the mission, vision, and values of the Tumwater Fire Department. The award includes presentation of the "Chief's coin." Challenge coins are presented to honor achievements and instill pride in the workforce. The award will be presented by Chief Hurley and Deputy Chief Crimmins.

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3) Policy Support:

2026 Focus Area: Tumwater Excellence
Goal Statement: Refine and sustain a great organization.
Action Item: Attract, retain, and promote a talented and diverse workforce

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4) Alternatives:

- ❑ N/A

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5) Fiscal Notes:

None

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6) Attachments:

A. None

MEETING MINUTES

TUMWATER CITY COUNCIL
October 20, 2026

CONVENE: 7:00 p.m.

PRESENT: Mayor Leatta Dahlhoff and Councilmembers Peter Agabi, Meghan Sullivan, Eileen Swarthout, Kelly Von Holtz and Brandon Weedon.

Excused: Councilmembers Angela Jefferson & Joan Cathey.

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Police Chief Carlos Quiles, Jr., Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Transportation & Engineering Director Brandon Hicks, Communications Director Jason Wettstein, Water Resources & Sustainability Director Dan Smith, Records Supervisor Ashleigh Clark, Executive Assistant Jessica Lee, and City Clerk Melody Valiant.

Others: Tumwater School District Superintendent Kevin Bogatin, Intercity Transit Chief Marketing, Communications and Outreach officer Nick Demerice and Lacey Veterans Service Hub Coordinator Brian Waananen.

SPECIAL ITEMS:

PROCLAMATION: WALK TO SCHOOL MONTH, OCTOBER 2026

Councilmember Weedon read a proclamation declaring October 2026, Walk to School month. The proclamation promotes the safety and health of children in October and throughout the year by supporting pedestrian, bicycle, and active transportation improvements. It encourages modeling safe pedestrian and bicycle behaviors, participating in safe driving practices, and

following the speed limit to make roads safer for those walking and biking.

Mayor Dahlhoff presented the proclamation to Tumwater School District Superintendent Kevin Bogatin and Intercity Transit Chief Marketing, Communications and Outreach officer Nick Demerice

PROCLAMATION: NATIONAL VETERANS AND MILITARY FAMILIES MONTH, NOVEMBER 2026

Councilmember Swarthout read a proclamation declaring November 2026 as National Veteran's and Military Families month. The proclamation honors the strength and sacrifices of veterans, service members, and their families, while encouraging the community to support them for enriching and strengthening the Tumwater area.

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

PUBLIC COMMENT:

Public comment was given by residents and community members Gale, Crawford, Baker, Fitz-Hugh, Chernut, Janis, Rolra, Hays, Simmons, Kitabayashi, Tompkins, Wulfsberg, Lake, Capra, Kramer, Huisman, Norton, Campbell, Ganster, Persons, Keyath and Gordham.

CONSENT CALENDAR:

a. Approval of Minutes: City Council Work Session, September 8, 2026
b. Approval of Minutes: City Council, September 15, 2026
c. Approval of Minutes: City Council Work Session, September 22, 2026
d. Payment of Vouchers
e. Resolution No. R2026-017 Deschutes Estuary Restoration Project
f. Resolution No. R2026-018, Surplus Property
g. Interlocal Agreement with Thurston County Public Defense for Indigent Defense Legal Services
h. Interlocal Agreement with Thurston County Prosecuting Attorney's Office for Prosecution Services
i. Advisory Board Appointment of Scott Bradley and Carol Campbell to the Tree Board
j. Reappointment of Gina Kotek and Matthew Rounsley to the Planning Commission; Kathy Peterson, Sharie McCafferty, Carissa Parvin and Matthew Brownell to the Barnes Lake Management District Steering Committee and Dave Shipley to the Historic Preservation Commission

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Weedon, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.**

PUBLIC HEARING:

RESOLUTION NO. R2026-020, BODY WORN CAMERA (BWC) REDACTION FEES:

Chief Quiles and Supervisor Clark presented Resolution No. R2026-020, Body Worn Camera (BWC) Redaction fees. Since rolling out body-worn cameras in March, the department has faced a massive surge in public disclosure requests, with 92% of them being for BWC videos. This influx caused processing times to spike from under a day to 3.5 days per request.

Supervisor Clark explained that redaction requires a meticulous, frame-by-frame review to protect sensitive information, meaning artificial intelligence (AI) software cannot eliminate the need for human verification. The $0.89 fee covers the software license and the lowest-paid Police Services Specialist 1 salary. To initiate a request, the department will double the video length, multiply it by $0.89, and require a 10% down payment. Individuals directly involved in an incident, their attorneys, and criminal defense parties remain exempt from these fees. The resolution allows us to recover redaction costs for all non-exempt requestors.

Mayor Dahlhoff opened the public hearing at 8:15 p.m.

There was no public testimony.

Mayor Dahlhoff closed the public hearing at 8:16 p.m.

MOTION: **Councilmember Von Holtz moved, seconded by Councilmember Weedon, to adopt Resolution No. R2026-020, Body Worn Camera (BWC) Redaction Fees. A voice vote approved the motion unanimously.**

COUNCIL CONSIDERATIONS:

ORDINANCE NO. O2026-004, RESIDENTIAL ENERGY

Assistant Administrator Adams presented Ordinance No. O2026-004, Residential Energy Performance Rating and Disclosure which includes the Equity Commission's review and recommendations regarding the proposed Home Energy Score

PERFORMANCE RATING AND DISCLOSURE, EQUITY COMMISSION RECOMMENDATION:

program. The commission recommended adjusting the low-income program subsidy threshold from 150% down to 80% of the Area Median Income (AMI) to preserve funding for vulnerable sellers, establishing an annual equity report to track physical improvements, and ensuring all program materials are translated and accessible.

Councilmembers discussed the reasoning behind the mandatory program versus a voluntary framework. Councilmembers highlighted the policy's alignment with the city's adopted greenhouse gas reduction targets and climate emergency declarations. Councilmembers also expressed concerns regarding escalating administrative setup costs, financial compliance burdens placed on low-income sellers, a lack of authority to restrict private equity purchases, and a lack of active funding allocated in the proposed budget.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Cathey, to adopt Ordinance No. O2026-004 establishing a Residential Energy Performance Rating and disclosure requirement as originally written.

Before voting on the motion the Council debated implementing a mandatory versus a voluntary program framework. Supporters emphasized the public health urgency of the climate emergency and the city's long-standing carbon reduction goals. Opponents raised concerns over escalating administrative setup costs during a restrictive budget cycle, the financial burden of $400 assessment fees on low-income sellers, a lack of active program funding, and legal limits on restricting private equity purchases.

Following the discussion, a motion to amend the main motion was made.

MOTION:

Councilmember Sullivan moved, seconded by Councilmember Cathey, to amend the pending motion to modify the ordinance language to lower the subsidy cap from 150% AMI to 80% AMI per the Equity Commission's recommendation.

Following Council discussion regarding active budget allocations for program enhancements the meeting was recessed for a temporary break.

RECESS: **Mayor Dahlhoff adjourned the meeting for a 5-minute recess at 8:51 p.m.**

RECONVENE: **Mayor Dahlhoff reconvened the meeting at 8:56 p.m.**

Upon reconvening, Mayor Dahlhoff called for a vote on the pending amendment on the floor.

MOTION: **A roll-call vote on the amendment failed with Councilmembers Sullivan, Swarthout, and Cathey voting aye, and Councilmembers Weedon, Agabi, and Von Holtz abstaining.**

MOTION: **A roll-call vote on the original motion to adopt Ordinance No. O2026-004 Residential Energy Performance Rating and Disclosure as written failed due to a 3-3 tie, with Councilmembers Sullivan, Swarthout, and Cathey voting aye, and Councilmembers Weedon, Agabi, and Von Holtz voting nay.**

MOTION: **Councilmember Agabi moved, seconded by Councilmember Weedon, to amend Ordinance No. O2026-004 to establish a voluntary program.**

Staff clarified that the structural language of the ordinance could not support a voluntary framework.

Councilmember Agabi withdrew the motion.

MOTION: **Councilmember Sullivan moved, seconded by Councilmember Cathey, to refer the Residential Energy Performance Rating and Disclosure topic to a future City Council work session to be scheduled by staff. A voice vote approved the motion unanimously.**

PURCHASE AND SALE AGREEMENT WITH PUGET WESTERN FOR HABITAT CONSERVATION LAND:

Administrator Simmons presented a Purchase and Sale Agreement with Puget Western Inc. to acquire 67.5 acres of land known as the "Tumwater West" property. This acquisition supports the city's joint Habitat Conservation Plan (HCP) to protect the Olympia subspecies of the Mazama pocket gopher. The transaction includes $2 million for the land, $10 million for 109 mitigation credits to support local development projects,

and a $930,000 endowment to fund ongoing restoration and maintenance of the site.

MOTION: **Councilmember Sullivan moved, seconded by Councilmember Von Holtz, to approve and authorize the Mayor to sign the Purchase and Sale Agreement with Puget Western for Habitat Conservation Land. A voice vote approved the motion unanimously.**

PURCHASE AND SALE OPTION AGREEMENT WITH VINE STREET INVESTORS – CONDUIT TWO, LLC FOR 310 ISRAEL ROAD AMENDMENT NO. 1:

Administrator Simmons presented a purchase and sale agreement with Vine Street Investors – Conduit Two, LLC for 310 Israel Road Amendment No. 1 to acquire a vacant state building for a new City Hall. He reminded the Council that this is their fourth or fifth time talking through solutions for their cramped City Hall. The current building was built in 1987 when Tumwater had only 8,500 residents and a handful of staff, but now it is trying to serve over 30,000 people. It has gotten so crowded that multiple departments have acquired space off-site at a large expense, and the existing employees are dealing with cramped offices, limited parking, security issues, and workspaces that don't meet modern Americans with Disabilities Act (ADA) standards.

The proposed acquisition would consolidate displaced city services onto a centralized public facility campus along Israel Road, neighboring the library, police station, and fire department. If the purchase moves forward, the city plans to convert the old City Hall building into a dedicated public health and safety complex. This structural shift allows the constrained police department and fire administration to expand into the vacated space to fulfill the community's growth needs for the next 30 to 50 years.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Weedon, to approve and authorize the Mayor to sign the Purchase and Sale Option Agreement with Vine Street Investors—Conduit Two, LLC for 310 Israel Road Amendment No. 1. A voice vote approved the motion unanimously.**

ADDITIONAL DISCUSSION:

Councilmember Cathey questioned how funding the new City Hall would impact finances for the planned community center and Public Works Operations Center. Staff clarified that both

projects use separate, dedicated funding streams and will not be financially impacted. Furthermore, consolidating administrative staff into the Israel Road building down-sizes the future operations center from two stories to one, saving the city an estimated $8 million in construction costs.

MAYOR/CITY ADMINISTRATOR'S REPORT:

Administrator Simmons and Mayor Dahlhoff had no reports.

COUNCILMEMBER REPORTS:

Due to time constraints Mayor Dahlhoff asked Councilmembers that had reports to email them to the Executive Assistant for distribution.

ADJOURNMENT:

With there being no further business, Mayor Dahlhoff adjourned the meeting at 9:31 p.m.

Prepared by Melody Valiant, City Clerk

MEETING MINUTES

TUMWATER CITY COUNCIL WORK SESSION
October 27, 2026

CONVENE: 6:00 p.m.

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

Staff: City Administrator Paul Simmons, Assistant City Administrator Kelly Adams, City Attorney Karen Kirkpatrick, Acting Police Chief Carlos Quiles, Jr., Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Information Technology Director Lance Inman, Communications Director Jason Wettstein, Water Resources & Sustainability Director Dan Smith, and Deputy City Clerk Tracie Core.

Others: Historic Preservation Commissioner Dave Nicandri

DAVIS MEEKER GARRY OAK UPDATE: Assistant Administrator Adams provided an update on the Davis Meeker Garry Oak Tree, an Oregon white oak estimated to be 400 years old with a diameter of 66 inches. The tree is listed on the Historic Register. Assistant Administrator Adams presented before-and-after photographs documenting recent storm damage and outlined three treatment options presented to the Historic Preservation Commission on October 15, 2026:

1. Tree Retention – More than $100,000
2. Wildlife Snag - $6,000 - $12,000
3. Removal - $20,000 – $35,000

The Historic Preservation Commission unanimously recommended Option 1, Tree Retention. Commissioner Nicandri was present to answer questions and provide additional information. He noted that given the tree's historical significance

and the high level of community interest, retaining the tree was the preferred option.

Assistant Administrator Adams shared the next steps while council asked questions and shared concerns.

BUDGET WORKSHOP #4, ALL OTHER FUNDS:

Director Niemeyer presented Budget Workshop #4, All Other Funds. He provided an overview of upcoming priorities, the City's bond rating and how it compares to our neighboring jurisdictions. He also discussed factors contributing to the City's strong bond rating and opportunities to further improve it.

Director Niemeyer presented two new funds proposed for next year.

- Abatement Fund
- Habitat Conservation Plan

Councilmembers asked clarifying questions.

MAYOR/CITY ADMINISTRATOR'S REPORT:

No reports were given.

EXECUTIVE SESSION:

Mayor Dahlhoff recessed the meeting at 6:51 p.m. to discuss a Real Estate Acquisition pursuant to RCW 42.30.110(1)(b) for approximately 10 minutes.

ADJOURNMENT:

Mayor Dahlhoff reconvened the meeting and adjourned the meeting at 7:03 p.m.

Prepared by Deputy City Clerk Tracie Core.

TO: City Council

FROM: Silvia Torres-Torrero, Accounting Technician

DATE: November 17, 2026

SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff are seeking City Council ratification of:

- October 30, 2026, payment of Eden vouchers 175191 to 175198 in the amount of $1,537.41; payment of Enterprise vouchers 191589 to 191637 in the amount of $251,686.06, and electronic payments 907825 to 907839 in the amount of $70,048.55.

- November 06, 2026, payment of Eden vouchers 175199 through 175200 in the amount of $323.15; payment of enterprise vouchers 191638 through 191715 in the amount of $1,516,349.02, and electric payments 9078740 through 907857 in the amount of $323,577.83, and Wire payments in the amount of $323,577.83

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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 Finance Manager. The most significant payments were:

Vendor		
Name	Amount	Description
Active Construction	$490,507.95	#9 2nd Ave Ped & Bike
Active Construction	$346,035.35	#7 Percival Creek Fish Barrier Passage
City of Lacey	$165.853.30	Jan – Oct 26 Animal Services
Chehalis Sheet Metal & Roof	$91,047.00	Relocation-1
Thurston County	$61,915.83	2026 Q3 Invoice Public Defense
Gray & Osborne Inc	$59,452.45	Trosper Sewer Extension
ICF Environmental	$44,250.39	HCP Sept 2026
Chehalis Sheet Metal & Roof	$30,924.00	Relocation Reimbursement
General Pacific INC	$30,919.68	Drone Package
City of Olympia	$30,625.00	City of Oly Cares Contract July-Sept 26
RH2 Engineering INC	$28,870.94	SE Reservoir
HDR Engineering	$26,329.46	Tumwater Blvd NB I-5 Project Design
Artisans Group Architecture	$26,103.00	City Hall Relocation and Pre-Design
HDR Engineering INC	$22,4489.83	Tumwater Blvd NB I-5 Project Design
Nisqually Indian Tribe	$22,284.50	Incarcerations September 2026

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

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3) Policy Support:

Strategic Priorities & Goals 2026-2032: Tumwater Excellence – Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

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

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5) Fiscal Notes:

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

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6) Attachments:

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

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 191589 through 191637 in the amount of $251,686.06
Electronic payment Nos 907825 through 907839 in the amount of $70,048.55

Eden
Voucher/Check Nos 175191 through 175198 in the amount of $1,537.41



Accounting Technician – Accounts Payable

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 191638 through 191715 in the amount of $1,516,349.02
Electronic payment Nos 907840 through 907857 in the amount of $86,378.83
Wire payments in the amount of $323,577.83

Eden
Voucher/Check Nos 175199 through 175200 in the amount of $323.15



Accounting Technician – Accounts Payable

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 17, 2026

SUBJECT: Ordinance No. O2026-021, Ad Valorem for Regular Property Taxes for the Fiscal Year 2027

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1) Recommended Action:

Adopt Ordinance No. O2026-021, Ad Valorem for Regular Property Taxes for the Fiscal Year 2027.

This Ordinance was recommended for adoption on the consent calendar after holding a public hearing at the November 2, 2026, Council Meeting.

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2) Background:

Ordinance O2026-021 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, 2026, in order to establish the tax levy for fiscal year 2027.

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 3.876 percent.

A one percent increase over our actual 2026 levy amounts to $118,986. 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 2027 property tax levy related to new construction is estimated to be $164,078 based on estimated new construction of $93,758,900. The levy rate will go from $1.75 to an estimated rate of $1.77 for 2027.

Since the valuations are not finalized, the 2027 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 2027.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Do not pass the Ordinance, maintain property taxes at the 2026 level, and bank the allowable levy increase.

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5) Fiscal Notes:

This ordinance authorizes Tumwater's 2027 property tax levy necessary to fund core government services.

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6) Attachments:

A. Attachment A – Ordinance No. O2026-021 Ad Valorem for Regular Property Taxes for the Fiscal Year 2027

Attachment A

ORDINANCE NO. O2026-021

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 2027.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, November 2, 2026, to consider an increase in property tax revenues from January 1, 2027 to December 31, 2027; 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 2027 levy amount was 3.876 percent as reported by the Washington Department of Revenue; and

WHEREAS, the City of Tumwater desires to levy the remaining $475,660 of banked capacity from years 2024 and 2025; and

WHEREAS, the City of Tumwater desires to claim the 2026 refund levy of $541,728; 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 2027 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, banked capacity, and the refund levy is hereby authorized for the levy to be collected in the 2027 tax year. This levy results in a $1,080,714 increase which includes a $118,986 increase and a 1.00% change from the 2026 regular levy amount as set forth in RCW 84.55.120, an increase of $475,660 (4%) of banked capacity, and an increase of $541,728 (4.55%) for the 2026 refund levy.

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 2026, the Finance Director or designee shall file with the Clerk of the Thurston County Board of 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 17th day of November 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: Tyle Zuchowski, Water Resources & Sustainability Deputy Director

DATE: November 17, 2026

SUBJECT: Ordinance No. O2026-007, Tumwater Municipal Code – Sewer Service Regulations

---

1) Recommended Action:

Adopt Ordinance No. O2026-007, Tumwater Municipal Code Changes – Sewer Service Regulations.

This Ordinance was recommended for adoption on the consent calendar after holding a public hearing at the November 2, 2026, Council Meeting.

---

2) Background:

The LOTT Clean Water Alliance is responsible for developing and implementing a pretreatment program compliant with state and federal requirements. The intent of the program is to regulate discharges into the sanitary sewer system to protect maintenance staff, the treatment facilities, and our local water resources. The LOTT Discharge and Industrial Pretreatment Regulations were updated in 2025 and need to be formally recognized, as amended, through this update to the city's sewer code. Additionally, to promote gender-neutral and inclusive language the term "manhole" in the sewer codes is being replaced "maintenance hole".

---

3) Policy Support:

The Interlocal Cooperation Act Agreement for Wastewater Management by the LOTT Wastewater Alliance was signed in 1999 by the partners (Lacey, Olympia, Tumwater, and Thurston County) committing the partners to LOTT's authority regarding pretreatment regulations.

---

4) Alternatives:

- ❑ Do not approve proposed code amendments; however, LOTT's local regulatory authority will be limited and the city's compliance status will be at risk.

---

5) Fiscal Notes:

There are no costs associated with the amendment code, aside from staff time to process.

---

6) Attachments:

A. Ordinance No. O2026-007, Tumwater Municipal Code – Sewer Service Regulations

ORDINANCE NO. O2026-007

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 13.08, Sewer Service Regulations, of the Tumwater Municipal Code as more particularly described herein.

WHEREAS, the Revised Code of Washington (RCW) Chapter 35.67 - Sewerage Systems provides statutory authority to the City of Tumwater to construct, operate, maintain, and regulate sewerage systems and to establish rates and charges for those systems; and

WHEREAS, The LOTT Clean Water Alliance has updated the "LOTT Discharge and Industrial Pretreatment Regulations", amended on February 12, 2025, which need to be adopted as the official rules and regulations of the City of Tumwater; and

WHEREAS, the City of Tumwater is committed to protecting and improving local water quality and being fair, equitable, and consistent in providing sewer services within its jurisdiction; and

WHEREAS, amendments will improve clarity of defined terms and utilize gender-neutral language; and

WHEREAS, the City Council finds the amendments protect public health, safety and welfare, and it is in the best interests of the residents of the city to adopt this Ordinance.

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

Section 1. Section 13.08.065, LOTT Discharge and Industrial Pretreatment Regulations, of the Tumwater Municipal Code is hereby amended to read as follows:

13.08.065. LOTT Discharge and Industrial Pretreatment Regulations.

That certain document titled "LOTT Discharge and Industrial Pretreatment Regulations," as revised ~~in February, 2008~~ February 12, 2025, and hereafter amended is hereby adopted as the official rules and regulations of the ~~city~~ City of Tumwater setting forth industrial pretreatment requirements and regulations for discharges into the city's wastewater system.

For the purposes of said regulations, the term "city or county" shall mean the ~~city~~City of Tumwater.

(O2007-008, Added, 09/18/2007; O2008-008, Amended, 03/04/2008)

Section 2. Section 13.08.100, Sewer lateral extension – Notice required – Fee, of the Tumwater Municipal Code is hereby amended to read as follows:

13.08.100. Sewer lateral extension – Notice required – Fee.

The city must be notified twenty-four hours in advance prior to any extensions of a sewer lateral for the purpose of coordinating the tapping of the main line or ~~manhole~~ maintenance hole which shall be accomplished only by city forces. Fees in an amount as established by resolution of the ~~city~~ City ~~council~~ Council shall be levied to cover the costs of tapping the main line or ~~manhole~~ maintenance hole.

(487, Added, 07/13/1965; 775, Amended, 03/01/1977; 1147, Amended, 12/15/1987)

Section 3. Section 13.08.110, Connection standards, of the Tumwater Municipal Code is hereby amended to read as follows:

13.08.110. Connection standards.

All connections to public sewers or drains shall be made ~~in a workmanlike manner and~~ in accordance with instructions from the city ~~building~~ Building ~~inspector~~ Inspector or in accordance with other ordinances of the city which may be applicable thereto, and as amended from time to time.

(338, Added, 11/01/1955; 394, Amended, 04/05/1960; 487, Amended, 07/13/1965)

Section 4. 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 5. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 6. 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 7. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval and publication as provided by law.

ADOPTED this _____day of _____, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: Joann Fletcher, Accountant

DATE: November 17, 2026

SUBJECT: Resolution No. R2026-023, Surplus Property

---

1) Recommended Action:

Adopt Resolution R2026-023 Declaring Property as Surplus.

---

2) Background:

The surplus items include 6 ER&R vehicles, 4 ER&R equipment, 1 Fire vehicle, 3 Park Facilities vehicle, 1 Community Development vehicle, 3 Police vehicles, 3 Park Maintenance vehicles, 3 Park Maintenance equipment, and 2 Parks & Recreation vehicles.

All items have been taken out of service or will be taken out of service and replaced according to their useful lives or have become obsolete.

---

3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

---

4) Alternatives:

- ❑ Adopt the Resolution.
- ❑ Don't adopt the Resolution

---

5) Fiscal Notes:

No significant impact. Most items are owned by the Equipment Rental Fund and are sold, disposed, or auctioned off where appropriate. Replacement cost for ER&R items is included in the internal rental rates. The replacement of all other items is budgeted by each department if necessary.

---

6) Attachments:

A. Resolution R2026-023 Declaring Property as Surplus with attached Exhibit A List of the items to be surplused.

Exhibit "A"

RESOLUTION NO. R2026-023

A RESOLUTION of the City Council of the City of Tumwater, Washington declaring the property itemized on the attached Exhibit A surplus to the City's needs, so that it can be disposed of in accordance with Washington State Law.

WHEREAS, the Asset Manager has determined that the items on the attached Exhibit A, currently owned by the City of Tumwater by purchase, property seizure, or unclaimed property are not needed by the City for current operations; and

WHEREAS, it is the City's policy to dispose of surplus property in accordance with RCW 35A.11.010, RCW63.32.010, and other applicable Washington State laws, rules and regulations.

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

Section 1. **Surplus Declaration**. The property itemized on the attached Exhibit A is hereby declared surplus to the needs of the City of Tumwater, and it shall be auctioned, sold, traded, donated, or otherwise disposed of in accordance with the provisions of Washington State laws, rules and regulations.

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

Section 3. **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 4. **Effective Date.** This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this 17th day of November 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTESTS:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Exhibit A

MEMO

Date: November 17, 2026
To: Troy Niemeyer, Finance Director
From: Joann Fletcher, Accountant
Subject: Surplus of Equipment – Asset Management Fund

The following items have exceeded their useful lives, or are unclaimed items or evidence and are ready for donation, disposal or sale:

Asset #	ER&R#	Description	VIN# / Serial #	Current Location / Condition
0001446	69046	1996 Wacker RD880V Roller	673603291	ER&R Yard
0004940	6070303	2017 Ford F-550	1FDUF5GY7HDA01896	ER&R Yard
0004966	6070327	2017 Chevrolet Silverado	1GC0KUEG8HZ273282	Park Maintenance
0004889	6070252	2017 Ford F-550	1FDUF5HY0HDA01897	ER&R Yard
0004546	6069931	Ground Penetrating Radar	27722	ER&R Shop
0004969	6070321	2017 Toro Dingo Tractor/Mower	400298926	Park Maintenance
0004976	6070335	2017 John Deere Field Rake	1TC1200AVHT235277	Park Maintenance
0004975	6070334	2017 John Deere Gator	1FTC202AFCHT090305	Park Maintenance
0004963	6070324	2017 Ventrac 4500P Mower	4500P-AJ05965	ER&R Yard
0004972	6070331	2017 Ford F-250	1FT7W2B64HEE49884	Police
0004964	6070325	2017 Dodge Promaster Cargo Van	3C6TRVCG3HE538033	Park Facilities
0004015	69415	2002 Chevrolet Astro Van	1GNDM19X32B130882	Parks & Rec
0004973	6070332	2018 Ford Passenger Transit Van	1FBAX2CM4JKA02533	Parks & Rec
0004890	6070253	2017 Ford F-250	1FT7X2B69HEB79449	ER&R Yard
0004974	6070333	2017 Ford Transit Cargo Van	1FTBW9CM7HKB48253	ER&R Yard
0004959	6070320	2018 Freightliner Asphalt Patcher Truck	1FVACYFC9JHJM8408	ER&R Yard
0005034	6070398	2020 Ford Interceptor SUV	1FM5K8AW5LGC93340	Police
0004993	6070352	2018 Ford Explorer	1FM5K8B80JGB47599	ER&R Yard
0004986	6070345	2018 Ford F-250	1FT7X2A6XJEC65733	Park Maintenance
0004992	6070351	2018 Ford F-150	1FTEX1E51JKE50967	Park Facilities
0004988	6070347	2018 Ford F-350	1FDRF3G6XJEC65722	Park Maintenance
0005047	6070412	2022 Ford F-150	1FTFW1P87NKD43815	Police
0004970	6070329	2017 Hot Water Pressure Washer	15112485	ER&R Shop

0004895	6070258	2016 Ford F-350	1FDRF3G69GEC74243	ER&R Shop
0004989	6070348	2018 Ford Interceptor SUV	1FM5K8AR0JGB20199	ER&R Shop
0004819	6070147	2014 Ford F-150	1FTEX1EM5EKE58633	ER&R Shop

TO: City Council

FROM: Brandon Hicks, Transportation & Engineering Director

DATE: November 17, 2026

SUBJECT: Supplemental Agreement No. 4 with Tierra Right of Way Services (ROW) for the X Street Roundabout project

---

1) Recommended Action:

Authorize the Mayor to sign the Supplemental Agreement No. 4 with Tierra Right of Way (ROW) Services for the X Street Roundabout project.

The agreement was recommended for approval on the consent calendar at the November 5, 2026 Public Works Committee Meeting.

---

2) Background:

Tierra Right of Way Services, LTD (Tierra) has been providing right-of-way (ROW) procurement services for the X Street Roundabout project. Due to unforeseen circumstances, an amendment to the service provider agreement is needed. It is not possible to accurately estimate scope and fee for right of way services because negotiation efforts and complications cannot be determined until negotiations with property owners commences.

This supplement will increase the maximum amount payable from $226,490.00 to $251,330.00, an increase of $24,840.00.

---

3) Policy Support:

Strategic Priorities & Goals 2026-2032
Create and Maintain a Transportation System Safe for All Modes of Travel.

---

4) Alternatives:

- ❑ None

---

5) Fiscal Notes:

This supplement will increase the maximum amount payable from $226,490.00 to $251,330.00, an increase of $24,840.00.

Additional funds are covered by grants and the Transportation CFP.

---

6) Attachments:

A. Tierra ROW Supplemental Agreement No. 4

Attachment A

Washington State Department of Transportation

Supplemental Agreement Number 04	Organization and Address Tierra Right of Way Services, Ltd 1575 East River Road, Suite 201 Tuscon, AZ 85718 Phone: 360-870-0190	
Original Agreement Number N/A		
Project Number 5235018	Execution Date	Completion Date December 31, 2027
Project Title X Street Roundabout	New Maximum Amount Payable $251,330	
Description of Work (No Change) Right-of-way services consisting of all items indicated as "Contract with a qualified consultant" on the City's approved "Right of Way Procedures" attached to the Request for Proposals (RFP) including, but not limited to, negotiating with property owners to acquire property rights, appraisal and appraisal review services in conformance with federal, state, and agency standards, relocation services, project certification services and other work as detailed in the RFP.		

The Local Agency of The City of Tumwater
desires to supplement the agreement entered in to with Tierra Right of Way Services, Ltd
and executed on February 27, 2023 and identified as Agreement No. N/A
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:
See Exhibit A

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; amendments to scope of work and payment only.

III

Section V, PAYMENT, shall be amended as follows:
Another estimated $24,840.00 is needed to complete negotiations and relocations.

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:_____ By:_____

Consultant Signature

Approving Authority Signature

Date

DOT Form 140-063
Revised 09/2005

Tierra
A CLS COMPANY

Exhibit A

September 21, 2026

Brandon Hicks
Transportation and Engineering Director
City of Tumwater
555 Israel Road SW
Tumwater, Washington 98501

Re: City of Tumwater – X Street Roundabout
Right of Way Acquisition Services – Amendment #4

Dear Brandon,

We appreciate the opportunity to continue working with you and your team to acquire the property rights to construct the new roundabout at Capitol Boulevard and X Street. We respectfully request an amendment to our contract to accommodate the following additional services to the scope of work:

- Extended negotiations and additional site visits with property owners (Schwab Enterprises, Blackwell, and Capitol City Properties)
- Additional work based on full relocation benefits granted to Landlord (Slater Enterprises)
- Amended relocation plan to show additional non-residential displacement (Slater Enterprises)
- Re-Reviews of appraisals (five) based on additional information provided during negotiations (Lingeman Valuation)

We estimate it will take another $24,840.00 to complete the negotiations and relocations. This amendment is in addition to and includes all the services previously mentioned in our original scope.

Upon completing your review of this amendment, please contact me with any questions or clarifications needed. On behalf of Tierra Right of Way Services, Ltd., we look forward to the opportunity to continue to work with you on this project.

Sincerely,

Kris Azizeh
Project Manager

CONSULTANT FEE DETERMINATION - SUMMARY OF PROJECT COSTS					
Tierra Right of Way Services, Ltd.					
Tumwater, X Street - Amendment #4					
Labor Classification	**Direct Billing Rate**	**Estimated Hours**		**Total**	**Total Amount**
Continued Right of Way Services					
Project Manager	$ 175.00	40		$ 7,000.00	
Right of Way Agent	$ 125.00	100		$ 12,500.00	
Project Coordinator	$ 105.00	24		$ 2,520.00	
		164			$ 22,020.00
Direct Reimbursables					
Travel (Mileage):	Miles	$ 0.725	386	$ 280.00	
Updated Appraisal Reviews		$ 500.00	5	$ 2,500.00	
Postage	Total	$ 10.00	4	$ 40.00	
				Direct Reimbursables Subtotal:	$ 2,820.00
				Total Amount Payable	$ 24,840.00

TO: City Council

FROM: Brandon Hicks, Transportation & Engineering Director

DATE: November 17, 2026

SUBJECT: Service Provider Agreement with Artisans Group for On-Call Architectural Services Amendment No. 1

---

1) Recommended Action:

Authorize the Mayor to sign the Service Provider Agreement with Artisans Group for On-Call Architectural Services Amendment No. 1.

The agreement was recommended for approval on the consent calendar at the November 5, 2026, Public Works Committee.

---

2) Background:

The original agreement for $100,000 was signed on March 18, 2026.

This First Amendment increases the not-to-exceed amount to $124,000 to cover anticipated costs for the remaining construction administration services for the new Parks and Recreation offices at the Tumwater Valley Lodge building.

---

3) Policy Support:

Council Strategic Goals and Priorities 2026-2032
Tumwater Excellence – Refine and sustain a great organization.

---

4) Alternatives:

- ❑ Do not approve Amendment No. 1

---

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
B. Original Service Provider Agreement

Attachment A

FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
ON-CALL ARCHITECTURAL 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 ARTISANS GROUP ARCHITECTURE AND PLANNING, PS, a Washington Professional Service corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 18, 2026, whereby the SERVICE PROVIDER agreed to provide architectural services and/or tacks set forth in this Agreement ("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 increasing the compensation paid to the SERVICE PROVIDER.

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

1. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 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 TWENTY-FOUR THOUSAND DOLLARS AND 00/100 ($24,000.00). 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-TWENTY-FOUR THOUSAND DOLLARS AND 00/100 ($124,000.00).

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:
Artisans Group Architecture
6504 Capitol Blvd SE
Tumwater, WA 98501
UBI No. 604654789
Phone No. 360-870-6280

Leatta Dahlhoff, Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss.
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:_____



















FEE STRUCTURE & AVAILABILITY

FEE STRUCTURE

PRINCIPAL ARCHITECTS	$218
STAFF III	$188
STAFF II	$168
STAFF I	$148
REIMBURSABLES	COST +15%
SUBCONSULTANTS	COST +10%

AVAILABILITY

Artisans Group is excited and honored to take on this work if selected. We are available to begin planning immediately and can initiate larger-scale projects with 2–3 months' advance notice.

Construction Administration Estimate

Lodge Project | Proposed Contract Amendment

Date: September 28, 2026

Prepared by: Roussa Cassel, Artisans Group Architecture and Planning

Basis of estimate

The estimate assumes approximately six months of construction once the contractor takes over, with two site visits per month and associated follow-up. Remaining construction administration services are estimated at 70 hours at an average billing rate of $178 per hour, totaling $12,460, rounded to $13,000 for budgeting.

Including $3,000 in construction administration services already incurred beyond the existing contract, the anticipated additional fee through project completion is **approximately $16,000.**

Proposed amendment budget

Description	Amount
Supplemental construction administration allowance	$20,000
Management reserve fund (20% of $20,000)	$4,000
Total requested additional authorization	**$24,000**

The $20,000 allowance includes the anticipated $16,000 overage plus $4,000 for additional coordination or City-requested scope changes. The separate $4,000 management reserve provides an additional allowance for unforeseen project needs.

These amounts are additional to the existing contract. Actual fees will be based on services performed in accordance with the existing agreement. Management reserve funds would be used only as needed, with client authorization.

Envelope ID: 203E496B-6F48-8ABB-83A3-397C0EDF556C

Attachment B

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

ON-CALL ARCHITECTURAL SERVICES

THIS AGREEMENT is made and entered into in duplicate this 18th day of March, 2026, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and **ARTISANS GROUP ARCHITECTURE AND PLANNING, PS**, a Washington Professional Service 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 architectural 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" Fee Structure attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than March 18, 2026, and shall be completed no later than December 31, 2027. This Agreement may be extended for

Envelope ID: 203E496B-6F48-8ABB-83A3-397C0EDF556C

additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

B. No payment shall be made for any service rendered by the SERVICE PROVIDER except for services requested by the CITY through task order(s) and defined by SERVICE PROVIDER through a specific scope of work based on the 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 Thousand and 00/100 Dollars** ($100,000.00) as follows: Payment for services shall be for "on-call" services actually rendered on a time and material basis as reflected in Exhibit "A" with no guarantee of minimum total quantity or payment. The services to be performed will be provided on an as needed basis through a task order on-call process. The Task Order process will consist of the CITY contacting the SERVICE PROVIDER and requesting services related to a specific scope of work. The SERVICE PROVIER will then prepare a detailed scope and budget for each individual Task Order. The Task Orders will be agreed upon between the CITY and the SERVICE PROVIDER.

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

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

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

G. Invoices may be submitted immediately following performance of services, but in no event shall an invoice be submitted more than twenty (20) business days following the end of the contract term or the end of the calendar year, whichever is earlier.

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of

individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

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

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The SERVICE PROVIDER shall take such action as may be

required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

F. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of $50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

C. To ensure the CITY'S compliance with the Public Records Act, RCW 42.56, the SERVICE PROVIDER shall retain all books, records, documents and other material relevant to this agreement, for six (6) years after its expiration. The SERVICE PROVIDER agrees that the CITY or its designee shall have full access and right to examine any of said materials at all reasonable times during said period.

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both

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parties recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

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

Envelope ID: 203E496B-6F48-8ABB-83A3-397C0EDF556C

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

Signed by:
Paul Simmons
9331A31EC4994B1...

Paul Simmons
City Administrator

SERVICE PROVIDER:
ARTISANS GROUP
ARCHITECTURE & PLANNING
6504 Capitol Way S
Olympia, WA 98501
UBI No. 604654789
Phone No. 360-870-6280

Signature (Notarized – see below)
Printed Name: ROUSSA CASSEL
Title: PRESIDENT, CFO

APPROVED AS TO FORM:
DocuSigned by:
Karen Kirkpatrick
5011BA3DE4C345C...
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF THURSTON)

I certify that I know or have satisfactory evidence that Roussa Cassel (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 President, CFO (title) of Artisans Group Architecture & Planning (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

KIMBERLY K ROBERTS
Notary Public
State of Washington
Commission # 23020116
My Comm. Expires Jun 9, 2027

Dated: March 18, 2026

Notary Public in and for the State of Washington,
My appointment expires: 06/09/2027

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Exhibit A












FEE STRUCTURE & AVAILABILITY

FEE STRUCTURE

PRINCIPAL ARCHITECTS	$218
STAFF III	$188
STAFF II	$168
STAFF I	$148
REIMBURSABLES	COST +15%
SUBCONSULTANTS	COST +10%

AVAILABILITY

Artisans Group is excited and honored to take on this work if selected. We are available to begin planning immediately and can initiate larger-scale projects with 2–3 months' advance notice.

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Exhibit B

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

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

3.46.010 Definitions.

For the purpose of this chapter:

A. "Contract" means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost $50,000 or more;

B. "Contract awarding authority" means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;

C. "Domestic partner" means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;

D. "Employee benefits" means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

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

3.46.020 Nondiscrimination in benefits.

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

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

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

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

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

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

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

2. The contractor is a sole source;

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

4. The contractor is a public entity;

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

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

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

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

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

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

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

3.46.030 Limitations.

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

A. Within the city;

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

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

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

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;

B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:

1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and

2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;

C. Examine contractor's benefit programs covered by this chapter;

D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;

E. Allow for remedial action after a finding of noncompliance, as specified by rule;

F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

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

3.46.050 Appeals.

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

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

3.46.060 Effective date.

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

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

TO: City Council

FROM: Colby Fletcher, Construction Manager

DATE: November 17, 2026

SUBJECT: Final Acceptance of Work with Lakeside Industries for the 2025 Pavement Maintenance Project

---

1) Recommended Action:

Authorize the Mayor to accept the Final Acceptance of Work with Lakeside Industries for the 2025 Pavement Maintenance Project as complete and authorize the release of the performance bond as soon as the laws of the state of Washington allow

This Final Acceptance was recommended for approval on the consent calendar at the November 5, 2026 Public Works Committee.

---

2) Background:

The construction for the 2025 Pavement Maintenance Project started on July 7th, 2025 and was physically completed on January 16th, 2026. The project focused on roadway paving, pavement repair and sidewalk improvements for a mixture of arterials, collectors, and local residential streets with funding through the Transportation Benefit District (TBD).

The Project was developed to address crucial infrastructure needs within the City's pavement preservation program, aligning with the public outreach priorities established during the TBD formation. The 2025 Pavement Maintenance Project repaved 7.3 lane miles of asphalt roads, 376 square yards of new concrete sidewalk, including 11 new ADA ramps, crack sealing, stormwater retrofits, and City-wide pavement markings.

The Public Works contract with the low bidder, Lakeside Industries, was signed on June 12, 2025, for $4,010,230.64. Work on this project is now complete; the final contract total is $3,591,155.51.

Staff requests the Public Works Committee to recommend City Council to accept the 2025 Pavement Maintenance Project as complete and authorize the release of the performance bond as soon as State laws allow.

---

3) Policy Support:

Strategic Priorities and Goals 2026-2032:

Create and Maintain a Transportation System Safe for All Modes of Travel – Continue improving the maintenance of the transportation system.

---

4) Alternatives:

- ❑ Do not grant final project acceptance and direct staff to pursue additional actions.

---

5) Fiscal Notes:

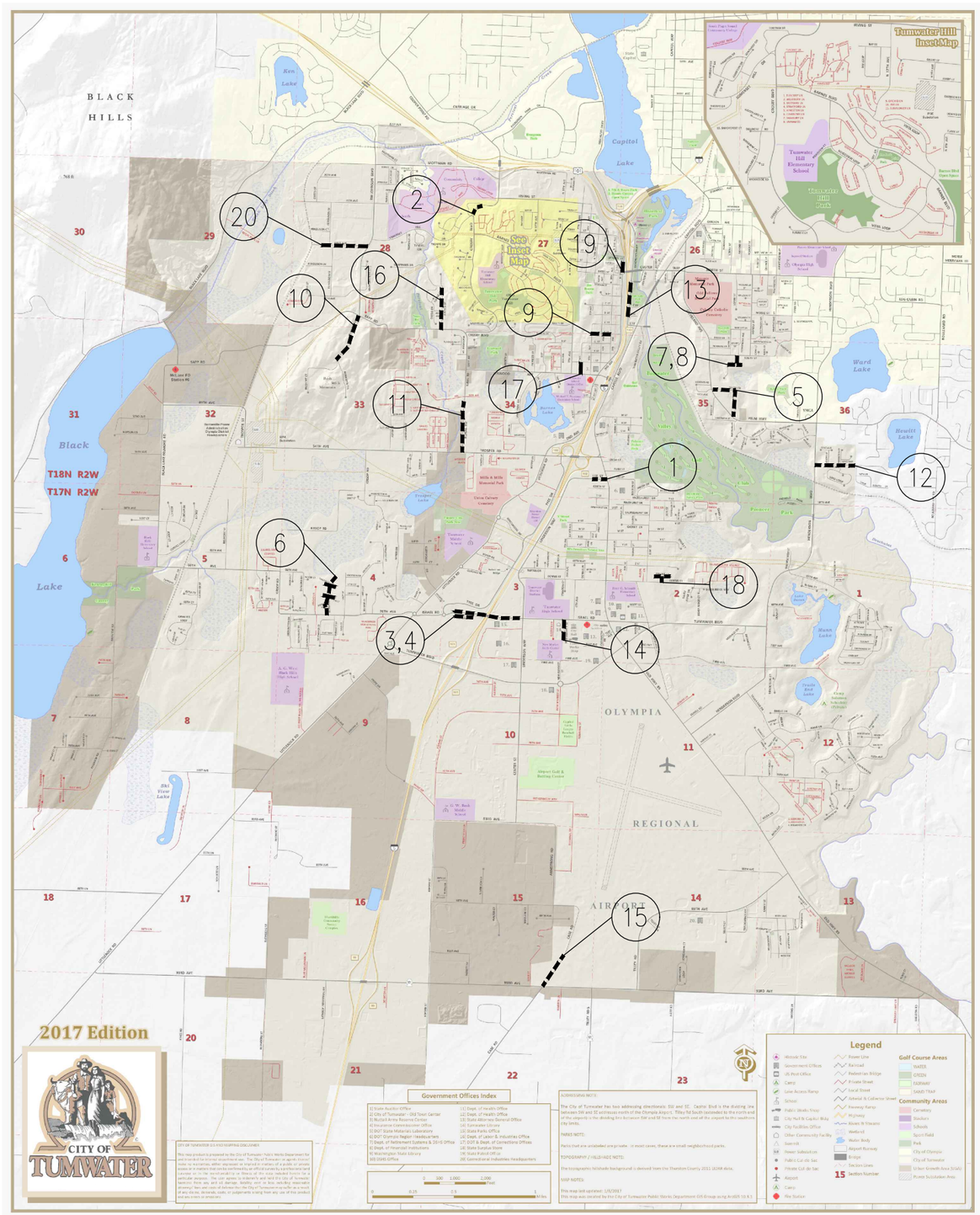
This project was funded by the Transportation Benefit District.

---

6) Attachments:

A. Paving Schedule Map
B. City-wide Striping Map

ATTACHMENT A - PAVING SCHEDULE MAP



PAVING SCHEDULE MAP

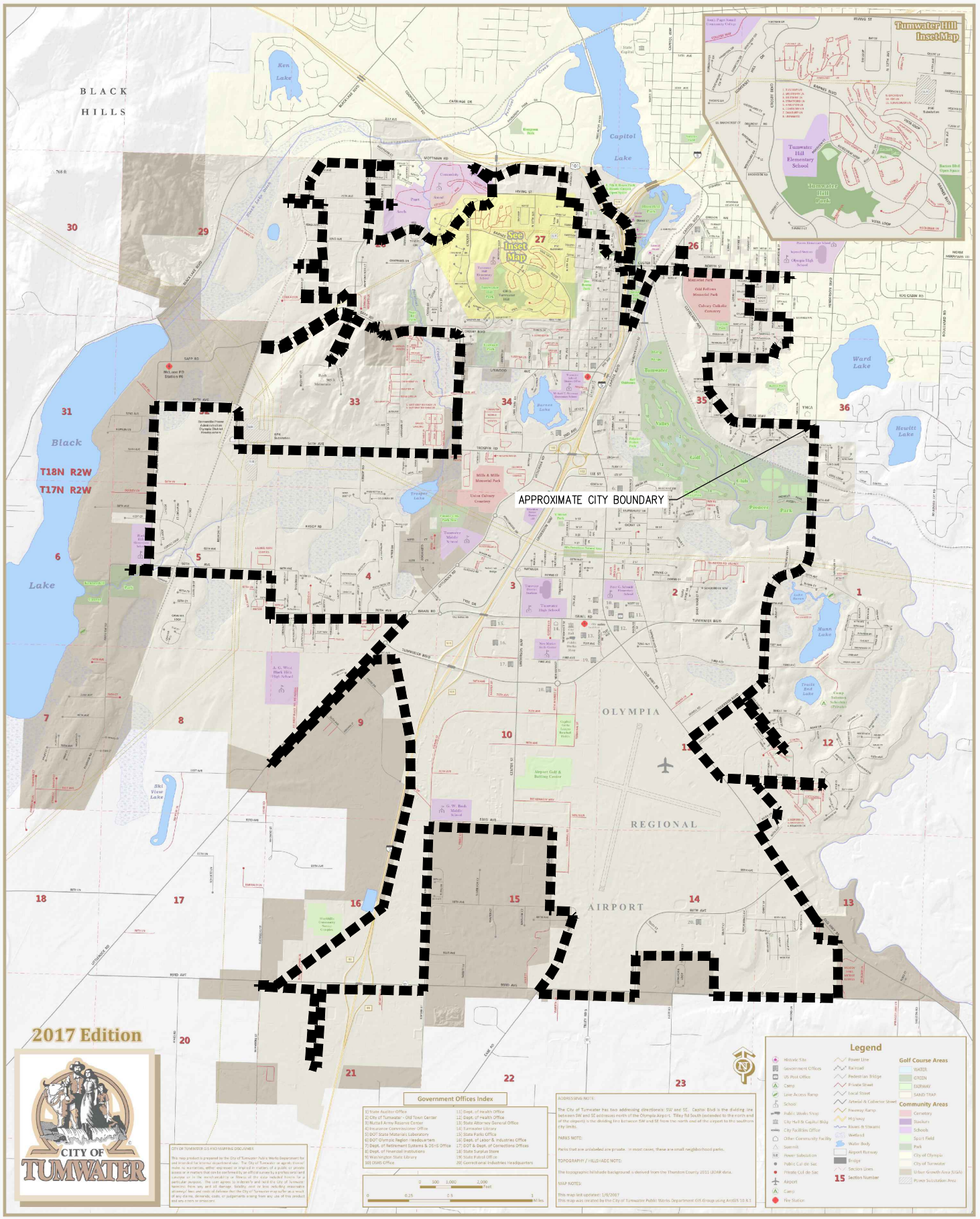
PAVING SCHEDULE			
STREET NO.	STREET	FROM	TO
1	LEE ST.	CAPITOL BLVD.	6TH AVE.
2	CROSBY BLVD.	SOMERSET HILL DR.	FORTNER DR.
3	ISRAEL RD.	OLD ISRAEL RD.	LINDERSON WAY
4	OLD ISRAEL RD.	ISRAEL RD.	EAST END
5	DELTA LN.	CLEVELAND AVE.	SOUTH END
6	FOSTER DR./CHILDRESS CT.	70TH AVE.	NORTH END
7	ARMSTRONG AVE.	HANSEN ST.	SOUTH ST.
8	HANSEN ST.	WEST END	EAST END
9	F ST.	5TH AVE.	3RD AVE.
10	BUSH MTN. DR.	SAPP RD.	BUSH MTN. CT.
11	RURAL RD.	TROSPER RD.	4944 RURAL RD.
12	53RD AVE.	HENDERSON BLVD.	CHERI ESTATES LN.
13	DESCHUTES PKWY.	D ST.	BOSTON ST.
14	NEW MARKET ST.	ISRAEL RD.	SOUTH END
15	CASE RD.	93RD AVE.	1,000 FT NORTH
16	ANTSEN ST.	SAPP RD.	CHAPPAREL DR.
17	6TH AVE.	LINWOOD AVE.	I ST.
18	DENNIS CT.	DENNIS ST.	WEST & EAST ENDS
19	2ND AVE.	CUSTER WAY	250 FT NORTH
20	32ND AVE.	RW JOHNSON BLVD.	FERGUSON ST.

LEGEND

\# — STREET NUMBER

STREET TO BE PAVED

ATTACHMENT B - CITYWIDE STRIPING MAP



CITYWIDE STRIPING BOUNDARY MAP

TO: City Council

FROM: Colby Fletcher, Construction Manager

DATE: November 17, 2026

SUBJECT: Schedule 74 Underground Conversion Project Construction Agreement with Puget Sound Energy for Israel Road SW & Linderson Way SW Project Amendment No. 1

---

1) Recommended Action:

Authorize the Mayor to sign the Schedule 74 Underground Conversion Project Construction Agreement with Puget Sound Energy for Israel Road SW & Linderson Way SW Project Amendment No. 1.

The agreement was recommended for approval on the consent calendar at the November 5, 2026 Public Works Committee.

---

2) Background:

The Transportation Benefit District and federally funded Israel Road and Linderson Way Pedestrian and Bicycle Improvements project included both construction of a water main along Israel Road from Capitol Boulevard to the I-5 crossing and underground conversion of overhead utilities (power, telecommunications, etc.) within the project limits.

This request is specific to the First Amendment with PSE for additional construction costs that were incurred during the Schedule 74, underground conversion work. The Schedule 74 Project Plan and Construction Agreement identify the scope of work and associated construction costs to complete the underground conversion. These documents were completed by Puget Sound Energy (PSE) prior to work being completed on the project and included an estimated City share of the construction cost of $378,874.93. Upon completion of the Schedule 74 work, the total construction cost was $425,247.81. This First Amendment requests the additional $46,372.88 required for the City's share of the Schedule 74 work.

---

3) Policy Support:

2026-2032 Strategic Priorities & Goals
Create and Maintain a Transportation System Safe for All Modes of Travel - Continue improving the maintenance of the transportation system.

---

4) Alternatives:

Do not sign the amendment and direct staff to pursue additional action(s).

---

5) Fiscal Notes:

Funding for the Schedule 74 Project Construction Agreement is provided through the Transportation Capital Facilities Plan (CFP). The City is responsible for 40% of the project costs, with Puget Sound Energy (PSE) covering the remaining 60%.

The original engineer's estimate for the City's portion of the work was $378,874.93. The revised final construction cost, as reflected in the amendment, is $425,247.81.

---

6) Attachments:

A. First Amendment to Schedule 74 Underground Conversion Project Construction Agreement
B. Original Construction Agreement
C. Original Design Agreement

Attachment A

FIRST AMENDMENT
TO
SCHEDULE 74 UNDERGROUND CONVERSION
PROJECT CONSTRUCTION AGREEMENT
FOR
ISRAEL ROAD SW AND LINDERSON WAY SW PROJECT

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 (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

The Government Entity and the Company entered into a Construction Agreement dated effective April 28, 2023, whereby the Company agreed to design, construct, and complete the Schedule 74 Israel Road SW and Linderson Way SW Underground Conversion Project ("Construction Agreement").

Section 6 of the Construction Agreement provides that the Construction Agreement may only be modified by written agreement signed by the parties.

The Government Entity and the Company desire to amend the Construction Agreement to increase the Project Costs to reflect actual costs of performing the work described in the Construction Agreement.

The Project Costs as described in the Project Plan, attached as Exhibit "A" to the Construction Agreement, are hereby amended to reflect the final actual construction cost of the Israel Road SW and Linderson Way SW Project. The total PSE Billable Amount to Customer as a result of the increase is **Four Hundred Twenty Five Thousand Two Hundred Forty Seven and 81/100 Dollars ($425,247.81)** as described in Attachment A attached hereto and incorporated herein.

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:
PUGET SOUND ENERGY
2711 Pacific Avenue SE
Olympia, WA 98501
UBI No. 179010055
Phone No. 253.293.0532

Leatta Dahlhoff, Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss.
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:_____

Attachment A

Amendment to Project Cost: Israel Water Main

The Project Plan and Project Construction Agreement are hereby amended solely to reflect the final actual construction cost of the Israel Water Main Project.

The Project cost is revised as follows:

Description	Amount
Original Estimated Project Cost	$378,874.93
Final Actual Project Cost	$425,247.81
Net Increase	$46,372.88

No Change in Scope

This Amendment does not modify the scope of work, construction responsibilities, schedule, ownership, operating rights, or any other obligations established under the original Project Construction Agreement and Project Plan.

Attachment B

SCHEDULE 74 UNDERGROUND CONVERSION

Project Construction Agreement

Project Name: City of Tumwater – SCH74 Israel Rd SW and Linderson Way SW
Project Number: 101156946

THIS Agreement, dated as of this April day of 28, 2023, is made by and between City of Tumwater, a City (the “Government Entity”), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the “Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy, and pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity has determined that it is necessary to replace the existing overhead electric distribution system within the area specified in the Project Plan (as defined below) (the "Conversion Area") with a comparable underground electric distribution system, all as more specifically described in the Project Plan (the "Conversion Project").

C. The Government Entity and the Company have previously entered into a Project Design Agreement dated as of __11/7/22_____ (the "Design Agreement"), pursuant to which the parties completed certain engineering design, cost assessment, operating rights planning and other preliminary work relating to the Conversion Project and, in connection with that effort, developed the Project Plan.

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the completion of the Conversion Project, which both parties intend shall qualify as an underground conversion under the terms of Schedule 74.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Definitions.

(a) Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement, including, without limitation, the following:

i) Cost of Conversion;
ii) Public Thoroughfare;
iii) Temporary Service;
iv) Trenching and Restoration;
v) Underground Distribution System; and
vi) Underground Service Lines.

(b) “Company-Initiated Upgrade” shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, a "comparable" system shall include, unless the Parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less)

of such diameter and number as may be specified and agreed upon in the Project Plan necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced.

(c) "Estimated Reimbursable Private Conversion Costs" shall mean the Company's good faith estimate of the Reimbursable Private Conversion Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(d) "Estimated Reimbursable Temporary Service Costs" shall mean the Company's good faith estimate of the Reimbursable Temporary Service Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(e) "Estimated Reimbursable Upgrade Costs" shall mean the Company's good faith estimate of the Reimbursable Upgrade Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(f) "Estimated Shared Company Costs" shall mean the Company's good faith estimate of the Shared Company Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(g) "Estimated Shared Government Costs" shall mean the Government Entity's good faith estimate of the Shared Government Costs, as specified in the Project Plan and as changed and adjusted from time to time in accordance with Section 6, below.

(h) "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of the foregoing, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(i) "Party" shall mean either the Company, the Government Entity, or both.

(j) "Private Property Conversion" shall mean that portion, if any, of the Conversion Project for which the existing overhead electric distribution system is located, as of the date determined in accordance with Schedule 74, (i) outside of the Public Thoroughfare, or (ii) pursuant to rights not derived from a franchise previously granted by the Government Entity or pursuant to rights not otherwise previously granted by the Government Entity.

(k) "Project Plan" shall mean the project plan developed by the Parties under the Design Agreement and attached hereto as Exhibit A, as the same may be changed and amended from time to time in accordance with Section 6, below. The Project Plan includes, among other things, (i) a detailed description of the Work that is required to be performed by each Party and any third party, (ii) the applicable requirements and specifications for the Work, (iii) a description of the Operating Rights that are required to be obtained by each Party for the Conversion Project (and the requirements and specifications with respect thereto), (iv) an itemization and summary of the Estimated Shared Company Costs, Estimated Shared Government Costs, Estimated Reimbursable Private Conversion Costs (if any), Estimated Reimbursable Temporary Service Costs (if any) and Estimated Reimbursable Upgrade Costs (if any), and (v) the Work Schedule.

(l) "Operating Rights" shall mean sufficient space and legal rights for the construction, operation, repair, and maintenance of the Underground Distribution System.

(m) "Reimbursable Private Conversion Costs" shall mean (i) all Costs of Conversion, if any, incurred by the Company which are attributable to a Private Property Conversion, less (ii) the distribution pole replacement costs (if any) that would be avoided by the Company on account of such Private Property Conversion, as determined consistent with the applicable Company distribution facilities

replacement program, plus (iii) just compensation as provided by law for the Company's interests in real property on which such existing overhead distribution system was located prior to conversion; provided that the portion of the Reimbursable Private Conversion Costs attributable to the Costs of Conversion under subparagraph (i) of this paragraph shall not exceed the Estimated Reimbursable Private Conversion Costs without the prior written authorization of the Government Entity.

(n) "Reimbursable Temporary Service Costs" shall mean all costs incurred by the Company which are attributable to (i) any facilities installed as part of the Conversion Project to provide Temporary Service, as provided for in Schedule 74, and (ii) the removal of any facilities installed to provide Temporary Service (less salvage value of removed equipment); provided that the Reimbursable Temporary Service Costs shall not exceed the Estimated Reimbursable Temporary Service Costs without the prior written authorization of the Government Entity.

(o) "Reimbursable Upgrade Costs" shall mean all Costs of Conversion incurred by the Company which are attributable to any Government-Requested Upgrade; provided that the Reimbursable Upgrade Costs shall not exceed the Estimated Reimbursable Upgrade Costs without the prior written authorization of the Government Entity.

(p) "Shared Company Costs" shall mean all Costs of Conversion (other than Reimbursable Upgrade Costs, Reimbursable Private Conversion Costs and Reimbursable Temporary Service Costs) incurred by the Company in connection with the Conversion Project; provided, however, that the Shared Company Costs shall not exceed the Estimated Shared Company Costs without the prior written authorization of the Government Entity. For the avoidance of doubt, the "Shared Company Costs" shall, as and to the extent specified in the Design Agreement, include the actual, reasonable costs to the Company for the "Design Work" performed by the Company under the Design Agreement.

(q) "Shared Government Costs" shall mean all Costs of Conversion incurred by the Government Entity in connection with (i) any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity as part of the Government Work, and (ii) the acquisition of any Operating Rights which the Parties have, by mutual agreement, specified in the Project Plan are to be obtained by the Government Entity for the Conversion Project, but only to the extent attributable to that portion of such Operating Rights which is necessary to accommodate the facilities of the Company; provided, however, that the Shared Government Costs shall not exceed the Estimated Shared Government Costs without the prior written authorization of the Company.

(r) "Total Shared Costs" shall mean the sum of the Shared Company Costs and the Shared Government Costs. For the avoidance of doubt, the Total Shared Costs shall not include, without limitation, (i) costs to the Government Entity for Trenching and Restoration, or (ii) costs associated with any joint use of trenches by other utilities as permitted under Section 3(b).

(s) "Work" shall mean all work to be performed in connection with the Conversion Project, as more specifically described in the Project Plan, including, without limitation, the Company Work (as defined in Section 2(a), below) and the Government Work (as defined in Section 3(a), below).

(t) "Work Schedule" shall mean the schedule specified in the Project Plan which sets forth the milestones for completing the Work, as the same may be changed and amended from time to time in accordance with Section 6, below.

2. Obligations of the Company.

(a) Subject to the terms and conditions of this Agreement, the Company shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Company Work"):

Israel Rd SW and Linderson Way SW

i) furnish and install an Underground Distribution System within the Conversion Area (excluding any duct and vault installation or other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity);
ii) provide a Company inspector on-site at the times specified in the Work Schedule to inspect the performance of any duct and vault installation Work which the Parties have specified in the Project Plan is to be performed by the Government Entity; and
iii) upon connection of those persons or entities to be served by the Underground Distribution System and removal of facilities of any other utilities that are connected to the poles of the overhead system, remove the existing overhead system (including associated wires and Company-owned poles) of 15,000 volts or less within the Conversion Area except for Temporary Services.

(b) Upon request of the Government Entity, the Company shall provide periodic reports of the progress of the Company Work identifying (i) the Company Work completed to date, (ii) the Company Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Company Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and the Work Schedule.

(c) Except as otherwise provided in the Company's Electric Tariff G, the Company shall own, operate and maintain all electrical facilities installed pursuant to this Agreement including, but not limited to, the Underground Distribution System and Underground Service Lines.

(d) Subject to the terms and conditions of this Agreement, the Company shall perform all Company Work in accordance with the Project Plan, the Work Schedule and this Agreement.

3. Obligations of the Government Entity.

(a) Subject to the terms and conditions of this Agreement, the Government Entity shall do the following as specified in, and in accordance with the design and construction specifications and other requirements set forth in, the Project Plan (the "Government Work"):

i) provide the Trenching and Restoration;
ii) perform the surveying for alignment and grades for ducts and vaults; and
iii) perform any duct and vault installation and other Work which the Parties have specified in the Project Plan is to be performed by the Government Entity.

(b) Other utilities may be permitted by the Government Entity to use the trenches provided by the Government Entity for the installation of their facilities so long as such facilities or the installation thereof do not interfere (as determined pursuant to the Company's electrical standards) with the Underground Distribution System or the installation or maintenance thereof. Any such use of the trenches by other utilities shall be done subject to and in accordance with the joint trench design specifications and installation drawings set forth or otherwise identified in the Project Plan, and the Government Entity shall be responsible for the coordination of the design and installation of the facilities of the other utilities to ensure compliance with such specifications and drawings.

(c) Upon request of the Company, the Government Entity shall provide periodic reports of the progress of the Government Work identifying (i) the Government Work completed to date, (ii) the Government Work yet to be completed, and (iii) an estimate regarding whether the Conversion Project is on target with respect to the Estimated Shared Government Costs and the Work Schedule.

(d) The Government Entity shall be responsible for coordinating all work to be performed in connection with the street improvement program within the Conversion Area.

(e) Subject to the terms and conditions of this Agreement, the Government Entity shall perform all Government Work in accordance with the Project Plan, the Work Schedule and this Agreement.

4. Work Schedule.

(a) The Government Entity and the Company have agreed upon the Work Schedule as set forth in the Project Plan. Changes to the Work Schedule shall be made only in accordance with Section 6, below.

(b) Promptly following the execution of this Agreement, and upon completion by the Government Entity of any necessary preliminary work, the Government Entity shall hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related pre-mobilization requirements. Following the pre-construction meeting, the Government Entity shall give the Company written notice to proceed with the Work at least ten (10) business days prior to the commencement date specified in the Work Schedule.

(c) Subject to the terms and conditions of this Agreement, each Party shall perform the Work assigned to it under this Agreement in accordance with the Work Schedule. So long as the Company performs the Company Work in accordance with the Work Schedule, the Company shall not be liable to the Government Entity (or its agents, servants, employees, contractors, subcontractors, or representatives) for any claims, actions, damages, or liability asserted or arising out of delays in the Work Schedule.

5. Location of Facilities.

All facilities of the Company installed within the Conversion Area pursuant to this Agreement shall be located, and all related Operating Rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74, as specified by the Parties in the Project Plan.

6. Changes.

(a) Either Party may, at any time, by written notice thereof to the other Party, request changes in the Work within the general scope of this Agreement (a "Request for Change"), including, but not limited to: (i) changes in, substitutions for, additions to or deletions of any Work; (ii) changes in the specifications, drawings and other requirements in the Project Plan, (iii) changes in the Work Schedule, and (iv) changes in the location, alignment, dimensions or design of items included in the Work. No Request for Change shall be effective and binding upon the Parties unless signed by an authorized representative of each Party.

(b) If any change included in an approved Request for Change would cause a change in the cost of, or the time required for, the performance of any part of the Work, an equitable adjustment shall be made in the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs (if any), the Estimated Reimbursable Temporary Service Costs (if any), the Estimated Reimbursable Upgrade Costs (if any) and/or the Work Schedule to reflect such change. The Parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(c) The Work Schedule, the Estimated Shared Company Costs, the Estimated Shared Government Costs, the Estimated Reimbursable Private Conversion Costs, the Estimated Reimbursable Temporary Service Costs and/or the Estimated Reimbursable Upgrade Costs shall be further equitably adjusted from time to time to reflect any change in the costs or time required to perform the Work to the extent such change is caused by: (i) any Force Majeure Event under Section 11, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost,

schedule or other aspect of the Work and was not known by or disclosed to the affected Party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Work which are expressly identified by the Parties in the Project Plan. Upon the request of either Party, the Parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the Parties are unable to agree upon the terms of the equitable adjustment, either Party may submit the matter for resolution pursuant to the dispute resolution provisions in Section 10, below.

(d) Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each Party shall, if requested by the other Party, proceed with the Work in accordance with any approved Request for Change. Any request to proceed hereunder must be accompanied by a written statement setting forth the requesting Party's reasons for rejecting the proposed equitable adjustment of the other Party.

7. Compensation and Payment.

(a) Subject to and in accordance with the terms and conditions of this Agreement (including, without limitation, the payment procedures set forth in this Section 7), payment in connection with the Conversion Project and this Agreement shall be as follows:

i) The Total Shared Costs shall be allocated to the Parties in the following percentages: (A) sixty percent (60%) to the Company, and (B) forty percent (40%) to the Government Entity.
ii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Private Conversion Costs, if any.
iii) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Upgrade Costs, if any.
iv) The Government Entity shall pay one hundred percent (100%) of all Reimbursable Temporary Service Costs, if any.
v) The Government Entity shall pay one hundred percent (100%) of the costs it incurs to perform that portion of the Government Work specified in Section 3(a)(i) and (ii) (i.e., Trenching and Restoration and surveying).
vi) The Company shall pay one hundred percent (100%) of the costs it incurs to design, provide and construct any Company-Initiated Upgrade.
vii) The Company shall pay one hundred percent (100%) of the costs it incurs to obtain Operating Rights outside the Public Thoroughfare.

(b) Based on the allocation of responsibilities set forth in Section 7(a), above, the Parties shall determine the net amount payable by the Government Entity or the Company, as applicable, to the other Party under this Agreement (the "Net Amount"). The Net Amount shall be determined by using the amount of the Total Shared Costs allocated to the Government Entity under Section 7(a)(i), and adjusting such amount as follows:

i) Subtracting (as a credit to the Government Entity) the amount of the Shared Government Costs.
ii) Adding (as a credit to the Company) the amount of all Reimbursable Private Conversion Costs, Reimbursable Upgrade Costs and Reimbursable Temporary Service Costs.
iii) Subtracting (as a credit to the Government Entity) any payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement.

The Net Amount, as so calculated, (A) will be an amount payable to the Company if it is a positive number, and (B) shall be an amount payable to the Government Entity if it is a negative number.

(c) Within sixty (60) business days of completion of the Conversion Project, the Government Entity shall provide the Company with an itemization of the Shared Government Costs (the "Government Itemization"), together with such documentation and information as the Company may reasonably request to verify the Government Itemization. The Government Itemization shall, at a minimum, break down the Shared Government Costs by the following categories, as applicable: (i) property and related costs incurred and/or paid by the Government Entity, including any costs of obtaining Operating Rights, and (ii) construction costs incurred and/or paid by the Government Entity, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Government Entity.

(d) Within thirty (30) business days after the Company's receipt of the Government Itemization and requested documentation and information, the Company shall provide the Government Entity a written statement (the "Company Statement") showing (i) an itemization of the Shared Company Costs, (ii) the Parties' relative share of the Total Shared Costs based on the Company's itemization of the Shared Company Costs and the Government Entity's itemization of the Shared Government Costs set forth in the Government Itemization, (iii) any Reimbursable Private Conversion Costs, (iv) any Reimbursable Upgrade Costs, (v) any Reimbursable Temporary Service Costs, (vi) any credits to the Government Entity for payments previously made to the Company by the Government Entity under the Design Agreement which, under the terms of the Design Agreement, are to be credited to the Government Entity under this Agreement, and (vii) the Net Amount, as determined in accordance with Section 7(b), above, together with such documentation and information as the Government Entity may reasonably request to verify the Company Statement. The itemization of the Shared Company Costs included in the Company Statement shall, at a minimum, break down the Shared Company Costs by the following categories, as applicable: (i) design and engineering costs, and (ii) construction costs, including and listing separately inspection, labor, materials and equipment, overhead and all costs charged by any agent, contractor or subcontractor of the Company.

(e) Within thirty (30) business days after the Government Entity's receipt of the Company Statement and requested documentation and information, the Net Amount shall be paid by the owing Party to the other Party, as specified in the Company Statement.

8. Indemnification.

(a) The Government Entity releases and shall defend, indemnify and hold the Company harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Government Entity in its performance under this Agreement. During the performance of such activities the Government Entity's employees or contractors shall at all times remain employees or contractors, respectively, of the Government Entity.

(b) The Company releases and shall defend, indemnify and hold the Government Entity harmless from all claims, losses, harm, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees) caused by or arising out of any negligent act or omission or willful misconduct of the Company in its performance under this Agreement. During the performance of such activities the Company's employees or contractors shall at all times remain employees or contractors, respectively, of the Company.

(c) Solely for purposes of enforcing the indemnification obligations of a Party under this Section 8, each Party expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, and agrees that the obligation to indemnify, defend and hold harmless provided for in this Section 8 extends to any such claim brought against the indemnified Party by or on behalf of any employee of the indemnifying Party. The foregoing waiver shall not in any way preclude the indemnifying Party from raising such immunity as a defense against any claim brought against the indemnifying Party by any of its employees.

9. Conversion of Service to Customers within Conversion Area.

(a) Upon commencement of the Work, the Government Entity shall notify all persons and entities within the Conversion Area that service lines to such customers must be converted from overhead to underground service within the applicable statutory period following written notice from the Government Entity that service from underground facilities are available in accordance with RCW 35.96.050. Upon the request of any customer, other than a single family residential customer, within the Conversion Area, the Company shall remove the overhead system and connect such persons' and entities' Underground Service Lines to the Underground Distribution System.

(b) The Parties acknowledge that single family residences within the Conversion Area must (i) provide a service trench and conduit, in accordance with the Company's specifications, from the underground meter base to the point of service provided during the conversion, and (ii) pay for the secondary service conductors as defined in Schedule 85 of the Company's Electric Tariff G. The Government Entity shall exercise its authority to order disconnection and removal of overhead facilities with respect to owners failing to convert service lines from overhead to underground within the timelines provided in RCW 35.96.050.

10. Dispute Resolution.

(a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the Parties. A Party who wishes dispute resolution shall notify the other Party in writing as to the nature of the dispute. Each Party shall appoint a representative who shall be responsible for representing the Party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the Parties' representatives in writing to the senior management of the Parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the Parties may agree upon), each Party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

(b) Any claim or dispute arising hereunder which relates to any Request for Change or any equitable adjustment under Section 6, above, or the compensation payable by or to either Party under Section 7, above, and which is not resolved by senior management within the time permitted under Section 10(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

(c) In connection with any arbitration under this Section 10, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the Parties. Each Party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing Party's costs and expenses (including, but not limited to, reasonable attorneys' fees) by the other Party.

(d) Unless otherwise agreed by the Parties in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

11. Uncontrollable Forces.

In the event that either Party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that Party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a Party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a Party, its contractors or a third party; or any failure or delay in the performance by the other Party, or a third party who is not an employee, agent or contractor of the Party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the Party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The Parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

12. Insurance.

(a) PSE shall, and shall require each of its contractors to, secure and maintain in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) comprehensive general liability insurances, with a minimum coverage of $_1,000,000.00__ per occurrence and $_2,000,000.00_ aggregate for personal injury; and $_500,000.00_ per occurrence/ aggregate for property damages, and professional liability insurance in the amount of $_2,000,000.00.

(b) The Government Entity shall ensure that each of its contractors performing any Government Work secures and maintains in force throughout the duration of the Conversion Project (or, if sooner, until termination of this Agreement) insurance policies having the same coverage, amounts and limits as specified Section 12(a), above.

(c) In lieu of the insurance requirements set forth in Section 12(a), above, the Company may self-insure against such risks in such amounts as are consistent with good utility practice. Upon the Government Entity's request, the Company shall provide the Government Entity with reasonable written evidence that the Company is maintaining such self-insurance.

13. Other.

(a) Agreement Subject To Tariff. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electrical Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

(b) Termination. The Government Entity reserves the right to terminate the Conversion Project and this Agreement upon written notice to the Company. In the event that the Government Entity terminates the Conversion Project and this Agreement, the Government Entity shall reimburse the Company for all costs reasonably incurred by the Company in connection with the Work performed prior to the effective date of termination. In such event, the costs reimbursable to the Company (i) shall not be reduced by any Shared Government Costs or other costs incurred by the Government Entity, and (ii) shall be paid within thirty (30) days after the receipt of the Company's invoice therefor. Sections 1, 5, 7, 8, 9, 10, 11 and 13 shall survive any termination of the Conversion Project and/or this Agreement.

(c) Facilities Greater Than 15,000 Volts. Nothing in this Agreement shall in any way affect the rights or obligations of the Company under any previous agreements pertaining to the existing or future facilities of greater than 15,000 Volts within the Conversion Area.

(d) Compliance With Law. The Parties shall, in performing the Work under this Agreement, comply with all applicable federal, state, and local laws, ordinances, and regulations.

(e) No Discrimination. The Company, with regard to the Work performed by the Company under this Agreement, shall comply with all applicable laws relating to discrimination on the basis race, color, national origin, religion, creed, age, sex, or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

(f) Independent Contractor. The Company and the Government Entity agree that the Company is an independent contractor with respect to the Work and this Agreement. The Company is acting to preserve and protect its facilities and is not acting for the Government Entity in performing the Work. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the Parties. Neither the Company nor any employee of the Company shall be entitled to any benefits accorded employees of the Government Entity by virtue of the Work or this Agreement. The Government Entity shall not be responsible for withholding or otherwise deducting federal income tax or social security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to the Company, or any employee of the Company.

(g) Nonwaiver of Rights or Remedies. No failure or delay of either Party to insist upon or enforce strict performance by the other Party of any provision of this Agreement or to exercise any other right under this Agreement, and no course of dealing or performance with respect thereto, shall, except to the extent provided in this Agreement, be construed as a waiver or, or choice of, or relinquishment of any right under any provision of this Agreement or any right at law or equity not otherwise provided for herein. The express waiver by either Party of any right or remedy under this Agreement or at law or equity in a particular instance or circumstance shall not constitute a waiver thereof in any other instance or circumstance.

(h) No Third Party Beneficiaries. There are no third-party beneficiaries of this Agreement. Nothing contained in this Agreement is intended to confer any right or interest on anyone other than the Parties, their respective successors, assigns and legal representatives.

(i) Governmental Authority. This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental regulatory authorities and courts having jurisdiction over this Agreement, the Parties or either of them. All laws, ordinances, rules, regulations, orders and other requirements, now or hereafter in effect, of governmental regulatory authorities and courts that are required to be incorporated into agreements of this character are by this reference incorporated in this Agreement.

(j) No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligations or liability upon either Party. Further, neither Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind the other Party.

(k) Severability. In the event that any provision of this Agreement or the application of any such provision shall be held invalid as to either Party or any circumstance by any court having jurisdiction, such provision shall remain in force and effect to the maximum extent provided by law, and all other provisions of this Agreement and their application shall not be affected thereby but shall remain in force and effect unless a court or arbitrator holds they are not severable from the invalid provisions.

(l) Notice. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501-6515
Attn: Daryl Epstein
Fax: _____

If to the Company:
Puget Sound Energy, Inc.
10885 N.E. 4th Street
Bellevue, WA 98004-5591
Attn: Brandon Jolliff
Fax: _____

Any Party may change its address specified in this Section 13(l) by giving the other Party notice of such change in accordance with this Section 13(l).

(m) Applicable Law. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

(n) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties; provided, however, that except as expressly set forth in this Agreement, nothing herein is intended to or shall alter, amend or supersede the Design Agreement and the same shall remain in full force and effect in accordance with its terms.

(o) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the Parties, including but not limited to, any entity to which the rights or obligations of a Party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:	Company:
_____	PUGET SOUND ENERGY, INC.
BY_____	BY_____
ITS_____	ITS_____
Date Signed_____	Date Signed_____

Approved as to form:

_____

Israel Rd SW and Linderson Way SW

Exhibit A

PUGET SOUND ENERGY
The Energy To Do Great Things

Exhibit "A" Project Plan
Schedule 74 Underground Conversion

City of Tumwater – SCH74 ISRAEL RD SW / LINDERSON WAY

PSE Project Number: 101156949
4/28/2023

Pursuant to Puget Sound Energy ("PSE") Rate Schedule 74 and as described in this Project Plan, PSE will convert its existing overhead electrical distribution system of 15,000 volts or less to an equivalent Underground Distribution System. This Project Plan describes the scope of construction work (the "Construction Work") to be performed by PSE and the City of Tumwater (the "City") for the conversion of certain PSE electrical distribution system facilities as described herein (the "Conversion Project"). Construction of this Conversion Project is contingent upon and shall commence only after both written acceptance of this Project Plan and written execution of a Schedule 74 Construction Agreement by the City and PSE.

This Project Plan includes and consists of:

- Description of the Construction Work to be performed
- Construction Drawings, Standards, Specifications and Requirements for the Construction Work (attached)
- Operating Rights to be obtained for the Conversion Project (attached)
- Construction Work Schedule
- Construction Costs Estimate Summary (attached)

Revisions to this Project Plan must be mutually approved by the City and PSE.

Construction Work

This Conversion Project will replace PSE's existing overhead electrical distribution system with an Underground Distribution System within the following area (the "Conversion Area"): Israel RD SW from Linderson Way SW to Capitol BLVD SW. The Conversion Project is approximately 4,400 feet in length, including laterals and road crossings.

The Conversion Project includes modification or replacement of all existing services lines within the Conversion Area to connect to the Underground Distribution System and removal of PSE's existing overhead electric distribution facilities (including PSE distribution poles and pole mounted street lights) from the Conversion Area.

Fluidized Thermal Backfill (FTB, a form of controlled density fill) is required in trenches containing four or more PSE six inch ducts. FTB will be used in place of standard backfill as shown in the Construction Drawings in accordance with applicable PSE Standards. FROM PV2 TO SW2. APPROXIMATE FOOTAGE 410'.

There are no Company Initiated Upgrades, Government Entity Requested Upgrades or Temporary Service elements included in the Conversion Project Scope of Work.

City requested upgrades included in this project consist of: Research and compliance with Buy America Act provisions administered by the Federal Highways Administration (FHWA) and/or the Federal Transit Administration (FTA).

The following portions of PSE's existing facilities to be converted are located outside of Public Thoroughfare: See PSE Design for V01, V02, J05, P07, J06, PV2, SW2, PV3, J07 & V03.

In conjunction with this Conversion Project, PSE will remove its existing street lighting system from the Conversion Area. Provision of a replacement street lighting system within the Conversion Area is not included in this Project Plan. Replacement street lighting service can be provided by separate arrangement in accordance with applicable PSE Tariff Schedules.

Responsibilities of Parties

City Responsibilities

a) At least twenty (20) business days prior to the scheduled commencement of Construction Work, hold a pre-construction meeting involving all participants in the Conversion Project to review project design, coordination requirements, work sequencing and related premobilization requirements.

b) At least ten (10) business days prior to the scheduled commencement of Construction Work, give PSE written notice to proceed with the Construction Work to allow for delivery of PSE materials to the job site and scheduling of PSE's on-site Inspector.

c) Provide written notice to customers within the Conversion Area in advance of Conversion Project Construction Work start. The notice will include contact information for both the City and PSE, the expected Conversion Project schedule, anticipation of service interruptions and work required to be performed by customers.

d) Coordinate other utility conversion, removal and relocation from PSE's poles.

e) Provide all surveying for equipment placement, locations, and establish all grade elevations for the Underground Distribution System within the Conversion Area.

f) Provide all necessary excavation, bedding, backfill, off-site disposal, site restoration and coordination for installation of the Underground Distribution System. This includes trenching, backfill, and restoration for cut-over and transfer of existing underground system and service lines from the existing overhead distribution system to the new Underground Distribution System.

g) Coordinate private property trenching, excavation and restoration activity with private property owners affected by this Conversion Project.

h) Provide flagging and traffic control as required for all work performed by the City.

i) Install and proof all ducts and vaults for the Underground Distribution System (excluding work in ducts or vaults containing energized cables or equipment – see PSE Responsibilities) in accordance with PSE standards and specifications using ducts and vaults provided by PSE. "Proofing" as used herein is defined as verification using a mandrel that the duct and vault system is free and clear of damage, installed to the proper grade and at the proper location and contains a pulling line.

j) Provide at least twenty (20) business days' notice for scheduled delivery of PSE vaults by PSE's vault supplier.

k) Provide secure staging and storage area(s) for duct and vault materials provided by PSE. The City shall be responsible for the security and condition of these materials until they are installed and accepted by PSE or returned to PSE's custody.

l) Provide labor and equipment for the off-loading of PSE duct and vault materials delivered to the job site.

m) Promptly following notice from PSE that the Underground Distribution System has been energized, provide notice to customers within the Conversion Area informing them of their obligation and responsibility to convert their overhead service lines to underground service lines as provided by state law or to modify existing underground service lines for connection to the Underground Distribution System. Affected service lines are listed in the Service Lines section of this Project Plan.

n) Facilitate weekly (or as otherwise agreed by the City and PSE) construction coordination meetings to include all relevant parties participating in the conversion including PSE and its contractor(s), the City and its contractor(s), and other utilities.

o) Provide any necessary operating rights for the installation of PSE's facilities in accordance with PSE's Schedule 74 Section 3 and as mutually agreed by the PSE and the City. Operating rights are further addressed in the Operating Rights section of this Project Plan.

p) Modify, reroute or replace service lines to City owned facilities to connect to the Underground Distribution System.

q) Following notification from PSE that Construction Work is complete, provide to PSE any Shared Government Costs as provided for in the Construction Agreement.

Puget Sound Energy Responsibilities

a) Provide all duct and vault materials, cables, electrical equipment and components necessary for installation of the Underground Distribution System including certifications of materials origins (COMOs) as may be required for products that must meet applicable provisions of the Buy America Act as administered by the Federal Highways Administration (FHWA) and/or the Federal Transit Administration (FTA).

b) Following notice from the City, deliver or cause to be delivered all duct and vault materials to the designated staging/storage area(s). Acknowledge delivered quantities and condition of duct and vault materials by signing shipping manifests.

c) Following notice from the City, provide inspection services needed for overseeing the proper installation of ducts and vaults by the City.

d) Accept delivery of the completed duct and vault system once the new system has been proofed (as described above) by the City. PSE will provide a mandrel to the City to be used in proofing of the duct and vault system.

e) Provide PSE electrical workers to complete duct installation and proofing when such work is performed at or in any energized vault containing energized cables or equipment.

f) Install (except for ducts and vaults installed by the City) and energize the Underground Distribution System. Provide written notice to the City when the Underground Distribution System is energized.

g) Perform cut-over and transfer of existing Underground Distribution System and existing underground service lines from the overhead distribution system to the new Underground Distribution System where applicable (see City Responsibility item "f" concerning trenching responsibility). PSE will notify the City for excavation and the affected customers at least two (2) business days prior to installation, transfer, and connection of underground service lines. Affected service lines are listed in the Service Lines section of this Project Plan.

h) Install and connect replacement underground service lines to single family residences and connect modified and replacement non-residential underground service lines provided by customers within the Conversion Area pursuant to PSE Tariff Schedule 85. Affected service lines are listed in the Service Lines section of this Project Plan.

i) Remove the existing overhead electric distribution system including, conductors, equipment, down guys, anchors and poles after all service lines to customers within the Conversion Area are connected to the Underground Distribution System and all other utilities have been removed from PSE's poles. Holes left following removal of poles will be filled with crushed rock and compacted in accordance with applicable City standards or specifications.

j) Provide flagging and traffic control as required for all work performed by PSE (except as may otherwise be reasonably provided by the City during installation of ducts and vaults in conjunction with City performed trenching, excavation, back-fill and restoration).

k) Attend weekly (or as otherwise agreed by the City and PSE) construction coordination meetings facilitated by the City and its contractor during periods of Conversion Project construction.

Operating Rights

The Underground Distribution System will be located within Public Thoroughfare except as described in the Operating Rights Attachment. The Construction Work will not be released by PSE for construction until i) all operating rights necessary for the installation of PSE's facilities have been obtained and have been verified by PSE, or ii) the City otherwise signs an agreement releasing PSE from any and all financial obligations associated with the location or relocation of PSE facilities resulting from commencement of construction prior to acquisition of all identified necessary operating rights. AFN1035387

Construction Work Schedule

The Construction Work will be performed in accordance with the following Work Schedule, unless this schedule is revised by mutual agreement of the City and PSE or circumstances beyond the reasonable control of the City and/or PSE preclude such performance.

Installation of ducts and vaults: 200' a day for trenching & installation of conduit. Approx. 22 days.

Installation and energization of the Underground Distribution System: 32 days.

Removal of overhead facilities: 5 days.

Construction Cost Estimate

The estimated costs to perform the Construction Work and the allocation of costs between the parties are presented in the attached Construction Costs Estimate Summary. These estimated costs are valid for ninety (90) days from the date shown on the attached Construction Costs Estimate Summary. If this Project Plan and a Schedule 74 Construction Agreement are not fully executed within ninety (90) days from this date, the estimated costs shall be subject to revision.

The scope of work provided for in the previously executed Design Agreement has been completed with written acceptance of this Project Plan by the City and PSE. The Construction Cost Estimate reflects and provides for Construction Work costs commencing with PSE attendance at the required pre-construction meeting and receipt of the City's written notice to proceed with Construction Work. Work performed and/or costs incurred by PSE in response to City request following acceptance of the Project Plan and prior to the pre-construction meeting are not included in the Construction Cost Estimate, and shall be subject to addition to the Construction Cost Estimate by revision as described below.

Estimated Inspection and Service Provider Outside Services costs are based on 2023 contract rates. Costs for Construction Work performed by PSE after 2023 shall be subject to revision to reflect PSE Service Provider contract rates which become effective after this date.

Changes in Construction Work scope, performance and/or schedule can result in actual Construction Costs that differ from estimated costs shown in the Construction Cost Estimate Summary. In the event performance of the Construction Work cannot or does not proceed substantially as provided in this Project Plan, such changes shall promptly be brought to the attention of PSE and the City when anticipated or known and shall be documented in a revision to the Construction Cost Estimate (a "Cost Estimate Revision") mutually agreed and executed by the City and PSE.

Project Assumptions

The project design, construction plans and cost estimates are based on and reflect the following assumptions. Construction conditions that are not consistent with these assumptions may result in a request for change or an equitable adjustment to project compensation under Section 6 of the Construction Agreement and addressed by a Cost Estimate Revision.

Cost Assumptions

1. The Construction Work will be performed in accordance with the Construction Drawings and Construction Work Schedule.
2. PSE's Project Manager will accept or reject (with written justification) the duct and vault installation work performed by the City within five (5) business day notice of completion from the City. In the event PSE rejects any of the ducts or vaults (with reasonable written justification), the City will perform the necessary remedial work. The City will then re-notify PSE and PSE shall have five (5) business days to accept or reject the remedial work.
3. All PSE cables can be pulled through the ducts and vaults system, including existing ducts and vaults if applicable, to be used for the Conversion Project utilizing normal cable pulling equipment and methods.
4. A City Street Use permit is the only permit necessary for PSE to perform its work for this Conversion Project and will be issued within two (2) weeks of PSE submitting a complete permit application (including any supporting documentation reasonably required by the City). There will be no charge for the permit or inspection fees.
5. The estimated daily productivity rate for PSE duct and vault installation is based on the City's contractor opening a minimum of 200 feet of trench per working day. The daily productivity rate is used to estimate the number of days a PSE Inspector will be required during installation of ducts & vaults. The Inspector will be scheduled in full day increments and in one continuous effort. Changes to a continuous schedule require a minimum of five days advance notice and must be mutually agreed between the City and PSE.
6. Attendance by the PSE Project Manager at scheduled weekly construction coordination meetings is included and reflected in the Construction Cost Estimate during periods when the PSE ducts and vaults are actively being installed and when the PSE line crew is performing installation, energization, cut-over and removal work. Attendance at additional meetings that may be requested/required during other periods will be addressed by a Cost Estimate Revision.
7. Traffic control provided by PSE assumes the use of two flaggers, basic signage and simple channelization. Additional traffic control measures are not included and if requested/required will be addressed by a Cost Estimate Revision.
8. Work to be performed by PSE does not include installation and/or removal of Temporary Service facilities at the request of others during construction.
9. Cut-over and transfer work will be completed during regular working hours except as described in Schedule Assumption #3 below. Changes in the performance of this work will be addressed by a Cost Estimate Revision.
10. New guy anchors shall be installed prior to installation of new ducts in the same area.
11. When Fluidized Thermal Backfill (FTB) is used, associated cost will be allocated 100% to PSE when required for a Company Initiated Upgrade and otherwise 100% to the City.
12. Installation of protective bollards may be necessary at some locations and may not be included in the project design. In the event unplanned bollards are required, associated costs will be a Shared Cost and addressed by a Cost Estimate Revision.

Schedule

1. There will be a total of two (2) PSE crew mobilizations as follows: i) one mobilization of an underground line crew for installation of underground conductors and equipment; and ii) one mobilization of an overhead line crew for removal of the existing overhead facilities. Once mobilized PSE crews will have continuous productive work until all PSE Construction Work is complete.

2. All PSE Construction Work will be performed during regular working hours from 7AM-3:30PM excluding holidays. In the event that lane closures are necessary for performance of work, PSE shall be limited to working between the hours of 7AM-3:30PM. PSE and the City will mutually agree to weekly work schedules for the Construction Work. PSE shall be allowed to perform PSE work as scheduled without changes or interruptions caused by other construction activities.

3. PSE customers within the Conversion Area will experience interruption of electric service during performance of the Construction Work when cutting over and transferring system and customer loads from the overhead distribution system to the Underground Distribution System. Cut-over and transfer work will be performed during the regular working hours specified in Schedule Assumption #2 above except as otherwise provided below. PSE will notify customers at least two (2) business days in advance of scheduled service interruptions.

   Cut-over & Transfer Work Outside of Regular Working Hours

   700 Israel RD SW Tumwater High School Service

   7023 New Market ST SW Tumwater Timberland Library Service

   555 Israel RD SW Tumwater City Hall Service

   311 Israel RD SW Tumwater Fire Department Service

Additional Considerations

Service Lines

Service lines within the Conversion Area must be modified or replaced to provide underground service from the Underground Distribution System as described in Construction Drawings. Performance of the work and associated costs shall be governed by PSE Tariff Schedule 85.

723 Israel RD SW Tumwater, WA 98501

631 Israel Rd SW B Tumwater, WA 98501

631 Israel Rd SW D Tumwater, WA 98501

631 Israel Rd SW H Tumwater, WA 98501

631 Israel Rd SW C Tumwater, WA 98501

631 Israel Rd SW A Tumwater, WA 98501

6945 6th Ave SW Tumwater, WA 98501

6935 6th Ave SW Tumwater, WA 98501

Customer Owned Conductor to be Re-Routed into new transformer at V02

631 Israel Rd SW B Tumwater, WA 98501

631 Israel Rd SW D Tumwater, WA 98501

631 Israel Rd SW H Tumwater, WA 98501

631 Israel Rd SW C Tumwater, WA 98501

631 Israel Rd SW A Tumwater, WA 98501

6945 6th Ave SW Tumwater, WA 98501

6935 6th Ave SW Tumwater, WA 98501

New Service

Connection of new or increased load for City facilities (such as new traffic signals) under terms of PSE Tariff Schedule 85 will be addressed on a separate work order and work sketch. Additional costs may apply and will be quoted separately.

PSE Design & Construction Standards

This Conversion Project has been designed and will be constructed in accordance with PSE design and construction standards in effect as of the date of this Project Plan. PSE standards applicable to Construction Work to be performed by the City have been provided to the City in PSE's "Electric Distribution Trench/Duct/Vault Construction Standards, 2013". All relevant PSE standard described above are attached to this Project Plan by this reference.

Temporary Support (Holding) of PSE Poles

Whenever any pole(s) are required to be temporarily supported (held) due to excavation in proximity to such poles, the City will coordinate with PSE to provide such support. The need to temporarily support such poles shall be determined by PSE, and if required, such support shall be provided by PSE. As used herein, "temporary support" means supporting one or more poles for a continuous working period of ten hours or less.

Project Costs

Activity:	PSE Design Cost		PSE Construction Cost Estimate		Customer Installed Duct and Vault		Change Orders	
PSE Order #:	101156946		101156946		101156946			
	Customer Cost	40%	Customer Cost	40%	PSE Cost Share	60%		
PSE Materials				$353,689.64				
PSE Construction Labor				$ 255,189.60			Customer Obligation	$0.00
PSE Project Management		$17,817.70		$5,352.36			PSE Obligation	$0.00
PSE Inspection				$ 35,978.19				
PSE Overheads		$20,648.58		$189,531.58				
Federal Income Tax		$3,021.37		$65,958.29				
Total Actual Costs:		$ 41,487.65		$ 905,699.66		0		

TOTAL PROJECT VALUE:	$947,187.31
CITY OF TUMWATER Obligation Incl/CO's:	$378,874.93
CITY OF TUMWATER Credit for D+V:	$0.00
PSE Billable Amount to Customer	$378,874.93

Date: 4/5/2018

Acceptance of Project Plan

The City and PSE mutually agree to and accept this Project Plan as of the date indicated below:

For the City:

By: _____

Its: _____

Date: _____

For PSE:

By: _____

Its: _____

Date: _____

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Attachment C

SCHEDULE 74 UNDERGROUND CONVERSION

Project Design Agreement

Project Name: Israel Rd and Linderson Way
Project Number: 101152872

THIS Agreement, dated as of this 17th day of August, 2022, is made by and between The City of Tumwater, a City (the “Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the “Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.

2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.

3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates

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specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.

5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.

6. Following the Company’s receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).

7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.

8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

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9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.

10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.

11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:

    (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.

    (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.

    (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.

    (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.

    (e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For

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purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following: (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

(a) notify the Company in writing that this Agreement is terminated; or

(b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:
    (i) reasonable,
    (ii) consistent with the Scope of Work, and
    (iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

(a) change the Scope of Work in accordance with paragraph 13, below, or

(b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or

(c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or

(d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

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13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.

    (b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.

14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.

15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company’s invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

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16. Dispute Resolution Procedures:

    (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

    (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

    (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.

    (d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

Envelope ID: 9D7C1DB4-4683-48F4-BC4C-CE493203575F

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity: City of Tumwater
555 Israel Rd SW,
Tumwater, WA 98501
Attn: Jared Crews

If to the Company: Puget Sound Energy, Inc.
2711 Pacific Ave SE,
Olympia, WA 98501
Attn: James Lengel

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.

22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

Government Entity:	Company:
City of Tumwater	PUGET SOUND ENERGY, INC.
BY DocuSigned by: Brandon Hicks 096DDE7CA5E5457...	BY: James Lengel
ITS Transportation & Engineering Director	ITS: Project Manager
Date Signed 11/7/2022	Date Signed: 8/16/22

Approved as to form:
DocuSigned by: karen kirkpatrick 9C2747F30AD6419...

TO: City Council

FROM: Jessica Lee, Executive Assistant

DATE: November 17, 2026

SUBJECT: Appointment of Renee Radcliff Sinclair to Historical Preservation Commission and David Iyall to Planning Commission

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1) Recommended Action:

Approve Mayor Dahlhoff's appointment of Renee Radcliff Sinclair to Historical Preservation Commission and David Iyall to Planning Commission.

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2) Background:

Renee Radcliff Sinclair has volunteered to serve a 3-year term on the Historical Preservation Commission. Upon Council confirmation, Upon Council confirmation, their terms will expire October 31, 2029.

David Iyall is a Nisqually Tribal member who grew up in Tumwater and brings a strong connection to our community and a long record of public service. His service includes roles as Treasurer of the Nisqually Tribal Council and with the Thurston Conservation District. His experience in governance, fiscal stewardship, and natural resource conservation would bring valuable perspective to the Planning Commission as it considers Tumwater's growth and future. David Iyall has volunteered to serve a 4-year term on the Planning Commission. Upon Council confirmation, Upon Council confirmation, their terms will expire November 1, 2030.

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3) Policy Support:

Vision | Mission | Beliefs - Our Vision:
Tumwater of the future will be people-oriented and highly livable, with a strong economy, dynamic places, vibrant neighborhoods, a healthy natural environment, diverse and engage residents, and living connection to its history.

We Believe in PEOPLE:
Partnership | We work collaboratively with residents, businesses, and community organizations.

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4) Alternatives:

- ❑ Confirm some of the reappointments
- ❑ Do not confirm the reappointments

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5) Fiscal Notes:

There is no fiscal impact associated with this report.

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6) Attachments:

A. Applications and supplemental information.

Renee Radcliff Sinclair

[redacted] ■ Tumwater, WA 98512 ■ [redacted] ■ [redacted]

Professional Experience

2015 – Present President / CEO, Washington Public Affairs Network dba TVW
2010 – 2015 Director, Strategic Initiatives / Education Policy, Apple Inc. (10-14 states)
2003 – 2010 NW Executive Director, Congressional & Public Affairs, U.S. Chamber of Commerce
2006 Snohomish County Charter Review Commission (Elected)
2000 – 2003 Director, Strategic Initiatives / Education Policy, Apple Inc. (2 states)
1995 – 2001 Member, Washington State House of Representatives (Elected)
1989 – 1994 Editor-in-Chief, *Business Monthly* magazine

Government Appointments

Thurston Regional Planning Council Transportation Policy Board (2017 — Present), Tumwater Historic Preservation Commission (2018 — 2025), Thurston County Solid Waste Advisory Committee (2015 — 2024), Governor's Commission on SR530 Landslide (2014), Snohomish County Planning Commission (1997 – 2001) Snohomish County Workforce Development Alliance (1999 – 2002), Snohomish County Economic Development Council (1990 – 1994, 1998 – 2001), Puget Sound Regional Council Land Use Board (1995 – 1998), Puget Sound Regional Council Transportation Policy Board (1998 – 2001), Energy Facility Site Evaluation Council (1999 – 2000), Municipal Research Services Council Board (1995 – 1997)

Legislative Committees

House Committee on Trade Economic Development & Housing, House Committee on Transportation, House Committee on K-12 Education, House Committee on Higher Education, House Committee on Law & Justice, House Committee on Criminal Justice and Corrections, Joint Legislative Transportation Committee, Joint Legislative Audit & Review Committee

Volunteer Activities

Thurston County Chamber of Commerce Board of Directors (2022 — Present), Harlequin Productions Board of Directors (2022 — Present), Community Foundation of South Puget Sound Board of Trustees (2022 — Present), South Snohomish County Chamber of Commerce Board of Directors and Board Chairman (1989 – 1994), Snohomish County Committee for Improved Transportation (1989 – 1994), Public Education Foundation for the Edmonds School District (1990-1994), Jack Straw Productions Board of Trustees (1991 – 1994), Association of Washington Business Institute (2001 – 2010), Lake Washington Institute of Technology President's Advisory Committee (2010 – 2016), University of Washington Bothell Chancellor's Advisory Council (2012 – Present), League of Education Voters Board of Directors (2014 – 2018), Member and Chairman, National Civic Trust (2015 – Present),
Olympia Kiwanis Club (2015 – 2023)

Awards & Recognition

Graduate, **The Institute for Organization Management**, *U.S. Chamber of Commerce*
Fellow, **The Elliott School of International Affairs**, *George Washington University*
Graduate, **The Gallup Leadership Institute**, *Princeton University*
Participant, **European Institute on Workforce Development**, *University of Washington*
Inductee, **American Council of Young Political Leaders**

Access to Justice, *Washington State Trial Lawyers Association*
Guardian of Small Business, *Washington Independent Business Association*
Friend of Housing, *Washington Low Income Housing Coalition*
Housing Hero, *Washington State Housing Finance Commission*
Legislator of the Year, *The Technology Caucus*
Woman of Distinction, *Soroptimist International*
Thurston County Distinguished Leader, *Leadership Thurston County*
Justice Robert F. Utter Leadership Award, *Washington Policy Center*

David Iyall
[redacted] [redacted] [redacted]

November 9, 2026

Tumwater City Council
Tumwater, WA

Dear Council,

I am excited to apply for the Planning Commission position with the City of Tumwater. As a lifelong resident of Thurston County, Tumwater has always been part of my story. Some of my earliest memories are of visiting Tumwater Falls Park and playing on the concrete boats as a child. Over the years, I have watched the community grow, attract new residents and businesses, and thoughtfully balance that growth with preservation of its unique identity and natural resources. The opportunity to help shape the future of a community that has meant so much to me personally is what makes this position especially meaningful.

My educational and professional background have prepared me well for this role. I hold a Bachelor of Arts in Urban Studies from the University of Washington and a Master of Business Administration from Washington State University. Throughout my career, I have worked at the intersection of planning, community development, infrastructure, housing, public policy, and economic development, with a focus on creating long-term benefits for the communities I serve.

Through my work with the Nisqually Indian Tribe, I have managed complex planning and development initiatives involving land use, infrastructure, housing, healthcare, environmental stewardship, and community engagement. One example was helping lead development of the Nisqually Medically Assisted Treatment Center in Olympia. The project required coordination with local governments, state agencies, elected officials, consultants, and community stakeholders. I helped evaluate development options, secure approximately $12 million in state funding, build support among Tribal leadership, and work collaboratively with local jurisdictions to ensure the facility would be a positive addition to the surrounding community. The project demonstrated how thoughtful planning can address community needs while creating long-term economic and public benefits.

I have also had the opportunity to work on housing and community development initiatives, including the Tribe's Protocol Neighborhood, which incorporates a variety of housing types to meet diverse community needs. The neighborhood includes single-family homes of varying sizes, a 20-unit apartment complex, an Elder Village, and planned duplex development. That experience reinforced my belief that communities are strongest when they offer housing choices that allow people to remain connected to their families and neighborhoods throughout different stages of life.

David Iyall

[redacted]

My service on the Thurston Regional Planning Commission further strengthened my understanding of the challenges and opportunities facing communities throughout the region. I worked with local leaders and planning professionals on issues involving growth management, housing, transportation, environmental stewardship, and long-range planning. That experience gave me a broader regional perspective while reinforcing the importance of thoughtful local decision-making.

As a member of the Nisqually Indian Tribe, I also bring a perspective grounded in stewardship and responsibility to future generations. Tribal planning often requires looking beyond immediate needs and considering the long-term impacts of decisions on community, culture, economic opportunity, and natural resources. This perspective has shaped both my professional and personal approach to planning and public service.

What excites me most about this opportunity is the chance to combine my education, planning experience, regional relationships, and deep connection to the community I call home. Tumwater is at an important point in its growth, and I would welcome the opportunity to help guide that growth in a way that expands opportunity, strengthens neighborhoods, preserves community character, and benefits future generations.

Thank you for your consideration. I look forward to the opportunity to serve.

Sincerely,

David Iyall

David Iyall

[redacted] • Olympia, WA

Community & Economic Development

Dynamic professional with substantial experience in fostering economic growth and community improvement. Adept at planning and implementing strategic initiatives, driving local economic development, attracting investment, and directing sustainable community projects from inception to completion. Skilled in managing relationships with government agencies, tribal governments, business leaders, and community stakeholders to align development strategies with community needs. Well-versed in leading diverse teams, securing funding, preparing/administering departmental budgets, and promoting operational excellence. Strong leadership, communication, and analytical skills, with focus on advancing community prosperity and well-being.

Areas of Expertise

- Economic Development
- Grant Acquisition & Administration
- Budgeting & Financial Management
- Relationship Building
- Project Management
- Community Outreach
- Stakeholder Relations
- Cross-functional Collaboration
- Policy Formulation

Professional Experience

South Puget Sound Community College, Olympia, WA — 2025 — Present

Capital Projects Manager

Managed State Legislative approved budget for Capital Projects pertaining to South Puget Sound Community College (SPSCC). Wrote and managed grant funding to supplement State Budget. Utilized Microsoft Projects and Smart Sheets for effective project planning, tracking, and spatial analysis. Enabled timely and successful project delivery by directing full project lifecycles from initial design to certificate of completion. Facilitated competitive bidding and selection processes and conducted weekly construction meetings to synchronize efforts and address issues. Verified project alignment and compliance by overseeing contracts and procurement in collaboration with architects and contractors.

- Managed $7M Soccer Field Project. Creating a new NCAA sized soccer field to upgrade the campus.
- Installed new EV Charging stations on the campus.
- Boosted project visibility and stakeholder engagement by planning events for groundbreaking and grand openings.

Nisqually Indian Tribe, Olympia, WA — 2023 — 2025

Administrator

Lead strategic budgeting process across multiple revenue streams. Ensure compliance and effective governance across departments by devising and updating policies. Administer grant management, including tracking existing grants and identifying new funding opportunities. Arrange staff meetings to maintain clear communication throughout organization. Foster robust community relationships and advance tribal interests by networking with local officials.

- Developed and managed $45M budget to support tribal programs and initiatives.
- Oversaw multiple departments including finance, public works, education, library, courts, planning, IT, operations, and youth services, to promote operational efficiency and alignment with strategic goals.
- Secured substantial $4.5M grant from USDA to provide essential food distribution to Nisqually Tribal Members.
- Strengthened inter-tribal relations and cultural exchange by coordinating significant cultural event such as Canoe Journey, Pow-wows, and Berry Camp.

Nisqually Indian Tribe, Olympia, WA — 2019 — 2023
Tribal Council Treasurer

Optimized strategic allocation of resources by offering comprehensive oversight of all tribal finances. Contributed to local community support by orchestrating annual charity event. Drove significant investments and expansions for tribal interests through negotiation of large real estate transactions.

- Successfully initiated Green Foot Cannabis, pioneering venture in tribal cannabis industry.
- Bolstered financial growth by chairing investment committee and formulating effective strategies.
- Spearheaded lobbying efforts to receive state funding for essential community projects, including Medically Assisted Treatment Center and Micro Energy Grid initiatives.

Key Projects

South Puget Sound Community College NCAA Soccer Field

- Ensured alignment with stakeholder needs by coordinating design/construction with architect, staff, and community.
- Led field design team, contractor selection, and provided oversight to maintain schedule and budget.

Quiemuth Village (Economic Development)

- Secured ownership of 250-acre site by negotiating dissolution of prior partnership and addressing zoning issues.
- Developed master plan and environmental impact statement for fee-to-trust application, with ongoing efforts to prepare plan for future execution.

Nisqually Micro Grid (Community, Energy)

- Conceptualized and advanced solar and hydrogen storage energy solution in cooperation with external partners.
- Obtained Washington State funding approval in 2024, with implementation scheduled for 2025.

Education & Credentials

Certificate in Finance
Washington State University, Pullman, WA

Master of Business Administration
Washington State University, Pullman, WA

Bachelor of Arts in Urban Studies
University of Washington, Seattle, WA

Affiliations

Board Member, Providence Hospital Community Mission Board, 2024 – Present
Board Member, Thurston Regional Planning Commission, 2019 – 2023
Board Supervisor, Thurston Conservation District Board of Supervisors, 2018 – Present
Executive Board, Washington Indian Gaming Association, 2020 – 2023

Technical Proficiencies

Microsoft Suite | Microsoft Projects | ArcGIS| Smart Sheets

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 17, 2026

SUBJECT: Ordinance No. O2026-019, 2025-2026 Budget Amendment No. 2

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1) Recommended Action:

Place Ordinance No. O2026-019, 2025-2026 Budget Amendment No. 2 on the December 1, 2026 City Council consent agenda with a recommendation to adopt.

This ordinance was recommended for adoption by the Budget and Finance Committee at its October 23, 2026, meeting.

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2) Background:

This amendment authorizes expenditures for the purchase of the 310 Israel building, the Puget Western property, and the Tickner Farms property. It also cleans up some end of the biennium items. This amendment authorizes the expenditures for these large purchases. However, each major purchase needs final approval from the City Council before moving forward.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

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4) Alternatives:

- ❑ Do not approve the budget amendment.

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5) Fiscal Notes:

This amendment adds $60.6 million in revenue, which includes estimated bond proceeds and CERB grant funding (all funds combined). It also adds $42.3 million in expenditures, which includes the purchase of 310 Israel, two HCP properties, the annual LOTT payment for the property purchase made in 2025, and CERB grant expenditures. The General Fund portion is $100,000 for revenue and $125,000 in expenditures for the CERB grant.

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6) Attachments:

A. Attachment A – Ordinance No. O2026-019
B. Exhibit A – Budget Amendment No. 2

Attachment A

ORDINANCE NO. O2026-019

AN ORDINANCE of the City Council of the City of Tumwater, Washington amending the 2025-2026 City of Tumwater Biennial Budget for the 2025-2026 calendar years, amending Ordinance O2024-007, as more particularly described herein.

WHEREAS, the City of Tumwater adopted Ordinance O2010-011 on May 18, 2010 electing to have a two-year fiscal biennium budget in lieu of the annual budget; and

WHEREAS, the City Council approved O2024-007, adopting the biennial budget for the fiscal period 2025-2026, on December 3, 2024; and

WHEREAS, Budget Amendments were presented and discussed at the City Council meeting on July 21, 2026; and

WHEREAS, numerous adjustments to the biennial budget are necessary to recognize updated revenue projections and adjust appropriations for various City funds;

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

Section 1. Amendment. Section 2 of Ordinance No. O2024-007, adopted December 3, 2024, is hereby further amended as follows:

The fund levels restated include the estimated resources, fund balances, or working capital for each separate fund of the City of Tumwater, and aggregate totals for all such funds combined for the 2025-2026 biennium are set forth in Exhibit "A" and are hereby appropriated for expenditure at the fund level during the 2025-2026 biennium.

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

Section 3. 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 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 take effect five days after passage, approval and publication.

ADOPTED this 1st Day of December 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

B

CITY OF TUMWATER

2nd Amendment

Proposed 2025-2026 Budget Changes

All Fund Summary

Exhibit A

	FUNDS BY TYPE	Change in Fund Balance [1]	+	New Revenues	=	Total New Resources	-	New Expenditures	=	Change in Ending Fund Balance	Appropriation Incr (Decr)
General Fund											
001	General Government	$ -		$ 150,000		$ 150,000		$ 623,760		$ (473,760)	$ 150,000
002	Public Safety Reserve	-		-		-		-		-	-
007	Permit Reserve	-		-		-		-		-	-
008	Emergency Reserve	-		-		-		-		-	-
009	Facilities Reserve Fund	-		-		-		-		-	-
012	Recreation Special Programs	-		-		-		-		-	-
015	Parks Board	-		-		-		-		-	-
016	E-Link & Fiberoptics	-		-		-		-		-	-
017	Historical Commission	-		-		-		-		-	-
018	K-9	-		-		-		-		-	-
019	US Flag Recognition Fund (new)	-		-		-		-		-	-
	TOTAL GENERAL FUND AS BUDGETED	-		150,000		150,000		623,760		(473,760)	150,000
Special Revenue Funds											
104	Public Safety Sales Tax	$ -		$ -		$ -		$ -		$ -	$ -
105	Affordable Housing Sales Tax Fund	-		-		-		-		-	-
107	Domestic Violence Prevention Fund	-		-		-		-		-	-
108	Drug & Other Seizure Fund	-		-		-		-		-	0
109	Lodging Tax Fund	-		-		-		-		-	0
111	Development Fees Fund	-		-		-		50,000		(50,000)	50,000
120	Barnes Lake Management District Fund	-		-		-		-		-	0
130	Tumwater Transportation Benefit District	-		-		-		-		-	0
Debt Service Funds											
200	General Obligation Debt Service Fund	$ -		$ 572,193		$ 572,193		$ -		$ 572,193	$ 572,193
Capital Project Funds											
303	General Government CFP Fund	$ -		$ 60,000,000		$ 60,000,000		$ 40,314,594		$ 19,685,406	$ 60,000,000
304	Transportation CFP Fund	-		-		-		-		-	-
Proprietary Funds											
400	Water Utility Fund	$ -		$ -		$ -		$ -		$ -	$ -
401	Sewer Utility Fund	-		-		-		-		-	-
411	Storm Utility Fund	-		-		-		97,599		(97,599)	-
480	Golf Course Fund	-		-		-		-		-	-
Internal Service Funds											
501	Fleet ER & R Fund	$ -		$ -		$ -		$ -		$ -	$ -
502	IT ER & R Fund	-		-		-		-		-	-
	GRAND TOTAL	**$ -**		**$ 60,722,193**		**$ 60,722,193**		**$ 41,085,953**		**$ 19,636,240**	**$ 60,772,193**

TO: City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 17, 2026

SUBJECT: Ordinance No. O2026-020, 2027-2028 Proposed Budget

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1) Recommended Action:

Hold a public hearing related to the Mayor's proposed budget.

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2) Background:

The Mayor proposed the 2027-2028 budget, and staff have presented four budget workshops to date. The first public hearing was held November 2, 2026. This is the second of two required public hearings related to the budget. Staff will provide a brief overview of the proposed budget, then the Mayor will open the public hearing.

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3) Policy Support:

2026-2032 Strategic Priorities & Goals: Tumwater Excellence: refine and sustain a great organization. Be good stewards of public funds by following sustainable financial strategies.

---

4) Alternatives:

- ❑ None. State law requires two public hearings prior to final adoption of the budget on December 1. This satisfies that requirement.

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5) Fiscal Notes:

The Mayor's proposed budget is located here:
https://www.ci.tumwater.wa.us/departments/finance-department/city-budget

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6) Attachments:

A. Ordinance O2026-020, 2027-2028 Proposed Biennial Budget
B. Exhibit A – Proposed Budget
C. Exhibit B-1 – Salary Schedule 32-hour work week
D. Exhibit B-2 – Salary Schedule 40-hour work week

ORDINANCE NO. O2026-020

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adopting the biennial budget for the City of Tumwater, Washington, for the fiscal period beginning January 1, 2027, and ending December 31, 2028.

WHEREAS, the Mayor of the City of Tumwater, Washington, completed and placed on file with the Finance Director a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City including salaries and wages as shown in each fund's or department's salary and wages expenditure line item; and a notice was published that the City Council would meet on the 2nd of November 2026 and on the 17th of November 2026 at or around the hour of 7:00 p.m., at the Council Chambers in the City Hall for the purpose of making and adopting a budget for the two year fiscal period of January 1, 2027, to December 31, 2028, ("2027-2028 Budget") and giving taxpayers within the limits of the City an opportunity to be heard about the 2027-2028 Budget; and

WHEREAS, the City Council did meet at City Hall on November 2, 2026, and November 17, 2026, and considered the matter of the 2027-2028 Proposed Budget; and

WHEREAS, the 2027-2028 Budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Tumwater for the purposes set forth in the 2027-2028 Budget, and the estimated expenditures in each fund set forth in the 2027-2028 Budget are all necessary to carry on the government of the City for fiscal years 2027-2028 and are all necessary to meet the various needs of the City during that period;

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

Section 1. The biennial budget for the City of Tumwater, Washington, for the fiscal years 2027-2028 is hereby adopted at the fund level as set forth in the document entitled "City of Tumwater 2027-2028 Biennial Budget" a copy of which is on file in the Finance Department.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Tumwater and aggregate totals for all such funds combined for the 2027-2028 biennium, are set forth in the attached Exhibit A and are hereby appropriated for expenditure at the fund level during the 2027-2028 biennium.

Section 3. The Salary Schedule set forth in Exhibit B and all salaries and wages as shown in each department's and fund's detail budget reports as included in the budget document are adopted.

Section 4. The Finance Director is directed to transmit a certified copy of the City of Tumwater 2027-2028 Biennial Budget to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

Section 6. 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 7. Effective Date. This ordinance shall take effect five days after passage, approval and publication.

ADOPTED this 1st day of December, 2026.

CITY OF TUMWATER

_____
Leatta Dahlhoff, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

CITY OF TUMWATER

2027 - 2028 Proposed Budget

All Fund Summary

Exhibit A

	FUNDS BY TYPE	Beginning Fund Balance	+	New Revenues	=	Total New Resources	-	New Expenditures	=	Change in Ending Fund Balance	Appropriation Incr (Decr)
General Fund											
001	General Government	$ 25,308,811		$ 120,948,083		$ 146,256,894		$ 129,585,832		$ 16,671,062	$ 146,256,894
002	Levy Lid Lift	1,194,781		4,050,000		5,244,781		3,377,429		1,867,352	5,244,781
007	Permit Reserve	784,900		40,000		824,900		-		824,900	824,900
008	Emergency Reserve	2,144,410		2,000		2,146,410		-		2,146,410	2,146,410
009	Facilities Reserve Fund	1,870,690		100,000		1,970,690		-		1,970,690	1,970,690
012	Recreation Special Programs	75,318		142,400		217,718		167,250		50,468	217,718
015	Parks Board	147,000		25,000		172,000		60,000		112,000	172,000
016	E-Link & Fiberoptics	975,000		140,000		1,115,000		361,000		754,000	1,115,000
017	Historical Commission	35,000		1,000		36,000		20,000		16,000	36,000
018	K-9	3,100		50		3,150		2,000		1,150	3,150
019	US Flag Recognition Fund	14,000		500		14,500		1,100		13,400	14,500
020	Habitat Conserv Plan (new)	-		-		-		-		-	-
022	Abatement (new)	-		-		-		-		-	-
	TOTAL GENERAL FUND AS BUDGETED	32,553,010		125,449,033		158,002,043		133,574,611		24,427,432	158,002,043
Special Revenue Funds											
104	Public Safety Sales Tax	$ 1,632,258		$ 4,450,256		$ 6,082,514		$ 3,921,316		$ 2,161,198	$ 2,161,198
105	Affordable Housing Sales Tax Fund	88,989		134,500		223,489		128,500		94,989	223,489
107	Domestic Violence Prevention Fund	3,571		1,200		4,771		4,600		171	4,771
108	Drug & Other Seizure Fund	26,270		-		26,270		-		26,270	26,270
109	Lodging Tax Fund	1,063,680		890,000		1,953,680		830,734		1,122,946	1,953,680
111	Development Fees Fund	12,061,893		8,320,000		20,381,893		11,934,975		8,446,918	20,381,893
120	Barnes Lake Management District Fund	4,649		49,539		54,188		47,991		6,197	54,188
130	Tumwater Transportation Benefit District	2,721,021		5,514,595		8,235,616		7,234,117		1,001,499	8,235,616
Debt Service Funds											
200	General Obligation Debt Service Fund	$ 110,000		$ 16,257,883		$ 16,367,883		$ 16,367,621		$ 262	$ 16,367,883
Capital Project Funds											
303	General Government CFP Fund	$ 30,964,856		$ 32,065,683		$ 63,030,539		$ 57,414,563		$ 5,615,976	$ 63,030,539
304	Transportation CFP Fund	10,560,000		29,492,804		40,052,804		38,685,000		1,367,804	40,052,804
Proprietary Funds											
400	Water Utility Fund	$ 18,882,631		$ 59,019,148		$ 77,901,779		$ 71,131,426		$ 6,770,353	$ 77,901,779
401	Sewer Utility Fund	17,440,420		37,786,949		55,227,369		53,575,463		1,651,906	55,227,369
411	Storm Utility Fund	9,693,989		24,602,065		34,296,054		27,729,761		6,566,293	34,296,054
480	Golf Course Fund	-		5,888,880		5,888,880		5,888,880		-	5,888,880
Internal Service Funds											
501	Fleet ER & R Fund	$ 2,718,645		$ 4,890,872		$ 7,609,517		$ 5,137,727		$ 2,471,790	$ 7,609,517
502	IT ER & R Fund	2,451,433		3,647,502		6,098,935		6,093,398		5,537	6,098,935
	GRAND TOTAL	**$ 142,977,315**		**$ 358,460,909**		**$ 501,438,224**		**$ 439,700,683**		**$ 61,737,541**	**$ 497,516,908**

Exhibit B-1

2027: Tumwater Salary Band Compensation Schedule - 32 Hour Work Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	18	$50,832 **$4,236**	$53,364 **$4,447**	$56,040 **$4,670**	$58,848 **$4,904**	$61,788 **$5,149**	$64,872 **$5,406**	$68,112 **$5,676**
	19	$53,374 **$4,447**	$56,032 **$4,670**	$58,842 **$4,904**	$61,790 **$5,149**	$64,877 **$5,406**	$68,116 **$5,676**	$71,518 **$5,960**
	20	$56,042 **$4,670**	$58,844 **$4,904**	$61,787 **$5,149**	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**
Department Assistant I	21	$58,844 **$4,904**	$61,787 **$5,149**	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**
Accounting Assistant I Building Maintenance Worker I Department Assistant II Golf Maintenance Worker I Parks Maintenance Worker I Records Clerk	22	$61,787 **$5,149**	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**
Accounting Assistant II Golf Maintenance Worker II Parks Maintenance Worker II	23	$64,876 **$5,406**	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**
Accounting Technician Department Assistant III Permit/Planning Technician	24	$68,120 **$5,676**	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**

2027: Tumwater Salary Band Compensation Schedule - 32 Hour Work Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Administrative Assistant Arts Specialist Building Maintenance Worker II Community Engagement Specialist Engineering Technician II Equipment Repair Technician Golf Operations Coordinator Legal Assistant Police Services Specialist I Recreation and Marketing Specialist Recreation Coordinator Volunteer Coordinator	25	$71,526 **$5,960**	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**
Engineering Technician III Golf Operations Supervisor Parks Maintenance Lead Payroll Technician Human Resources Technician Police Evidence Technician	26	$75,102 **$6,259**	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**
Applications Analyst Assistant Planner Building and Fire Safety Inspector Climate Specialist Deputy City Clerk Engineering Technician IV Environmental Field Technician Executive Assistant Human Resources Specialist Paralegal Stormwater Inpector	27	$78,857 **$6,571**	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**

2027: Tumwater Salary Band Compensation Schedule - 32 Hour Work Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Building and Fire Safety Plans Examiner Business Applications Analyst GIS Analyst Payroll Officer Police Services Specialist II (Code Enf/Transport) Urban Forester Water Resources Specialist	28	$82,800 **$6,900**	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**
Accountant Associate Planner Building Maintenance Supervisor Economic Development Coordinator Conservation Coordinator Code Enforcement Coordinator Human Resources Analyst Management Analyst Parks Maintenance Supervisor Police Records Supervisor Senior Inspector Senior Water Resources Specialist Sustainability Coordinator	29	$86,940 **$7,245**	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**
Business Applications Analyst II Engineer I Systems Administrator II (BWC) Senior Information Technology Specialist	30	$91,287 **$7,608**	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**
Accounting/Utility Billing Supervisor City Clerk GIS Program Manager Network Administrator Police Strategic Advisor Recreation Supervisor	31	$95,851 **$7,988**	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**
Senior Accountant	31							

2027: Tumwater Salary Band Compensation Schedule - 32 Hour Work Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Senior Human Resources Analyst								
Engineer II	32	$100,644 **$8,387**	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**
Assistant Utility Operations Manager	33	$105,676 **$8,807**	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**
Engineer III Senior Planner	34	$110,960 **$9,247**	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**
Assistant City Attorney ERP Implementation Manager Facilities Manager Finance Manager Golf Course Superintendent Golf Operations Manager Human Resources Manager Parks Manager Senior Engineer Sustainability Manager Water Resources Program Manager Code Enforcement Manager	35	$116,508 **$9,709**	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**
Building and Fire Safety Official Permit Manager Planning Manager Police Administrative Manager Recreation Manager Transportation Operations Manager Utilities Operations Manager	36	$122,333 **$10,195**	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**

2027: Tumwater Salary Band Compensation Schedule - 32 Hour Work Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Deputy Transportation and Engineering Director City Engineer Deputy Community Development Director Deputy Finance Director Deputy Water Resources Director	37	$128,450 **$10,704**	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**
	38	$134,872 **$11,239**	$141,616 **$11,802**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**
	39	$141,616 **$11,801**	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,662**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**
Deputy Police Chief Deputy Fire Chief	40	$148,697 **$12,391**	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**
Administrative Services Director Communications Director Community Development Director Finance Director Information Technology Director Parks and Recreation Director Transportation and Engineering Director Water Resources and Sustainability Director	41	$156,132 **$13,011**	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**
Police Chief City Attorney Fire Chief Deputy City Administrator	42	$163,938 **$13,661**	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**

2027: Tumwater Salary Band Compensation Schedule - 32 Hour Work Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	43	$172,135 **$14,345**	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**	$230,678 **$19,223**
City Administrator	44	$180,742 **$15,062**	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**	$230,678 **$19,223**	$242,212 **$20,184**
	45	$189,779 **$15,815**	$199,268 **$16,606**	$209,231 **$17,436**	$219,693 **$18,308**	$230,678 **$19,223**	$242,212 **$20,184**	$254,322 **$21,194**
* Increase at 6 months or upon successful completion of the introductory period, followed by annual increases.								

Exhibit B-2

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	18	$52,865 **$4,405**	$55,509 **$4,626**	$58,284 **$4,857**	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**
	19	$55,509 **$4,626**	$58,284 **$4,857**	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**
	20	$58,284 **$4,857**	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**
Department Assistant I Audio Visual Technician (part-time)	21	$61,198 **$5,100**	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**
Accounting Assistant I Building Maintenance Worker I Department Assistant II Golf Maintenance Worker I Parks Maintenance Worker I Records Clerk	22	$64,258 **$5,355**	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**
Accounting Assistant II Golf Maintenance Worker II Parks Maintenance Worker II	23	$67,471 **$5,623**	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**
Accounting Technician Department Assistant III Permit/Planning Technician	24	$70,845 **$5,904**	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Administrative Assistant Arts Specialist Building Maintenance Worker II Community Engagement Specialist Engineering Technician II Equipment Repair Technician Golf Operations Coordinator Legal Assistant Police Services Specialist I Recreation and Marketing Specialist Recreation Coordinator Volunteer Coordinator	25	$74,387 **$6,199**	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**
Engineering Technician III Golf Operations Supervisor (30 hr) Parks Maintenance Lead Payroll Technician Human Resources Technician Police Evidence Technician	26	$78,106 **$6,509**	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**
Applications Analyst Assistant Planner Building and Fire Safety Inspector Climate Specialist Deputy City Clerk Engineering Technician IV Environmental Field Technician Executive Assistant Human Resources Specialist Paralegal Stormwater Inpector	27	$82,011 **$6,834**	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Building and Fire Safety Plans Examiner Business Applications Analyst GIS Analyst Payroll Officer Police Services Specialist II (Code Enf/Transport) Urban Forester Water Resources Specialist	28	$86,112 **$7,176**	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**
Accountant Associate Planner Building Maintenance Supervisor Economic Development Coordinator Conservation Coordinator Code Enforcement Coordinator Human Resources Analyst Management Analyst Parks Maintenance Supervisor Police Records Supervisor Senior Inspector Senior Water Resources Specialist Sustainability Coordinator	29	$90,418 **$7,535**	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**
Business Applications Analyst II Engineer I Systems Administrator II (BWC) Senior Information Technology Specialist	30	$94,938 **$7,912**	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**
Accounting/Utility Billing Supervisor City Clerk GIS Program Manager Network Administrator Administrative Supervisor Police Strategic Advisor Recreation Supervisor Senior Accountant	31 31	$99,685 **$8,307**	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Senior Human Resources Analyst								
Engineer II	32	$104,670 **$8,722**	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**
Assistant Utility Operations Manager	33	$109,903 **$9,159**	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**
Engineer III Senior Planner	34	$115,398 **$9,617**	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**
Assistant City Attorney ERP Implementation Manager Facilities Manager Finance Manager Golf Course Superintendent Golf Operations Manager Human Resources Manager Parks Manager Senior Engineer Sustainability Manager Water Resources Program Manager Code Enforcement Manager	35	$121,168 **$10,097**	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**
Building and Fire Safety Official Permit Manager Planning Manager Police Administrative Manager Recreation Manager Transportation Operations Manager Utilities Operations Manager	36	$127,227 **$10,602**	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
Deputy Transportation and Engineering Director City Engineer Deputy Community Development Director Deputy Finance Director Deputy Water Resources Director	37	$133,588 **$11,132**	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**
	38	$140,267 **$11,689**	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**
	39	$147,281 **$12,273**	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**
Deputy Police Chief Deputy Fire Chief	40	$154,645 **$12,887**	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**
Administrative Services Director Communications Director Community Development Director Finance Director Information Technology Director Parks and Recreation Director Transportation and Engineering Director Water Resources and Sustainability Director	41	$162,377 **$13,531**	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**
Police Chief City Attorney Fire Chief Deputy City Administrator	42	$170,496 **$14,208**	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**

2027 Tumwater Salary Band Compensation Schedule - 40 Hour Week

Occupational Job Families and Job Classes	Salary Band	Step 0 (0-6 mos)*	Step 1 (6 mos -1.5)	Step 2 (1.5-2.5)	Step 3 (2.5-3.5)	Step 4 (3.5-4.5)	Step 5 (4.5-5.5)	Step 6 (5.5-6.5)
	43	$179,021 **$14,918**	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**	$239,905 **$19,992**
City Administrator	44	$187,972 **$15,664**	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**	$239,905 **$19,992**	$251,900 **$20,992**
	45	$197,370 **$16,448**	$207,239 **$17,270**	$217,601 **$18,133**	$228,481 **$19,040**	$239,905 **$19,992**	$251,900 **$20,992**	$264,495 **$22,041**
* Increase at 6 months or upon successful completion of the introductory period, followed by annual increases.								