



CITY OF
TUMWATER

CITY COUNCIL

MEETING **AMENDED AGENDA**

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

Tuesday, November 21, 2023
7:00 PM

The City Council Meeting Agenda has been amended to remove the following item
and place it on a future meeting agenda:
Ordinance No. O2023-014, Amending Tumwater Municipal Code Section 12.32, Public Parks

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
 - a. Proclamation: 2023 American Indian Heritage Month, November 2023
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 Work Session, October 24, 2023
 - b. Approval of Minutes: City Council, November 6, 2023
 - c. Payment of Vouchers (Shelly Carter)
 - d. Ordinance No. O2023-013, Ad Valorem for Regular Property Taxes for the Fiscal Year 2024 (Shelly Carter)
 - e. Ordinance No. O2023-014, Amending Tumwater Municipal Code Section 12.32, Public Parks (Chuck Denney) - **REMOVED and to be rescheduled on a future meeting agenda**
 - f. Resolution No. R2023-011, 2024 Fee Resolution (Troy Niemeyer)
 - g. Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 (Brad Medrud)
 - h. Amended Interlocal Agreement with Olympia, Lacey, & Thurston County Regarding Creation of a Public Facilities District Modification to Second Amendment (Lisa Parks)
 - i. Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1 (Shawn Crimmins)
 - j. Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield Development Project Amendment 2 (Patrick Soderberg)

- k. Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design & Permitting Project Amendment 1 (Dan Smith)
- l. Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services (Brian Hurley)
- m. Brewmaster's House Repair and Renovation Contract (Stan Osborn)

7. Public Hearings:

- a. Ordinance O2023-015 Budget Amendment No. 1 (Troy Niemeyer)

8. Council Considerations:

- a. Enterprise Resource Planning System Contract Amendment No. 1 (Troy Niemeyer)

9. Committee Reports

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

The City of Tumwater broadcasts and livestreams City Council meetings on cable television and the internet. Council meetings can be viewed on Comcast Channel 26 or on the TCMedia website.

Watch Online

<https://tcmmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

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Go to <http://www.zoom.us/join> and enter the Webinar ID 868 6331 6464 and Passcode 740148.

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Call (253) 215-8782, listen for the prompts and enter the Webinar ID 868 6331 6464 and Passcode 740148.

Public and Written Comment

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

https://us02web.zoom.us/webinar/register/WN_kjEIM2txQmCZqjoHpS6OIA

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 recording of this meeting will be available within 24 hours of the meeting.

<https://tcmedia.org/stream.php>

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 Clerk by calling (360) 252-5488 or email CityClerk@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 contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

WHEREAS, November is the officially recognized month to celebrate and commemorate the heritage of American Indians. It is a time to honor the contributions, achievements, and sacrifices of America's first people, and a time to learn and celebrate the rich cultural and historical legacy of Native people; and

WHEREAS, Native Americans have inhabited the area now known as Washington State since time immemorial. Today, twenty-nine federally recognized Indian tribes, out-of-state tribes with treaty-reserved rights, and other tribal communities reside in Washington; and

WHEREAS, Tumwater Falls, where the Deschutes River enters Budd Inlet, was a ceremonial and sacred site of the Steh-chass people, ancestors of today's Squaxin Island Tribe. Their village on Budd Inlet below the falls and the river itself were both named Steh-chass. The Steh-chass fished and gathered seafood on Budd Inlet and nearby waterways and the area was a gathering place for the Steh-chass and nearby related tribes, including the Squaxin, Nisqually, Chehalis, and many other Salish Sea tribes and Indigenous Peoples; and

WHEREAS, as the first people to live on the land we all cherish, American Indians have profoundly shaped our country's character and our cultural heritage. Native people are leaders in every aspect of society. Their contributions and values have shaped the social, political, environmental, and economic fabric of our community while also enhancing freedom, prosperity, and cultural diversity; and

WHEREAS, we renew our commitment to respecting each tribe's sovereignty and cultural identity, while ensuring equal opportunity for all, and continuing to work to strengthen our government-to-government relationships.

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

November 2023

American Indian Heritage Month

and I encourage people to celebrate the rich cultures of indigenous people, honor their sacrifices, acknowledge the unique challenges Native people face, historically and in the present, and recognize their continued significance in our community.

Signed in the City of Tumwater, Washington, and recognized on this 21st day of November in the year, two thousand twenty-three.



Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
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CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Water Resources and Sustainability Director Dan Smith, Planning Manager Brad Medrud, Economic Development Program Manager Austin Ramirez, and Communications Manager Ann Cook.

**TUMWATER
 COMPREHENSIVE
 PLAN AND THE 2025
 PERIODIC UPDATE:**

For the benefit of newer members of the Council, Manager Medrud reviewed the requirements for the periodic update of the Tumwater Comprehensive Plan as required by the Growth Management Act (GMA). The last periodic update of the Comprehensive Plan was in 2016. The periodic update schedule is based on a 10-year cycle. The GMA includes goals and specific instructions covering a range of topics to be addressed by comprehensive plans. Comprehensive plans address state requirements and create the policies of cities in the development of regulations and the development code. Essentially, comprehensive plans articulate the goals, policies, and implementation actions that guide day-to-day decisions by the Mayor, Council, and staff for managing the City's policymaking and investment decisions for the next 20 years.

The periodic update of the Tumwater Comprehensive plan covers the period from 2025 to 2045 and addresses diversity, inclusion, and equity throughout the plan. The updated plan will incorporate many changes in state law since the last update.

Projections of the City's population by 2045 indicate a growth in population of 37,380 people from the current population of 27,100 people. The projections are based on calculations completed by Thurston Regional Planning Council (TRPC) in 2018. It is likely the City will need more multi-family housing in the future based on housing goals established by the state and outcomes from the periodic update process. Additionally, the annual update process of the Comprehensive Plan enables the City to introduce new information not part of the periodic update. State law also affords a five-year check-in process for the Housing Element of the Comprehensive Plan requiring some reporting and analysis by the City to review the status of goals and objectives prior to the next periodic update.

New state requirements include the addition of a Climate Element within the Comprehensive Plan. Council and staff previously discussed the inclusion of information from the Climate Mitigation Plan throughout all comprehensive plan elements. However, a separate Climate

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Element is also required.

Household size has increased from 2.2 people per each dwelling unit to 2.38 people per dwelling unit since the last update. As of 2020, the City was estimated to have 11,064 housing units based on the US Census. The projected total by 2045 is 17,740 housing units reflective of a 60% increase in the inventory in 2020. Since 2020, the City has added 600 new housing units and 200 housing units by annexation through April 2023. Today, the City is not achieving its 2025 forecast for housing units; however, large development proposals are in process totaling 3,000 multi-family units and 400 single-family units.

The State Department of Commerce has indicated statewide, 1.1 million new homes will be required over the next 20 years. Based on new state requirements, each jurisdiction must plan for different income groups within the spectrum of various requirements. Statewide, a substantial gap exists of housing that is affordable to most people. Each jurisdiction is also required to plan for emergency shelter projections.

Manager Medrud reviewed a table of state-required housing allocations for all jurisdictions in Thurston County based on average median incomes. The City, through its policies and zoning is required to create the conditions to enable people to develop and build housing meeting the needs of all income levels.

Manager Medrud reviewed information from 2020 on the types of jobs and respective income levels within Thurston County.

The City's Housing Action Plan approved in 2021 will inform how the City develops its Comprehensive Plan. The Housing Element of the Comprehensive Plan will be of focus during the periodic update in terms of what the City will need to provide, where, and how. The Capital Facilities Element outlines how the City pays for infrastructure to support growth. The Land Use Element addresses land use density and mixture of uses, etc. The Housing Action Plan also guides all implementation strategies.

Based on figures provided by TRPC in 2017, approximately 27,000 jobs existed in the City.

The periodic update is a five-step process. Currently, the City is at the first step of engaging the community, which continues throughout the duration of the update process. Staff is gathering and analyzing data as part of the second step. In early 2024, staff will begin evaluating policies and the process for any revisions to policies. At the end of 2024, staff anticipates reviewing and updating regulations.

Manager Medrud reviewed different levels of public engagement available

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to the community and stakeholders to include during the plan code adoption process, legislative action by the City Council, processing of discretionary permits and Hearing Examiner hearings, and administrative processes by staff. Engagement with the community is intended to provide the community and stakeholders with meaningful opportunities to participate throughout the entire update process. The final Community Engagement Plan identifies tactics, strategies, and platforms to inform and consult the community and stakeholders throughout the periodic update. The intent of the community engagement process for flexibility and accommodating changes created through events and opportunities. The Community Engagement Plan is included on the periodic update webpage. Emails can be forwarded to compplan@ci.tumwater.wa.us within the Long Range Planning Department to provide input and ask questions. All documents, schedules, and meeting notifications related to the periodic update are available on the City's periodic update webpage at www.ci.tumwater.wa.us/2025CompPlan with a link to the current Comprehensive Plan. Written comments are welcome at any time during the periodic update process. Staff will address and publish all formal comments. Updates to the Council during the periodic update will primarily be through the General Government Committee as the committee receives updates throughout the process. The Planning Commission is briefed on all aspects and elements of the plan throughout the update process.

Manager Medrud reviewed timing of the major components of the three phases of the periodic update of: Community Engagement and Review; Plan Development; and Legislative Process. Staff applied for several state grants to provide funding for some components of the update. The City was recently notified of a grant award of \$75,000 for middle housing. A climate funding grant will support the development of the Climate Element.

Manager Medrud reviewed a list of available Department of Commerce guidance materials. Immediate next steps through the end of the year include the General Government Committee review of the Climate and Conservation Elements and an outline of required housing needs allocation within Thurston County. A joint worksession with the Council and the Planning Commission is scheduled on December 12, 2023. In December, the General Government Committee is scheduled to review the Economic Development Plan and Lands for Public Purposes and Utilities Elements.

Manager Medrud responded to comments and questions. Current reviews by the General Government Committee and the Planning Commission include existing elements with a focus on goals, policies, and actions, as well as changes in state law and required issues to be addressed as part of the update process. The process entails updating 24 individual elements. Staff is seeking guidance from General Government Committee members on the timing and issues to review with the Council, as the schedule at this

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time does not include meetings with the Council to review progress on the update. However, the Housing Element will likely require discussions with the Council for input as part of the update process. The joint meeting with the Planning Commission would likely be a good opportunity to review timing of briefings with the Council.

Councilmember Dahlhoff commented on how she plans to rely on Councilmembers to provide input and feedback on the different elements that are represented through their respective intergovernmental assignments.

Councilmember Cathey agreed and stressed the importance of everyone contributing to the joint effort. She thanked and acknowledged Manager Medrud for his efforts and for the development of thorough materials.

TOGETHER!
TUMWATER
COMMUNITY
SCHOOLS PROGRAM
FINAL REPORT:

City Administrator Parks reported the briefing is in response to a City agreement with TOGETHER to support the Community Schools Program. The program provides support to students in the Tumwater School District to be successful in school and to assist with housing, food, and other needs. Funds provided by the City totaled \$100,000 from federal ARPA funds.

Sierra Abrams, Community Schools Director, presented the Final Report for the Tumwater Community Schools Program for school year 2022-2023. The Community Schools strategy transforms a school into a place where educators, local community members, families, and students work together to strengthen conditions for student learning and healthy development. Through a school-based resource center, program managers align and leverage needed resources so students can focus on learning.

Ms. Abrams identified six staff members of TOGETHER! Service sites include resources centers and managers working with students and families. Cascadia High School was added in February 2023. The alternative school has approximately 100 enrolled students.

The 10-year old program in Tumwater began with a budget of \$115,000, which has expanded to \$600,000 reflective of the growth and investment from the City, Tumwater School District, and the community. The Tumwater School District contributes 50% with TOGETHER raising the remaining 50% with the City contributing, as well as private foundations and other grants from the state. The model is used nationwide.

For school year 2022-2023, the program case-managed 237 students and their families, distributed \$110,000 in client assistance funds (rental assistance, utilities, food, car repairs, clothes, and other basic needs), and raised \$20,000 during the annual golf tournament. Community-wide events included the distribution of 198 turkey boxes serving 1,053 family members, 81 sports physicals in partnership with Providence, and 50 students receiving immunizations through Thurston County Public Health

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and Social Services during a health clinic. The events featured resource fairs with community partners to connect families to various services and resources.

Some success stories include Cascadia High School experiencing its largest graduating class this year. Many graduates credited the efforts of the Community Schools program in helping them graduate. This year, the program was also able to provide a family with a much-needed vehicle to meet medical needs.

Ms. Abrams shared information on the program publicized through various social media platforms. She encouraged the community and the Council to connect. The sites include stories and sharing of information on partnerships.

Ms. Abrams shared information on how schools are selected to receive service. Over the last 10 years, the program has shifted with recent efforts to place a manager in each school in the Tumwater School District. At the current time, Bush Middle School and Littlerock and Black Lake Elementary Schools lack service. Schools were selected based on need as documented by data. Over time, community partnerships have increased.

Councilmember Cathey asked about other services provided by TOGETHER and supported by the City. Ms. Abrams said another program in Tumwater is the Host Homes program. Host Homes place unaccompanied and homeless youth with families in the community. The program is in its pilot phase and has housed several Tumwater students. She anticipates the program expanding to serve more youths. Providing service at Cascadia High School was important as many youth enrolled in the school are homeless and can be outreached by the program.

Ms. Abrams addressed questions on how the program identifies and attracts youths who may need assistance but experience stigma when seeking support. Resource centers are located in all participating schools where students can request assistance. The resource centers serve the school with a goal of forming relationships with the student body through one-on-one relationships with program managers and through social events. Resource centers serve as a place for students to gather without necessarily seeking or receiving services to reduce the stigma often associated with social service programs. Often it is about building relationships and creating connections over time. The goal is to provide low barrier opportunities to youths without the centers perceived as a place students seek help when needed. A major component of the program is working closely with school staff, counselors, and teachers to refer students to the program. The program's food sources are provided by the Thurston County Food Bank for elementary schools. For high schools and middle schools, food sources are provided through All Kids Win, which distributes food bags during the

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school year and summer. The need for food is increasing especially in the last several months when benefits were reduced in the EBT Program. The program was able to provide support through grocery and gas cards.

Ms. Abrams provided information on ways the community can contribute to support the Community Schools program. A campaign is launching on November 3, 2022 as part of the Give Local Campaign for the Community Foundation of South Sound for contributions to the organization's Swift Fund named after the founding executive director, Earlyse Swift.

Mayor Sullivan thanked Ms. Abrams for the update and acknowledged the importance of the program to the community.

**2024 DRAFT
LEGISLATIVE
AGENDA:**

Manager Ramirez briefed the Council on the proposed City of Tumwater's 2024 Legislative Agenda:

- **Bush Prairie Carbon Sequestration - \$2 million** to purchase 20 to 30 acres of gopher prairie habitat to preserve in perpetuity. *Kelsey Hulse with Strategies 360 provided information on the state's Climate Commitment Act and revenues generated through greenhouse gas auctions. The state has generated approximately \$1.3 billion with a fourth auction scheduled in December. The City is seeking funding to fund a habitat conservation program providing additional benefits of carbon sequestration. The project would sequester carbon as well as provide additional benefits of habitat creation for the purposes of the Habitat Conservation Plan (HCP).*

Councilmember Althausen inquired as to whether staff has explored whether the City would be able to sell credits of lands that would be sequestered permanently as a source of revenue to fund future land acquisition for habitat protection. Manager Ramirez affirmed that staff has initiated some research on the option and that it is included on the list of long-term funding strategies. Based on examples from across the country, the scale of prairie lands are much larger than the City's, which increases the ability to monetize sequestration. Additional research is necessary to determine the feasibility of pursuing that option. Acquisition of prairie land by the City could also afford the City with credits that could be sold to the development community as gopher credits or for other benefits.

- **E Street Connection Engineering and Permitting - \$6.6 million.** *Any redevelopment opportunity within the existing brewery or the Capitol Boulevard corridor will be critical. The volume of traffic diverted from Capitol Boulevard with a new E Street connection would assist the City in converting the area to a walkable and retail-friendly corridor as identified in the Capitol Boulevard Corridor Plan and the Brewery District Development Plan.*

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- **Tumwater Boulevard/I-5 Interchange - \$5 million.** *The request supports new development and adds the first of two roundabouts at both ends of the interchange. The improvements are needed to reduce congestion, facilitate freight movement, avoid back-ups onto I-5 during peak travel hours, improve safety, promote economic development, and support significant additional housing.*
- **WSDOT Regional Offices Redevelopment - \$2.8 million.** *The request is a carryover from last year for continued engagement and education of legislators. The City is working with the Washington State Department of Transportation (WSDOT) on the opportunity to purchase the site. WSDOT continues work on the site to prepare the site for surplus. The City also received a grant from the Department of Ecology for site planning. The City is seeking a developer to collaborate with the City to pursue the community's vision for redevelopment of the site.*

Manager Ramirez reported the City continues to participate with Shared Legislative Agenda partners, which will convene a meeting later in the month. A list of regional legislative priorities will be finalized later in the year as participating agencies submit their proposals. The City's proposal for the Shared Legislative Agenda is the Bush Prairie Carbon Sequestration request.

Policy and statewide issues the City continues to pursue include the 1% property tax cap and the extension of Transportation Benefit Districts.

The City's Legislative Agenda also includes four Association of Washington Cities (AWC) legislative priorities:

1. Help recruit and retain police officers for public safety by providing additional funding tools and resources for officer recruitment and retention to improve public safety.
2. Revise the arbitrary 1% property tax cap.
3. Continue strong state investments in infrastructure funding.
4. Provide behavioral health resources.

Manager Ramirez invited questions and comments.

Councilmember Dahlhoff questioned the feasibility of the requests given the 2024 legislative session is only 30 days. Ms. Hulse advised that the legislative session will span 60 days. The City has both short- and long-term ambitious goals and will need legislative support for accomplishing those goals. The core objective of the legislative agenda is to socialize the projects with as many legislators as possible to ensure more familiarity of the specific funding requests requested during the next session.

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Councilmember Cathey inquired as to the status of communications with the owner of the brewery. Manager Ramirez said staff often meets several times a year with the owner and is engaged in active discussions with the owner and staff. The owner is aware the E Street Connection project will be important for any redevelopment opportunity on the brewery site.

City Administrator Parks added that staff continues to work with the owner to promote redevelopment of the brewery site. The federal Environmental Protection Agency grant received by the City will assist the City in completing Phase 1 and 2 environmental assessments as well as the Department of Ecology integrated planning grant for the WSDOT site by affording more of the EPA grant to focus on the brewery property. Staff continues to meet, communicate, and encourage the facilitation of redevelopment of the brewery property.

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

City Administrator Parks invited the Council to contact her with any questions about projects.

Mayor Sullivan advised of the availability of the support letter for the Nisqually Indian Tribe for signature by Councilmembers.

The next regular Council meeting is scheduled on Monday, November 6, 2023.

OTHER BUSINESS:

Councilmember Cathey referred to an email received by the Council concerning mobile home parks. She asked whether a discussion would be scheduled by the Council for a possible resolution. Mayor Sullivan responded that there have been discussions on what the City is able to pursue through a regional and statewide scale as the issue affects the entire state. The City is prohibited from enacting any type of rent control; however, the City could promote a change in state statutes.

Councilmember Althaus mentioned that the Regional Housing Council has scheduled a discussion on the shared regional agenda for housing. One topic is supporting two legislative bills that would provide for rent stabilization that would also apply to mobile home parks.

Councilmember Cathey inquired about the status of prior discussions regarding the City transitioning grounds maintenance equipment from gas-power to electrical power. City Administrator Parks advised that staff through the fleet management system is exploring those types of opportunities.

Director Smith said the City's Green Team is working on the issue. Staff is also evaluating a fleet assessment for a replacement schedule of equipment and fleet vehicles based on feasibility. Staff is also evaluating options as part of the next budget cycle for equipment replacement.

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Councilmember Cathey recommended promoting the issue in importance and replacing existing equipment with electrical equipment to the extent possible as the amount of pollution generated by gas-powered equipment and vehicles is substantial.

Mayor Sullivan recommended scheduling an update on the efforts by the City's Green Team at the beginning of the year. Director Smith confirmed the request.

Councilmember Dahlhoff mentioned her recommendation to staff to incorporate the Department of Enterprise Services Green Purchasing Guide when purchasing goods and services. The guide identifies third party certifications and green specifications for over 80 products.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 7:45 p.m.**

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
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CONVENE: 7:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Community Development Director Michael Matlock, Police Chief Jon Weiks, Transportation and Engineering Director Brandon Hicks, Water Resources and Sustainability Director Dan Smith, Parks and Recreation Director Chuck Denney, Assistant Finance Director Shelly Carter, Economic Development Program Manager Austin Ramirez, Communications Manager Ann Cook, GIS Coordinator Jennifer Radcliff, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**PROCLAMATION:
NATIONAL
VETERANS AND
MILITARY
FAMILIES MONTH,
NOVEMBER 2023:** Mayor Sullivan read a proclamation declaring *November 2023 as National Veterans and Military Families Month*. The proclamation encouraged the community to recognize and support all veterans and military families, who embody strength, resilience, courage, and whose experiences enrich the community.

Mayor Sullivan recognized Councilmember Jefferson for her military service as well as the husband of Councilmember Swarthout for his service to the country.

Shane Sullivan, Lacey Veterans Service Hub, accepted the proclamation from Mayor Sullivan.

Mr. Sullivan reported the Lacey Veterans Service Hub provides services to veterans, dependents, and families. Today, the Hub is supported by 144 different partnerships offering housing, financial, educational, and employment services. The Hub assists veterans in processing claims for benefits.

**PROCLAMATION:
GIS DAY,
NOVEMBER 15, 2023:** Councilmember Dahlhoff read a proclamation recognizing *November 15, 2023 as GIS Day*. The proclamation urged everyone in the City of Tumwater to learn about the GIS applications and data available on the City's website, and encourage geospatial education within the community.

GIS Coordinator Jennifer Radcliff reviewed services provided by GIS staff. Services include mapping assets and data for the City. The intent is to identify patterns and visualize data for making better decisions. Recent efforts include working with stormwater staff to map storm

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drain sites. The City's stormwater permit requires inspection of each stormwater facility every two years. GIS works with stormwater staff to create a field application to enter inspection information for each site. A dashboard is available to staff and management with information on progress.

A link on the City's website offers the ability to download data for mapping and for educational research. A second site contains all City maps. The site features information on snow and ice response, tracking of the snowplow, street sweepers, and other maps.

Mayor Sullivan presented the proclamation to Coordinator Radcliff.

**THURSTON EDC
 AND LACEY
 MAKERSPACE
 UPDATE FOR
 TUMWATER SMALL
 BUSINESS SUPPORT
 SERVICES:**

Economic Development Program Manager Austin Ramirez introduced Michael Cade, Executive Director, Thurston Economic Development Council (EDC), and Sean Moore, Director of the Center for Business & Innovation.

Mr. Cade shared positive feedback received from three small business owners in Tumwater. The business owners thanked the City of Tumwater for supporting small business enterprises through its support of the EDC.

Mr. Moore shared information on some resources provided to the City of Tumwater and how those resources are utilized by Tumwater entrepreneurs. One program is the online *Business Enterprise Startup Training (BEST)* program, one of the most popular programs comprised of four online courses covering business plan writing, marketing and branding, structuring and licensing, and accounting for new business enterprises. The program provides six months of free access to a program to assist in the development of a business plan. Another program supported by the City of Tumwater is the Quick Startup Program through the Washington Center for Women in Business, a Small Business Administration (SBA) partially funded program. The program is an online incubator to help entrepreneurs market their products or services through online stores, websites, and marketing.

To date, 23 Tumwater entrepreneurs have completed training and coaching with two new businesses launched.

Mr. Moore shared some success stories of Tumwater entrepreneurs who recently opened a business in the City.

EDC offers a calendar of events on the business resource website for upcoming events sponsored by both EDC and its partners.

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Councilmember Jefferson asked about the costs associated with the programs. She asked whether the EDC works with or collaborates with the Veterans Administration (VA). Mr. Moore said the new program manager for the Washington Center for Women in Business program is married to a military member assigned to Joint Base Lewis McChord providing a direct link to the military. However, in terms of veteran programs, the EDC offers assistance and training to all individuals. All programs are offered through scholarships with no cost to participants.

Mr. Moore provided an update on MakerSpace in Lacey, a workshop for builders and inventors located on the St. Martin's University Campus in Lacey. Construction is underway to expand existing space of 3,300 square feet to 10,000 square feet. The space is divided into specific zones for woodworking, metal work and welding, digital lab, and a textile lab with classrooms. The EDC is consulting with local businesses for input on equipment needs for workforce training to take advantage of the remaining grant of \$500,000. Construction is scheduled for completion in January with a reopening scheduled in February 2024.

Mr. Moore shared several testimonials from individuals who have utilized MakerSpace. The program serves the entire region with many participants from Tacoma, King County, City of Aberdeen, and Grays Harbor. People are producing and prototyping a variety of products.

Recent community partnerships include the Timberland Regional Library to offer four MakerSpace memberships for checkout at any of the regional libraries. The memberships are in lieu of the monthly membership. MakerSpace is working with Windfall Lumber to support Architectural Products in its creation of a new line of design.

The Lacey MakerSpace is one of the four largest and most successful maker spaces in the United States that are open to the public. Other successful programs are located in San Francisco, Dallas, and Chicago.

Mr. Moore shared statistics on the membership with approximately 10% of membership from the City of Tumwater. With the increase in space, memberships are anticipated to increase substantially. He described existing funding sources and ongoing funding needs to transition MakerSpace through its initial phase. Through the Community Foundation, a local give campaign is in progress. Lacey MakerSpace is included on the webpage to raise funds to transition from the startup phase to the next phase of growth.

Mr. Cade addressed a question from Councilmember Agabi with respect to different data reported to the Department of Commerce on outcomes. He explained that the report was submitted to the

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Washington State Department of Commerce. Some data are different from the information in the presentation because the report does not include all data. Councilmember Agabi asked that the two data points be connected and resubmitted to the Council.

Mr. Moore responded to an inquiry about promoting more pop-up opportunities in Tumwater. The first pop-up event was held at Lacey MakerSpace. The goal is expanding the event throughout Thurston County; however, the challenge is identifying other locations to sponsor pop-up events.

Councilmember Cathey complimented Mr. Cade and the EDC for its success over the last 20 years. Mr. Cade thanked Councilmember Cathey for her comments and acknowledged the EDC team of economic development professionals for their efforts to outreach to individuals.

Councilmember Cathey asked whether there are a variety of products produced by the makers or whether there is a theme surrounding the types of products. Mr. Moore said the two primary types of makers are individuals who are prototyping or creating products using the equipment to produce branded materials and artists who take advantage of art classes. After construction is completed, workforce development will expand with more training opportunities.

PUBLIC COMMENT: **Pamela Hansen, PO Box 14521, Tumwater**, commented on several items. She acknowledged the importance of the military media to include Defense Visual Information Distribution Services (DVIDS) for publicizing military leadership wrongs, as well as the Military Times. She spoke to Proposition 1 (if approved by voters) and the importance of funds allocated to the City of Tumwater to be used only by the Police Department. With respect to the pending appointment of an applicant to the Planning Commission, she cited the applicant's professional experience and accomplishments with Walt Disney World, Boeing, and Heritage Distilling Company. She referred to Polk County Sheriff Grady Judd in Florida and his dealings with Disney. She asked that the percentage of crimes should be factored by the new appointee when rendering planning decisions pertinent to Tumwater.

CONSENT
CALENDAR:

- a. Approval of Minutes: City Council, October 3, 2023
- b. Approval of Minutes: City Council, October 17, 2023
- c. Payment of Vouchers
- d. Right-of-Entry & Maintenance Agreement for the Wildrick Property
- e. Right-of-Way License Agreement with Deschutes 106 LLC for the Falls Terrace Restaurant

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- f. Sanitary Sewer Lift Station Agreement with AMH Development, LLC
- g. Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for Properties in the Deschutes Valley
- h. Memorandum of Understanding Between the City of Tumwater and LOTT Clean Water Alliance Regarding a Purchase and Sale Agreement for the Henderson Property
- i. 2024 Community Human Services Program Funding
- j. Advisory Board Appointment of Brandon Staff to the Planning Commission

MOTION:

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

PUBLIC HEARINGS:

**ORDINANCE NO.
O2023-013, AD
VALOREM FOR
REGULAR
PROPERTY TAXES
FOR THE FISCAL
YEAR 2024:**

Assistant Director Carter presented the 2024 Property Tax Levy Ordinance for the City of Tumwater. The City is required to respond to the Thurston County Assessor's Office with an approved ordinance by November 30, 2023.

Each year, the Thurston County Assessor's Office provides the City with re-assessed property values to include new construction and any annexations. The value is used to estimate the values for the City's annual property tax levy. Property tax revenue is important for the City's general government programs and public services. The City is allowed by law to increase the levy each year either by 1% or by the Implicit Price Deflator (IPD), whichever is less. The proposed ordinance establishes the property tax levy for fiscal year 2024 with an increase of one percent over the 2023 levy. A one percent increase totals \$110,698. Additionally, new construction is estimated to be \$404,098 based on estimated new construction of \$227,822,656. No annexations occurred in 2023. The City's proposed levy rate is calculated to be \$1.86 per \$1,000 of assessed value. The figures may change slightly dependent upon the Assessor's values adjusted before certification.

Staff requests the Council, following the public hearing, to move the ordinance forward as a consent item for adoption at the November 21, 2023 Council meeting.

Mayor Sullivan opened the public hearing at 7:51 p.m.

**PUBLIC
TESTIMONY:**

Pamela Hansen, PO Box 14521, Tumwater, spoke in opposition to the proposed tax increase citing the City's recent purchase of golf balls

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at a cost of \$31,000 and multiple property tax exemptions to a local developer. She recommended the City should manage its budget and prioritize expenses by letting other people purchase golf balls and the developer paying taxes.

Mayor Sullivan closed the public hearing at 7:53 p.m.

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Althausser, to move Ordinance No. O2023-013, an ordinance relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2023, to the November 21, 2023 consent agenda for adoption. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**
Leatta Dahlhoff

The agenda for the November 14, 2023 meeting includes consideration of an agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services and an Intergovernmental EMS Contract Advanced Life Support Funding Amendment 1.

**GENERAL
GOVERNMENT:**
Michael Althausser

At the Wednesday, November 8, meeting, members will consider an ordinance extending some public parks safety measures to other City-owned properties, renewal of financial support to the EDC, review an Interlocal Agreement between the City and the Port of Olympia for the Bush Prairie Habitat Conservation Plan Amendment #3, and a review of three chapters of the Comprehensive Plan related to the Growth Management Act, housing needs allocation process, and climate and conservation.

PUBLIC WORKS:
Eileen Swarthout

At the next meeting on November 9, 2023, members will review and consider Resolution No. R2023-011, 2024 Fee Resolution, a Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield Development Project Amendment 2, and a Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design & Permitting Project Amendment 1.

**BUDGET AND
FINANCE:**
Debbie Sullivan

The committee met and submitted a recommendation approved on the consent calendar for 2024 Community Human Services Program funding allocations. The committee discussed budget amendments. The discussion on budget amendments will continue on November 7, 2023 at 4 p.m.

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

The Tumwater Youth Program (TYP) recently hosted a Friday night event on October 20, 2023 with 415 students participating.

Thurston Regional Planning Council recently posted the Hazards Mitigation Plan for the Thurston Region on its website to receive public comments. The document can be downloaded from TRPC at trpc.org/hazards. The deadline for comments is Friday, November 17, 2023 at 5 p.m.

City Administrator Parks reported on her attendance to the Tumwater Police Department's recent training event. During the event, Police Officer Seth Stauffer was awarded the Life Saving Award for his actions in September during voluntary outreach to the Dollar Tree Store. During the visit, the store manager approached him to inform him of an individual located outside who was experiencing distress and was unresponsive. Officer Stauffer performed CPR until the fire department was able to respond and administer aid. The individual subsequently recovered.

Mayor Sullivan reported on her attendance to the Intercity Transit Authority Board meeting. The Authority approved a draft budget for the public hearing and was introduced to the fifth operator class of bus drivers. Intercity Transit's staffing level for bus operators is 85% of the pre-pandemic staffing level. Another major action was the selection of the new general manager. The nationwide search was an intensive and lengthy process with three candidates from western Washington. The Authority announced the selection of the Interim General Manager, Emily Bergkamp. Ms. Bergkamp has been with Intercity Transit for 20 years.

**COUNCILMEMBER
REPORTS:**

Peter Agabi:

Members of the Joint Animal Services Commission discussed the 2024 draft budget and reviewed shelter statistics as of October 2023 compared to October 2022. The proposed 2024 budget represents an increase of 30%. The proposed budget is \$3.9 million. Members are scheduled to adopt the budget at its November meeting.

Councilmember Agabi attended an EDC Summit on October 25, 2023. To rectify the lack of a Thurston County development commission, Thurston EDC completed a study on the formation of an economic district with the counties of Thurston, Grays Harbor, Pacific, and Mason. The four-county community development strategy was completed and submitted to the U.S. Economic Development Administration. Approval was received to form the economic district. Within the next several months, the EDC will begin the establishment

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of a management structure of the new economic development district and establishment of the governing body. The governing body will be inclusive of at least three members from each of the four counties.

Charlie Schneider: There was no report.

Joan Cathey: At the last meeting of the Regional Housing Council, members discussed and rendered some important decisions related to housing.

Councilmember Cathey attended the Solid Waste Advisory Committee meeting.

Councilmember Cathey plans to attend the next General Government Committee meeting on Wednesday, November 8, 2023.

Angela Jefferson: Councilmember Jefferson reported on her participation in the selection of the Tumwater HOPES Coordinator. Three more candidates are scheduled for interviews later in the week.

Councilmember Jefferson reported she missed the Senior Picnic and chili competition because she was ill with COVID.

Leatta Dahlhoff: Councilmember Dahlhoff reported on the Civic Health Summit created by Lieutenant Governor Denny Heck and the Henry M. Jackson Foundation at the University of Washington and Washington State University. The summit was attended by over 200 community and political leaders from across the state to discuss and consider ways to seek common ground and build more robust ways to strengthen abilities to debate, discuss, and develop better solutions confronting society today. Individuals attended who are concerned about civic health to create action oriented and tangible recommendations to improve the governance demonstrated by elected officials in Washington and to develop practical and transformative ideas and create public accountability. The efforts are summarized in a report titled *Common Ground for the Common Good*.

Michael Althausen: At the last meeting of the Regional Housing Council on October 25, 2023, members acted on a variety of issues. The most significant action was approval of recommendations from the Affordable Housing Advisory Board on allocation of some funds appropriated by the Legislature for local jurisdictions for additional funding to contractors in recognition of the increased inflationary crisis. The \$1.4 million funding allocation recommendation will be forwarded to the Board of County Commissioners for approval. Members received a presentation on how two specific programs (Emergency Rental Assistance Program and the Temporary Rental Assistance Program) fared through the pandemic. The two primary programs were intended to assist families

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in Thurston County weather the pandemic through job loss, decreased income, or increased costs due to inflation. The programs provided a safety net and lifeline. The informative presentation identified how the funds were used in Thurston County and the demographics served. In total, \$53.5 million was received by the community to support families with housing needs. The funding represented a combination of state and federal funds. The presentation also covered a survey on existing conditions and possible future conditions in terms of whether the assistance helped to resolve issues. The survey documented excessive need continues to exist throughout the entire system across all income bands.

Eileen Swarthout:

During the November 3, 2023 Thurston Regional Planning Council (TRPC) meeting, one of several presentations included the High Capacity Transportation Study to examine options for multimodal high capacity transportation to serve travelers along the I-5 corridor between central Thurston County and Pierce County. Members discussed the desire for Sound Transit to extend service to Olympia; however, because of the population of the county, service is not warranted at this time. Included in the study was identification of alternative routes if I-5 is closed because of an emergency. TRPC released an updated Profile containing updated statistics for all cities in the county.

**EXECUTIVE
SESSION:**

Mayor Sullivan recessed the meeting at 8:19 p.m. for an executive session to discuss real estate acquisition pursuant to RCW 42.30.110(1)(b) for approximately 20 minutes. No action is anticipated following the executive session.

**RECONVENE &
ADJOURNMENT:**

Mayor Sullivan reconvened the meeting at 8:40 p.m.

MOTION:

Councilmember Dahlhoff moved, seconded by Councilmember Althausser, to adjourn the meeting at 8:40 p.m. A voice vote approved the motion unanimously.

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

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: November 21, 2023
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- November 3, 2023, payment of Eden vouchers 173727 to 173742 in the amount of \$2,815.63; and Enterprise (formerly Munis) vouchers 181750 to 181803 in the amount of \$206,568.54 and electronic payments 903689 to 903703 in the amount of \$128,446.56.
 - November 9, 2023, payment of Eden vouchers 173743 to 173748 in the amount of \$10,842.91; and Enterprise vouchers 181804 to 181850 in the amount of \$95,059.40 and electronic payments 903704 to 903716 in the amount of \$250,713.66.
-

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 of the Assistant Finance Director. The most significant payments* were:

Vendor		
Cities Digital, Inc.	23,816.25	Laserfiche annual support and updates
Systems for Public Safety, Inc	49,442.96	Outfit two replacement vehicles with police equipment
National Public Safety Group, LLC	59,423.10	Consulting for RMS/JMS Replacement project, per service provider agreement with Police
Right! Systems, Inc	23,442.67	Cohesity Dataprotect renewal
Bobbie & Amanda's Cleaning Svc	21,420.22	October janitorial services
HDR Engineering Inc	48,079.74	Professional services 8/27 thru 9/30/23 – Old Hwy 99 & 79 th Ave Roundabout project
Tyler Technologies, Inc	111,917.96	Annual maintenance renewal

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Munis

Voucher/Check Nos 181750 through 181803 in the amount of \$206,568.54

Electronic payment No 903689 through 903703 in the amount of \$128,446.56

Eden

Voucher/Check Nos 173727 through 173742 in the amount of \$2,815.63



Asst. Finance Director, on behalf of the Finance Director

Checks dated 11/03/2023

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.

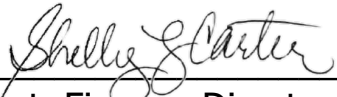
Munis

Voucher/Check Nos 181804 through 181850 in the amount of \$95,059.40

Electronic payment No 903704 through 903716 in the amount of \$250,713.66

Eden

Voucher/Check Nos 173743 through 173748 in the amount of \$10,842.91



Asst. Finance Director, on behalf of the Finance Director

Checks dated 11/09/2023

TO: City Council
FROM: Shelly Carter, Assistant Finance Director
DATE: November 21, 2023
SUBJECT: Ordinance No. O2023-013, Ad Valorem for Regular Property Taxes for the Fiscal Year 2024

1) Recommended Action:

Move Ordinance No. O2023-013, AN ORDINANCE relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2024, to the November 21, 2023, consent agenda for adoption.

2) Background:

Ordinance O2023-013 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, 2023, in order to establish the tax levy for fiscal year 2024.

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 3.67 percent.

A one percent increase over our actual 2023 levy amounts to \$110,698. 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 2024 property tax levy related to new construction is estimated to be \$404,098 based on estimated new construction of \$227,822,656. The levy rate will go from \$1.77 to an estimated rate of \$1.86 for 2024.

Since the valuations are not finalized, the 2024 levy is considered to be an estimate. When the final assessed value is determined by the Thurston County Assessor and Washington State Department of Revenue, the Finance Director may re-certify the tax amount to meet the \$3.10 limitation if necessary.

A duly advertised public hearing was conducted on November 6, 2023.

3) Policy Support:

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

4) Alternatives:

- ☐ Do not pass the Ordinance, maintain property taxes at the 2023 level, and bank the allowable levy increase.
- ☐ Change the levy increase to something less than stated above.

5) Fiscal Notes:

This ordinance authorizes Tumwater's 2024 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2023-013 Ad Valorem for Regular Property Taxes for the Fiscal Year 2024

ORDINANCE NO. O2023-013

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 2024.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, November 6, 2022, to consider an increase in property tax revenues from January 1, 2024 to December 31, 2024; 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 2024 levy amount was 3.670 percent as reported by the Washington Department of Revenue; and

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

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

WHEREAS, for taxing district with populations of 10,000 or greater, the limit factor for property taxes due in 2024 is 101 percent.

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

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, is hereby authorized for the levy to be collected in the 2024 tax year. This levy results in a \$110,698 increase and a 1.00% change from the 2023 regular levy amount as set forth in RCW 84.55.120. Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds.

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

Section 3. On or before the 30th day of November 2023, the Finance Director or designee shall file with the Clerk of the Thurston County Board of

EXHIBIT A

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

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

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

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

ADOPTED this 21st day of November 2022.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
FROM: Chuck Denney, Parks and Recreation Director
DATE: November 21, 2023
SUBJECT: Ordinance No. O2023-014, Amending Tumwater Municipal Code Section 12.32, Public Parks

1) Recommended Action:

Staff is requesting that the City Council approve Ordinance No. O2023-014, Amending Tumwater Municipal Code Section 12.32, Public Parks. The General Government Committee recommended City Council approval at their November 8, 2023 meeting.

2) Background:

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

3) Policy Support:

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

4) Alternatives:

Recommend changes to existing Ordinance
Do not recommend support for Ordinance

5) Fiscal Notes:

No fiscal Impacts

6) Attachments:

A. Ordinance No. O2023-014

ORDINANCE NO. O2023-014

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

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

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

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

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

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

Chapter 12.32**CITY PROPERTY AND PUBLIC PARKS**

Sections:

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

12.32.010 Definitions.

- A. “Private events” means and includes any activity, celebration, wedding, sporting event, or similar event occurrence which is not open to the public and is conducted, at least in part, on city property or in public parks.
- B. “Public events” means and includes any festival, celebration, fair, rally, sporting event, or similar occurrence which is open to the public and is conducted, at least in part, on city property or in public parks.
- C. “Public parks,” as used in this chapter, means and includes all the properties owned and controlled by the city and operated as parks ~~and/or~~ recreation facilities available for the use of the public.

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

12.32.020 Rules and regulations.

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

- A. All city ordinances shall apply to and be in full force and effect on city property and within the public parks of the city.
- B. No person shall cut, remove, or damage any flowers, turf, trees or shrubs without prior obtained permission from the parks and recreation director or designee. This provision applies to all aspects of the natural or landscaped environment and to any structures and prohibits activities such as metal detecting and geocaching where those activities require digging or disturbing the landscape.
- C. No person shall build any fire ~~within a public park~~ except in a stove or fireplace provided therefor.
- D. No person shall ride or drive any horse or animal or permit any horse or animal to go upon any portion of any city property or public park except on the roads, regularly provided parking areas, and horse trails where designated.
- E. No motor vehicle shall be operated, stopped, parked or left standing any place ~~in a public park~~ except on roads and parking areas provided therefor.
- F. ~~Parking or loitering in public parks~~ Loitering in the night time is prohibited and all persons shall be excluded from the parks and city property between sundown and sunrise, except as may be permitted for public or private events under the order of the parks and recreation director or designee.

- G. No person shall mutilate, deface, injure, or damage any building, installation, personal property, or piece of equipment ~~in any public park~~.
- H. No person shall dump or dispose of any household garbage ~~in any public park~~.
- I. No person shall litter, scatter, or dispose of any bottles, broken glass, waste, discard paper, or any liquid material of any kind ~~in or around any part of any public park~~ except in receptacles which are provided therefor.
- J. City property including parks are open for public use on a “first come, first served” basis and sports fields and designated shelters on a reservation basis, as coordinated by the parks and recreation director or designee.
- K. Overnight parking is prohibited except as may be permitted by the parks and recreation director or designee ~~Except as otherwise permitted in TMC Chapter 8.30, it is unlawful to use, exhibit, display or possess any fireworks in any city park or on any trail.~~
- L. It is unlawful to operate any remote control and/or motorized model aircraft, rocket, watercraft or similar device ~~in any park~~, or to launch or land any hang glider or hot air balloon, except as may be permitted for public or private events under the order of the parks and recreation director or designee.
- M. No person shall practice or play golf, archery or other games of like character or hurl or propel any airborne or other missile except at places set apart for such purposes ~~within a park~~.
- N. No person shall tease, feed, annoy, disturb, molest, catch, injure, threaten, kill, throw any stone or projectile at, strike with any stick or weapon, or fetter any animal, bird, fowl or fish ~~in any park~~. Washington State Fish and Wildlife regulations apply to all sport fishing activities within city parks and on city property.
- O. No person shall attach or post any sign, poster or notice or any other device of any kind for advertising ~~in any park or along any trail~~, except as may be permitted for public or private events under the order of the parks and recreation director or designee.
- P. No person shall erect any tents, bounce houses or any other temporary structures that require ground anchoring without first receiving authorization from the parks and recreation director or designee.
- Q. No person shall park any vehicle or trailer ~~in any park~~ for the purposes of displaying of commercial or noncommercial signs or displaying such vehicles for sale. No person shall park any vehicle ~~in any park~~ for the principle purpose of

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

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

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

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

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

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

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

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

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

12.32.030 Alcoholic beverages in city public parks.

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

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

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

12.32.040 Permits.

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

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

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

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

12.32.050 Vendors.

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

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

12.32.055 Violation – Exclusion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.32.060 Violation – Penalty.

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

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

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

12.32.065 Enforcement suspended.

Enforcement of TMC 12.32.020(F) nighttime exclusion shall be suspended for persons who are indigent and homeless any time there is no space or beds available in reasonably accessible homeless shelters, to the extent such available space is required by law.

Section 2. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not

limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

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

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

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

ADOPTED this _____ day of _____, 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

Ordinance No. O2023-014 - Page 8 of 8

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: November 21, 2023
SUBJECT: Resolution No. R2023-011, 2024 Fee Resolution

1) Recommended Action:

Adopt the proposed fee changes as outlined herein and authorize the Mayor to sign Resolution R2023-011.

2) Background:

The City annually adjusts fees via fee resolution that applies to all City service areas. Staff presented proposed changes to the Public Works Committee on November 9, 2023. The Committee recommended moving the fee schedule resolution to the November 21, 2023 City Council Consent Calendar for adoption.

3) Policy Support:

Be a Leader in Environmental Sustainability.
Refine and Sustain a Great Organization.
Purse Targeted Community Development Opportunities.
Create and Maintain a Transportation System Safe for All Modes of Travel.

4) Alternatives:

☐ Do not adopt the proposed fee changes.

5) Fiscal Notes:

Fees proposed will be effective January 1, 2024. The majority have been used for project revenue for the year in the biennial budget and as depicted in the Capital Facilities Plan.

6) Attachments:

- A. Memo Detailing Proposed Fee Changes
- B. 2024 Revised Fee Schedule - Redlined
- C. Resolution No. R2023-011 with Exhibit A (new fee schedule)
- D. 2023 Current Utility Rates & 2024 Proposed Rates - Comparison

MEMORANDUM

TO: Debbie Sullivan, Mayor
City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 21, 2023

RE: Fee Resolution No. R2023-011

The City annually updates the City fees for various services. This memo provides general background and justification for the proposed fee changes. General housekeeping edits have been made to update section language and references.

Table I – Business Licenses, Administrative & Publications

- **Business License** – Adding clarifying language.

Table II – Zoning, Land Division & Environmental

- **Appeals** – Increased fees to reflect current rates.
- **Transportation Impact Fees** – Increase of 2.96%.
- **Drainage Manual Administration** – Adding this new section.

Table III – Building & Fire Safety

- **Energy Code Fees** – Increased fees to reflect current rates.
- **Certificate of Occupancy** – Added new Business License - Request for Certificate of Occupancy fee.
- **Housekeeping** – Removing Code references that no longer apply.

Table IV – Transportation, Engineering, Utilities & Utility Connections

- **Right-of-Way License** – Increased fees to reflect current rates.
- **Street & Alley Vacation** - Increased fees to reflect current rates.
- **Street Construction and Restoration** - Increased fees to reflect current rates, as well as removing fees no longer used.
- **Utility Plan Check & Inspection** – Increased fees to reflect current rates.
- **Water & Sewer Utility Connection Charges** – Increased 3% for Water and 2.8% for Sewer per the 2024-2029 Capital Facilities Plan.
- **Housekeeping** – Changing Department names and adding a new language section to Sewer Connection Charges
- **Sewer Capacity Development Charge** – Increase to \$7,080.94 per LOTT.

Table V – Public Safety

- **Fire Alarm Systems** – Adding a fee for 3rd alarm.

Table VII – Utility Rates

- **Utility Rates** – Increase of 4.8% for Water, 8.5% for Stormwater, and 5.8% for Sewer.
- **LOTT Wastewater Service Charge** – Increase of 3.5% to \$46.37 per LOTT.

Table VII – Utility Rates (Continued)

- **Water Monthly Consumption Rate** – Non-Residential - increase from \$3.19 to \$3.34; Irrigation – increase from \$3.81 to \$3.99.
- **Sewer Monthly City Wastewater Service Rate** – increase from \$21.84 to \$23.11.
- **Stormwater** – Monthly Account Fee – Increase from \$1.94 to \$2.10.
- **Lifeline** – Adding new language for low-income senior citizen and low-income disabled person rate discounts.

2024 Table I		Attachment B	
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Various Departments	Blueprints and Photocopies		\$3.48.020
	Blueprints	\$0.50 per square foot	
	Photocopies	\$0.15 per page over 10	
Transportation & Engineering	GIS Maps (Including Zoning Maps) • City Street Map (36" x 48") • E Size (34" x 44") • D Size (22" x 34") • C Size (17" x 22") <i>Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.</i>		\$3.48.030
		\$12.00	
		\$11.00	
		\$6.00	
		\$5.00	
Community Development	Comprehensive Plan Document, Volume I • Land Use Plan • Housing Plan • Parks & Recreation Plan • Lands for Public Purpose/EPF Plan • Utilities Plan • Capital Facilities Plan Complete Volume I		
		\$15.00	
		\$8.00	
		\$5.00	
		\$5.00	
		\$12.00	
		\$10.00	
		\$55.00	
Community Development	Comprehensive Plan Document, Volume II • Conservation Plan • Economic Development Plan • Transportation Plan • Joint Plan • Shoreline Master Program (SMP) – SMP for the Thurston Region – Deschutes Riparian Habitat Plan – Deschutes River Special Area – New Market Historic District Plan Complete Volume II		
		\$6.00	
		\$5.00	
		\$18.00	
		\$25.00	
		\$25.00	
		\$9.00	
		\$5.00	
		\$5.00	
		\$6.00	
Community Development	Development Guide Disk Copy Paper Copy		
		\$25.00	
		\$30.00	
Various Departments	Notary Fee for Non-City related documents	\$10.00 each	n/a
Administrative Services	Public Records • Photocopying • Copies on Compact Discs or DVDs • Flash Drives, USB & Other Portable Devices • Postage - if customer requests delivery by U.S.P.S • Any size manila envelope • Duplicating records in non-routine formats such as photographs, cassettes, videotapes • Scanned records, or use of agency equipment for scanning • Records uploaded to email, or cloud-based data storage service or other means of electronic delivery • Records transmitted in electronic format for use of agency equipment to send records electronically		\$2.88.060
		\$0.15 per page over 10	
		\$2.00 per CD or DVD	
		Actual cost	
		Actual cost based on weight	
		\$0.45	
		Actual cost from outside vendor	
		\$0.10 per page	
		\$0.05 for every 4 electronic files or attachments	
\$0.10 per gigabyte			
Community Development	Public Notice Cost • Sign Posting • Other than Site Signs		\$ 3.48.040
		\$35.00 per site sign	
		\$15.00	
Community Development	Recording Costs	\$35.00 + auditor fee	\$3.48.010
Finance	Returned Item (check) for any reason	\$30.00	\$3.48.050

2024 Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Finance	Business Licenses • Original License • Annual Renewal <i>Note: City business licenses paid through the WA Department of Licensing will be subject to additional state fees, as applicable.</i>		\$5.04.060
		\$50.00	
		\$20.00	
Community Development	Business Licenses - (Request for Certificate of Occupancy) • Inspection fee for new location or change-in-use (per inspection)		n/a
		\$85.00	
Finance	Occupational Permits • Original Permit • Annual Renewal (second & third years) <i>Note: The original permit fee includes the cost of fingerprinting and background check.</i>		\$5.06.050
		\$70.00	
		\$30.00	
Finance	Sexually Oriented Businesses • Permit Application, and • Annual Fee <i>Adult Cabaret Business</i> <i>Adult Cabaret Managers</i> • Processing Fee, and • Annual Fee <i>Models and Escorts</i> • Processing fee, and • Annual fee		
		\$400.00	\$5.50.040
		\$640.00 annually	\$5.50.070
		\$1,320.00 annually	
		\$50.00	\$5.50.080
		\$150.00 annually	
		\$50.00	\$5.50.090
		\$150.00 annually	

2024 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Primary Department	Title	Rate/Fee/Charge per...	Unit	Code Reference (If Applicable)
Community Development	Appeals			
	• Hearing Examiner			
	– Administrative Appeal*	\$100.00 \$1,500.00		\$18.62.020
	– SEPA Appeal*	\$175.00 \$2,000.00		\$16.04.160
	– Appeal of Impact Fee with Independent Fee Calculation	\$260.00	calculation	\$3.50.140
	*Reimbursed if appeal is substantially upheld			
Community Development	Transportation Impact Fees			\$3.50.130
	<u>Type of Development</u>			ITE Land Use Code
	<i>Residential</i>			210
	• Single Family / Duplex (Detached)	\$4,275.23 \$4,401.78	dwelling	
	Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$3,206.42 \$3,301.33	dwelling	
	Single Family detached and attached (including duplexes) located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will aslo abide by the requirements of this section and be affordable to those making 80% of the median income.	\$2,137.62 \$2,200.89	dwelling	
	• Multifamily – Apartment	\$2,274.35 \$2,856.47	dwelling	220
	Multi-family dwellings located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,387.23 \$1,428.29	dwelling	
	• Mobile Home Park	\$2,497.40 \$2,571.32	dwelling	
	• Senior Adult Housing – Detached	\$914.30 \$941.36	dwelling	
	• Senior Adult Housing – Attached	\$541.80 \$557.84	dwelling	252
	• Congregate Care	\$575.68 \$592.72	dwelling	253
	• Accessory Dwelling Unit	\$2,774.35 \$2,142.99	dwelling	
	Accessory Dwelling Units that are less than 1200-square feet floor area. Not to be used with any other impact or permit fee discounts.	\$2,081.38	dwelling	

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,387.24 \$1,428.30	dwelling	
	• Assisted Living	\$479.93 \$493.11	bed	254
	<i>Industrial</i>			
	• Light Industrial	\$6.04 \$6.22	SF / GFA	110
	• Industrial Park	\$5.58 \$5.75	SF / GFA	130
	• Manufacturing	\$4.72 \$4.86	SF / GFA	140
	• Warehousing	\$2.15 \$2.21	SF / GFA	150
	• Mini-Warehouse	\$1.60 \$1.65	SF / GFA	151
	• High-Cube Warehouse	\$0.74 \$0.76	SF / GFA	152
	<i>Commercial – Services</i>			
	• Hotel	\$2,854.18 \$2,938.66	room	310
	• Motel	\$2,273.67 \$2,340.97	room	320
	• Walk-in Bank	\$11.66 \$12.01	SF / GFA	911
	• Drive-through Bank	\$24.82 \$25.55	SF / GFA	912
	• Day Care Center	\$30.16 \$31.05	SF / GFA	565
	• Quick Lubrication Vehicle Shop	\$6,082.17 \$6,262.20	VSP	941
	• Automobile Care Center	\$5.13 \$5.28	SF / GFA	942
	• Gasoline/Service Station	\$16,562.55 \$17,052.80	VFP	944
	• Service Station/Minimart	\$12,103.90 \$12,462.18	VFP	945
	• Service Station/ Minimart/Carwash	\$12,610.51 \$12,983.78	VFP	946
	• Carwash – Self Serve	\$6,036.75 \$6,215.44	VSP	947
	• Carwash – Automated	\$84,449.93 \$86,948.72	VSP	948
	• Movie Theater	\$250.33 \$257.74	seat	444, 445
	• Health/Fitness Club	\$17.81 \$18.34	SF / GFA	492, 493
	<i>Commercial – Institutional</i>			
	• Elementary School	\$2.92 \$3.01	SF / GFA	520
	• Middle School/Junior High School	\$2.88 \$2.97	SF / GFA	522
	• High School	\$2.35 \$2.42	SF / GFA	530
	• Community/Junior College	\$135.37 \$148.26	student	540
	• College/University	\$761.93 \$784.48	student	550
	• Church	\$2.45 \$2.52	SF / GFA	560
	• Hospital	\$6.88 \$7.08	SF / GFA	609
	• Nursing Home	\$2.50 \$2.57	SF / GFA	620
	<i>Commercial - Restaurant</i>			
	• Quality Restaurant	\$17.25 \$17.76	SF / GFA	931
	• High Turnover (sit down) Restaurant	\$26.14 \$26.91	SF / GFA	931
	• Fast Food Restaurant w/out Drive Thru	\$31.63 \$32.57	SF / GFA	933
	• Fast Food Restaurant with Drive Thru	\$41.75 \$42.99	SF / GFA	934
	• Tavern/Drinking Place	\$30.30 \$31.20	SF / GFA	935
	• Coffee/Donut Shop w/out Drive Thru	\$49.28 \$50.74	SF / GFA	936
	• Coffee/Donut Shop with Drive Thru	\$51.92 \$53.46	SF / GFA	937
	• Coffee/Donut Shop with Drive Thru and with no inside seating	\$19.95 \$20.54	SF / GFA	938
Community Development	<u>Type of Development</u>			ITE Land Use Code
	<i>Commercial – Office</i>			
	• General Office Building	\$9.19 \$9.46	SF / GFA	710
	• Government Office Building	\$11.53 \$11.87	SF / GFA	730
	• Medical-Dental Office/Clinic	\$20.09 \$20.68	SF / GFA	720

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	Commercial –			
	• Retail Shopping Center -			
	up to 49,999 sq. ft.	\$6.63	SF / GLA	820
	50,000 – 99,999	\$7.36	SF / GLA	820
	100,000 – 199,999	\$7.43	SF / GLA	820
	200,000 – 299,999	\$7.57	SF / GLA	820
	300,000 – 399,999	\$7.80	SF / GLA	820
	400,000 sq. ft. or more	\$8.26	SF / GLA	820
	• Automobile Parts Sales	\$8.65	SF / GFA	843
	• Car Sales – New/Used	\$10.80	SF / GFA	841
	• Convenience Market	\$32.12	SF / GFA	851
	• Discount Club	\$8.29	SF / GFA	861
	• Electronic Superstore	\$6.85	SF / GFA	863
	• Toy Superstore	\$7.62	SF / GFA	864
	• Furniture Store	\$0.45	SF / GFA	890
	• Hardware/Paint Store	\$9.08	SF / GFA	816
	• Home Improvement Superstore	\$3.13	SF / GFA	862
	• Nursery/Garden Center	\$7.24	SF / GFA	817
	• Pharmacy/Drugstore w/out Drive Thru	\$8.15	SF / GFA	880
	• Pharmacy/Drugstore with Drive Thru	\$10.86	SF / GFA	881
	• Supermarket	\$17.07	SF / GFA	850
	• Tire Store	\$7.60	SF / GFA	848
	• Tire Superstore	\$3.86	SF / GFA	849
	Cost per New Trip Generated:	\$3,628.19		
SOURCE: ITE, "Trip Generation, 8th Edition"				
Notes: ¹ Abbreviations:				
SF = Square Feet VSP = Vehicle Service Position				
GFA = Gross Floor Area VFP = Vehicle Fueling Position				
GLA = Gross Leasable Area				
² Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for the Seattle, Washington, area as reported for July to establish the fee schedules effective January 1st of the subsequent year.				
Community Development	Olympia School District No. 111 School Impact Fees			\$3.50.135 and Olympia School District Resolution No. 643 653
	<i>Type of Residential Development</i>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$6,475.00 \$6,812.00	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	\$2,477.00 \$2,606.00	dwelling	
Community Development	• Multi Family Downtown	\$2,040.00	dwelling	\$3.50.135 and Tumwater School District Resolution No. -03-21-22 02-23-24
	Tumwater School District No. 33 School Impact Fees			
	<i>Type of Residential Development</i>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$5,408.00	dwelling	
Community Development	• Multi Family (three units or more and accessory dwelling units).	\$1,350.00 \$1,148.00	dwelling	\$3.50.140
	Independent Fee Calculations			
	• Applicant chooses to prepare IFC			
	– Administrative Processing fee	\$500.00		
	– Deposit on Review Costs of IFC*	\$500.00		
Community Development	*Balance refunded or additional costs collected as a precondition to building permit issuance.			\$3.52.070
	Park Impact Fees			
	<i>Type of Residential Development</i>			
	• Single Family, Detached	\$3,726.86	housing unit	

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,863.43	housing unit	\$3.52.070
	• Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$2,795.15	housing unit	
	• Single Family, Attached (and duplexes)	\$2,784.68	housing unit	
Community Development	• Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,392.34	housing unit	
	• Manufactured Home (mobile home)	\$2,227.71	housing unit	
	• Multi Family (3-4 units per structure)	\$2,746.11	housing unit	
	• Multi Family (3-4 units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,373.06	housing unit	
Community Development	Park Impact Fees (Continued)			
	• Multi Family (5+ units per structure)	\$2,413.12	housing unit	
	• Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,373.06	housing unit	

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Accessory Dwelling Unit	\$2227.71 \$1,670.78	housing unit	\$3.52.070
	• Accessory Dwelling Units that are less than 1200-square feet floor area. Not to be used with any other impact or permit fee discounts.	\$1,670.78-	housing unit	
	• Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,113.86	housing unit	
Community Development	Impact Fee Deferral Program			
	• Administrative Application Fee	\$100.00	application	\$3.50.130
				\$3.52.070
Community Development	Wireless Communication Antennas			\$11.20.050
	• Wireless Communication (WCF) Permits			
	– Accessory (requiring WCF permit)	\$110.00	antenna	
	– Attached WCF	\$330.00	carrier	
	– Freestanding WCF	\$1,100.00	structure	
	– Co-location on freestanding WCF	\$330.00	carrier	
	• WCF Administrative Site Plan Review	Same as regular SPR fees		
	• Conditional Use Permit	Same as zoning CUP fees		
	• Request for Administrative Deviation	\$247.50	request	
Community Development	Telecommunications in Rights-of-Way			
	• Telecommunications Right-of-Way Use			
	– Right-of-Way (ROW) Use Authorization	\$1,700.00		\$11.06.010
	• Telecommunications Franchise/Master Permit Application	\$5,550.00		\$11.06.020
	• Master Permit Renewal Application	\$2,800.00		\$11.06.120
	– Annual Fee	\$500.00		\$11.06.160
	– Supplemental Site Permit	\$500.00 (up to 5)		\$11.06.110
		\$100.00 (after 5)		
		\$1,000.00	new pole	
		\$270.00 pole rent	year	
Community Development	Telecommunications in Rights-of-Way (continued)			\$3.52.069
	• Telecommunications Facilities Lease			
	– Lease Application	\$500.00		\$11.08.020
	– Renewal of Lease	\$225.00		\$11.08.120
Community Development	Site Plan Review			\$14.02.070- \$14.02.080
	• Feasibility Site Plan Review*			
	– One Acre or less	\$80.00		
	– Greater than 1 Acre	\$137.50		
	*Credited toward Preliminary Site Plan Fee			
	• Preliminary Site Plan Review			
	– One Acre or less	\$330.00		
	– Greater than 1 Acre	\$440.00		
	• Preliminary Site Plan Resubmittal			
	– One Acre or less	\$165.00		
	– Greater than 1 Acre	\$275.00		
	• Formal Site Plan Review			
	– One Acre or less	\$220.00		
	– Greater than 1 Acre	\$385.00		
	• Formal Site Plan Review Resubmittal			
	– One Acre or less	\$80.00		
	– Greater than 1 Acre	\$220.00		
	Multi-Family Tax Exemption	\$100.00		

2024 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	• Design Plan Review	2.5% of the Building Permit		\$18.43.010
	• Landscape Plan Review**	\$220.00		\$18.47.020
	**Applies only to landscape plans required under \$18.47.020			
	• Exterior Illumination***			
	– Issuance and Inspection Fee	\$55.00 +...	\$7.50 per fixture	\$18.40.035
	– Plan Review Fee	65% of above lighting fee		
	***Applies to non-residential applications 4,000 square feet or larger in area			
	• Request for Parking Modification	\$275.00		\$18.50.075
Water Resources & Sustainability	Drainage Manual Administration			\$13.12.015
	• Adjustment application	\$500.00		
	• Variance and Exception application	\$1,000.00		
Community Development	Protection of Trees & Vegetation			\$16.08.050
	• Land clearing application & review	\$110.00		
	• Work by City Tree Professional	Consultant Cost	hour	
	• Land Clearing Permit			
	– Less than 30 Trees	\$135.00		
	– 30 Trees or more	\$220.00		
	• Add'l Review or Inspections after one hour	\$66.00	hour	
	• Investigation Charge for Land Clearing without required Permit	Double application and permit fee for tree cutting without a permit		
	• Request for Land Clearing Modification	\$385.00		
	• Replacement Tree Mitigation Fee	\$400.00		\$16.08.070
Community Development	Environmental Policy			\$16.04.190
	• Environmental SEPA Checklist	\$880.00		
	• Expanded Environmental Checklist	\$880.00, plus consultant cost		
	• Environmental Impact Statement (EIS)	\$880.00, plus consultant		
	• Addendum to Environmental Documents	\$220.00		
Community Development	Wetland Protection Standards			
	• Wetland Permit Application	\$440.00		\$16.28.140
	• Reasonable Use Exception	\$880.00		\$16.28.190
Community Development	Fish and Wildlife Habitat Protection			\$16.32.097
	• Reasonable Use Exception	\$880.00		
Community Development	Land Divisions			\$17.02.160
	• Boundary Line Adjustment	\$450.00		
	• Lot Consolidation	\$450.00		
	• Preliminary Binding Site Plan	\$770.00 +...	\$27.50 per lot	
	• Final Binding Site Plan	\$440.00 +...	\$27.50 per lot	
	• Preliminary Plat	\$2,750.00 +...	\$38.50 per lot	
	• Final Plat	\$1,650.00 +...	\$38.50 per lot	
	• Preliminary Short Plat	\$1,100 +...	\$55.00 per lot	
Community Development	• Final Short Plat	\$440.00 +...	\$55.00 per lot	17.02.160 17.26.040
	Land Divisions (Continued)	\$1,320 +...	\$33.00 per lot	
	• Preliminary PUD (includes limited overlay zone)	\$1,320 +...	\$33.00 per lot	
	• Final PUD	\$935.00		
	• Preliminary Plat Extension	\$550.00		
	• Replats, Vacations, and Alterations			
	– Replats	Same as Preliminary and		
	– Vacations	\$450.00		
Community Development	– Alterations	\$450.00		\$18.26.040 2.62.060
	Zoning			
	• Certificate of Appropriateness	\$110.00		
	• Zoning Certification Letter	\$82.50		
	• Planned Unit Development	Same as preliminary and final PUD		
	• Home Occupation	See Business Licenses		
	• Mobile Home Installation*			
	– Single	\$150.00 + plumbing fees		\$18.48.010
	– Double	\$175.00 + plumbing fees		

2024 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	– Triple	\$200.00 + plumbing fees		
	• Title Elimination Inspection Fee	\$170.00		
	• Title Elimination Review	\$85.00		
	* plus footing, foundation, skirting, and tie downs			
	• Mobile Home Park – Site Plan			
	– Preliminary	\$1,00.00 +...	\$30 per unit	\$18.48.130
	– Final	\$750.00 +...	\$30 per unit	
	• Conditional Use Permit	\$2,090.00		\$18.56.020
	• Variance	\$1,000.00		\$18.58.020
	• Rezone	\$1,500.00		\$18.60.065
Community Development	Zoning			
	• Comprehensive Plan			
	– Map Amendment	\$1,500.00		\$18.60.065
Community Development	• Annexations			
	– Not in an Unincorporated Island	\$200.00	acre, Maximum of \$4,000	
	– In Unincorporated Islands	No fee (\$0.00)		
	• Sign			
	– Application for Conditional Exemption	\$20.00	sign	\$18.44.075
	Shoreline Management Act			
	• Shoreline Exemption Letter	\$200.00		Resolution 250
	• Substantial Development Permit	\$1,600.00		
	• Conditional Use	\$1,750.00		
	• Variance	\$1,750.00		
	• Shoreline Permit Time Extension	\$500.00		
Community Development	Transportation Concurrency			
	• Concurrency Application	\$170.00		\$15.48.040
	• Traffic Impact Analysis (TIA) Review	\$260.00		

2024 Table III			
BUILDING & FIRE SAFETY			
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Community Development	Building Code		
	Building Permit Fee Schedule (including signs)		\$15.01.070
	Total Valuation	Fee	
	Single family (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the calculated building permit fee using the table of fees in this section	
	\$1.00 to \$500	\$43.48	
	\$501 to \$2,000	\$43.48 for the first \$500 plus \$5.64 for each additional \$100 or fraction thereof, to and including \$2,000	
	\$2,001 to \$25,000	\$151.04 for the first \$2,000 plus \$25.90 for each additional \$1,000 or fraction thereof, to and including \$25,000	
	\$25,001 to \$50,000	\$742.50 for the first \$25,000 plus \$18.69 for each additional \$1,000 or fraction thereof, to and including \$50,000	
	\$50,001 to \$100,000	\$1,203.89 for the first \$50,000 plus \$12.95 for each additional \$1,000 or fraction thereof, to and including \$100,000	
	\$100,001 to \$500,000	\$3,291.80 for the first \$100,000 plus \$18.55 for each additional \$1,000 or fraction thereof, to and including \$500,000	
	\$500,001 to \$1,000,000	\$10,664.10 for the first \$500,000 plus \$15.74 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	
	\$1,000,001 and up	\$18,578.99 for the first \$1,000,000 plus \$12.10 for each additional \$1,000 or fraction thereof	
Community Development	Other Inspection and Fees		
	1. Commercial building plan review fee	65% of the building permit fee	
	2. One and two family, garages and accessory buildings < 1400 sq. ft.	25% of the building permit fee	
	2.a. One and two family and accessory dwelling units < 1400 sq. ft. that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	12.5% of the building permit fee	
	Other Inspection and Fees (continued)		
	3. One and two family > 1400 sq. ft. and pole barns	50% of the building permit fee	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	3.a. Both single family housing > 1400 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above.	25% of the building permit fee	
	4. 1 st Plan Review Extension Fee	5% of plan review fee	
	2 nd Plan Review Extension Fee	10% of plan review fee	
	5. 1 st Permit Extension Fee	5% of permit fee	
	2 nd Permit Extension Fee	10% of permit fee	
	6. Fee for working without a permit	\$85.00 + double the permit fee	
	7. Demolition permit	Based on valuation and the fee schedule	
	8. One-and-Two Family Re-Roof permit.	\$170	
	9. Commercial Re-Roof permit.	Based on valuation and the fee schedule	
	10. Inspections outside of normal inspection hours (minimum charge - 1 hour)	\$85.00 per hour	
	11. Reinspection fees assessed under provisions of Section 108	\$85.00 per hour	
	12. Inspections for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	
	13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$85.00 per hour	
	14. For use of outside consultants for plan checking or inspection	Actual cost plus 8% administrative fees	
Community Development	ENERGY CODE FEES		
	Energy Code Plan Check Fee		
	Single Family	\$105.00 \$110.00	
	Residential Remodel/Addition	\$50.00 \$60.00	
	Multi-Family	\$200.00 \$210.00	
	New Commercial Building		
	0 to 12,000 sq. ft.	\$200.00 \$210.00	
	12,001 to 60,000 sq. ft.	\$385.00 \$395.00	
	60,001 to 200,000 sq. ft.	\$760.00 \$770.00	
	200,000 sq. ft. and over	\$1,510.00 \$1,520.00	
Community Development	Remodels and Tenant Improvements	50% of the new commercial fee	
	Warehouses	50% of the new commercial building fee	
	GRADING PERMIT FEES		
	Grading Plan Review Fees		
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$47.00	
	101 to 500 cubic yards	\$94.00	
	501 to 1,000 cubic yards	\$187.00	
	1,001 to 5,000 cubic yards	\$280.00	
	5,001 to 10,000 cubic yards	\$374.00	
	10,001 to 100,000 cubic yards	\$375.00 for 1st 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	Grading Permit Fees (continued)		
	100,001 cubic yards or more	\$1,000.00 for the 1st 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof	
	Other Fees		
	Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$85.00 per hour	
	Grading Permit Fees		
	For the issuance of each permit	\$30.00	
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$55.00	
	101 to 500 cubic yards	\$170.00	
	501 to 1,000 cubic yards	\$340.00	
	1,0001 to 5,000 cubic yards	\$680.00	
	5,001 to 10,000 cubic yards	\$1,360.00	
	10,001 cubic yards or more	\$1,360.00 for 1st 10,000 cubic yards plus \$42.50 for each additional 10,000 yards or fraction thereof	
Community Development	Certificates of Occupancy		\$15-04-020
	°Temporary Certificates of Occupancy		
	-One or Two Family	\$25.00	
	-Commercial/Industrial/Multi-family	\$100.00	
	-Renewal	\$200.00	
	°Final Certificates of Occupancy		
	– One or Two-Family	No fee	
	– Commercial/Industrial/Multi-family	No fee	
Community Development	Business License		\$15-08-010
	– Request for Certificate of Occupancy	\$85.00	
	Mechanical Code		
	• Mechanical Permit		
	• Mechanical Plan Review		
	For the issuance of each permit	\$40.00	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$35.00	
	Unit Fee Schedule		
	Furnaces		
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$25.00	
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h	\$30.00	
Community Development	Boilers, Compressors and Refrigeration Units		
	For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h	\$25.00	
	For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	\$40.00	
	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h	\$45.00	

2024 Table III			
BUILDING & FIRE SAFETY			
Community Development	Boilers, Compressors and Refrigeration Units (continued)		
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$65.00	\$15.08.010
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h	\$110.00	
Community Development	Air Handlers		
	For each air-handling unit to 10,000 cubic feet per minute	\$25.00	
	For each air-handling unit over 10,000 cubic feet per minute	\$30.00	
	Photo-Voltaic Solar Panels		
	Roof mounted; One-and-Two Family Dwellings	\$260.00	
	Photo-Voltaic Solar Panels; Commercial	Based on valuation and the fee schedule	
	Evaporative Coolers		
	For each evaporative cooler other than the portable type	\$20.00	
	Ventilation and Exhaust		
	For each vent fan connected to a single duct	\$15.00	
	For each system not a part of a permitted HVAC system	\$20.00	
Community Development	For each non-residential type I hood (grease)	\$175.00	
	Ventilation and Exhaust		
	For each non-residential type II hood (steam)	\$95.00	
	Water Heaters		
	Residential	\$25	
	Commercial	\$50.00	
	Gas Piping		
Community Development	For each gas pipe system of one to four outlets	\$15.00	
	For each gas piping system additional outlets over 5	\$2.00 each	
	Miscellaneous		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code	\$20.00	
	Other Inspections and Fees		
	1. Mechanical plan review fee	65% of the mechanical permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$85.00	
	3. 1 st Plan Review Extension Fee	5% of plan review fee	
	2 nd Plan Review Extension Fee	10% of plan review fee	
	4. 1 st Permit Extension Fee	5% of permit fee	
	2 nd Permit Extension fee	10% of permit fee	
Community Development	5. Reinspection fees per inspection	10% of permit fee	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$85.00 per hour	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	

2024 Table III			
BUILDING & FIRE SAFETY			
Community Development	Plumbing Code		
	• Plumbing Permit		
	• Plumbing Plan Review		
	• Backflow Protection Device	\$40.00	\$15.12.010
	For the issuance of each permit		
Community Development	Plumbing Code (continued)		\$15.12.010
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$35.00	
	Fee for review of septic system applications from County Health Department	\$35.00	
	Unit Fee Schedule		
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)	\$20.00	
	For each building sewer and each trailer park sewer	\$35.00	
	Rainwater systems - per drain	\$20.00	
	For each residential sewer grinder	\$30.00	
	For each commercial sewer grinder	\$95.00	
	For each electric water heater	\$25.00	
	For each pre-treatment grease or oil interceptor including its trap and vent	\$30.00	
	For each installation, alteration or repair of water piping and/or water treating equipment	\$15.00	
	For repair or alteration of drainage or vent piping, each fixture	\$15.00	
	For each commercial lawn sprinkler system on any one meter	\$25.00	
	For atmospheric type vacuum breakers		
	– 1 to 5	\$20.00	
	– Over 5, each	\$5.00	
	For each backflow device other than atmospheric type vacuum type breakers		
	– 2 inches and smaller	\$15.00	
	– Over 2 inches	\$30.00	
	Expansion Tank	\$20.00	
Community Development	Other Inspections and Fees		
	1. Plumbing plan review fee	65% of the plumbing permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$85.00 per hour	
	3. Reinspection fees per inspection (minimum charge – 1 hour)	\$85.00 per hour	
	4. 1 st Plan Review Extension Fee	5% of plan review fee	
	2 nd Plan Review Extension Fee	10% of plan review fee	
	5. 1 st Permit Extension Fee	5% of permit fee	
	2 nd Permit Extension Fee	10% of permit fee	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$85.00 per hour	
Community Development	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	
	Moving of Buildings		
	• Permit Application	\$500.00 + building and demolition permits, as applicable	\$15.32.020
	• Traffic Officer Fee	Fully-based rate + materials	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	Fire Code		\$15.16.010
	Fire Safety		
	• Fire Safety – Inspection Fee & Permitting	Based on Valuation	
	• Underground Storage Tank Removal		
	– Residential		
	– Commercial		
	• Fire Sprinkler Permit	Based on Valuation	
Community Development	Fire Code (Continued)		\$15.16.010
	• Fire Sprinkler Plan Check	65% of permit fee	
	Fire Alarm Systems		
	• Fire Alarm Installation Permit	Based on Valuation	
	• System Retest	\$85.00 per hour	
	• Fire Alarm Plan Check	65% of permit fee	
	Fire Hydrant (fireflow) Test	\$180.00	
Fire & Emergency Services	Fire Inspection Fees		\$15.16.010
	Square Footage Factor:		
	1 = 0 - 2,500 square feet	\$20.00	
	2 = 2,501 - 7,500 square feet	\$40.00	
	3 = 7,501 - 50,000 square feet	\$60.00 + hourly rate of \$80.00	
	4 = 50,001 square feet + >	\$80.00 + hourly rate of \$80.00	
	Non-compliance and Reinspection Fee	\$80.00 per hour	

2024 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Primary Department	Title	Rate/Fee/Charge	Unit	Code Reference (If Applicable)
Transportation & Engineering	Right-of-Way License (includes projections over ROW)			
	• Application Fee	\$265.00 \$275.00 + license rate		\$3.40.010
	• Five-Year License Rate			\$3.40.020
	– 1 to 1,000 square feet	\$150.00 \$155.00		
	– 1,001 to 5,000 square feet	\$200.00 \$208.00		
	– 5,001 to 20,000 square feet	\$250.00 \$260.00		
	– More than 20,000 square feet	Negotiable		
Community Development	Right-of-Way Access/Utility Permit			\$12.16.050
	• General	\$110.00 \$115.00		
	• Residential (1-single family or duplex; lots of record; includes erosion control)			
	– Street Only or 1 Utility Use	\$140.00 \$145.00		
	– Multiple	\$275.00 \$285.00		
	• Private Utility			
	– Overhead			
	Plan Check	\$180 \$186 for 1st 150' + \$0.09 \$0.10 per 1' thereafter		
	Inspection	\$180 \$186 for 1st 150' + \$0.09 \$0.10 per 1' thereafter		
	– Underground			
	Plan Check	\$400.00 + \$0.35 per... \$415.00 + \$0.36 per ...	linear foot	
	Inspection	\$1.95 per... \$2.00 per...	linear foot	
	– Single Service	\$55.00 \$57.00		
Transportation & Engineering	Street & Alley Vacation			\$12.04.020
	• Application Fee	\$400.00 \$515.00		
	• Publishing Notice	\$175.00 \$182.00		
	• Acquisition Cost	Up to 50% of the assessed or appraised value		
Community Development	Street Construction and Restoration			\$12.18.030
	• Street, Curbs, and Sidewalks			
	– Plan Check	\$400 + \$0.55 per... \$415 + \$0.57 per...	linear foot	
	– Inspections	\$2.40 \$2.50 per linear foot	linear foot	
	– Resubmittals	\$105.00 per...	hour, starting with 2nd submittal	
	– Reinspections	\$105.00 per...	hour	
	• Street Lighting			
	– Plan Check	\$400.00 + \$0.35 per... \$415.00 + \$0.57 per ...	linear foot	
	– Inspections	\$1.20 per... \$1.25 per...	linear foot	
	• Street Signals			
	– Plan Check	\$1,210.00 per... \$1,255.00 per...	inspection Signal	
	– Inspections	\$1,650.00 per... \$1,710.00 per...	inspection Signal	
Community Development	Street Disruption Fee			\$12.16.060
	• 1 st year	5 times construction cost		
	• 2 nd year	4 times construction cost		
	• 3 rd year	3 times construction cost		
	• 4 th year	2 times construction cost		
	• 5 th year	1 times construction cost		
Water Resources & Sustainability	Notice Required to Have Water Disconnected			\$13.04.060
	• Disconnection of water service on a temporary or permanent basis	\$30.00		
Water Resources & Sustainability	Water Service			\$13.04.080
	• Occupant turning on penalty	\$30.00		
Water Resources & Sustainability	Hydrant Meter Rental			\$13.04.140
	• (2½") – for construction	\$1,500.00 deposit + 3" meter monthly fee + consumption		

2024 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Water Resources & Sustainability	Sewer Service - Lateral Extension			\$13.08.100
	• Gravity Tap	\$250.00 \$280.00		
	• Force Main Tap	\$3,300.00		
Finance	Utility Billing Late Penalty			\$13.18.020
	• If bill not paid until after the due date	1% of late balance per utility or...		
	- minimum penalty	Water - \$5.00		
		Sewer - \$4.00		
		Stormwater - \$1.00		
	• If past due bill is not paid 20 days after the due date	\$10.00 penalty - water		
Water Resources & Sustainability	Utility Billing Process Water Utility	\$30.00 weekdays, \$100.00 weekdays after 4:30 PM, all day weekends, & holidays		\$13.18.040
	• Reconnection Fee			
Finance	Utility Account Set-up Fees			\$13.18.055
	• Owner Account Setup	\$15.00		
		(Water \$8.00, Sewer \$5.00, Stormwater \$2.00)		
	• Tenant Account Set-up (when authorized by owner)	\$15.00		
		(Water \$8.00, Sewer \$5.00, Stormwater \$2.00)		
Community Development	• Tenant Duplicate Bill	\$1.00 per month (Water \$1.00)		\$13.20.030
	Utility Plan Check & Inspection Fees			
	• Watermain			
	– Plan Check	\$400.00 + \$0.50 per... \$415.00 + \$0.52 per...	linear foot	
	– Inspections	\$2.75 per... \$2.85 per ...	linear foot	
	• Sewermain, Gravity			
	– Plan Check	\$400.00 + \$0.50 per... \$415.00 + \$0.52 per...	linear foot	
	– Inspections	\$2.75 per... \$2.85 per ...	linear foot	
	• Sewermain, Pressure			
	– Plan Check	\$400.00 + \$0.50 per... \$415.00 + \$0.52 per...	linear foot	
	– Inspections	\$2.75 per... \$2.85 per ...	linear foot	
	• Sewer Pump Station, Community System			
	– Plan Check	\$1,210.00 for each \$1,212.00 for each		
	– Inspections	\$1,210.00 for each \$1,212.00 for each		
	• Stormwater System			
	– Plan Check	\$400.00 + \$44.00 per... \$415.00 + \$45.00 per...	acre	
	– Storm Pipe Plan Check	\$400.00 + \$0.50 per... \$415.00 + \$0.52 per...	linear foot	
	– Stormwater Report Review	\$440.00 per... \$455.00 per...	report	
	– Inspections	\$3.65 per... \$3.80 per...	linear foot	
		\$580.00 per... \$600.00 per...	system	
	– Resubmittals (1 hour minimum)	\$95.00 \$98.50 per hour starting with		
	– Reinspections (1 hour minimum)	\$95.00 per...	hour	
	– Computer Modeling Services	\$95.00 per...	hour	
	• High Groundwater Reviews	\$2,500.00 + \$95.00 per...	hour	
Water Resources & Sustainability	• Latecomers – Streets/Utilities	\$800.00 + \$95.00 per hour after 10 hours + 8%		Resolution 494
	• Bonding Agreements, Letters of Credit (providing forms and reviewing documents, once complete)	\$120.00		
Water Resources & Sustainability	Water Meter Testing	\$120.00 \$140.00		\$13.04.400

2024 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Water Resources & Sustainability	Water – Installation charge (service line & meter)	<u>Installation</u>	<u>Meter Size</u>	\$13.04.360
		\$2,700.00 \$3,000.00	3/4"	
		\$3,000.00 \$3,400.00	1"	
		\$6,100.00 \$7,000.00	1-1/2"	
		\$7,200.00 \$7,500.00	2"	
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	9"	
		*	10"	
		*	12"	
Water Resources & Sustainability	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	<u>Installation</u>	<u>Meter Size</u>	\$13.04.360
		\$600.00 \$650.00	3/4"	\$13.04.360
		\$700.00 \$760.00	1"	
		\$1,200.00 \$1,300.00	1-1/2"	
		\$1,500.00 \$1,600.00	2"	
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	8"	
		*	10"	
		*	12"	
	Water – Connection Charges in the General Service Area	<u>Connection Fee</u>	<u>Connection Size</u>	\$13.04.370
		\$4,931.95 \$5,079.39	3/4"	
		\$8,384.20 \$8,635.73	1"	
		\$15,999.31 \$16,479.29	1-1/2"	
		\$26,136.33 \$26,920.42	2"	
		\$49,313.68 \$50,793.09	3"	
		\$82,187.95 \$84,653.59	4"	
		\$164,212.15 \$169,138.51	6"	
Water Resources & Sustainability	Water - Connection Charges in General (Continued)			\$13.04.370
		\$410,816.95 \$423,141.46	8"	
		\$624,832.90 \$643,577.89	10"	
		\$953,241.27 \$981,38.51	12"	
Community-Development Water Resources & Sustainability	Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the applicable connection-fee-charge based on connection size. (Water-only)		
Water Resources & Sustainability	Sewer – Connection Charges	<u>Charge</u>		\$13.08.090
	• Equivalent Residential Unit (ERU)	\$2,936.36 \$3,018.58		
	• Accessory Dwelling Unit	\$2,055.46 \$2,113.01		
	• Multi-Family Unit	\$2,055.46 \$2,113.01		

2024 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Water Resources & Sustainability	Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing." An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the applicable connection charge based on ERU calculation.		
Water Resources & Sustainability	Sewer – Capacity Development Charge (CDC) *Change effective January 1, 2021	\$6,841.49 \$7,080.94 per...	ERU*	\$13.08.090 and LOTT Resolution No. 20-002

2024 Table V			
PUBLIC SAFETY			
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Police	Records		
	• Accident Reports to Insurance Company	\$4.00	
	• Incident Reports	\$0.15 per page over 10	
	Animal Services	Pursuant to a posted schedule of fees adopted by the joint animal services comission (www.jointanimalservices.org)	\$6.04.040
			\$6.04.060
			\$6.04.070
Police	Police Alarm Systems		
	• Installer ID Card/Renewal	\$25.00 every 5 years	\$8.20.070
	• Alarm Permit Reinstatement		
	• False Alarm		\$8.20.100
	– 3rd within 90-day continual period	\$50.00	
	– 4th within 90-day continual period	\$75.00	
	– 5th and thereafter within 90-days	\$150.00	
Fire	Fire Alarm Systems		
	• False Alarm		
	– 2nd within a calendar year	\$25.00	
	– 3rd alarm and thereafter in a calendar year	\$393.00 - as per WSAOFC for equipment; labor shall be charged at city costs	
Fire	Fireworks		\$8.30.030
	• Display Fireworks Application (effective February 21, 2007)	\$100.00	

2024 Table VI

RECREATION			
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Parks & Recreation	Recreation Services		
	• All classes that require an outside instructor	City's fee 30% overhead of class instructor's fee	n/a
	• All classes provided that utilize in-house staff	City's fee shall be in excess of out-of-expense costs by an overhead of 30%	n/a
	• Athletic field use	\$20.00 per hour	n/a
	• Public parks – private event shelter rental		n/a
	• 9:00am – 2:00pm	\$50.00	
	• 3:00pm – 8:00pm	\$50.00	
	• 9:00am – 8:00pm	\$75.00	
	• Youth Baseball League	\$100.00	n/a
		\$10.00 additional for late registrations	
	• Youth Basketball League	\$110.00	n/a
		\$10 additional for late registrations	
	• Public Events Permit	\$10.00	\$12.28.020
	• Public Parks – concession/merchandise sales		\$12.32.040
	0-4 hours	\$30.00	
	4-8 hours	\$60.00	
Executive	Street Banners		
	• Banner Permit Fee	\$300.00	\$18.44.015

2024 Table VII

UTILITY RATES

Primary Department	Title	Rate/Fee/Charge			Code Reference (If Applicable)
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area. *User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (3/4") meter shall be used as the multiplier base.	Meter Size	Current User Fee Base		\$13.04.210
		3/4"	\$9.81 \$10.28		
		1"	\$16.60 \$17.39		
		1-1/2"	\$22.37 \$33.92		
		2"	\$51.96 \$54.45		
		3"	\$98.01 \$102.71		
		4"	\$163.73 \$171.59		
		6"	\$326.31 \$341.97		
		8"	*		
		10"	*		
	12"	*			
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	140% of water base rate			\$13.04.220
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	\$13.04.210
		Block 1	0 to 600	\$2.88 \$3.02	
		Block 2	601 to 1,200	\$3.19 \$3.34	
		Block 3	1,201 to 2,400	\$3.81 \$3.99	
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	\$13.04.210
		Block 1	0 to 500	\$2.88 \$3.02	
		Block 2	501 to 1,000	\$3.19 \$3.34	
		Block 3	1,001 to 2,000	\$3.81 \$3.99	
	Water Monthly Consumption Rate – Non-Residential & within General Service Area				
		Block 4	2,401 & greater	\$5.00 \$5.24	
	Water Monthly Consumption Rate – Irrigation & within the General Service Area	\$3.19 \$3.34 per each 100 cubic feet consumed (Block 2)			
	Water Monthly Consumption Rate – Non-Residential & within General Service Area	\$3.81 \$3.99 per each 100 cubic feet consumed (Block 3)			
	Water Fill Station Consumption Rate	\$5.00 \$5.24 per each 100 cubic feet consumed (Block 4)			
Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)			\$13.04.220	
Sewer – Monthly City Wastewater Service Rate & within General Service Area	Type	Monthly Rate		\$13.08.160	
	Single-family	\$21.84 \$23.11 (1.0 ERU)			
	Individual mobile home	\$21.84 \$23.11 (1.0 ERU)			
	Residential Duplex	\$21.84 \$23.11 (1.0 ERU)			
	Multifamily (>2 units)	\$15.29 \$16.18 (0.7 ERU)			
Sewer – Monthly City Wastewater Service Rate & within General Service Area	Mobile home (>2 units)	\$21.84 \$23.11 (1.0 ERU)		\$13.08.160	
	Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$21.84 \$23.11			
Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	140% of the sewer monthly operations & maintenance use			\$13.08.170	

2024 Table VII				
UTILITY RATES				
Water Resources & Sustainability	Sewer (continued)– Monthly LOTT Wastewater Service Charge	Type		Monthly Rate
		Single-family		\$44.80 \$46.37 (1.0 ERU)
		Individual mobile home		\$44.80 \$46.37 (1.0 ERU)
		Residential Duplex		\$44.80 \$46.37 (1.0 ERU)
		Multifamily (>2 units)		\$31.36 \$32.46 (0.7 ERU)
		Mobile home (>2 units)		\$44.80 \$46.37 (1.0 ERU)
Water Resources & Sustainability	Sewer – Monthly LOTT Wastewater Service Charge	Type	Monthly Rate	
		Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$44.80 \$46.37	
	Stormwater – Monthly Account Fee		\$1.94 \$2.10 on every developed property within the city limits	
	Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.	Unit Type		Charge
		Single-family residential		\$11.03 * \$11.97*
	Stormwater - Monthly Service Charge	Each duplex-family		\$11.03 * \$11.97*
		All other developed properties not defined as single-family residential and duplex family		\$11.03 \$11.97 x Gross Impervious Area/3,250 square feet
	Stormwater – Monthly Service Charge	All mobile residence communities		\$11.03 \$11.97 x 1,800 x available Residence Site / 3,250 feet + \$11.03 \$11.97 x Other Gross Impervious Area / 3,250 square feet

RESOLUTION NO. R2023-011

A **RESOLUTION** of the City Council of the City of Tumwater, Washington, establishing fees and charges, as more particularly set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TUMWATER, STATE OF WASHINGTON, THAT THE FOLLOWING FEES AND CHARGES ARE HEREBY ESTABLISHED FOR THE CITY OF TUMWATER AS FOLLOWS:

Section 1. Repealer. Resolution R2022-012, and any prior fee resolution, is hereby repealed in its entirety effective midnight December 31, 2023.

Section 2. Fees and Charges Established. Fees shall be established in the following categories presented in this section as presented in attached Exhibit A.

TABLE #	SUBJECT AREA
I	Business Licenses, Administrative & Publications
II	Zoning, Land Division & Environmental
III	Building & Fire Safety
IV	Transportation, Engineering, Utilities, & Utility Connections
V	Public Safety
VI	Recreation
VII	Utility Rates

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

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

Section 5. Effective Date. This Resolution shall become effective January 1, 2024.

RESOLVED this 21st day of November 2023.

CITY OF TUMWATER

ATTEST:

Debbie Sullivan, Mayor

Melody Valiant, City Clerk APPROVED

AS TO FORM:

Karen Kirkpatrick, City Attorney

2024 Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Various Departments	Blueprints and Photocopies		
	Blueprints	\$0.50 per square foot	\$3.48.020
	Photocopies	\$0.15 per page over 10	
Transportation & Engineering	GIS Maps (Including Zoning Maps)		\$3.48.030
	• City Street Map (36" x 48")	\$12.00	
	• E Size (34" x 44")	\$11.00	
	• D Size (22" x 34")	\$6.00	
	• C Size (17" x 22")	\$5.00	
	<i>Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.</i>		
Community Development	Comprehensive Plan Document, Volume I		
	• Land Use Plan	\$15.00	
	• Housing Plan	\$8.00	
	• Parks & Recreation Plan	\$5.00	
	• Lands for Public Purpose/EPF Plan	\$5.00	
	• Utilities Plan	\$12.00	
	• Capital Facilities Plan	\$10.00	
	Complete Volume I	\$55.00	
Community Development	Comprehensive Plan Document, Volume II		
	• Conservation Plan	\$6.00	
	• Economic Development Plan	\$5.00	
	• Transportation Plan	\$18.00	
	• Joint Plan	\$25.00	
	• <i>Shoreline Master Program (SMP)</i>	\$25.00	
	– SMP for the Thurston Region	\$9.00	
	– Deschutes Riparian Habitat Plan	\$5.00	
	– Deschutes River Special Area	\$5.00	
	– New Market Historic District Plan	\$6.00	
	Complete Volume II	\$79.00	
Community Development	Development Guide		
	Disk Copy	\$25.00	
	Paper Copy	\$30.00	
Various Departments	Notary Fee for Non-City related documents	\$10.00 each	n/a
Administrative Services	Public Records		\$2.88.060
	• Photocopying	\$0.15 per page over 10	
	• Copies on Compact Discs or DVDs	\$2.00 per CD or DVD	
	• Flash Drives, USB & Other Portable Devices	Actual cost	
	• Postage - if customer requests delivery by U.S.P.S	Actual cost based on weight	
	• Any size manila envelope	\$0.45	
	• Duplicating records in non-routine formats such as photographs, cassettes, videotapes	Actual cost from outside vendor	
	• Scanned records, or use of agency equipment for scanning	\$0.10 per page	
Community Development	Public Notice Cost		\$ 3.48.040
	• Sign Posting	\$35.00 per site sign	
	• Other than Site Signs	\$15.00	
Community Development	Recording Costs	\$35.00 + auditor fee	\$3.48.010
Finance	Returned Item (check) for any reason	\$30.00	\$3.48.050

2024 Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Finance	Business Licenses <ul style="list-style-type: none">• Original License• Annual Renewal <i>Note: City business licenses paid through the WA Department of Licensing will be subject to additional state fees, as applicable.</i>		\$5.04.060
		\$50.00	
		\$20.00	
Community Development	Business Licenses - (Request for Certificate of Occupancy) <ul style="list-style-type: none">• Inspection fee for new location or change-in-use (per inspection)		n/a
		\$85.00	
Finance	Occupational Permits <ul style="list-style-type: none">• Original Permit• Annual Renewal (second & third years) <i>Note: The original permit fee includes the cost of fingerprinting and background check.</i>		\$5.06.050
		\$70.00	
		\$30.00	
Finance	Sexually Oriented Businesses <ul style="list-style-type: none">• Permit Application, and• Annual Fee<i>Adult Cabaret Business</i><i>Adult Cabaret Managers</i>• Processing Fee, and• Annual Fee<i>Models and Escorts</i>• Processing fee, and• Annual fee		
		\$400.00	\$5.50.040
		\$640.00 annually	\$5.50.070
		\$1,320.00 annually	
		\$50.00	\$5.50.080
		\$150.00 annually	
		\$50.00	\$5.50.090
		\$150.00 annually	

2024 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Primary Department	Title	Rate/Fee/Charge per...	Unit	Code Reference (If Applicable)
Community Development	Appeals			
	• Hearing Examiner			
	– Administrative Appeal*	\$1,500.00		\$18.62.020
	– SEPA Appeal*	\$2,000.00		\$16.04.160
	– Appeal of Impact Fee with Independent Fee Calculation	\$260.00	calculation	\$3.50.140
	*Reimbursed if appeal is substantially upheld			
Community Development	Transportation Impact Fees			\$3.50.130
	<u>Type of Development</u>			ITE Land Use Code
	<i>Residential</i>			
	• Single Family / Duplex (Detached)	\$4,401.78	dwelling	
	Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$3,301.33	dwelling	
	Single Family detached and attached (including duplexes) located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$2,200.89	dwelling	210
	• Multifamily – Apartment	\$2,856.47	dwelling	
	Multi-family dwellings located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,428.29	dwelling	220
	• Mobile Home Park	\$2,571.32	dwelling	240
	• Senior Adult Housing – Detached	\$941.36	dwelling	251
	• Senior Adult Housing – Attached	\$557.84	dwelling	252
	• Congregate Care	\$592.72	dwelling	253
	• Accessory Dwelling Unit	\$2,142.99	dwelling	
	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,428.30	dwelling	
	• Assisted Living	\$493.11	bed	254

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

	<i>Industrial</i>			
	• Light Industrial	\$6.22	SF / GFA	110
	• Industrial Park	\$5.75	SF / GFA	130
	• Manufacturing	\$4.86	SF / GFA	140
	• Warehousing	\$2.21	SF / GFA	150
	• Mini-Warehouse	\$1.65	SF / GFA	151
	• High-Cube Warehouse	\$0.76	SF / GFA	152
	<i>Commercial – Services</i>			
	• Hotel	\$2,938.66	room	310
	• Motel	\$2,340.97	room	320
	• Walk-in Bank	\$12.01	SF / GFA	911
	• Drive-through Bank	\$25.55	SF / GFA	912
	• Day Care Center	\$31.05	SF / GFA	565
	• Quick Lubrication Vehicle Shop	\$6,262.20	VSP	941
	• Automobile Care Center	\$5.28	SF / GFA	942
	• Gasoline/Service Station	\$17,052.80	VFP	944
	• Service Station/Minimart	\$12,462.18	VFP	945
	• Service Station/ Minimart/Carwash	\$12,983.78	VFP	946
	• Carwash – Self Serve	\$6,215.44	VSP	947
	• Carwash – Automated	\$86,948.72	VSP	948
	• Movie Theater	\$257.74	seat	444, 445
	• Health/Fitness Club	\$18.34	SF / GFA	492, 493
	<i>Commercial – Institutional</i>			
	• Elementary School	\$3.01	SF / GFA	520
	• Middle School/Junior High School	\$2.97	SF / GFA	522
	• High School	\$2.42	SF / GFA	530
	• Community/Junior College	\$448.26	student	540
	• College/University	\$784.48	student	550
	• Church	\$2.52	SF / GFA	560
	• Hospital	\$7.08	SF / GFA	609
	• Nursing Home	\$2.57	SF / GFA	620
	<i>Commercial - Restaurant</i>			
	• Quality Restaurant	\$17.76	SF / GFA	931
	• High Turnover (sit down) Restaurant	\$26.91	SF / GFA	931
	• Fast Food Restaurant w/out Drive Thru	\$32.57	SF / GFA	933
	• Fast Food Restaurant with Drive Thru	\$42.99	SF / GFA	934
	• Tavern/Drinking Place	\$31.20	SF / GFA	935
	• Coffee/Donut Shop w/out Drive Thru	\$50.74	SF / GFA	936
	• Coffee/Donut Shop with Drive Thru	\$53.46	SF / GFA	937
	• Coffee/Donut Shop with Drive Thru and with no inside seating	\$20.54	SF / GFA	938
Community Development	<u>Type of Development</u>			<u>ITE Land Use Code</u>
	<i>Commercial – Office</i>			
	• General Office Building	\$9.46	SF / GFA	710
	• Government Office Building	\$11.87	SF / GFA	730
	• Medical-Dental Office/Clinic	\$20.68	SF / GFA	720

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	Commercial –			
	• Retail Shopping Center -			
	up to 49,999 sq. ft.	\$6.63	SF / GLA	820
	50,000 – 99,999	\$7.36	SF / GLA	820
	100,000 – 199,999	\$7.43	SF / GLA	820
	200,000 – 299,999	\$7.57	SF / GLA	820
	300,000 – 399,999	\$7.80	SF / GLA	820
	400,000 sq. ft. or more	\$8.26	SF / GLA	820
	• Automobile Parts Sales	\$8.65	SF / GFA	843
	• Car Sales – New/Used	\$10.80	SF / GFA	841
	• Convenience Market	\$32.12	SF / GFA	851
	• Discount Club	\$8.29	SF / GFA	861
	• Electronic Superstore	\$6.85	SF / GFA	863
	• Toy Superstore	\$7.62	SF / GFA	864
	• Furniture Store	\$0.45	SF / GFA	890
	• Hardware/Paint Store	\$9.08	SF / GFA	816
	• Home Improvement Superstore	\$3.13	SF / GFA	862
	• Nursery/Garden Center	\$7.24	SF / GFA	817
	• Pharmacy/Drugstore w/out Drive Thru	\$8.15	SF / GFA	880
	• Pharmacy/Drugstore with Drive Thru	\$10.86	SF / GFA	881
	• Supermarket	\$17.07	SF / GFA	850
	• Tire Store	\$7.60	SF / GFA	848
	• Tire Superstore	\$3.86	SF / GFA	849
	Cost per New Trip Generated:	\$3,628.19		
SOURCE: ITE, "Trip Generation, 8th Edition"				
Notes: ¹ Abbreviations:				
SF = Square Feet VSP = Vehicle Service Position				
GFA = Gross Floor Area VFP = Vehicle Fueling Position				
GLA = Gross Leasable Area				
² Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for the Seattle, Washington, area as reported for July to establish the fee schedules effective January 1st of the subsequent year.				
Community Development	Olympia School District No. 111 School Impact Fees			\$3.50.135 and Olympia School District Resolution No. 653
	<i>Type of Residential Development</i>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$6,812.00	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	\$2,606.00	dwelling	
Community Development	• Multi Family Downtown	\$2,040.00	dwelling	\$3.50.135 and Tumwater School District Resolution No. 02-23-24
	Tumwater School District No. 33 School Impact Fees			
	<i>Type of Residential Development</i>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$5,408.00	dwelling	
Community Development	• Multi Family (three units or more and accessory dwelling units).	\$1,148.00	dwelling	\$3.50.140
	Independent Fee Calculations			
	• Applicant chooses to prepare IFC			
	– Administrative Processing fee	\$500.00		
	– Deposit on Review Costs of IFC*	\$500.00		
Community Development	*Balance refunded or additional costs collected as a precondition to building permit issuance.			\$3.52.070
	Park Impact Fees			
	<i>Type of Residential Development</i>			
Community Development	• Single Family, Detached	\$3,726.86	housing unit	

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,863.43	housing unit	\$3.52.070
	• Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$2,795.15	housing unit	
	• Single Family, Attached (and duplexes)	\$2,784.68	housing unit	
Community Development	• Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,392.34	housing unit	
	• Manufactured Home (mobile home)	\$2,227.71	housing unit	
	• Multi Family (3-4 units per structure)	\$2,746.11	housing unit	
	• Multi Family (3-4 units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,373.06	housing unit	
Community Development	Park Impact Fees (Continued)			
	• Multi Family (5+ units per structure)	\$2,413.12	housing unit	
	• Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,373.06	housing unit	

2024 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Accessory Dwelling Unit	\$1,670.78	housing unit	\$3.52.070
	• Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,113.86	housing unit	
Community Development	Impact Fee Deferral Program			
	• Administrative Application Fee	\$100.00	application	\$3.50.130
				\$3.52.070
Community Development	Wireless Communication Antennas			\$11.20.050
	• Wireless Communication (WCF) Permits			
	– Accessory (requiring WCF permit)	\$110.00	antenna	
	– Attached WCF	\$330.00	carrier	
	– Freestanding WCF	\$1,100.00	structure	
	– Co-location on freestanding WCF	\$330.00	carrier	
	• WCF Administrative Site Plan Review	Same as regular SPR fees		
	• Conditional Use Permit	Same as zoning CUP fees		
	• Request for Administrative Deviation	\$247.50	request	
Community Development	Telecommunications in Rights-of-Way			
	• Telecommunications Right-of-Way Use			
	– Right-of-Way (ROW) Use Authorization	\$1,700.00		\$11.06.010
	• Telecommunications Franchise/Master Permit Application	\$5,550.00		\$11.06.020
	• Master Permit Renewal Application	\$2,800.00		\$11.06.120
	– Annual Fee	\$500.00		\$11.06.160
	– Supplemental Site Permit	\$500.00 (up to 5)		\$11.06.110
		\$100.00 (after 5)		
		\$1,000.00	new pole	
		\$270.00 pole rent	year	
Community Development	Telecommunications in Rights-of-Way (continued)			\$3.52.069
	• Telecommunications Facilities Lease			
	– Lease Application	\$500.00		\$11.08.020
	– Renewal of Lease	\$225.00		\$11.08.120
Community Development	Site Plan Review			\$14.02.080
	• Feasibility Site Plan Review*			
	– One Acre or less	\$80.00		
	– Greater than 1 Acre	\$137.50		
	*Credited toward Preliminary Site Plan Fee			
	• Preliminary Site Plan Review			
	– One Acre or less	\$330.00		
	– Greater than 1 Acre	\$440.00		
	• Preliminary Site Plan Resubmittal			
	– One Acre or less	\$165.00		
	– Greater than 1 Acre	\$275.00		
	• Formal Site Plan Review			
	– One Acre or less	\$220.00		
	– Greater than 1 Acre	\$385.00		
	• Formal Site Plan Review Resubmittal			
	– One Acre or less	\$80.00		
	– Greater than 1 Acre	\$220.00		
	Multi-Family Tax Exemption	\$100.00		

2024 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	• Design Plan Review	2.5% of the Building Permit		\$18.43.010
	• Landscape Plan Review**	\$220.00		\$18.47.020
	**Applies only to landscape plans required under \$18.47.020			
	• Exterior Illumination***			
	– Issuance and Inspection Fee	\$55.00 +...	\$7.50 per fixture	\$18.40.035
	– Plan Review Fee	65% of above lighting fee		
	***Applies to non-residential applications 4,000 square feet or larger in area			
Water Resources & Sustainability	• Request for Parking Modification	\$275.00		\$18.50.075
	Drainage Manual Administration			
	• Adjustment application	\$500.00		\$13.12.015
Community Development	• Variance and Exception application	\$1,000.00		
	Protection of Trees & Vegetation			
	• Land clearing application & review	\$110.00		\$16.08.050
	• Work by City Tree Professional	Consultant Cost	hour	
	• Land Clearing Permit			
	– Less than 30 Trees	\$135.00		
	– 30 Trees or more	\$220.00		
	• Add'l Review or Inspections after one hour	\$66.00	hour	
	• Investigation Charge for Land Clearing without required Permit	Double application and permit fee for tree cutting without a permit		
	• Request for Land Clearing Modification	\$385.00		
Community Development	• Replacement Tree Mitigation Fee	\$400.00		\$16.08.070
	Environmental Policy			
	• Environmental SEPA Checklist	\$880.00		\$16.04.190
	• Expanded Environmental Checklist	\$880.00, plus consultant cost		
	• Environmental Impact Statement (EIS)	\$880.00, plus consultant		
Community Development	• Addendum to Environmental Documents	\$220.00		
	Wetland Protection Standards			
	• Wetland Permit Application	\$440.00		\$16.28.140
Community Development	• Reasonable Use Exception	\$880.00		\$16.28.190
	Fish and Wildlife Habitat Protection			
Community Development	• Reasonable Use Exception	\$880.00		\$16.32.097
	Land Divisions			
	• Boundary Line Adjustment	\$450.00		\$17.02.160
	• Lot Consolidation	\$450.00		
	• Preliminary Binding Site Plan	\$770.00 +...	\$27.50 per lot	
	• Final Binding Site Plan	\$440.00 +...	\$27.50 per lot	
	• Preliminary Plat	\$2,750.00 +...	\$38.50 per lot	
	• Final Plat	\$1,650.00 +...	\$38.50 per lot	
	• Preliminary Short Plat	\$1,100 +...	\$55.00 per lot	
Community Development	• Final Short Plat	\$440.00 +...	\$55.00 per lot	
	Land Divisions (Continued)			
	• Preliminary PUD (includes limited overlay zone)	\$1,320 +...	\$33.00 per lot	\$17.26.040
	• Final PUD	\$935.00		
	• Preliminary Plat Extension	\$550.00		
	• Replats, Vacations, and Alterations			
	– Replats	Same as Preliminary and		
	– Vacations	\$450.00		
Community Development	– Alterations	\$450.00		
	Zoning			\$2.62.060
	• Certificate of Appropriateness	\$110.00		
	• Zoning Certification Letter	\$82.50		
	• Planned Unit Development	Same as preliminary and final PUD		\$18.36.030
	• Home Occupation	See Business Licenses		\$18.42.030
	• Mobile Home Installation*			\$18.48.010
	– Single	\$150.00 + plumbing fees		
Community Development	– Double	\$175.00 + plumbing fees		

2024 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Community Development	– Triple	\$200.00 + plumbing fees		
	• Title Elimination Inspection Fee	\$170.00		
	• Title Elimination Review	\$85.00		
	* plus footing, foundation, skirting, and tie downs			
	• Mobile Home Park – Site Plan			
	– Preliminary	\$1,00.00 +...	\$30 per unit	\$18.48.130
	– Final	\$750.00 +...	\$30 per unit	
	• Conditional Use Permit	\$2,090.00		\$18.56.020
	• Variance	\$1,000.00		\$18.58.020
	• Rezone	\$1,500.00		\$18.60.065
Community Development	Zoning			
	• Comprehensive Plan			
	– Map Amendment	\$1,500.00		\$18.60.065
Community Development	• Annexations			
	– Not in an Unincorporated Island	\$200.00	acre, Maximum of \$4,000	
	– In Unincorporated Islands	No fee (\$0.00)		
	• Sign			
	– Application for Conditional Exemption	\$20.00	sign	\$18.44.075
	Shoreline Management Act			
	• Shoreline Exemption Letter	\$200.00		Resolution 250
	• Substantial Development Permit	\$1,600.00		
	• Conditional Use	\$1,750.00		
	• Variance	\$1,750.00		
	• Shoreline Permit Time Extension	\$500.00		
Community Development	Transportation Concurrency			
	• Concurrency Application	\$170.00		\$15.48.040
	• Traffic Impact Analysis (TIA) Review	\$260.00		

2024 Table III			
BUILDING & FIRE SAFETY			
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Community Development	Building Code		
	Building Permit Fee Schedule (including signs)		\$15.01.070
	Total Valuation	Fee	
	Single family (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the calculated building permit fee using the table of fees in this section	
	\$1.00 to \$500	\$43.48	
	\$501 to \$2,000	\$43.48 for the first \$500 plus \$5.64 for each additional \$100 or fraction thereof, to and including \$2,000	
	\$2,001 to \$25,000	\$151.04 for the first \$2,000 plus \$25.90 for each additional \$1,000 or fraction thereof, to and including \$25,000	
	\$25,001 to \$50,000	\$742.50 for the first \$25,000 plus \$18.69 for each additional \$1,000 or fraction thereof, to and including \$50,000	
	\$50,001 to \$100,000	\$1,203.89 for the first \$50,000 plus \$12.95 for each additional \$1,000 or fraction thereof, to and including \$100,000	
	\$100,001 to \$500,000	\$3,291.80 for the first \$100,000 plus \$18.55 for each additional \$1,000 or fraction thereof, to and including \$500,000	
Community Development	\$500,001 to \$1,000,000	\$10,664.10 for for the first \$500,000 plus \$15.74 for each additional \$1,000 or fraction thereof, to and including \$1,000,000	
	\$1,000,001 and up	\$18,578.99 for the first \$1,000,000 plus \$12.10 for each additional \$1,000 or fraction thereof	
	Other Inspection and Fees		
	1. Commercial building plan review fee	65% of the building permit fee	
Community Development	2. One and two family, garages and accessory buildings < 1400 sq. ft.	25% of the building permit fee	
	2.a. One and two family and accessory dwelling units < 1400 sq. ft. that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	12.5% of the building permit fee	
	Other Inspection and Fees (continued)		
	3. One and two family > 1400 sq. ft. and pole barns	50% of the building permit fee	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	3.a. Both single family housing > 1400 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above.	25% of the building permit fee	
	4. 1 st Plan Review Extension Fee	5% of plan review fee	
	2 nd Plan Review Extension Fee	10% of plan review fee	
	5. 1 st Permit Extension Fee	5% of permit fee	
	2 nd Permit Extension Fee	10% of permit fee	
	6. Fee for working without a permit	\$85.00 + double the permit fee	
	7. Demolition permit	Based on valuation and the fee schedule	
	8. One-and-Two Family Re-Roof permit.	\$170	
	9. Commercial Re-Roof permit.	Based on valuation and the fee schedule	
	10. Inspections outside of normal inspection hours (minimum charge - 1 hour)	\$85.00 per hour	
	11. Reinspection fees assessed under provisions of Section 108	\$85.00 per hour	
	12. Inspections for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	
	13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$85.00 per hour	
	14. For use of outside consultants for plan checking or inspection	Actual cost plus 8% administrative fees	
Community Development	ENERGY CODE FEES		
	Energy Code Plan Check Fee		
	Single Family	\$110.00	
	Residential Remodel/Addition	\$60.00	
	Multi-Family	\$210.00	
	New Commercial Building		
	0 to 12,000 sq. ft.	\$210.00	
	12,001 to 60,000 sq. ft.	\$395.00	
	60,001 to 200,000 sq. ft.	\$770.00	
	200,000 sq. ft. and over	\$1,520.00	
	Remodels and Tenant Improvements	50% of the new commercial fee	
Community Development	Warehouses	50% of the new commercial building fee	
	GRADING PERMIT FEES		
	Grading Plan Review Fees		
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$47.00	
	101 to 500 cubic yards	\$94.00	
	501 to 1,000 cubic yards	\$187.00	
	1,001 to 5,000 cubic yards	\$280.00	
	5,001 to 10,000 cubic yards	\$374.00	
	10,001 to 100,000 cubic yards	\$375.00 for 1st 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	Grading Permit Fees (continued)		
	100,001 cubic yards or more	\$1,000.00 for the 1st 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof	
	Other Fees		
	Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$85.00 per hour	
	Grading Permit Fees		
	For the issuance of each permit	\$30.00	
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$55.00	
	101 to 500 cubic yards	\$170.00	
	501 to 1,000 cubic yards	\$340.00	
	1,0001 to 5,000 cubic yards	\$680.00	
	5,001 to 10,000 cubic yards	\$1,360.00	
	10,001 cubic yards or more	\$1,360.00 for 1st 10,000 cubic yards plus \$42.50 for each additional 10,000 yards or fraction thereof	
Community Development	Certificates of Occupancy		
	°Temporary Certificates of Occupancy		
	-One or Two Family	\$25.00	
	-Commercial/Industrial/Multi-family	\$100.00	
	-Renewal	\$200.00	
	°Final Certificates of Occupancy		
	– One or Two-Family	No fee	
	– Commercial/Industrial/Multi-family	No fee	
	°Business License		
	– Request for Certificate of Occupancy	\$85.00	
Community Development	Mechanical Code		
	• Mechanical Permit		
	• Mechanical Plan Review		
	For the issuance of each permit	\$40.00	
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$35.00	
	Unit Fee Schedule		
	Furnaces		
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$25.00	
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h	\$30.00	
Community Development	Boilers, Compressors and Refrigeration Units		
	For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h	\$25.00	
	For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	\$40.00	
	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h	\$45.00	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	Boilers, Compressors and Refrigeration Units (continued)		
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$65.00	
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h	\$110.00	
Community Development	Air Handlers		
	For each air-handling unit to 10,000 cubic feet per minute	\$25.00	
	For each air-handling unit over 10,000 cubic feet per minute	\$30.00	
	Photo-Voltaic Solar Panels		
	Roof mounted; One-and-Two Family Dwellings	\$260.00	
	Photo-Voltaic Solar Panels; Commercial	Based on valuation and the fee schedule	
	Evaporative Coolers		
	For each evaporative cooler other than the portable type	\$20.00	
	Ventilation and Exhaust		
	For each vent fan connected to a single duct	\$15.00	
	For each system not a part of a permitted HVAC system	\$20.00	
Community Development	For each non-residential type I hood (grease)	\$175.00	
	Ventilation and Exhaust		
	For each non-residential type II hood (steam)	\$95.00	
	Water Heaters		
	Residential	\$25	
	Commercial	\$50.00	
	Gas Piping		
Community Development	For each gas pipe system of one to four outlets	\$15.00	
	For each gas piping system additional outlets over 5	\$2.00 each	
	Miscellaneous		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code	\$20.00	
	Other Inspections and Fees		
	1. Mechanical plan review fee	65% of the mechanical permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$85.00	
	3. 1 st Plan Review Extension Fee	5% of plan review fee	
	2 nd Plan Review Extension Fee	10% of plan review fee	
	4. 1 st Permit Extension Fee	5% of permit fee	
Community Development	2 nd Permit Extension fee	10% of permit fee	
	5. Reinspection fees per inspection	10% of permit fee	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$85.00 per hour	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	

2024 Table III			
BUILDING & FIRE SAFETY			
Community Development	Plumbing Code		
	• Plumbing Permit		
	• Plumbing Plan Review		
	• Backflow Protection Device	\$40.00	
	For the issuance of each permit		
Community Development	Plumbing Code (continued)		
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finaled	\$35.00	
	Fee for review of septic system applications from County Health Department	\$35.00	
	Unit Fee Schedule		
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)	\$20.00	
	For each building sewer and each trailer park sewer	\$35.00	
	Rainwater systems - per drain	\$20.00	
	For each residential sewer grinder	\$30.00	
	For each commercial sewer grinder	\$95.00	
	For each electric water heater	\$25.00	
	For each pre-treatment grease or oil interceptor including its trap and vent	\$30.00	
	For each installation, alteration or repair of water piping and/or water treating equipment	\$15.00	
	For repair or alteration of drainage or vent piping, each fixture	\$15.00	
	For each commercial lawn sprinkler system on any one meter	\$25.00	
	For atmospheric type vacuum breakers		
	– 1 to 5	\$20.00	
	– Over 5, each	\$5.00	
	For each backflow device other than atmospheric type vacuum type breakers		
	– 2 inches and smaller	\$15.00	
	– Over 2 inches	\$30.00	
	Expansion Tank	\$20.00	
Community Development	Other Inspections and Fees		
	1. Plumbing plan review fee	65% of the plumbing permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$85.00 per hour	
	3. Reinspection fees per inspection (minimum charge – 1 hour)	\$85.00 per hour	
	4. 1 st Plan Review Extension Fee	5% of plan review fee	
	2 nd Plan Review Extension Fee	10% of plan review fee	
	5. 1 st Permit Extension Fee	5% of permit fee	
	2 nd Permit Extension Fee	10% of permit fee	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$85.00 per hour	
Community Development	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	
	Moving of Buildings		
	• Permit Application	\$500.00 + building and demolition permits, as applicable	
	• Traffic Officer Fee	Fully-based rate + materials	

2024 Table III

BUILDING & FIRE SAFETY

Community Development	Fire Code		
	Fire Safety		
	• Fire Safety – Inspection Fee & Permitting	Based on Valuation	
	• Underground Storage Tank Removal		
	– Residential		
	– Commercial		
	• Fire Sprinkler Permit	Based on Valuation	
Community Development	Fire Code (Continued)		
	• Fire Sprinkler Plan Check	65% of permit fee	
	Fire Alarm Systems		
	• Fire Alarm Installation Permit	Based on Valuation	
	• System Retest	\$85.00 per hour	
	• Fire Alarm Plan Check	65% of permit fee	
	Fire Hydrant (fireflow) Test	\$180.00	
Fire & Emergency Services	Fire Inspection Fees		
	<u>Square Footage Factor:</u>		
	1 = 0 - 2,500 square feet	\$20.00	
	2 = 2,501 - 7,500 square feet	\$40.00	
	3 = 7,501 - 50,000 square feet	\$60.00 + hourly rate of \$80.00	
	4 = 50,001 square feet + >	\$80.00 + hourly rate of \$80.00	
	Non-compliance and Reinspection Fee	\$80.00 per hour	

2024 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Primary Department	Title	Rate/Fee/Charge	Unit	Code Reference (If Applicable)
Transportation & Engineering	Right-of-Way License (includes projections over ROW)			
	• Application Fee	\$275.00 + license rate		\$3.40.010
	• Five-Year License Rate			
	– 1 to 1,000 square feet	\$155.00		\$3.40.020
	– 1,001 to 5,000 square feet	\$208.00		
	– 5,001 to 20,000 square feet	\$260.00		
	– More than 20,000 square feet	Negotiable		
Community Development	Right-of-Way Access/Utility Permit			\$12.16.050
	• General	\$115.00		
	• Residential (1-single family or duplex; lots of record; includes erosion control)			
	– Street Only or 1 Utility Use	\$145.00		
	– Multiple	\$285.00		
	• Private Utility			
	– Overhead			
	Plan Check	\$186 for 1st 150' +-\$0.10 per 1' thereafter		
	Inspection	\$186 for 1st 150' +-\$0.10 per 1' thereafter		
	– Underground			
	Plan Check	\$415.00 + \$0.36 per ...	linear foot	
	Inspection	\$2.00 per...	linear foot	
	– Single Service	\$57.00		
Transportation & Engineering	Street & Alley Vacation			\$12.04.020
	• Application Fee	\$515.00		
	• Publishing Notice	\$182.00		
	• Acquisition Cost	Up to 50% of the assessed or appraised value		
Community Development	Street Construction and Restoration			\$12.18.030
	• Street, Curbs, and Sidewalks			
	– Plan Check	\$415 + \$0.57 per...	linear foot	
	– Inspections	\$2.50 per linear foot	linear foot	
	• Street Lighting			
	– Plan Check	\$415.00 + \$0.57 per ...	linear foot	
	– Inspections	\$1.25 per...	linear foot	
	• Street Signals			
	– Plan Check	\$1,255.00 per...	Signal	
	– Inspections	\$1,710.00 per...	Signal	
Community Development	Street Disruption Fee			\$12.16.060
	• 1 st year	5 times construction cost		
	• 2 nd year	4 times construction cost		
	• 3 rd year	3 times construction cost		
	• 4 th year	2 times construction cost		
	• 5 th year	1 times construction cost		
Water Resources & Sustainability	Notice Required to Have Water Disconnected	\$30.00		\$13.04.060
	• Disconnection of water service on a temporary or permanent basis			
Water Resources & Sustainability	Water Service	\$30.00		\$13.04.080
	• Occupant turning on penalty			
Water Resources & Sustainability	Hydrant Meter Rental	\$1,500.00 deposit + 3" meter monthly fee + consumption		\$13.04.140
	• (2½") – for construction			

2024 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Water Resources & Sustainability	Sewer Service - Lateral Extension			\$13.08.100
	• Gravity Tap	\$280.00		
	• Force Main Tap	\$3,300.00		
Finance	Utility Billing Late Penalty			\$13.18.020
	• If bill not paid until after the due date	1% of late balance per utility or...		
	- minimum penalty	Water - \$5.00		
		Sewer - \$4.00		
		Stormwater - \$1.00		
Water Resources & Sustainability	• If past due bill is not paid 20 days after the due date	\$10.00 penalty - water		\$13.18.040
Water Resources & Sustainability	Water Utility	\$30.00 weekdays, \$100.00 weekdays after 4:30 PM, all day weekends, & holidays		\$13.18.055
	• Reconnection Fee			
Finance	Utility Account Set-up Fees			\$13.18.055
	• Owner Account Setup	\$15.00		
		(Water \$8.00, Sewer \$5.00, Stormwater \$2.00)		
Community Development	Utility Plan Check & Inspection Fees			\$13.20.030
	• Watermain			
	– Plan Check	\$415.00 + \$0.52 per...	linear foot	
	– Inspections	\$2.85 per ...	linear foot	
	• Sewermain, Gravity			
	– Plan Check	\$415.00 + \$0.52 per...	linear foot	
	– Inspections	\$2.85 per ...	linear foot	
	• Sewermain, Pressure			
	– Plan Check	\$415.00 + \$0.52 per...	linear foot	
	– Inspections	\$2.85 per ...	linear foot	
	• Sewer Pump Station, Community System			
	– Plan Check	\$1,212.00 for each		
	– Inspections	\$1,212.00 for each		
	• Stormwater System			
	– Plan Check	\$415.00 + \$45.00 per...	acre	
	– Storm Pipe Plan Check	\$415.00 + \$0.52 per...	linear foot	
	– Stormwater Report Review	\$455.00 per...	report	
	– Inspections	\$3.80 per...	linear foot	
		\$600.00 per...	system	
	– Resubmittals (1 hour minimum)	\$98.50 per hour starting with 2nd		
	• High Groundwater Reviews	\$2,500.00 + \$95.00 per...	hour	
Water Resources & Sustainability	• Latecomers – Streets/Utilities	\$800.00 + \$95.00 per hour after 10 hours + 8%		Resolution 494
	• Bonding Agreements, Letters of Credit (providing forms and reviewing documents, once complete)	\$120.00		
Water Resources & Sustainability	Water Meter Testing	\$140.00		\$13.04.400
Water Resources & Sustainability	Water – Installation charge (service line & meter)	Installation	Meter Size	\$13.04.360
		\$3,000.00	3/4"	
		\$3,400.00	1"	
		\$7,000.00	1-1/2"	
		\$7,500.00	2"	
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	9"	
		*	10"	
		*	12"	
	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	Installation	Meter Size	\$13.04.360

2024 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Water Resources & Sustainability		\$650.00	3/4"	\$13.04.360
		\$760.00	1"	
		\$1,300.00	1-1/2"	
		\$1,600.00	2"	
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	
		*	4"	
		*	6"	
		*	8"	
		*	10"	
		*	12"	
	Water – Connection Charges in the General Service Area	Connection Fee	Connection Size	\$13.04.370
		\$5,079.91	3/4"	
		\$8,635.73	1"	
		\$16,479.29	1-1/2"	
		\$26,920.42	2"	
		\$50,793.09	3"	
		\$84,653.59	4"	
		\$169,138.51	6"	
Water Resources & Sustainability	Water - Connection Charges in General (Continued)			\$13.04.370
		\$423,141.46	8"	
		\$643,577.89	10"	
		\$981,38.51	12"	
Water Resources & Sustainability	Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the applicable connection charge based on connection size.		
Water Resources & Sustainability	Sewer – Connection Charges	Charge		\$13.08.090
	• Equivalent Residential Unit (ERU)	\$3,018.58		
	• Accessory Dwelling Unit	\$2,113.01		
	• Multi-Family Unit	\$2,055.46		
Water Resources & Sustainability	Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing." An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the applicable connection charge based on ERU calculation.		
Water Resources & Sustainability	Sewer – Capacity Development Charge (CDC) *Change effective January 1, 2021	\$7,080.94 per...	ERU*	\$13.08.090 and LOTT Resolution No. 20-002

2024 Table V			
PUBLIC SAFETY			
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Police	Records		
	• Accident Reports to Insurance Company	\$4.00	
	• Incident Reports	\$0.15 per page over 10	
	Animal Services	Pursuant to a posted schedule of fees adopted by the joint animal services comission (www.jointanimalservices.org)	\$6.04.040
			\$6.04.060
			\$6.04.070
Police	Police Alarm Systems		
	• Installer ID Card/Renewal	\$25.00 every 5 years	\$8.20.070
	• Alarm Permit Reinstatement		
	• False Alarm		\$8.20.100
	– 3rd within 90-day continual period	\$50.00	
	– 4th within 90-day continual period	\$75.00	
	– 5th and thereafter within 90-days	\$150.00	
Fire	Fire Alarm Systems		
	• False Alarm		
	– 2nd within a calendar year	\$25.00	
	– 3rd alarm and thereafter in a calendar year	\$393.00 - as per WSAOFC for equipment; labor shall be charged at city costs	
Fire	Fireworks		\$8.30.030
	• Display Fireworks Application (effective February 21, 2007)	\$100.00	

2024 Table VI

RECREATION

Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Parks & Recreation	Recreation Services		
	• All classes that require an outside instructor	City's fee 30% overhead of class instructor's fee	n/a
	• All classes provided that utilize in-house staff	City's fee shall be in excess of out-of-expense costs by an overhead of 30%	n/a
	• Athletic field use	\$20.00 per hour	n/a
	• Public parks – private event shelter rental		n/a
	• 9:00am – 2:00pm	\$50.00	
	• 3:00pm – 8:00pm	\$50.00	
	• 9:00am – 8:00pm	\$75.00	
	• Youth Baseball League	\$100.00	n/a
		\$10.00 additional for late registrations	
	• Youth Basketball League	\$110.00	n/a
		\$10 additional for late registrations	
	• Public Events Permit	\$10.00	\$12.28.020
	• Public Parks – concession/merchandise sales		\$12.32.040
	0-4 hours	\$30.00	
	4-8 hours	\$60.00	
Executive	Street Banners		
	• Banner Permit Fee	\$300.00	

2024 Table VII					
UTILITY RATES					
Primary Department	Title	Rate/Fee/Charge		Code Reference (If Applicable)	
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area. *User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (3/4") meter shall be used as the multiplier base.	Meter Size	Current User Fee Base		\$13.04.210
		3/4"	\$10.28		
		1"	\$17.39		
		1-1/2"	\$33.92		
		2"	\$54.45		
		3"	\$102.71		
		4"	\$171.59		
		6"	\$341.97		
		8"	*		
		10"	*		
	12"	*			
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	140% of water base rate			\$13.04.220
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	\$13.04.210
		Block 1	0 to 600	\$3.02	
		Block 2	601 to 1,200	\$3.34	
		Block 3	1,201 to 2,400	\$3.99	
		Block 4	2,401 & greater	\$5.24	
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet	\$13.04.210
		Block 1	0 to 500	\$3.02	
		Block 2	501 to 1,000	\$3.34	
		Block 3	1,001 to 2,000	\$3.99	
		Block 4	2,001 & greater	\$5.24	
	Water Monthly Consumption Rate – Non-Residential & within General Service Area	\$3.34 per each 100 cubic feet consumed (Block 2)			
	Water Monthly Consumption Rate – Irrigation & within the General Service Area	\$3.99 per each 100 cubic feet consumed (Block 3)			
	Water Fill Station Consumption Rate	\$5.24 per each 100 cubic feet consumed (Block 4)			
	Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)			\$13.04.220
	Sewer – Monthly City Wastewater Service Rate & within General Service Area	Type		Monthly Rate	\$13.08.160
Single-family		\$23.11 (1.0 ERU)			
Individual mobile home		\$23.11 (1.0 ERU)			
Residential Duplex		\$23.11 (1.0 ERU)			
Multifamily (>2 units)		\$16.18 (0.7 ERU)			
Sewer – Monthly City Wastewater Service Rate & within General Service Area	Mobile home (>2 units)		\$23.11 (1.0 ERU)	\$13.08.160	
	Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$23.11			
Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	140% of the sewer monthly operations & maintenance use			\$13.08.170	

2024 Table VII				
UTILITY RATES				
Water Resources & Sustainability	Sewer (continued)– Monthly LOTT Wastewater Service Charge	Type		Monthly Rate
		Single-family		\$46.37 (1.0 ERU)
		Individual mobile home		\$46.37 (1.0 ERU)
		Residential Duplex		\$46.37 (1.0 ERU)
		Multifamily (>2 units)		\$32.46 (0.7 ERU)
		Mobile home (>2 units)		\$46.37 (1.0 ERU)
Water Resources & Sustainability	Sewer – Monthly LOTT Wastewater Service Charge	Type	Monthly Rate	
		Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$46.37	
	Stormwater – Monthly Account Fee		\$2.10 on every developed property within the city limits	
	Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.	Unit Type		Charge
		Single-family residential		\$11.97*
		Each duplex-family		\$11.97*
	Stormwater - Monthly Service Charge	All other developed properties not defined as single-family residential and duplex family	\$11.97 x Gross Impervious Area/3,250 square feet	\$13.12.060
	Stormwater – Monthly Service Charge	All mobile residence communities	\$11.97 x 1,800 x available Residence Site / 3,250 feet + \$11.97 x Other Gross Impervious Area / 3,250 square feet	\$13.12.070

2023-2024 Proposed Utility Rates

Attachment D

	Tumwater			Olympia			Lacey		
	2023	Increase	2024	2023		2024	2023		2024
Water (900 CF)	\$36.63	4.8%	\$38.39	\$36.54	2.0%	\$37.27	\$40.32	5.3%	\$42.44
Sanitary Sewer (City)	\$21.84	5.8%	\$23.11	\$26.06	4.0%	\$27.10	\$27.63	9.5%	\$30.25
Sanitary Sewer (LOTT)	\$44.80	3.0%	\$46.14	\$44.80	3.0%	\$46.14	\$44.80	3.0%	\$46.14
Storm Drain	\$12.98	8.5%	\$14.08	\$16.92	6.5%	\$18.02	\$13.61	4.5%	\$14.22
Subtotal	\$116.25		\$121.72	\$124.32		\$128.53	\$126.36		\$133.05
Utility Tax	\$6.98	0.0%	\$7.30	\$15.54	0.0%	\$16.07	\$15.16	0.0%	\$15.97
Total Bill	\$123.23		\$129.02	\$139.86		\$144.60	\$141.52		\$149.02
+/- per month			\$5.79	+/- vs Tumwater		\$15.58	+/- vs Tumwater		\$20.00

TO: City Council
FROM: Brad Medrud, Planning Manager
DATE: November 21, 2023
SUBJECT: Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3

1) Recommended Action:

Approve the Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3.

2) Background:

The streaked horned lark, the Olympia pocket gopher, and the Oregon spotted frog were listed for protection under the federal Endangered Species Act (ESA) in 2013, 2014, and 2016, respectively. The Oregon vesper sparrow is not federally listed under the ESA yet, but it is anticipated to be listed in the future. All four species occur within the City.

Under the ESA, the U.S. Fish and Wildlife Service (USFWS) may issue an incidental take permit to private and public landowners to allow for limited “take” of these species. One of the requirements for an incidental take permit to be issued is that USFWS approve a habitat conservation plan.

Working together with the Port of Olympia, a large group of stakeholders, and consultants, the City is preparing the Bush Prairie HCP to identify appropriate mitigation for impacts to the three endangered prairie species, as well as the Oregon spotted frog. The HCP will allow City and Port operations and maintenance, as well as public and private development to occur in some areas frequented by endangered species, in exchange for the development of contiguous mitigation sites that offset any impacts.

The goal of the HCP is to allow responsible growth to occur in the City, as required under the state Growth Management Act, while providing superior species protection over what the ad-hoc, case-by-case federal permitting approach currently provides. It is the intent of the HCP to cover all development actions by private and public landowners that require municipal approvals.

The City and Port approved an Interlocal Agreement in 2016 to prepare the Bush Prairie HCP.

The proposed Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3 would extend the term of the Interlocal Agreement two years from the current expiration date of December 31, 2023 to December 31, 2025.

All other terms and conditions of the Interlocal Agreement modified by Amendment No. 3 would remain in full force and effect.

The General Government Committee was briefed on the proposed amendment on November 8, 2023 and recommended that it go forward to the City Council on the consent calendar at their November 21, 2023 meeting.

3) Policy Support:

Comprehensive Plan Conservation Element Goal C-1: Recognize the significant role played by natural features and systems in determining the overall environmental quality and livability of Tumwater.

Comprehensive Plan Conservation Element Policy C-2.16: Protect and preserve habitats for species, which have been identified as endangered, threatened, or sensitive by the state or federal government, giving "special consideration: to conservation or protection measures necessary to preserve or enhance anadromous fisheries.

4) Alternatives:

☐ None.

5) Fiscal Notes:

Work on this project is funded by federal grants and City general government funds.

6) Attachments:

A. Interlocal Agreement between the City of Tumwater and the Port of Olympia for the Bush Prairie Habitat Conservation Plan (HCP) Amendment No. 3

**THIRD AMENDMENT
TO
CITY OF TUMWATER/PORT OF OLYMPIA
INTERLOCAL AGREEMENT
FOR
HABITAT CONSERVATION PLAN
PREPARATION**

This Third Amendment ("Third Amendment") is dated effective this _____ day of _____, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and the PORT OF OLYMPIA ("PORT"), a Washington public port district.

A. The CITY and the PORT entered into an Interlocal Agreement dated effective November 1, 2016, whereby the parties agreed to prepare a Habitat Conservation Plan jointly ("Agreement").

B. The CITY and the PORT entered into the First Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated May 11, 2020, that extended the Agreement until December 31, 2021 ("First Amendment").

C. The CITY and the PORT entered into the Second Amendment to City of Tumwater/Port of Olympia Interlocal Agreement for Habitat Conservation Plan Preparation dated November 1, 2021, that extended the Agreement until December 31, 2023 ("Second Amendment").

D. Section 8 of the Agreement provided that the Agreement may only be amended by written agreement signed by the parties.

E. The CITY and the PORT desire to amend the Agreement to continue the activities described in Section 1 of the Agreement by extending the duration of the Agreement found in Section 2.

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

1. Duration.

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

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501
Debbie Sullivan, Mayor

PORT:

PORT OF OLYMPIA
606 Columbia Street NW
Olympia, WA 98501
Rudy Rudolph, Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

Karen Kirkpatrick
Tumwater City Attorney

Heather Burgess
Port Legal Counsel

TO: City Council
 FROM: Lisa Parks, City Administrator
 DATE: November 21, 2023
 SUBJECT: Amended Interlocal Agreement with Olympia, Lacey, & Thurston County Regarding Creation of a Public Facilities District Modification to Second Amendment

1) Recommended Action:

Approve the Second Amendment to the Amended ILA with Olympia, Lacey and Thurston County regarding creation of the Capital Area Regional Public Facilities District.

2) Background:

The cities of Olympia, Lacey, Tumwater, and Thurston County created a public facilities district ("PFD") known as the Capital Area Regional Public Facilities District by an *Interlocal Agreement for the Creation of a Public Facilities District for a Regional Center* dated June 26, 2002. This Interlocal Agreement has been amended three times since its implementation, once dated March 10, 2003, another dated August 25, 2004, and most recently dated July 12, 2006. The PFD has specifically funded the Hands on Children's Museum in Olympia and Lacey's Regional Athletic Complex ("RAC").

After the parties executed the most recent Amendment to the PFD Interlocal Agreement on July 12, 2006, the Washington State Legislature passed Engrossed House Bill 1201 (EHB 1201), Chapter 164, Laws of 2017 of the 65th Legislature, 2017 Regular Session, which became effective July 23, 2017. This bill amended RCW 82.14.390 and 82.14.485 by extending the timeline for imposing the tax to finance or refinance the construction, improvement, rehabilitation or expansion of the regional center and related parking facilities to 40 years after it was first collected. Prior to the legislative changes in EHB 1201, the tax expired 25 years after it was first collected, and it could not be used to refinance improvements or to rehabilitate or expand a regional center.

The proposed Modification to the PFD Second Amendment modifies the agreement to incorporate the Legislature's 2017 changes in EHB 1201 to RCW 82.14.390 and 82.14.485 to permit financing or refinancing of construction, improvements, rehabilitation, or expansion of the Hands on Children's Museum and the RAC in Lacey, and extends the time period for collection of the tax from when it was first collected.

The City Council was briefed on the second amendment to the amended ILA at the November 14, 2023, Council Work Session and recommended that it go forward on the consent calendar at their November 21, 2023 meeting.

3) Policy Support:

VISION | MISSION | BELIEFS

- Partnership | We work collaboratively with residents, businesses, and community organizations. We also actively partner with other jurisdictions to address regional, state, and even broader issues.
-

4) Alternatives:

- ☐ Do not approve the agreement.

5) Fiscal Notes:

The time period for collection of the tax will be extended from 25 years to 40 years from when the tax was first collected. Tax monies may be spent on improvements, rehabilitation, or expansion of the Hands on Childrens Museum and the RAC.

6) Attachments:

- A. Amended ILA with Olympia, Lacey, & Thurston County Regarding Creation of a Public Facilities District Modification to Second Amendment

**MODIFICATION TO SECOND AMENDMENT TO AMENDED INTERLOCAL
AGREEMENT REGARDING CREATION OF A
PUBLIC FACILITIES DISTRICT FOR
REGIONAL CENTERS**

THIS MODIFICATION to the Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers is made and entered into by and between the City of Olympia, a municipal corporation (hereafter “Olympia”), the City of Lacey, a municipal corporation (hereafter “Lacey”), the City of Tumwater, a municipal corporation (hereafter “Tumwater”), and Thurston County (hereafter “the County”). The term “Parties” shall refer to all parties to this modification. The term “Party” shall refer to a party to this modification.

WHEREAS, the Parties hereto previously entered into an Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers dated March 10, 2003, which Agreement was amended by Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers dated August 24, 2004;

WHEREAS, the Parties have previously determined that the Hands On Children’s Museum to be sponsored by Olympia should, together with the Lacey Area Athletic, Recreation, and Special Events Complex (commonly referred to as “the RAC”), constitute the Regional Centers under said Interlocal Agreement; and

WHEREAS, since the Parties executed the Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers on July 12, 2006, and said Agreement was recorded with the Thurston County Auditor under No. 3854338 on August 3, 2006, the Washington State Legislature passed Engrossed House Bill 1201 (“EHB 1201”), Chapter 164, Laws of 2017, of the 65th Legislature, 2017 Regular Session; and

WHEREAS, EHB 1201 became effective on July 23, 2017, following signature of Governor Jay Inslee and filing on May 4, 2017, as “An Act Relating to the taxing authority of public facilities districts; and amending RCW 82.14.390 and 82.14.485, and said legislation effects the Public Facilities District to whom the Parties previously entered into an Amended Interlocal Agreement; and

WHEREAS, EHB 1201 amended RCW 82.14.390 to provide in part that “[t]he tax imposed in this section expires when ~~((the))~~ bonds issued ~~((for))~~ to finance or refinance the construction, improvement, rehabilitation, or expansion of the regional center and related parking facilities are retired, but not more than ~~((twenty-five))~~ forty years after the tax is first collected”; and

WHEREAS, EHB 1201 also amended RCW 82.14.485 in part to read that the “. . . tax imposed in this section ~~((shall))~~ expires when ((the)) bonds issued ~~((for))~~ to finance or refinance the construction, improvement, rehabilitation, or expansion of the regional center and related parking facilities are retired, but not more than ~~((twenty-five))~~ forty years after the tax is first collected;

NOW THEREFORE, the Parties hereby agree to modify the Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers, as follows:

1. Modification. Lacey, Olympia, Tumwater, and the County, through their respective legislative bodies, agree to modify the terms of the Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers as provided in Paragraph 14 of the aforesaid Agreement, to incorporate the Legislature’s amendments in EHB 1201 to RCW 82.14.390 and 82.14.485.
2. Tax imposed for finance, refinance, construction, improvement, rehabilitation or expansion. RCW 82.14.390 and 82.14.485 currently provide that the “tax imposed in this section expires when bonds issued to finance or refinance the construction, improvement, rehabilitation, or expansion of the regional center and related parking facilities are retired, but not more than forty years after the tax is first collected.” The Parties hereby modify and amend their Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers to fully incorporate the legislative changes made by EHB 1201 to RCW 82.14.390 and 82.14.485 to permit financing or refinancing of construction, improvement, rehabilitation, or expansion of the Hands On Children’s Museum and the Lacey Area Athletic, Recreation, and Special Events Complex (“RAC”), and to extend collection of the tax to no more than forty (40) years after the tax was first collected.
3. All other terms remain in effect. All other terms of the Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers remain in full force and effect.
4. Counterparts and digital or electronic signature. This modification to the Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties may execute this agreement by digital or electronic signature, as permitted by law.
5. Effective date of modification. This modification shall become effective as of the date of the last Party’s signature below.

6. Filing of modification with County Auditor. A final, executed Modification To Second Amendment to Amended Interlocal Agreement Regarding Creation of a Public Facilities District for Regional Centers shall be filed by Olympia with the Thurston County Auditor as required by RCW 39.34.040.

CITY OF OLYMPIA

Steven J. Burney, City Manager
Dated_____

Approved as to form:

Mark Barber, City Attorney

CITY OF TUMWATER

Debbie Sullivan, Mayor
Dated_____

Approved as to form:

Karen Kirkpatrick, City Attorney

CITY OF LACEY

Rick Walk, City Manager
Dated_____

Approved as to form:

David Schneider, City Attorney

THURSTON COUNTY

Dated_____

Approved as to form:

Scott Cushing, Deputy Prosecuting
Attorney

TO: City Council
FROM: Shawn Crimmins, Assistant Fire Chief
DATE: November 21, 2023
SUBJECT: Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1

1) Recommended Action:

Authorize the Mayor to sign the Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1 with Thurston County Medic One.

2) Background:

The City of Tumwater and Thurston County Medic One entered into an Intergovernmental EMS Contract on January 1, 2023 to provide ALS service to the citizens of Thurston County. Section XIX of the Contract provided that any modification of the Contract be in writing and signed by both parties. The County and Agency desire to amend the Contract to provide for temporary EMT/Paramedic staffing procedures. Following a briefing, the agreement was recommended to Council for approval by the Public Health and Safety Committee.

3) Policy Support:

Strategic Priorities and Goals 2023-24: Provide and Sustain Quality Public Safety Services

4) Alternatives:

☐ Do not recommend approval

5) Fiscal Notes:

No fiscal impact.

6) Attachments:

A. Intergovernmental EMS Contract Advanced Life Support (ALS) Funding Amendment No. 1

INTERGOVERNMENTAL EMS CONTRACT
Advanced Life Support (ALS) Funding
Amendment No. 1

THIS First Amendment is made and entered into in duplicate originals this _____ day of _____, 2023, by and between the **COUNTY OF THURSTON**, a municipal corporation, hereinafter referred to as the "COUNTY" and the **CITY OF TUMWATER**, a municipal corporation, hereinafter referred to as the "AGENCY";

- A. The County and Agency entered into an Intergovernmental EMS Contract on January 1, 2023 ("Contract").
- B. Section XIX of the Contract provided that any modification of the Contract be in writing and signed by both parties.
- C. The County and Agency desire to amend the Contract to provide for temporary EMT/paramedic staffing procedures.

Now, therefore, in consideration of the mutual benefits and covenants contained herein, the parties agree to the following terms and conditions:

1. Combination EMT/Paramedic Staffing.

Section IV.U. of the Contract is amended as follows:

- 1. In the event that the AGENCY, or the COUNTY, is required to surge paramedic response capacity or maintain existing capacity due to unforeseeable circumstances for a limited period of time, the allowance for a single paramedic unit with EMT partner shall be granted for situations as defined in Thurston County Protocol (i.e. MCI, pandemic, extreme call volumes). This allowance does not apply to foreseeable staffing shortages by the AGENCY or the routine operations of seven (7) frontline paramedic response units. The AGENCY is encouraged to coordinate coverage with partner agencies in the event of non-surge, staffing shortfalls.
- 2. It is the expressed preference of the COUNTY that all contracted paramedic units be staffed 24 hours per day with dual-paramedic configuration in accordance with Exhibit A, paragraph 1. In the event unforeseeable circumstances arise as defined by IV.U, this will constitute the agreed upon process for staffing a unit with an EMT/paramedic configuration for a limited timeframe.
 - a. The AGENCY shall make all efforts to fill the open paramedic position with a Thurston County affiliated paramedic and in accordance with AGENCY labor agreements and/or cooperative interlocal agreements among other agencies who hold an active ALS contract with the COUNTY.
 - b. The AGENCY shall notify COUNTY prior to the implementation of any alternative staffing models with the Medic Unit affected, the timeframe the alternative model will be utilized, and the reason for alteration. Notification shall be made via phone/text to the ALS Program Manager, Director, or Medic One mainline in that order of preference. Lack of contact shall not preclude implementation of the alternative staffing model. A follow-up communication will be sent to the ALS Program Manager and copying the Director at the earliest convenient time.
 - c. "Medic Units" are defined as dual-paramedic staffed units and any units with a

combination staffing of EMT/paramedic shall be constituted as "Aid Units".

- d. The Medic Unit that is not fully staffed shall be marked Out of Service (OOS) in CAD (dispatching software), and the replacement Aid Unit shall cover the Medic Zone of the unit marked OOS.
- e. Any EMT/paramedic Aid Unit shall be staffed in the same physical location as the Medic Unit the Aid Unit is replacing.
- f. The COUNTY authorizes the use of primary Medic Unit at said location to be utilized for the purposes of said Aid Unit staffing and waives the \$25/day fee stated in I.C.2.
- g. For the purpose of this Agreement, "Thurston County Protocol" within the 2023-2025 ALS Contract shall be defined to include Thurston County Protocols, as well as MPD policies and procedures.

2. Full Force and Effect.

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

Dated the effective date set forth above.

CITY OF TUMWATER

BOARD OF COUNTY COMMISSIONERS

Debbie Sullivan
Mayor

Director, Ben Miller-Todd
THURSTON COUNTY EMERGENCY SERVICES

ATTEST:

ATTEST:

Melody Valiant, City Clerk

Clerk of the Board

APPROVED AS TO FORM:

JON TUNHEIM
PROSECUTING ATTORNEY

By: Karen Kirkpatrick, City Attorney



By: Rick Peters, Deputy Prosecuting Attorney

TO: City Council

FROM: Patrick Soderberg, Water Resources and Sustainability Program Manager

DATE: November 21, 2023

SUBJECT: Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield Development Project Amendment 2

1) Recommended Action:

Approve and authorize the Mayor to sign the Second Amendment of the Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield development project. This amendment was recommended for approval at the November 9, 2023 Public Works Committee meeting.

2) Background:

The Cities of Tumwater, Olympia, and Lacey jointly acquired the infrastructure and water rights for the Brewery Wellfield and intend to reactivate and develop the wellfield for municipal use. Each city's share is one-third of the total water right. The City of Tumwater aims to proceed with developing its portion of the water rights for municipal use. In addition, Tumwater will include production from its existing water rights acquired from the Tumwater Valley Golf Course. In 2018, RH2 Engineering was selected to assist the City in designing the system, permitting, water right conversion, construction oversight and consultation, and operational assistance.

This is proposed as a three-phased project, with Phase I including preliminary design and engineering work, project management, partner coordination, a pipeline alignment study, exploratory drilling, water quality analysis, a pilot water quality study that includes a treatment analysis for up to three water sources, and project report preparation for the Washington State Department of Health.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability
#11 – Ensure ample water supply.

4) Alternatives:

☐ Reject the amendment and resolicit the contract.

5) Fiscal Notes:

Amendment No. 2 adds \$290,230.00 to the cost to complete Phase I of the contract. This amendment includes the potential to run water quality analyses on up to 3 water sources (each test is \$50,521). The total cost of Phase I of the project is not expected to exceed \$705,230.00. This project is included in the Capital Facilities Plan for Water (WA-2).

6) Attachments:

- A. Service Provider Agreement with RH2 Engineering Inc. for the Brewery Wellfield Development Project Amendment 2
- B. Original Agreement

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
BREWERY WELLFIELD DEVELOPMENT**

This Second 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 RH2 ENGINEERING INC., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 26, 2018 and First Amendment dated April 8, 2021, whereby the SERVICE PROVIDER agreed to provide design services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to expand the scope of services described in Section 1 of the Agreement, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for performing the expanded services during the extended term.

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the expanded services described in Exhibit "A-1" Scope of Work, Exhibit "B-1" Fee Estimate, Exhibit C-1

Second Amendment to Service Provider Agreement - Page 1 of 3
Brewery Wellfield Development with RH2 Engineering Inc.

Schedule of Fees, and Exhibit D-1 Wellfield Development Budget Summary, during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount of TWO HUNDRED NINETY THOUSAND TWO HUNDRED THIRTY and ZERO/100 Dollars (\$290,230.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, and this Second Amendment shall be an amount not to exceed SEVEN HUNDRED FIVE THOUSAND TWO HUNDRED THIRTY and ZERO/100 Dollars (\$705,230).

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
RH2 Engineering Inc.
22722 29th Drive SE Suite 210
Bothell, WA 98021
Tax ID #: 91-1108443
Phone Number: 425-951-5400

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington)
) ss
County of)

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

Dated:

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

C2018-016

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

BREWERY WELLFIELD DEVELOPMENT

THIS AGREEMENT is made and entered into in duplicate this 26th day of January, 2018, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and RH2 ENGINEERING, a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

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

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

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

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

1. **SCOPE OF SERVICES.**

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

2. **TERM.**

The Project shall begin no earlier than **January 8, 2018**, and shall be completed no later than **January 31, 2021**. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **FOUR HUNDRED FIFTEEN THOUSAND DOLLARS AND NO CENTS (\$415,000.00)** as described in attached Exhibits "A" and "B".

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 pay period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within approximately thirty (30) days thereafter.

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 reimbursement 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.

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 \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

3. Professional Liability insurance written on an occurrence basis with limits of no less than \$1,000,000 per claim, and \$1,000,000 policy

aggregate limit.

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

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, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. 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, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501



PETE KMET
Mayor

SERVICE PROVIDER:

RH2 Engineering, Inc.
Address: 29125 29th Dr. SE, Ste. 210
City/State/Zip: Bothell WA 98021
Tax ID #: 91-1108443
Phone Number: 425.951.5400



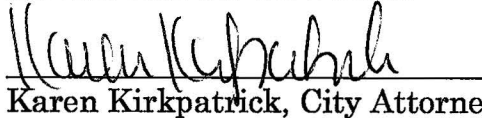
Signature (Notarized – see below)
Printed Name: Richard L. Ballard
Title: Director

ATTEST:



Melody Valiant, City Clerk

APPROVED AS TO FORM:

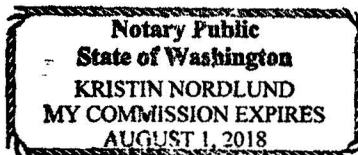


Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF ~~THURSTON~~ Innomish

I certify that I know or have satisfactory evidence that Richard L. Ballard (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 Director (title) of RH2 Engineering, Inc. (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: 1/19/18



Notary Public in and for the State of Washington,
My appointment expires: 8/1/18

EXHIBIT A
Scope of Work
City of Tumwater
Brewery Wellfield Development
Phase 1
January 2018

Background

The Cities of Tumwater, Olympia, and Lacey (Cities) jointly acquired the infrastructure and water rights for the Brewery Wellfield (wellfield) and intend to reactivate and develop the wellfield for municipal use. The water rights associated with the wellfield authorize a maximum instantaneous combined flow rate of 6,515 gallons per minute (gpm) and an annual combined withdrawal of 2,283.53 acre-feet per year (afy). Each city's share of the rights is one-third of the total water right or approximately 2,171 gpm and 761 afy.

Prior work performed by RH2 Engineering, Inc., (RH2) for the Cities identified different planning horizons for each city to reactivate its respective share of the Brewery Wellfield water rights. For this reason, the Cities have agreed that the City of Tumwater (City) will proceed with the first incremental development of its wellfield and water rights.

The City intends to proceed with reactivating its portion of the water rights for municipal use and transfer its existing irrigation water rights for the Tumwater Valley Golf Course wells to municipal use.

RH2 will perform the services described up to the amounts included in the attached Fee Estimate. If additional effort is needed, that extra work will be mutually determined by the City and RH2. RH2 will use as-is and rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work.

Project Phasing

RH2 proposes to accomplish the project in phases, as the understanding of the water quantity and water quality of the wells develops with each phase. Phase 1 (this Scope of Work) includes feasibility studies, evaluation of deep groundwater conditions, and preliminary design. Phase 2 (final design) and Phase 3 (services during construction) will be scoped after the completion of Phase 1. The preliminary outlines of Phases 2 and 3 are included in the task list that follows.

This Scope of Work includes:

- **PHASE 1 – PRELIMINARY DESIGN**
 - Task 1 – Project Management
 - Task 2 – Partner Coordination
 - Task 3 – Well No. 39 Rehabilitation
 - Task 4 – Pipeline Alignment Study
 - Task 5 – Exploratory Well Drilling
 - Task 6 – Water Quantity Analysis

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- Task 7 – Pilot Study, Data Acquisition, and Treatment Analysis
- Task 8 – Engineering Geology Investigation
- Task 9 – Treatment Plant and Well Pump Preliminary Design
- Task 10 – Washington State Department of Health Project Report Preparation

Future tasks for Phases 3 and 4 may include:

- **PHASE 2– FINAL DESIGN, PERMITTING, AND SERVICES DURING BIDDING**
 - Task 11 – Golf Course Water Rights Conversion
 - Task 12 – Site Design
 - Task 13 – Well Pump Design
 - Task 14 – Treatment Plant Structural Design
 - Task 15 – Mechanical Design
 - Task 16 – Electrical, Instrumentation, and Control Design
 - Task 17 – Bid Documents and Engineer’s Estimate
 - Task 18 – Quality Assurance and Quality Control
 - Task 19 – Permitting
 - Task 20 – Services During Bidding
- **PHASE 3 – SERVICES DURING CONSTRUCTION**
 - Task 21 – Pre-construction Assistance
 - Task 22 – Document Review and Construction Phase Consultation
 - Task 23 – On-site Construction Observation
 - Task 24 – Startup and Testing Observation
 - Task 25 – Record Drawings
 - Task 26 – Operations Assistance

Project Approach

Task 1 – Project Management

Objective: Manage the project work elements to control costs, maintain schedule, and provide deliverables appropriate to the goals and completion schedule for the project. It is the responsibility of RH2 to manage RH2’s project team. RH2 will maintain frequent client communications, including phone calls and emails, in addition to progress meetings.

Approach:

- 1.1 Manage RH2 Project Team – Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate disciplines and implement a quality assurance and quality control (QA/QC) plan to complete this Scope of Work in close coordination with City staff.

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- 1.2 Maintain RH2 Project Documentation – Verify that the information generated by RH2 and RH2's subconsultants during the project is documented and retained in project files.
- 1.3 Prepare Monthly Invoices and Progress Reports – Prepare monthly invoices, budget status summaries, and updated progress reports, and coordinate progress scheduling.
- 1.4 Attend Coordination Meetings – Prepare for and attend coordination meetings with City staff. Prepare meeting agendas and minutes for the meetings. *It is anticipated that the RH2 project manager and the City's project manager will need to meet to discuss various items not covered in the preliminary design milestone meetings in this Scope of Work. Two (2) coordination meetings are assumed for this Scope of Work, in addition to the ones covered in other task items.*
- 1.5 Prepare and Update Project Schedule – Create, maintain, and update the project design schedule. Monitor, modify, and update the project schedule each month or as needed to determine potential impacts of proposed changes. Adjust the duration, predecessor and successor relationships, constraints, linkages, deliverable descriptions and dates, reviews, percent completes, milestones, critical path, and task completion dates to reflect the project status and any revisions made to this Scope of Work.

RH2 Deliverables:

- Attendance at kick-off meeting. Meeting notice, agenda, and minutes in electronic PDF format.
- Monthly invoices and progress reports.
- Attendance at up to two (2) coordination meetings. Meeting agendas and minutes in electronic PDF format.
- Project schedule updates as needed in electronic PDF.

Task 2 –Coordination with Lacey and Olympia

Objective: Coordinate with the Cities of Lacey and Olympia as necessary to confirm acceptance of the wellfield development recommendations and communicate the City's progress with developing its share of the water right.

Approach:

- 2.1 Coordinate with Lacey and Olympia – Communicate the City's plan and progress with the first increment of the Brewery Wellfield development with the Cities of Lacey and Olympia.

Assumptions: *The Cities of Lacey and Olympia have already agreed with the City's preliminary plan to proceed with the first increment.*

Task 3 – Well No. 39 Rehabilitation

Objective: Rehabilitate Well No. 39 to improve well efficiency. This task will be accomplished by Shannon & Wilson and Holt Services as subconsultants to RH2, with RH2's oversight.

Approach:

- 3.1 Rehabilitate Well No. 39 – Subcontract and coordinate with Holt Services and Shannon and Wilson to rehabilitate Well No. 39, including well rehabilitation, post-rehabilitation performance testing, and post-rehabilitation video inspection of Well No. 39. Well rehabilitation will consist of mechanical brushing of the well casing and well screen; use of focused well impulse technology to loosen material

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adhered to well screen and aquifer formation; focused groundwater pumping from zones of well screen to remove dislodged material; and removal of accumulated sediment from bottom of well.

- 3.2 Post-Rehab Testing Well No. 39 – Subcontract and coordinate with Holt Services to conduct step-rate pumping test and constant rate testing. Direct Holt Services to provide and install temporary test pump capable of 1,000 gpm flow, provide generator, discharge piping, and flow meter. RH2 will prepare an HPA permit for water discharge into nearby culvert connected to Deschutes River. RH2 will direct and observe pumping tests.
- 3.3 Prepare Technical Memorandum – Compare pre- and post-rehabilitation well efficiency testing and video logs, and summarize post-rehabilitation changes to well efficiency in a technical memorandum.

Assumptions: *Water discharged during well rehabilitation will be directed into a nearby topographic depression, 20 feet east of the well. The Well No. 39 pumping test and well video inspection, from September 2012, will be used as the pre-rehabilitation baseline. Water discharged during pumping test will be directed into nearby culvert, approximately 450 feet southeast of the well.*

Provided by City:

- Access to well building and coordination with Tumwater Parks and Recreation Department.

RH2 Deliverables:

- Two (2) hard copies, and one (1) PDF file of the final well rehabilitation technical memorandum to the City, as well as one (1) DVD of the video inspection.

Task 4 – Pipeline Alignment Study

Objective: Analyze alternatives and recommend preferred pipeline alignments from the well sources to the proposed treatment plant location. Determine how to convey raw water across the Deschutes River, if necessary.

Approach:

- 4.1 Prepare Pipeline Alignment Study – Prepare up to two (2) pipeline alignments from Well No. 39, irrigation wells, and any new wells to the proposed treatment plant location. Alignment will be prepared using aerial views and existing construction records information. Prepare conceptual cost estimate for each alignment alternative. Meet with the City to discuss preliminary alignments.
- 4.2 Analyze Deschutes River Crossing – Analyze pipe crossing alternatives for the Deschutes River, which include installing pipe on the existing bridge, constructing a new pipe bridge, and directional drilling under the river. The condition of the existing bridge will be evaluated for compliance with existing codes for seismic criteria.
- 4.3 Prepare Technical Memorandum – Prepare a technical memorandum summarizing the study. The proposed future water main alignment and site survey will be based on the recommendations in the technical memorandum.

Provided by City:

- Construction records for utilities within the golf course (if available).
- Construction records for the existing bridge (if available).

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RH2 Deliverables:

- Two (2) hard copies and one (1) PDF file of the final pipeline alignment alternative technical memorandum.

Task 5 – Exploratory/Production Well Drilling

Objective: Drill one (1) well and evaluate potential yield and water quality of the aquifer at that location.

Approach:

- 5.1 Prepare Well Drilling Plans and Specifications – Confirm City preferences for drilling a small diameter exploratory well or a larger diameter production well. Identify the preferred test well location, drilling approach, and drilling depth. Prepare plans and specifications for contractor solicitation, and receipt of bids from well drillers for construction and testing of an exploration well. Meet with the Thurston County Department of Health to inspect the site for well siting approval.
- 5.2 Observe Well Construction – Observe well construction. Design screen assembly and well completion. Observe well development. Observe surface seal placement.
- 5.3 Observe Well Testing – Observe well testing. Measure water levels (or pressures) in pumping well and two (2) nearby existing wells. Periodically measure field water quality parameters. Collect water quality samples for laboratory analysis.
- 5.4 Prepare Report – Prepare a well construction and testing report summarizing the findings of subtasks 5.2 and 5.3. Estimate the potential combined yield of groundwater from Well No. 39, a new wellfield, and City irrigation wells.

Assumptions: *The City will contract and pay for well drilling services and laboratory testing fees directly.*

Provided by City:

- Coordination with Tumwater Parks and Recreation Department for access to and work on the golf course.
- Coordination with City-approved laboratory for sample containers, laboratory analysis, and direct invoicing of the City.

RH2 Deliverables:

- One (1) PDF file of the Plans, specifications, and engineer's estimate for well drilling and testing.
- One (1) PDF file of the draft report to the City for review and comment.
- Two (2) hard copies and one (1) PDF file of the final report.

Task 6 – Water Quantity Analysis

Objective: Perform hydraulic analyses for well pump selection.

Approach:

- 6.1 Evaluate Well Pumping Capacity – Evaluate well pump options and limitations to determine the pumping capacity for Well No. 39 and any new well(s) based on preliminary hydraulic calculations. *This evaluation will determine the design flow rate of the wellfield, up to the City's targeted flow rate of 2,171 gpm. The relatively small diameter of Well No. 39 may limit its pumping capacity. The number*

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of any additional wells needed to obtain the entire instantaneous quantity would be determined based on the results of Tasks 5 and 6.

- 6.2 Attend Water System Operations Meeting – Meet with the City’s operations staff to identify overall water system operations and current operational accuracy of the water system’s hydraulic model. *This understanding will support that the results of the hydraulic modeling effort are representative of how the City’s system operates.*

Assumptions: *The City will coordinate with other consultant that is currently updating the City’s Water System Plan to perform the hydraulic modeling to accommodate the wells into the City’s water system.*

Provided by City:

- Hydraulic analysis results for well pump sizing.
- Meeting with operations staff to review accuracy of the hydraulic water model.

RH2 Deliverables:

- Two (2) hard copies and one (1) PDF file of the technical memorandum regarding hydraulics and initial pump selection.

Task 7 – Pilot Study, Data Acquisition, and Treatment Analysis

Objective: Perform a pilot study and acquire data on the existing well water quality. Evaluate different filtration methods and perform pH adjustment and disinfection analyses. Prepare a pilot study report and provide the City with treatment analysis findings.

Approach:

- 7.1 Collect and Review Data – Collect and review existing data on the water system and pertinent utilities/facilities serving the well site(s).
- 7.2 Perform Preliminary Filtration Alternatives Analysis – Prior to the pilot study, perform a planning-level evaluation to narrow the final options for filtration alternatives. This task will start with visits to other purveyors’ systems with City staff to view up to four (4) different existing filtration plants. The evaluation will include planning-level, full-scale filter sizing and space requirements, operator certification criteria, and capital and operating costs. RH2 will document the ancillary chemical feed systems and prepare a preliminary process and instrumentation diagram (P&ID). A decision matrix will be prepared based on the planning-level capital and operating costs, City preferences, and other criteria. The top two (2) filtration alternatives will be selected for proceeding to a pilot study.
- 7.3 Perform Pilot Study and Bench Scale Testing
- i) Initial Setup – The source wells naturally flow due to artesian pressure and the wells may be controlled to discharge at a rate of 20 gpm to support the pilot study. Coordinate with the City to install temporary fencing for site security at the area(s) where the pilot plant equipment will be temporarily located.
 - ii) Bench Scale Testing – Collect additional well raw water samples for raw water and bench scale testing. Test for pH (in field), iron, manganese, and ammonia. Additional raw water samples will be sent to a water quality testing laboratory (lab) to completely characterize raw water quality and potential impacts on proposed treatment. Perform bench scale testing to determine chlorine

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dose to satisfy demands. Analyze the pH of the well(s) and determine chemical feed to increase pH to the levels currently found in the City's distribution system, if needed, for corrosion control.

- iii) Pilot Scale Testing – Operate at least two (2) pilot plant filter columns in parallel to test the preferred filtration alternatives. Sodium hypochlorite will be fed upstream of the filters for both oxidation and disinfection. Analyze the filter backwash water to determine the feasibility of recycling clarified water back for treatment. Analyze the compositions of the settled backwash wastewater to determine appropriate disposal.

Subcontract with Confluence Engineering Group, LLC (Confluence) to perform pilot study testing on one (1) Brewery Well and a blend of two (2) well waters. Confluence will provide the pilot filter columns, chemical feed systems, filter media, and instrumentation for the study. A Confluence technician will conduct the bench scale testing and daily pilot plant operations, water quality analyses, and data collection. Upon completion of the pilot study testing, Confluence will complete a pilot study report. *It is assumed that Confluence will only perform pilot testing at one (1) well. If the results of the bench scale or pilot tests warrants pilot testing for additional wells, then a contract amendment will be made at that time.*

RH2 will provide one (1) staff member to assist Confluence with pilot study equipment setup and teardown. RH2 will also provide additional pilot study planning and coordination with the City and Confluence.

Note that most water quality analyses will be conducted using equipment on-site. However, some water quality analyses must be sent to a lab. This will be determined during the pilot study task.

- 7.4 Review Pilot Study Report – Review Confluence's pilot study report to ensure its completeness. This report will include an analysis of bench scale and pilot testing results and laboratory data, and a summary of findings. The report will include documentation of the approach and equipment used in the pilot study; summary of the results; analysis of the data; and conclusions and recommendations for the treatment processes. Provide the City with a 90-percent draft pilot study report for review and comment.
- 7.5 Attend Pilot Study Meeting – Prepare for and attend one (1) meeting with the City to discuss the pilot testing City review comments regarding the pilot study report. Finalize the pilot study report for inclusion as a chapter in the project report that will be submitted to the Washington State Department of Health (DOH).
- 7.6 Complete Filtration Alternatives Analyses – Complete the analyses of the top two (2) preferred alternatives for filtration using the results of the pilot study to modify the capital and operating costs. Present final recommendation to the City for review and approval.
- 7.7 Evaluate pH Adjustment – Evaluate the need for pH adjustment of the well water using data collected in the bench scale testing and the City's existing water source quality and treatment objectives for pH adjustment. Analyses will include the use of the RTW® model to predict the corrosivity of the well water and compare it to the City's distribution system. If pH adjustment is found to be necessary, design criteria will be prepared for dosing, tank sizing, and metering pump sizing.
- 7.8 Size Disinfection System – Size the proposed bulk 12.5-percent liquid sodium hypochlorite disinfection feed system based on bench scale and pilot study testing chlorine dose recommendations. Include planning-level chlorine storage and feed system equipment selection; mechanical room layout;

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provisions necessary to meet International Building and Fire Codes, and other required regulations; and capital and operating costs. Summarize the disinfection system and review with the City.

Assumptions:

- *The additional lab fees are unknown at this time; therefore, they are not included in this agreement and shall be paid by the City directly.*
- *The City will provide the temporary pumping and power supply systems and the site fencing to supply water, power, and security for the pilot plant. It is estimated that this will be needed for at least a two (2)-week duration.*
- *No formal taste and odor testing will be conducted. City staff will visit the site periodically while the pilot testing is in progress to verify that the water is acceptable.*
- *Pilot study water will be dechlorinated, volumetrically controlled, and discharged to the existing storm system.*

Provided by City:

- Data and documents as requested.
- Direct payment of all lab fees.
- Direct contracting and payment for temporary well pump, power supply, and fencing for the pilot study.
- Personnel for site visits and periodic taste and odor sampling of the pilot study water.

RH2 Deliverables:

- One (1) 90-percent pilot study report for City review and comment in electronic PDF.
- Two (2) hard copies and one (1) PDF file of the final pilot study report and recommendation on water treatment methods.

Task 8 – Engineering Geology Investigation

Objective: Collect and evaluate engineering geology data to complete the design and support construction of the well pump station and treatment plant.

Approach:

- 8.1 Compile and Review Background – Compile and review available documents describing the local geology at the project sites. Data will include plat development as-builts, geotechnical reports, and other City-provided information, as well as geologic maps, soil maps, and drillers' logs from public and private sources.
- 8.2 Perform On-site Engineering Geology Investigation – An engineering geology investigation will be performed to observe, characterize, and document earth materials and groundwater conditions at the well pump stations and treatment plant, and identify potential geologic hazards. RH2 will direct and observe the excavation of test pits at the well pump station and treatment plant sites to help determine and identify the characteristics of existing native earth and fill materials that are critical to the design process. *Four (4) test pits are assumed, and their locations will be included in the site survey. If field investigations reveal unanticipated geologic or hydrogeologic conditions that could have a significant impact on the design or construction of the well pump station and water treatment*

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facility, additional exploration and authorization may be necessary. It is assumed that the City will provide a backhoe and operator for the test pit excavation. Soil laboratory services will be subcontracted by RH2 to analyze geotechnical properties of representative soil samples collected during the investigation.

- 8.3 Prepare Engineering Geology Report – Prepare an engineering geology report that summarizes the geological and shallow groundwater conditions at the project sites. Provide recommendations for the design and construction of the various facility alternatives, the well pump station and associated piping, and to support drilling contractor bids. The report will describe geologic hazards at the project sites and potential mitigation alternatives to meet Thurston County and City critical areas evaluation requirements. The report will include a site map, boring logs, test pit logs, soil lab reports, and site investigation photographs.

Provided by City:

- Data as requested.
- Backhoe and operator for test pit digging.

RH2 Deliverables:

- Subcontracting a licensed driller for borings.
- Subcontracting for soil laboratory services.
- Three (3) hard copies and one (1) electronic copy (PDF) of the final engineering geology report.

Task 9 – Treatment Plant and Well Pump Preliminary Design

Objective: Develop preliminary floor plan, mechanical, treatment equipment, electrical, and telemetry layouts for the proposed treatment plant.

Approach:

- 9.1 Develop Preliminary List for Design Criteria – Develop design criteria with the pertinent information for the well and treatment plant design, including structural, mechanical, appurtenances, chemical feed, electrical, and controls.
- 9.2 Evaluate Treatment Process Residuals Disposal Analysis – Evaluate up to three (3) backwash water handling and disposal options. Provide expected water quality and quantity of the wastewater to be discharged to the City's sewer system so that the City can analyze and confirm it will be acceptable. Provide a recommendation for review and approval by the City.
- 9.3 Prepare Preliminary Site Design – Prepare a preliminary site plan that identifies the proposed utility requirements, the building footprint, access road, and other site appurtenances.
- 9.4 Prepare Preliminary Building Layout – Prepare a preliminary treatment building layout, including a well pump station room, booster pump room (if necessary), a chemical room, and a filter vessel room, which would include electrical and control equipment. *It is assumed that the building will be a one-story, above-grade, rectangular structure with concrete masonry unit (CMU) walls and a wood truss/metal clip rib roof.*
- 9.5 Prepare Preliminary Mechanical Sizing and Layout – Prepare the preliminary mechanical design, including piping layouts and minor mechanical equipment sizing, for the treatment plant and well pump. Select equipment for the chemical storage and feed systems and prepare a preliminary layout.

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It is assumed that chemicals will include bulk sodium hypochlorite and possibly a pH adjustment system.

- 9.6 Prepare Preliminary Electrical and Control Design – Calculate the preliminary electrical power supply requirements and backup power supply requirements. Develop an electrical one-line diagram identifying the electrical equipment and interconnections between the equipment. Identify electrical and control equipment size and include in the preliminary building layout.
- 9.7 Attend Control System Integrator Meeting – Meet with the City and its control system integrator to discuss control and telemetry requirements and develop preliminary telemetry plans.
- 9.8 Prepare Estimates and Schedule – Prepare a preliminary construction cost estimate based on the extent of the improvements. Identify annual operational and maintenance considerations and associated costs. Prepare overall project schedule.
- 9.9 Attend Treatment and Pump Station Preliminary Design Meeting – Meet with the City to discuss the preliminary floor plan, mechanical, treatment equipment, electrical, and telemetry layouts for the treatment plant and pump station. Revise plans based on input from the meeting.

Provided by City:

- Review of the anticipated wastewater discharge quality and comments on the acceptability of the handling and disposal options.
- One (1) set of 30-percent plans and preliminary design documents with City red-lined markups. *It is assumed the City will require a three (3)-week review period.*

RH2 Deliverables:

- Attendance at control system integrator meeting.
- Preliminary cost estimates and schedule in electronic PDF.
- Two (2) hard copy sets and one (1) PDF copy of the 30-percent preliminary site, treatment plant, and well pump drawings and preliminary design documents. Each hard copy set will include one (1) half-size color (11-inch by 17-inch) and one (1) full-size color (22-inch by 34-inch) print of each drawing.
- Attendance at preliminary design review meeting.

Task 10 – DOH Project Report Preparation

Objective: Prepare a project report based on applicable Washington Administrative Code requirements for the following project elements: well pump station; treatment system; reservoir; and booster pump station. The project report will document the project background and objectives, the sizing analyses of the mechanical and chemical equipment, and the results and recommendations for the facilities. Submit the project report to DOH. If necessary, respond to DOH review comments by letter.

Approach:

- 10.1 Prepare Project Report – Prepare the project report summarizing predesign information and documenting project design criteria based on identified alternatives. Prepare preliminary operations requirements and discussions, and certification required for the proposed system.

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- 10.2 Conduct Internal QA/QC – Conduct an internal review and provide two (2) hard copies of a draft project report to the City for review.
- 10.3 Attend Project Report Meeting with City – Meet with the City to discuss the project report and required edits. Complete final edits to the report.
- 10.4 Respond to DOH Comments – Submit the project report to DOH. Compose a letter responding to review comments from DOH, if necessary.

Assumptions: *It is assumed that there will be only one (1) round of review comments from DOH.*

RH2 Deliverables:

- Two (2) hard copies and one (1) PDF file of the draft report to the City for review and comment.
- Attendance at meeting to discuss project report.
- Two (2) hard copies and one (1) PDF file of the final report to the City, and two (2) hard copies to DOH.

EXHIBIT B

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Phase 1

Fee Estimate

Description	Staff Engineer	Staff Engineer	Staff Engineer	Staff Engineer	Electrical Project Engineer	Structural Engineer	Treatment Project Engineer	Project Engineer	Water Right Specialist	Principal Hydrogeologist	Treatment Manager	Electrical Manager	Project Manager	Principal	Administrative Support
Classification	Professional I	Professional I	Professional I	Professional II	Professional IV	Professional IV	Professional IV	Professional V	Professional V	Professional VII	Professional VII	Professional VII	Professional VI	Professional VI	Professional VI
Task 1 Project Management	-	-	-	-	-	-	34	-	34	2	-	-	48	40	8
1.1 Manage R&D Project Team	-	-	-	-	-	-	-	-	-	-	-	-	12	12	-
1.2 Maintain R&D Project Documentation	-	-	-	-	-	-	2	-	2	2	-	-	-	4	8
1.3 Prepare Monthly Invoices and Progress Reports	-	-	-	-	-	-	-	-	-	-	-	-	16	8	-
1.4 Attend Coordination Meetings	-	-	-	-	-	-	12	-	12	-	-	-	12	12	-
1.5 Prepare and Update Project Schedule	-	-	-	-	-	-	-	-	-	-	-	-	8	4	-
Task 2 Partner Coordination	-	-	-	-	-	-	-	-	8	-	-	-	2	8	-
2.1 Coordinate with Partners	-	-	-	-	-	-	-	-	8	-	-	-	2	8	-
Task 3 Well No. 89 Rehabilitation	-	-	-	-	-	-	-	-	48	20	-	-	2	6	4
3.1 Rehabilitate Well No. 89	-	-	-	-	-	-	-	-	18	4	-	-	2	2	-
3.2 Post Rehab Well Test	-	-	-	-	-	-	-	-	18	8	-	-	-	2	-
3.3 Prepare Technical Memorandum	-	-	-	-	-	-	-	-	12	8	-	-	-	2	4
Task 4 Pipeline Alignment Study	-	16	40	-	-	12	-	32	-	-	-	-	16	8	4
4.1 Prepare Pipeline Alignment Study	-	-	24	-	-	-	-	20	-	-	-	-	8	4	-
4.2 Analyze Describes River Crossing	-	16	-	-	-	8	-	4	-	-	-	-	4	2	-
4.3 Prepare Technical Memorandum	-	-	16	-	-	8	-	8	-	-	-	-	4	2	4
Task 5 Exploratory/Production Well Drilling	-	-	-	-	-	-	-	8	72	88	-	-	2	6	12
5.1 Prepare Well Drilling Plans and Specifications	-	-	-	-	-	-	-	8	8	16	-	-	2	2	8
5.2 Observe Well Construction	-	-	-	-	-	-	-	-	24	16	-	-	-	-	-
5.3 Observe Well Testing	-	-	-	-	-	-	-	-	24	12	-	-	-	-	-
5.4 Prepare Report	-	-	-	-	-	-	-	-	16	12	-	-	-	4	4
Task 6 Water Quantity Analysis	-	-	-	-	-	-	-	32	-	-	-	-	12	12	-
6.1 Evaluate Well Pumping Capacity	-	-	-	-	-	-	-	16	-	-	-	-	4	4	-
6.2 Attend Water System Operations Meeting	-	-	-	-	-	-	-	16	-	-	-	-	8	8	-
Task 7 Pilot Study, Data Acquisition, and Treatment Analysis	-	-	-	-	-	-	88	-	-	-	20	-	4	4	8
7.1 Collect and Review Data	-	-	-	-	-	-	8	-	-	-	4	-	-	-	-
7.2 Perform Preliminary Filtration Alternatives Analysis	-	-	-	-	-	-	16	-	-	-	4	-	2	2	-
7.3 Perform Pilot Study and Bench Scale Testing	-	-	-	-	-	-	12	-	-	-	2	-	-	-	-
7.4 Review Pilot Study Report	-	-	-	-	-	-	8	-	-	-	2	-	-	-	-
7.5 Attend Pilot Study Meeting	-	-	-	-	-	-	8	-	-	-	2	-	-	-	-
7.6 Complete Filtration Alternatives Analysis	-	-	-	-	-	-	12	-	-	-	2	-	2	2	2
7.7 Evaluate pH Adjustment	-	-	-	-	-	-	12	-	-	-	2	-	-	-	2
7.8 Size Diversion System	-	-	-	-	-	-	12	-	-	-	2	-	-	-	2
Task 8 Engineering Geology Investigation	-	-	-	-	-	-	-	-	-	36	-	-	-	-	4
8.1 Compile and Review Background Data	-	-	-	-	-	-	-	-	-	4	-	-	-	-	-
8.2 Perform On-site Engineering Geology Investigation	-	-	-	-	-	-	-	-	-	16	-	-	-	-	-
8.3 Prepare Engineering Geology Report	-	-	-	-	-	-	-	-	-	16	-	-	-	-	4
Task 9 Treatment Plant and Well Pump Preliminary Design	64	16	56	44	20	-	68	62	-	-	6	18	54	28	-
9.1 Develop Preliminary List for Design Criteria	-	-	-	-	2	-	4	4	-	-	-	1	2	2	-
9.2 Evaluate Treatment Process Residuals Disposal Analysis	-	-	-	-	-	-	24	4	-	-	4	-	4	2	-
9.3 Prepare Preliminary Site Design	-	-	48	-	-	-	-	16	-	-	-	-	8	8	-
9.4 Prepare Preliminary Building Layout	-	16	-	-	-	-	-	8	-	-	-	-	8	4	-
9.5 Prepare Preliminary Mechanical Sizing and Layout	32	-	-	-	-	-	16	16	-	2	-	-	12	4	-
9.6 Prepare Preliminary Electrical and Control Design	-	-	-	82	12	-	2	2	-	-	-	6	2	2	-
9.7 Attend Control System Integrator Meeting	-	-	-	8	4	-	-	-	-	-	-	8	2	2	-
9.8 Prepare Estimates and Schedule	-	-	8	4	2	-	8	8	-	-	-	1	8	2	-
9.9 Attend Treatment and Pump Station Preliminary Design Meeting	-	-	-	-	-	-	8	8	-	-	-	-	8	4	-
Task 10 DCH Project Report Preparation	-	-	-	-	4	-	36	34	-	-	8	2	20	20	20
10.1 Prepare Project Report	-	-	-	-	4	-	22	22	-	-	4	2	8	8	12
10.2 Conduct Internal QA/QC	-	-	-	-	-	-	-	-	-	-	4	-	4	4	4
10.3 Project Report Meeting with City	-	-	-	-	-	-	8	8	-	-	-	-	6	6	-
10.4 Respond to DCH Comments	-	-	-	-	-	-	8	4	-	-	-	-	2	2	4
Brewery Wellfield Development	64	32	96	44	24	12	202	168	142	116	34	18	160	132	98

Z:\arch\del\TUM3040217 Brewery Wellfield\PSA_FEE City of Tumwater Brewery Wellfield Development (rev1).xls



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/18/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Sammamish Insurance, Inc. 704 228th Ave NE, PMB 373 Sammamish WA 98074	CONTACT NAME: Jona Bolin PHONE (A/C, No, Ext): (425) 898-8780 FAX (A/C, No): (425) 836-2865 E-MAIL ADDRESS: JonaBolin@msn.com														
INSURED RH2 Engineering Inc 22722 29th Dr SE Ste 210 Bothell WA 98021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Ohio Security Insurance Company</td> <td>24082</td> </tr> <tr> <td>INSURER B: The Ohio Casualty Insurance Company</td> <td>24074</td> </tr> <tr> <td>INSURER C: Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Ohio Security Insurance Company	24082	INSURER B: The Ohio Casualty Insurance Company	24074	INSURER C: Continental Casualty Company	20443	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL1751503054**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>		BZS57962270	5/29/2017	5/29/2018	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
							MED EXP (Any one person)	\$ 15,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:							PRODUCTS - COMP/OP AGG	\$ 4,000,000
A	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>		BAS57962270	5/29/2017	5/29/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS							\$
B	UMBRELLA LIAB			USO5796227	5/29/2017	5/29/2018	EACH OCCURRENCE	\$ 2,000,000
	EXCESS LIAB						AGGREGATE	\$ 2,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	EMPLOYERS' LIABILITY	<input type="checkbox"/>		BZS57962270	5/29/2017	5/29/2018	PER STATUTE <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
C	Professional Liability			AEH004312321	5/29/2017	5/29/2018	Per Claim	\$3,000,000
	Claims Made						Deductible	\$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Tumwater is named as additional insured per BP0452 attached. Coverage is primary as respects General Liability.

Project: PSA Brewery Wellfield Development

CERTIFICATE HOLDER**CANCELLATION**

City of Tumwater
 555 Israel Rd. SW
 Tumwater, WA 98501-6515

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

A Fugitt CPCU/JONA

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ACORD 25 (2014/01)

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INS025 (2014/01)

POLICY NUMBER:

BUSINESSOWNERS
BP 04 52 07 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – STATE OR GOVERNMENTAL
AGENCY OR SUBDIVISION OR POLITICAL
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE

State Or Governmental Agency Or Subdivision Or Political Subdivision:
City of Tumwater
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Liability is amended as follows:**A. The following is added to Paragraph C. Who Is An Insured:**

3. Any state or governmental agency or subdivision or political subdivision shown in the Schedule is also an additional insured, subject to the following provisions:

- a. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- (1) The insurance afforded to such additional insured only applies to the extent permitted by law; and
- (2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

b. This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

B. With respect to the insurance afforded to these additional insureds, the following is added to Paragraph D. Liability And Medical Expenses Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:


1. Required by the contract or agreement; or
2. Available under the applicable Limits Of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits Of Insurance shown in the Declarations.

**City of Tumwater
Public Works - Engineering**

Memo

To: Melody Valiant, City Clerk
From: Jessica Ashlee, Interim Public Works Secretary 
Date: January 26, 2018
Re: Fully Executed Original SPA for RH2 – Brewery Wellfield Development

Melody,

Please find a fully executed SPA with RH2 for the Brewery Wellfield Development for Laserfiche.

Please let me know if you have

Thank you,
Jessica

Copy to Project File: 2017031

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: November 21, 2023
 SUBJECT: Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design & Permitting Project Amendment 1

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design & Permitting Project Amendment 1. This amendment was recommended for approval by the Public Works Committee at their November 9, 2023 meeting.

2) Background:

The City of Tumwater received a grant from the Department of Ecology to design and construct a bioretention facility to treat stormwater runoff from the Tumwater Valley Golf Course parking lot. Currently, stormwater from the parking lot discharges directly into the Deschutes River untreated. New studies have shown that chemicals found in tire dust create toxic water for Coho and other salmon species that already struggle to survive in the Deschutes River. This project also meets conditions of the golf course's Salmon-Safe certification and permitting requirements related to repaving the parking lot this summer.

In addition to completing the stormwater system improvements benefitting water quality, the Parks & Recreation Department has requested the original scope be amended to include funds to reconfigure the parking lot, address permitting requirements, and provide additional time to complete the project.

3) Policy Support:

- Strategic Priority B – Be a Leader in Environmental Sustainability
- Environment – We act to preserve and enhance the natural environment and the social fabric of our community.

4) Alternatives:

- ☐ Request changes to the proposed Amendment 1.

5) Fiscal Notes:

The City of Tumwater received a \$123,717.33 grant from the Department of Ecology. A 25% (\$30,929.33) match by the City is required for this grant, which is funded by the General Fund. This amendment increases the project budget by \$105,272.58, for a revised total cost of \$194,681.08. This scope amendment is not covered by the grant and will be funded by the General Fund.

6) Attachments:

- A. Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design Service Provider Agreement Amendment 1
- B. Original Agreement

**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN AND
PERMITTING**

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 Skillings Inc., a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 24, 2023, whereby the SERVICE PROVIDER agreed to provide services for the Golf Course Parking Lot Stormwater Retrofit Design and Permitting ("Agreement").

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount of One Hundred Five Thousand Two Hundred Seventy Five and 00/100 Dollars (\$105,275.00). 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 Ninety-Four Thousand Six Hundred Eighty-Four and 00/100 Dollars (\$194,684.00).

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER

555 Israel Road SW

Tumwater, WA 98501

SERVICE PROVIDER:

Skillings, Inc.

5016 Lacey Blvd SE

Lacey, WA 98503

Tax ID #: 91-1212924

Phone No. 360-491-3399

Debbie Sullivan

Mayor

Signature (Notarized – see below)

Printed Name: Patrick Skillings

Title: Vice President

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 _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ of _____ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated:_____

(Signature)

Notary Public in and for the State of Washington

My appointment expires _____

EXHIBIT A-1 SCOPE OF WORK

Prepared for:

CITY OF TUMWATER GOLF COURSE PARKING LOT RECONSTRUCTION

August 28, 2023

Introduction

The City of Tumwater (Client) has requested engineering design services for restoration of the parking lot at the Tumwater Valley Golf Course (Property) from Skillings, Inc. (Skillings). The existing parking lot is experiencing pavement distress and is near the end of its design lifecycle. The existing stormwater system does not provide quality or quantity treatment before being discharged from the site. Skillings previously completed a Feasibility Study to retrofit the existing stormwater system to provide water quality treatment and began design of the preferred solution. During design of the stormwater retrofit, the City Parks Department elected to proceed with a more substantial improvement to the parking lot. Desired improvements include reconfiguration of the parking lot layout, including new ingress and egress points and re-orientation of the drive-isles and parking stalls.

Reconfiguration of the parking lot will require regrading so that pavement grades and stormwater runoff will meet current design requirements. The proposed project will require City review under land use permitting for both site plan review and Shoreline permitting.

Project Assumptions:

- Design will be completed based on the City of Tumwater's Development Guideline Standards.
- Completion of traffic analysis is not included in this Scope or Work.
- The project area is within the Shoreline Master Program jurisdictional boundary.
- Flood Insurance Rate Maps (FIRM) maps a portion of the project area within the 100-year floodplain for the Deschutes River.
- City Parks Department has provided a preferred conceptual layout that will be the basis for 60% design.

Task 1 Project Management

Skillings will provide project management for the civil design services of this scope of work.

Task Description:

1. Prepare monthly Progress Reports and Invoices.
2. Provide project oversight and quality assurance.
3. Prepare for and attend bi-weekly progress meetings, via Teams video conference.

Deliverables:

- Bi-weekly meeting agenda and meeting minutes.
- Progress Report and Invoice

Task 2 Survey

Full topographic survey of the parking lot will need to be completed to establish a new grading plan and to identify all existing utilities within the parking lot. Limited survey has been completed as part of the

stormwater retrofit design. Restoration of the parking lot will require a complete topographic survey of the entire parking lot to supplement the existing survey work that has been completed.

A large sewer force main and a reclaimed water line cross the parking lot that will require consideration during reconfiguration of stormwater conveyance to ensure that utility conflicts are avoided.

Survey Assumptions:

- Available title records of the site are accurate, any deficiencies in title documents may require the services of a title company, at the expense of the Client.
- Existing lot corners are in place, undisturbed and no encroachments exist along the lot lines. A Record of Survey Map will not be required.
- Firm will have rights of entry to the site, as needed to complete the survey.
- The survey work will consist of mapping ground elevations to support 1-foot contours, existing trail connections, abutting road frontage, subsurface utilities, and substantial trees (greater than 6").
- Utility locates will be required for service connection and to avoid conflicts with new infrastructure.
- Located utilities will be marked in the field and identified during topographic survey.
- Survey control points have previously been located.

Task Description:

1. Topographic Survey of the existing parking lot and adjacent lands located on Thurston County Tax Parcels No's 09470051000
2. Prepare Topographic Survey Map.
3. QA/QC survey data and maps.

Deliverables:

- Topographic Survey map.

Task 3 Environmental Documentation and Permitting

The ordinary highwater mark for a portion of the Deschutes River and wetlands along the Deschutes River, along the northern edge of the parking lot has been previously identified as part of the stormwater retrofit project. This documentation was limited to the northern end of the parking lot and will require additional investigation and documentation due to the presence of wetlands surrounding the parking lot. This will require additional wetland delineation and documentation to support land use review.

The project is also fully located within the City's Shoreline Management Program jurisdictional boundary. This will require application for a shoreline permit from the city, under the Shoreline Management Act review.

As noted below, modifications or replacement to the existing outfall will require permit approval from WDFW, Washington Department of Ecology, and potentially the US Army Corps of Engineers.

Assumptions:

- Consultant will complete a SEPA Checklist for review by the City of Tumwater.
- SEPA Checklist will be completed after completion of Task 3 (Site Plan).
- City of Tumwater uses the Joint Aquatic Resource Permit Application (JARPA) for shoreline permit application.

- Proposed replacement of the outfall will require review by Washington Department of Fish and Wildlife (WDFW), US Army Corps of Engineers, and Department of Ecology.
- Application for permits from US Army Corps of Engineers and Department of Ecology will utilize the JARPA application.
- WDFW will require an HPA permit for the outfall. Application for the HPA will be via the APPS on-line permit portal.
- The Corps permit application will require consultation under the Endangered Species Act. A Biological Evaluation will be completed for submittal to the Corps.

Task Description:

1. Delineate wetlands to the west and east of parking lot.
2. Update Wetland Delineation Report to document newly identified wetlands.
3. Prepare JARPA application.
4. Complete HPA Application via on-line portal.
5. Prepare SEPA Checklist.
6. Prepare Biological Evaluation

Deliverables:

- Updated Wetland Delineation Report
- JARPA application
- HPA application
- SEPA Checklist
- Biological Evaluation

Task 4 Drainage Design

The existing parking lot drainage system currently collects runoff from paved surfaces and discharges to both the Deschutes River and adjacent wetlands. The existing outfall to the Deschutes River has failed and will be replaced as part of this project. Runoff is currently not treated or detained for flow control. This task is to complete drainage design to include water quality treatment and flow control. Preliminary geotechnical investigation has been completed along the northern edge of the parking lot and indicates that infiltration is not feasible. The design approach will be to utilize the existing outfall locations for discharge of runoff.

Assumptions:

- Drainage design will utilize the City of Tumwater Drainage Design and Erosion Control Manual (2022)
- All stormwater BMPs shall be located on-site.
- The existing outfall location is located upstream of Tumwater Falls. The Deschutes River is not considered flow-exempt upstream of Tumwater Falls.
- Selected Runoff Treatment BMPs shall provide both phosphorus treatment and enhanced treatment.
- Oil Control BMPs are anticipated to not be required.
- A portion of Tee 01 may be utilized for the establishment of a stormwater treatment system for a portion of the parking lot.
- A qualitative downstream analysis shall be sufficient, a quantitative downstream analysis shall not be required.

Tasks:

1. Prepare Drainage Scoping Report, to include the following:
 - a. Letter of transmittal requesting Drainage Scoping Report review
 - b. Written description of project, including applicability of the minimum requirements and approach to comply.
 - c. Maps consisting of vicinity map, existing conditions, soils, critical areas, and other pertinent information
 - d. Results of preliminary geotechnical investigations
 - e. Completed conceptual site plan
 - f. Completed source control checklist
2. Prepare Preliminary Drainage Control Plan, to include the following:
 - a. Drainage Report
 - b. Construction Drawings
 - c. Construction SWPPP
 - d. Soils Report
 - e. Maintenance and Source Control Manual
 - f. Soil Management Plan
 - g. Design calculations for conveyance, water quality, and flow control.
3. Upon completion of 90% PS&E, update Preliminary Drainage Control Plan to prepare Final Drainage Control Plan.

Deliverables:

- Drainage Scoping Report
- Preliminary Drainage Control Plan
- Final Drainage Control Plan

Task 5 60% PS&E**Assumptions:**

- 60% of the design will be based on approval of the 30% Design from City.
- 60% of PS&E will incorporate design aspects for Illumination, drainage design, and landscaping.
- Special provisions will be based on WSDOT Standard Specifications format.
- Preliminary Illumination and Electrical design will be completed under Task 6 (Electrical Design).

Task Description:

1. Prepare the following 60% design drawings:
 - a. Cover sheet
 - b. Clearing, demolition and site erosion control plan (Stormwater Pollution Prevention Plan (SWPPP))
 - c. Erosion control details and notes
 - d. Site grading, paving and drainage plan
 - e. Paving and Drainage details and notes
 - f. Outfall design
 - g. Striping and signage plan
 - h. Striping and signage details and notes
2. Submit plans to Client for review.
3. Prepare 60% specification Run List and identify special provisions.

4. Prepare 60% Engineer's Estimate of Probable Cost to Construct.
5. Prepare Design Documentation Notebook
6. Prepare Quantities Notebook.

Deliverables:

- 60% Plans.
- 60% Special Provisions.
- 60% Engineer's Estimate of Probable Cost to Construct.
- Design Documentation Notebook.
- Quantities Notebook.

Task 6 Electrical Design

Development of site amenities will require electrical engineering design for illumination and to provide future connection for EV charging stations.

Assumptions:

- electrical design for illumination, including photometric calculations.
- Prepare electrical energy forms for illumination.
- Prepare electrical specifications.
 - Prepare estimate for electrical design.
- There is sufficient power supply on-site and no additional application for a power drop is included in this scope of work.
- No data and/or communication systems are included in the scope.
- Design for future EV charging stations will focus on installation of conduit and junction-boxes. Design will not include the future control panel for the charging station.

Tasks:

1. Prepare illumination photometric calculations.
2. Prepare preliminary design of illumination system, including luminaires, conduit, and junction boxes.
3. Prepare preliminary illumination/ electrical engineers estimate of probable cost to construct.

Deliverables (by Subconsultant):

- Preliminary Electrical Design and Details
- Electrical Engineers Estimate of Probable Cost to Construct

Task 7 90% PS&E

Assumptions:

- 90% of PS&E will be based on City review comments on the 60% submittal.
- The 90% submittal will be utilized for land use review with the City of Tumwater and will be considered the Permit Plan Set.
- City will provide template and front-end documentation for project manual. Preliminary specifications will be developed as part of the project manual.

Task Description:

1. Update the following design drawings to 90% level of completion:
 - a. Cover sheet
 - b. Clearing, demolition and site erosion control plan (Stormwater Pollution Prevention Plan (SWPPP))
 - c. Erosion control details and notes
 - d. site grading, paving and drainage plan
 - e. Paving and Drainage details and notes
 - f. Outfall design
 - g. Striping and signage plan
 - h. Striping and signage details and notes
 - i. Illumination plan and details.
2. Submit plans to Client for review.
3. Prepare Project Manual including front end documents and special provisions.
4. Update Engineer's Estimate of Probable Cost to Construct.
5. Update Design Documentation Notebook
6. Update Quantities Notebook.

Deliverables

- 90% Plans
- 90% Project Manual
- 90% Engineer's Estimate of Probable Cost to Construct
- Design Documentation Notebook.
- Quantities Notebook.

Task 8 100% PS&E

Assumptions:

- City has reviewed 90% of the design and provided permit review comments.

Task Description:

1. Update the following design drawings to 100% level of completion:
 - a. Cover sheet
 - b. Clearing, demolition and site erosion control plan (Stormwater Pollution Prevention Plan (SWPPP))
 - c. Erosion control details and notes
 - d. Final site grading, paving and drainage plan
 - e. Paving and Drainage details and notes
 - f. Outfall design
 - g. Striping and signage plan
 - h. Striping and signage details and notes
 - i. Illumination plan and details
2. Submit plans to City for review.
3. Finalize Engineer's Estimate of Probable Cost to Construct.
4. Finalize Project Manual including front end documents and special provisions.
5. Finalize Design Documentation notebook
6. Finalize Quantities Notebook.

Deliverables

- 100% Plans

- 100% Engineer's Estimate of Probable Cost to Construct
- 100% Project Manual
- Design Documentation Notebook
- Quantities Notebook.

Task 9 Bid Advertisement and Award Support

The city will advertise the project for competitive bids for construction. Skillings will provide the following support to the city during the Bid Advertisement and Award.

Assumptions:

- City will advertise the project.
- City will host the bid opening.
- Skillings will provide assistance to the city through bidding and award

Tasks:

1. Responding to bidder's questions or requests for information (RFI).
2. Prepare addenda to advertisement up to the level of effort shown in fee estimate.
3. Attend Bid Opening.
4. Prepare and review Bid Tabulation.
5. Prepare draft Notice of Award.

Deliverables:

- RFI response
- Bid addenda
- Bid Tabulation
- Draft Notice of Award

END SCOPE OF WORK

Prepared and reviewed by Patrick E. Skillings, PMP 08/28/2023

CONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 21037 CITY OF TUMWATER GOLF COURSE PARKING LOT RECONSTRUCTION		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	SURVEY PARTY CHIEF	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
1	Project management and coordination											
1	Prepare monthly Progress Reports and Invoices.		8									8
2	Provide project oversight and quality assurance.		12									
3	Prepare for and attend bi-weekly progress meetings, via Teams video conference.		8									
2	SURVEY											
1	Topographic Survey of the existing parking lot and adjacent lands located on Thurston County Tax Parcel No. 09470051000								10		50	
2	Prepare Topographic Survey Map.								5	20		
3	QA/QC survey data and maps.								2	5		
3	ENVIRONMENTAL DOCUMENTATION AND PERMITTING											
1	Delineate wetlands to the west and east of parking lot.						12					
2	Update Wetland Delineation Report to document newly identified wetlands.		1				40	2				
3	Prepare JARPA application.					2	9					
4	Complete HPA Application via online portal. Prepare SEPA Checklist.					1	9					
5	Prepare SEPA Checklist					1	9					
6	Prepare Biological Evaluation		1			16						
4	DRAINAGE DESIGN											
1	Prepare Drainage Scoping Report, to include the following:											
a	Letter of transmittal requesting Drainage Scoping Report review			2								

PROJECT NO. 21037 CITY OF TUMWATER GOLF COURSE PARKING LOT RECONSTRUCTION		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	SURVEY PARTY CHIEF	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
b	Written description of project, including applicability of the minimum requirements and approach to comply.		2	4	4							
c	Maps consisting of vicinity map, existing conditions, soils, critical areas, and other pertinent information			2	6							
d	Results of preliminary geotechnical investigations				1							
e	Completed conceptual site plan				1							
2	Prepare Preliminary Drainage Control Plan, to include the following:											
a	Drainage Report		2	8	24							
b	Construction Drawings			2								
c	Construction SWPPP			2	12							
d	Soils Report			2								
e	Maintenance and Source Control Manual			2	12							
f	Soil Management Plan			2	8							
g	Design calculations for conveyance, water quality, and flow control.			16	40							
3	Upon completion of 90% PS&E, update Preliminary Drainage Control Plan to prepare Final Drainage Control Plan.		2	10	24			12				
5	60% PS&E											
1	Prepare the following 60% design drawings:	2										
a	Cover sheet.			1	2			4				
b	Clearing, demolition, and site erosion control plan (Stormwater Pollution Prevention Plan (SWPPP)).			2	8			8				
c	Erosion control details and notes.			1	4			4				
d	Site grading, paving, and drainage plan.			10	60			40				

PROJECT NO. 21037 CITY OF TUMWATER GOLF COURSE PARKING LOT RECONSTRUCTION		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	SURVEY PARTY CHIEF	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
e	Paving and Drainage details and notes.			4	16			20				
f	Outfall design.			4	16			10				
g	Striping and signage plan.			2	8			8				
h	Striping and signage details and notes.			2	8			8				
2	Submit plans to Client for review.			2								
3	Prepare 60% specification Run list and ID GSPs.				4							
4	Prepare 60% Engineer's Estimate of Probable Cost to Construct.			4	8							
5	Prepare Design Documentation Notebook.			2	8							
6	Prepare Quantities Notebook.			8	16							
6	ELECTRICAL DESIGN											
1	Prepare photometric calculations			1	8							
2	Prepare preliminary illumination design				8			8				
3	Prepare preliminary illumination estimate			1	4							
7	90% PS&E											
1	Update the following design drawings to 90% level of completion:	4										
a	Cover sheet.				1							
b	Clearing, demolition, and site erosion control plan (Stormwater Pollution Prevention Plan (SWPPP)).			2	2			2				
c	Erosion control details and notes.			1	2			2				
d	Site grading, paving, and drainage plan.			2	40			16				
e	Paving and Drainage details and notes.			2	8			2				
f	Outfall design.			4	8			8				
g	Striping and signage plan.			2	4			4				
h	Striping and signage details and notes.			2	4			4				
i	illumination plan and details				2			2				
2	Submit plans to Client for review.			2								

PROJECT NO. 21037 CITY OF TUMWATER GOLF COURSE PARKING LOT RECONSTRUCTION		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	SURVEY PARTY CHIEF	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
3	Prepare Project Manual including front end documents and special provisions.			10	10							
4	Update Engineer's Estimate of Probable Cost to Construct			2	4							
5	Update Design Documentation Notebook			2	4							
6	Update Quantities Notebook			8	8							
8	100% PS&E											
1	Update the following design drawings to 100% level of completion:	4										
a	Cover sheet.			1	1			2				
b	clearing, demolition, and site erosion control plan (Stormwater Pollution Prevention Plan (SWPPP)).			2	2			2				
c	Erosion control details and notes.			1	2			2				
d	Final site grading, paving, and drainage plan.			2	18			18				
e	Paving and Drainage details and notes.			2	8			8				
f	Outfall design.			2	8			8				
g	Striping and signage plan.			2	4			4				
h	Striping and signage details and notes.			2	4			4				
i	illumination plan and details				2			2				
2	Submit plans to City for review.			2								
3	Finalize Engineer's Estimate of Probable Cost to Construct.			2	4							
4	Finalize Project Manual including front end documents and special provisions.			4	8							
5	Finalize Design Documentation notebook.			2	4							
6	Finalize Quantities Notebook.			2	8							
9	BID AND ADVERTISEMENT AND AWARD SUPPORT											
1	Respond to bidders' questions or requests for information (RFI).			8								

PROJECT NO. 21037 CITY OF TUMWATER GOLF COURSE PARKING LOT RECONSTRUCTION		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	SURVEY PARTY CHIEF	2 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION											
2	Prepare addenda to advertisement up to the level of effort shown in the fee estimate.			8	8							
3	Attend Bid Opening.		1									
4	Prepare and review Bid Tabulations.			1								
5	Prepare draft Notice of Award.			1								
	HOURS PER DISCIPLINE	10	37	179	488	20	79	214	17	25	50	8

CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL-IN-CHARGE	10	x	\$275.00	=	\$2,750.00
PROJECT MANAGER	37	x	\$254.00	=	\$9,398.00
PROJECT ENGINEER	179	x	\$228.00	=	\$40,812.00
ENGINEER	488	x	\$136.00	=	\$66,368.00
PROJECT SCIENTIST	20	x	\$107.00	=	\$2,140.00
STAFF SCIENTIST	79	x	\$95.00	=	\$7,505.00
TECHNICIAN	214	x	\$91.00	=	\$19,474.00
SURVEY MANAGER	17	x	\$202.00	=	\$3,434.00
SURVEY PARTY CHIEF	25	x	\$151.00	=	\$3,775.00
2 MAN SURVEY CREW	50	x	\$171.00	=	\$8,550.00
PROJECT ADMINISTRATOR	8	x	\$155.00	=	\$1,240.00
Total Hours =		1127			Total NHR = \$165,446.00
REIMBURSABLES:					
Mileage	40	x	\$0.655	=	\$26.20
Miscellaneous Expenses	\$200.00	x	10%	=	\$220.00
Total Expenses=					\$246.20
SUBCONSULTANT COST (See Exhibit E):					
Subconsultant 2	\$0.00	x	10%	=	\$0.00
Subconsultant 3	\$0.00	x	10%	=	\$0.00
Total Subconsultants =					\$0.00
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
Sub Total =					\$165,692.20
MANAGEMENT RESERVE FUND:					
SUB TOTAL =		\$165,692.20	x	=	MRF = \$0.00
GRAND TOTAL					
GRAND TOTAL =					\$165,692
PREPARED BY: Ian Lee, PE					
DATE: 8/28/2023					
REVIEWED BY: Patrick E. Skillings, PMP					
DATE: 8/28/2023					

CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month	4	\$50.00	\$200.00
13	Miscellaneous Survey Costs	Estimated			\$0.00
14	InRoads Software	Month-No of years		\$950.00	\$0.00
15	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$200.00
	Mileage	Per Mile	40	0.655	\$26.20
Total Expenses					\$226.20
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Patrick E. Skillings, PMP		August 28, 2023			

Golf Course Parking Lot Stormwater Retrofit Design and Permitting Budget			
Task	Current Budget	Amendment #1 Budget	Total Budget
Task 1. Project Management and Coordination	\$ 9,808.00	\$ (579.01)	\$ 9,228.99
Task 2. Survey	\$ 6,260.00	\$ 14,676.20	\$ 20,936.20
Task 3. Environmental Documentation and Permitting	\$ 814.00	\$ 10,209.42	\$ 11,023.42
Task 4. Drainage Design	\$ 22,259.00	\$ 15,887.05	\$ 38,146.05
Task 5. 60% PS&E	\$ 9,664.00	\$ 41,041.50	\$ 50,705.50
Task 6. Electrical Design	\$ 21,728.00	\$ (10,929.75)	\$ 10,798.25
Task 7. 90% PS&E	\$ 11,815.00	\$ 15,009.00	\$ 26,824.00
Task 8. 100% PS&E	\$ 6,894.25	\$ 14,611.75	\$ 21,506.00
Task 9. Bid and Advertisement and Award Support		\$ 5,446.00	\$ 5,446.00
Mileage	\$ 166.25	\$ (99.58)	\$ 66.67
Total	\$ 89,408.50	\$ 105,272.58	\$ 194,681.08

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

**GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN AND
PERMITTING**

THIS AGREEMENT is made and entered into in duplicate this 24th day of January, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and Skillings Inc., a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than 12/15/2022 (date), and shall be completed no later than 12/31/2023 (date). This

Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **eighty nine thousand four hundred and nine dollars and zero cents (\$89,409.00)** as reflected in Exhibit "A".

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective

SERVICE PROVIDER AGREEMENT – Golf Course Parking Lot Stormwater Retrofit Design and Permitting -
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agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual;

products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

SERVICE PROVIDER AGREEMENT – Golf Course Parking Lot Stormwater Retrofit Design and Permitting -
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of this Agreement.

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships. "Race" is inclusive of traits historically associated or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

D. If any assignment and/or subcontract have been authorized by the CITY, said assignment or subcontract shall include appropriate safeguards

SERVICE PROVIDER AGREEMENT – Golf Course Parking Lot Stormwater Retrofit Design and Permitting -
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against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

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
SERVICE PROVIDER AGREEMENT – Golf Course Parking Lot Stormwater Retrofit Design and Permitting -
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because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

23. THIRD-PARTY RIGHTS.

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

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

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

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Skillings Inc.
Address: 5016 Lacey Blvd SE
City/State/Zip: Lacey, WA 98503
Tax ID #: 91-1212924
Phone Number: 360-491-3399

DocuSigned by:

Debbie Sullivan

DEBBIE SULLIVAN
Mayor

Patrick Skillings
Signature (Notarized - see below)

Printed Name: Patrick Skillings

Title: Vice President

ATTEST:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

I certify that I know or have satisfactory evidence that *Patrick Skillings* (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 *Vice President* (title) of *Skillings Inc.* (company) to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Dated: *1-19-2023*

Gloria B. Walkley
Notary Public in and for the State of Washington,
My appointment expires: *6-21-2023*

**EXHIBIT A
SCOPE OF WORK**

Prepared for:

**CITY OF TUMWATER
TUMWATER VALLEY GOLF COURSE PARKING LOT
STORMWATER RETROFIT DESIGN
#21037 – 01
October 24, 2022**

The City of Tumwater has received funding from the Washington State Department of Ecology (Ecology) Stormwater Financial Assistance Program (SFAP) grant to complete the design and construction of one runoff treatment Best Management Practices (BMPs) that will treat runoff from the parking lot at the Tumwater Valley Golf Course. Currently, the runoff receives no treatment prior to discharging to the Deschutes River, a 303(d) listed water body with a declining population of coho salmon. The following scope of work delineates tasks to be performed as part of the agreement between Skillings Inc. (Consultant) and the City of Tumwater (City). The City has requested professional engineering services for the preparation of Ad Ready Plans, Specifications, and Estimate (PS&E) for the single runoff BMPs.

Work is anticipated to include the following:

- Perform topographic survey of the project area
- Conduct geotechnical investigations to support the design of the single runoff treatment BMP.
- Environmental documentation and permitting
- Prepare stormwater drainage report documenting the design of the single treatment BMP
- Prepare 60% - 90% - 100% PS&E packages

Project Assumptions:

- Civil 3D 2022 will be used for design.
- Out-of-scope services beyond these limits may be considered as Extra Work. Consultant will notify the City of out-of-scope services prior to starting the work.
- The level of effort for various tasks are estimates and may vary. The contract will be managed to the contract maximum, not the task level budgets.

Task 10 – Project Management

This task includes Consultant management of staff, invoices and progress reporting, progress meetings, QA/QC, and internal staff team progress meetings.

Assumptions:

- The duration of the work effort is estimated to be four (4) months

Task Descriptions:

1. Prepare project schedule with up to one update.
2. Provide invoice and earned value reports.
3. Provide project update reports.
4. Provide QA/QC of all documents being formally submitted to the Client.
5. Provide in-house coordination.
6. Weekly correspondence with Client via e-mails or phone (estimated at 0.5 hours per week).

Deliverables:

- Project schedule with updates, if required.
- Monthly invoices with project update reports.

Task 20 – Topographic Survey

This task consists of completing surveying and mapping to prepare a base map depicting existing topography and features of the site.

Assumptions:

- There is sufficient existing survey control to efficiently establish the requested work.
- Only utilities painted by Washington utility notification center will be mapped.
- Existing Storm structures with inverts will be located within the project limits including the existing outfalls.
- Topographic mapping will be completed in the single mitigation area defined as the area north of the parking lot. The limits will extend to the top of the bank near the ordinary high-water line.
- Horizontal control will be NAD 83/91 and vertical datum will be NAVD 88.
- Firm will have rights of entry to the site, as needed to complete the survey.

Task Descriptions:

1. Research Public/Private survey for necessary control in the area.
2. Perform field survey to map existing storm structures and topographic map within specified project area listed in assumptions.
3. Prepare topographic map.
4. QA/QC field survey.

Deliverables:

- Civil 3D Topographic map.
- Signed PDF Topographic map.

Task 30 – Geotechnical Investigations

Consultant will contract with Quality Geo Northwest (QG), Subconsultant, to provide geotechnical investigation and design for the project.

Assumptions:

- Quality Geo Northwest (QG) will provide geotechnical investigation as a subconsultant to Skillings.
- 811 utility locate requests take 3 business days to clear and will not identify any privately installed utilities.

Task Description:

1. Provide subconsultant management.
2. QG will obtain a public utility locate ticket from the ITIC Washington 811 One-Call Center in accordance with state law.
3. Pit tests will be completed, advanced by a subcontractor under direction of QG personnel. Actual test location and final exploration depths will be determined during explorations based on conditions encountered.

4. QG will evaluate soil treatment potential based on laboratory derived cation exchange capacity and organic content data.
5. QG will evaluate infiltration potential on site and complete 2-dimensional mounding analysis for the proposed infiltration.

Deliverables:

- Preliminary Geotech report
- Final Geotech Report

Task 40 – 60% Design Plans

This task is to complete 60% design of the proposed stormwater retrofit project. 60% design will utilize BMP T7.30 Bioretention be based on the conceptual design identified during completion of the feasibility study.

Assumptions:

- Client has approved the conceptual design outlined in the feasibility study, with the exception of the CAVFs. Compost Amended Vegetated Filters (CAVF) are not an approved treatment BMP for this project. The Feasibility Study is attached to this scope of work as a reference. In addition, the use of two separate treatment facilities will be re-evaluated to determine if flows can be combined and sent to a single treatment facility.
- Stormwater design requirements will follow the 2022 edition of the City of Tumwater Drainage Design and Erosion Control Manual (2022 DDECM).
- Treatment and flow control modelling, if needed, will use WWHM2012.
- The quantity calculations will be preliminary and will be used to develop the preliminary estimate. The preliminary estimate will be able to be used for budget planning and funding applications.
- Preliminary Engineer's Estimate of Probable Costs to Construct will be prepared using WSDOT Unit Bid Price format.
- Skillings will prepare a roll plot of the preferred design during early design plan development. The roll plot will be submitted at the approximate 30% design stage for City review.
- It is assumed that the City will complete a pavement overlay of the parking lot in the near future. This scope of work does not include completion of a pavement restoration plan. Trench restoration for new conveyance lines will be included on other plan sheets included in this scope of work.

Task Descriptions:

1. Prepare preliminary stormwater design report:
 - a. Verify and confirm project limits, Threshold Discharge Areas (TDAs), and area totals for existing pervious and impervious areas, new and replaced surfaces based on topographic survey.
 - b. Prepare preliminary designs of single BMP for LID, water quality, and flow control.
 - c. Determine design storm for conveyance calculations and sizing.
 - d. Document findings in preliminary stormwater design report.
2. Prepare the following plan sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections

3. Prepare roll plot of conceptual design for City review and comment, prior to finalizing 60% design plans.
4. Prepare 60% Engineers estimate of probable cost to construct.
5. Submit plans, estimate and stormwater drainage report to City, who will also send it to the Department of Ecology, for review.

Deliverables:

- One (1) electronic set of 60% plans.
- 60% Engineers Estimate of Probable Cost to Construct
- Preliminary Stormwater Design Report

Task 50 – Environmental Documentation and Permitting

The proposed project is located within the Shoreline Management Act (SMA) jurisdiction and will require review under the City's Shoreline Management Program. The ordinary high-water mark (OHWM) of the stream will be identified. Any wetlands associated with the stream will also be identified and evaluated.

Assumptions:

- It is assumed that the proposed project will be exempt from a Shoreline Substantial Development Permit. The Joint Aquatic Resource Permit Application (JARPA) will be used for Shoreline Exemption application.
- The Shoreline Exemption application will require completion of a SEPA Checklist. It is assumed that the City of Tumwater is the SEPA Lead Agency.
- Wetland boundaries will be flagged with flagging tape and or staking and labeled for survey identification.
- The wetland rating will establish the type and category of all identified wetlands.
- It is assumed that proposed stormwater retrofit will not directly impact identified streams or wetland but may impact buffer setbacks. The Critical Area Report will include mitigation planning for buffer restoration to off-set impacts to critical area buffers. Mitigation is assumed to be in the form of buffer planting.

Task Description:

1. Conduct literature review
2. Conduct site visit and delineate wetland, stream boundaries, and identify OHWM
3. Prepare wetland flagging map for survey
4. Prepare wetland rating
5. Prepare preliminary Critical Areas Report
6. Prepare final Critical Areas Report based on regulatory review.
7. Prepare SEPA Checklist
8. Prepare JARPA for Shoreline review.

Deliverables:

- Critical Areas Report
- Wetland Boundary flagging map
- SEPA Checklist
- JARPA (Shorelines only)

Task 60 – 90% PS&E

This task consists of addressing City and Ecology comments on 60% design and advancing PS&E to a 90% level of design.

Assumptions:

- Ecology review of stormwater design report will take up to 45 calendar days.
- City and Ecology have reviewed the 60% plans, estimate and preliminary drainage report and have provided direction to the Consultant.
- City and Ecology will provide one set of consolidated comments for the 60% plans, estimate and preliminary drainage report.
- Special provisions will be prepared utilizing WSDOT specifications format.
- City will complete Final Maintenance Plan.

Task Descriptions:

1. Phone conference with City to discuss 60% comments. Ecology may be invited as necessary.
2. Incorporate 60% comments, prepare comment response matrix.
3. Prepare final stormwater design report:
 - a. Update stormwater drainage report to include changes made for the 90% PS&E.
 - b. Prepare SWPPP.
4. Prepare the following 90% plan sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections
5. Prepare 90% Special Provisions.
6. Prepare 90% Engineers estimate of probable cost to construct.
7. Submit 90% PS&E and final stormwater design report to City for review.

Deliverables:

- One (1) electronic set of 90% Plans to Client for review.
- 90% Engineer's Estimate of Probable Cost to Construct.
- 90% Special Provisions.
- 60% Design Review Comment Response Matrix.
- Final Stormwater Design Report.

Task 70 – 100% PS&E

This task consists of addressing City and Ecology comments on 90% design and advancing PS&E to a Final level of design.

Assumptions:

- Ecology review of 90% PS&E will take up to 45 calendar days.
- Ecology review of 100% PS&E will take up to 15 calendar days.

- City and Ecology reviewed the 90% PS&E and have provided direction to the Consultant.
- City will provide one set of consolidated comments for the 90% PS&E.
- City will prepare Contract Bid Package consisting of Advertisement, Form of Proposal, and all other front-end documents.

Tasks:

1. Phone conference with City to discuss 90% PS&E and comments. Ecology may be invited as necessary.
2. Incorporate 90% PS&E comments, prepare comment response matrix.
3. Prepare 100% level of plans consisting of the following sheets:
 - a. Cover sheet, including Vicinity Map, General Notes, and Index
 - b. Summary of Quantities Sheet
 - c. Existing Conditions and Horizontal Control Plan
 - d. Demolition & TESC Plan
 - e. Erosion Control Notes and Details
 - f. Stormwater Improvements Plan and Profiles
 - g. Stormwater Details and Cross-Sections
4. Prepare 100% Engineer's Estimate of Probable Costs to Construct.
5. Prepare Contract Bid Package consisting of the following:
 - a. Special Provisions
6. Submit 100% PS&E to Client for review.

Deliverables:

- One (1) electronic set of 100% Plans to Client for review.
- 100% Engineer's Estimate of Probable Cost to Construct.
- 100% Project Technical Specifications.
- 90% Design Review Comment Response Matrix.

END SCOPE OF WORK

Prepared by: Ian Lee, PE 09-22-2022
Reviewed by Patrick E. Skillings, PMP 09-22-2022
Revised by Patrick Skillings 10-24-2022

CONSULTANT COST COMPUTATION – MAN-HOURS

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
10	PROJECT MANAGEMENT												
1	Prepare project schedule with up to one update.		4										
2	Provide invoice and earned value reports.	2	4										4
3	Provide project update reports.		4										
4	Provide QA/QC of all documents being formally submitted to the Client.	2	4										
5	Provide in-house coordination.		8										
6	Weekly correspondence with Client via emails or phone (estimated at 0.5 hours per week).		8										
20	TOPOGRAPHIC SURVEY												
1	Research Public/Private survey for necessary control in the area.								2	1			
2	Perform field survey to map existing storm structures and topographic map within specified project area listed in assumptions.									5	20	20	
3	Prepare topographic map.									10			
4	QA/QC field survey.								2				
30	GEOTECHNICAL INVESTIGATIONS-QUALITY GEO (QG)												
1	Provide subconsultant management.		2										2

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
2	QG will obtain a public utility locate ticket from the ITIC Washington 811 One-Call Center in accordance with state law.												
3	Pit tests will be completed, advances by a subcontractor under direction of QG personnel. Actual test location and final exploration depths will be determined during explorations based on conditions encountered.												
4	QG will evaluate soil treatment potential based on laboratory derived cation exchange capacity and organic content data.												
5	QG will evaluate infiltration potential on site and complete 2-dimensional mounding analysis for the proposed infiltration.												
40	60% DESIGN PLANS												
1	Prepare preliminary stormwater design report:												
a	Verify and confirm project limits, Threshold Discharge Areas (TDAs), and area totals for existing pervious and impervious areas, new and replaced surfaces based on topographic survey.			2	4			8					
b	Prepare preliminary designs of BMPs for LID, water quality, and flow control.			2	8								
c	Determine design storm for conveyance calculations and sizing.				4								
d	Document findings in preliminary stormwater design report.			4	12			8					

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
2	Prepare the following plan sheets:												
a	Cover sheets, including Vicinity Map, General Notes, and Index.				2			4					
b	Summary of Quantities Sheet.				2			2					
c	Existing Conditions and Horizontal Control Plan.			2	4			8					
d	Demolition & TESC Plan.			2	8			12					
e	Erosion Control Notes and Details.				4			6					
f	Stormwater Improvements Plan and Profiles.			2	16			12					
g	Stormwater Details and Cross-Sections.			2	16			12					
3	Prepare 60% Engineers Estimate of Probable Cost to Construct.			2	8								
4	Submit plans, estimate and stormwater drainage report to City, who will also send it to the Department of Ecology, for review.			1	1			1					
50	ENVIRONMENTAL DOCUMENTATION AND PERMITTING												
1	Conduct literature review.						4						
2	Conduct site visit and delineate wetland, stream boundaries, and identify OHWM.					9	9						
3	Prepare wetland flagging map for survey.						1						
4	Prepare wetland rating.						4						
5	Prepare final Critical Areas Report based on regulatory review.		2			24	4						
6	Prepare SEPA Checklist.		2				24						
7	Prepare JARPA					1	4						

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
60	90% PS&E												
1	Phone conference with City to discuss 60% comments. Ecology may be invited as necessary.		2	2									
2	Incorporate 60% comments, prepare comment response matrix.			4	16			16					
3	Prepare final stormwater design report:												
a	Update stormwater drainage report to included changes made for the 90% PS&E.			2	8			4					
b	Prepare SWPPP.			2	8			4					
c	Prepare Final Maintenance Plan.			2	8			4					
4	Prepare the following 90% plan sheets:												
a	Cover sheet, including Vicinity Map, General Notes, and Index.				1			2					
b	Summary of Quantities Sheet.				1			2					
c	Existing Conditions and Horizontal Control Plan.				2			2					
d	Demolition & TESC Plan.				2			2					
e	Erosion Control Notes and Details.				1			2					
f	Stormwater Improvements Plan and Profiles.			2	8			4					
g	Stormwater Details and Cross-Sections.			2	8			4					
5	Prepare 90% Special Provisions.			4	16								
6	Prepare 90% Engineers Estimate of Probable Cost to Construct.			2	8								
7	Submit 90% PS&E and final stormwater design report to City for review.	2		1	1			1					

PROJECT NO. 22037-SUPPLEMENT NO. 01 CITY OF TUMWATER TUMWATER VALLEY GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN		PRINCIPAL-IN-CHARGE	PROJECT MANAGER	PROJECT ENGINEER	ENGINEER	PROJECT SCIENTIST	STAFF SCIENTIST	TECHNICIAN	SURVEY MANAGER	PROJECT SURVEYOR	SURVEY FIELD TECHNICIAN	1 MAN SURVEY CREW	PROJECT ADMINISTRATOR
TASK #	TASK DESCRIPTION												
70	100% PS&E												
1	Phone conference with City to discuss 90% comments. Ecology may be invited as necessary.		2	2									
2	Incorporate 90% PS&E comments, prepare comment matrix.			4	16			16					
3	Prepare 100% level of plans consisting of the following sheets:												
a	Cover sheet, including Vicinity Map, General Notes, and Index.				1			1					
b	Summary of Quantities Sheet.				1			1					
c	Existing Conditions and Horizontal Control Plan.				1			1					
d	Demolition & TESC Plan.				1			1					
e	Erosion Control Notes and Details.				1			1					
f	Stormwater Improvements Plan and Profiles.			2	4			4					
g	Stormwater Details and Cross-Sections.			2	4			4					
4	Prepare 100% Engineer's Estimate of Probable Costs to Construct.			2	8								
5	Prepare Contract Bid Package consisting of the following:	2											
c	Prevailing Wage information.				2								
6	Submit 100% PS&E to Client for review.			1	1			1					
	HOURS PER DISCIPLINE	8	42	55	217	34	50	150	4	16	20	20	6

CONSULTANT COST COMPUTATION – SUMMARY

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL-IN-CHARGE	8	X	\$274.00	=	\$2,192.00
PROJECT MANAGER	42	X	\$253.00	=	\$10,626.00
PROJECT ENGINEER	55	X	\$227.00	=	\$12,485.00
ENGINEER	217	X	\$127.00	=	\$27,559.00
PROJECT SCIENTIST	34	X	\$103.00	=	\$3,502.00
STAFF SCIENTIST	50	X	\$103.00	=	\$5,150.00
TECHNICIAN	150	X	\$91.00	=	\$13,650.00
SURVEY MANAGER	4	X	\$201.00	=	\$804.00
PROJECT SURVEYOR	16	X	\$136.00	=	\$2,176.00
SURVEY FIELD TECHNICIAN	20	X	\$73.00	=	\$1,460.00
1 MAN SURVEY CREW	20	X	\$91.00	=	\$1,820.00
PROJECT ADMINISTRATOR	6	X	\$154.00	=	\$924.00
Total Hours =		622			Total NHR = \$82,348.00
REIMBURSABLES:					
Mileage	90	X	\$0.625	=	\$56.25
Miscellaneous Expenses	\$100.00	X	10%	=	\$110.00
Total Expenses=					\$166.25
SUBCONSULTANT COST (See Exhibit E):					
QualityGEO NW	\$5,995.00	X	15%	=	\$6,894.25
Total Subconsultants =					\$6,894.25
SUB-TOTAL (NHR + REIMBURSABLES + SUBCONSULTANTS):					
Sub Total =					\$89,408.50
MANAGEMENT RESERVE FUND:					
SUB TOTAL = \$89,408.50 X					MRF = \$0.00
GRAND TOTAL					
GRAND TOTAL =					\$89,409
PREPARED BY: Ian Y. Lee, PE					
DATE: 10/18/2022					
REVIEWED BY: Patrick E. Skillings, PMP					
DATE: 10/18/2022					

CONSULTANT COST COMPUTATION – EXPENSES

Item	Description	Basis	Quantity	Rate	Total
1	Telephone	Month			\$0.00
2	Auto Rental	Each			\$0.00
3	Lodging	Day			\$0.00
4	Per Diem-Meal	Day			\$0.00
5	Photocopies - Blk & White	Each		\$0.10	\$0.00
6	Photocopies - Color	Each		\$0.35	\$0.00
7	Half Sized Prints	Each		\$0.50	\$0.00
8	Full Sized Prints	Each		\$6.00	\$0.00
9	Postage	Month			\$0.00
10	Shipping	Month			\$0.00
11	FAXs	Each			\$0.00
12	Miscellaneous Project Costs	Month			\$0.00
13	Miscellaneous Survey Costs	Estimated	1	\$100.00	\$100.00
14	Traffic Control	Estimated			\$0.00
Total Miscellaneous Expenses					\$100.00
	Mileage	Per Mile	90	0.625	\$56.25
Total Expenses					\$156.25
Assumptions					
1	Telephone	Estimated			
2	Auto Rental	Estimated trips			
3	Mileage	Estimated miles			
4	Lodging				
5	Per Diem-Meal				
6	Photocopies - Blk & White	Estimated			
7	Photocopies - Colored	Estimated			
8	Half Sized Prints				
9	Full Sized Prints				
10	Postage	Estimated			
11	Shipping	Estimated			
12	FAXs	Estimated			
13	Miscellaneous Project Costs	Estimated			
14	Miscellaneous Survey Costs	Estimated			
15	Purchase Order	Estimated			
Prepared by: Ian Lee, PE		October 18, 2022			

TO: City Council
 FROM: Brian Hurley, Fire Chief
 DATE: November 21, 2023
 SUBJECT: Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services

1) Recommended Action:

Authorize the Mayor to sign the Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services.

2) Background:

The Confederated Tribes of the Chehalis Reservation hold land and operate businesses in the City of Tumwater (referred to as "Exit 99 Reservation Properties"). As a sovereign nation, the Tribe does not pay taxes to the City of Tumwater. The Tumwater Fire Department provides fire protection and emergency services to all properties within the City. In 2022 the parties recognized the need for a response agreement for the provision of these services. This agreement has already been approved by the Tribe. Following a briefing, the agreement was recommended to Council for approval by the Public Health and Safety Committee.

3) Policy Support:

Strategic Priorities and Goals 2023-24:

A. Build a Community Recognized for Quality, Compassion and Humanity

8. Build Tribal Relations

D. Provide and Sustain Quality Public Safety Services

4) Alternatives:

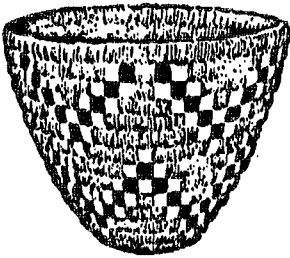
☐ Do not recommend approval

5) Fiscal Notes:

Agreement includes annual amount of \$32,500 paid to the City for fire and emergency services

6) Attachments:

A. Agreement with the Confederated Tribes of the Chehalis Reservation for Fire Protection and Emergency Services



CONFEDERATED TRIBES of the CHEHALIS RESERVATION

Resolution No. 2023- 101

Of the Confederated Tribes of the Chehalis Reservation

RE: Approving the fire and emergency services contract between the Tribe and the City of Tumwater for the Exit 99 Reservation properties.

Whereas: The Business Committee of the Confederated Tribes of the Chehalis Reservation is the duly constituted governing body of the Chehalis Tribe, in accordance with the Constitution and By-laws adopted by voting members of the Tribe and approved by the Commissioner of Indian Affairs; and

Whereas: The Business Committee is responsible for protecting and enhancing the social, health, educational and economic well-being of Tribal Members; and

Whereas: The Tribe has jurisdiction over the Reservation and all trust lands in Indian Country; and

Whereas: The Tribe wishes to voluntarily and without coercion enter into a contract with the City of Tumwater for fire protection and related emergency services for the Reservation parcels at Exit 99 on I-5; and

Whereas: A copy of the proposed contract is attached hereto and made a part hereof (the "Contract");

Now Therefore Let It Be Resolved: That the Business Committee of the Chehalis Tribe does hereby approve the Contract and authorizes the Chairman to sign the same.

Certification: This Resolution, Number 2023-101, was duly considered and approved at a regularly scheduled meeting of the Chehalis Business Committee held on SEPT 21st, 2023, at which a quorum was present. The vote being 3 For, 0 Against, with 0 Abstentions and with the Chairman not voting.

Signed:

Dustin Klatush
Chairman

Attested:

Charlotte Lopez Sign for
Secretary-
5th
council



**AGREEMENT BETWEEN
THE CONFEDERATED TRIBES OF THE CHEHALIS RESERVATION
AND
THE CITY OF TUMWATER
FOR FIRE PROTECTION AND RELATED EMERGENCY SERVICES**

THIS AGREEMENT is made and entered into this ___ day of _____, 2023, by and between the Confederated Tribes of the Chehalis Reservation, a sovereign nation hereinafter referred to as "CHEHALIS", and the "City of Tumwater", hereinafter referred to as "TUMWATER."

WHEREAS, CHEHALIS has Reservation trust land located within the TUMWATER's service area; and

WHEREAS, TUMWATER is a Washington municipal corporation with the responsibility to provide fire protection and emergency medical services within its geographical boundaries; and

WHEREAS, it is the purpose of this Agreement to establish fire protection and emergency services and compensation for those services wherein TUMWATER will provide fire protection, rescue, and emergency medical services (hereinafter referred to as "Services") to CHEHALIS at its Exit 99 Reservation properties (the "Exit 99 Reservation Properties") referenced in Exhibit A; and

WHEREAS, TUMWATER has the resources to provide fire protection for the facilities and emergency medical services for the residents, employees, visitors and guests within Exit 99 Reservation Properties located within TUMWATER's service area; and

WHEREAS, TUMWATER funds its operations substantially through property tax levies. CHEHALIS is a federally-recognized tribal nation that owns tax-exempt properties located in or adjacent to TUMWATER; and

WHEREAS, CHEHALIS and TUMWATER believe that it is in the best interests of the public health, safety and welfare to enter into an agreement for their mutual benefit;

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereto hereby agree:

1. **SERVICES.** This agreement covers the Exit 99 Reservation Properties within TUMWATER's service area. TUMWATER will provide fire protection, rescue, and emergency medical services to the businesses, buildings, residents, guests, visitors, and employees on all Exit 99 Reservation Trust Properties located within TUMWATER service area.
2. **SERVICE LIMITATION.** TUMWATER makes no guarantee of assurance of providing responses within any specific period of time or the number of types of equipment and number of personnel that will respond at any particular emergency. The duty of TUMWATER to provide emergency services under the provisions of this agreement is a duty owed to the public generally and by entering into this agreement, TUMWATER does not incur a special duty to CHEHALIS, its residents, businesses, workers, licensees or invitees on the Exit 99 Reservation Trust Properties within TUMWATER.
3. **TERM.** The initial Term shall be from the date of signing for a period of two years.

The Agreement shall be automatically extended for additional two years terms unless terminated by either party as set forth below.

4. **TERMINATION.** The agreement may be terminated without cause by either party by providing the other party with one hundred twenty (120) days written notice.
5. **NOTICE.** Notice provided for in the agreement shall be deemed proper when sent by certified mail and provided to:

TUMWATER City Administrator
 City of Tumwater
 555 Israel Rd SW
 Tumwater, WA 98501

CHEHALIS Chairman
 Confederated Tribes of the Chehalis Reservation
 420 Howanut Rd
 P.O. Box 536
 Oakville, WA 98568

With a copy to:

Lead Counsel
 Confederated Tribes of the Chehalis Reservation
 420 Howanut Rd
 P.O. Box 536
 Oakville, WA 98568

6. **PAYMENT.** CHEHALIS shall pay TUMWATER compensation for the Services provided under this Agreement in the amount of THIRTY TWO THOUSAND FIVE HUNDRED and NO/100 DOLLARS \$32,500.00 each year for the first two years under this Agreement. Said payment shall be divided into quarterly installments payable to TUMWATER. Commencing with the third year under this Agreement, the compensation shall be increased by the rolling average of the previous five years annual CPI-U Seattle-Tacoma-Bellevue, WA calculated for the first day of the third year of the Agreement and each anniversary thereafter.
7. TUMWATER will invoice CHEHALIS on a quarterly basis and will provide a report of quarterly activity with each invoice. Payment shall be made by CHEHALIS within thirty (30) days after receipt of invoice. Interest at the rate of 12% per annum shall be charged on all past due accounts. Payments shall be sent to:

Accounts Receivable
 City of Tumwater
 555 Israel Rd SW
 Tumwater, WA 98501

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

9. **CONSENT TO JURISDICTION AND EXPRESS LIMITED WAIVER OF SOVEREIGN IMMUNITY.** CHEHALIS DOES HEREBY EXPRESSLY CONSENT TO A LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENTS TO JURISDICTION IN THE COURTS OF THE STATE OF WASHINGTON AS HAVING EXCLUSIVE JURISDICTION TO HEAR, RESOLVE AND ENTER FINAL JUDGMENT ON ANY LEGAL DISPUTE BY AND BETWEEN THE PARTIES TO THIS AGREEMENT AND/OR THEIR AFFECTED OFFICERS, OFFICIALS, AND EMPLOYEES, CONCERNING THE INTERPRETATION OF THIS AGREEMENT, ENFORCEMENT OF ANY OF ITS PROVISION, AND ANY COMPLAINTS OR COUNTERCLAIMS FOR MONETARY DAMAGES AND/OR FOR EQUITABLE RELIEF FOR ANY ALLEGED OR ACTUAL BREACH OF ANY PROVISION OF THIS AGREEMENT AND/OR FOR THE ENFORCEMENT OF ANY SUCH FINAL JUDGMENT ENTERED BY ANY COURT OF THE STATE OF WASHINGTON REGARDING SUCH MATTERS.

10. **INDEMNIFICATION.** TUMWATER shall protect, indemnify, and save CHEHALIS harmless from and against any damage, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of TUMWATER, its employees, agents or sub- contractors, howsoever caused. TUMWATER will be responsible for any damages caused by its employees to CHEHALIS equipment and/ or fixtures and shall provide all repairs/ replacements, as appropriate, at no cost to CHEHALIS.

CHEHALIS shall protect, indemnify, and save the City harmless from and against any damages, cost, or liability including reasonable attorney fees, for injuries to persons or property arising from acts or omissions of CHEHALIS, its employees, agents or sub- contractors, howsoever caused. CHEHALIS will be responsible for any damages caused by its employees to City of TUMWATER equipment and/ or fixtures and shall provide all repairs/replacements, as appropriate, at no cost to the City of TUMWATER.

11. **MAINTENANCE AND INSPECTION OF RECORDS.** In order to comply with the Public Records Act, RCW 42.56, CHEHALIS shall retain all books, records, documents and other material relevant to this Agreement for six years after its expiration. CHEHALIS agrees TUMWATER shall have full access and right to examine any of said materials at all reasonable times during retention period.

12. **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 reasonable costs incurred in that action or proceeding.

13. **JURISDICTION AND VENUE.** 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. 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.

14. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties intend that an independent contractor relationship will be created by the Agreement. The parties to this Agreement, in the performance of it, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be considered or construed to be the employees or agents of the other party for any purpose whatsoever.
15. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and represents the entire understanding of the parties hereto. It supersedes any oral representations that are inconsistent with or modify its terms and conditions.
16. **APPROVAL AND RECORDING.** Each party to this Agreement warrants that its Council has approved and authorized the signatories below to execute this agreement. Consistent with RCW 39.34.040, this agreement shall be filed for recording with the Thurston County Auditor upon full execution, or in lieu of recording with the auditor, published electronically on the websites for both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement.

Dated: 9/27/23

Confederated Tribes of the Chehalis
Reservation


Chairman

Dated: _____

City of Tumwater

Debbie Sullivan, Mayor

Attest:

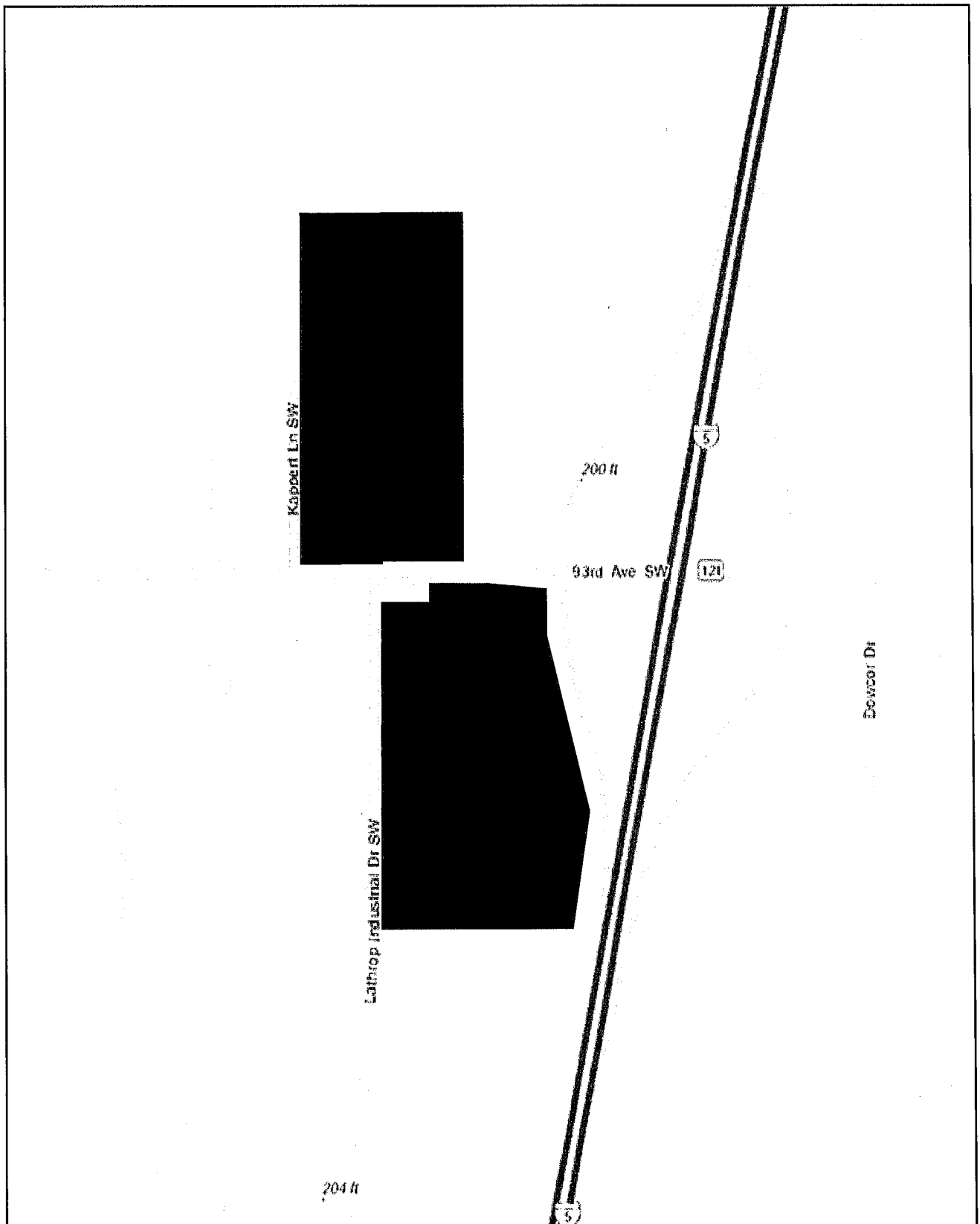
Melody Valiant, City Clerk

Approved as to Form

Karen Kirkpatrick, City Attorney

Exhibit A

Exit 99 Reservation Properties Map



TO: City Council
 FROM: Stan Osborn, Parks & Facilities Manager
 DATE: November 21, 2023
 SUBJECT: Brewmaster's House Repair and Renovation Contract

1) Recommended Action:

Staff requests that the City Council approve the Brewmaster's House Repair and Renovation Contract.

2) Background:

In January of 2023, the Brewmaster's House which is on the National Historic Registry, and owned and maintained by the City, fell victim to arson. Tumwater's City Council declared a resolution finding the existence of an emergency and ratified the declaration and waiver of competitive bidding requirements. Heritage Restoration was chosen to complete a service contract. Work has been completed to determine the extent of the fire and smoke damaged to the structure of the Brewmaster's House and its contents. Identification of areas and items in need of restoration, repair, replacement and removal for cleaning has been completed. After working closely with the Historic Preservation Commission, our insurer, and regulators, we have defined the scope of work and received a comprehensive estimate for moving forward with completing the repairs.

3) Policy Support:

Section 1. An emergency is hereby declared in the City of Tumwater as a result of arson on January 21, 2023. The Brewmaster's House is a historic building and as such requires special care in its repair and restoration. The repair and restoration work must commence immediately. The longer the work is delayed, the more extensive the damage will become. The longer the building remains unsecured, the greater the safety risk to the public.

Section 2. Due to the emergency declaration in Section 1, public works competitive bidding requirements are hereby waived for the Brewmaster's House repair and restoration and the City Administrator is authorized to award all necessary contracts on behalf of the City to address the emergency situation.

4) Alternatives:

- ☐ Approve Contract
 - ☐ Approve Contract with changes
-

5) Fiscal Notes:

\$263,606.62 – Insurance/\$5,000 City deductible.

6) Attachments:

A. Brewmaster's House Repair and Renovation Contract

**PUBLIC WORKS CONTRACT
FOR
BREWMASTERS HOUSE REPAIR AND RENOVATION
Tumwater Project No. 2023010**

THIS PUBLIC WORKS CONTRACT ("Contract") is dated effective this ____ day of _____, 2023 and is made by and between the City of Tumwater, a Washington municipal corporation ("City or Owner"), and Heritage Restoration Inc., a Washington corporation ("Contractor").

A. The City desires to retain an independent contractor to furnish all labor and materials necessary to perform work necessary to complete the **Brewmasters House Repair and Renovation** project; and

B. The Contractor has the requisite skill and experience to perform such work.

NOW, THEREFORE, the parties ("Parties") agree to the following terms and conditions:

1. SERVICES BY CONTRACTOR

1.1 Description of Work. Contractor shall perform all work and furnish all tools, materials, supplies, equipment, labor and other items incidental thereto necessary for the construction and completion of the work, more particularly described as the **Brewmasters House Repair and Renovation** project. The Project includes, without limitation, renovation and other work; as shown in Exhibit A, Scope of Work all in accordance with the Contract Documents ("Work"). Work shall be performed and completed as described in the Contract Documents, which include without limitation, the following: Scope of Work attached as Exhibit A; Notice of Completion of Public Works Contract attached as Exhibit B; Contract Change Order Agreement attached as Exhibit C; Notice to Labor Unions or Other Employment Organizations of Nondiscrimination in Employment attached as Exhibit D; Certificate(s) of Insurance Form attached hereto as Exhibit E; Nondiscrimination in Benefits attached as Exhibit F; Performance Bond G-1; Payment Bond G-2; Contractors Declaration of Option for Management of Statutory Retained Percentage H-1; Retainage Bond H-2. Current Heritage Restoration Pricing – 2023 Prevailing Wage Rates attached as Appendix A; incorporated herein by this reference (collectively the "Contract Documents"). Work shall be completed to the City's satisfaction, within the time period prescribed by the City and pursuant to the direction of the City Administrator or his or her designee.

1.2 Completion Date. The Work shall commence within ten (10) days of the issuance by the City of the Notice to Proceed. The Work shall be completed within ninety (90) working days which will begin the first day the Contractor begins work or ten (10) days after the Notice to Proceed is issued by the City, whichever occurs first. In the event the Work is not substantially completed within the time specified, Contractor agrees to pay to the City liquidated damages in the amount set forth in the formula included in Section 1.3 of this Contract. The Work shall not be deemed completed until the City has accepted the Work and delivered a written Notice of Completion of Public Works Contract in the form attached hereto as Exhibit B.

1.3 Liquidated Damages. Time is of the essence of the Contract. Delays inconvenience the public and cost taxpayers undue sums of money, adding time needed for administration, inspection, and supervision. It is impractical for the City to calculate the actual cost of

delays. Accordingly, the Contractor agrees to pay liquidated damages calculated on the following formula for its failure to complete this Contract on time:

- (1) To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for completion, and
- (2) To authorize the City to deduct these liquidated damages from any money due or coming due to the Contractor.

LIQUIDATED DAMAGES FORMULA

$$LD = \frac{0.15C}{T}$$

Where: LD = Liquidated damages per working day
(rounded to the nearest dollar).

C = Original Contract amount.

T = Original time for completion.

When the Work is completed to the extent that the City has full and unrestricted use and benefit of the facilities, both from an operational and safety standpoint, the City may determine the Work is complete. Liquidated damages will not be assessed for any days for which an extension of time is granted. No deduction or payment of liquidated damages will, in any degree, release the Contractor from further obligations and liabilities to complete this entire Contract.

1.4 Performance Standard. Contractor shall perform the Work in a manner consistent with accepted practices for other properly licensed contractors.

1.5 Compliance with Laws. Contractor shall perform the Work in accordance with all applicable federal, state and City laws, including but not limited to all City ordinances, resolutions, standards or policies, as now existing or hereafter adopted or amended, and obtain all necessary permits and pay all permit, inspection or other fees, at its sole cost and expense.

1.6 Change Orders. The City may, at any time, without notice to sureties, order changes within the scope of the Work. Contractor agrees to fully perform any such alterations or additions to the Work. All such change orders shall be in the form of the Contract Change Order Agreement attached hereto as Exhibit C, which shall be signed by both the Contractor and the City, shall specifically state the change of the Work, the completion date for such changed Work, and any increase or decrease in the compensation to be paid to Contractor as a result of such change in the Work. Oral change orders shall not be binding upon the City unless confirmed in writing by the City. If any change hereunder causes an increase or decrease in the Contractor's cost of, or time required for, the performance or any part of the Work under this Contract, an equitable adjustment will be made and the Contract modified in writing accordingly.

If the Contractor intends to assert a claim for an equitable adjustment hereunder, it shall, within five (5) days after receipt of a written change order from the City or after giving the written notice required above, as the case may be, submit to the City a written statement setting forth the general nature and monetary extent of such claim; provided the City, in its sole discretion, may extend such five (5) day submittal period upon request by the Contractor. The Contractor shall supply such supporting documents and analysis for the claims as the City may require to determine if the claims and costs have merit. No

claim will be allowed for any costs incurred more than five (5) days before the Contractor gives written notice as required. No claim by the Contractor for an equitable adjustment hereunder will be allowed if asserted after final payment under this Contract.

1.7 Work and Materials Omitted. The Contractor shall, when directed in writing by the City, omit work, services and materials to be furnished under the Contract and the value of the omitted work and materials will be deducted from the Total Compensation and the delivery schedule will be reviewed if appropriate. The value of the omitted work, services and materials will be a lump sum or unit price, as mutually agreed upon in writing by the Contractor and the City. If the parties cannot agree on an appropriate deduction, the City reserves the right to issue a unilateral change order adjusting the price and the delivery schedule.

1.8 Utility Location. Contractor is responsible for locating any underground utilities affected by the Work and is deemed to be an excavator for purposes of Chapter 19.122 RCW, as amended. Contractor shall be responsible for compliance with Chapter 19.122 RCW, including utilization of the "one call" locator system before commencing any excavation activities.

1.9 Air Environment. Contractor shall fully cover any and all loads of loose construction materials including without limitation, sand, dirt, gravel, asphalt, excavated materials, construction debris, etc., to protect said materials from air exposure and to minimize emission of airborne particles to the ambient air environment within the City.

2. TERM

This Contract shall commence on the effective date of this Contract and continue until the completion of the Work as described in the Plans and Specifications, and final acceptance by the City, and the expiration of all warranties contained in the Contract Documents ("Term").

3. WARRANTY

3.1 Requisite Skill. The Contractor warrants that it has the requisite skill to complete the Work, and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being licensed to do business in the City of Tumwater by obtaining a City of Tumwater business license. Contractor represents that it has visited the site and is familiar with all of the plans and specifications in connection with the completion of the Work.

3.2 Defective Work. The Contractor shall, at its sole cost and expense, correct all Work which the City deems to have defects in workmanship and material discovered within one (1) year after the City's final acceptance of the Work as more fully set forth in the General Special Provisions. This warranty shall survive termination of this Contract. Conducting of tests and inspections, review of specifications or plans, payment for goods or services, or acceptance by the City does not constitute waiver, modification or exclusion of any express or implied warranty or any right under this Contract or law.

4. COMPENSATION

4.1 Total Compensation. In consideration of the Contractor performing the Work, the City agrees to pay the Contractor Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents. (\$268,606.62) which amount shall constitute full and complete payment by the City ("Total Compensation").

4.2 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Contract, including the City of Tumwater Business and Occupation taxes.

4.3 Nonpayment. The City shall have the right to withhold payment to the Contractor for any of the Work not completed in a satisfactory manner, in the City's sole discretion, which shall be withheld until such time as Contractor modifies or repairs the Work so that the Work is acceptable to the City.

4.4 Method of Payment. The basis of payment will be the actual quantities of work performed according to the contract and as specified for payment. Payments will be made for work and labor performed and materials furnished under the contract according to the price in the proposal unless otherwise provided. Partial payments will be made once each month, based on partial estimates prepared by the Engineer. Failure to perform any obligation under this Contract may be adequate reason for the City to withhold payments until the obligation is performed.

Upon completion of all work and after final inspection, the amount due the Contractor under the contract will be paid based upon the Final Voucher made by the Engineer and signed by the Contractor.

Payment to the Contractor for partial estimates, final estimates, and retained percentages shall be subject to controlling laws.

5. NONDISCRIMINATION

A. The City is an equal opportunity employer.

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

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

D. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, Contractor shall provide employee benefits

or an equivalent sum to the domestic partners of their employees involved in Contractor's operations applicable to this Contract if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC. Contractor shall execute an affidavit for contracts with a value of \$50,000 or more attached hereto as Exhibit F.

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

6. INDEPENDENT CONTRACTOR/CONFLICT OF INTEREST

It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall be neither liable nor obligated to pay Contractor sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax which may arise as an incident of employment. The Contractor shall pay all income and other taxes due. Industrial or any other insurance which is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Contract to an employment contract. It is recognized that Contractor may or will be performing work during the Term for other parties; provided, however, that such performance of other work shall not conflict with or interfere with the Contractor's ability to perform the Work. Contractor agrees to resolve any such conflicts of interest in favor of the City.

7. CITY'S RIGHT TO TERMINATE CONTRACT

7.1 Termination Without Cause. Prior to the expiration of the Term, this Contract may be terminated without cause upon oral or written notice delivered to Contractor from the City. Upon termination, all supplies, materials, labor and/or equipment furnished prior to such date shall, at the City's option, become its property. In the event Contractor is not in breach of any of the provisions of this Contract, Contractor will be paid for any portion of the Work which has been completed to the City's satisfaction, calculated by the percentage amount that portion of the Work completed and accepted by the City bears to the Total Compensation.

7.2 Termination For Cause. The City may immediately terminate this Contract, take possession of the Property and all materials thereon and finish the Work by whatever methods it may deem expedient, upon the occurrence of any one or more of the following events:

- (1) If the Contractor should be adjudged a bankrupt.
- (2) If the Contractor should make a general assignment for the benefit of its creditors.
- (3) If a receiver should be appointed on the account of insolvency of the Contractor.
- (4) If the Contractor should persistently or repeatedly refuse or fail to supply a sufficient number of properly skilled workmen or proper materials for completion of the Work.
- (5) If the Contractor should fail to complete the Work within the time specified in this Contract.
- (6) If the Contractor should fail to complete the Work in compliance with the plans and specifications, to the City's satisfaction.

- (7) If the Contractor should fail to make prompt payment to subcontractors or for material labor.
- (8) If the Contractor should persistently disregard laws, ordinances or regulations of federal, state, or municipal agencies or subdivisions thereof.
- (9) If the Contractor should persistently disregard instructions of the City Administrator or his or her representative.
- (10) If the Contractor shall be in breach or violation of any term or provision of this Contract, or
- (11) If the Work is not being performed pursuant to RCW 49.28.050 or 49.28.060.

7.3 Result of Termination. In the event that this Contract is terminated for cause by the City, the City may do any or all of the following:

- (1) Stop payments. The City shall cease any further payments to Contractor and Contractor shall be obligated to repay any payments it received under this contract.
- (2) Complete Work. The City may, but in no event is the City obligated to, complete the Work, which Work may be completed by the City's agents, employees or representatives or the City may retain independent persons or entities to complete the Work. Upon demand, Contractor agrees to pay to the City all of its costs and expenses in completing such Work.
- (3) Take Possession. The City may take possession of the Property and any equipment and materials on the Property and may sell the same, the proceeds of which shall be paid to the City for its damages.
- (4) Remedies Not Exclusive. No remedy or election under this Contract shall be deemed an election by the City but shall be cumulative and in addition to all other remedies available to the City at law, in equity or by statute.

8. INDEMNIFICATION

8.1 Contractor Indemnification. The Contractor 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 Contract to the extent caused by the negligent acts, errors or omissions of the Contractor, its partners, shareholders, agents, employees, or by the Contractor's breach of this Contract. Contractor waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs.

8.2 City Indemnification. The City agrees to indemnify, defend, and hold the Contractor, 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, licenses, or representatives, arising from, resulting from or connected

with this Contract to the extent solely caused by the negligent acts, errors, or omissions of the City, its employees or agents.

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

9. INSURANCE

9.1 Minimum Limits. The Contractor agrees to carry as a minimum, the following insurance, in such forms and with such carriers who have a rating which is satisfactory to the City:

- (1) Workers' compensation and employer's liability insurance in amounts sufficient pursuant to the laws of the State of Washington;
- (2) Commercial General Liability insurance shall be written with limits no less than \$3,000,000 each occurrence, and, per project, in the aggregate for each period (may be substituted with \$2,000,000 Commercial General Liability insurance per occurrence and in the aggregate with a minimum of \$1,000,000 Excess or Umbrella Liability insurance per occurrence and in the aggregate as detailed in APWA GSP Section 1-07.18(5) Exhibit E included in these Contract Documents);
- (3) Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

9.2 Endorsements. Each insurance policy shall contain, or be endorsed to contain, the following provisions:

- (1) The City, its officers, officials, employees, volunteers and agents shall each be named as additional insured.
- (2) Coverage may not be terminated or reduced in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, to the City.
- (3) Coverage shall be primary insurance as respects the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be in excess of Contractor's insurance.
- (4) Coverage shall apply to each insured separately against whom claim is made or suit is brought.
- (5) Coverage shall be written on an "occurrence" form as opposed to a "claims made" or "claims paid" form.

9.3 Verification. Contractor shall furnish the City with certificates of insurance on an ACORD™ Certificate of Liability Insurance form or an equivalent format attached hereto as Exhibit E, which certificate must be executed by a person authorized by the insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies, at any time.

9.4 Subcontractors. Contractors shall include all subcontractors as additional insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

9.5 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be disclosed by Contractor and approved in writing by the City. At the

option of the City, Contractor shall either reduce or eliminate such deductibles or self-insured retentions or procure a bond guaranteeing payment for any amounts not covered by the insurance by reason of such deductibles or self-insured retentions.

9.6 Asbestos Abatement or Hazardous Materials. If asbestos abatement or hazardous materials work is performed, Contractor shall review coverage with the City's Risk Manager and provide scope and limits of coverage that are appropriate for the scope of Work and are satisfactory to the City. Contractor shall not commence any Work until its coverage has been approved by the Risk Manager.

9.7 Termination. The Contractor's failure to provide the insurance coverage required by this Section shall be deemed to constitute non-acceptance of this Contract by the Contractor and the City may then award this Contract to the next lower bidder.

10. PERFORMANCE AND PAYMENT BONDS

Pursuant to RCW 39.08.010, Contractor shall post both a Performance Bond, attached to this Contract as Exhibit G-1, and a Payment Bond, attached to this Contract as Exhibit G-2, in favor of the City, and incorporated by this reference, in a dollar amount satisfactory to the City; to guarantee Contractor's performance of the Work to the City's satisfaction; to insure Contractor's performance of all of the provisions of this Contract; and to guarantee Contractor's payment of all laborers, mechanics, subcontractors and material persons. Contractor's obligations under this Contract shall not be limited to the dollar amount of the bonds.

11. SAFETY

Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of federal, state and municipal safety and health laws and codes, including without limitation, all OSHA/WISHA requirements, Safety and Health Standards for Construction Work (Chapter 296-155 WAC), General Safety and Health Standards (Chapter 296-24 WAC), and General Occupational Health Standards (Chapter 296-62 WAC). Contractor shall erect and properly maintain, at all times, all necessary guards, barricades, signals and other safeguards at all unsafe places at or near the Work for the protection of its employees and the public, safe passageways at all road crossings, crosswalks, street intersections, post danger signs warning against any known or unusual hazards and do all other things necessary to prevent accident or loss of any kind. Contractor shall protect from danger all water, sewer, gas, steam or other pipes or conduits, and all hydrants and all other property that is likely to become displaced or damaged by the execution of the Work. The Contractor shall, at its own expense, secure and maintain a safe storage place for its materials and equipment and is solely responsible for the same.

12. PREVAILING WAGES

12.1 Wages of Employees. This contract is subject to the minimum wage requirements of Chapter 39.12 RCW and Chapter 49.28 RCW (as amended or supplemented). On Federal-aid projects, Federal wage laws and rules also apply. The Hourly minimum rates for wages and fringe benefits are listed in Appendix A. When Federal wage and fringe benefit rates are listed, the rates match those identified by the U.S. Department of Labor's "Decision Number" shown in Appendix A.

The Contractor, any subcontractor, and all individuals or firms required by Chapter 39.12 RCW, Chapter 296-127 WAC, or the Federal Davis-Bacon and Related Acts (DBRA) to pay minimum prevailing wages, shall not pay any worker less than the minimum hourly

wage rates and fringe benefits required by Chapter 39.12 RCW or the DBRA. Higher wages and benefits may be paid.

When the project is subject to both State and Federal hourly minimum rates for wages and fringe benefits and when the two rates differ for similar kinds of labor, the Contractor shall not pay less than the higher rate unless the State rates are specifically preempted by Federal law.

The Contractor shall ensure that any firm (Supplier, Manufacturer, or Fabricator) that falls under the provisions of Chapter 39.12 RCW because of the definition "Contractor" in Chapter 296-127-010 WAC, complies with all the requirements of Chapter 39.12 RCW.

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

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

12.3 Reporting Requirements. On forms provided by the Industrial Statistician of State L&I, the Contractor shall submit to the Engineer the following for itself and for each firm covered under Chapter 39.12 RCW that provided work and materials of the contract:

- (1) A copy of an approved "Statement of Intent to Pay Prevailing Wages" State L&I form number F700-029-000. The City will make no payment under this contract for the work performed until this statement has been approved by State L&I and a copy of the approved form has been submitted to the City.
- (2) A copy of an approved "Affidavit of Prevailing Wages Paid," State L&I form number F700-007-000. The City will not release to the Contractor any funds retained under Chapter 60.28.011 RCW until all of the "Affidavit of Prevailing Wages Paid" forms have been approved by State L&I and a copy of all the approved forms have been submitted to the City.

The Contractor shall be responsible for requesting these forms from the State L&I and for paying any approval fees required by State L&I.

Certified payrolls are required to be submitted weekly by the Contractor to the City, for the Contractor and all subcontractors or lower tier subcontractors.

12.4 Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the City and the Contractor, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

13. FAILURE TO PAY SUBCONTRACTORS

In addition to any other remedies provided herein, in the event the Contractor shall fail to pay any subcontractors or laborers, fail to pay for any materials, or fail to pay any insurance premiums, the City may terminate this Contract and/or the City may withhold from the money which may be due the Contractor an amount necessary for the payment of such subcontractors, laborers, materials or premiums.

14. OWNERSHIP OF DOCUMENTS

All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media, all finished or unfinished documents or material which may be produced or modified by Contractor while performing the Work shall become the property of the City and shall be delivered to the City at its request.

15. CONFIDENTIALITY

Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Contractor under this Contract will be kept as confidential and shall not be made available to any individual or organization by the Contractor without prior written approval of the City.

16. BOOKS AND RECORDS

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs related to the performance of this Contract and such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Contract. 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 Contract.

17. CLEAN UP

At any time ordered by the City and immediately after completion of the Work, the Contractor shall, at its own expense, clean up and remove all refuse and unused materials of any kind resulting from the Work. In the event the Contractor fails to perform the necessary clean up, the City may, but in no event is it obligated to, perform the necessary clean up and the costs thereof shall be immediately paid by the Contractor to the City and/or the City may deduct its costs from any remaining payments due to the Contractor.

18. GENERAL PROVISIONS

18.1 Entire Contract. The Contract Documents contain all of the agreements of the Parties with respect to any matter covered or mentioned in this Contract and no prior agreements or understandings pertaining to any such matters shall be effective for any purpose.

18.2 Modification. No provisions of this Contract, including this provision, may be amended or added to except by agreement in writing signed by the Parties or their respective successors in interest.

18.3 Full Force and Effect. Any provision of this Contract, which is declared invalid, void or illegal, shall in no way affect, impair, or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

18.4 Assignment. The Contractor shall not transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the City. In the event the City consents to any such assignment or transfer, such consent shall in no way release the Contractor from any of its obligations or liabilities under this Contract.

18.5 Successors in Interest. Subject to the preceding Subsection, this Contract shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event the City or the Contractor defaults on the performance of any terms in this Contract, and the Contractor or City places the enforcement of the Contract or any part thereof, or the collection of any monies due, or to become due hereunder, or recovery of possession of any belongings, in the hands of an attorney, or file suit upon the same, each Party shall pay all its own attorneys' fees, costs and expenses. The venue for any dispute related to this Contract shall be Thurston County, Washington.

18.7 No Waiver. Failure of the City to declare any breach or default immediately upon occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Contract shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Contract on behalf of the City and Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Contract on behalf of the Contractor or City.

18.10 Notices. Any notices required to be given by the City to the Contractor or by the Contractor to the City shall be delivered to the Parties at the addresses set forth below. Any notices may be delivered personally to the addressee of the notice or may be deposited in the United States mail, postage prepaid, to the address set forth herein. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Captions. The respective captions of the Sections of this Contract are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect in any respect any of the provisions of this Contract.

18.12 Performance. Time is of the essence of this Contract and each and all of its provisions in which performance is a factor. Adherence to completion dates is essential to the Contractor's performance of this Contract.

18.13 Conflicting Provisions. In the event of a conflict between the terms and provisions of any of the Contract Documents, the City Administrator or his or her designee shall issue an interpretation of the controlling document, which interpretation shall be final and binding.

*** Signatures on Following Page ***

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501-6515

Attest:

Approved as to Form:

Heritage Restoration LLC.
1581 N National Ave
Chehalis WA 98532
Telephone: 360-345-1015
Tax ID# _____

By: _____
Type/Print Name: _____
Title: _____

On this day personally appeared before me _____, to me known to be the _____ of _____ that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said corporation.

GIVEN my hand and official seal this _____ day of _____ 20____.

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Brewmasters House/Museum Fire and Smoke Repair

Scope of Work

Work on behalf of City of Tumwater to restore the fire and smoke damaged structure of Brewmasters House/Museum to its original pre-loss condition. This will include procuring permits and adhering to code and safety requirements. Heritage Restoration will not go beyond the general perceived scope of the Insurance Coverage without written approval from the City of Tumwater. Communicate with the City of Tumwater along with the assigned insurance adjusters during each step of the process. The City of Tumwater authorizes and directs their insurance company to communicate freely with Heritage Restoration regarding this claim.

Part 1) STRUCTURE, REPAIR

- Assess Damages caused by Smoke, Fire, and Water.
- Perform required AHERA Survey. (asbestos and lead)
- Abate necessary asbestos in approved manners as required by OSHA & ORCA agencies.
- Abate necessary lead in approved manners as required by OSHA & ORCA agencies.
- Remove burned/damaged portions of structure and dispose of.
- Arrange for an electrical evaluation to determine the needs/requirements of electrical work.
- Arrange for Structural Fire Inspection with Building Officials to determine required structural scope.
- Work with Insurance Adjuster to amicably define scope of repairs. This will most likely be an ongoing process as adjuster wants to move this project incrementally so as to evaluate necessary repairs. (This incremental evaluation is a common practice on these types of fire smoke and odor projects.)
- Wallpaper, Paint, Interior Trim, Flooring, Lighting, will be budgeted by Insurance Adjuster and given to City of Tumwater for decisions and or approval with the idea of keeping the original look and feel of the vintage period home where applicable.
- Perform repairs to structure as authorized.

Heritage
Restoration
1581 N
National Ave
Chehalis, WA
98532
(360) 345-1015
firewaterstorm.com



Client: City of Tumwater - Brewmasters
House Property: 602 Deschutes Way SW
Tumwater, WA 98501

Operator:

ESTIMATO

Estimator: Alan Baum
alan@firewaterstorm.com

E-mail:

Type of Estimate: Fire
Date Entered: 3/2/2023

Date Assigned:

Price List: HRI_PREVFEB23
Labor Efficiency:
Restoration/Service/Remodel
Estimate: BREWMASTERS-RPRS

Thank you for choosing Heritage Restoration Inc to perform your **Emergency Mitigation and/or Reconstruction needs**. Listed below you will find a detailed breakdown of the services provided at the above mentioned property. This includes the work necessary to preserve and protect the property from further damage.

PLEASE NOTE: Due to the uniqueness of this restoration project, the costs of many of the materials may need to be supplemented based on availability/matching. Most line items have been marked as "Premium" although "premium" material costs are usually found to be much lower than actual costs on many high-end projects, let alone historical projects such as this.

Vendor invoices/receipts will be submitted as supplements where necessary.

Prevailing Wage: The pricing in this estimate includes prevailing wage. On September 1st, 2023 the prevailing wage rates are due to increase, and so any work performed on or after 09/01/2023 will be adjusted to reflect the changes in the prevailing wage for this jobsite.

DISCLAIMER:

On electrical: The proposed scope of electrical work and panel upgrade may change, depending on the inspection by L&I.

On wallpaper: Costs of the wallpaper may change depending on the selections to maintain a "historical appearance."

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BREWMASTERS-RPRS

SKETCH1

Main Level

Main Level

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
1. R&R House wrap (air/moisture barrier)	161.78 SF		0.14	0.47	11.24	19.74	129.67
2. R&R Siding - board & batten - redwood	118.25 SF		1.28	12.94	191.70	336.32	2,209.54
3. R&R Siding - plywood panel - stain grade	83.25 SF		0.90	7.28	77.64	136.20	894.83
4. R&R Trim board - 1" x 6" - installed (cedar) on exterior	49.00 LF		1.22	8.45	54.02	94.78	622.63
5. R&R Quarter round - 3/4" on exterior	134.00 LF		0.50	3.11	55.15	96.74	635.63
6. Seal & paint base shoe or quarter round	134.00 LF		0.00	1.21	18.48	32.42	213.04
7. Seal & paint trim - two coats	49.00 LF		0.00	2.17	12.12	21.26	139.71
8. Scaffold - per section (per day)	15.00 DA		0.00	25.28	43.22	75.84	498.26
9. Fall protection harness and lanyard (per day)	6.00 DA		0.00	8.00	5.47	9.60	63.07
10. Labor to set up and take down scaffold - per section	10.00 EA		0.00	74.75	85.21	149.50	982.21
11. Mask and prep for paint - plastic, paper, tape (per LF)	238.90 LF		0.00	2.36	64.27	112.76	740.83
12. Mask the surface area per square foot - plastic and tape - 4 mil	153.00 SF		0.00	0.41	7.15	12.54	82.42
13. Stain & finish wood siding	667.81 SF		0.00	3.35	255.04	447.44	2,939.64
14. Gutter / downspout - aluminum - up to 5"	52.00 LF		0.00	11.80	69.95	122.72	806.27

15. Soffit & fascia - wood - 1' overhang	17.20 LF	0.00	15.37	30.13	52.88	347.37
16. Prime & paint exterior fascia - wood, 4" - 6" wide	17.20 LF	0.00	2.57	5.04	8.84	58.08
17. Prime & paint exterior soffit - wood	17.20 SF	0.00	3.38	6.62	11.62	76.38
18. Prime & paint gutter / downspout	87.00 LF	0.00	2.50	24.79	43.50	285.79
19. Stain & finish trim	61.65 LF	0.00	2.37	16.66	29.22	191.99
20. Clean with pressure/chemical spray	113.40 SF	0.00	0.77	9.96	17.46	114.74
back porch/deck plus front porch						



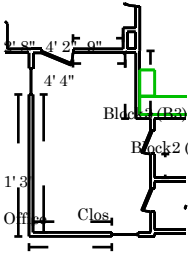
BREWMASERS-RPRS

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DESCRIPTION	QTY	CONTINUED - Main Level	REPLACE	TAX	O&P	TOTAL
		RESET	REMOVE			
Total: Main Level				1,043.86	1,831.38	12,032.10



Office

Height: 9' 1"



447.74 SF Walls
 585.69 SF Walls & Ceiling
 199 SY Flooring

49.18 LF Ceil. Perimeter

137.94 SF Ceiling

137.94 SF Floor

49.18 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
21. Detach & Reset Fluorescent - one tube - 4' - fixture w/lens	1.00 EA	154.75	0.00	0.00	17.64	30.96	203.35
22. Floor protection - cardboard and tape	137.94 SF		0.00	0.98	15.41	27.04	177.63
23. Mask and prep for paint - plastic, paper, tape (per LF)	144.18 LF		0.00	2.36	38.78	68.06	447.10
24. Mask the surface area per square foot - plastic and tape - 4 mil	111.00 SF		0.00	0.41	5.18	9.10	59.79
25. Sand wood - interior	135.72 SF		0.00	15.42	238.58	418.56	2,749.94
26. Stain & finish trim	144.18 LF		0.00	2.37	38.95	68.34	449.00
27. Stain & finish door slab only (per side)	2.00 EA		0.00	87.79	20.02	35.12	230.72
28. Stain & finish base shoe or quarter round	49.18 LF		0.00	1.90	10.66	18.68	122.78
29. Wallpaper - Premium grade	585.69 SF		0.00	4.94	329.83	578.66	3,801.80
30. Add for dustless floor sanding	137.94 SF		0.00	1.25	19.66	34.48	226.57
31. Sand, stain, and finish wood floor	137.94 SF		0.00	9.08	142.79	250.50	1,645.79
32. Additional coats of finish (per coat)	137.94 SF		0.00	1.76	27.67	48.56	319.00
33. Mask or cover per linear foot	49.18 LF		0.00	1.14	6.40	11.22	73.69
34. Clean window unit (per side) 21 - 40 SF	4.00 EA		0.00	64.08	29.22	51.26	336.80
35. Wallpaper Hanger - per hour	2.74 HR		0.00	141.43	44.17	77.50	509.19
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
36. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Office					995.94	1,747.30	11,479.71

BREWMASERS-RPRS

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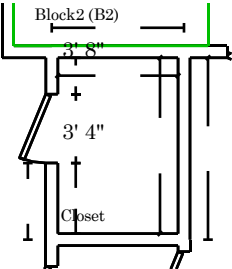
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Closet

Height: 9' 1"

- 149.97 SF Walls
- 166.33 SF Walls & Ceiling
- 1.82 SY Flooring
- 16.47 LF Ceil. Perimeter
- 16.36 SF Ceiling
- 16.36 SF Floor
- 16.47 LF Floor Perimeter



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
37. Detach & Reset Light fixture	1.00 EA	106.60	0.00	0.00	12.16	21.32	140.08
38. Detach & Reset Shelving - 12" - in place	19.98 LF	18.28	0.00	0.00	41.64	73.04	479.91
39. Floor protection - cardboard and tape	16.36 SF		0.00	0.98	1.82	3.20	21.05
40. Wallpaper - Premium grade	166.33 SF		0.00	4.94	93.67	164.34	1,079.68
41. Add for dustless floor sanding	16.36 SF		0.00	1.25	2.33	4.10	26.88
42. Sand, stain, and finish wood floor	16.36 SF		0.00	9.08	16.93	29.72	195.20
43. Additional coats of finish (per coat)	16.36 SF		0.00	1.76	3.29	5.76	37.84
44. Mask or cover per linear foot	16.47 LF		0.00	1.14	2.14	3.76	24.68
45. Interior door - Detach & reset - slab only	1.00 EA		0.00	41.72	4.75	8.34	54.81
46. Door knob/lockset - Detach & reset	1.00 EA		0.00	59.70	6.80	11.94	78.44
47. Wallpaper Hanger - per hour	1.00 HR		0.00	141.43	16.13	28.28	185.84
additional labor to wallpaper a ceiling, roughly 2hr/100SF							

Totals: Closet 201.66 353.80 2,324.41

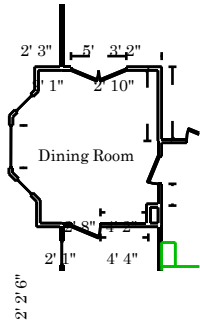
Dining Room

Height: 9' 1"

8' 6" 1' 10" 1' 5" 6' 4"

464.07 SF Walls
 627.59 SF Walls & Ceiling
 18.17 SY Flooring
 50.97 LF Ceil. Perimeter

163.52 SF Ceiling
 163.52 SF Floor
 50.97 LF Floor Perimeter



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
48. Ceiling fan - Detach & reset	0.50 EA		0.00	379.68	21.64	37.96	249.44
49. Floor protection - cardboard and tape	163.52 SF		0.00	0.98	18.26	32.06	210.57

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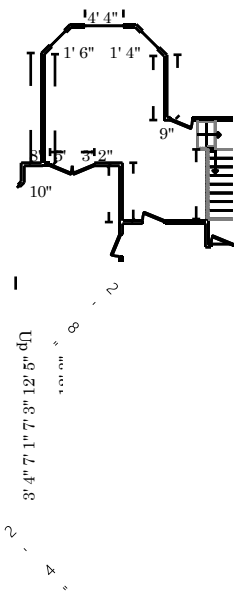
CONTINUED - Dining Room

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
50. Mask and prep for paint - plastic, paper, tape (per LF)	168.97 LF		0.00	2.36	45.46	79.76	523.99
51. Mask the surface area per square foot - plastic and tape - 4 mil	60.00 SF		0.00	0.41	2.81	4.92	32.33
52. Sand wood - interior	164.97 SF		0.00	15.42	289.99	508.76	3,342.59
53. Stain & finish trim	164.97 LF		0.00	2.37	44.57	78.20	513.75

54. Wallpaper - Premium grade	627.59 SF		0.00	4.94	353.44	620.06	4,073.79
55. Mask or cover per linear foot	50.97 LF		0.00	1.14	6.62	11.62	76.35
56. Add for dustless floor sanding	163.52 SF		0.00	1.25	23.30	40.88	268.58
57. Sand, stain, and finish wood floor	163.52 SF		0.00	9.08	169.26	296.96	1,950.98
58. Additional coats of finish (per coat)	163.52 SF		0.00	1.76	32.81	57.56	378.17
59. Detach & Reset Chair rail - 2 1/2"	50.97 LF	5.08	0.00	0.00	29.52	51.78	340.23
60. Clean window unit (per side) 21 - 40 SF	6.00 EA		0.00	64.08	43.84	76.90	505.22
61. Wallpaper Hanger - per hour	3.26 HR		0.00	141.43	52.56	92.22	605.84
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
62. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56

Totals: Dining Room

1,145.062,008.9013,198.39



Entry

Height: 9' 1"

- 586.38 SF Walls
- 866.12 SF Walls & Ceiling
- 31.08 SY Flooring
- 64.40 LF Ceil. Perimeter
- 279.74 SF Ceiling
- 279.74 SF Floor
- 64.40 LF Floor Perimeter

Missing Wall	7' 10 7/16" X 9' 1 1/4"	Opens into STAIRS4
Missing Wall	1' 9/16" X 9' 1 1/4"	Opens into STAIRS2
Missing Wall	3' 3 13/16" X 9' 1 1/4"	Opens into STAIRS2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
63. Track for track lighting - Detach & reset	12.00 LF		0.00	20.64	28.24	49.54	325.46
64. Light fixture - Detach & reset	0.50 EA		0.00	106.60	6.07	10.66	70.03
65. Fixture (can) for track lighting - Detach & reset	3.00 EA		0.00	33.20	11.35	19.92	130.87

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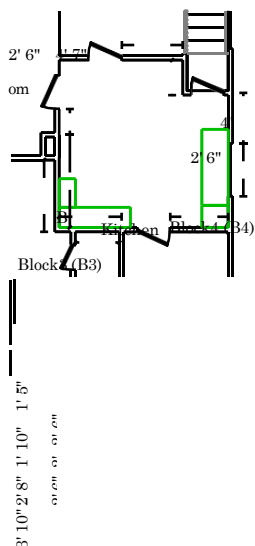
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CONTINUED - Entry

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
66. Detach & Reset Chair rail - 2 1/2"	64.40 LF	5.08	0.00	0.00	37.30	65.44	429.89
67. Mask and prep for paint - plastic, paper, tape (per LF)	184.40 LF		0.00	2.36	49.61	87.04	571.83
68. Floor protection - cardboard and tape	279.74 SF		0.00	0.98	31.25	54.84	360.24
69. Mask the surface area per square foot - plastic and tape - 4 mil	60.00 SF		0.00	0.41	2.81	4.92	32.33
70. Sand wood - interior	356.95 SF		0.00	15.42	627.48	1,100.84	7,232.49
efficiency modified as trim is sanded in place.							
71. Stain & finish trim	184.40 LF		0.00	3.33	70.00	122.82	806.87
efficiency modified as it will be stained in place at floor level.							
72. Interior double door, 8' - Detach & reset	1.00 EA		0.00	264.07	30.11	52.82	347.00
73. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43
74. Wallpaper - Premium grade	866.12 SF		0.00	4.94	487.76	855.72	5,622.11
efficiency modified to account for hanging wallpaper on the ceiling, as well as over a rough surface.							
75. Add for dustless floor sanding	279.74 SF		0.00	1.25	39.86	69.94	459.48
76. Sand, stain, and finish wood floor	279.74 SF		0.00	9.08	289.56	508.00	3,337.60
77. Additional coats of finish (per coat)	279.74 SF		0.00	1.76	56.12	98.46	646.92
78. Mask or cover per linear foot	64.40 LF		0.00	1.14	8.36	14.68	96.46
79. Clean window unit (per side) 21 - 40 SF	6.00 EA		0.00	64.08	43.84	76.90	505.22
80. Wallpaper Hanger - per hour	5.58 HR		0.00	141.43	89.96	157.84	1,036.98
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
81. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Entry					1,960.69	3,439.88	22,599.77

**Kitchen****Height: 9' 1"**

357.96 SF Walls
 511.54 SF Walls & Ceiling
 14.20 SY Flooring
 51.03 LF Ceil. Perimeter

153.58 SF Ceiling
 127.79 SF Floor
 32.51 LF Floor Perimeter

5' 5"
 4'
 2' 6"

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
BREWMASTERS-RPRS					5/30/2023		Page: 6

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CONTINUED - Kitchen

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
82. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
83. Interior door - Detach & reset - slab only	1.00 EA		0.00	41.72	4.75	8.34	54.81
84. Detach & Reset Trim board - 1" x 6" - installed (hardwood - oak or =)	34.00 LF		5.89	0.00	22.82	40.06	263.14
85. Detach & Reset Chair rail - 2 1/2"	35.51 LF		5.08	0.00	20.57	36.08	237.04

86. 1" x 8" lumber (.667 BF per LF)	4.00 LF	0.00	5.94	2.71	4.76	31.23
87. Floor protection - cardboard and tape	127.79 SF	0.00	0.98	14.28	25.04	164.55
88. Mask and prep for paint - plastic, paper, tape (per LF)	32.51 LF	0.00	2.36	8.75	15.34	100.81
89. Mask the surface area per square foot - plastic and tape - 4 mil	188.81 SF	0.00	0.41	8.82	15.48	101.71
90. Finish Carpenter - per hour	10.00 HR	0.00	140.80	160.51	281.60	1,850.11
labor to detach cabinet doors and re-install after sealing and painting. Also to detach and reset pulls/locks						
91. Mask and prep for paint - tape only (per LF)	8.00 LF	0.00	1.10	1.01	1.76	11.57
around sink						
92. Trim board - 1" x 6" - installed (pine)	17.00 LF	0.00	7.60	14.72	25.84	169.76
93. Sand wood - interior	236.02 SF	0.00	15.42	414.90	727.88	4,782.21
includes door and window trim						
94. Stain & finish trim	152.02 LF	0.00	2.37	41.08	72.06	473.43
95. Stain & finish door slab only (per side)	4.00 EA	0.00	87.79	40.03	70.24	461.43
96. Wallpaper - Premium grade	392.22 SF	0.00	4.94	220.88	387.52	2,545.97
97. Mask or cover per linear foot	32.51 LF	0.00	1.14	4.22	7.42	48.70
98. Add for dustless floor sanding	127.79 SF	0.00	1.25	18.22	31.94	209.90
99. Sand, stain, and finish wood floor	127.79 SF	0.00	9.08	132.28	232.06	1,524.67
100. Additional coats of finish (per coat)	127.79 SF	0.00	1.76	25.64	44.98	295.53
101. Wood stove - Detach & reset	1.00 EA	0.00	1,102.72	125.71	220.54	1,448.97
102. Clean window unit (per side) 10 - 20 SF	4.00 EA	0.00	45.86	20.92	36.68	241.04
103. Wallpaper Hanger - per hour	2.54 HR	0.00	141.43	40.96	71.84	472.03
additional labor to wallpaper a ceiling, roughly 2hr/100SF						
104. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
Totals: Kitchen				1,366.92	2,398.04	15,755.25



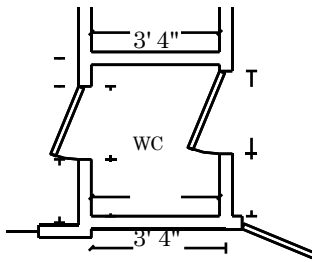
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9' 1' 8"

1' 11"

1' 6"

2' 2"

4' 2"

2' 2"

1' 8"

WC

Height: 9' 1"

- 132.87 SF Walls
- 146.08 SF Walls & Ceiling
- 1.47 SY Flooring
- 14.59 LF Ceil. Perimeter
- 13.22 SF Ceiling
- 13.22 SF Floor
- 14.59 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
105. Floor protection - cardboard and tape	13.22 SF		0.00	0.98	1.48	2.60	17.04
106. Mask and prep for paint - plastic, paper, tape (per LF)	14.59 LF		0.00	2.36	3.92	6.88	45.23
107. Mask the surface area per square foot - plastic and tape - 4 mil	54.00 SF		0.00	0.41	2.52	4.42	29.08
108. Seal & paint trim - two coats	60.59 LF		0.00	2.28	15.74	27.64	181.53
109. Paint door slab only - 2 coats (per side)	4.00 EA		0.00	56.91	25.96	45.52	299.12
110. Clean door - with detail (per side)	2.00 EA		0.00	27.42	6.25	10.96	72.05
111. Door knob/lockset - Detach & reset	2.00 EA		0.00	59.70	13.61	23.88	156.89
112. Additional cost to smoke seal door slab only (per side)	4.00 EA		0.00	26.87	12.25	21.50	141.23
113. Wallpaper - Premium grade	146.08 SF		0.00	4.94	82.27	144.32	948.23
114. Interior door - Detach & reset - slab only	4.00 EA		0.00	41.72	19.02	33.38	219.28
115. Toilet - Detach & reset	1.00 EA		0.00	449.37	51.23	89.88	590.48
116. Toilet/sink/drain plug - disposable - up to 4"	1.00 EA		0.00	5.71	0.65	1.14	7.50
117. Clean toilet - Heavy	1.00 EA		0.00	76.97	8.77	15.40	101.14
118. Clean window unit (per side) 10 - 0 SF	2.00 EA		0.00	45.86	10.45	18.34	120.51

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311.42 SF Walls
384.15 SF Walls & Ceiling
8.08 SY Flooring
34.20 LF Ceil. Perimeter

72.73 SF Ceiling
72.73 SF Floor
34.20 LF Floor Perimeter

208

126. Joist - floor or ceiling - 2x12 - w/blocking - 16" oc	72.73 SF	0.00	8.63	71.56	125.54	824.76
127. Sheathing - OSB - 3/4" - tongue and groove	96.00 SF	0.00	3.78	41.36	72.58	476.82
128. Drilled bottom plate - 2" x 6" treated lumber	34.20 LF	0.00	6.21	24.22	42.48	279.08
129. Sill seal foam - 6"	34.20 LF	0.00	0.65	2.53	4.44	29.20
130. Sheathing - OSB - 1/2"	192.00 SF	0.00	2.30	50.34	88.32	580.26
131. 2" x 6" x 10' #2 & better Fir / Larch (material only)	9.00 EA	0.00	10.17	10.44	18.30	120.27
132. 2" x 6" x 8' #2 & better Fir / Larch (material only)	15.00 EA	0.00	8.14	13.92	24.42	160.44
133. 2" x 6" x 116 5/8" pre-cut stud (for 10' wall, mat only)	29.00 EA	0.00	9.87	32.63	57.24	376.10
134. Labor to frame 2" x 6" load bearing wall - 16" oc	136.00 SF	0.00	4.61	71.47	125.40	823.83
135. Header - triple 2" x 6"	4.00 LF	0.00	16.01	7.30	12.80	84.14
136. Wedge anchor bolt - 1/2" x 8 1/2"	25.00 EA	0.00	22.75	64.84	113.76	747.35
137. Epoxy injection - concrete repair - Minimum charge	1.00 EA	0.00	870.75	99.26	174.16	1,144.17
securing anchors, per engineering.						
138. Framing hanger - 2" x 10" or 2" x 12"	18.00 EA	0.00	23.27	47.75	83.78	550.39

hangers for floor joists, roof joists, and for exterior deck.

139. Exterior door - fiberglass / wood 4,061.28 w/detail - Premium grade	2.00 EA	0.00	1,545.39	352.34	618.16	
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door to back porch. door to kitchen.

Price may change according to vendor bid on door to match per-loss

140. Urethane foam sealant	34.00 LF	0.00	2.14	8.29	14.56	95.61
141. Caulking - butyl rubber	34.00 LF	0.00	5.30	20.54	36.04	236.78

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CONTINUED - Back Storage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
To seal around doors and windows							
142. Door lockset & deadbolt - exterior	2.00 EA		0.00	117.25	26.74	46.90	308.14
door to back porch. door to kitchen. price may change depending on material cost for knobs/locks							
143. Interior door unit - Premium grade	1.00 EA		0.00	514.12	58.61	102.82	675.55
door to WC							
144. Batt insulation - 6" - R21 - unfaced batt	162.00 SF		0.00	2.05	37.86	66.42	436.38

145. Batt insulation - 10" - R30 - unfaced batt	72.73 SF	0.00	2.31	19.15	33.60	220.76
146. Batt insulation - 12" - R38 - unfaced batt	72.73 SF	0.00	2.62	21.72	38.12	250.39
147. Floor protection - plastic and tape - 10 mil	72.73 SF	0.00	0.51	4.22	7.42	48.73
148. 5/8" drywall - hung, taped, ready for texture	72.73 SF	0.00	4.10	34.00	59.64	391.83
149. 1/2" drywall - hung, taped, ready for texture	311.42 SF	0.00	3.94	139.87	245.40	1,612.26
150. Seal the walls and ceiling w/PVA primer - one coat	384.15 SF	0.00	0.89	38.98	68.38	449.25
151. Texture drywall - smooth / skim coat	384.15 SF	0.00	2.79	122.18	214.36	1,408.32
152. Floor protection - plastic and tape - 10 mil	72.73 SF	0.00	0.47	3.90	6.84	44.92
153. Seal/prime then paint the walls and ceiling twice (3 coats)	384.15 SF	0.00	1.97	86.27	151.36	994.41
154. Stain and finish door slab only - exterior (per side)	4.00 EA	0.00	123.34	56.24	98.68	648.28
exterior door and door to kitchen						
155. Stain & finish door/window trim & jamb (per side)	4.00 EA	0.00	61.38	27.98	49.10	322.60
exterior door and door to kitchen						
156. Paint door slab only - 2 coats (per side)	2.00 EA	0.00	56.91	12.97	22.76	149.55
door to WC						
157. Paint door/window trim & jamb - 2 coats (per side)	2.00 EA	0.00	47.66	10.87	19.06	125.25
door to WC						
158. Light fixture	1.00 EA	0.00	108.76	12.40	21.76	142.92
159. Light bulb - LED A19 - up to 500 lm - material only	2.00 EA	0.00	6.14	1.40	2.46	16.14

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**CONTINUED - Back Storage****DESCRIPTION****QTY****RESET****REMOVE REPLACE****TAX O&P**

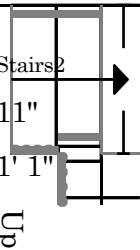
160. 110 volt copper wiring run, ceiling fan rated box - rough in only	1.00 EA	0.00	185.69	21.17	37.14	244.00
Code requires all ceiling boxes to be ceiling fan rated						
161. 110 volt copper wiring run, box and switch	1.00 EA	0.00	138.50	15.79	27.70	181.99
162. 110 volt copper wiring run, box and outlet	1.00 EA	0.00	138.06	15.74	27.62	181.42
163. Trim board - 1" x 6" - installed (pine)	51.00 LF	0.00	7.60	44.18	77.52	509.30
164. Crown molding - 4 1/4" hardwood	3.25 LF	0.00	12.45	4.61	8.10	53.17
165. Stain & finish trim	54.25 LF	0.00	2.37	14.65	25.72	168.94
166. Fir floor - straight grain - no finish	72.73 SF	0.00	14.78	122.54	215.00	1,412.49
167. Sand, stain, and finish wood floor	72.73 SF	0.00	9.08	75.29	132.08	867.76
168. Add for dustless floor sanding	72.73 SF	0.00	1.25	10.37	18.18	119.46
169. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
170. Wallpaper Hanger - per hour	2.00 HR	0.00	141.43	32.24	56.58	371.68

additional labor to wallpaper a ceiling, roughly 2hr/100SF

Totals: Back Storage			2,355.46	4,132.58	27,150.31
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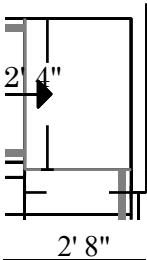
- 42.09 SF Walls
- 48.57 SF Walls & Ceiling
- 1.51 SY Flooring
- 2.95 LF Ceil. Perimeter
- 6.48 SF Ceiling
- 13.57 SF Floor
- 3.48 LF Floor Perimeter



Missing Wall	3' 3 13/16" X 15' 6 1/16"	Opens into ENTRY
Missing Wall	1' 9/16" X 15' 6 1/16"	Opens into ENTRY



CONTINUED - Stairs2



Subroom: Stairs3 (2)

Height: 13' 8"

—

77.00 SF Walls
84.74 SF Walls & Ceiling
0.86 SY Flooring
5.65 LF Ceil. Perimeter

7.74 SF Ceiling
7.74 SF Floor
5.65 LF Floor Perimeter

3' 8" 3' 4" 4"

—

Missing Wall 3' 3 13/16" X 13' 7 9/16" Opens into STAIRS2

Missing Wall 2' 4" X 13' 7 9/16" Opens into STAIRS4

Subroom: Stairs4 (3) Height: 13' 8"

—

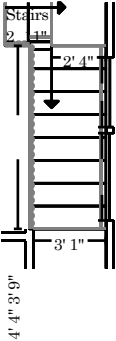
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7' 10"

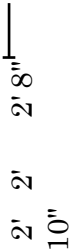
3' 9" 3'

97.48 SF Walls
123.17 SF Walls & Ceiling
5.03 SY Flooring

8.82 LF Ceil. Perimeter
25.69 SF Ceiling
45.27 SF Floor
1
9.33 LF Floor Perimeter



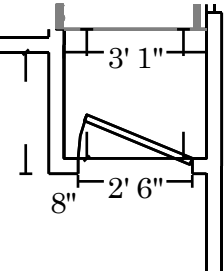
Missing Wall	2' 4" X 13' 7 9/16"	Opens into STAIRS3
Missing Wall	7' 10 7/16" X 13' 7 9/16"	Opens into ENTRY
Missing Wall	3' 1 7/16" X 13' 7 9/16"	Opens into STAIRS5



Subroom: Stairs5 (1) Height: 8'

21
70.16 SF Walls
78.97 SF Walls & Ceiling
0.98 SY Flooring
8.77 LF Ceil. Perimeter

8.81 SF Ceiling
8.81 SF Floor
8.77 LF Floor Perimeter



Missing Wall	3' 1 7/16" X 8'	Opens into STAIRS4
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DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
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171. Floor protection - cardboard and tape	75.39 SF	0.00	0.98	8.42	14.78	97.08
172. Mask and prep for paint - plastic, paper, tape (per LF)	27.23 LF	0.00	2.36	7.32	12.86	84.44
173. Mask the surface area per square foot - plastic and tape - 4 mil windows, stair skirts/wall trim, balustrade (wrap over)	239.00 SF	0.00	0.41	11.17	19.60	128.76
174. Wallpaper - Premium grade	335.45 SF	0.00	4.94	188.92	331.42	2,177.46

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CONTINUED - Stairs2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
175. Mask or cover per linear foot	27.23 LF		0.00	1.14	3.54	6.20	40.78
176. Add for dustless floor sanding	75.39 SF		0.00	1.25	10.74	18.84	123.82
177. Sand, stain, and finish steps and/or risers	42.00 LF		0.00	44.77	214.36	376.06	2,470.76
178. Additional coats of finish (per coat)	75.39 SF		0.00	1.76	15.13	26.54	174.36
179. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
180. Painter - per hour	24.00 HR		0.00	105.35	288.24	505.68	3,322.32
labor and sandpaper to sand the wood trim in the stairs, including baluster, handrails, newel, newel cap and stringer							
181. 160 - 180 grit sandpaper - per sheet	45.00 SH		0.00	1.19	6.11	10.72	70.38
182. Stain & finish balustrade	21.00 LF		0.00	44.22	105.86	185.72	1,220.20
183. Finish balustrade - 1 coat urethane	21.00 LF		0.00	24.75	59.26	103.96	682.97
184. Stain & finish post/wood beam 6" x 6"	12.00 LF		0.00	7.87	10.76	18.88	124.08
185. Stain & finish trim	36.00 LF		0.00	2.37	9.73	17.06	112.11
186. Stain & finish stair skirt/apron	21.20 LF		0.00	12.27	29.65	52.02	341.79
187. Finish stair skirt/apron - 1 coat urethane	21.20 LF		0.00	8.90	21.50	37.74	247.92
188. Stain & finish handrail - wall mounted	13.00 LF		0.00	3.18	4.72	8.26	54.32
189. Clean window unit (per side) 21 - 40 SF	2.00 EA		0.00	64.08	14.62	25.64	168.42
190. Clean window unit (per side) 10 - 20 SF	2.00 EA		0.00	45.86	10.45	18.34	120.51
191. Wallpaper Hanger - per hour	2.50 HR		0.00	141.43	40.31	70.72	464.61
additional labor to wallpaper a ceiling in stairwell - high ceiling							
Totals: Stairs2					1,072.97	1,882.36	12,367.17
Total: Main Level					10,456.01	18,344.18	120,520.13

Level 1

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
192. Stain & finish wood siding	442.64 SF		0.00	3.35	169.04	296.56	1,948.44
Total: Level 1					169.04	296.56	1,948.44



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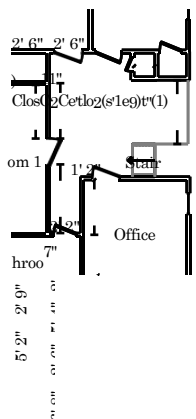
3' 2" 3' 2" 10"

Landing

Height: 8' 1"

380.22 SF Walls
525.03 SF Walls & Ceiling
16.09 SY Flooring
47.09 LF Ceil. Perimeter

144.81 SF Ceiling
144.81 SF Floor
5' 4"
47.09 LF Floor Perimeter



Missing Wall

3' 2" X 8' 7/8"

Opens into STAIRS2

Missing Wall

2' 2 1/8" X 8' 7/8"

Opens into STAIRS2

Missing Wall

3' 2 5/8" X 8' 7/8"

Opens into Exterior

Missing Wall

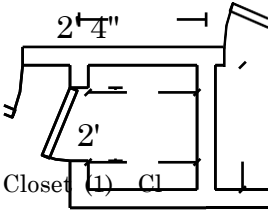
6' 2 3/16" X 8' 7/8"

Opens into Exterior

2' 3" 6" 1' 4"

Subroom: Closet (1)

Height: 8' 1"



- 68.96 SF Walls
- 73.50 SF Walls & Ceiling
- 0.50 SY Flooring
- 8.54 LF Ceil. Perimeter
- 4.54 SF Ceiling
- 4.54 SF Floor
- 8.54 LF Floor Perimeter

— —

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
193. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
194. Floor protection - cardboard and tape	113.89 SF		0.00	0.98	12.72	22.32	146.65
195. Mask and prep for paint - plastic, paper, tape (per LF)	157.63 LF		0.00	2.36	42.41	74.40	488.82
196. Paint disappearing (folding) stairway/attic access ladder	1.00 EA		0.00	243.58	27.77	48.72	320.07
197. Sand wood - interior	199.63 SF		0.00	15.42	350.93	615.66	4,044.88
198. Stain & finish trim	157.63 LF		0.00	2.37	42.59	74.72	490.89
199. Stain & finish door slab only (per side)	2.00 EA		0.00	87.79	20.02	35.12	230.72
200. Door knob/lockset - Detach & reset	1.00 EA		0.00	59.70	6.80	11.94	78.44
201. Wallpaper - Premium grade	598.53 SF		0.00	4.94	337.07	591.34	3,885.15
202. Mask or cover per linear foot	55.63 LF		0.00	1.14	7.22	12.68	83.32
203. Add for dustless floor sanding	113.89 SF		0.00	1.25	16.22	28.48	187.06
204. Sand, stain, and finish wood floor	113.89 SF		0.00	9.08	117.89	206.82	1,358.83
205. Additional coats of finish (per coat)	113.89 SF		0.00	1.76	22.85	40.10	263.40
206. Wallpaper Hanger - per hour	2.98 HR		0.00	141.43	48.05	84.30	553.81

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**CONTINUED - Landing**

DESCRIPTION	QTY
additional labor to wallpaper a ceiling, roughly 2hr/100SF	

RESET

REMOVE REPLACE

TAX	O&P
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
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89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

TOTAL

207. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
Totals: Landing				1,075.68	1,887.18	12,398.68

Bedroom 1

Height: 8' 1"

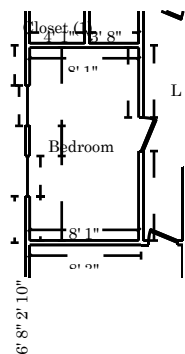
5' 2" 8' 1" 3' 8" 3" 8' 8"

0' 0" 8' 4" 6'

I —

363.10 SF Walls
479.74 SF Walls & Ceiling
12.96 SY Flooring
44.97 LF Ceil. Perimeter

116.63 SF Ceiling
116.63 SF Floor
3' 5" x 3' 0"
44.97 LF Floor Perimeter



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
208. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
209. Floor protection - cardboard and tape	116.63 SF		0.00	0.98	13.03	22.86	150.19
210. Mask and prep for paint - plastic, paper, tape (per LF)	110.97 LF		0.00	2.36	29.86	52.38	344.13
211. Mask the surface area per square foot - plastic and tape - 4 mil	72.00 SF		0.00	0.41	3.36	5.90	38.78
212. Sand wood - interior	239.93 SF		0.00	15.42	421.76	739.94	4,861.42
213. Stain & finish trim	78.97 LF		0.00	2.37	21.34	37.44	245.94
214. Stain & finish chair rail	44.97 LF		0.00	2.62	13.43	23.56	154.81
215. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43
216. Wallpaper - Premium grade	479.74 SF		0.00	4.94	270.17	473.98	3,114.07
217. Interior door - Detach & reset	2.00 EA		0.00	152.61	34.80	61.04	401.06
218. Door knob/lockset - Detach & reset	2.00 EA		0.00	59.70	13.61	23.88	156.89
219. Mask or cover per linear foot	44.97 LF		0.00	1.14	5.84	10.26	67.37
220. Add for dustless floor sanding	116.63 SF		0.00	1.25	16.62	29.16	191.57
221. Sand, stain, and finish wood floor	116.63 SF		0.00	9.08	120.73	211.80	1,391.53
222. Additional coats of finish (per coat)	116.63 SF		0.00	1.76	23.40	41.06	269.73
223. Clean window unit (per side) 21 - 40 SF	4.00 EA		0.00	64.08	29.22	51.26	336.80
224. Wallpaper Hanger - per hour	2.32 HR		0.00	141.43	37.40	65.62	431.14

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CONTINUED - Bedroom 1

DESCRIPTION	QTY
218. Additional labor to wallpaper a ceiling, roughly 2hr/100SF	

RESET

REMOVE REPLACE

TAX	O&P
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
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98	98
99	99
100	100

TOTAL

225. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
Totals: Bedroom 1				1,117.74	1,960.96	12,883.50

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Bedroom 2

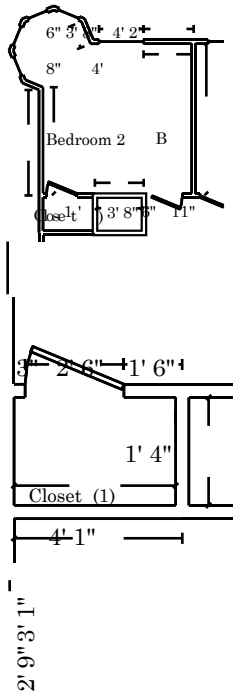
Height: 8' 1"

6
2
1
8
6

447.28 SF Walls
616.76 SF Walls & Ceiling
18.83 SY Flooring

55.39 LF Ceil. Perimeter

169.48 SF Ceiling
169.48 SF Floor
55.39 LF Floor Perimeter



Subroom: Closet (1)

Height: 8' 1"

110.30 SF Walls
 121.50 SF Walls & Ceiling
 1.24 SY Flooring
 13.66 LF Ceil. Perimeter

11.20 SF Ceiling
 11.20 SF Floor
 13.66 LF Floor Perimeter

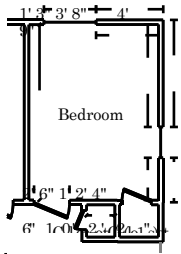
DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
226. Detach & Reset Chair rail - 2 1/2"	69.05 LF	5.08	0.00	0.00	39.98	70.16	460.91
227. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
228. Fixture (can) for track lighting - Detach & reset	4.00 EA		0.00	33.20	15.14	26.56	174.50
229. Track for track lighting - Detach & reset	4.00 LF		0.00	20.64	9.41	16.52	108.49
230. Floor protection - cardboard and tape	180.68 SF		0.00	0.98	20.18	35.42	232.67
231. Mask and prep for paint - plastic, paper, tape (per LF)	186.05 LF		0.00	2.36	50.05	87.82	576.95
232. Mask the surface area per square foot - plastic and tape - 4 mil	77.00 SF		0.00	0.41	3.60	6.32	41.49
233. Stain & finish chair rail	69.05 LF		0.00	2.62	20.63	36.18	237.72
234. Sand wood - interior	339.10 SF		0.00	15.42	596.10	1,045.78	6,870.80
235. Stain & finish trim	186.05 LF		0.00	2.37	50.27	88.18	579.39
236. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43

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CONTINUED - Bedroom 2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
237. Wallpaper - Premium grade	738.27 SF		0.00	4.94	415.76	729.42	4,792.23
238. Interior door - Detach & reset	2.00 EA		0.00	152.61	34.80	61.04	401.06
239. Door knob/lockset - Detach & reset	2.00 EA		0.00	59.70	13.61	23.88	156.89
240. Mask or cover per linear foot	69.05 LF		0.00	1.14	8.98	15.74	103.44
241. Add for dustless floor sanding	180.68 SF		0.00	1.25	25.75	45.18	296.78
242. Sand, stain, and finish wood floor	180.68 SF		0.00	9.08	187.02	328.12	2,155.71
243. Additional coats of finish (per coat)	180.68 SF		0.00	1.76	36.25	63.60	417.85
244. Clean window unit (per side) 21 - 40 SF	10.00 EA		0.00	64.08	73.06	128.16	842.02
245. Wallpaper Hanger - per hour	3.60 HR		0.00	141.43	58.04	101.84	669.03
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
246. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Bedroom 2					1,721.80	3,020.74	19,846.00



Bedroom 3

Height: 8' 1"

346.72 SF Walls
 459.35 SF Walls & Ceiling
 12.51 SY Flooring
 42.94 LF Ceil. Perimeter

221 3 SF Ceiling

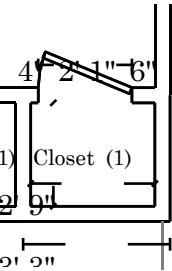
112.63 SF Floor
42.94 LF Floor Perimeter



Subroom: Closet (1) Height: 8' 1"

80.97 SF Walls
87.20 SF Walls & Ceiling
0.69 SY Flooring
10.03 LF Ceil. Perimeter

6.23 SF Ceiling
6.23 SF Floor
10.03 LF Floor Perimeter



DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
247. Light fixture - Detach & reset	1.00 EA			0.00106.60	12.16	21.32	140.08
248. Floor protection - cardboard and tape	118.86 SF			0.000.98	13.28	23.30	153.06

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CONTINUED - Bedroom 3

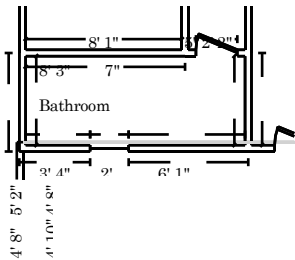
DESCRIPTION	QTY
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REMOVE REPLACE

TAX O&P

TOTAL

249. Mask and prep for paint - plastic, paper, tape (per LF)	119.97 LF	0.00	2.36	32.28	56.62	372.03
250. Mask the surface area per square foot - plastic and tape - 4 mil	30.25 SF	0.00	0.41	1.42	2.48	16.30
251. Sand wood - interior	256.93 SF	0.00	15.42	451.66	792.38	5,205.90
252. Stain & finish trim	119.97 LF	0.00	2.37	32.41	56.86	373.60
253. Stain & finish door slab only (per side)	4.00 EA	0.00	87.79	40.03	70.24	461.43
254. Stain & finish chair rail	52.97 LF	0.00	2.62	15.82	27.76	182.36
255. Wallpaper - Premium grade	546.55 SF	0.00	4.94	307.80	540.00	3,547.76
256. Interior door - Detach & reset	2.00 EA	0.00	152.61	34.80	61.04	401.06
257. Door knob/lockset - Detach & reset	2.00 EA	0.00	59.70	13.61	23.88	156.89
258. Mask or cover per linear foot	52.97 LF	0.00	1.14	6.89	12.08	79.36
259. Add for dustless floor sanding	118.86 SF	0.00	1.25	16.94	29.72	195.24
260. Sand, stain, and finish wood floor	118.86 SF	0.00	9.08	123.04	215.86	1,418.15
261. Additional coats of finish (per coat)	118.86 SF	0.00	1.76	23.84	41.84	274.87
262. Clean window unit (per side) 21 - 40 SF	4.00 EA	0.00	64.08	29.22	51.26	336.80
263. Wallpaper Hanger - per hour	2.36 HR	0.00	141.43	38.05	66.76	438.58
additional labor to wallpaper a ceiling, roughly 2hr/100SF						
264. Smoke detector	1.00 EA	0.00	96.32	10.98	19.26	126.56
Totals: Bedroom 3				1,204.23	2,112.66	13,880.03



Bathroom

Height: 8' 1"

- 258.98 SF Walls
- 311.76 SF Walls & Ceiling
- 5.86 SY Flooring
- 32.07 LF Ceil. Perimeter
- 52.78 SF Ceiling
- 52.78 SF Floor
- 32.07 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
223							

265. Smoke seal (shellac) & paint paneling	160.36 SF	0.00	2.09	38.21	67.04	440.40
266. Stain & finish chair rail	32.07 LF	0.00	2.62	9.58	16.80	110.40

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**CONTINUED - Bathroom**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
267. Clean sink - Heavy	1.00 EA		0.00	46.20	5.27	9.24	60.71
268. Clean toilet - Heavy	1.00 EA		0.00	76.97	8.77	15.40	101.14
269. Clean tub - Heavy	1.00 EA		0.00	68.01	7.75	13.60	89.36
270. Light fixture - Detach & reset	2.00 EA		0.00	106.60	24.30	42.64	280.14
271. Floor protection - cardboard and tape	52.78 SF		0.00	0.98	5.89	10.34	67.95
272. Mask and prep for paint - plastic, paper, tape (per LF)	64.07 LF		0.00	2.36	17.23	30.24	198.68
273. Mask the surface area per square foot - plastic and tape - 4 mil	79.00 SF		0.00	0.41	3.70	6.48	42.57
274. Sand wood - interior	202.29 SF		0.00	15.42	355.60	623.86	4,098.77
275. Stain & finish trim	32.00 LF		0.00	2.37	8.64	15.16	99.64
276. Stain & finish door slab only (per side)	4.00 EA		0.00	87.79	40.03	70.24	461.43
277. Stain & finish chair rail	32.07 LF		0.00	2.62	9.58	16.80	110.40
278. Wallpaper - Premium grade	166.73 SF		0.00	4.94	93.90	164.74	1,082.29
279. Interior door - Detach & reset	21.00 EA		0.00	152.61	365.35	640.96	4,211.12
280. Door knob/lockset - Detach & reset	1.00 EA		0.00	59.70	6.80	11.94	78.44
281. Mask or cover per linear foot	32.07 LF		0.00	1.14	4.16	7.32	48.04
282. Add for dustless floor sanding	52.78 SF		0.00	1.25	7.52	13.20	86.70
283. Sand, stain, and finish wood floor	52.78 SF		0.00	9.08	54.64	95.84	629.72
284. Additional coats of finish (per coat)	52.78 SF		0.00	1.76	10.58	18.58	122.05
285. Clean window unit (per side) 10 - 20 SF	2.00 EA		0.00	45.86	10.45	18.34	120.51
286. Wallpaper Hanger - per hour	1.00 HR		0.00	141.43	16.13	28.28	185.84

additional labor to wallpaper a ceiling, roughly 2hr/100SF

Totals: Bathroom

1,104.08

1,937.04

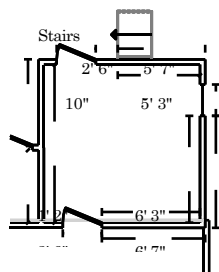
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1' 3" 6' 10" 10' 10' 1" 5' 5' 6' 4' 8"

Office

Height: 8' 1"

Up

324.19 SF Walls
 424.92 SF Walls & Ceiling
 11.19 SY Flooring
 40.15 LF Ceil. Perimeter

100.73 SF Ceiling
 100.73 SF Floor
 40.15 LF Floor Perimeter

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
287. Furring strip - 1" x 2"	167.81 SF		0.00	1.96	37.50	65.78	432.19
288. Batt insulation - 6" - R21 - unfaced batt	167.81 SF		0.00	2.05	39.22	68.80	452.03
289. Floor protection - plastic and tape - 10 mil	100.73 SF		0.00	0.51	5.86	10.28	67.51
290. 1/2" drywall - hung, taped, ready for texture	324.19 SF		0.00	3.94	145.61	255.46	1,678.38
291. Seal the walls w/PVA primer - one coat	324.19 SF		0.00	0.89	32.89	57.70	379.12
292. Wallpaper - Premium grade	424.92 SF		0.00	4.94	239.29	419.82	2,758.21
293. Wallpaper Hanger - per hour	2.00 HR		0.00	141.43	32.24	56.58	371.68
additional labor to wallpaper a ceiling, roughly 2hr/100SF							
294. Light fixture - Detach & reset	1.00 EA		0.00	106.60	12.16	21.32	140.08
295. Floor protection - cardboard and tape	100.73 SF		0.00	0.98	11.26	19.74	129.72

296. Mask and prep for paint - plastic, paper, tape (per LF)	92.15 LF	0.00	2.36	24.79	43.50	285.76
297. Mask the surface area per square foot - plastic and tape - 4 mil	36.00 SF	0.00	0.41	1.68	2.96	19.40
298. Sand wood - interior	116.15 SF	0.00	15.42	204.18	358.20	2,353.41
299. Stain & finish trim	92.15 LF	0.00	2.37	24.90	43.68	286.98
300. Stain & finish door slab only (per side)	2.00 EA	0.00	87.79	20.02	35.12	230.72
301. Trim board - 1" x 4" - installed (hardwood - oak or =)	40.15 LF	0.00	8.48	38.81	68.10	447.38
302. Trim board - 1" x 6" - installed (hardwood - oak or =)	52.00 LF	0.00	10.06	59.64	104.62	687.38
303. Interior door - Detach & reset	1.00 EA	0.00	152.61	17.40	30.52	200.53
304. Door knob/lockset - Detach & reset	1.00 EA	0.00	59.70	6.80	11.94	78.44
305. Mask or cover per linear foot	40.15 LF	0.00	1.14	5.22	9.16	60.15
306. Add for dustless floor sanding	100.73 SF	0.00	1.25	14.35	25.18	165.44
307. Sand, stain, and finish wood floor	100.73 SF	0.00	9.08	104.27	182.92	1,201.82

BREWMASERS-RPRS

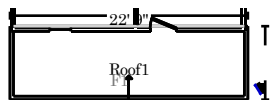
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CONTINUED - Office

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
308. Additional coats of finish (per coat)	100.73 SF		0.00	1.76	20.21	35.46	232.95
309. Clean window unit (per side) 21 - 40 SF	2.00 EA		0.00	64.08	14.62	25.64	168.42
310. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
Totals: Office					1,123.90	1,971.74	12,954.26



Roof1



164.97 Surface Area

60.02 Total Perimeter Length

1.65 Number of Squares

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
311. R&R Flashing - pipe jack	2.00 EA		21.05	75.15	21.94	38.48	252.82
312. Tear off, haul and dispose of roll roofing	1.65 SQ		121.41	0.00	22.84	40.06	263.23
313. R&R Sheathing - plywood - 1/2" CDX	192.00 SF		1.68	3.53	114.04	200.08	1,314.44
314. R&R Drip edge	60.02 LF		0.98	4.14	35.04	61.46	403.80
315. Remove Roll roofing - w/out felt	1.65 SQ		121.41	0.00	22.84	40.06	263.23
316. Remove Additional charge for high roof (2 stories or greater)	1.65 SQ		15.80	0.00	2.98	5.22	34.27
317. Roofing felt - 15 lb.	1.81 SQ		0.00	56.96	11.75	20.62	135.47
318. Roll roofing - w/out felt	1.81 SQ		0.00	110.17	22.73	39.88	262.02
319. Additional charge for high roof (2 stories or greater)	1.65 SQ		0.00	37.01	6.96	12.22	80.25
320. R&R Aluminum sidewall/endwall flashing - mill finish	22.75 LF		1.75	9.70	29.69	52.10	342.28
Totals: Roof1					290.81	510.18	3,351.81
Total: Level 1					7,807.28	13,697.06	89,989.02

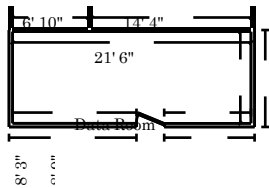
Basement

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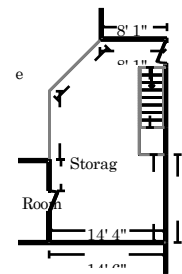
**Data Room****Height: 7' 6"**

446.25 SF Walls
 623.63 SF Walls & Ceiling
 19.71 SY Flooring
 59.50 LF Ceil. Perimeter

 177.38 SF Ceiling
 177.38 SF Floor
 59.50 LF Floor Perimeter

Structural repairs to this room have been included in "Back Storage" on the Main level.

321. Floor protection - plastic and tape - 10 mil	177.38 SF	0.00	0.47	9.50	16.68	109.55
322. Mask the surface area per square foot - plastic and tape - 4 mil	40.00 SF	0.00	0.41	1.87	3.28	21.55
323. Seal the walls and ceiling shellac - one coat	623.63 SF	0.00	1.15	81.76	143.44	942.37
Totals: Data Room				93.13	163.40	1,073.47



d
n
7' 7"
2' 6" 3' 5" 7' 7"
9' 7' 6"

Storage

Height: 7' 6"

- 353.65 SF Walls
- 664.73 SF Walls & Ceiling
- 34.56 SY Flooring
- 47.15 LF Ceil. Perimeter
- 311.08 SF Ceiling
- 311.08 SF Floor
- 47.15 LF Floor Perimeter

3' 8"
10' 11"

- Missing Wall

8' 7" X 7' 6"

Opens into STORAGE_AREA
- Missing Wall

9' 7/8" X 7' 6"

Opens into STORAGE_AREA

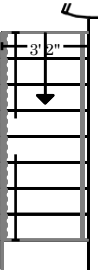
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n
7' 7"

Subroom: Stairs2 (2)

Height: 13' 6"

- 81.39 SF Walls
- 105.40 SF Walls & Ceiling
- 4.71 SY Flooring
- 228 LF Ceil. Perimeter

24.01 SF Ceiling
42.37 SF Floor
9.01 LF Floor Perimeter



Missing Wall	3' 2" X 13' 5 9/16"	Opens into STORAGE2
Missing Wall	7' 7" X 13' 5 9/16"	Opens into STORAGE2
Missing Wall	3' 2" X 13' 5 9/16"	Opens into STAIRS3

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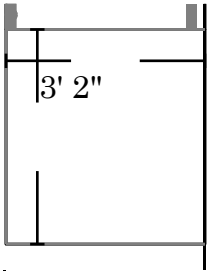
CONTINUED - Storage

Subroom: Stairs3 (1)

Height: 8'

27.33 SF Walls
38.15 SF Walls & Ceiling
1.20 SY Flooring
3.42 LF Ceil. Perimeter

10.82 SF Ceiling
10.82 SF Floor
3.42 LF Floor Perimeter

**Missing Wall****3' 2" X 8'****Opens into STAIRS2****Missing Wall****3' 5" X 8'****Opens into STORAGE2****Missing Wall****3' 2" X 8'****Opens into STORAGE2**

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
324. Floor protection - plastic and tape - 10 mil	200.00 SF		0.00	0.51	11.63	20.40	134.03
For repairs to drywall in basement following installation of new panel.							
325. 1/2" drywall - hung, taped, ready for texture	18.00 SF		0.00	3.94	8.09	14.18	93.19
326. 5/8" drywall - hung, taped, ready for texture	32.00 SF		0.00	4.10	14.95	26.24	172.39
327. Tape joint for new to existing drywall - per LF	33.00 LF		0.00	17.23	64.82	113.72	747.13
328. Seal the surface area w/PVA primer - one coat	56.00 SF		0.00	0.89	5.68	9.96	65.48
329. Texture drywall - smooth / skim coat	56.00 SF		0.00	2.79	17.81	31.24	205.29
330. Floor protection - plastic and tape - 10 mil	364.27 SF		0.00	0.47	19.51	34.24	224.96
331. Seal the surface area w/latex based stain blocker - one coat	60.00 SF		0.00	0.92	6.29	11.04	72.53
332. Paint more than the ceiling - two coats for uniform appearance	401.91 SF		0.00	1.47	67.36	118.16	776.33
333. Smoke detector	1.00 EA		0.00	96.32	10.98	19.26	126.56
334. Carpet	573.42 SF		0.00	4.59	300.05	526.40	3,458.45
335. R&R Exterior door - metal - insulated - flush or panel style	1.00 EA		64.12	555.72	70.66	123.96	814.46
336. Caulking - butyl rubber To seal around doors and windows	17.00 LF		0.00	5.30	10.27	18.02	118.39
337. Urethane foam sealant	17.00 LF		0.00	2.14	4.15	7.28	47.81
338. R&R Door lockset & deadbolt - exterior	1.00 EA		44.88	117.25	18.48	32.44	213.05

BREWMASERS-RPRS

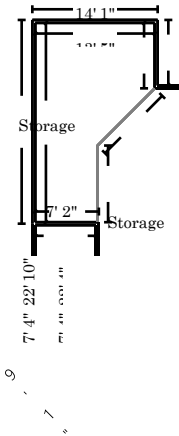
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CONTINUED - Storage

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
339. Cleaning Technician - incl. cleaning agent - per hour	2.00 HR		0.00	101.89	23.23	40.76	267.77
Totals: Storage					653.96	1,147.30	7,537.82



Storage Area2

Height: 7' 6"



- 376.35 SF Walls
- 599.54 SF Walls & Ceiling
- 24.80 SY Flooring
- 50.18 LF Ceil. Perimeter
- 223.19 SF Ceiling
- 223.19 SF Floor
- 50.18 LF Floor Perimeter

Missing Wall 8' 7" X 7' 6" Opens into STORAGE2
Missing Wall 9' 7/8" X 7' 6" Opens into STORAGE2

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
340. Carpet	297.58 SF		0.00	4.59	155.71	273.18	1,794.78
Totals: Storage Area2					155.71	273.18	1,794.78

Total: Basement		Misc.	902.80	1,583.88	10,406.07
-----------------	--	--------------	---------------	-----------------	------------------

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
-FEES-							
341. Asbestos test fee - self test (per sample)	4.00	EA	0.00	92.57	42.22	74.06	486.56
342. Asbestos test fee - full service survey - base fee	1.00	EA	0.00	385.00	43.90	77.00	505.90
343. Taxes, insurance, permits & fees (Bid Item)	1.00	EA					OPEN
-MISC-							
344. Tandem axle dump trailer - per load - including dump fees	3.00	EA	511.21	0.00	174.83	306.72	2,015.18
345. Residential Supervision / Project Management - per hour	135.44	HR	0.00	142.29	2,196.98	3,854.36	25,323.10

BREWMASTERS-RPRS

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**CONTINUED - Misc.**

DESCRIPTION	QTY
RESET	
REMOVE	REPLACE
TAX	O&P
TOTAL	

Please reference the Xactware White Paper on Overhead and Profit under "Job Related Overhead" for clarification: "**Job-Related Overhead are expenses** that can be attributed to a project, but cannot be attributed to a specific task and include any and **all** necessary **expenses** to complete the project **other than** direct **materials and labor**. Examples (**including** but not limited to): **Project managers**, onsite portable offices and restroom facilities, temporary power and fencing, security if needed, etc. Including Job-Related Overhead expenses in an Xactimate estimate – Job Related Overhead expenses **should be added as separate line items to the Xactimate estimate.**" This also includes scope writing.

A breakout of specific tasks that a project manager performs and as outlined within the Xactimate line item:

1. Coordinate, schedule and manage subcontractors and field staff.
2. Determining material selections with customer, ordering/purchasing of materials and expediting the pickup or delivery of materials
3. Site inspections and quality control
4. Permitting, plan review, posting permits, scheduling permitting inspections.
5. Communication, follow up with customer throughout the entire job process.

6. Completing paperwork, documenting as required by the carrier.

7. Scope writing, communication with adjuster.

Heritage has found an average of 12% of labor summary hours is usually appropriate, but an accounting report of total supervisory hours on the job can be generated at the end of the job if requested.

346. Electrical (Bid Item)	1.00 EA	0.00	7,100.00	809.40	1,420.00	9,329.40
See bid from Reliable Electric. Bid may change and need to be supplemented after inspection by L&I.						
347. Window Treatment (Bid Item)	1.00 EA	0.00	5,162.00	588.47	1,032.40	6,782.87
See bid from The Blind Depot						
348. Cleaning Technician - incl. cleaning agent - per hour	16.00 HR	0.00	101.89	185.84	326.04	2,142.12
Post Construction cleaning.						
349. Material Only Sheathing - plywood - 3/4" CDX	128.00 SF	0.00	1.42	20.72	36.36	238.84
landscape protection for trailers during demo						
350. General Demolition - per hour	4.00 HR	113.14	0.00	51.59	90.52	594.67
landscape protection for trailers during demo						
351. Electrical - Special Systems (Bid Item)	1.00 EA					OPEN
Security cameras and IT/data networking						
Totals: Misc.				4,113.95	7,217.46	47,418.64
Total: SKETCH1				23,280.04	40,842.58	268,333.86

Labor Minimums Applied

DESCRIPTION	QTY	RESET	REMOVE	REPLACE	TAX	O&P	TOTAL
352. Vinyl floor covering labor minimum	1.00 EA		0.00	207.58	23.66	41.52	272.76
Totals: Labor Minimums Applied					23.66	41.52	272.76

BREWMASTERS-RPRS

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Line Item Totals: BREWMASTERS-RPRS **23,303.70** **40,884.10** **268,606.62**

Grand Total Areas:

7,080.23 SF Walls	3,208.86 SF Ceiling	10,289.08 SF Walls and Ceiling
3,210.91 SF Floor	356.77 SY Flooring	903.13 LF Floor Perimeter
0.00 SF Long Wall	0.00 SF Short Wall	920.32 LF Ceil. Perimeter
3,210.91 Floor Area	3,426.23 Total Area	6,588.32 Interior Wall Area

3,950.65 Exterior Wall Area

494.73 Exterior Perimeter of
Walls164.97 Surface Area
0.00 Total Ridge Length1.65 Number of Squares
0.00 Total Hip Length

60.02 Total Perimeter Length

BREWMASTERS-RPRS

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Summary

Line Item Total	204,418.82
Overhead	20,442.05
Profit	20,442.05
Sales Tax	23,303.70
Replacement Cost Value	\$268,606.62
Net Claim	\$268,606.62

Alan Baum

BREWMASTERS-RPRS

5/30/2023

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Recap of Taxes, Overhead and Profit

Overhead (10%)	Profit (10%)	Sales Tax (9.5%)	
Line Items	20,442.05	20,442.05	23,303.70
Total	20,442.05	20,442.05	23,303.70

BREWMASTERS-RPRS

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Recap by Room

Estimate: BREWMASTERS-RPRS

Area: SKETCH1

Area: Main Level	9,156.86	4.48%
Office	8,736.47	4.27%
Closet	1,768.95	0.87%
Dining Room	10,044.43	4.91%
Entry	17,199.20	8.41%
Kitchen	11,990.29	5.87%
WC	2,749.63	1.35%
Back Storage	20,662.27	10.11%
Stairs2	9,411.84	4.60%

Area Subtotal: Main Level

91,719.94 44.87%

Area: Level 1	1,482.84	0.73%
Landing	9,435.82	4.62%
Bedroom 1	9,804.80	4.80%
Bedroom 2	15,103.46	7.39%
Bedroom 3	10,563.14	5.17%
Bathroom	9,685.18	4.74%
Office	9,858.62	4.82%
Roof1	2,550.82	1.25%

Area Subtotal: Level 1

68,484.68 33.50%

Area: Basement

Data Room	816.94	0.40%
Storage	5,736.56	2.81%
Storage Area2	1,365.89	0.67%

Area Subtotal: Basement

7,919.39 3.87%

Misc.

36,087.23 17.65%

Area Subtotal: SKETCH1

204,211.24 99.90%

Labor Minimums Applied

207.58 0.10%

Subtotal of Areas

204,418.82 100.00%

Total

204,418.82 100.00%

BREWMASTERS-RPRS

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Recap by Category

O&P Items	Total	%
CLEANING	5,137.97	1.91%
CONCRETE & ASPHALT	870.75	0.32%
GENERAL DEMOLITION	6,146.55	2.29%
DOORS	8,948.09	3.33%
DRYWALL	4,991.68	1.86%
ELECTRICAL	8,621.77	3.21%
FLOOR COVERING - CARPET	3,997.89	1.49%
FLOOR COVERING - VINYL	546.18	0.20%
FLOOR COVERING - WOOD	21,577.98	8.03%
PERMITS AND FEES	755.28	0.28%
FINISH CARPENTRY / TRIMWORK	5,342.37	1.99%
FINISH HARDWARE	1,068.15	0.40%
FIREPLACES	1,102.72	0.41%
FRAMING & ROUGH CARPENTRY	4,767.30	1.77%
INSULATION	1,143.81	0.43%
LABOR ONLY	19,271.76	7.17%
LIGHT FIXTURES	2,147.57	0.80%
MOISTURE PROTECTION	270.30	0.10%
PLUMBING	531.16	0.20%
PAINTING	61,258.16	22.81%
ROOFING	1,660.80	0.62%
SCAFFOLDING	1,174.70	0.44%
SIDING	2,212.26	0.82%
SOFFIT, FASCIA, & GUTTER	877.96	0.33%
WINDOW TREATMENT	5,162.00	1.92%
WALLPAPER	34,833.66	12.97%
O&P Items Subtotal	204,418.82	76.10%
Overhead	20,442.05	7.61%
Profit	20,442.05	7.61%
Sales Tax	23,303.70	8.68%
Total	268,606.62	100.00%



BREWMASTERS-RPRS

5/30/2023

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Exhibit B

**CITY OF TUMWATER
BREWMASER'S HOUSE REPAIR AND RENOVATION**

NOTICE OF COMPLETION OF PUBLIC WORKS CONTRACT

Contractor: Heritage Renovation

Project: **BREWMASER'S HOUSE REPAIR AND RENOVATION**

The City of Tumwater has determined that the Brewmaster's House Repair and Renovation project has been Physically Completed per Section 1-08.5 of the Standard Specifications as of _____, 2023, for all work that the contract requires.

This date shall constitute physical completion of the contract but shall not imply the City's acceptance of the work or contract.

Sincerely,

Manager

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CONTRACT CHANGE ORDER AGREEMENT



DATE:	CHANGE ORDER NO:	
PROJECT:		
PROJECT #:	ORIGINAL CONTRACT AMOUNT:	
CONTRACTOR:	UNDER PAY ESTIMATE NO:	

This change order agreement shall be full compensation for implementing the proposed change in the Work, including any adjustment in the Contract Sum or Contract Time, and including compensation for all delays in connection with such change in the Work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in the Work.

[illegible]

SUMMARY OF PROPOSED CHANGE:

Following describes the proposed change in the Work:

A.

B. The amount of working/calendar days that will be added to the total authorized contract days as a result of this

APPROVED BY:

CONTRACTOR: _____ DATE: _____

PW DIRECTOR _____ DATE: _____

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Exhibit D
BREWMASTER'S HOUSE REPAIR AND RENOVATION

**NOTICE TO LABOR UNIONS OR OTHER EMPLOYMENT ORGANIZATIONS OF
NONDISCRIMINATION IN EMPLOYMENT**

TO: ALL EMPLOYEES

AND TO: _____
(Name of Union or Organization)

The undersigned currently holds contract(s) with _____
involving funds or credit of the City of Tumwater, Washington, or (a) subcontract(s) with a
prime contractor holding such contract(s).

You are advised that, under the provisions of the above contract(s) or subcontract(s) and in
accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the
undersigned is obliged not to discriminate against any employee or applicant of
employment because of race, religion, creed, color, national origin, sex, marital status,
disability, sexual orientation, age or other basis prohibited by state or federal law. This
obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING

RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR
TERMINATION

This notice is furnished to you pursuant to the provisions of the above contract(s) or
subcontractor(s) and Executive Order 11246.

Copies of this Notice will be posted by the undersigned in conspicuous places available to
employees or applicants for employment.

Complaints may be submitted to the City Engineer,
City of Tumwater, 555 Israel Road SW, Tumwater, WA 98501

Signed

(Contractor or Subcontractor)

Type/Print Name

Date

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/1/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NFP Property & Casualty Services, Inc. PO Box 936 Chehalis, WA 98532-0936	CONTACT NAME: Diane Coutts PHONE (A/C, No, Ext): (360) 996-3067 FAX (A/C, No): (360) 748-7260 E-MAIL ADDRESS: diane.coutts@nfp.com
INSURER(S) AFFORDING COVERAGE	
INSURER A : Colony Insurance Company	
NAIC #	
INSURER B : Mutual of Enumclaw Insurance Company	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Heritage Restoration, Inc
1581 N National Ave
Chehalis, WA 98532

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY	X	X	PACER4257970	4/22/2022	4/22/2023	EACH OCCURRENCE \$ 1,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	OTHER:						\$
B	AUTOMOBILE LIABILITY	X	X	CPP0026087	4/22/2022	4/22/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Employers Liability			PACER4257970	4/22/2022	4/22/2023	Stop gap 1,000,000
A	Professional Liab			PACER4257970	4/22/2022	4/22/2023	Prof Liability 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Tumwater is additional insured in regards to general liability and commercial auto per written contract. Coverage is primary and wavier os subrogation applies.

See attached endorsements.

CERTIFICATE HOLDER**CANCELLATION**

City of Tumwater
7007 Capitol Blvd
Tumwater, WA 98501

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Exhibit F

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

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

State of Washington)
) ss
County of)

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

_____, being first duly sworn, on their oath, states
that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby
certifies that _____ is in compliance
(Name of Firm)
with TMC 3.46.

Signed

Type/Print Name

Subscribed and sworn to before me this _____ day of _____, 20____.

Type/Print Name

Notary Public in and for the State of Washington.
My commission expires _____.

Chapter 3.46

CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

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

3.46.010 Definitions.

For the purpose of this chapter:

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

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

3.46.020 Nondiscrimination in benefits.

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

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

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

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

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

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

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

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

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

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

3.46.030 Limitations.

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

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

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

3.46.040 Powers and duties of the city administrator.

The city administrator shall have the power to:

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

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

3.46.050 Appeals.

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

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

3.46.060 Effective date.

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

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

Exhibit G-1**CITY OF TUMWATER
BREWMASTER'S HOUSE REPAIR AND RENOVATION****PERFORMANCE BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned **City of Tumwater**, ("Principal") and **Heritage Restoration LLC.**, the undersigned corporation organized and existing under the laws of the State of Washington and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents (\$268,606.62) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2023 for the Brewmaster's House Repair and Renovation project.

NOW, THEREFORE, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and shall indemnify and hold the City harmless from any damage or expense by reason of failure of performance as specified in the Agreement within a period of one (1) year after its final acceptance thereof by the City, then this obligation shall be void; but otherwise, if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2023

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By _____

Type/Print Name

Title

Address

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CERTIFICATE AS TO CORPORATE SEAL

I hereby certify that I am the (Assistant) Secretary of the Corporation named as Principal in the within bond; that _____, who signed the said bond on behalf of the Principal, was _____ of the said Corporation; that I know his or her signature thereto is genuine, and that said bond was duly signed, sealed, and attested for and in behalf of said Corporation by authority of its governing body.

Type/Print Name

Secretary or Assistant Secretary

CORPORATE SEAL OF SURETY: [SURETY]

By:_____
Attorney-in-Fact
(Attach Power of Attorney)

Name of Person Executing Bond

Address

Phone

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

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Exhibit G-2**CITY OF TUMWATER****BREWMASTER'S HOUSE REPAIR AND RENOVATION****PAYMENT BOND**

KNOW ALL PEOPLE BY THESE PRESENTS:

We, the undersigned **City of Tumwater**, ("Principal") and **Heritage Restoration Inc**, the undersigned corporation organized and existing under the laws of the State of **Washington** and legally doing business in the State of Washington as a surety ("Surety"), are held and firmly bonded unto the City of Tumwater, a Washington municipal corporation ("City") in the penal sum of Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents (\$268,606.62) for the payment of which we firmly bind ourselves and our legal representatives, heirs, successors and assigns, jointly and severally.

This obligation is entered into pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted.

The Principal has entered into a Contract with the City dated _____, 2023 for the Brewmaster's House Repair and Renovation project.

NOW, THEREFORE if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW in the manner and within the time period prescribed by the City, or within such extensions of time as may be granted under the Contract, this statutory Payment Bond shall become null and void, and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

And the Surety, for value received, hereby further stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alterations or additions to the terms of the Contract or to the Work.

The Surety hereby agrees that modifications and changes may be made in terms and provisions of the Contract without notice to Surety, and any such modifications or changes increasing the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this Performance Bond in a like amount, such increase, however, not to exceed twenty-five percent (25%) of the original amount of this bond without the consent of the Surety.

Within forty-five (45) days of receiving notice that the Principal has defaulted on all or part of the terms of the Contract, the Surety shall make a written commitment to the City that it will either: (a) cure the default itself within a reasonable time period, or (b) tender to the City, the amount necessary for the City to remedy the default, including legal fees incurred by the City, or (c) in the event that Surety's evaluation of the dispute is not complete or in the event the Surety disputes the City's claim of default, the Surety shall notify the City of its finding and its intent, if any, to

interplead. The Surety shall then fulfill its obligations under this bond, according to the option it has elected. Should Surety elect option (a) to cure the default, the penal sum of the Bond shall be reduced in an amount equal to the costs actually incurred by the Surety in curing the default. If the Surety elects option (b), then upon completion of the necessary work, the City shall notify the Surety of its actual costs. The City shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the City any actual costs which exceed the City estimate, limited to the bond amount. Should the Surety elect option (c), the Parties shall first complete participation in mediation, described in the below paragraph, prior to any interplead action.

In the event a dispute should arise between the Parties to this Bond with respect to the City's declaration of default by the Principal, the Parties agree to participate in at least four hours of mediation in accordance with the mediation procedures of Washington Arbitration and Mediation Services - Tacoma ("WAMS"). The Parties shall proportionately share in the cost of the mediation. The mediation shall be administered by the Tacoma WAMS office, 3600 Port of Tacoma Road, Suite 304, Tacoma, WA 98424, www.usamwa.com. The Surety shall not interplead prior to completion of the mediation.

DATED this _____ day of _____, 2023.

CORPORATE SEAL OF PRINCIPAL: [PRINCIPAL]

By _____

Type/Print Name

Title

Address

Exhibit H-1**CITY OF TUMWATER****BREWMASTERS HOUSE REPAIR AND RENOVATION****CONTRACTOR'S DECLARATION OF OPTION FOR MANAGEMENT
OF STATUTORY RETAINED PERCENTAGE****(Choose ONLY One)**

The owner shall withhold the retained percentage for this contract from time-to-time as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby elect to have the retained percentage for this contract held in a fund by the owner until sixty (60) days following final acceptance of the work. (No interest will be earned on the retained percentage amount under this election).

Contractor

By

Type/Print Name

Date

➤ ➤ ➤ ➤ ➤ ➤ **OR** ➤ ➤
➤ ➤ ➤ ➤ ➤ ➤ ➤ ➤

I hereby elect to have the owner deposit the retained percentage for this contract, from time-to-time, as such retained percentage accrues and in accordance with RCW 60.28.011, 021, and 051.

I hereby designate _____ as the depository for said funds, which shall be deposited in an interest earning account subject to joint control by owner and the contractor. All interest earned on said deposits shall belong to the contractor. If contractor fails to designate the depository, then the owner designates _____, which is the owner's depository under contract between said bank and the City of Tumwater.

I hereby further agree to be fully responsible for payment of all costs or fees incurred as a result of establishing said depository account and depositing the retained percentage as authorized by statute. The owner shall not be liable in any way for any costs or fees in connection therewith.

Contractor

By

Type/Print Name

Date

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Exhibit H-2**BREWMASTER'S HOUSE REPAIR AND RENOVATION****RETAINAGE BOND TO CITY OF TUMWATER**

KNOW ALL PERSONS BY THESE PRESENTS that we, the undersigned, City of Tumwater, as principal ("Principal"), and Heritage Restoration, a Corporation organized and existing under the laws of the State of Washington, as a surety Corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Contractors with Municipal Corporations, as surety ("Surety"), are jointly and severally held and firmly bonded to the City of Tumwater ("City") in the penal sum of: Two Hundred Sixty Eight Thousand Six Hundred Six Dollars and Sixty-two Cents (\$ 268,606.62) for the payment of which sum we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

A. This obligation is entered into in pursuant to the statutes of the State of Washington and the ordinances, regulations, standards and policies of the City, as now existing or hereafter amended or adopted; and

B. Pursuant to proper authorization, the Mayor is authorized to enter into a certain contract with the Principal, providing for the Brewmasters House Repair and Renovation project, which contract is incorporated herein by this reference ("Contract"), and

C. Pursuant to State law, Chapter 60.28 RCW, the City is required to reserve from the monies earned by the Principal pursuant to the contract, a sum not to exceed five percent (5%), said sum to be retained by the City as a trust fund for the protection and payment of any person or persons, mechanic, subcontractor or materialmen who shall perform any labor upon such contract or the doing of such work, and all persons who shall supply such person or persons or subcontractors with provisions and supplies for the carrying on of such work, and the State with the respect to taxes imposed pursuant to Title 82 RCW which may be due from said Principal. Every person performing labor or furnishing supplies towards completion of said improvement or work shall have a lien on said monies so reserved, provided that such notice of the lien of such claimant shall be given in the manner and within the time provided in RCW 39.08.030 as now existing and in accordance with any amendments that may hereafter be provided thereto; and

D. State law further provides that with the consent of the City, the Principal may submit a bond for all or any portion of the amount of funds retained by the public body in a form acceptable to the public body conditioned upon such bond any proceeds therefrom being made subject to all claims and liens and in the same manner and priority as set forth retained percentages pursuant to Chapter 60.28 RCW; and

E. The Principal has accepted, or is about to accept, the Contract, and undertake to perform the work therein provided for in the manner and within the time set forth, for the amount of \$ _____; and

F. The City is prepared to release any required retainage money previously paid by the Principal prior to acceptance and successful operation and fulfillment of all other terms of said contract upon being indemnified by these presents,

HERITAGE RESTORATION PRICING - 2023 PREVAILING WAGE

Xactimate Code	Description	Rate
CARP-FNC	Carpenter - Finish,Trim/Cabinet	\$ 140.80 /hr
CARP-FRM	Carpenter - General Framer	\$ 138.18 /hr
CARP-MECH	Carpenter - Mechanic	\$ 184.62 /hr
CLN	Cleaning Technician	\$ 100.59 /hr
CLN-F	Floor Cleaning Technician	\$ 94.78 /hr
CLN-R	Cleaning Remediation Technician	\$ 116.17 /hr
CLN-S	Cleaning - Supervisory/Administrative	\$ 117.97 /hr
CNC	Concrete Mason	\$ 161.26 /hr
DMP	Demolition Laborer	\$ 113.14 /hr
DRY	Drywall Installer/Finisher	\$ 152.68 /hr
ELE	Electrician	\$ 199.20 /hr
EQU	Equipment Operator	\$ 141.68 /hr
FEN	Fencing Installer	\$ 106.36 /hr
FLR	Flooring Installer	\$ 153.80 /hr
FLR-W	Wood Flooring Installer	\$ 143.30 /hr
HDW	Hardware Installer	\$ 114.39 /hr
HMRT	Hazardous Materials Remediation Technician	\$ 125.13 /hr
HMRT-S	Hazardous Materials Remediation - Supervisory/Administrative	\$ 136.56 /hr
HVC	Heating/ A.C Mechanic	\$ 233.50 /hr
INS	Insulation Installer	\$ 143.47 /hr
LBR	General Laborer	\$ 109.14 /hr
MAS	Mason/Brick Stone	\$ 136.97 /hr
OHD	Overhead Door Installer	\$ 137.55 /hr
ORI	Ornamental Iron Installer	\$ 139.11 /hr
PLA	Plasterer	\$ 152.92 /hr
PLM	Plumber	\$ 208.36 /hr
PNT	Painter	\$ 105.35 /hr
RFG	Roofer	\$ 222.61 /hr
RFG-M	Membrane Roofing Installer	\$ 157.23 /hr
SDG	Siding Installer	\$ 144.94 /hr
STL	Steel Worker	\$ 156.13 /hr
STU	Stucco Installer	\$ 123.78 /hr
SUPERC	Commercial Supervisor	\$ 135.29 /hr
SUPERR	Residential Supervisor	\$ 142.29 /hr
TIL	Tile/Cultured Marble Installer	\$ 187.43 /hr
TRT	Trauma/Crime Scene Cleaning Technician	\$ 239.25 /hr
TRT-S	Trauma/Crime Scene Cleaning -Supervisory/Administrative	\$ 266.82 /hr
WPR	Wallpaper Hanger	\$ 141.43 /hr

TO: Budget and Finance Committee
FROM: Troy Niemeyer, Finance Director
DATE: November 21, 2023
SUBJECT: Ordinance O2023-015 Budget Amendment No. 1

1) Recommended Action:

After holding a public hearing to receive public testimony on the proposed amendment, move to adopt Ordinance No. O2023-015 Budget Amendment No. 1.

2) Background:

The City Council adopted Ordinance No. O2022-028, the 2023-2024 biennial budget on December 6, 2022. Staff have identified additional revenues and expenditures. In addition, this amendment will true up the beginning fund balance, which was an estimated amount at the time of the biennial budget adoption.

3) Policy Support:

Refine and sustain a great organization.
Build a community recognized for quality, compassion, and humanity.
Be a leader in environmental sustainability.

4) Alternatives:

☐ Delay adoption to December 5, and send back to staff for changes.

5) Fiscal Notes:

The budget amendment adds \$2.3 million of new expenditures, including \$1.4 million in the General Fund. It also adds \$1.1 million in revenue, for a net expenditure increase of \$1.2 million in 2023. In addition, it adds \$2.1 million in 2024 expenses, including 1.4 million in the General Fund.

6) Attachments:

A. Attachment A – Ordinance O2023-015
B. Attachment B – Budget Changes

ORDINANCE NO. O2023-015

AN ORDINANCE of the City Council of the City of Tumwater, Washington amending the 2023-2024 City of Tumwater Biennial Budget for the 2023-2024 calendar years, amending Ordinance O2022-028, 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 O2022-028, adopting the biennial budget for the fiscal period 2023-2024, on December 6, 2022; and

WHEREAS, Budget Amendments were presented and discussed at the Budget and Finance Committee meetings on October 23, 2023 and November 7, 2023; and

WHEREAS, various staff positions within the City of Tumwater are needed in order to maintain current levels of service; and

WHEREAS, numerous other 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. O2022-028, enacted December 6, 2022, is hereby 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 2023-2024 biennium are set forth in Exhibit "A", and are hereby appropriated for expenditure at the fund level during the 2023-2024 biennium.

Section 2. Salary Schedule. The Salary Schedule, as 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 hereby adopted.

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

Section 4. 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. 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 take effect five days after passage, approval and publication.

ADOPTED this 21st Day of November 2023.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

CITY OF TUMWATER
Budget Amendment 1
2023 - 2024

O2023-015
Exhibit A

FUNDS BY TYPE	Beginning Fund Balance	Revenues	Total Resources	Expenditures	Ending Fund Balance	Proposed Budget
General Government Funds						
001 General Fund	\$ 20,913,957	\$ 74,382,812	\$ 95,296,769	\$ 83,228,730	\$ 12,068,039	\$ 95,296,769
002 Public Safety Reserve	969,074	3,950,200	4,919,274	3,740,000	1,179,274	4,919,274
007 Permit Reserve	510,289	205,000	715,289	-	715,289	715,289
008 Emergency Reserve	1,437,601	631,500	2,069,101	-	2,069,101	2,069,101
009 Facilities Reserve Fund	1,957,625	7,700	1,965,325	702,000	1,263,325	1,965,325
012 Recreation Special Programs	95,576	70,000	165,576	104,300	61,276	165,576
015 Parks Board	114,568	40,000	154,568	40,000	114,568	154,568
016 E-Link & Fiberoptics	738,661	114,000	852,661	375,000	477,661	852,661
017 Historical Commission	20,228	20,000	40,228	-	40,228	40,228
018 K-9	1,908	100	2,008	2,008	-	2,008
019 US Flag Recognition	14,000	50	14,050	1,000	13,050	14,050
GENERAL GOVERNMENT FUNDS	\$ 26,773,487	\$ 79,421,362	\$ 106,194,849	\$ 88,193,038	\$ 18,001,811	\$ 106,194,849
Special Revenue Funds						
105 Affordable Housing Sales Tax Fund	\$ 77,728	\$ 127,448	\$ 205,176	\$ 127,408	\$ 77,768	\$ 205,176
107 Domestic Violence Prevention Fund	2,536	-	2,536	-	2,536	2,536
108 Drug & Other Seizure Fund	56,043	30	56,073	15,500	40,573	56,073
109 Lodging Tax Fund	687,028	660,300	1,347,328	649,160	698,168	1,347,328
111 Development Fees Fund	15,661,850	5,910,000	21,571,850	10,094,000	11,477,850	21,571,850
120 Barnes Lake Management District Fu	51,378	39,112	90,490	54,675	35,815	90,490
130 Transportation Benefit District	6,052,975	4,471,000	10,523,975	9,173,990	1,349,985	10,523,975
Debt Service Fund						
200 General Obligation Debt Service Fun	\$ 90,137	\$ 399,600	\$ 489,737	\$ 391,490	\$ 98,247	\$ 489,737
Capital Project Funds						
303 General Government CFP Fund	\$ 2,364,853	\$ 18,407,500	\$ 20,772,353	\$ 19,348,687	\$ 1,423,666	\$ 20,772,353
304 Transportation CFP Fund	14,032,277	26,972,600	41,004,877	35,330,000	5,674,877	41,004,877
Proprietary Funds						
400 Water Utility Fund	\$ 15,727,616	\$ 15,249,203	\$ 30,976,819	\$ 18,496,447	\$ 12,480,372	\$ 30,976,819
401 Sewer Utility Fund	14,494,438	21,006,820	35,501,258	21,515,162	13,986,096	35,501,258
411 Storm Utility Fund	7,857,539	10,135,112	17,992,651	8,183,026	9,809,625	17,992,651
480 Golf Course Fund	164,774	4,996,425	5,161,199	5,054,696	106,503	5,161,199
Internal Service Funds						
501 Fleet ER&R Fund	\$ 3,974,580	\$ 5,047,269	\$ 9,021,849	\$ 9,021,849	\$ -	\$ 9,021,849
502 IT ER&R Fund	1,673,457	3,076,420	4,749,877	4,749,877	-	4,749,877
CITY-WIDE TOTALS	\$ 109,742,696	\$ 195,920,201	\$ 305,662,897	\$ 230,399,005	\$ 75,263,892	\$ 305,662,897

2024 Classification and Pay Schedule				
Minimum Wage: \$16.28 Hourly		Attachment B		
	Active Job Classes	Grade	Minimum	Maximum
101	City Administrator	88	14005	17066
113	Executive Assistant	52	5758	7014
142	Communications Manager	66	8135	9911
149	Community Engagement Specialist	50	5481	6677
107	Department Assistant III	45	4845	5903
108	Department Assistant II	41	4390	5347
109	Department Assistant I	34	3693	4497
112	Administrative Assistant	50	5481	6677
102	City Attorney	83	12380	15084
148	Legal Assistant	50	5481	6677
103	Administrative Services Director	80	11494	14005
104	Human Resources Analyst	57	6514	7938
106	HR Program Manager	62	7368	8981
117	City Clerk	57	6514	7938
146	Records Clerk	41	4390	5347
110	Assistant City Attorney	70	8981	10942
360	Information Technology Manager	72	9434	11494
362	Network Administrator	59	6845	8337
372	Business Analyst	54	6049	7368
368	Applications Analyst	50	5481	6677
370	Senior Information Technology Specialist	54	6049	7368
371	ERP Implementation Manager	66	8135	9911
115	Finance Director	80	11494	14005
116	Assistant Finance Director	72	9434	11494
118	Accountant	54	6049	7368
119	Payroll Officer	49	5347	6514
120	Accounting/Utility Billing Supervisor	57	6514	7938
121	Accounting Assistant I	44	4727	5758
152	Accounting Assistant II	45	4845	5903
124	Accounting Technician	46	4967	6049
144	Senior Accountant	62	7368	8981
227	Community Development Director	80	11494	14005
229	Permit Manager	66	8135	9911
234	Senior Planner	60	7014	8547
153	Assistant Planner	51	5619	6845
231	Associate Planner	54	6049	7368
235	Planning Manager	66	8135	9911
237	Permit/Planning Technician	46	4967	6049
150	Economic Development Manager	66	8135	9911
401	Building and Fire Safety Official	66	7822	9530
403	Building and Fire Safety Plans Examiner	55	6202	7551
405	Building/Fire Safety Inspector	53	5903	7187
240	Parks and Recreation Director	78	10942	13332
241	Recreation Supervisor	57	6514	7938
242	Recreation Coordinator	49	5347	6514

243	Recreation and Marketing Specialist	50	5481	6677
244	Recreation Manager	62	7368	8981
250	Golf Operations Manager	62	7368	8981
252	Golf Course Superintendent	52	5758	7014
254	Golf Maintenance Worker II	43	4608	5619
256	Golf Operations Coordinator	40	4280	5216
317	Parks & Facilities Manager	66	8135	9911
319	Parks Maintenance Worker II	43	4608	5619
320	Parks Maintenance Supervisor	54	6049	7368
321	Equipment Repair Technician	45	4845	5903
322	Building Maintenance Supervisor	54	6049	7368
323	Parks Maintenance Lead	45	4845	5903
324	Parks Maintenance Worker I	40	4280	5216
326	Building Maintenance Worker II	46	4967	6049
132	Volunteer Coordinator	48	5216	6360
258	Arts Specialist	50	5481	6677
373	Golf Operations Supervisor	50	5481	6677
200	Senior Engineer	70	8981	10942
242	Engineering Services Manager	72	9434	11494
209	Engineer III	69	8761	10671
210	Transportation & Engineering Director	80	11494	14005
211	Engineer II	64	7742	9434
212	Engineer I	58	6677	8135
217	Engineering Tech III	50	5481	6677
215	Engineering Tech IV	56	6360	7742
216	Senior Inspector	58	6677	8135
258	GIS Analyst	54	6049	7368
221	GIS Program Coordinator	56	6360	7742
223	Transportation Manager	72	9434	11494
226	Transportation Operations Manager	66	8135	9911
342	Traffic Signal and Streetlight Tech II	Per Contract		
345	Fleet Technician I	Per Contract		
374	Fleet Technician II	Per Contract		
218	Water Resources & Sustainability Director	78	10942	13332
214	Water Resources Specialist	54	6049	7368
	Senior Water Resources Specialist	62	7368	8981
225	Utilities Operations Manager	66	8135	9911
408	Inspector - Stormwater	50	5481	6677
257	Sustainability Coordinator	54	6049	7368
208	Water Resources Program Manager	66	8135	9911
351	Maintenance Tech I	Per Contract		
352	Maintenance Tech II	Per Contract		
353	Maintenance Tech III	Per Contract		
344	Electrician II	Per Contract		
349	Field Crew Lead	Per Contract		
409	Police Chief	83	12380	15084
410	Police Commander	78	10942	13332
413	Police Lieutenant	Per Contract		
414	Police Sergeant	Per Contract		

415	Police Officer	Per Contract		
416	Police Evidence Technician	48	5216	6360
133	Police Administrative Manager	66	8135	9911
140	Police Services Specialist I	45	4845	5903
141	Police Services Specialist II	50	5481	6677
417	Police Management Analyst	53	5903	7187
431	Fire Chief	82	12078	14715
433	Assistant Fire Chief	78	10942	13332
435	Battalion Chief	Per Contract		
437	Paramedic Lieutenant	Per Contract		
438	Fire Training Lieutenant	Per Contract		
439	Fire Lieutenant	Per Contract		
440	Fire Prevention Officer I	Per Contract		
441	Paramedic Firefighter	Per Contract		
442	Firefighter	Per Contract		
444	Medical Services Officer and BC	Per Contract		
445	Fire Prevention Officer II	Per Contract		

Note: *Turnover and recruitments may shift individual classification headcount through 2024. For example, some job families such as department assistant or engineer may shift as business needs dictate. However, the overall headcount will not increase without council approval.*

2024 Non-rep Grades and Steps**4.0 % COLA, \$16.28 Minimum Wage**

GRADES	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
24	2885	2957	3031	3105	3183	3264	3346	3425	3515
25	2957	3031	3105	3183	3264	3346	3425	3515	3602
26	3031	3105	3183	3264	3346	3425	3515	3602	3693
27	3105	3183	3264	3346	3425	3515	3602	3693	3784
28	3183	3264	3346	3425	3515	3602	3693	3784	3876
29	3264	3346	3425	3515	3602	3693	3784	3876	3976
30	3346	3425	3515	3602	3693	3784	3876	3976	4076
31	3425	3515	3602	3693	3784	3876	3976	4094	4174
32	3515	3602	3693	3784	3876	3976	4076	4174	4280
33	3602	3693	3784	3876	3976	4076	4174	4280	4390
34	3693	3784	3876	3976	4076	4174	4280	4390	4497
35	3784	3876	3976	4076	4174	4280	4390	4497	4608
36	3876	3976	4076	4174	4280	4390	4497	4608	4727
37	3976	4076	4174	4280	4390	4497	4608	4727	4845
38	4076	4174	4280	4390	4497	4608	4727	4845	4967
39	4174	4280	4390	4497	4608	4727	4845	4967	5088
40	4280	4390	4497	4608	4727	4845	4967	5088	5216
41	4390	4497	4608	4727	4845	4967	5088	5216	5347
42	4497	4608	4727	4845	4967	5088	5216	5347	5481
43	4608	4727	4845	4967	5088	5216	5347	5481	5619
44	4727	4845	4967	5088	5216	5347	5481	5619	5758
45	4845	4967	5088	5216	5347	5481	5619	5758	5903
46	4967	5088	5216	5347	5481	5619	5758	5903	6049
47	5088	5216	5347	5481	5619	5758	5903	6049	6202
48	5216	5347	5481	5619	5758	5903	6049	6202	6360
49	5347	5481	5619	5758	5903	6049	6202	6360	6514
50	5481	5619	5758	5903	6049	6202	6360	6514	6677
51	5619	5758	5903	6049	6202	6360	6514	6677	6845
52	5758	5903	6049	6202	6360	6514	6677	6845	7014
53	5903	6049	6202	6360	6514	6677	6845	7014	7187
54	6049	6202	6360	6514	6677	6845	7014	7187	7368
55	6202	6360	6514	6677	6845	7014	7187	7368	7551
56	6360	6514	6677	6845	7014	7187	7368	7551	7742
57	6514	6677	6845	7014	7187	7368	7551	7742	7938
58	6677	6845	7014	7187	7368	7551	7742	7938	8135
59	6845	7014	7187	7368	7551	7742	7938	8135	8337
60	7014	7187	7368	7551	7742	7938	8135	8337	8547
61	7187	7368	7551	7742	7938	8135	8337	8547	8761
62	7368	7551	7742	7938	8135	8337	8547	8761	8981
63	7551	7742	7938	8135	8337	8547	8761	8981	9207
64	7742	7938	8135	8337	8547	8761	8981	9207	9434
65	7938	8135	8337	8547	8761	8981	9207	9434	9671

66	8135	8337	8547	8761	8981	9207	9434	9671	9911
67	8337	8547	8761	8981	9207	9434	9671	9911	10159
68	8547	8761	8981	9207	9434	9671	9911	10159	10411
69	8761	8981	9207	9434	9671	9911	10159	10411	10671
70	8981	9207	9434	9671	9911	10159	10411	10671	10942
71	9207	9434	9671	9911	10159	10411	10671	10942	11214
72	9434	9671	9911	10159	10411	10671	10942	11214	11494
73	9671	9911	10159	10411	10671	10942	11214	11494	11781
74	9911	10159	10411	10671	10942	11214	11494	11781	12078
75	10159	10411	10671	10942	11214	11494	11781	12078	12380
76	10411	10671	10942	11214	11494	11781	12078	12380	12687
77	10671	10942	11214	11494	11781	12078	12380	12687	13004
78	10942	11214	11494	11781	12078	12380	12687	13004	13332
79	11214	11494	11781	12078	12380	12687	13004	13332	13665
80	11494	11781	12078	12380	12687	13004	13332	13665	14005
81	11781	12078	12380	12687	13004	13332	13665	14005	14355
82	12078	12380	12687	13004	13332	13665	14005	14355	14715
83	12380	12687	13004	13332	13665	14005	14355	14715	15084
84	12687	13004	13332	13665	14005	14355	14715	15084	15462
85	13004	13332	13665	14005	14355	14715	15084	15462	15849
86	13332	13665	14005	14355	14715	15084	15462	15849	16245
87	13665	14005	14355	14715	15084	15462	15849	16245	16650
88	14005	14355	14715	15084	15462	15849	16245	16650	17066

1st Amendment

CITY OF TUMWATER

Proposed 2023-2024 Budget Changes
All Fund Summary

Attachment 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	\$ 3,391,147		\$ 1,691,984		\$ 5,083,131		\$ 3,236,033		\$ 1,847,098	\$ 5,083,131
002	Public Safety Reserve	(746,198)		-		(746,198)		69,000		(815,198)	(746,198)
007	Permit Reserve	5,996		-		5,996		-		5,996	5,996
008	Emergency Reserve	16,393		-		16,393		-		16,393	16,393
009	Facilities Reserve Fund	(4,074)		-		(4,074)		(69,000)		64,926	(4,074)
012	Recreation Special Programs	5,362		-		5,362		-		5,362	5,362
015	Parks Board	314		-		314		-		314	314
016	E-Link & Fiberoptics	10,359		-		10,359		-		10,359	10,359
017	Historical Commission	10,838		-		10,838		-		10,838	10,838
018	K-9	(6,366)		-		(6,366)		(3,992)		(2,374)	(6,366)
019	US Flag Recognition Fund (new)	339		-		339		-		339	339
TOTAL GENERAL FUND AS BUDGETED		2,684,110	-	1,691,984	-	4,376,094		3,232,041		1,144,053	4,376,094
Special Revenue Funds											
105	Affordable Housing Sales Tax Fund (new)	\$ 14,223		\$ -		\$ 14,223		\$ -		\$ 14,223	\$ 14,223
107	Domestic Violence Prevention Fund	(1,102)		-		(1,102)		-		(1,102)	(1,102)
108	Drug & Other Seizure Fund	5,021		-		5,021		-		5,021	5,021
109	Lodging Tax Fund	107,813		-		107,813		3,350		104,463	107,813
111	Development Fees Fund	657,113		-		657,113		-		657,113	657,113
120	Barnes Lake Management District Fund	4,844		-		4,844		-		4,844	4,844
130	Tumwater Transportation Benefit District	375,820		-		375,820		-		375,820	375,820
Debt Service Funds											
200	General Obligation Debt Service Fund	\$ 8,878		\$ -		\$ 8,878		\$ -		\$ 8,878	\$ 8,878
Capital Project Funds											
303	General Government CFP Fund	\$ 785,879		\$ -		\$ 785,879		\$ 148,600		\$ 637,279	\$ 785,879
304	Transportation CFP Fund	1,942,231		-		1,942,231		45,000		1,897,231	1,942,231
Proprietary Funds											
400	Water Utility Fund	\$ 2,762,617		\$ -		\$ 2,762,617		\$ 4,795,189		\$ (2,032,572)	\$ 2,762,617
401	Sewer Utility Fund	(2,528,003)		-		(2,528,003)		204,715		(2,732,718)	(2,528,003)
411	Storm Utility Fund	(2,073,729)		25,000		(2,048,729)		93,394		(2,142,123)	(2,048,729)
480	Golf Course Fund	(1,462,014)		-		(1,462,014)		59,844		(1,521,858)	(1,462,014)
Internal Service Funds											
501	Fleet ER & R Fund	\$ (380,635)		178,125		(202,510)		(202,510)		-	(202,510)
502	IT ER & R Fund	87,914		2,000		89,914		89,914		-	89,914
GRAND TOTAL		\$ 2,990,980		\$ 1,897,109		\$ 4,888,089		\$ 8,469,537		\$ (3,581,448)	\$ 4,888,089

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: November 21, 2023
SUBJECT: Enterprise Resource Planning System Contract Amendment No. 1

1) Recommended Action:

Authorize the Mayor to sign contract amendment No. 1 with Tyler Technologies.

2) Background:

The City began implementation of a new Enterprise Resource Planning (ERP) system in December 2021. The first two modules (Financials and Productivity) went live on April 3, 2023. The project was on time and under budget. However, we are finding that the amount of work involved, and the pace of the implementation, is too much, too fast. Staff are working on multiple modules at a time, while trying to keep up with daily duties and deadlines. It is causing stress, burnout, and turnover. Staff recommend slowing the pace to one module at a time to take better care of, and retain, our people.

3) Policy Support:

People. "As we pursue our goals and the long-term sustainability of the City organization, we value the contributions and diversity of our staff, support their continued personal and professional growth, and act to retain their expertise for the good of the community."

4) Alternatives:

☐ Instruct staff to evaluate additional alternatives.

5) Fiscal Notes:

The project is currently \$20,000 under budget. We will transfer the savings from the first phase to the next. The proposed amendment would add up to two years of time, and \$7,800. The increased contract price may be absorbed by the current savings.

6) Attachments:

A. Contract Amendment No. 1



FIRST AMENDMENT

This First Amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc. ("Tyler") and the City of Tumwater, Washington ("Client" or "City").

WHEREAS, Tyler and the Client are parties to an agreement dated November 17, 2021 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement to increase the compensation to Tyler for performing additional services as provided herein;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. Exhibit E of the Agreement (Statement of Work) shall be amended to extend the Project Timeline in Section 11.1, adding dates for specific phases, as follows:
 - a. Phase 2, Munis Human Capital Management & ExecuTime
 - i. Go-Live – April 10, 2024
 - b. Phase 3, Munis Utility Billing
 - i. Start Date – April 1, 2024
 - ii. Go-Live – April 1, 2025
 - c. Phase 4(a), EnerGov (Permitting and Licensing)
 - i. Start Date – April 1, 2025
 - ii. Go-Live – April 1, 2026
 - d. Phase 4(b), Business License
 - i. Start Date – April 1, 2025
 - ii. Go-Live – April 10, 2026
 - e. Phase 5, Enterprise Asset Maintenance (EAM Work Orders)
 - i. Start Date – April 1, 2026
 - ii. Go-Live – December 1, 2026
2. Exhibit A of the Agreement (Investment Summary) shall be amended to increase the compensation to Tyler for performing additional services by Seven Thousand Eight Hundred Twenty-Four and no/100 Dollars (\$7,824.00).
3. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
4. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.

City of Tumwater, Washington

By: _____

By: _____

Name: Robert Kennedy-Jensen

Name: _____

Title: Group General Counsel

Title: _____

Date: _____

Date: _____



Exhibit 1

Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

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Exhibit 1



Quoted By: Jason Cloutier
 Quote Expiration: 01/16/24
 Quote Name: City of Tumwater-EERP-PM
 HOURS

Sales Quotation For:

City of Tumwater
 555 Israel Rd SW
 Tumwater WA 98501-6515
 Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	48	\$ 163.00	\$ 0.00	\$ 7,824.00	\$ 0.00
TOTAL				\$ 7,824.00	\$ 0.00

Summary

	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 7,824.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

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Summary Total	\$ 7,824.00	\$ 0.00
Contract Total	\$ 7,824.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.

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Exhibit 1

- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a

Exhibit 1

Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.