



**CITY COUNCIL  
\*\*AMENDED\*\* MEETING AGENDA**

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

**Tuesday, May 16, 2023  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Public Works Week May 21-27, 2023
  - [b.](#) Officer of the Year (Police Chief Jon Weiks)
  - [c.](#) 2022 Transportation Benefit District Annual Report (Mary Heather Ames)
- 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, May 2, 2023
  - [b.](#) Payment of Vouchers (Shelly Carter)
  - [c.](#) Service Provider Agreement for Bush Prairie Habitat Conservation Plan Phase 3 (Brad Medrud)
  - [d.](#) Cancellation of the June 20th Regular Council Meeting (John Doan)
  - [e.](#) Association of Washington Cities 2023 Annual Business Meeting Voting Delegates (John Doan)
  - [f.](#) Letter of Understanding with Squaxin Island Tribe (Jon Weiks)
- 7. Council Considerations:**
  - [a.](#) 2023 Pavement Maintenance Project, Award and Authority to Sign Contract (Bill Lindauer)
  - [b.](#) Regional Housing Council Franz Anderson Project – Letter of Commitment (Brad Medrud)
- 8. 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)

9. **Mayor/City Administrator's Report**
10. **Councilmember Reports**
11. **Any Other Business**
12. **Adjourn**

### **Hybrid Meeting Information**

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

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://tcmedia.org/stream.php>, select "Watch, Streaming Now, Channel 26."

OR

Go to <http://www.zoom.us/join> and enter the Webinar ID 843 8016 9833 and Passcode 653748.

### **Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 843 8016 9833 and Passcode 653748.

### **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\\_NhtKAqRyRkyj7RvU55NJTg](https://us02web.zoom.us/webinar/register/WN_NhtKAqRyRkyj7RvU55NJTg)

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

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

### **Post Meeting**

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

<https://tcmedia.org/channels.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](mailto: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](mailto:ADACoordinator@ci.tumwater.wa.us)

# Proclamation

*WHEREAS*, public works programs and services for Tumwater are a joint effort of the Water Resources and Sustainability Department and the Transportation and Engineering Department. Together, they provide essential services that are an integral part of our community such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering, and geographic information systems; and

*WHEREAS*, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Tumwater; and

*WHEREAS*, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, natural resources, water treatment and solid waste systems, public buildings, and other structures and facilities essential for the people in our city; and

*WHEREAS*, it is in the public interest of the individuals, businesses, civic leaders, and youth in Tumwater to learn about and maintain an ongoing interest and understanding of the importance of public works and public works programs.

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

*May 21 - 27, 2023*

*Public Works Week*

and I call upon the people of the City of Tumwater to learn about our public works facilities and services, and to recognize our Water Resources and Sustainability and Transportation and Engineering employees for the substantial contributions they make to protect our health, safety, comfort, and quality of life in Tumwater.

Signed in the City of Tumwater, Washington, and recognized on this 16<sup>th</sup> day of May, in the year, two thousand twenty-three.



A handwritten signature in blue ink that reads "Debbie Sullivan".

*Debbie Sullivan*

*Mayor*

City of Tumwater

# Transportation Benefit District 2022 Annual Report

## Reporting Requirements

RCW 36.73.160(2) - A district shall issue an annual report, indicating the status of transportation improvement costs, transportation improvement expenditures, revenues, and construction schedules, to the public and to newspapers of record in the district.



Transportation & Engineering  
Department



# Transportation Benefit District

## Annual Report Statement

The City of Tumwater is pleased to present its Transportation Benefit District (TBD) 2022 Annual Report. This report is written to summarize 2022 revenues and expenditures associated with TBD funds and project schedule updates. All revenues and expenditure summaries within this report are up to date as of December 31, 2022.

## Background

The Tumwater City Council created the Tumwater Transportation Benefit District (TBD), a quasi-municipal taxing jurisdiction authorized by State law to fund street maintenance. Tumwater voters approved a sales tax increase of 0.2% (two-tenths of one percent) for ten years to fund street maintenance projects within the City limits.

Revenues collected from this additional sales tax levy are held in separate accounts and used only for authorized street maintenance projects. The City Council serves as the governing body of this taxing district.

## Governance

When the Transportation Benefit District was established in September 2014, State law required that the City create a separate governing board called the Tumwater Transportation Benefit District Board to oversee activities, expenditures, and revenues.

In 2015, the law was changed to allow the City Council to assume governance of these funds and activities, creating more efficiency. The Tumwater City Council assumed this responsibility in November 2015. All future business for the Tumwater Transportation Benefit District will take place during regular City Council meetings.

## Why was the TBD Established?

City street infrastructure is aging, and funding is needed for street and sidewalk maintenance. Transportation infrastructure is one of the City's most valuable investments, and deferred maintenance drives repair costs higher. State and Federal funding for maintenance and preservation of City streets has been reduced in recent years. While these revenues have decreased, costs continue to rise, making it difficult for the City to adequately preserve and maintain streets and sidewalks.

## Prior Projects Funded by TBD

2021 Pavement Maintenance Project  
2020 Citywide NHS Resurfacing Project  
2019 Chip Seal Project  
2018 Pavement Maintenance Project  
2017 Pavement Maintenance Project  
2016 Chip Seal & Crack Seal Project

## 2022 Pavement Maintenance Project

A pavement maintenance project was not programmed for 2022 due to staffing levels and in order to strategically build up the TBD fund balance. The increased fund balance will allow the City to pursue larger projects in 2023 and 2024/25, resulting in greater return on investment for the community. Planning work continued, including review and prioritization in the City's pavement management system, design of two projects where TBD funds are used as match for grant funding, and finishing touches to complete construction on projects from 2021.

## TBD Dollars at Work



Resurfacing Old Hwy 99 Looking North (2019)



TBD Dollars at Work



Completed Median on Miner Drive (2018)



RW Johnson Blvd, Completed Mill and Inlay (2018)



Crosswalk on Carlyon Ave and Sunset Way (2020)



New Sidewalk and Curb – Capitol Blvd and Custer Way (2020)



New ADA-Compliant Pedestrian Curb Ramp (2021)



Pavement Markings at Bonniewood and Tumwater Blvd (2021)

TBD Project Construction Schedule

- 2023 Pavement Maintenance Project
- 2024 Israel Road and Linderson Way Pedestrian and Bicycle Improvements
- 2024 Linwood Avenue Sidewalk, Susitna Lane to 2<sup>nd</sup> Avenue

TBD Leverage Strategy

The City continues to use the strategy of leveraging future TBD funds as local match when applying for federal funds. Each time we are successful, the planned pavement management program grows in size and allows other transportation items to be addressed including curb ramps, audible pedestrian systems, and traffic signal upgrades. To date, the City has been awarded six separate grants totaling \$3,937,732 utilizing TBD funds as local match. TBD funds were also used as match for another \$2,115,000 grant application through the Safe Routes to School Program; the City’s project was recommended for award by the selection committee and included in the State’s transportation budget. The official grant award under this program is anticipated immediately after the Governor signs the transportation budget.

TBD Finances

The following schedule of revenues, expenditures, and changes in fund balance summarizes TBD finances for the Fiscal Year 2022:

2022 Schedule of Revenues, Expenditures and Changes in Fund Balance		
City of Tumwater, Washington		
Transportation Benefit District		
Year Ended December 31, 2022		
Revenues		
TBD Sales and Use Tax, 0.2%		\$ 2,598,601
Total Revenues		\$ 2,598,601
Expenditures		
Administration & Financial Services Support	\$	13,400
Planning and Design	\$	59,800
Studies	\$	0
Construction	\$	17,994
Total Expenditures	\$	91,194
Summary		
Net Changes in Fund Balance		\$ 2,507,407
Beginning Fund Balance		\$ 3,545,554
Ending Fund Balance		\$ 6,052,961

The above financial report is unaudited.

Tumwater City Council

Debbie Sullivan, Mayor

Michael Althaus, Mayor Pro Tem  
Peter Agabi, Councilmember  
Joan Cathey, Councilmember  
Leatta Dahlhoff, Councilmember

Angela Jefferson, Councilmember  
Charlie Schneider, Councilmember  
Eileen Swarthout, Councilmember



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
May 2, 2023 Page 1**

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

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

Excused: Councilmember Eileen Swarthout

Staff: City Administrator John Doan, Fire Chief Brian Hurley, and City Clerk Melody Valiant.

**PROCLAMATION  
TUMWATER BIKE  
MONTH MAY 2023:**

Councilmember Agabi read a proclamation declaring the month of May as “Tumwater Bike Month.” The proclamation recognizes National Bike Month and Clean Air Month and encourages Tumwater residents to put forth their best effort to reduce single-occupant motor vehicle trips to reduce air pollution, energy consumption, and traffic congestion.

Mayor Sullivan introduced Duncan Green with Intercity Transit.

Mr. Green reported the region’s local celebration of National Bike Month is the Thurston County Bicycle Community Challenge (BCC). He thanked Mayor Sullivan and the Council for proclaiming May as Bicycle Month in the City of Tumwater. The BCC celebrates its 36<sup>th</sup> year as the longest running challenge in the region. The BCC encourages people to use a bicycle for some of their transportation needs instead of driving. This year’s theme is “Whoooooooooo is Going to Ride Today?” featuring a Great horned owl. The kick-off event was held on Earth Day as the “Earth Day Market Ride” with over 130 people participating. To date, over 2,000 miles have been logged during the first two days of the event. The BCC is supported by over 400 local and regional sponsors. Community members are invited to join the BCC by registering at [bcc.intercitytransit.com](http://bcc.intercitytransit.com).

**TIMBERLAND  
REGIONAL  
LIBRARY – STATE  
OF ADDRESS:**

Cheryl Heywood, Executive Director, Timberland Regional Library (TRL), reported the organization services 550,000 people in Pacific, Lewis, Mason, Grays Harbor, and Thurston Counties.

Over the last year, TRL experienced a 12% increase in new library open hours at 29 libraries. The Tumwater Library is open from 9 a.m. to 6 p.m. Monday through Saturday. TRL introduced an early literacy activity for ages birth to six years with their caregivers. An accompanying book is available in English and Spanish and is at no charge to the participants. Approximately 9,603 people attended 652 programs across the 29 libraries with over 11,109 books distributed. In the fall, TRL returned to in-person story times and late last year, TRL introduced iPads for in-library use to access TRL content. TRL also introduced new star gazing kits, new kitchen tools, new plankton kits, and early math backpacks for ages 3 through 8. In addition to fishing kits and Check-Out Washington kits. TRL expanded

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access hours in several libraries offering patrons 14 years or older the ability to request a keycard to access specific libraries from 7 a.m. to 8 p.m. daily including holidays. The McCleary Library was refreshed in partnership with the City of McCleary. TRL issued 5,423 new library cards during Library Sign-Up Month in September 2022 and opened its 29<sup>th</sup> library at Hawks Prairie TRL, a demonstration library with a three-year lease located at 8205 Martin Way in Lacey. TRL opened the library on Sundays at the West Olympia TRL. TRL welcomed 53,408 new patrons last year and 12,001 new Overdrive patrons. Overdrive is an online platform to access e-books and over 4,000 e-magazines. Staff responded to 3,443 to emails and spoke with 7,042 patrons last year.

In 2023, the West Olympia TRL at Capital Mall doubled in size from 1,200 square feet to 2,500 square feet with a grand reopening scheduled on Saturday, May 6, 2023 from 11 a.m. to 1 p.m. The library continues to be the top ninth in terms of circulation. TRL is sponsoring a library card contest from June 1, 2023 through July 15, 2023 focusing on age groups from birth to 5 years, 6 to 11, and 12 to 18. One winner will be announced in each age group. TRL installed two electric charging stations at the Salkum Timberland Library located off Highway 12. By the end of 2023, TRL will host a new website linking to the library catalog. All libraries serve as connection sites to the Work Source system across the five county-region. TRL is partnering with the Child Care Action Council, Lewis County United Way and Grays County United Way for the Dolly Parton Imagination Library focusing on children from birth to five years to receive monthly free books until the age of five. TRL is part of the Thurston County Broadband Action Team to prepare a digital equity plan across the region. TRL is working in partnership with Capital STEM Alliance to present Moving Forward Together: Mental Health and Resilience in the Capital Region from 9 a.m. to noon on Thursday, May 25, 2023 about rural communities' mental and social-emotional health, and opportunities for STEM education and family-wage careers.

Councilmember Cathey inquired about any impacts to the library system caused by some entities across the nation taking actions to ban books. Ms. Heywood said TRL has been impacted because of the necessity of providing more training to staff, Board of Trustees, and to review internal protocols. TRL has not experienced any challenges in 2023. In 2022, TRL received four challenges and in 2021, TRL received two challenges. The challenges were submitted on a library comment resource form. A review committee reviewed the comments and responded with a letter.

**PROCLAMATION  
EMERGENCY  
SERVICES WEEK  
MAY 21-27, 2023:**

Councilmember Jefferson read a proclamation declaring “Emergency Services Week May 21-27, 2023” in the City of Tumwater. The proclamation encourages all people to join in the observance to recognize those who give so much of themselves and consistently rise to the challenge for the safety and health of others.

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Fire Chief Hurley thanked Mayor Sullivan and the Council for the recognition. In 1974, the first career staff members of Tumwater Fire Department were paramedics as part of the Medic One system. The Tumwater Fire Department has had a long partnership with Thurston County Medic One. Last year, the fire department responded to over 6,000 calls or 17 calls each day. The majority of the calls are for emergency medical calls. The department employs 50 certified EMTs and paramedics with 11 on duty each day serving the Tumwater community. Other participants include dispatchers, law enforcement, and hospital staff.

Mayor Sullivan presented the proclamation to Fire Chief Hurley.

**PUBLIC COMMENT:** **Dave Nicandri, 505 4<sup>th</sup> Avenue SW, Tumwater,** shared that he grew up in upstate New York in the Niagara District, one of the great hydroelectric power regions in the country. The region experienced a major re-electrification project in the 1950s in western New York. Many of the homes were completely remodeled with all electric appliances. In 1954, when he was six years old, he lived through an epic hurricane – Hurricane Hazel in late October. Although no one in town had lights for three or four days, his family had a gas stove and was able to cook food for the family, as well as cook food for others during the aftermath of the storm. The lesson of that redundancy was never lost to him. Moving forward to several years ago, he was examining City documents and discovered the City of Tumwater had adopted a policy that would have prohibited new natural gas connections at some point in the future. Although today, his house is fully electric, the lesson he learned as a six-year old is still a lesson that is very vital today. Pushing everything to the electric grid prematurely and mandating everything to the electric grid is a dangerous path. One of the great lessons of risk management is redundant systems. The push underway everywhere to eliminate natural gas as a redundant energy system is a very dangerous path. In light of the 9<sup>th</sup> Circuit Appeal Court's recent decision outlawing the City of Berkley's prohibition on new gas utility connections, he is curious as to what the City of Tumwater's current posture is and the City's engagement with the State Building Council regarding its total electric mandates and prohibitions of new gas hookups. He does not anticipate an answer at this time but would like a response from the City in terms of the City's current state of department relative to the issue.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council Special, April 11, 2023
- b. Approval of Minutes: City Council, April 18, 2023
- c. Payment of Vouchers
- d. Ordinance No. O2023-009 Regarding Transportation Network Companies
- e. Resolution No. R2023-007 Delegation of Signature Authority for Grant Documents Related to Somerset Hill Fish Passage Barrier Removal Design

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- f. Stormwater Capacity Grant Agreement with the Department of Ecology Amendment No. 1
- g. Common Interest/Joint Defense Agreement with Olympia
- h. Thurston Community Media (TCMedia) Operating Agreement Amendment No. 2
- i. Reappointment of Bill Kallappa II to the Board of Parks and Recreation Commissioners and David Bills, Brian Reynolds, and Satpal Sohal to the Lodging Tax Advisory Committee
- j. Heritage Tree Nomination (Alyssa Jones Wood)

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Agabi, to approve the consent calendar as published. Motion carried unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

**COUNCIL  
CONSIDERATIONS:**

**ORDINANCE NO.  
O2023-008,  
AMENDING TITLE 2  
OF THE  
TUMWATER  
MUNICIPAL CODE,  
ADDING CHAPTER  
2.54, GENERAL  
GUIDELINES FOR  
ADVISORY BOARDS  
AND  
COMMISSIONS:**

City Administrator Doan reported the proposal was initiated by staff and reviewed by the General Government Committee with a recommendation for approval by the Council. The proposed ordinance establishes a process for the removal of a member from a board, commission, or advisory group of the City for failure to perform. Currently, only the Planning Commission has the ability to remove a member. To create consistency across all boards, commissions, and other advisory bodies in the City, the proposed ordinance was developed to clarify that members are subject to applicable state and local laws, rules and regulations, and ethic provisions.

Staff recommends the Council approve Ordinance No. O2023-008. Additionally, the City is experiencing a number of vacancies on boards and commissions. City Administrator Doan invited members of the public to consider serving their community by applying for an opening by visiting the City's website.

Councilmember Althaus said the proposal is due diligence and not intended to address any specific issue.

**MOTION:**

**Councilmember Althaus moved, seconded by Councilmember Dahlhoff, to adopt Ordinance No. O2023-008, Amending Title 2 of the Tumwater Municipal Code, adding Chapter 2.54, General Guidelines for Advisory Boards and Commissions. The motion carried unanimously.**

**COMMITTEE  
REPORTS:**

**TUMWATER CITY COUNCIL MEETING**  
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**PUBLIC HEALTH  
AND SAFETY  
COMMITTEE:**  
*Leatta Dahlhoff*

The May 9, 2023 meeting has been cancelled. The next meeting is scheduled on June 13, 2023 at 8 a.m. to discuss 2022 police data and to receive a briefing on police use of force.

**GENERAL  
GOVERNMENT  
COMMITTEE:**  
*Michael Althausen*

The next meeting is May 10, 2023 at 8 a.m. to review a letter of commitment for the Franz Anderson project for the Regional House Council and the City's commitment for the project, a discussion on Tree and Vegetation Preservation regulations, and a review on the status of the Bush Prairie Habitat Conservation Plan Phase 3.

**PUBLIC WORKS  
COMMITTEE**  
*Eileen Swarthout*

The May 4, 2023 meeting has been cancelled. The next scheduled meeting is on May 18, 2023. The agenda includes briefings on an offsite lease agreement with South Puget Sound Community College and the Six-Year Transportation Program.

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

There were no reports.

**COUNCILMEMBER  
REPORTS:**

*Angela Jefferson:*

On April 11, 2023, Councilmember Jefferson attended the Thurston County Board of Health meeting representing Tumwater HOPES and accepted the proclamation for prescription drug take back. The proclamation helps to build awareness for safe disposal of medications.

At the April 12, 2023 Tumwater HOPES Coalition meeting, members discussed the cost of upcoming training opportunities, prioritization of issues, and the annual briefing to the community.

Councilmember Jefferson attended the Mayors meeting with seniors at the Old Town Center with Councilmember Schneider. She was invited to attend the senior annual chili and BBQ rib cook-off.

At the April 18, 2023 meeting of Olympia and Beyond, members discussed two community listening sessions. The intent is meeting with stakeholders to learn how the organization can serve needs better. The first session on April 27, 2023 was in Tenino with the second held on May 2, 2023 at the office of Thurston Economic Development Council (EDC). Olympia and Beyond has scheduled its annual meeting on June 1, 2023 at the Hands On Children's Museum in Olympia.

The EMS Council on April 19, 2023 discussed solutions to resolve the budget issue. A ballot measure scheduled for the August ballot will not move forward at this time until all officials can meet to discuss the deficit.

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At the last Council meeting, Councilmember Dahlhoff commented on the challenges many seniors are facing with increasing rental rates as well as food instability. The discussion included options for a food pantry and ways to promote access to food by seniors by decreasing the stigma associated with the need for food. Following a meeting with representatives from Thurston County Food Bank, Councilmember Jefferson learned about the Commodity Supplemental Food Program for seniors' ages 60 years and above. The program provides 40 pounds of food each month. Volunteers from the food bank can also transport the food to seniors. Participants must show proof of age and address. Income requirements include annual income of \$18,000 or less or monthly income of \$1,580. The contact number at the Food Bank is 360-352-8597 to reach either Dean or Rebecca. She asked about the possibility of inserting a flyer about the program within the City's monthly utility bills and well as including the information on the City's website.

***Joan Cathey:***

Councilmember reported she attended two Regional Housing Council meetings.

***Charlie Schneider:***

There was no report.

***Peter Agabi:***

At the April 26, 2023 EDC meeting, members discussed the Capital Mall Triangle Development project. The project will entail a major rearrangement of the mall. Staff from the City of Olympia presented information on the project.

At the Joint Animal Services Commission meeting, members discussed a recent incident involving a resident from the City of Olympia who contacted the shelter to have approximately 150 cats removed from a residence. Most of the cats were untamed and the house was contaminated with feces. The shelter is facing a crisis with so many animals. Shelter staff members are seeking homes for the cats and have contacted communities as far as Grays Harbor and Seattle to locate resources to help house the cats. The shelter building requires major upgrades. The building was not built as an animal shelter. The City of Lacey has commissioned a capital improvement process for the shelter. The intent is considering options for raising funds for a new facility. The City of Lacey is performing maintenance on the facility. A new shelter building will cost millions of dollars.

***Leatta Dahlhoff:***

Councilmember Dahlhoff attended the Thurston County Opioid Response Task Force meeting and the Prevention Work Group. In support of efforts by Tumwater HOPES, several ideas include sponsoring table events at the Thurston County Fair and other community events featuring the Opioid Response Task Force.

Councilmember Dahlhoff participated in a tour with Mayor Sullivan of the



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LOTT Clean Water Alliance Wastewater Plant.

Councilmember Dahlhoff and Manager Ramirez recently toured the Lacey MakerSpace. The site offers a variety of services, such as etching on various materials and 3D printing. They discussed the possibility of jurisdictions joining as members providing access to services and equipment to local jurisdictions. She encouraged the Council to visit Lacey MakerSpace as the facility serves the entire region.

Councilmember Dahlhoff met with the new President of the EDC Board of Directors.

***Michael Althausen:***

At the last Regional Housing Council meeting, members received two informational briefings. The first was a report from the Lived Experience Steering Committee. The committee is tasked with considering a holistic view of the entire system for accessing housing for those in need through the lens of people seeking housing. The Council received input from several members of the committee who offered feedback, insight, and advice on crafting policies or response to a crisis and the importance of those policies to be intentional and informed by lived experience advice. The second briefing was an update on the Franz Anderson project of permanent supportive housing units comprised of 35 studio units and 35 one-bedroom units. The RFP process was recently completed for redevelopment of the building. Construction is scheduled to begin in late 2024 with completion by early 2026. The next meeting is on May 10, 2023.

The Capitol Lake Deschutes Estuary committee has not held a meeting. However, the Department of Enterprise Services is working with the State Legislature on funding for the preferred alternative. The Legislature funded \$7 million in the operating budget during this session to take the first steps for implementing the preferred alternative. The funds will support efforts on progress for the next phase of design and permitting, advance the Memorandum of Understanding for governance and funding for a restored estuary to an Interlocal Agreement for governing long-term management of the restored estuary, and initiating applications for grants.

**RECESS TO  
EXECUTIVE  
SESSION:**

**Mayor Sullivan recessed the meeting to an executive session at 7:57 p.m. until 8:20 p.m. to discuss potential litigation pursuant to RCW 42.30.110(1)(i).**

**RECONVENE &  
ADJOURNMENT:**

**Mayor Sullivan reconvened and adjourned the meeting at 8:19 p.m.**

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: May 16, 2023  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- April 28, 2023 payment of Eden vouchers 173380 to 173402 in the amount of \$523,047.51 and electronic payments 902732 to 902741 in the amount of \$132,403.96 and wire payments of \$207,189.31; and Munis vouchers 180146 to 180222 in the amount of \$2,012,246.31 and electronic payments 903091 to 903112 in the amount of \$90,048.98;
- May 5, 2023 payment of Eden vouchers 173403 to 173411 in the amount of \$3,713.51; and Munis vouchers 180223 to 180298 in the amount of \$231,656.23 and electronic payments 903113 to 903136 in the amount of \$167,862.34.

2) Background:

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

Vendor	\$	Description
Active Construction, Inc.	1,500,388.34	PE#3 I-5/Trosper/Capitol Project
Core & Main LP	287,937.89	Neptune AMI Upgrade & Water Meters
Hoeks Painting LLC	20,038.50	City Hall Interior Painting Change Order
Online Solutions LLC	21,681.00	CitizenServices User Annual Subscription 8/23 to 7/24
Robert W. Droll, Landscape Architect	23,874.00	Professional Services through 4/23 – Trails End Master Plan
H D Fowler Company, Inc	31,453.84	Sewer System Improvements Materials
Together!	20,166.09	2023 community Schools Contract
WA ST Dept of Revenue	44,911.02	March Excise Tax Return
Sare Electric, Inc	39,710.00	80% Solar Panels for Crites & Sapp project
Stantec consulting Svcs, Inc	22,004.50	Professional Services Apr.'23 – Deschutes River Flood Reduction Study
Thurston County	58,546.61	TC Public Defense 1 <sup>st</sup> Qtr
Clary Longview, LLC	52,394.65	Vehicle Replacement for Police – 2023 Ford
Tritech Software Systems	37,179.78	Mobile Annual Maint Fee 6/23 to 5/24

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

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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 180146 through 180222 in the amount of \$2,012,246.31

Electronic payment No 903091 through 903112 in the amount of \$90,048.98

Wire payments of \$44,911.02

Eden

Voucher/Check Nos 173380 through 173402 in the amount of \$523,047.51

Electronic payment No 902732 through 902741 in the amount of \$132,403.96

Wire payments of \$207,189.31

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

Asst. Finance Director, on behalf of the Finance Director

Checks dated 04/28/2023

## 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.

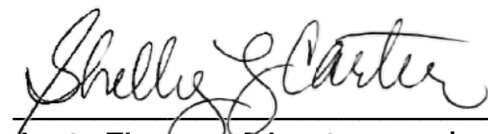
Munis

Voucher/Check Nos 180223 through 180298 in the amount of \$231,656.23

Electronic payment No 903113 through 903136 in the amount of \$167,862.34

Eden

Voucher/Check Nos 173403 through 173411 in the amount of \$3,713.51

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

Asst. Finance Director, on behalf of the Finance Director

Checks dated 05/05/2023

TO: City Council  
 FROM: Brad Medrud, Planning Manager  
 DATE: May 16, 2023  
 SUBJECT: Service Provider Agreement for Bush Prairie Habitat Conservation Plan Phase 3

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1) Recommended Action:

Approve the attached Service Provider Agreement and authorize the Mayor to sign.

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2) Background:

Working together with the Port of Olympia and large group of stakeholders, the City is completing Phase 2 and starting Phase 3 of the process of preparing the Bush Prairie Habitat Conservation Plan (HCP) with consultant assistance from ICF Jones & Stokes, LLC. The HCP is required as part the City and Port's incidental take permit application with U.S. Fish and Wildlife for the Olympia subspecies of the Mazama pocket gopher, the streak-horned lark, the Oregon spotted frog, and the Oregon vesper sparrow.

The goal of the HCP is to allow responsible growth to occur in the City, while providing superior species protection over what an ad-hoc, case by case permitting approach is providing currently. It is the intent of the HCP to cover all actions by private and public landowners that require City development approvals.

The HCP will allow operations and maintenance, recurring activities, and development to occur in some areas frequented by endangered species, offsetting any habitat loss with other, contiguous mitigation sites.

If the Bush Prairie HCP were not completed, development in a large portion of the City from small additions to single-family houses to larger development, as well as the City and Port's ongoing operations and maintenance activities would require individual HCPs and incidental take permits U.S. Fish and Wildlife.

The City and Port applied for the Phase 3 grant from USFWS in July 2022 and the grant was awarded in February 2023. The Phase 3 grant is a \$225,000.00 federal grant with a \$79,000 match (\$39,500 City/\$39,500 Port) of cash and staff time. The grant includes \$56,250 for WDFW to manage grant provided technical assistance and a WDFW \$14,750 match.

The General Government Committee were briefed on this item at their May 10, 2023 meeting and recommended City Council approval.

The Service Provider Agreement with ICF Jones & Stokes, LLC. will allow the City and the Port to start Phase 3 of the project that is intended to support completion of the public draft of the HCP, the NEPA/SEPA review process, and implementation measures that need to be in place before the HCP is approved.

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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.

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4) Alternatives:

☐ None

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5) Fiscal Notes:

This is attached Service Provider Agreement is part of a federal grant administered by WDFW and an internally funded work program task.

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6) Attachments:

A. Bush Prairie Habitat Conservation Plan Phase 3 Service Provider Agreement

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**BUSH PRAIRIE HABITAT CONSERVATION PLAN PHASE 3**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY” and the ICF Jones & Stokes, LLC, 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 and Exhibit "B" Schedule attached hereto and incorporated herein (the “Project”).

**2. TERM.**

The Project shall begin no earlier than May 1, 2023, and shall be completed no later than September 1, 2025. 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 Three Hundred Three Thousand Seven Hundred Eighty Three and 00/100 Dollars (\$303,783) as reflected in Exhibit "C" Budget.

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.

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

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

### 5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the

discretion of the SERVICE PROVIDER. No agent, employee, servant, or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant, or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

## 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

## 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER

expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

## 8. INSURANCE.

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

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

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

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

3. Professional Liability insurance written on a claims made

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

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

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

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

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

#### 9. TREATMENT OF ASSETS.

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

#### 10. COMPLIANCE WITH LAWS.

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

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

#### 11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

E. Nondiscrimination in Benefits. 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 if applicable and as detailed in Exhibit "D" City Contracts – Nondiscrimination in Benefits attached hereto.

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, and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

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

## 21. SEVERABILITY.

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

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

## 22. ENTIRE AGREEMENT.

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

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



CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

ICF Jones & Stokes, Inc.  
Address: 1200 6th Avenue, Suite 1800  
City/State/Zip: Seattle, WA 98101  
Tax ID: 94-1730361  
Phone: (703) 934-3461

\_\_\_\_\_  
DEBBIE SULLIVAN  
Mayor

\_\_\_\_\_  
Signature  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

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

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

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

## Exhibit "A" Scope of Services

## SCOPE OF SERVICES

Task	Task Summary	Deliverables
<b>1.0</b>	<b>Build and Sustain the Public Engagement Process</b>	
<b>1.1</b>	<b>Continue Public Engagement Process from Phases 1 and 2.</b> Continue to work with public, stakeholders, and local, state, and federal partners to inform the development of the Bush Prairie HCP.	<ul style="list-style-type: none"> <li>– Plan and participate in up to 2 stakeholder meetings</li> <li>– Provide meeting agendas, presentations, and notes</li> <li>– Public Engagement Appendix in HCP</li> </ul>
<b>2.0</b>	<b>Complete the Bush Prairie HCP and NEPA/SEPA Process<sup>1</sup></b>	
<b>2.1</b>	<b>HCP Project Management and Meetings.</b>	<ul style="list-style-type: none"> <li>– Plan and participate in regular meetings</li> <li>– Provide meeting agenda, presentations, and notes</li> </ul>
<b>2.2</b>	<b>Complete Public Draft HCP.</b> Finalize the public draft HCP based on comments on 3 <sup>rd</sup> Admin Draft. Use an in person on-screen review and editing meeting to resolve remaining final comments. a	<ul style="list-style-type: none"> <li>– 3<sup>rd</sup> administrative draft of HCP</li> <li>– Comment responses to 3<sup>rd</sup> administrative draft of HCP</li> <li>– Screen-check draft of HCP</li> <li>– Public draft HCP for public review</li> </ul>
<b>2.3</b>	<b>Complete Final HCP.</b> Review the public comments on the HCP to assess if any changes are necessary; discuss recommended changes with the City, Port, and FWS; assist FWS with comment responses specific to the HCP; and prepare the Final HCP.	<ul style="list-style-type: none"> <li>– Screen-check final HCP for final review</li> <li>– Final HCP for publication</li> </ul>
<b>2.4</b>	<b>NEPA/SEPA Project Management and Meetings.</b> Project management, communication, and meeting facilitation associated with the preparation and publication of the EA.	<ul style="list-style-type: none"> <li>– Action items for NEPA and SEPA meetings.</li> <li>– Monthly progress report and budget summary</li> </ul>
<b>2.5</b>	<b>NEPA Scope of Analysis.</b> Collect and review data and information to support NEPA determination and scope of analysis of the NEPA document. Prepare Preliminary Draft EA Chapter 1, Purpose and Need, Chapter 2, Proposed Action and Alternatives.	<ul style="list-style-type: none"> <li>– EA outline</li> <li>– List of environmental issues and analysis methods</li> <li>– Preliminary Draft EA Chapter 1, Purpose and Need</li> <li>– Preliminary Draft EA Chapter 2, Proposed Action and Alternatives</li> </ul>
<b>2.6</b>	<b>Prepare Draft EA.</b> Prepare Administrative Draft EA evaluating the environmental effects of the proposed action and no action alternative for agency review. Respond to agency comments and prepared Revised Administrative for final review. Respond to final comments and prepare Public Draft EA for publication.	<ul style="list-style-type: none"> <li>– Administrative Draft EA</li> <li>– Revised Administrative Draft EA</li> <li>– Public Draft EA</li> </ul>

<sup>1</sup> Task 2 is partially funded with the funds associated with this RFQ and proposal and partially through previous funding already contracted with ICF. If needed ICF will support the City in identifying future funding sources (e.g., Section 6 grant).

Task	Task Summary	Deliverables
2.7	<b>Prepare Final EA.</b> Respond to public comments on the Draft EA and make updates to the Draft EA as needed in response to public comments. Prepare the Administrative Final EA for agency review. Response to agency comments and prepare the Revised Administrative Final EA for final comments. Address final comments and prepare the Final EA for publication.	<ul style="list-style-type: none"> <li>– Administrative Final EA</li> <li>– Revised Administrative Final EA Public</li> <li>– Final EA</li> </ul>
2.8	<b>Support SEPA Compliance.</b> Coordinate with the City during development of the EA to support adoption of the NEPA EA for SEPA compliance. Support the City with preparation of additional documentation.	<ul style="list-style-type: none"> <li>– Supporting SEPA documentation</li> </ul>
3.0	<b>Support Development and Update Development Plans and Codes</b>	
3.1	<b>Support Local Approvals and Ordinances.</b> Assist the City and Port with preparation, presentation, and completion of local ordinances and approvals. Make presentations or attend working meetings with the City Council or the Port Commission, to explain and provide necessary information on the HCP and EA for informed approvals.	<ul style="list-style-type: none"> <li>– Prepare for and attend up to one City Council and one Commission meeting.</li> <li>– Meeting agendas, presentations, and notes</li> </ul>
3.2	<b>Assist in Updating Development Plans and Codes</b> Identify and update City plans, development codes, guides and guidelines, including those addressing existing procedures or developing cultural resource procedures equivalent to support FWS NHPA Section 106 procedures, to support enacting the regulatory and incentive-based HCP.	<ul style="list-style-type: none"> <li>– Assist with outlining code changes completed to implement HCP, which may include: <ul style="list-style-type: none"> <li>○ Adopted City ordinance(s) amending City regulations</li> <li>○ Amendments to City Development Guide</li> <li>○ Adopted City ordinance(s) for other City Plans and Guidelines as needed.</li> </ul> </li> </ul>
4.0	<b>Support Development of Manuals, Forms, Checklists, and Training Program</b>	
4.1	<b>Support Preparation of Administrator's Guide, Template Forms, and Annual Report Outline</b> Several tools will need to be developed to be used by City and Port staff for implementation of the HCP.	<ul style="list-style-type: none"> <li>– Assist with preparation of: <ul style="list-style-type: none"> <li>○ Administrator's Guide or Desk Reference Manual in Appendix of HCP</li> <li>○ HCP Templates in Appendix of HCP</li> <li>○ Annual Report Outline in Appendix of HCP</li> </ul> </li> </ul>
4.2	<b>Support Preparation of User's Manual, Template Forms, and Checklists</b> Several tools will need to be developed to be used by City and Port staff for implementation of HCP.	<ul style="list-style-type: none"> <li>– Assist with preparation of: <ul style="list-style-type: none"> <li>○ Additional details for draft HCP Chapter 7, Plan Implementation</li> <li>○ User's Manual for Applicants</li> <li>○ HCP Project Application Template Forms in Appendix of HCP</li> <li>○ Checklists for Avoidance Requirements and Survey Requirements for Applicants in Appendix of HCP</li> <li>○ Fee Calculators for Applicant Documentation in Appendix of HCP</li> </ul> </li> </ul>
4.3	<b>Support Development of Training Program</b> Training is essential for City and Port staff, consultants, project applicants and developers, and any other individuals involved with the HCP.	<ul style="list-style-type: none"> <li>– Assist with preparation of training Summary and providing as Appendix of HCP</li> </ul>

Task	Task Summary	Deliverables
4.4	<b>Support Development of Geobrowser or Similar Web-Based Application</b> A geobrowser is a web-based data visualization, analysis, and reporting platform for use by the City and Port.	– Assist with preparation of Geobrowser or Similar Web-Based Application and Support Documentation in Appendix of HCP
5.0	<b>Support Development of Administrative Systems to Support the HCP</b>	
5.1	<b>Support Development of Property Acquisition and Maintenance Financial Accounting and Administrative System</b> Develop a property acquisition and maintenance financial accounting and administrative system with necessary legal agreements to support the management of conservation lands for HCP.	<ul style="list-style-type: none"> <li>– Assist with preparation of: <ul style="list-style-type: none"> <li>○ Property acquisition and maintenance financial accounting and administrative system appendix to the draft Bush Prairie HCP</li> <li>○ Draft Memorandum of Agreement between the City and Port in Appendix of HCP.</li> <li>○ Other draft legal materials as needed in an appendix of HCP</li> </ul> </li> </ul>
5.2	<b>Support Early Screening of Potential Mitigation Lands</b> Early screening would allow the city to be proactive in planning for acquisitions as part of the Reserve System and is an important step toward estimating and building the funding assurances within the HCP before the ITP can be issued.	– Assist with preparation of Early Screening Summary and providing as Appendix to the draft HCP
5.3	<b>Support Preparation Covered Activity Tracker</b> A covered activity tracker is needed to meet the HCP compliance requirements to track covered activities such that annual reports can be made, stay-ahead provisions demonstrated, and compliance with take limits ensured.	– Assist with preparation of Covered Activity Tracker Summary in an Appendix to HCP
6.0	<b>Support Development of Habitat Management Plan and Monitoring Program</b>	–
6.1	<b>Support Development of Habitat Management Plan</b> Develop an umbrella Habitat Management Plan for the Reserve System that will be used as a template and informational resource during the development of specific habitat management plans for acquisitions.	– Assist with preparation of Habitat Management Plan Templates in Appendix to draft HCP
6.2	<b>Support Development of Monitoring Program</b> Develop standardized monitoring field sheets, developed for use on smartphones or tablets, that can be linked to the geobrowser and database for ease in tracking the species covered by the Bush Prairie HCP.	– Assist with preparation of Monitoring Program Summary in Appendix to draft HCP

Exhibit "B" Schedule[illegible]

Exhibit "C" Budget

Employee Name	Consulting Staff										ICF Production Staff					Subcontractors					Labor Total	Total Price		
	Zippin David	Berryman Ellen	Haney Jared	Bartley Deborah	Dadd Lydia	Aarts Jan	Kimball Ingrid Geology, Wetlands, and Water Lead	Hall Stephen	Lentz Corey		Kaplan James	Lundstrom Kristen	Ha Anthony	Conley John		Linda Krippner	Steve Krippner	Ruth Bell	Drue Nyenhuis					
	HCP Project Director	HCP Project Manager	HCP Project Coordinator	NEPA Project Manager	NEPA Project Coordinator	NEPA Built Env Lead		NEPA Wildlife Lead	NEPA Cultural Lead		GIS	Editor	Pub Spec	Graphics		Prairie Biologist	Lead GIS Analyst	Cascadia Consulting Group	Cascadia Consulting Group					
	Sr Proj Dir	Mng Consult	Assoc Consult II	Sr Consult III	Assoc Consult II	Sr Consult II	Consultant II	Mng Consult	Env Tech II		Env Tech II	Consultant II	Asst Consult	Consultant I									Sub Mark-up: 10%	
Task	Subtotal										Subtotal					Subtotal					Sub Mark-up: 10%		Labor Total	Total Price
Task 1: Continued Public Engagement	6.0	10.0	10.0							\$6,000					\$0			12.0	16.0	\$5,820	\$582	\$12,402	\$12,723.27	
Task 2: Complete HCP and NEPA/SEPA										\$0					\$0					\$0	\$0	\$0	\$0.00	
2.1 HCP Project Management and Meetings	12.0	54.0	60.0							\$26,160					\$0	8.0				\$1,040	\$104	\$27,304	\$28,043.30	
2.2 Public Draft HCP	16.0	60.0	80.0							\$32,000		16.00	16.00	5.00	\$5,520	20.0	10.0			\$3,900	\$390	\$41,810	\$42,935.80	
2.3 Final Draft HCP	8.0	48.0	60.0							\$23,320		8.00	8.00		\$2,360	8.0				\$1,040	\$104	\$26,824	\$27,550.25	
2.4 NEPA Project Management and Meetings				16.0	16.0	8.0	8.0	6.0	2.0	\$10,520	16.00				\$1,920					\$0	\$0	\$12,440	\$12,778.12	
2.5 NEPA Scope of Analysis				8.0	8.0	8.0	8.0	6.0	4.0	\$7,800					\$0					\$0	\$0	\$7,800	\$8,012.00	
2.6 Draft EA				24.0	24.0	12.0	12.0	10.0	8.0	\$16,620	16.00	4.00	4.00		\$3,100					\$0	\$0	\$19,720	\$20,255.99	
2.7 Final EA				12.0	12.0	8.0	8.0	4.0	2.0	\$8,560	8.00	4.00	4.00		\$2,140					\$0	\$0	\$10,700	\$10,990.83	
2.8 SEPA Compliance				8.0	8.0					\$2,960					\$0					\$0	\$0	\$2,960	\$3,040.45	
Task 3: Support Development & Updating Development Plans and Codes										\$0					\$0					\$0	\$0	\$0	\$0.00	
3.1 Local Approvals and Ordinances		16.0	24.0							\$7,440					\$0					\$0	\$0	\$7,440	\$7,642.22	
3.2 Updating Development Plans and Codes		16.0	20.0							\$6,840					\$0					\$0	\$0	\$6,840	\$7,025.91	
Task 4: Support Development of Manuals, Forms, Checklists, and Training Program										\$0					\$0					\$0	\$0	\$0	\$0.00	
4.1 Administrator's Guide, Template Forms, and Annual Report Outline		36.0	68.0							\$18,840		12.00	12.00		\$3,540	12.0				\$1,560	\$156	\$24,096	\$24,746.69	
4.2 User's Manual, Template Forms, and Checklists		12.0	24.0							\$6,480		12.00	6.00		\$2,790	12.0				\$1,560	\$156	\$10,986	\$11,280.36	
4.3 Training Program		24.0	36.0							\$11,160					\$0					\$0	\$0	\$11,160	\$11,463.33	
4.4 Geobrowser		8.0	12.0							\$3,720	80.00				\$9,600					\$0	\$0	\$13,320	\$13,682.04	
Task 5: Support Development of Administrative Systems to Support the Bush Prairie HCP										\$0					\$0					\$0	\$0	\$0	\$0.00	
5.1 Property Acquisition and Maintenance Financial Accounting and Administrative System		20.0	32.0							\$9,600					\$0					\$0	\$0	\$9,600	\$9,860.93	
5.2 Early Screening of Potential Mitigation Lands		24.0	36.0							\$11,160					\$0					\$0	\$0	\$11,160	\$11,463.33	
5.3 Covered Activity Tracker		24.0	32.0							\$10,560					\$0					\$0	\$0	\$10,560	\$10,847.02	
Task 6: Support Development of Habitat Management Plan and Monitoring Program										\$0					\$0					\$0	\$0	\$0	\$0.00	
6.1 Habitat Management Plan		16.0	48.0							\$11,040		24.00	8.00		\$5,080	24.0				\$3,120	\$312	\$19,552	\$20,074.94	
6.2 Monitoring Program		18.0	32.0							\$9,120					\$0					\$0	\$0	\$9,120	\$9,367.88	
Total hours	1,637.0	42.0	386.0	574.0	68.0	68.0	36.0	36.0	26.0	16.0	120.0	80.0	58.0	5.0		84.0	10.0	12.0	16.0					
Billing Rates		\$350.00	\$240.00	\$150.00	\$220.00	\$150.00	\$195.00	\$170.00	\$240.00	\$120.00	\$120.00	\$170.00	\$125.00	\$160.00		\$130.00	\$130.00	\$285.00	\$150.00					
Subtotal		\$14,700.00	\$92,640.00	\$86,100.00	\$14,960.00	\$10,200.00	\$7,020.00	\$6,120.00	\$6,240.00	\$1,920.00	\$239,900.00	\$14,400.00	\$13,600.00	\$7,250.00	\$800.00	\$36,050.00	\$10,920.00	\$1,300.00	\$3,420.00	\$2,400.00	\$18,040.00	\$1,804.00	\$295,794.00	
Total escalation, Period 2 of 3%	Year 2024	\$220.50	\$1,389.60	\$1,291.50	\$224.40	\$153.00	\$105.30	\$91.80	\$93.60	\$28.80	\$3,598.50	\$216.00	\$204.00	\$108.75	\$12.00	\$540.75	\$163.80	\$19.50	\$51.30	\$36.00	\$270.60		\$4,409.85	
Total escalation, Period 3 of 3%	Year 2025	\$179.05	\$1,128.36	\$1,048.70	\$182.21	\$124.24	\$85.50	\$74.54	\$76.00	\$23.39	\$2,921.98	\$175.39	\$165.65	\$88.30	\$9.74	\$439.09	\$133.01	\$15.83	\$41.66	\$29.23	\$219.73		\$3,580.80	
Subtotal (including escalation)		\$15,099.55	\$95,157.96	\$88,440.20	\$15,366.61	\$10,477.24	\$7,210.80	\$6,286.34	\$6,409.60	\$1,972.19	\$246,420.48	\$14,791.39	\$13,969.65	\$7,447.06	\$821.74	\$37,029.84	\$11,216.81	\$1,335.33	\$3,512.96	\$2,465.23	\$18,530.33	\$1,804.00	\$303,784.65	
Total price																							\$303,784.65	

The ICF team's proposed fee for Phase 3 is \$303,783. Table 5 shows the budget summary by task. Table 6 shows a detailed breakdown of project costs, including proposed team members, hours, and billing rates by task and subtask. This fee reflects the \$225,000 awarded to the City and Port from the last Cooperative Endangered Species Conservation Fund grant, plus \$79,000 contributed by the City and Port as local match (total \$304,000). Note that Task 2 below is partially funded with the funds associated with this RFQ and proposal and partially through previous funding already contracted with ICF. If needed ICF will support the City in identifying future funding sources (e.g., Section 6 grant).

Table 5. Bush Prairie HCP and EA Budget Summary

Task	Total
Task 1. Continue Public Engagement	\$12,723
Task 2. Complete HCP and NEPA/SEPA	\$153,606
Task 3. Support Development and Update Development Plans and Codes	\$14,668
Task 4. Support Development of Manuals, Forms, Checklists, and Training Program	\$61,172
Task 5. Support Development of Administrative Systems to Support HCP	\$32,171
Task 6. Support Development of Habitat Management Plan and Monitoring Program	\$29,443
Grand Total	\$303,783

Exhibit "D" City Contracts – Nondiscrimination in Benefits

**Chapter 3.46**  
**CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

Sections:

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

**3.46.010 Definitions.**

For the purpose of this chapter:

- A. “Contract” means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
  - B. “Contract awarding authority” means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
  - C. “Domestic partner” means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
  - D. “Employee benefits” means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.
- (Ord. O2000-028, Added, 02/06/2001)

**3.46.020 Nondiscrimination in benefits.**

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

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

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

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

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

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

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

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

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

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

### **3.46.030 Limitations.**

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

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



C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.  
(Ord. O2000-028, Added, 02/06/2001)

#### **3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

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

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

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

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

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

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

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

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

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

#### **3.46.050 Appeals.**

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

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

#### **3.46.060 Effective date.**

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

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

TO: City Council  
FROM: John Doan, City Administrator  
DATE: May 16, 2023  
SUBJECT: Cancellation of the June 20<sup>th</sup> Regular Council Meeting

---

1) Recommended Action:

Approve the cancellation of the June 20<sup>th</sup> regular Council meeting.

---

2) Background:

The Association of Washington Cities Annual Conference is located in Spokane, Washington, from June 20<sup>th</sup> to June 23<sup>rd</sup>. The City of Tumwater will be represented by Mayor Sullivan and three Councilmembers. It is recommended that the June 20<sup>th</sup> regular Council meeting be canceled.

Staff have been advised and will schedule work projects accordingly. A June Worksession may be converted to a Special Meeting to take action, if necessary.

---

3) Policy Support:

Council Rules:

2.1 Regular. Regular Meetings are recurring meetings held in accordance with a periodic schedule declared by statute or rule. A Regular Meeting may be canceled by a motion of the Council or by failure to produce a quorum.

---

4) Alternatives:

- ☐ Continue with the scheduled June 20<sup>th</sup> regular Council meeting.
  - ☐ Some other course of action.
- 

5) Fiscal Notes:

There is no fiscal impact associated with this request.

---

6) Attachments:

None.

TO: City Council  
FROM: John Doan, City Administrator  
DATE: May 16, 2023  
SUBJECT: Association of Washington Cities 2023 Annual Business Meeting Voting Delegates

---

1) Recommended Action:

Confirm the selection of Mayor Sullivan, Councilmember Dahlhoff, and Councilmember Swarthout as voting delegates at the Association of Washington Cities (AWC) 2023 Annual Business Meeting.

---

2) Background:

Mayor Sullivan, Councilmember Dahlhoff, and Councilmember Swarthout have volunteered to represent the City at the AWC Annual Conference this year as voting delegates. The AWC Annual Conference is scheduled for June 20-23, 2023, in Spokane, Washington.

Each city has the opportunity to designate up to three voting delegates for the AWC Business Meeting. This year, delegates will vote on candidates for the AWC Board of Directors and hear an update from the CEO. Because quorum is based on the number of voting delegates, it is important that voting delegates attend the meeting. The AWC Business Meeting is scheduled for Thursday, June 22<sup>nd</sup>, from 4:00 p.m. to 5:45 p.m.

---

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.

Learning | We are a learning organization which strives to benefit from past experience, foresight, and innovation to seek new ways to enhance the community and improve City operations and services.

---

4) Alternatives:

☐ Some other course of action.

---

5) Fiscal Notes:

There is no cost associated with this item.

---

6) Attachments:

None.

TO: City Council  
FROM: Jon Weiks, Chief of Police  
DATE: May 16, 2023  
SUBJECT: Letter of Understanding with Squaxin Island Tribe

---

1) Recommended Action:

Approve and authorize the Chief of Police to sign the Letter of Understanding that implements the April 4, 2023 agreement regarding provision of law enforcement at the Squaxin Island Tribe property at 7233 and 7249 Old Highway 99 in the City of Tumwater.

---

2) Background:

This Letter of Understanding was completed today and provides the legal authority for Tumwater Police officers to enforce the traffic and criminal laws of the State of Washington on the tribal land. There is urgency to have this in place, as the business opened this week.

---

3) Policy Support:

Strategic Priority: *Build a Community Recognized for Quality, Compassion, and Humanity.*  
Goal: *Build and Enhance Tribal Relations*

---

4) Alternatives:

Changes would require renegotiation with the Tribe.

---

5) Fiscal Notes:

The Tribe is contributing \$2,500.00 annually toward the cost of services.

---

6) Attachments:

A. Letter of Understanding with Squaxin Island Tribe



# SQUAXIN ISLAND TRIBE

## LETTER OF UNDERSTANDING

The Squaxin Island Tribe recently acquired property within the City of Tumwater's limits located at 7249 & 7233 Old Hwy 99 SW, now held in trust for the benefit of the Tribe by United States of America. The City and the Tribe are party to a Letter of Understanding dated April 4, 2023, under which the City agreed to provide certain emergency services to the Tribal land and the Tribe agreed to make periodic contributions towards the cost of services. One of the key services identified is law enforcement.

In order for the City to exercise law enforcement jurisdiction on Tribal land and to clarify procedural issues related to providing those services, the Parties wish to identify their expectations regarding law enforcement in advance. Therefore,

1. Pursuant to RCW 10.93.070, the Tribe's Chief of Police authorizes any City of Tumwater general authority Washington peace officer who possesses a certificate of basic law enforcement training or a certificate of equivalency or has been exempted from the requirement therefor by the Washington State Criminal Justice Training Commission may enforce the traffic or criminal laws of this state on this Tribal land;
2. The Tribe requests the City respond to any request for assistance in order to determine if a criminal incident has occurred on or involving the Tribal land in accordance with the City's normal policies and procedures;
3. The City will make best efforts to provide investigatory reports of any incident involving the Tribal land to the Tribe within one business day following the completion of the report;
4. In the event the City established probable cause to arrest a known Squaxin Tribal member, the City will confer with the Squaxin Island Police Department to determine whether a referral to Tribal prosecution is appropriate;
5. Nothing in this Letter of Understanding shall be construed to cede the jurisdiction or authority of either party, to modify the legal requirements for arrest or search and seizure or to otherwise modify the legal rights of any person, to accomplish any act violative of city, state, federal or tribal law or to subject the parties to any liability to which they would not be subject by law.

The City and Tribal Police Departments will communicate regularly to make sure that contact information is current and any unforeseen issues are promptly addressed in an amendment to this Letter of Understanding.

---

Barry Hagmann, Police Officer  
Squaxin Island Police Department  
bhagmann@squaxin.us  
(360)490-6590

---

Jon Weiks, Chief of Police  
Tumwater Police Department  
JWeiks@ci.tumwater.wa.us  
(360)754-4200

TO: City Council  
 FROM: Bill Lindauer, Engineering Services Manager  
 DATE: May 16, 2023  
 SUBJECT: 2023 Pavement Maintenance Project, Award and Authority to Sign Contract

---

1) Recommended Action:

Staff recommends the City Council award and authorize the Mayor to sign a Public Works contract with the lowest bidder Miles Resources, LLC, of Puyallup, WA, in the amount of \$3,857,857.00, for the 2023 Pavement Maintenance Project.

The above action was recommended for approval by the Public Works Committee at the April 6, 2023 meeting.

---

2) Background:

Staff has developed the Transportation Benefit District (TBD) funded 2023 Pavement Maintenance project to meet the needs of the pavement preservation program, the proposed 10-year TBD segments and the priorities map.

This year's project includes a blend of arterials, collectors, and local residential streets. The project focuses on pavement rehabilitation and overlays. It will also include curb ramp replacement, crack sealing, and citywide pavement markings.

Bids for the project were opened on May 10, 2023. Five bids were received ranging from \$3,857,857.00 to \$4,125,393.50. The Engineer's estimate for the construction contract is \$4,000,188.00.

---

3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Complete roadway maintenance to enhance vehicle, bicycle, and pedestrian safety.

---

4) Alternatives:

- ☐ Award and authorize the Mayor to sign a public works contract.
  - ☐ Reject the bids and re-advertise.
  - ☐ Reject the bids and cancel the project.
- 

5) Fiscal Notes:

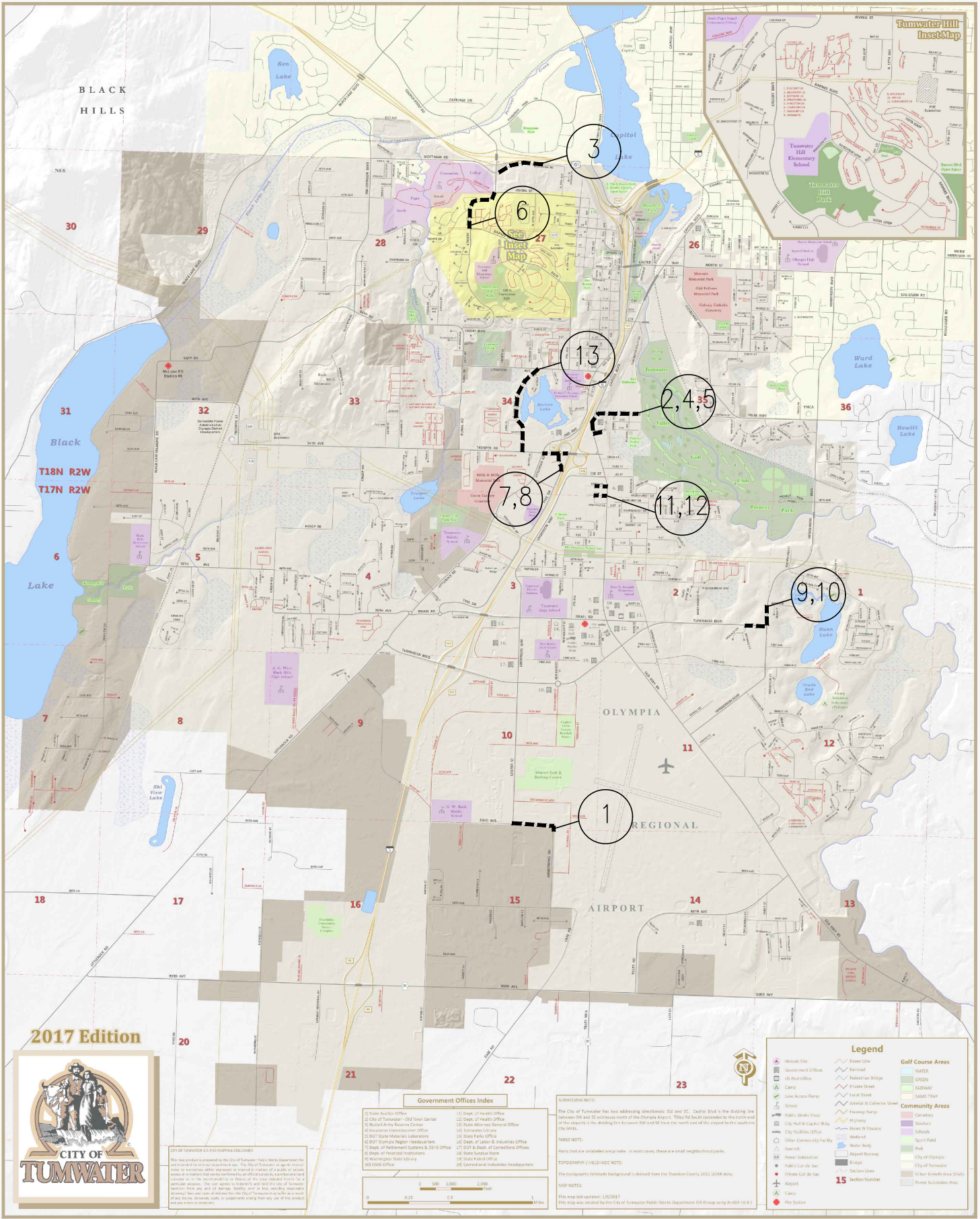
Funds for the project are from the Transportation Benefit District (TBD).

---

6) Attachments:

- A. Paving Schedule
- B. Bid Tabulation





PAVING SCHEDULE MAP

PAVING SCHEDULE			
STREET NO.	STREET	FROM	TO
1	83RD AVE	CENTER ST	ARMSTRONG RD
2	M ST	CAPITOL BLVD	EAST END
3	MOTTMAN RD	CROSBY BLVD	MONTAIR APTS.
4	CAPITOL BLVD	M ST	MARKET ST
5	MARKET ST	CAPITOL BLVD	EAST END
6	CROSBY BLVD	BARNES BLVD	IRVING ST
7	TROSPER RD	LITTLEROCK RD	I-5 OVERPASS
8	TYEE DR	TROSPER RD	FRED MEYER
9	TUMWATER BLVD	MONACO DR	HENDERSON BLVD
10	HENDERSON BLVD	TUMWATER BLVD	68TH AVE
11	T ST	CAPITOL BLVD	WEST END
12	GERTH ST	CAPITOL BLVD	WEST END
13	LAKE PARK DR	TROSPER RD	LINWOOD AVE

NOTES:  
SEE SHEET C-8 TO C-18 FOR PAVING PLANS.

LEGEND

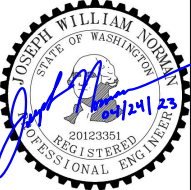
#

STREET NUMBER

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STREET TO BE PAVED

DESIGNED BY: JWN  
DRAWN BY: DJE  
CHECKED BY: JWN  
APPROVED BY: WHL  
SCALE: H V



CITY OF TUMWATER  
TRANSPORTATION AND  
ENGINEERING DEPARTMENT  
555 ISRAEL ROAD SW, TUMWATER, WA 98501  
Phone: (360) 754-4140

DATE: \_\_\_\_\_  
REVISIONS: \_\_\_\_\_

PROJECT

2023 PAVEMENT MAINTENANCE

PAVING SCHEDULE MAP

JOB : 2023014  
DATE : APRIL, 2023  
INDEX: C-7  
SHEET: 7 OF 26

Item 7a.

Official Bid Tabulation															
BID TABULATION SHEET												Bid Opening			
2023 Pavement Maintenance												5/10/2023			
2023014															
Engineer's Estimate						BID #1		BID #2		BID #3		BID #4		BID #5	
						Miles Resources, LLC		Tucci & Sons, Inc.		Puget Paving & Construction, Inc.		Lakeside Industries Inc.		Granite Construction Company	
ITEM	Schedule A-Transportation	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Roadway Surveying	1	L.S.	\$92,500.00	\$92,500.00	\$27,500.00	\$27,500.00	\$26,000.00	\$26,000.00	\$26,500.00	\$26,500.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
2	Topographic Survey and Mapping for Curb Ramps	15	EACH	\$2,000.00	\$30,000.00	\$450.00	\$6,750.00	\$450.00	\$6,750.00	\$440.00	\$6,600.00	\$450.00	\$6,750.00	\$400.00	\$6,000.00
3	SPCC Plan	1	L.S.	\$1,000.00	\$1,000.00	\$575.00	\$575.00	\$300.00	\$300.00	\$250.00	\$250.00	\$100.00	\$100.00	\$1,500.00	\$1,500.00
4	Mobilization	1	L.S.	\$282,500.00	\$282,500.00	\$310,207.50	\$310,207.50	\$98,000.00	\$98,000.00	\$227,400.00	\$227,400.00	\$350,000.00	\$350,000.00	\$330,000.00	\$330,000.00
5	Minor Change	1	EST	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
6	Fuel Cost Adjustment	1	CALC	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
7	Project Temporary Traffic Control	1	L.S.	\$194,300.00	\$194,300.00	\$100,000.00	\$100,000.00	\$8,600.00	\$8,600.00	\$22,000.00	\$22,000.00	\$90,000.00	\$90,000.00	\$35,000.00	\$35,000.00
8	Traffic Control Supervisor	1	L.S.	\$76,600.00	\$76,600.00	\$125,000.00	\$125,000.00	\$113,000.00	\$113,000.00	\$56,000.00	\$56,000.00	\$115,000.00	\$115,000.00	\$190,000.00	\$190,000.00
9	Flaggers	2,580	HR	\$80.00	\$206,400.00	\$60.00	\$154,800.00	\$81.00	\$208,980.00	\$63.25	\$163,185.00	\$73.00	\$188,340.00	\$98.00	\$252,840.00
10	Portable Changeable Message Sign	12200	HR	\$3.00	\$36,600.00	\$0.50	\$6,100.00	\$5.00	\$61,000.00	\$5.00	\$61,000.00	\$4.00	\$48,800.00	\$2.15	\$26,230.00
11	Clearing, Grubbing, and Roadside Cleanup	1	L.S.	\$10,000.00	\$10,000.00	\$27,000.00	\$27,000.00	\$7,700.00	\$7,700.00	\$5,000.00	\$5,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
12	Removal of Structures and Obstructions	1	L.S.	\$40,000.00	\$40,000.00	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$66,700.00	\$66,700.00	\$100,000.00	\$100,000.00	\$90,000.00	\$90,000.00
13	Adjust Groundwater Monitoring Well	2	EA	\$3,000.00	\$6,000.00	\$2,600.00	\$5,200.00	\$1,700.00	\$3,400.00	\$2,000.00	\$4,000.00	\$2,200.00	\$4,400.00	\$1,250.00	\$2,500.00
14	Crushed Surfacing Base Course	1,377	TON	\$70.00	\$96,390.00	\$49.00	\$67,473.00	\$89.00	\$122,553.00	\$40.00	\$55,080.00	\$50.00	\$68,850.00	\$50.00	\$68,850.00
15	Shoulder Finishing	170	TON	\$50.00	\$8,500.00	\$75.00	\$12,750.00	\$89.00	\$15,130.00	\$99.00	\$16,830.00	\$160.00	\$27,200.00	\$140.00	\$23,800.00
16	Crack Sealing - TON	14	TON	\$10,500.00	\$147,000.00	\$8,450.00	\$118,300.00	\$9,500.00	\$133,000.00	\$4,650.00	\$65,100.00	\$9,500.00	\$133,000.00	\$9,000.00	\$126,000.00
17	HMA Class 1/2 In. PG 58V-22, Fiber Reinforced	9500	TON	\$122.00	\$1,159,000.00	\$141.00	\$1,339,500.00	\$153.00	\$1,453,500.00	\$141.50	\$1,344,250.00	\$130.00	\$1,235,000.00	\$150.00	\$1,425,000.00
18	HMA Class 1/2 In. PG 58H-22	845	TON	\$210.00	\$177,450.00	\$141.00	\$119,145.00	\$190.00	\$160,550.00	\$178.00	\$150,410.00	\$225.00	\$190,125.00	\$250.00	\$211,250.00
19	Pavement Reinforcement Interlayer	4,860	S.Y.	\$8.00	\$38,880.00	\$9.00	\$43,740.00	\$9.00	\$43,740.00	\$5.00	\$24,300.00	\$9.00	\$43,740.00	\$8.00	\$38,880.00
20	HMA Sawcut and Seal	64	LF	\$100.00	\$6,400.00	\$98.00	\$6,272.00	\$95.00	\$6,080.00	\$33.00	\$2,112.00	\$94.00	\$6,016.00	\$85.00	\$5,440.00
21	Asphalt Cost Price Adjustment	1	CALC	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00	\$1.00
22	Planing Bituminous Pavement	46620	S.Y.	\$4.25	\$198,135.00	\$5.00	\$233,100.00	\$5.00	\$233,100.00	\$6.50	\$303,030.00	\$6.45	\$300,699.00	\$2.50	\$116,550.00
23	Pavement Repair	2170	S.Y.	\$20.00	\$43,400.00	\$16.50	\$35,805.00	\$26.00	\$56,420.00	\$47.50	\$103,075.00	\$23.00	\$49,910.00	\$16.00	\$34,720.00
24	Roadway Repair	2100	S.Y.	\$40.00	\$84,000.00	\$16.50	\$34,650.00	\$82.00	\$172,200.00	\$146.00	\$306,600.00	\$38.00	\$79,800.00	\$45.00	\$94,500.00
25	Bio-infiltration Gallery System	3	EA	\$10,000.00	\$30,000.00	\$9,875.00	\$29,625.00	\$9,000.00	\$27,000.00	\$7,000.00	\$21,000.00	\$10,000.00	\$30,000.00	\$10,000.00	\$30,000.00
26	Adjust Manhole	60	EA	\$1,500.00	\$90,000.00	\$2,000.00	\$120,000.00	\$1,100.00	\$66,000.00	\$1,112.00	\$66,720.00	\$1,600.00	\$96,000.00	\$2,200.00	\$132,000.00
27	Adjust Catch Basin	8	EA	\$1,500.00	\$12,000.00	\$1,600.00	\$12,800.00	\$1,100.00	\$8,800.00	\$1,162.00	\$9,296.00	\$1,500.00	\$12,000.00	\$1,200.00	\$9,600.00
28	Adjust Valve Box	40	EA	\$1,000.00	\$40,000.00	\$910.00	\$36,400.00	\$900.00	\$36,000.00	\$873.00	\$34,920.00	\$1,050.00	\$42,000.00	\$1,350.00	\$54,000.00
29	Inlet Protection	80	EA	\$125.00	\$10,000.00	\$108.00	\$8,640.00	\$100.00	\$8,000.00	\$46.00	\$3,680.00	\$75.00	\$6,000.00	\$105.00	\$8,400.00
30	Cement Conc. Traffic Curb and Gutter	560	L.F.	\$45.00	\$25,200.00	\$66.50	\$37,240.00	\$50.00	\$28,000.00	\$44.00	\$24,640.00	\$55.00	\$30,800.00	\$46.00	\$25,760.00
31	Raised Pavement Marker Type 1	50	HUN	\$400.00	\$20,000.00	\$460.00	\$23,000.00	\$450.00	\$22,500.00	\$436.00	\$21,800.00	\$450.00	\$22,500.00	\$400.00	\$20,000.00
32	Raised Pavement Marker Type 2	50	HUN	\$500.00	\$25,000.00	\$750.00	\$37,500.00	\$730.00	\$36,500.00	\$710.00	\$35,500.00	\$725.00	\$36,250.00	\$650.00	\$32,500.00
33	Cement Conc. Sidewalk and Curb Ramps	510	S.Y.	\$250.00	\$127,500.00	\$180.00	\$91,800.00	\$185.00	\$94,350.00	\$131.00	\$66,810.00	\$95.00	\$48,450.00	\$110.00	\$56,100.00
34	Monument Case and Cover	11	EA	\$3,000.00	\$33,000.00	\$1,175.00	\$12,925.00	\$1,000.00	\$11,000.00	\$873.00	\$9,603.00	\$1,100.00	\$12,100.00	\$1,000.00	\$11,000.00
35	Type 1 Induction Loop	12	EA	\$3,000.00	\$36,000.00	\$3,225.00	\$38,700.00	\$3,200.00	\$38,400.00	\$3,055.00	\$36,660.00	\$3,100.00	\$37,200.00	\$3,000.00	\$36,000.00
36	Type 2A Induction Loop	3	EA	\$2,000.00	\$6,000.00	\$1,260.00	\$3,780.00	\$1,200.00	\$3,600.00	\$1,200.00	\$3,600.00	\$1,250.00	\$3,750.00	\$1,500.00	\$4,500.00
37	Paint Line	19860	L.F.	\$0.50	\$9,930.00	\$0.50	\$9,930.00	\$0.45	\$8,937.00	\$0.45	\$8,937.00	\$0.45	\$8,937.00	\$0.45	\$8,937.00
38	Painted Wide Line	5,580	L.F.	\$0.70	\$3,906.00	\$0.70	\$3,906.00	\$0.70	\$3,906.00	\$0.65	\$3,627.00	\$0.70	\$3,906.00	\$0.65	\$3,627.00
39	Citywide Paint Line	561000	L.F.	\$0.17	\$95,370.00	\$0.23	\$129,030.00	\$0.22	\$123,420.00	\$0.22	\$123,420.00	\$0.22	\$123,420.00	\$0.20	\$112,200.00
40	Citywide Painted Wide Line	164000	L.F.	\$0.25	\$41,000.00	\$0.37	\$60,680.00	\$0.36	\$59,040.00	\$0.35	\$57,400.00	\$0.36	\$59,040.00	\$0.35	\$57,400.00
41	Plastic Crosswalk Line Type A	4600	S.F.	\$10.00	\$46,000.00	\$8.50	\$39,100.00	\$8.50	\$39,100.00	\$8.20	\$37,720.00	\$8.25	\$37,950.00	\$8.00	\$36,800.00
42	Plastic Crosswalk Line Type D	2600	S.F.	\$15.00	\$39,000.00	\$10.50	\$27,300.00	\$10.00	\$26,000.00	\$9.82	\$25,532.00	\$10.00	\$26,000.00	\$9.50	\$24,700.00
43	Plastic Stop Line Type A	1300	L.F.	\$20.00	\$26,000.00	\$14.50	\$18,850.00	\$14.00	\$18,200.00	\$13.70	\$17,810.00	\$14.00	\$18,200.00	\$13.00	\$16,900.00
44	Plastic Stop Line Type D	390	L.F.	\$30.00	\$11,700.00	\$17.00	\$6,630.00	\$17.00	\$6,630.00	\$16.40	\$6,396.00	\$16.50	\$6,435.00	\$16.00	\$6,240.00
45	Plastic Traffic Arrow Type A	150	EA	\$390.00	\$58,500.00	\$402.00	\$60,300.00	\$395.00	\$59,250.00	\$382.00	\$57,300.00	\$385.00	\$57,750.00	\$350.00	\$52,500.00
46	Plastic Traffic Arrow Type D	40	EA	\$450.00	\$18,000.00	\$345.00	\$13,800.00	\$330.00	\$13,200.00	\$327.00	\$13,080.00	\$330.00	\$13,200.00	\$300.00	\$12,000.00
47	Plastic Yield Symbol Type A	100	EA	\$50.00	\$5,000.00	\$109.00	\$10,900.00	\$106.00	\$10,600.00	\$104.00	\$10,400.00	\$105.00	\$10,500.00	\$100.00	\$10,000.00
48	Plastic Line Type A	830	LF	\$5.00	\$4,150.00	\$4.00	\$3,320.00	\$4.00	\$3,320.00	\$3.80	\$3,154.00	\$4.00	\$3,320.00	\$3.75	\$3,112.50
49	Plastic Wide Line Type A	1,530	LF	\$7.50	\$11,475.00	\$5.75	\$8,797.50	\$5.50	\$8,415.00	\$5.50	\$8,415.00	\$5.50	\$8,415.00	\$5.00	\$7,650.00
50	Plastic Wide Dotted Entry Line Type A	540	LF	\$10.00	\$5,400.00	\$7.50	\$4,050.00	\$7.00	\$3,780.00	\$7.10	\$3,834.00	\$7.00	\$3,780.00	\$7.00	\$3,780.00
51	Plastic Crosshatch Marking Type A	400	LF	\$10.00	\$4,000.00	\$8.50	\$3,400.00	\$8.00	\$3,200.00	\$8.20	\$3,280.00	\$8.00	\$3,200.00	\$7.50	\$3,000.00
52	Plastic Bicycle Lane Symbol Type A	50	EA	\$450.00	\$22,500.00	\$345.00	\$17,250.00	\$330.00	\$16,500.00	\$328.00	\$16,400.00	\$330.00	\$16,500.00	\$325.00	\$16,250.00
53	Plastic Bicycle Lane Symbol Type D	17	EA	\$500.00	\$8,500.00	\$402.00	\$6,834.00	\$390.00	\$6,630.00	\$382.00	\$6,494.00	\$390.00	\$6,630.00	\$375.00	\$6,375.00
Project Total				\$4,000,188.00		\$3,857,857.00		\$3,924,283.00		\$3,946,852.00		\$4,066,965.00		\$4,125,393.50	

\*\*Totals in red indicate corrected mathematical errors.



TO: City Council  
 FROM: Brad Medrud, Planning Manager  
 DATE: May 16, 2023  
 SUBJECT: Regional Housing Council Franz Anderson Project – Letter of Commitment

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1) Recommended Action:

Approve the sending of a letter of commitment to the City of Olympia for the use of City ARPA funds for the project.

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2) Background:

After the City Council adopted Resolution No. R2018-016 in the summer of 2018, the City has undertaken a number of actions to address homelessness, increase affordable housing, and continue to work with other jurisdictions and agencies to explore regional solutions to these issues. In September 2021, the City Council adopted the Tumwater Housing Action Plan, which informs the City's Comprehensive Plan policies and development regulations and guides implementation strategies to help the City meet its housing needs.

The City has determined it to be an equitable choice to support the Franz Anderson permanently supportive housing project in the City of Olympia, which would result in affordable long-term housing and serve as a public benefit.

The City of Olympia, with assistance from the City and the other members of the Regional Housing Council, has been working on a permanently supportive housing project on Franz Anderson Road SE in Olympia near the Interstate 5 Pacific Avenue interchange.

The Olympia City Council were briefed on project on May 9, 2023. The City of Olympia staff has started work on a draft Purchase and Sale Agreement and hope it will be executed by beginning of June 2023. The City of Olympia staff will then draft an interlocal agreement between the Cities of Olympia, Lacey, Tumwater, and Thurston County for the ARPA and other funds with the expectation that the draft interlocal agreement ready after the interlocal agreement is executed.

The General Government Committee were briefed on this item at their May 10, 2023 meeting and recommended City Council approval.

Jacinda Steltjes, the City of Olympia's Affordable Housing Program Manager, will be available at the meeting to answer questions and describe the letter of commitment that the City of Olympia would like for the process.

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3) Policy Support:

Strategic Priority to Build a Community Recognized for Quality, Compassion and Humanity with a goal of "Work with government, non-profit, and private partners to develop and implement a performance-based plan for affordable housing and to address homelessness"

Housing Element Goal H-3: To provide adequate, affordable housing for residents of all income groups, including sufficient housing affordable to low and moderate-income groups.

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

A portion of the City of Tumwater's ARPA State and Local Fiscal Recovery Funds federal grant will fund the project.

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6) Attachment:

None.