CITY COUNCIL
MEETING AGENDA

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

Tuesday, January 17, 2023
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
   - a. Proclamation: Martin Luther King, Jr. Day, January 16, 2023
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
   - a. Approval of Minutes: City Council, December 6, 2022
   - b. Approval of Minutes: City Council Joint Planning Commission, December 13, 2022
   - c. Approval of Minutes: City Council Worksession, December 13, 2022
   - d. Payment of Vouchers (Shelly Carter)
   - e. Ordinance No. O2023-001, Update to Tumwater Municipal Code Title 9 Criminal Code (Karen Kirkpatrick)
   - f. Resolution No. R2023-002, Adopting Amended City Council Rules and Procedures (John Doan)
   - g. Grant Agreement with the Department of Ecology for the Septic to Sewer Conversion Program (Dan Smith)
   - h. Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning (Dan Smith)
   - i. Grant Agreement with the Department of Ecology for Golf Course Parking Lot Stormwater Retrofit Design (Chuck Denney)
   - j. Service Provider Agreement with Homes First for Affordable Housing (John Doan)
   - k. Service Provider Agreement with Stantec for the Pioneer Park Riparian Restoration Amendment 1 (Dan Smith)
   - l. Service Provider Agreement with HDR Engineering for Corrosion Control Study Amendment 1 (Carrie Gillum)

m. Service Provider Agreement with Summit Towing for Towing Services Amendment 3 (Jon Weiks)

n. Service Provider Agreement with Greer Environmental Consulting for Project Management Services Amendment 2 (Dan Smith)

o. Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design (Chuck Denney)

p. Service Provider Agreement with SCJ Alliance for the Capitol Boulevard /Trosper Road Intersection Improvement Project Fourth Amendment (Bill Lindauer)

q. SolSmart Solar Statement (Alyssa Jones Wood)

r. Local Agency Haul Road/Detour Agreement with Washington State Department of Transportation for I-5 / US 101 / Deschutes Parkway NB Off Ramp (Mary Heather Ames)

s. 2023 City Council Meeting Schedule and Summer Recess (John Doan)

t. 2023 Long Range Planning Work Program (Brad Medrud)

u. American Chestnut Heritage Trees Nomination (Alyssa Jones Wood)

v. Appointment of Joel Hecker and Joe Munro to the Board of Parks and Recreation Commissioners (Hanna Miles)

7. Public Hearings:

a. Resolution No. R2023-001, in support of the Olympia Tumwater Fire Authority proposal (Brian Hurley)

8. Council Considerations:

a. Resolution No. R2022-013, Tumwater Cowlitz Trail (Chuck Denney)

9. Committee Reports

a. Public Health and Safety Committee (Leatta Dahlhoff)

b. General Government Committee (Michael Althauser)

c. Public Works Committee (Eileen Swarthout)

d. Budget and Finance Committee (Debbie Sullivan)

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

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

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

Watch Online
https://tcmedia.org/stream.php, select “Watch, Streaming Now, Channel 26.”
OR
Go to http://www.zoom.us/join and enter the Webinar ID 822 3457 1222 and Passcode 123131.

Listen by Telephone
Call (253) 215-8782, listen for the prompts and enter the Webinar ID 822 3457 1222 and Passcode 123131.

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_th1qfozbS5axPJksTCHNzw

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

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

Post Meeting
Video recording of this meeting will be available within 24 hours of the meeting. https://tcmedia.org/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. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

WHEREAS, the Civil Rights movement in the 1960's profoundly impacted the course of American history and continues to shape the direction and debate of our society; and

WHEREAS, Reverend Dr. Martin Luther King Jr., a civil rights leader, devoted his life to the non-violent advancement of civil rights and public service; and

WHEREAS, Dr. King believed in a nation of freedom and justice for all, and challenged all community members to help build a more perfect union and live up to the purpose and potential of the United States of America; and

WHEREAS, Dr. King's dream is no less inspirational and important today than when he first expressed it 60 years ago; and

WHEREAS, even with the progress achieved during the Civil Rights movement and subsequent decades, inequities, injustices, racism and other forms of discrimination and oppression are still prevalent in our society; and

WHEREAS, Dr. King's life was struck down by a bullet of bigotry on April 4, 1968, but his dream of pursuing a world free from prejudice and injustice lives on; and

WHEREAS, we honor and celebrate Dr. King's memory, and importantly, we also preserve his legacy, one that calls upon all of us to stand up against injustice and protect our most sacred tenets of democracy; and

WHEREAS, Dr. King always led by example and provided a framework for how each of us can shape the future by calling out injustice and continuing to work toward a more equitable society.

NOW THEREFORE, I, Debbie Sullivan, Mayor of the City of Tumwater, do hereby proclaim January 16, 2023, as

Martin Luther King, Jr. Day

and I urge people to join me and take this opportunity to reflect upon Dr. King's vision and rededicate ourselves to continuing to advance the principles of justice and equality for all.

Signed in the City of Tumwater, Washington, and recognized on this 16th day of January in the year, two thousand twenty-three.

Debbie Sullivan

Debbie Sullivan
Mayor

TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
December 6, 2022 Page 1

CONVENE: 7:00 p.m.

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

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Fire Chief Brian Hurley, Finance Director Troy Niemeyer, Water Resources & Sustainability Director Dan Smith, and City Clerk Melody Valiant.

PUBLIC COMMENT: There were no public comments.

CONSENT CALENDAR:

a. Approval of Minutes: City Council Worksession, November 7, 2022
b. Approval of Minutes: City Council, November 15, 2022
c. Approval of Minutes: City Council Worksession, November 22, 2022
d. Payment of Vouchers
e. Ordinance No. O2022-010, Unfair Housing Practices
f. Ordinance No. O2022-012, Rental Housing Code
g. Ordinance No. O2022-019, Compost Procurement
h. Ordinance No. O2022-026, Establishing a new fund "ER&R – IT"
i. Ordinance No. O2022-027, Establishing a new fund "LERMS"
j. Resolution No. R2022-012, 2023 Fee Resolution
k. Resolution No. R2022-015, Charitable Partnerships
l. Resolution No. R2022-016, Arts Strategy
m. Contract Approval for an 8-Year Multifamily Tax Exemption for the 350 North Street Apartments (TUM-22-1338) ***Pulled***
n. Contract Approval for an 8-Year Multifamily Tax Exemption for the Craft District Apartments (TUM-22-1393) ***Pulled***
o. Cancellation of the December 20th and January 3rd Regular Council Meetings
p. Service Provider Agreement with Thurston Economic Development Council for Thurston Strong Phase II
q. Service Provider Agreement with Strategies 360 for Legislative Advocacy Services
r. Service Provider Agreement with Thurston County Chamber of Commerce for Shared Legislative Agenda Partnership
s. Service Provider Agreement with TOGETHER! for Tumwater Community Schools
t. Service Provider Agreement with Stantec Consulting Services for the Deschutes River Flood Reduction Study Amendment 1
u. Service Provider Agreement with Green Environmental Consulting Amendment 1
v. Interlocal Agreement with Olympia for Regional Fire Authority Amendment 1

w. Schedule 74 Underground Conversion – Project Construction Agreement
x. Interlocal Agreement with Thurston County Medic One for Basic Life Support Funding
y. Clark County Public Utilities District Radio Agreement
z. Operating Agreement with Thurston Community Media (TCMedia) Amendment 1
aa. Interlocal Agreement with Lewis County Sheriff for use of jail facilities Amendment 1

Councilmember Cathey requested removal and deferral of the following items to Council Considerations:

m. Contract Approval for an 8-Year Multifamily Tax Exemption for the 350 North Street Apartments (TUM-22-1338)
n. Contract Approval for an 8-Year Multifamily Tax Exemption for the Craft District Apartments (TUM-22-1393)

MOTION: **Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to approve the consent calendar as amended. Motion carried unanimously.**

Mayor Sullivan reviewed the items approved on the consent calendar.

PUBLIC HEARINGS:

JOINT RESOLUTION NO. R2022-014 REGIONAL FIRE AUTHORITY:

PROPOSITION NO. 1

The City of Olympia and City of Tumwater adopted a Joint Resolution concerning formation of a regional fire authority and its Plan. If approved, this proposition would form the Olympia Tumwater Fire Authority and adopt the Plan to provide fire protection and emergency medical services. The Authority will be funded by property tax (not to exceed $1.00 per $1,000 of assessed value) and a six-year benefit charge (not to exceed 60% of the Authority's operating budget). This funding would reduce Olympia and Tumwater's property tax capacity by the tax rate collected by the Authority. Should this proposition to form the Olympia Tumwater Fire Authority and its Plan be approved?
YES
NO

Mayor Sullivan reported the public hearing is to receive public testimony on the proposal for the City of Tumwater to form a Regional Fire Authority (RFA) with the City of Olympia to provide fire protection and emergency medical services to residents within both governing communities. She introduced Fire Chief Brian Hurley and City Administrator John Doan to provide information on the proposal.

Fire Chief Hurley described the reasons for the cities to consider forming a regional fire authority. The proposed action was prompted from the results of the 2019 Fire and Emergency Services Study conducted with a number of fire agencies in the region on the provision of fire and emergency medical services. The study recognized limited resources, increasing demand, response time increases, and planning for the future and growing community needs.

Fire Chief Hurley displayed a graphic depicting data on Tumwater population, call volume and response times from 2012 to 2030. This year, Tumwater Fire Department will respond to approximately 6,000 calls for service. The Olympia Fire Department will handle approximately 15,500 calls for service. Calls for service continue to increase. Both cities will be unable to keep up with forecasted needs moving into the future.

Some operational enhancements through the regional fire authority planning process include BLS Transport and a CARES Program (Community Assistance, Referral, Education Services), a mechanism to address community members who have needs that are not always addressed by a 911 call, fire engine response, or a trip to an emergency room. Many times, there are healthcare or other service delivery needs that can be met outside of the emergency response environment. The goal is to create a structure that will enable both jurisdictions to take advantage of the service and reduce Fire Department call volumes.

Another operational enhancement is the elimination of city boundaries where some areas currently receive emergency response from either Olympia or Tumwater.

Today, fire and EMS training is difficult for fire departments to schedule because of response obligations. Having a larger pool of resources to cover calls would enable personnel to attend training. Lastly, community risk reduction considers all types of risks in the community, such as fall prevention, smoke alarms, fire extinguisher training, or hazards associated with vacant buildings that need to be identified.

The Regional Fire Authority Planning Committee was established in summer 2021 and held its first meeting in August 2021. Voting members of the committee include Councilmember Dahlhoff, Councilmember Swarthout, Councilmember Schneider, and Olympia Councilmembers Parshley, Cooper, and Huỳnh. Ex Officio non-voting members include Fire Chief Hurley, Olympia Fire Chief Todd Carson, IAFF Local 2409 President James Osberg, and IAFF Local 468 President Steven Busz.

Fire Chief Hurley reported the committee hosted some community meetings, briefed staff from both cities to keep them engaged, and briefed local fire unions. Both unions voted in support of moving forward with

the measure. Pending steps include public hearings by the City of Tumwater and the City of Olympia with another public hearing scheduled to review the fire benefit charge on January 9, 2023.

Fire Chief Hurley displayed the organizational chart of the proposed regional fire authority. The chart designates all existing positions, new positions, and positions for BLS Transport and the CARES Program. Two positions are classified positions comprised of a Deputy Chief for Support Services and Administration, and an EMS Assistant Chief.

Governance of the organization beginning from 2023 through 2025 is by the RFA Board comprised of three councilmembers from each City. In 2026, the Board phases to two councilmembers from each jurisdiction with three at-large RFA Commissioners elected by voters. Beginning in 2028, Board membership includes a councilmember from each city and five at-large elected RFA Commissioners to govern the new organization.

City Administrator Doan described how the new organization would be funded. Funding for the RFA is from four primary revenue sources. The first is the fire levy, a property tax. The second is EMS levy revenue through Thurston County to provide Advance Basic Life Support (ALS) and some Basic Life Support services. The third is fees for service, typically for permits and other fire charges. Because of the number of state buildings in Thurston County, a charge is paid by the state to each agency as state-owned buildings do not pay property tax. The last source of revenue is a Fire Benefit Charge (FBC), a fee assessed to property owners based on the fire risk associated with the size and type of structure.

Two funding options for a RFA under state law rely on property tax. Another option assesses a fire levy at a lower level and authorizes the use of the FBC. That option requires 60% voter approval and is recommended by the committee. The cities would transfer $1 of property tax based on $1,000 assessed valuation, as well as $1 taxing authority. The RFA would assume the capacity and the authority. From a property tax perspective, property tax is revenue neutral. The FBC assessed by other RFAs in the state use the same fundamental formula. The formula is a function of fire flow (total square footage of the building) times the building category factor (type of use), factor for the cost of building, cost for gallon of water, a discount for structures with sprinklers, and other exemptions (the same for property tax exemptions or reductions). The FBC cannot exceed more than 60% of the RFA operating budget. Each year, the RFA Board examines other forecasted revenue sources and expenditures to determine the FBC to balance the budget. With the proposed addition of the BLS Transport and the CARES Program additional revenue is necessary to provide those services.

The FBC is billed by the Thurston County Treasurer's Office and included in the property tax statement. The FBC is subject to reauthorization by

voters after six years with different options available for consideration by voters.

The committee developed a seven-year financial plan covering operations, capital facilities and equipment needs, reserve funds, service enhancements, and based on a two-battalion chief model. As the RFA would experience a delay in the receipt of property tax until May 2024, the RFA would not receive any property tax revenue until May 2024, and if approved by voters, the RFA would be responsible for finances effective January 2024. The proposal includes some loans from each jurisdiction to assist the RFA in its financial transition until revenues are received by the RFA.

Key financial assumptions include both cities retaining its respective retired firefighter pension fund liabilities, the remaining Tumwater levy lid lift revenue for the purchase of fire engines (remaining $2 million) would be transferred to the RFA with the City of Tumwater continuing to make payments on fire engine #2 obligated under the levy lid lift, as well as transferring accrued replacement funds existing in the City of Tumwater's equipment fund.

The FBC formula includes different classifications of residential, apartments, commercial, and industrial uses. The proposal includes a recommendation to exempt manufactured homes/mobile homes from paying the FBC. The formula includes different weights for different sizes of commercial with lower weightings for smaller commercial to higher rating for larger commercial.

City Administrator Doan displayed a summary of the FBC for each use classification totaling approximately $10.5 million per year. The FBC is adjusted annually to account for new construction. City Administrator Doan shared examples of some properties from Thurston County records to show the estimated FBC for each structure.

Among the most critical services cities provide are fire and emergency medical services. The proposal addresses increases in demand leading to increases in call volumes affecting response times that is nearing the unacceptable level. The time for action is today rather than after the system is broken. The RFA proposal is a result of the 2019 study that examined the needs and the opportunities and forecasted a regional fire authority as right fit and solution. City staff, consultants, and elected officials have worked jointly on the proposal to address, to the extent possible, the issues within the constraints of law and fire and emergency medical services without competing with other city services. It calls on the electoral to authorize the RFA, select the governing system, and authorize taxes to fund the RFA that would provide a dedicated and adequate, diverse, and sustainable funding source to ensure fire and emergency medical services are provided to the jurisdictions in the future.

Earlier, the RFA Plan was amended to change Exhibit B describing the FBC. The amendment removes language in the exhibit that speaks to taking an extra step of calculating a per unit average as the basis of the FBC in apartment buildings. The FBC calculation in 2024 is based on fire flow that is impacted by the type and size of the building. The RFA cannot impose a rule on an apartment owner that dictates how the owner will divide the FBC amongst multiple apartments. Apartment owner bills would be unchanged by the proposed amendment and would be consistent with the information the City has shared previously. City Administrator Doan invited questions from the Council.

Councilmember Schneider referred to information on two options for RFA funding. He asked whether the recommendation by the committee for Option 2 would be the option the Council is considering. City Administrator Doan said the recommendation by the committee is for Option 2 of a property tax at a lower level and a FBC. Option 2 requires 60% voter approval.

Councilmember Agabi questioned how the assessment of the FBC by an apartment building owner would be factored in terms of each unit's lease situation. City Administrator Doan responded that the apartment complex owner with 20 apartment units would receive a single bill based on the square footage of the entire apartment complex. If the complex includes a variety of different sized units totaling the combined square footage, that square footage is the amount considered to determine the FBC. The RFA does not dictate to the apartment complex owner how to assess the FBC for each unit. A mechanism for a monitoring is lacking to enforce how the apartment complex owner assesses the FBC charge for each unit. Existing leases would require the apartment complex owner to pay the entire cost when an existing lease is in place. Councilmember Agabi commented that he foresees many apartment dwellers visiting Thurston County Courthouse over how the FBC was assessed by the apartment complex owner. City Administrator Doan said the apartment complex owner could proactively obtain the FBC formula to replicate the FBC for different sized units.

Councilmember Jefferson questioned the timing of the ballot measure for the proposal. City Administrator Doan said the proposal would be placed on the April 2023 ballot. If approved, the RFA would be effective at the end of September 2023. The two cities would continue to fund all employees through 2023 with the RFA financial system effective January 1, 2024.

Councilmember Jefferson said she has spoken with several homeowners who are not happy about the proposal. She acknowledged that the City's expenses will exceed revenue in the next several years. She asked whether

the public understands the urgency and the reasons for the proposal and what a "no" vote would reflect in terms of decreases in service or staffing.

City Administrator Doan responded that if both Councils support placing the proposal on the April ballot, public education efforts would be initiated by each jurisdiction to address the proposal and how it affects future service. The jurisdictions are not allowed to use resources to encourage a particular vote. However, each jurisdiction is able to inform and educate. Other options to provide more resources to the jurisdictions are increasing property taxes. The planning committee considered that option and did not believe it would provide long-term sustainability. Another community where the proposal was not approved by voters was the West Thurston Fire Authority. The organization did not receive approval for assessing a FBC. The Fire Authority is currently eliminating many firefighter positions and is closing half of its fire stations because of the lack of revenue.

Councilmember Dahlhoff suggested that any concerns from the community would warrant follow-up questions and an opportunity to incorporate more information in messaging and disseminating educational materials.

Councilmember Cathey asked about the percentage of the 6,000 calls for service each year related to fire. Fire Chief Hurley replied that emergency medical services calls are approximately 80% of the department's call volume. The remaining calls are structure fires and a variety of service calls. Councilmember Cathey commented that some of the community's concerns likely center on the fact that most of the response by the departments is not related to fires. Many in the community would likely be questioning the need for a ladder truck if most of the response is for medical assistance. She asked whether planning by the committee included consideration of the percentage of firefighters and required training costs versus firefighter/paramedics costs and whether those differences were factored within forecasted expenditures. She asked for the immediacy of the action because more time is needed for education and discussion by the communities. Some community members have shared that the proposal appears to be "rushed."

Councilmember Swarthout asked for an explanation of the impetus for the planning for the benefit of the public who may not be aware of the initial fire study completed in 2017. City Administrator Doan explained that the Council participated in a Council Retreat in 2016. At that time, the Council identified a goal to initiate a conversation around regionalization of fire and emergency medical services. in 2017, the Council authorized completion of a fire regionalization study to explore fire and emergency medical encompassing the Tumwater Fire Department, Olympia Fire Department, Lacey Fire District #3, East Olympia Fire District, McLane-Black Lake Fire District, and West Thurston Regional Fire Authority. The

study was completed in late 2019 prior to the COVID pandemic. The study recommended pursuing a RFA for a series of benefits. The pandemic slowed the process and conversations surrounding potential implementation of a regional fire authority. As conditions of the pandemic began to improve, conversations were initiated with the City of Olympia to consider the possibility of fire regionalization. Over the last 18 months, the cities established the RFA Planning Committee and the framework for the committee.

Councilmember Swarthout cited examples of citizens supporting a tax increase in for emergency services in 2011. City Administrator Doan said the public safety levy lid lift represented a permanent increase and included some capital for buildings and fire apparatus. The permanent increase continues funding four police officers and three firefighters. He noted how Tumwater voters also approved a sales tax increase for the Tumwater Transportation Benefit District and a tax increase for the Tumwater Metropolitan Park District.

Councilmember Agabi offered that the focus of communicating with the public should be on the benefits the community receives in terms of response time and better services than provided today.

Mayor Sullivan opened the public hearing at 7:54 p.m.

PUBLIC TESTIMONY:

Pete Kmet, 434 C Street, Tumwater, testified in favor of the proposal to form a RFA. He recommended a modification to the proposal for consideration. He addressed an issue that many people have pointed out pertaining to how the merger results in the loss of identity of the two fire departments. Both Tumwater and Olympia Fire Departments are well integrated in many ways. The vast number of calls is for medical response. An integrated countywide system handles medical calls along with standards, which would not change under the proposal. Many firefighters and medics in both departments are funded through the Medic One levy. When a fire of any size occurs, both departments provide support. The RFA would actually improve large fire response because of more equipment and personnel available under an integrated umbrella organization. The City of Olympia currently completes fire engine maintenance with the City of Tumwater contracting with the City of Olympia for that service. The City of Olympia also hosts a fire training facility with a contract with the City of Tumwater to utilize the center for fire personnel training. Both departments often participate in joint training exercises. Both vehicle maintenance and fire training would be maintained under the RFA. Most of the fire equipment and staffing requirements are dictated by state and national. Those requirements would not change under the RFA. The two departments have fire unions representing fire department employees. Both unions work closely together. Under the RFA, the unions would merge as one union reducing administrative expenses. The main difference for merging the two

departments would be a different name on fire trucks. It is true that under the RFA model, residents and businesses would pay more for fire and medical services; however, it is also true that the community will pay more for fire and emergency medical services in the future without an RFA. The reality is that the services are expensive to provide as the service providers are highly trained individuals responding to emergency calls in the community. Today, fire departments compete with other city general fund departments, such as Parks, Streets, and Police. Creation of a RFA would enable those departments to maintain their level of funding and services. Without an RFA, more of those resources would have to be dedicated to fire and medical services to the detriment of the other city departments. Mr. Kmet asked the Council to consider simplifying the presentation of the FBC fee when presenting information to the public.

Walt Jorgensen, 823 North Street SE, Tumwater, expressed appreciation for the public hearing to receive comments on the proposed RFA. He spoke to an article authored by Jim Lazar in the most recent online edition of the *Jolt;* the Journal of Olympia, Lacey, and Tumwater. Mr. Lazar covered all of his points and from a much more informed perspective. Although his intent is not to be shy about his opinions, he is more interested in the opinions of the Council. Should the Council authorize the action, the public will have an opportunity to vote on the measure. As a citizen and a voter, the most useful information beyond learning about individual opinions is learning about the Council's rationale and why Councilmembers would vote either for or against the proposal. He asked for an explanation beyond the proposal's talking points surrounding the issues that are persuasive and why. Forging public policy is not easy, especially when everyone is second-guessing the Council. By sharing the reasons upfront, there would be fewer reasons for that to occur.

Thomas Fender, 509 Blass Avenue SE, Tumwater, said his comments pertain to several points. He studied a similar process in another jurisdiction and the Council has addressed some of the same issues. In terms of the firefighting section within the proposal, it speaks to an insurance model in terms of separating the different classes of buildings. Different types of buildings represent different risks. The amount of square footage is not the total determinate of the risk, which the Council should consider. A building containing many flammables and no sprinkler system poses a different kind of risk. Today, existing fire and police departments perform well and he has been satisfied with the service. The creation of another local government entity is problematic as the goal should be to have less local governments operating independently. He looks forward to the Council's action in the future of rendering an informed decision.

Billy Olson, 1459 Old Israel Road, Tumwater, commented that after reviewing the proposed plan and listening to some of the concerns, he is struggling to understand the fire benefit charge and how it applies to

different structures. If the Council is unable to convey the message accurately to the public, he questioned why the Council would not consider a flat rate. If successful, the rate could be adjusted enabling the public to decide wither the proposal should move forward. The fire benefit charge as presented is likely not going to be palatable to the majority of residents in Tumwater. The study was completed in 2017 and today gas prices have increased substantially along with taxes and the cost of living. Attempting to discern between different types of structures places the RFA in a position as an auditor to determine the type of and quality of the structure. He asked how that process would be perceived and whether there would be an appeal process. He supports the Fire Department and its services and agrees an increase is needed; however, he is unsure whether he could support a fire benefit charge.

With there being no further public testimony, Mayor Sullivan closed the public hearing at 8:06 p.m.

Mayor Sullivan cited the proposed action before the Council to adopt Joint Resolution No. R2022-014 in substantially similar form as approved by the City Attorney to form a regional fire protection authority and to approve a plan related thereto, and providing for the submission to qualified electors of the cities of Olympia and Tumwater at a special election to be held on April 25, 2023, of a ballot proposition to approve or reject creation of a regional fire protection service authority and a plan related thereto, within the boundaries of the cities of Olympia and Tumwater, effective September 25, 2023.

MOTION: **Councilmember Dahlhoff moved, seconded by Councilmember Swarthout, to adopt Joint Resolution No. R2022-014 in substantially similar form as approved by the City Attorney to form a regional fire protection authority and to approve a plan related thereto, and providing for the submission to qualified electors of the cities of Olympia and Tumwater at a special election to be held on April 25, 2023, of a ballot proposition to approve or reject creation of a regional fire protection service authority and a plan related thereto, within the boundaries of the cities of Olympia and Tumwater, effective September 25, 2023.**

Councilmember Schneider thanked the Regional Fire Authority Planning Committee voting members and the nonvoting members for meeting over the last 18 months and developing and finalizing a RFA proposal. After receiving at least four presentations on the proposal participating in questions and answer sessions, he remains hesitant and has some underlying questions. As mentioned on many occasions, if approved, RFA staffing would increase by 16 positions. The Plan is intended to increase response to emergency situations, decreasing the loss of property from fire, and prompt medical services, as well as possibly saving lives. However, the administration and staffing chart reflects that at a minimum,

eight of the new positions appear to be administrative functions both cities currently provide. Once the Plan is fully implemented in 2028, the Board will be comprised of five at-large RFA Commissioners and one Councilmember from each city. The Commissioners will be elected by the voters for a six-year term. The only other elected officials with a six-year term of office are United States Senators. It has been suggested that if the public is dissatisfied with Commissioners, the public could vote out the Commissioner. However, much can occur over the span of six years. The fire benefit charge is only an estimation and could possibly change after the budget and property values are determined for 2023. The fee is based on the structural square footage of the building rather than the value of the structure. Structures of the same square footage would pay the same fire benefit charge regardless of the difference in value between the two structures. The RFA has the ability to increase the FBC each year if needed. Ultimately, as a governing body, should the Council elect to approve and forward the RFA Plan for voter approval in April 2023, it is up to the public to decide if the proposal is the direction the City and Fire Department should pursue.

Councilmember Cathey asked whether a property owner who has obtained an eight-year exemption on property tax would receive fire and emergency medical services. City Administrator Doan said the multi-family tax credit is only a property tax credit and does not apply to the FBC. The owner would pay the FBC and would receive fire and emergency medical services. The FBC is billed in conjunction with the property tax billing. The FBC is not a tax, it is a fee.

Councilmember Dahlhoff commented on the City's budgeting process and the ongoing projections depicting the shortfall in revenue in future years. The City continually adjusts to prevent that from occurring, which is one of the reasons the City commissioned the fire study. The study revealed an alternative way to proceed while still providing emergency services. The work of the committee convened and in terms of public comments questioning the rush of the process, she stopped counting the number of hours she expended updating, reviewing, and debating different scenarios. The current scenario facing the City is not satisfactory for the community, for the Fire Department, or to the City. Although the City has identified patterns and make adjustments accordingly, the multi-year process weighed alternatives and determined the best one for the community to consider. As in life, no option is perfect, but it is based on future projections and exhaustive work by the committee to develop a solution for the Council to consider and the public to vote on. She in addition to committee members Althauser and Swarthout are confident in the draft RFA Plan. The committee has documented its work to ensure both councils are well informed. The City is adapting to changing circumstances. The proposed Plan mitigates risk. She supports the proposal given the amount of time and efforts invested by the committee to protect and serve the community.

Councilmember Jefferson explained that her affirmative vote to approve the Plan is based on the City's budget forecast of expenses exceeding revenue without major investments by the City. Growth in the City is exploding and the City needs to invest in more firefighters and police officers or there will be a reduction in services and personnel, which is why she supports of the motion.

Councilmember Althauser endorsed the comments shared by Councilmember Dahlhoff. He plans to support the motion. The need to move forward is dire as the Fire Department does good work with the resources provided by the City. However, the City is limited in resources it can provide to the Tumwater Fire Department with resources continuing to be limited more in the future. Call response times are increasing and will continue to inhibit the ability to meet the need whether for fire, healthcare, mental health, or substance use disorders that all require complex service arrays. One of the most important responsibilities as a City is saving lives at the time of need. That ability to do so is impinged today and further impinged in the future. The committee's public outreach has been continuous with robust interactions with the public through town hall meetings, forums, surveys, and online opportunities. The option under consideration embodies the best option to meet concerns and needs. The vote is on whether to provide members of the Tumwater community an opportunity to vote on a different future for emergency services. He plans to vote in support of the motion as it represents an important conversation moving forward.

Councilmember Swarthout said the committee process included the attendance of two firefighters and the fire chiefs who provided input throughout the planning process. As the budgeting process has demonstrated, the City's financial cliff is anticipated. The RFA proposal provides sustainable funding for fire and emergency medical services. She urged the public to talk to firefighters about the need.

Councilmember Cathey shared that she plans to support the motion but with great reluctance. She had hoped more time would be available to provide more information to the public while also respecting Councilmembers Dahlhoff, Althauser, and Swarthout who represented the City. She understands some of the concerns conveyed by her constituents. It is important to provide good fire service because she has used the service during a time of need and has observed response by the Fire Department in other situations. Her colleagues have done a tremendous job. She acknowledged the amount of time they expended and the information they were required to learn and research. She is appreciative of their efforts and will support the motion with some hesitation.

Councilmember Dahlhoff offered to follow up with Councilmembers Schneider and Cathey to address concerns from constituents.

Mayor Sullivan pointed out that the Council's action does not create the RFA. The proposal places the proposal on the ballot for voters to determine whether to create the RFA

MOTION: **The motion carried unanimously.**

COUNCIL CONSIDERATIONS:

ORDINANCE NO. O2022-028, 2023-2024 BIENNIAL BUDGET:

Director Niemeyer presented the City's 2023-2024 Biennial Budget for consideration.

Director Niemeyer reviewed the extensive budgeting process by staff and the Council to develop the budget. The Council conducted four budget workshops and two public hearings. During the course of developing the budget, staff responded to Council input and direction resulting in some changes in personnel, improving environmental efforts, conducting a study on compensation for boards and commissions, and adoption of other strategic goals.

General Fund revenues are projected at $72 million over the biennium with expenditures of $80 million with an ending fund balance of $10.2 million. Ending fund balance and reserves are at the target level because of revenues received during 2021 and 2022 from sales tax and new construction, as well as staffing shortages and supply chain issues because of the pandemic, which lowered expenses.

Citywide, the budget is $194 million in revenue, $217 million in expenditures, and $83 million in ending fund balance. Some items of focus during the next biennium include:

- Regional Fire Authority
- Police Staffing
- City Projects
- Development
- Financial stability

Staff recommends the adoption of Ordinance No. O2022-028, adopting the biennial budget for the City of Tumwater for the fiscal period beginning January 1, 2023 and ending December 31, 2024.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Jefferson, to approve Ordinance No. O2022-028 adopting the biennial budget for the City of Tumwater, Washington, for the fiscal period beginning January 1, 2023 and ending December 31, 2024. Motion carried unanimously.**

MEMORANDUM OF AGREEMENT (MOA) FOR BREWERY WELLFIELD TRANSFER OF ASSETS:

Director Smith reported in 2009, the City and its partners, City of Lacey and City of Olympia, acquired water rights, land, and physical infrastructure to support the development of the Brewery Wellfield and produce water to serve its respective communities. Over the last decade, the partners have evaluated existing infrastructure and resource management strategies for the future production and distribution of water using the water rights acquired from the former brewery. The second phase of the project began in 2015 to develop a strategic plan on how to utilize the water for the benefit of each partner's community. The partners considered treatment alternatives, how to fund a regional program, and the various scenarios the partners would need to begin utilizing the water. After completion of the development plan in 2018, the City of Tumwater negotiated with the partners on ways to implement the next step. With the advent of the COVID pandemic in 2020, efforts slowed as well as conversations with partners.

The former Brewery Wellfield includes 30 wells and extends to the Tumwater Golf Course. The wells range from 72 feet to 395 feet deep in the Tumwater Valley. The City acquired a series of pipelines and pumps. The wells were initially installed between 1948 and 1982. A one million gallon storage tank was constructed in the 1960s. The tank does not meet current seismic standards.

By March 2021 following resumption of negotiations with the partners, each partner's domestic water needs changed along with priorities for investment for source development. The City of Lacey estimated an investment of approximately $42 million in development costs to provide water from the wells to the City's borders. The City of Lacey compared its allocation of 761 acre-feet of water from the Brewery Wellfield to its progress on conversion from septic systems to City sewer, and the use of reclaimed water. Lacey's forecast estimated a potential acquisition of approximately 1,100 to 1,700 acre-feet of water from reclaimed water, doubling the amount of water the City of Lacey would receive from the Brewery Wellfield partnership. As such, the City of Lacey questioned whether the partnership was the best option moving forward.

As each partner reconsiders its future investment, the proposed MOA provides a framework for each jurisdiction to transfer its ownership interest within the partnership to another city or cities. Following acknowledgement that one City is willing to transfer its ownership interest to another, the negotiating partners would commission a water right evaluation by a nationally accredited evaluation appraisal company and a property valuation by a local professional. The estimated values presented are based a 2020 water right valuation for a different water right the City pursued. The estimate for that water right is $6 million, as an example of the potential value. Property values presented are based on the Thurston County Assessor's assessment. Decommissioning the existing wells will

cost approximately $1.5 million. When a partner withdraws, deductions accounting investment liabilities, such as well decommissioning and storage tank demolition, will be included in the overall net value assessment. Because the storage tank does not meet seismic standards, the reservoir cannot be used resulting in a $1.25 million credit or deduction applied to the overall formula. Existing well buildings on the property are valued at $.24 million. Overall, project and design adds another $50,000 resulting in a total deduction of $3 million when considering the total valuation of the property or a net value of $6 million divided by the three partners to equal $2 million for each partner.

After the valuations are completed, the partners will determine whether there is agreement as to the values. If confirmed by each partner, the transferring agency, such as the City of Lacey would issue to the City of Tumwater or City of Olympia a certificate to use the water right in perpetuity the water right without owning the water rights until such time the water rights can be perfected based on a legal requirement. Once the receiving city acquires the water right and perfects the right, the transferee would provide a quick claim deed to the receiving jurisdiction to formally transfer the ownership of the water rights. Within 90 days of the issuance of the certificate to the recipient jurisdiction, payment for the water right would be provided based on the valuation.

Because of the length of the negotiations and the steps within the process, some additional fees are included in the agreement for reimbursement to the City of Tumwater of approximately $57,000 payable by the three jurisdictions or $19,000 for each jurisdiction. The City of Tumwater will also receive reimbursement of stormwater fees paid on behalf of the partners since 2009. The agreement includes recovery of those costs as part of the agreement. Moving forward in 2023, the City of Tumwater will continue to bill partners for their portion of stormwater fees with the City no longer paying the rates on behalf of the partners.

Next steps include the partners reviewing and authorizing the proposed agreement. Once the agreement is approved and executed, the process will commence over the next year. Based on a future agreement with the two partners, the City of Tumwater can begin the design of the Brewery Wellfield, drill new wells, and began providing water to customers.

Councilmember Schneider asked whether during the process, the City was concerned that the City of Olympia might acquire water rights. Director Smith explained that at the beginning of the conversations with the City of Lacey when it considered alternative sources of water supply, the City of Lacey contacted both the City of Olympia and the City of Tumwater to gauge interest by each jurisdiction. The City of Olympia's current water rights portfolio is sufficient to support future water needs for the City. The City of Olympia did not convey any interest in obtaining the City of Lacey's portion of water rights.

MOTION: **Councilmember Swarthout moved, seconded by Councilmember Dahlhoff, to approve and authorize the Mayor to sign the Memorandum of Agreement (MOA) with the Cities of Lacey and Olympia to provide a framework for the transfer of ownership interest and reimbursement of costs related to the Brewery Wellfield. Motion carried unanimously.**

CONTRACT APPROVAL FOR AN 8-YEAR MULTIFAMILY TAX EXEMPTION FOR THE 350 NORTH STREET APARTMENTS (TUM-22-1338):

Councilmember Cathey explained that she requested the withdrawal of the proposal from the consent calendar as she does not agree with the proposal and will vote against the proposed contract.

MOTION: **Councilmember Althauser moved, seconded by Councilmember Dahlhoff, to approve the Contract for an 8-Year Multifamily Tax Exemption for the 350 North Street Apartments.**

Councilmember Schneider commented that he has similar concerns of providing a tax exemption to developers who are financially benefitting. He does not believe in providing a tax exemption to individuals who are benefitting financially while other property owners must pay their respective property tax. He plans to vote against the motion as well.

Motion carried. Councilmembers Cathey and Schneider opposed.

CONTRACT APPROVAL FOR AN 8-YEAR MULTIFAMILY TAX EXEMPTION FOR THE CRAFT DISTRICT APARTMENTS (TUM-22-1393):

MOTION: **Councilmember Althauser moved, seconded by Councilmember Dahlhoff, to approve the Contract for an 8-Year Multifamily Tax Exemption For The Craft District Apartments (TUM-22-1393). Motion carried. Councilmembers Cathey and Schneider opposed.**

COMMITTEE REPORTS:

PUBLIC HEALTH & SAFETY:
Leatta Dahlhoff

The December 13, 2022 meeting was cancelled. The next meeting is scheduled on January 10, 2023. The agenda includes briefings on Ordinance No, O2022-025 to update the Tumwater Municipal Code Title 9 Criminal Code.

GENERAL GOVERNMENT:
Michael Althauser

The next meeting is scheduled on December 14, 2022 at 2 p.m. The agenda includes a continuing discussion on proposed housing protection efforts regarding rental housing registration as well as a potential partnership with the Thurston County Dispute Resolution Center for landlord dispute resolution services.

PUBLIC WORKS:
Eileen Swarthout

The next meeting is on December 8, 2022 at 8 a.m. The committee is scheduled to review Corrosion Control Service Provider Agreement Amendment 1 and a Septic to Sewer Conversion Program Grant Agreement.

BUDGET AND FINANCE:
Debbie Sullivan

There was no meeting and no report.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Doan highlighted the extensive amount of work and efforts by staff and the Council on several of the items included on the consent calendar.

City Administrator Doan thanked and acknowledged staff and the Council for their work and efforts to develop the budget.

City Administrator Doan acknowledged the efforts by Director Smith for his work and follow-through on ensuring movement continues on the Brewery Wellfield.

The City of Olympia voted earlier in the evening to approve the placement of the RFA proposal on the ballot.

City Administrator Doan thanked the Council for its leadership, vision, and patience during the year. He wished everyone a happy holiday.

City Administrator Doan advised that the Thurston County Treasurer informed the City that the Hopkins Drainage District submitted a revised roll excluding the Tumwater parcels, which was accepted by the Thurston County Treasurer.

Mayor Sullivan reported on her attendance to the Tree Lighting and Holiday Event. The event attracted many in the community. She thanked Parks and Recreation staff and the Fire Department for hosting the event.

COUNCILMEMBER REPORTS:

Charlie Schneider: Councilmember Schneider attended the Tree Lighting event and the Thurston County Food Bank open house earlier in the day.

Councilmember Schneider commented on the difficult year and his wish to everyone for a merry Christmas, happy holiday, and a prosperous new year.

Joan Cathey: There was no report.

Angela Jefferson: The Thurston County Drug Court has scheduled a graduation ceremony on Wednesday, December 7, 2022 at 2:30 p.m. Councilmember Jefferson and Councilmember Agabi are planning to attend the graduation.

Peter Agabi: At the last meeting of the Joint Animal Services Commission, members adopted the 2023 budget and received a report from the Director on her meeting with the State Attorney General to discuss ways to prevent animal abuse. The animal shelter has created space to enable people to meet with animals prior to completing an adoption.

Leatta Dahlhoff: Councilmember Dahlhoff participated in consultant interviews for the equity toolbox project.

Councilmember Dahlhoff is scheduled to participate in a South Sound Behavioral Health site visit, a Regional Fire Authority Planning Committee meeting, the LOTT Clean Water Alliance Board meeting, General Government Committee meeting, and the Thurston County Opioid Response Task Force, and the Law Enforcement Assisted Diversion meetings

Michal Althauser: The next meeting of the Regional Housing Council is December 14, 2022.

Eileen Swarthout: Councilmember Swarthout attended the November 28, 2022 the Climate Steering Committee member. The meeting included a presentation on the 2020-2021 Green House Gas Inventory. In 2019, Thurston Regional Planning Council, Thurston County, and the cities of Olympia, Lacey, and Tumwater committed to reducing climate warming greenhouse gas emissions through the adoption of targets. The targets called for achieving a 45% reduction of 2015 greenhouse gas emissions by 2030 and achieve an 85% reduction of the 2015 levels by 2050. Total greenhouse gas emissions in Thurston County are estimated at 2.9 million metric tons of CO2 or 9.8 tons per person. After several years of increasing emissions, emissions in 2020 and 2021 were below the 2015 baseline in some areas of the county; however emissions are not on track to meet the 2030 and 2050 targets. The building, energy, and transportation sectors remain the largest contributors of greenhouse gas emissions. It is uncertain at this time if emissions can be reduced sufficiently to meet targets.

On December 2, 2022 during the meeting of the Thurston Regional Planning Council, members received a report on the 2022 Call for Project grant awards. The Council approved $11.3 million in combined Surface Transportation Block Grant and Transportation Alternative Grant awards to priority projects for federal fiscal years 2025 through 2027. The City of Tumwater received $250,000 for the I-5/SR 121/93rd Avenue Interchange Improvement Study and $2.9 million for the X Street Roundabout project. Members discussed a draft letter opposing the siting of an airport in central Thurston County. Members agreed to review the proposed draft with their respective agencies to receive input. Members are scheduled to finalize the letter at the January meeting.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 9:12 p.m.**

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

**TUMWATER CITY COUNCIL &
PLANNING COMMISSION JOINT MEETING
MINUTES OF VIRTUAL MEETING
December 13, 2022 Page 1**

CONVENE: 5:30 p.m.

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

Excused: Councilmember Leatta Dahlhoff.

Planning Commission: Chair Elizabeth Robbins and Commissioners Grace Edwards, Terry Kirkpatrick, Brian Schumacher, Meghan Sullivan, Michael Tobias, Tony Varela, and Kelly Von Holtz.

Staff: City Administrator John Doan, Planning Manager Brad Medrud, and City Clerk Melody Valiant.

2023 LONG RANGE PLANNING WORK PROGRAM: Manager Medrud presented and reviewed the proposed 2023 Long Range Planning Work Program. The draft program includes four main components including the City's 2023-2025 Comprehensive Plan periodic update and a limited annual docket of Comprehensive Plan Amendments for consideration. Following discussion, the request is to either approve forwarding the proposed program to the General Government Committee for review in January or to the City Council for consideration on January 17, 2023. The proposed program is structured based on full staffing within the Community Development Department.

Manager Medrud asked members to discuss the desired outcome of the 2023-25 Comprehensive Plan periodic update process, what went well with the 2022 work program and what could be improved, whether adjustments to the 2023 work program would be needed because of lack of staffing, and what work items should have less of a priority.

Commissioners and Councilmembers offered the following feedback and suggestions:

- Ensure all climate action goals, housing goals, and other sustainability goals established by the City are embodied within the various sections of the Comprehensive Plan rather than establishing separate elements addressing those goals.
- Accomplishments during the year included completion of several private and public map amendments and rezones and the annexation of all remaining county islands, as well as progress on housing issues, such as expanding duplexes in other zoning districts.

- Consider expanding zoning districts allowing triplexes.
- Consider allowing increased building heights in some areas of the City to accommodate growth while supporting environmental goals.
- Recommend pursuing a conversation on the balance necessary to accommodate growth without sacrificing urban forests and the environment to accommodate growth.
- Consider allowing alternative housing models, e.g., housing accommodating multiple families and other types of housing materials in response to climate change.
- Recommend strategically considering the installation of electric vehicle charging stations and options for retrofitting older homes to assist in achieving climate goals.
- Consider offering incentives to developers to construct climate-friendly housing options.
- The importance of all conversations was underscored acknowledging that the environment not only includes trees and the urban forest, but it also includes water, air, wildlife, soil, the understory, and other environmental aspects.
- Recommend allocating specific areas or consider specific opportunities to experiment with different practices and techniques that have been successful in other areas of the country and across the world.
- Consider pursuing a discussion on competing conflicts between economic development and recent development destroying numerous trees and tree tracts creating large warehouses with few jobs.
- Explore options for allowing green roofs or incentivizing green roofs as way of connecting areas of existing tree canopy.
- Consider incentive options to encourage developers to build structures meeting anticipated energy and environmental building codes.

Manager Medrud shared information on existing staffing resources, current areas of expertise, and desired expertise the department is seeking. Comments from members included:

- Consider a poll of Commissioners and Councilmembers to identify priorities to narrow the list of work items.
- The Habitat Conversation Plan should remain a priority because of its impact on development in the City.
- Recognition of the importance of staff expertise and background in the interaction between climate and the environment and how it affects development.

- Consider scheduling another joint meeting prior to the Council's final action on the work program to consider potential changes or additions.
- Councilmember Swarthout recommended the Council should review Commission meeting agendas and minutes for information on the Commission's discussions and deliberations on work items.
- Councilmember Cathey preferred forwarding the work program to the General Government Committee to afford additional review of work items informed by the joint discussion that might warrant a change or revision.

The Council supported forwarding the work program to the General Government Committee for additional review.

Mayor Sullivan thanked everyone for participating in the joint meeting.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the joint meeting at 6:29 p.m.**

Prepared by Puget Sound Meeting Services, psmsoly@earthlink.net

TUMWATER CITY COUNCIL WORKSESSION
MINUTES OF VIRTUAL MEETING
December 13, 2022 Page 1

CONVENE: 6:31 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Michael Althauser, Joan Cathey, Angela Jefferson, Charlie Schneider, and Eileen Swarthout.

Excused: Councilmembers Peter Agabi and Leatta Dahlhoff.

Staff: City Administrator John Doan, City Attorney Karen Kirkpatrick, Parks and Recreation Director Chuck Denney, and Communications Manager Ann Cook.

PROPOSAL FOR AMERICAN RECOVERY PLAN (ARP) HOUSING FUNDING:

City Administrator Doan requested guidance for investment of City-designated American Recovery Plan (ARP) funds for the Franz Anderson Permanent Support Housing Project. He introduced Jacinda Steltjes with the Office of Housing & Homeless Prevention, Thurston County Public Health & Social Services, to present the proposal for the Franz Anderson property. The first phase of the project was evaluating the option of providing shelter in support of individuals transitioning from homelessness followed by a second phase of providing permanent supportive housing. Ms. Steltjes is working with the Regional Housing Council (RHC) to assemble different funding sources.

Ms. Steltjes reported the City of Olympia and Thurston County collaborated to purchase 6.2 acres along Franz Anderson Road SE for $1.65 million in March 2022. American Rescue Plan funds were used for the purchase. The east side of the site was recently cleared. The west side is still moderately wooded. Work to bring utilities to the site is currently underway and is funded through the State's Rights of Way Initiative.

Primary goals of the project would provide a tiny home village (50 units) on the east side of the site to serve Rights of Way Initiative and permanent supportive housing on the west side of the site to align with Permanent Supportive Housing Framework adopted by the RHC in September 2021 to provide 200 permanent supportive housing units by 2024. Permanent supportive housing is subsidized, leased housing with no limit on length of stay that prioritizes people who need comprehensive support services to retain tenancy and utilizes admissions practices designed to use lower barriers to entry than would be typical for other subsidized or unsubsidized rental housing, especially related to rental history, criminal history, and personal behaviors.

The project is new construction of 40-70 multi-family, permanent supportive housing rental units serving low-income single adults, primarily homeless at entry. The estimated cost is approximately $20-25 million.

The project offers an opportunity to fill a needed gap in the housing market on property owned by the City of Olympia. The project would likely score high for competitive state funding due to population served and significant local leverage. The project is close to a bus line and services and would provide continuum of housing for individuals exiting the adjacent tiny home village. The project aligns with RHC's Permanent Supportive Housing Framework.

The selected developer (operator) is responsible for identifying operational sources needed to sustain the development. Potential operating sources include rental income, Rights of Way Initiative, and Apple Health and Homes program, among others.

Next steps include securing funding for construction, releasing the Request for Proposal (RFP), design, and construction. The timeline calls for issuing the RFP in February 2023 for developers/operators and selection of the candidate in spring 2023. Local commitments should be identified by spring 2023 to enable securing the last three funding sources from the State Housing Trust Fund, Home Fund (Olympia & Thurston County), and state low-income tax credits. Construction is anticipated to begin in fall 2024 and continue for up to 18 months with completion in spring 2026. By summer 2026, the units will be occupied.

Ms. Steltjes invited questions. Feedback and questions from the Council with responses included:

- As a privately managed project, would wraparound services for residents be provided, such as mental health and drug and alcohol counseling? *Permanent supportive housing includes supportive services. The proposed project would serve single adults.*
- Councilmember Althauser commented on the level of need for the single adult population and the gap in supportive services, which would be served by the proposed project.
- Councilmember Cathey commented on the possibility of Tumwater converting a hotel property and suggested allocating $275,000 of the $550,000 for the City to invest in the community. *ARP funding must be obligated no later than December 31, 2024 and expended by December 31, 2026. The City of Lacey has conveyed interest in contributing non-ARP funding. The City of Tumwater's allocation of Community Development Block Grant (CDBG) funds is not scheduled until 2024 and cannot be used for new construction.*

In response to City Administrator Doan's suggested proposal to allocate

$275,000 to the project and retain $275,000 in reserve for a future Tumwater project, Ms. Steltjes advised that the proposal acknowledges that other projects might materialize for the City. The intent by RHC was identifying the approximate level of local commitment for leverage when the City of Olympia issues the RFP soliciting a developer for the project. Should the City's project fail to meet funding timelines, time is available to reconsider the remaining $275,000 for the project.

Councilmember Althauser pointed out the difficulty of the City completing a project in the next 18 months that is not currently in the pipeline.

Ms. Steltjes shared information on other funding sources that could be available to support a hotel conversion project.

Councilmember Schneider supported allocating the full amount to the project because of the lack of timing for a project in Tumwater, as well as reflecting the importance of City serving as a partner in support of the proposal that could serve to benefit the City in the future.

Councilmember Jefferson supported deferral of a decision for six months to enable time for the City of Tumwater to consider another project.

The Council discussed funding preferences and agreed on a compromise to commit $275,000 to the Franz Anderson Permanent Support Housing Project and revisiting the balance of ARP funds ($275,000) within 60 days prior to the release of the RFP in February 2023 to ascertain other City project options that would meet the funding timeline.

Ms. Steltjes shared information on a potential project in Tumwater scheduled for review by the RHC. The project requires a 5% match in order to be competitive to receive state funding. The application is due in early January and coincides with the Council's proposed 60-day timeframe for review of any viable projects in Tumwater.

POOL UPDATE: Director Denney provided an update on the status of considering swimming facilities. Land for a swimming facility as part of the new community center was included in the ballot measure for the Metropolitan Park District. As staff moves forward on design and planning for the community center, staff is seeking a location that includes additional land to accommodate some type of aquatic facility.

Additionally, the City of Olympia's park survey generated the same results from the community on the need for a swimming facility in Thurston County. A swimming facility has been the top request of all the City's

parks and recreation surveys.

The City of Olympia allocated $100,000 to hire a consultant Barker Rinker Seacat (BRS), an architectural firm based out of Denver, Colorado to complete an aquatic center feasibility study. Tumwater participated in the study. Two regional surveys were conducted as well as multiple meetings with stakeholders from local school districts/colleges/universities, user groups, non-profits, and interested citizens. Due to COVID-19 and closures, the study was extended well past the original completion date with final documents submitted in late 2021.

Director Denney reviewed the results of the study completed by the consultant.

In conjunction with the work of the advisory committee, staff proposes an indoor 5,000 square-foot leisure pool because it fits within the budget and meets most of the community needs. The proposal is comprised of a lazy river, water slides, play toy, a six-lane 25-yard lap pool, party room, and a multipurpose classroom.

Director Denney displayed a conceptual design of the proposed aquatics swimming facility with all the components as recommended. The proposed facility is projected to have an annual operating cost of $2.3 million generating $1.2 million annually resulting in a revenue deficit of $1.1 million that would require a subsidy.

The City of Olympia is working on solidifying partnerships with other entities to move forward on the next steps of designing an aquatics facility. Olympia staff has been directed to contract with Barker Rinker Seacat to move the project forward and consider additional facility designs. The City of Olympia has selected a site located in the City.

Staff is moving forward on the design process for the Tumwater Community Center and is exploring different sites in the City to include sufficient land to accommodate a future aquatics facility.

ELECTIONS & THE LAW:

Manager Cook and City Attorney Kirkpatrick briefed the Council on elections & the law as it pertains to the recent passage of a resolution to place the Regional Fire Authority proposal on the ballot.

Municipal elections, like state elections, are governed by state law. Three specific exceptions to the broad prohibition of using public facilities to support or oppose a ballot proposition include legislative resolutions, statements by elected officials, and "normal and regular conduct." State

RCWs include a prohibition on the use of public offices or facilities in election campaigns, for election activities, or in support of or in opposition to ballot measures. The general prohibition against use of public facilities is very broad and comprehensive.

City Administrator Doan recounted the City of Olympia's recent assessment of a $10,000 fine by the Public Disclosure Commission (PDC) for violations of election laws during a recent election campaign. He urged the Council to contact staff to receive guidance on appropriate actions.

City Attorney Kirkpatrick referred the Council to information received from the PDC for additional guidance on appropriate actions. She encouraged Councilmembers to contact her to address specific questions or scenarios.

Manager Cook noted that state law prohibits public agencies from paying PDC fines.

MAYOR/CITY ADMINISTRATOR'S REPORT:

City Administrator Doan advised of scheduling a future discussion on the format of meetings moving forward. Hybrid meetings require an extensive amount of staff resources.

Mayor Sullivan thanked staff and Council for their efforts over the last several months. The first Council meeting in January has been canceled.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:58 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: January 17, 2023

SUBJECT: Payment of Vouchers

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1) Recommended Action:

Staff is seeking City Council ratification of:

- December 02, 2022 payment of vouchers 172096 to 172159 in the amount of $324,785.21 and electronic payments 902290 to 902307 in the amount of $45,701.84;
- December 09, 2022 payment of vouchers 172160 to 172211 in the amount of $128,459.84 and electronic payments 902308 to 902323 in the amount of $161,255.85;
- December 16, 2022 payment of vouchers 172212 to 172316 in the amount of $1,065,396.34 and electronic payments 902324 to 902355 in the amount of $188,355.69 and wire payments of $247,946.28;
- December 30, 2022 payment of vouchers 172317 to 172398 in the amount of $492,096.20 and electronic payments 902356 to 902389 in the amount of $203,747.56 and wire payments of $193,029.24;
- January 16, 2023 payment of vouchers 172399 to 172452 in the amount of $1,135,331.93 and electronic payments 902390 to 9023413 in the amount of $188,355.69.

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2) Background:

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

Vendor	$	Description
Acushnet Company	38,455.20	Golf Pro Shop Inventory
Cascade Recreation Inc	37,088.20	Preserve Park Equipment PE#1
City of Olympia	43,040.00	BiAnnual billing for Mark Noble Fire Training Center per Interlocal Agreement
Shalimar Suites LLC	29,084.52	Relocation Assistance Claim #2 – Capitol/Trosper Intersection Project
Sound Pacific Construction LLC	71,708.14	PE#2 2022 Pedestrian Improvements Project
Core & Main	21,314.18	Neptune Meter Equipment & Mobile Data Collector
Shea Carr & Jewell Inc	100,242.17	Capitol/Israel/M Street Project – Professional Services 10/30 to 11/26/22
Interfaith Works	50,000.00	SPRUNG Shelter for Affordable Housing
South Puget Sound Habitat	120,000.00	Affordable Housing Project – construction, survey, demo, sewer. etc.

Vendor	$	Description
Thurston County	390,000.00	Additional deposit for appraisal – Capitol & Trosper Intersection Project
Washington Roofing Solutions	28,948.52	Golf Proshop Portico Repair
AWC Employee Benefit Trust	135,733.56	Medical/Dental/Vision Monthly Premiums
KBH Construction	56,660.50	Barclift & Tumwater Hill Parks Project PE# 3
Nisqually Indian Tribe	20,120.00	November Bookings & Incarceration Costs
LEOFF Health & Welfare Trust	55,942.40	Police Guild Medical Premiums – January
Tyler Technologies, Inc	27,064.02	Tyler System Management Support Nov'22 to Nov'23
Thurston County	24,944.52	SHB 1406 Affordable Housing Taxes
Assoc of WA Cities	54,513.77	AWC City Membership and Worker's Comp Retro
Olympic Region Clean	22,637.45	Per Capita Assessment 2023
WA Cities Insurance Authority	944,126.00	WCIA Insurance Premiums 2023

* 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.

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4) Alternatives:

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

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5) Fiscal Notes:

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

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6) Attachments:

A. Exhibit A – Payment of Vouchers – Review and Approval
B. Exhibit B – Payment of Vouchers – Review and Approval
C. Exhibit C – Payment of Vouchers – Review and Approval
D. Exhibit D – Payment of Vouchers – Review and Approval
E. Exhibit E – 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.

Voucher/Check Nos 172096 through 172159 in the amount of $324,785.21
Electronic payment No 902290 through 902307 in the amount of $45,701.84



Asst. Finance Director, on behalf of the Finance Director

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.

Voucher/Check Nos 172160 through 172211 in the amount of $128,459.84
Electronic payment No 902308 through 902323 in the amount of $161,255.85



Asst. Finance Director, on behalf of the Finance Director

EXHIBIT "C"

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.

Voucher/Check Nos 172212 through 172316 in the amount of $1,065,396.34
Electronic payment No 902324 through 902355 in the amount of $188,355.69
Wire payments of $247,946.28



Asst. Finance Director, on behalf of the Finance Director

Checks dated 12/16/2022

EXHIBIT "D"

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.

Voucher/Check Nos 172317 through 172398 in the amount of $492,096.20
Electronic payment No 902356 through 902389 in the amount of $203,747.56
Wire payments of $193,029.24



Asst. Finance Director, on behalf of the Finance Director

Checks dated 12/30/2022

EXHIBIT "E"

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.

Voucher/Check Nos 172399 through 172452 in the amount of $1,135,331.93
Electronic payment No 902390 through 902413 in the amount of $82,996.68



Asst. Finance Director, on behalf of the Finance Director

TO: City Council

FROM: Karen Kirkpatrick

DATE: January 17, 2023

SUBJECT: Ordinance No. O2023-001, Update to Tumwater Municipal Code Title 9 Criminal Code

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1) Recommended Action:

Approve Ordinance No. O2023-001, Update to Tumwater Municipal Code Title 9 Criminal Code.

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2) Background:

The City's criminal code has not been updated since 2016. The amendments provide continuity with county and state law enforcement and for any individuals charged. The Public Health and Safety Committee discussed the Ordinance during its January 10, 2023, committee meeting and recommends approval.

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3) Policy Support:

Updating the criminal code helps provide and sustain quality public safety services.

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4) Alternatives:

Return Ordinance No. O2023-001 to staff for amendment.

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5) Fiscal Notes:

N/A

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6) Attachments:

A – Proposed Ordinance No. O2023-001

ORDINANCE NO. O2023-001

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending and replacing, Chapter 9.04, Adoption of Specific RCW Sections, of the criminal code for the City of Tumwater as more particularly set forth herein.

WHEREAS, the City's criminal code has not been comprehensively updated since 2010; and

WHEREAS, many cities find that adopting the state criminal code as the city's criminal code allows for changes in state law to be automatically incorporated; and

WHEREAS, adoption of state law by reference allows a police officer to use the state code number which provides clarity and consistency between jurisdictions for defendant, prosecutors and court; and

WHEREAS, some sections of the state criminal code have been amended or repealed since the adoption of the City's criminal code in 2010; and

WHEREAS, the City Council finds that amending the City's criminal code is in the best interests of the City and supports the health, safety and welfare of the citizens of Tumwater.

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

Section 1. Tumwater Municipal Code, Chapter 9.04, "Adoption of Specific RCW Sections" is hereby amended to read as follows:

Chapter 9.04

ADOPTION OF SPECIFIC RCW SECTIONS

Sections:

9.04.010 Chapter 2.48 RCW, entitled "State Bar Act" – Adoption by reference.
9.04.020 Chapter 7.21 RCW, entitled "Contempt of Court" – Adoption by reference.
9.04.030 Chapter 7.80 RCW, entitled "Civil Infractions" – Adoption by reference.
9.04.040 RCW Title 9, entitled "Crimes and Punishments" – Adoption by reference.
9.04.050 RCW Title 9A, entitled "Washington Criminal Code" – Adoption by reference.

9.04.060 RCW Title 10, entitled "Criminal Procedure" – Adoption by reference.
9.04.070 Chapter 13.32A RCW, entitled "Family Reconciliation Act" – Adoption by reference.
9.04.080 RCW Title 19, entitled "Business Regulations – Miscellaneous" – Adoption by reference.
9.04.090 RCW Title 26, entitled "Domestic Relations" – Adoption by reference.
9.04.100 Chapter 28A.635 RCW, entitled "Offenses Relating to School Property and Personnel" – Adoption by reference.
9.04.110 RCW Title 46, entitled "Motor Vehicles" – Adoption by reference.
9.04.120 RCW Title 66, entitled "Alcoholic Beverage Control" – Adoption by reference.
9.04.130 RCW Title 69, entitled "Food, Drugs, Cosmetics, and Poisons" – Adoption by reference.
9.04.140 RCW Title 70, entitled "Public Health and Safety" – Adoption by reference.
9.04.150 Chapter 74.34 RCW, entitled "Abuse of Vulnerable Adults" – Adoption by reference.

9.04.010 Chapter 2.48 RCW, entitled "State Bar Act" – Adoption by reference.

The following RCW section, as currently enacted or as hereafter amended or recodified from time to time, is hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

2.48.180 Definitions – Unlawful practice a crime – Cause for discipline – Unprofessional conduct – Defense – Injunction – Remedies – Costs – Attorneys' fees – Time limit for action.

(Ord. O2010-022, Added, 12/21/2010)

9.04.020 Chapter 7.21 RCW, entitled "Contempt of Court" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

7.21.010 Definitions.

7.21.020 Sanctions – Who may impose.

7.21.030 Remedial sanctions – Payment for losses.

7.21.040 Punitive sanctions – Fines.

7.21.050 Sanctions – Summary imposition – Procedure.

7.21.070 Appellate review.

(Ord. O2010-022, Added, 12/21/2010)

9.04.030 Chapter 7.80 RCW, entitled "Civil Infractions" – Adoption by reference.

For purposes of offenses under this title only, the following RCW section, as currently enacted or as hereafter amended or recodified from time to time, is hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

7.80.120 Monetary penalties – Restitution.

(Ord. O2010-022, Added, 12/21/2010)

9.04.040 RCW Title 9, entitled "Crimes and Punishments" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

9.01.055 Citizen immunity if aiding officer, scope – When.

9.01.110 Omission, when not punishable.

9.01.130 Sending letter, when complete.

9.02.050 Concealing birth.

9.03.010 Abandoning, discarding refrigeration equipment.

9.03.020 Permitting unused equipment to remain on premises.

9.03.030 Violation of RCW 9.03.010 or 9.03.020.

9.03.040 Keeping or storing equipment for sale.

9.04.010 False advertising.

9.04.090 Advertising fuel prices by service stations.

9.08.030 False certificate of registration of animals – False representation as to breed.

9.08.065 Definitions.

9.08.070 Pet animals – Taking, concealing, injuring, killing, etc. – Penalty.

9.12.010 Barratry.

9.12.020 Buying, demanding, or promising reward by district judge or deputy.

9.16.005 Definitions.

9.16.010 Removing lawful brands.

9.16.020 Imitating lawful brand.

9.16.030 Counterfeit mark – Intellectual property.

9.16.035 Counterfeiting – Penalties.

9.16.041 Counterfeit items – Seizure and forfeiture.

9.16.050 When deemed affixed.

9.16.060 Fraudulent registration of trademark.

9.16.070 Form and similitude defined.

9.16.080 Petroleum products improperly labeled or graded.

9.16.100 Use of the words “sterling silver,” etc.

9.16.110 Use of words “coin silver,” etc.

9.16.120 Use of the word “sterling” on mounting.

9.16.130 Use of the words “coin silver” on mounting.

9.16.140 Unlawfully marking article made of gold.

9.16.150 “Marked, stamped or branded” defined.

9.18.080 Offender a competent witness.

9.18.120 Suppression of competitive bidding.

9.18.130 Collusion to prevent competitive bidding – Penalty.

9.18.150 Agreements outside state.

9.24.010 Fraud in stock subscription.

9.24.040 Corporation doing business without license.

9.26A.090 Telephone company credit cards – Prohibited acts.

9.26A.100 Definitions.

9.26A.110 Fraud in obtaining telecommunications service – Penalty.

9.26A.120 Fraud in operating coin-box telephone or other receptacle.

9.26A.130 Penalty for manufacture or sale of slugs to be used for coin.

9.27.015 Interference, obstruction of any court, building, or residence – Violations.

9.35.005 Definitions.

9.35.030 Soliciting undesired mail.

9.38.010 False representation concerning credit.

9.38.015 False statement by deposit account applicant.

9.38.020 False representation concerning title.

9.40.040 Operating engine or boiler without spark arrester.

9.40.100 Tampering with fire alarm or firefighting equipment – False alarm – Penalties.

9.41.010 Terms defined.

9.41.040 Unlawful possession of firearms – Ownership, possession by certain persons – Restoration of right to possess – Penalty.

9.41.049 Persons who present likelihood of serious harm—Possession rights.

9.41.050 Carrying firearms.

9.41.060 Exceptions to restrictions on carrying firearms.

9.41.065 Correctional employees—Effect of exemption from firearms restrictions—Liability limited.

9.41.090 Dealer deliveries regulated – Hold on delivery.

9.41.092 Licensed dealer deliveries—Background checks.

9.41.098 Forfeiture of firearms – Disposition – Confiscation.

9.41.100 Dealer licensing and registration required.

9.41.110 Dealer's licenses, by whom granted, conditions, fees – Employees, fingerprinting and background checks – Wholesale sales excepted – Permits prohibited.

9.41.111 Firearm frames or receivers—Background check—Penalty.

9.41.113 Firearm sales or transfers—Background checks—Requirements—Exceptions.

9.41.1135 Firearms sales or transfers—Use of state firearms background check system.

9.41.114 Firearm sales or transfers—Denial of application report—Dealer's duties.

9.41.115 Penalties—Violations of RCW 9.41.113.

9.41.137 Department of licensing, authority to adopt rules—Reporting of violations—Authority to revoke licenses.

9.41.139 Department of licensing—Eligibility to possess firearms.

9.41.140 Alteration of identifying marks – Exceptions.

9.41.220 Unlawful firearms and parts contraband.

9.41.230 Aiming or discharging firearms, dangerous weapons.

9.41.240 Possession of pistol by person from 18 to 21.

9.41.250 Dangerous weapons – Penalty.

9.41.251 Dangerous weapons—Application of restrictions to law enforcement, firefighting, rescue, and military personnel.

9.41.260 Dangerous exhibitions.

9.41.270 Weapons apparently capable of producing bodily harm – Unlawful carrying or handling – Penalty – Exceptions.

9.41.280 Possessing dangerous weapons on school facilities – Penalty – Exceptions.

9.41.282 Possessing dangerous weapons on child care premises – Penalty – Exceptions.

9.41.284 Possessing dangerous weapons at voting facilities – Penalty – Exceptions.

9.41.300 Weapons prohibited in certain places – Local laws and ordinances – Exceptions – Penalty.

9.41.305 Open carry of weapons prohibited on state capitol grounds and municipal buildings.

9.41.325 Undetectable or untraceable firearms—Penalties.

9.41.326 Untraceable firearms—Exceptions—Penalties.

9.41.327 Unfinished frames or receivers—Exceptions—Penalties.

9.41.328 Imprinting a firearm or unfinished frame or receiver.

9.41.330 Felony firearm offenders—Determination of registration.

9.41.333 Duty to register—Requirements.

9.41.335 Failure to register as felony firearm offender.

9.41.340 Return of privately owned firearm by law enforcement agency—Notification to family or household member—Exception—Exemption from public disclosure—Civil liability—Liability for request based on false information.

9.41.345 Return of privately owned firearm or concealed pistol license by law enforcement agency—Duties—Notice—Exception.

9.41.350 Voluntary waiver of firearm rights—Procedure—Penalty—Exemption from public disclosure.

9.41.352 Voluntary waiver of firearm rights—Form—Availability.

9.41.360 Unsafe storage of a firearm.

9.41.365 Firearm security and storage—Requirements for dealers.

9.41.370 Large capacity magazines—Exceptions—Penalty.

9.41.375 Large capacity magazines—Unfair method of competition.

9.41.380 Safe storage of firearms expansion encouraged—No special relationship created by dealer storage.

9.41.800 Surrender of weapons or licenses – Prohibition on future possession or licensing.

9.41.801 Surrender of weapons or licenses—Ensuring compliance.

9.41.802 Proof of surrender and receipt pattern form—Declaration of nonsurrender pattern form—Administrative office of the courts to develop.

9.41.804 Proof of surrender and receipt form, declaration of nonsurrender form—Requirement to file with clerk of the court.

9.41.810 Penalty.

9.44.080 Misconduct in signing a petition.

9.45.060 Encumbered, leased, or rented personal property – Construction.

9.45.070 Mock auctions.

9.45.080 Fraudulent removal of property.

9.45.090 Knowingly receiving fraudulent conveyance.

9.45.100 Fraud in assignment for benefit of creditors.

9.47A.010 Definition.

9.47A.020 Unlawful inhalation – Exception.

9.47A.030 Possession of certain substances prohibited, when.

9.47A.040 Sale of certain substances prohibited, when.

9.47A.050 Penalty.

9.51.010 Misconduct of officer drawing jury.

9.51.020 Soliciting jury duty.

9.51.030 Misconduct of officer in charge of jury.

9.61.230 Telephone harassment.

9.61.240 Telephone harassment – Permitting telephone to be used.

9.61.250 Telephone harassment – Offense, where deemed committed.

9.62.010 Malicious prosecution.

9.62.020 Instituting suit in name of another.

9.68.015 Obscene literature, shows, etc. – Exemptions.

9.68.030 Indecent articles, etc.

9.68.050 "Erotic material" – Definitions.

9.68.060 "Erotic material" – Determination by court – Labeling – Penalties.

9.68.070 Prosecution for violation of RCW 9.68.060 – Defense.

9.68.080 Unlawful acts.

9.68.100 Exceptions to RCW 9.68.050 through 9.68.120.

9.68.110 Motion picture operator or projectionist exempt, when.

9.68.130 "Sexually explicit material" – Defined – Unlawful display.

9.68A.011 Definitions.

9.68A.053 Sexually explicit images—Crimes by minors—Penalties.

9.68A.055 Sexually explicit images—Forfeiture by minors.

9.68A.075 Viewing depictions of a minor engaged in sexually explicit conduct.

9.68A.080 Reporting of depictions of minor engaged in sexually explicit conduct – Civil immunity.

9.68A.090 Communication with minor for immoral purposes – Penalties.

9.68A.110 Certain defenses barred, permitted.

9.68A.120 Seizure and forfeiture of property.

9.68A.150 Allowing minor on premises of live erotic performance – Definitions – Penalty.

9.69.100 Duty of witness of offense against child or any violent offense – Penalty.

9.73.010 Divulging telegram.

9.73.020 Opening sealed letter.

9.73.030 Intercepting, recording or divulging private communication – Consent required – Exceptions.

9.73.050 Admissibility of intercepted communication in evidence.

9.73.070 Persons and activities excepted from chapter.

9.73.080 Penalties.

9.73.090 Certain emergency response personnel exempted from RCW 9.73.030 through 9.73.080 – Standards – Court authorizations – Admissibility.

9.73.100 Recordings available to defense counsel.

9.73.110 Intercepting, recording, or disclosing private communications – Not unlawful for building owner – Conditions.

9.91.010 Denial of civil rights – Terms defined.

9.91.020 Operating railroad, steamboat, vehicle, etc., while intoxicated.

9.91.025 Unlawful transit conduct.

9.91.060 Leaving children unattended in a parked automobile.

9.91.140 Food stamps – Unlawful sale.

9.91.160 Personal protection spray devices.

9.91.170 Interfering with dog guide or service animal.

9.92.020 Punishment of gross misdemeanor when not fixed by statute.

9.92.030 Punishment of misdemeanor when not fixed by statute.

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.050 RCW Title 9A, entitled "Washington Criminal Code" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

9A.04.020 Purposes – Principles of construction.

9A.04.040 Classes of crimes.

9A.04.050 People capable of committing crimes – Capability of children.

9A.04.060 Common law to supplement statute.

9A.04.070 Who amenable to criminal statutes.

9A.04.080 Limitation of actions.

9A.04.090 Application of general provisions of the code.

9A.04.100 Proof beyond a reasonable doubt.

9A.04.110 Definitions.

9A.08.010 General requirements of culpability.

9A.08.020 Liability for conduct of another – Complicity.

9A.08.030 Corporate and personal liability.

9A.12.010 Insanity.

9A.16.010 Definitions.

9A.16.020 Use of force – When lawful.

9A.16.025 Use of force—When unjustified—Victim identity.

9A.16.060 Duress.

9A.16.070 Entrapment.

9A.16.080 Action for being detained on mercantile establishment premises for investigation – "Reasonable grounds" as defense.

9A.16.090 Intoxication.

9A.16.100 Use of force on children – Policy – Actions presumed unreasonable.

9A.28.020 Criminal attempt.

9A.28.030 Criminal solicitation.

9A.28.040 Criminal conspiracy.

9A.36.041 Assault in the fourth degree.

9A.36.050 Reckless endangerment.

9A.36.070 Coercion.

9A.36.150 Interfering with the reporting of domestic violence.

9A.40.010 Definitions.

9A.40.070 Custodial interference in the second degree.

9A.40.080 Custodial interference – Assessment of costs – Defense – Consent defense, restricted.

9A.42.010 Definitions.

9A.42.035 Criminal mistreatment in the third degree.

9A.42.037 Criminal mistreatment in the fourth degree.

9A.42.040 Withdrawal of life support systems.

9A.42.045 Palliative care.

9A.42.050 Defense of financial inability.

9A.42.080 Abandonment of a dependent person in the third degree – Exception.

9A.42.090 Abandonment of a dependent person – Defense.

9A.42.110 Leaving a child in the care of a sex offender.

9A.44.010 Definitions.

9A.44.030 Defenses to prosecution under this chapter.

9A.44.096 Sexual misconduct with a minor in the second degree.

9A.44.128 Definitions applicable to RCW 9A.44.130 through 9A.44.145, 10.01.200, 43.43.540, 70.48.470, and 72.09.330.

9A.44.130 Registration of sex offenders and kidnapping offenders – Procedures – Definition – Penalties.

9A.44.132 Failure to register as sex offender or kidnapping offender.

9A.44.138 Attendance, employment of registered sex offenders and kidnapping offenders at schools and institutions of higher education—Notice to designated recipients—Information exempt from disclosure.

9A.44.141 Investigation—End of duty to register—Removal from registry—Civil liability.

9A.44.142 Relief from duty to register—Petition—Exceptions.

9A.44.143 Relief from duty to register for sex offense or kidnapping offense committed when offender was a juvenile and who has not been determined to be a sexually violent predator—Petition—Exception.

9A.44.148 Application of RCW 9A.44.128 through 9A.44.145—Duty to register under law as it existed prior to July 28, 1991.

9A.44.170 Custodial sexual misconduct in the second degree.

9A.44.180 Custodial sexual misconduct – Defense.

9A.46.010 Legislative finding.

9A.46.020 Definition – Penalties.

9A.46.030 Place where committed.

9A.46.040 Court-ordered requirements upon person charged with crime – Violation.

9A.46.050 Arraignment – No-contact order.

9A.46.055 Court-initiated stalking no-contact orders.

9A.46.060 Crimes included in harassment.

9A.46.080 Order restricting contact – Violation.

9A.46.085 Stalking no-contact orders—Appearance before magistrate required.

9A.46.090 Nonliability of peace officer.

9A.46.100 "Convicted," time when.

9A.46.110 Stalking.

9A.48.010 Definitions.

9A.48.050 Reckless burning in the second degree.

9A.48.060 Reckless burning – Defense.

9A.48.090 Malicious mischief in the third degree.

9A.48.100 Malicious mischief – "Physical damage" defined.

9A.48.110 Defacing a state monument.

9A.49.001 Findings.

9A.49.010 Definitions.

9A.49.030 Unlawful discharge of a laser in the second degree.

9A.49.050 Exclusions.

9A.50.010 Definitions.

9A.50.020 Interference with health care facility.

9A.50.030 Penalty.

9A.52.010 Definitions.

9A.52.050 Other crime in committing burglary punishable.

9A.52.060 Making or having burglar tools.

9A.52.070 Criminal trespass in the first degree.

9A.52.080 Criminal trespass in the second degree.

9A.52.090 Criminal trespass – Defenses.

9A.52.100 Vehicle prowling in the second degree.

9A.52.105 Removal of unauthorized persons—Declaration—Liability—Rights.

9A.52.115 Removal of unauthorized persons—Declaration form—Penalty for false swearing.

~~9A.52.120 Computer trespass in the second degree.~~

~~9A.52.130 Computer trespass – Commission of other crime.~~

9A.56.010 Definitions.

9A.56.020 Theft – Definition, defense.

9A.56.050 Theft in the third degree.

9A.56.060 Unlawful issuance of checks or drafts.

9A.56.096 Theft of rental, leased, or lease-purchased property.

9A.56.140 Possessing stolen property – Definition – Presumption.

9A.56.170 Possessing stolen property in the third degree.

9A.56.180 Obscuring the identity of a machine.

9A.56.220 Theft of subscription television services.

9A.56.240 Forfeiture and disposal of device used to commit violation.

9A.56.260 Connection of channel converter.

9A.56.270 Shopping cart theft.

9A.56.330 Possession of another's identification.

9A.60.010 Definitions.

9A.60.045 Criminal impersonation in the second degree.

9A.60.050 False certification.

9A.61.010 Definitions.

9A.61.020 Defrauding a public utility.

9A.61.050 Defrauding a public utility in the third degree.

9A.61.060 Restitution and costs.

9A.72.010 Definitions.

9A.72.040 False swearing.

9A.72.050 Perjury and false swearing – Inconsistent statements – Degree of crime.

9A.72.060 Perjury and false swearing – Retraction.

9A.72.070 Perjury and false swearing – Irregularities no defense.

9A.72.080 Statement of what one does not know to be true.

~~9A.72.085 Unsworn statements, certification – Standards for subscribing to an unsworn statement.~~

9A.72.140 Jury tampering.

9A.72.150 Tampering with physical evidence.

9A.76.010 Definitions.

9A.76.020 Obstructing a law enforcement officer.

9A.76.030 Refusing to summon aid for a peace officer.

9A.76.040 Resisting arrest.

9A.76.050 Rendering criminal assistance – Definition of term.

9A.76.060 Relative defined.

9A.76.070 Rendering criminal assistance in the first degree.

9A.76.080 Rendering criminal assistance in the second degree.

9A.76.090 Rendering criminal assistance in the third degree.

9A.76.100 Compounding.

9A.76.130 Escape in the third degree.

9A.76.160 Introducing contraband in the third degree.

9A.76.170 Bail jumping.

9A.76.175 Making a false or misleading statement to a public servant.

9A.80.010 Official misconduct.

9A.84.010 Criminal mischief.

9A.84.020 Failure to disperse.

9A.84.030 Disorderly conduct.

9A.84.040 False reporting.

9A.88.010 Indecent exposure.

9A.88.030 Prostitution.

9A.88.040 Prosecution for prostitution under RCW 9A.88.030 – Affirmative defense.

9A.88.050 Prostitution – Sex of parties immaterial – No defense.

9A.88.090 Permitting prostitution.

9A.88.110 Patronizing a prostitute.

9A.88.120 Additional fee assessments.

9A.88.130 Additional requirements.

9A.88.140 Vehicle impoundment – Fees – Fines.

9A.88.150 Seizure and forfeiture.

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.060 RCW Title 10, entitled "Criminal Procedure" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

10.01.160 Costs – What constitutes – Payment by defendant – Procedure – Remission – Medical or mental health treatment or services.

~~10.14.120 Disobedience of order – Penalties.~~

~~10.14.170 Criminal penalty.~~

10.31.030 Service – How – Warrant not in possession, procedure – Bail.

10.31.040 Officer may break and enter.

~~10.31.050 Officer may use force.~~

10.31.060 Arrest by telegraph or teletype.

10.31.100 Arrest without warrant.

10.31.110 Arrest – Individuals with mental disorders.

10.99.010 Purpose – Intent.

10.99.020 Definitions.

10.99.033 Law enforcement officers—Training—Criminal justice training commission.

10.99.035 Law enforcement agencies—Domestic violence records.

10.99.040 Duties of court – No-contact order.

10.99.050 Victim contact – Restriction, prohibition – Violation, penalties – Written order – Procedures – Notice of change.

10.99.070 Liability of peace officers.

10.99.080 Penalty assessment.

(Ord. O2010-022, Added, 12/21/2010)

9.04.070 Chapter 13.32A RCW, entitled "Family Reconciliation Act" – Adoption by reference.

The following RCW section, as currently enacted or as hereafter amended or recodified from time to time, is hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

13.32A.080 Unlawful harboring of a minor – Penalty – Defense – Prosecution of adult for involving child in commission of offense.

(Ord. O2010-022, Added, 12/21/2010)

9.04.080 RCW Title 19, entitled "Business Regulations – Miscellaneous" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

19.60.010 Definitions.

19.60.020 Duty to record information.

19.60.025 Duty to record information—Precious metal property.

19.60.040 Report to chief law enforcement officer.

19.60.042 Report to chief law enforcement officer—Precious metal dealers.

19.60.050 Retention of property by pawnbrokers – Inspection.

19.60.055 Retention of property by secondhand dealers – Inspection.

19.60.057 Retention of precious metal property—Inspection.

19.60.061 Pawnbrokers – Sale of pledged property limited – Written document required for transactions.

19.60.066 Prohibited acts – Penalty.

19.290.010 Definitions.

19.290.020 Private metal property or nonferrous metal property – Records required.

19.290.030 Metal property and metallic wire – Requirements for transactions.

19.290.040 Scrap metal businesses – Record of commercial accounts.

19.290.050 Reports to law enforcement – Records exempt from public disclosure – Private civil liability.

19.290.060 Stolen metal property – Preserving evidence.

~~19.290.070 Violations – Penalty.~~

19.290.080 Civil penalties.

19.290.090 Exemptions from chapter.

19.290.100 Scrap metal license – Penalties.

19.290.110 Scrap metal license – Application, renewal – Required information.

19.290.120 Scrap metal license application – Department of licensing to issue license – Display of certificate.

19.290.130 Scrap metal license – Surety bond – Action for recovery.

19.290.140 Scrap metal license – Renewal – Surrender of license.

19.290.150 License plates – Fee.

19.290.160 Uniform regulation of business and professions act.

19.290.170 Cancellation of scrap metal license – Refusal of issuance.

19.290.180 Director of licensing authorized to adopt rules and regulations, set license and renewal fees.

19.290.190 Inspection of licensed premises and records – Certificate of inspection.

19.290.200 State preemption.

19.290.210 Subpoenas.

19.290.220 Scrap theft alert system.

19.290.230 Seizure and forfeiture.

19.290.240 Chapter to be liberally construed.

19.290.250 No-buy list database program – Scrap metal business to determine if customer is listed.

~~19.290.900 Captions not law – 2007 c 377.~~

~~19.290.901 Severability – 2007 c 377.~~

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.090 RCW Title 26, entitled "Domestic Relations" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

26.09.300 Restraining orders – Notice – Refusal to comply – Arrest – Penalty – Defense – Peace officers, immunity.

~~26.10.220 Restraining orders – Notice – Refusal to comply – Arrest – Penalty – Defense – Peace officers, immunity.~~

~~26.26.138 Restraining order – Knowing violation – Penalty – Law enforcement immunity.~~

26.28.080 Selling or giving tobacco to minor – Belief of representative capacity, no defense – Penalty.

26.28.085 Applying tattoo to a minor – Penalty.

26.44.020 Definitions.

26.44.030 Reports – Duty and authority to make – Duty of receiving agency – Duty to notify – Case planning and consultation – Penalty for unauthorized exchange of information – Filing dependency petitions – Investigations – Interviews of children – Records – Risk assessment process.

26.44.040 Reports – Oral, written – Contents.

26.44.060 Immunity from civil or criminal liability – Confidential communications not violated – Actions against state not affected – False report, penalty.

26.44.063 Temporary restraining order or preliminary injunction – Enforcement – Notice of modification or termination of restraining order.

26.44.067 Temporary restraining order or preliminary injunction – Contents – Notice – Noncompliance – Defense – Penalty.

26.44.080 Violation – Penalty.

26.44.150 Temporary restraining order restricting visitation for persons accused of sexually or physically abusing a child – Penalty for violating court order.

~~26.50.110 Violation of order – Penalties.~~

~~26.50.140 Peace officers – Immunity.~~

26.52.010 Definitions.

26.52.050 Peace officer immunity.

26.52.070 Violation of foreign orders – Penalties.

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.100 Chapter 28A.635 RCW, entitled "Offenses Relating to School Property and Personnel" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

28A.635.020 Willfully disobeying school administrative personnel or refusing to leave public property, violations, when – Penalty.

28A.635.030 Disturbing school, school activities or meetings – Penalty.

28A.635.090 Interference by force or violence – Penalty.

28A.635.100 Intimidating any administrator, teacher, classified employee, or student by threat of force or violence unlawful – Penalty.

28A.635.110 Violations under RCW 28A.635.090 and 28A.635.100 – Disciplinary authority exception.

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.110 RCW Title 46, entitled "Motor Vehicles" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

46.55.035 Prohibited acts – Penalty.

46.80.010 Definitions.

46.80.080 Records – Penalty.

(Ord. O2010-022, Added, 12/21/2010)

9.04.120 RCW Title 66, entitled "Alcoholic Beverage Control" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

66.04.010 Definitions.

66.20.200 Unlawful acts relating to card of identification and certification card – Penalties.

66.28.200 Keg registration – Special endorsement for grocery store licensee – Requirements of seller.

66.28.210 Keg registration – Requirements of purchaser.

66.28.220 Keg registration – Identification of containers – Rules – Fees – Sale in violation of rules unlawful.

66.28.230 Keg registration – Furnishing to minors – Penalties.

66.44.010 Local officers to enforce law – Authority of board – Liquor enforcement officers.

66.44.040 Sufficiency of description of offenses in complaints, information, process, etc.

66.44.060 Proof of unlawful sale establishes prima facie intent.

66.44.070 Certified analysis is prima facie evidence of alcoholic content.

66.44.080 Service of process on corporation.

66.44.090 Acting without license.

66.44.100 Opening or consuming liquor in a public place – Penalty.

66.44.120 Unlawful use of seal.

66.44.130 Sales of liquor by drink or bottle.

66.44.140 Unlawful sale, transportation of spirituous liquor without stamp or seal – Unlawful operation, possession of still or mash.

66.44.150 Buying liquor illegally.

66.44.160 Illegal possession, transportation of alcoholic beverages.

66.44.170 Illegal possession of liquor with intent to sell – Prima facie evidence, what is.

66.44.175 Violations of law.

66.44.180 General penalties – Jurisdiction for violations.

66.44.200 Sales to persons apparently under the influence of liquor – Purchases or consumption by persons apparently under the influence of liquor on licensed premises – Penalty – Notice – Separation of actions.

66.44.210 Obtaining liquor for ineligible person.

66.44.240 Drinking in public conveyance – Penalty against carrier – Exception.

66.44.250 Drinking in public conveyance – Penalty against individual – Restricted application.

66.44.270 Furnishing liquor to minors – Possession, use – Penalties – Exhibition of effects – Exceptions.

66.44.280 Minor applying for permit.

66.44.290 Minor purchasing or attempting to purchase liquor – Penalty.

66.44.300 Treats, gifts, purchases of liquor for or from minor, or holding out minor as at least 21, in public place where liquor sold.

66.44.310 Minors frequenting off-limits area – Misrepresentation of age – Penalty – Classification of licensees.

66.44.316 Certain persons 18 years and over permitted to enter and remain upon licensed premises during employment.

66.44.318 Employees aged 18 to 21 stocking, merchandising, and handling beer and wine.

66.44.325 Unlawful transfer to a minor of an identification of age.

66.44.328 Preparation or acquisition and supply to persons under age 21 of facsimile of official identification card – Penalty.

66.44.340 Employees 18 years and over allowed to sell and handle beer and wine for certain licensed employers.

66.44.350 Employees 18 years and over allowed to serve and carry liquor, clean up, etc., for certain licensed employers.

66.44.370 Resisting or opposing officers in enforcement of title.

66.44.380 Powdered alcohol.

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.130 RCW Title 69, entitled "Food, Drugs, Cosmetics, and Poisons" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

69.41.010 Definitions.

69.41.030 Sale, delivery, or possession of legend drug without prescription or order prohibited – Exceptions – Penalty.

69.41.041 Long-term care facilities and hospice programs—Legend drug prescriptions and chart orders.

69.41.050 Labeling requirements – Penalty.

69.41.300 Definitions.

69.41.320 Practitioners – Restricted use – Medical records.

69.41.350 Penalties.

69.43.010 Report to state board of pharmacy – List of substances – Modification of list – Identification of purchasers – Report of transactions – Penalties.

69.43.110 Ephedrine, pseudoephedrine, phenylpropanolamine – Sales restrictions – Penalty.

69.43.120 Ephedrine, pseudoephedrine, phenylpropanolamine – Possession of more than 15 grams – Penalty – Exceptions.

69.43.130 Exemptions – Pediatric products – Products exempted by the state board of pharmacy.

69.50.101 Definitions.

69.50.102 Drug paraphernalia – Definitions.

69.50.202 Nomenclature.

69.50.315 Medical assistance—Drug-related overdose—Prosecution for possession.

69.50.317 Opioid drugs—Communication with patient.

69.50.325 Cannabis producer's license, cannabis processor's license, cannabis retailer's license.

69.50.326 Cannabis producers, processors—Use of additives to enhance CBD concentration of authorized products—Rules.

69.50.327 Cannabis processors—Incorporation of characterizing flavor in vapor products.

69.50.328 Cannabis producers, processors—No direct or indirect financial interest in licensed cannabis retailers.

69.50.331 Application for license.

69.50.334 Denial of application—Opportunity for hearing.

69.50.335 Cannabis retailer licenses—Social equity applicants—Rules—Definitions.

69.50.336 Social equity in cannabis task force.

69.50.339 Transfer of license to produce, process, or sell cannabis—Reporting of proposed sales of outstanding or issued stock of a corporation.

69.50.342 State liquor and cannabis board—Rules.

69.50.345 State liquor and cannabis board—Rules—Procedures and criteria.

69.50.346 Labels on retail products.

69.50.348 Representative samples of cannabis, useable cannabis, or cannabis-infused products.

69.50.351 Board members and employees—Conflict of interest.

69.50.354 Retail outlet licenses.

69.50.357 Retail outlets—Rules.

69.50.360 Cannabis retailers, employees of retail outlets—Certain acts not criminal or civil offenses.

69.50.363 Cannabis processors, employees—Certain acts not criminal or civil offenses.

69.50.366 Cannabis producers, employees—Certain acts not criminal or civil offenses.

69.50.369 Cannabis producers, processors, researchers, retailers—Advertisements—Rules—Penalty.

69.50.372 Cannabis research license.

69.50.375 Cannabis retailers—Medical cannabis endorsement.

69.50.378 Cannabis retailer holding medical cannabis endorsement—THC concentration in products.

69.50.380 Cannabis producers, processors, retailers prohibited from making certain sales of cannabis, cannabis products.

69.50.382 Common carriers—Transportation or delivery of cannabis, useable cannabis, cannabis concentrates, immature plants or clones, cannabis seeds, and cannabis-infused products—Employees prohibited from carrying or using firearm during such services—Exceptions—Use of state ferry routes.

69.50.385 Common carriers—Licensing—State liquor and cannabis board to adopt rules.

69.50.390 Licensed retailers prohibited from operating vending machines, drive-through purchase facilities for the sale of cannabis products.

69.50.395 Licensed cannabis businesses, agreements—Disclosure to state liquor and cannabis board.

69.50.4014 Possession of 40 grams or less of marihuana – Penalty.

69.50.4016 Provisions not applicable to offenses under RCW 69.50.410.

69.50.404 Penalties under other laws.

69.50.407 Conspiracy.

69.50.412 Prohibited acts: E – Penalties.

69.50.4121 Drug paraphernalia – Selling or giving – Penalty.

~~69.50.425 Misdemeanor violations—Minimum imprisonment.~~

(Ord. O2016-002, Amended, 02/16/2016; Ord. O2010-022, Added, 12/21/2010)

9.04.140 RCW Title 70, entitled "Public Health and Safety" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

70.74.010 Definitions.

70.74.160 Unlawful access to explosives.

70.74.295 Abandonment of explosives.

70.74.300 Explosive containers to be marked – Penalty.

70.74.310 Gas bombs, explosives, stink bombs, etc.

70.74.400 Seizure and forfeiture.

70.155.010 Definitions.

70.155.080 Purchasing, possessing, or obtaining tobacco by persons under the age of 18 – Civil infraction – Courts of jurisdiction.

~~70.155.105 Delivery sale of cigarettes – Requirements, unlawful practices – Penalties – Enforcement.~~

(Ord. O2010-022, Added, 12/21/2010)

9.04.150 Chapter 74.34 RCW, entitled "Abuse of Vulnerable Adults" – Adoption by reference.

The following RCW sections, as currently enacted or as hereafter amended or recodified from time to time, are hereby adopted by reference and shall be given the same force and effect as if set forth herein in full:

RCW

74.34.020 Definitions.

~~74.34.021 Vulnerable adult – Definition.~~

74.34.053 Failure to report – False reports – Penalties.

~~74.34.145 Protection of vulnerable adults – Notice of criminal penalties for violation – Enforcement under RCW 26.50.110.~~

(Ord. O2010-022, Added, 12/21/2010)

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

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

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

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

ADOPTED this _____day of _____, 20___.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council

FROM: John Doan, City Administrator

DATE: January 17, 2023

SUBJECT: Resolution No. R2023-002; Adopting Amended City Council Rules and Procedures

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1) Recommended Action:

Approve Resolution No. R2023-002, in substantially similar form as approved by the City Attorney, amending City Council Rules and Procedures.

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2) Background:

At the January 10th Council Worksession, Council discussed changing the start time of Council Worksessions to 6:00 p.m.

Section 2.1.2(a) has been changed to reflect Council Worksessions will be held on the second and fourth Tuesday of each month beginning at 6:00 p.m.

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3) Policy Support:

Strategic Priority: “Refine and Sustain a Great Organization.”

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4) Alternatives:

- ❑ Do not approve Resolution No. R2023-002.
- ❑ Some other course of action.

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5) Fiscal Notes:

There is no cost associated with this change.

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6) Attachments:

A. Resolution No. R2023-002

A

RESOLUTION NO. R2023-002

A RESOLUTION of the City Council of the City of Tumwater, Washington, regarding Council Worksession meeting times and amending Section 2.1.2(a) of the City Council Rules and Procedures.

WHEREAS, on April 5, 2022, the City Council adopted Resolution No. R2022-006 consisting of the City Council Rules and Procedures; and

WHEREAS, the Council desires to revise the Council Worksession start times; and

WHEREAS, the City Council finds that amending the City Council Rules and Procedures to revise the Council Worksession meeting time meets with the conditions of RCW 35A.12.120 and RCW 42.30.070 and is desirable and beneficial;

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

Section 1. **Worksession Start Time.** Section 2.1.2(a) of the City Council Rules and Procedures shall be amended to read as follows:

2.1.2 Worksession. An informal meeting to receive briefings from staff, discuss forthcoming significant programs or projects, or similar activities.

a. Council Worksessions will be held on the second and fourth Tuesday of each month beginning at ~~5:30~~ 6:00 p.m.

Section 2. The amended City of Tumwater City Council Rules and Procedures are hereby adopted and attached hereto as Exhibit A.

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

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

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

RESOLVED this _____ day of _____, 2023.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

Exhibit A

City of Tumwater
City Council Rules and Procedures

Section 1. Authority

The Tumwater City Council hereby establishes the following procedures for conducting Council meetings, proceedings, and business. These procedures shall be in effect upon adoption by the Council and until such time as they are amended or new procedures are adopted in the manner provided in these rules.

Section 2. Types of Council Meetings

2.1 Regular. Regular Meetings are recurring meetings held in accordance with a periodic schedule declared by statute or rule. Regular Meetings include both Formal Meetings and Worksessions. The time and place of Formal Meetings are established in TMC 2.04. A Regular Meeting may be canceled by a motion of the Council or by failure to produce a quorum.

2.1.1 Formal Meetings. A Formal Meeting to conduct official City business. This includes public comments; public hearings; presentations; and the adoption of ordinances and resolutions, contracts, agreements, and budgets. These meetings are generally cablecast locally.

a. Council's Formal Meetings will be held the first and third Tuesday of each month in the Council Chambers at City Hall beginning at 7:00 p.m.

b. If possible, only one or two major topics (defined as issues of high interest or controversy or those which take an extraordinary amount of time at the meeting) will be scheduled per meeting. Generally, meetings should not last more than two to three hours.

2.1.2 Worksession. An informal meeting to receive briefings from staff, discuss forthcoming significant programs or projects, or similar activities.

a. Council Worksessions will be held on the second and fourth Tuesday of each month beginning at 6:00 p.m.

b. Worksessions shall generally not last longer than two hours in length.

c. A worksession will not include public comment or participation unless the Mayor allows it.

d. A Worksession will generally not be cablecast.

2.2 Special Meetings. Any Council meeting other than the Regular Council Meeting, which has been called for the purpose of conducting official action, is a Special Meeting. Notice shall be given at least 24 hours in advance as required by RCW 42.30.080. Notice may be provided to Councilmembers by confirmed telephone, email, or regular mail. A Special Council Meeting may be scheduled by the Mayor or by a majority of the members of the City Council.

2.3 Emergency. A Special Council Meeting called in the event of an emergency without 24 hours' notice is an Emergency Meeting. An Emergency Meeting deals with an emergency such as involving injury or damage to persons or property or the likelihood of such injury or damage, by reason of fire, flood, earthquake or other emergency, or otherwise when time requirements of a 24 hour notice would make notice impractical and increase the likelihood of such injury or damage. Emergency Meetings may be called by the Mayor as provided under RCW 42.30.070. The minutes will indicate the reason for the emergency.

2.4 Executive Session. An Executive Session is a Council meeting, or portion of a Council meeting, that is closed except to the Council, City Administrator, Mayor, City Attorney, authorized staff members, and/or consultants authorized by the City Administrator or Mayor. The public is restricted from attendance. Minutes shall not be kept. Executive Sessions may be held during Regular or Special Council meetings, or as separate meetings, and will be announced by the Mayor. Executive Session topics are strictly limited to those matters authorized bylaw. An Executive Session may occur at any point in the agenda.

a. Before convening an Executive Session, the Mayor shall announce the purpose of the meeting (including citing the RCW and specific exemption to justify the Executive Session) and the anticipated time the session will be concluded. Should the session require more time, a public announcement shall be made, extending the meeting for a specified amount of time. Should the Executive Session end prior to the time specified and action is required, the Council may not take action until the specified time has lapsed.

b. The content of an Executive Session is limited to the reason that was publicly announced for the specific Executive Session.

c. At the conclusion of the Executive Session, the public meeting will reconvene to formally adjourn the meeting, to take action on the item

resulting from the Executive Session if properly noticed, or to continue the meeting.

2.5 Remote Meetings. A remote or virtual meeting at which all or some attendees are not physically present and video and audio is used to connect attendees in different locations online. Remote Meetings are addressed in Section 30.

2.6 Minutes. The City Clerk or designee, (hereafter referred to as City Clerk), will keep minutes of all proceedings of the Council in accordance with the statutory requirements, along with summaries of Council comments and committee report proceedings, and will be entered into a journal constituting the official record of the Council.

Section 3. Scheduling

3.1 Holidays. If a regularly scheduled meeting falls on a legal holiday, the Regular Meeting shall be held on the next business day at the same time and place, unless sufficient notice is otherwise provided for an alternate time and location.

3.2 Election Days. Regular Meetings which fall on a primary or general election day may be moved to the Monday immediately prior at the discretion of the Mayor.

3.3 Summer Recess. The Council will generally not schedule Regular Meetings and committee meetings during a two-week period in August of each year.

Section 4. Order of Regular Council Meeting Agenda

4.1 Call to Order. The Mayor or designee calls the meeting to order.

4.2 Roll Call. Roll shall be called verbally, and the Mayor shall indicate any Councilmember who is not in attendance and whether or not the Councilmember has an excused absence. Councilmembers may make a motion to excuse absent Councilmembers.

4.3 Flag Salute. The Mayor, or the Mayor's designee, will lead the flag salute.

4.4 Agenda. The Mayor will ask the Council and staff if there are changes to the agenda which may be made pursuant to these rules.

4.5 Special Items. Special Items may include the presentation of a proclamation or other presentation to elected officials, staff, or the public by the City or presentations to the City or any official made by someone else. Other special

presentations by citizen groups or outside agencies that make requests to present information on issues of interest to the City may also occur at this time with prior approval of the Mayor. Discretion shall be used in scheduling proclamations and presentations to help ensure the topics are timely, relevant to Tumwater and the City's business, and of general interest to the community. The City will strive to have not more than two scheduled special items per meeting, and no more than 15 minutes per item.

4.6 Public Comments. Members of the audience may comment on items relating to any matter not scheduled for a public hearing. Comments may be limited to three (3) minutes, or another time limit, at the discretion of the Mayor. A "public comment sign-in sheet" will be available at each meeting for the use of people wishing to address the Council. The Mayor may allow people to also comment on individual agenda items. These comment times may similarly be limited in duration at the discretion of the Mayor. Councilmembers will not rebut, question, or make comments on the specific public comments that have been made at a meeting. The Mayor, at their discretion, may respond directly, ask staff to make a short comment, or invite the commenter and staff to communicate after the meeting.

4.7 Consent Agenda. Consent Agenda items are considered to be routine and non-controversial and are approved by one motion. Items suitable for the consent agenda could include, but are not limited to, minutes, business claims, setting hearing dates, contract payments, bid awards, project acceptance, housekeeping amendments to ordinances and resolutions, agreements, and ordinances and resolutions which have previously been subject to public review at either a Council Committee or a Worksession. Consent items are not subject to debate; however, any Councilmember may remove any item(s) from the consent agenda for separate discussion and action; a second is not required. When an item is removed, the Consent Agenda is considered for action without that item. After the consent agenda has been considered, the removed item is moved to the Section titled "Council Considerations."

4.8 Public Hearings. Public hearings are held to receive public comment on important issues and/or issues requiring a public hearing by state statute or City of Tumwater ordinances. The Mayor will state the public hearing procedures at the beginning of the public hearing. A "public hearing sign-in sheet" will be available at each meeting for the use of individuals wishing to give testimony. Those wishing to give testimony will follow the same procedure as for "Public Comments" and may speak after being recognized by the Mayor. After all individuals have spoken, the hearing is closed to public comment. The Council then proceeds with deliberation and decision making. Public hearing testimony shall be subject to the provisions of Section 7.

4.9 Council Considerations. Items for consideration by the Council are subject to presentation, usually by City staff, followed by the opportunity for Council discussion. They are submitted to Council in the form of an agenda bill which includes the subject matter (title for agenda), submitter, action requested, financial information (if applicable), attachments, and alternatives. All action items on the agenda shall have an agenda bill. The City Clerk will assign a number to the agenda bill. Agenda bills will also be used for Consent Agenda items.

4.10 Council Committee Reports. The Mayor calls upon each committee chair, or their designee, to report on the activities of their respective committee. Committee chairs should take this opportunity to inform the Council of major issues or discussions at the Committee level. In lieu of lengthy discussion, the Council may decide to continue discussion to a Worksession.

4.11 Mayor and City Administrator Reports.

a. The Mayor makes announcements of upcoming meetings and events, and reports on meetings and events in which they have participated. The Mayor's report is limited to 5 minutes.

b. Staff reports and announcements are made to the Council by the City Administrator on issues of interest.

4.12 Council Reports. At the end of each Formal Meeting, every Councilmember will be allowed up to 5 minutes to be used at their discretion for the following:

a. Reports on the activities, meetings, or issues arising from their service as a designated City representative to a community or intergovernmental organization or agency. The reports should be summaries and Councilmembers should exercise discretion in raising complex or detailed issues which are more appropriate for presentation at committees or Worksessions.

b. Comments that are specific to City business, events, or activities. The time may not be used for political purposes. The use of the time for fundraising is allowed within the constraints of Washington State law to such charities that help the poor and infirm, support Council goals, and service the Tumwater community, specifically those which directly relate to a City program (e.g., Animal Services, Friends of Library, PARC Foundation) or those with which the City has recently contracted for services in the community. Councilmembers may report retrospectively or

prospectively about fundraising events. They may make people aware of opportunities to attend, purchase tickets, or make a non-cash contribution.

i. The Mayor and City Administrator may report on other community events which have a relationship to the City.

ii. This does not alter the public's ability to comment during the public comment portion of the meeting or to be invited by the Mayor to make a special presentation.

c. The Mayor may allow up to 2 minutes of follow-up questions and answers in response to each Councilmember presentation.

d. Comment and follow-up time may not be yielded to other Councilmembers or the public.

4.13 Any Other Business. This is an opportunity for the Council to introduce new items or make announcements regarding specific City business. Because it is at the end of the meeting, Councilmembers should strive to bring up new items for announcement or action at earlier portions of the meeting if appropriate.

4.14 Executive Session. An Executive Session may be held in compliance with these rules and state law. At the conclusion of the Executive Session, the public meeting will reconvene to adjourn or, if properly noticed, to take action.

4.15 Adjournment. The Mayor shall adjourn Council meetings upon the conclusion of the agenda.

4.16 Worksession Announcements. As part of a Worksession, the agenda may include a provision for individual Councilmembers to make announcements or make short comments of general interest to the Council as a whole. These should be limited to no more than 2 minutes per Councilmember.

4.17 Special Meetings. Following lawful notice of a Special Meeting, items may be added to the agenda, but no final action is allowed on items not included in the written notice of a Special Meeting.

Section 5. Agenda Preparation

5.1 The City Clerk will prepare an agenda packet for each Council meeting and Worksession specifying the time and place of the meeting, and setting forth a

brief general description of each item to be considered by the Council. The agenda is subject to review and approval by the City Administrator or Mayor.

5.2 Agenda items will be completed by the appropriate department staff and submitted to the City Clerk for finalizing by 11:00 a.m. on the Wednesday prior to the following Tuesday meeting. The staff report form will be used for all items submitted for a meeting agenda of committees, Regular Meetings or Special Meetings.

5.3 An item may be placed on a Council or Committee meeting agenda by any of the following methods: 1) approval of the City Administrator; 2) approval of the Mayor; 3) request of any two or more Councilmembers. Staff will ensure Councilmembers are provided sufficient information to make decisions. Any item may be placed on a Regular Council Meeting agenda, at any time after the distribution of the agenda by the City Administrator, Mayor, or by a majority vote of the Council.

5.4 An agenda shall be prepared and provided to the Council and available to the public on the Friday prior to each meeting. Public availability shall include posting on the website and distribution by email to an established mailing list. Agenda packets will be distributed by email to the Council by 5:00 p.m. on the Friday prior to a meeting. Mail that Councilmembers receive during the week will be placed in their respective mailboxes as it arrives. Councilmembers will have access to their mailboxes at any time.

5.5 The City Administrator will prepare and keep current a calendar of agenda items for all Council Regular Meetings, Special Meetings, and committee meetings.

5.6 Legally required and advertised public hearings and other items required by statute or with predetermined deadlines will have a higher priority over other scheduled agenda items which have been scheduled by convenience rather than for statutory or other legal reasons. Agenda items that are continued from one meeting to another will have preference on the agenda to the extent possible.

5.7 The Mayor and City Administrator shall schedule matters for Council and committee review as necessary for the smooth and orderly transaction of City business and in order to keep the Council advised as to the business of the City.

Section 6. Rules Supplemental

6.1 On all questions of practice or procedure not provided for by these rules, the practice and procedure set forth in the current edition of *Robert's Rules of Order* shall serve as a guide. In the event of a conflict, these Council policies and procedures shall prevail. The Mayor shall have the authority to interpret these rules and make rulings.

Section 7. Comments, Concerns and Testimony to Council

7.1 Individuals addressing the Council, who are not specifically scheduled on the agenda, will be requested to step up to the podium, give their name and address or other contact information, and limit their remarks to three (3) minutes or other limit established by the Mayor. They may not be required to give their address. All remarks will be addressed to the Council as a whole. Comments should be limited to those related to City business. A speaker shall generally be limited to speaking only once on an agenda item or during a public comment or testimony period.

7.2 If an individual or group of persons becomes as disruptive as to render the orderly conduct of a Council meeting unfeasible, the following actions may be taken under RCW 42.30.050:

a. The person presiding over the meeting may request that the individual or group voluntarily leave the meeting. If they refuse to do so, the police may be summoned to remove them;

b. A majority of the members of the governing body may vote to clear the room. Persons with a valid press credential, or scheduled to appear on the agenda may be readmitted; or

c. A majority of the members may vote to adjourn the meeting and reconvene in a new location. When doing so, the governing body must:

i. Provide the media in attendance and persons scheduled to appear on the agenda, who were not part of the disruption, with notice of the new location and an opportunity to attend;

ii. Post an order or adjournment citing the new time and location at the entrance to the disrupted meeting location; and

iii. At the reconvened meeting, take final disposition only on matters appearing on the agenda.

d. Disruptive behavior includes impertinent or slanderous remarks or being boisterous, threatening, or personally abusive to elected officials, staff or the public.

7.3 Speakers shall not be allowed to comment upon, promote, advocate for, oppose or speak against a pending initiative, ballot measure, or candidate unless properly noticed on the agenda.

7.4 People with complaints, concerns, or questions will be encouraged to contact the City Administrator or Mayor or the Council may ask that the matter be placed on a future City Council meeting or committee meeting agenda with the appropriate background information. Councilmembers should not engage speakers in dialog or rebut public comments. The presiding officer should acknowledge people's comments and provide clarification such as advising them of pending public meetings, other applicable agencies, or direct them to specific City staff.

Section 8. Council Actions

8.1 The following actions may be considered at Council meetings:

a. Ordinances are legislative acts or local laws. They are the most permanent and binding form of Council action and may be changed or repealed only by a subsequent ordinance.

b. Resolutions are adopted to express Council policy or to direct certain types of administrative action. They have the same effect as a motion, but in a written form. A resolution may be changed by adoption of a subsequent resolution.

c. Proclamations are issued solely under the Mayor's authority. It is not required that they be read or presented at a Council meeting.

d. Motions are official Council actions which do not require documentation in writing. They often are the Council authorizing action (e.g., signing an agreement by the Mayor) or to provide direction to staff to prepare an item for future consideration.

Section 9. Motions

9.1 The proper form to make a motion is to directly state that you are making a motion by saying, "I move…". For example, "I move the adoption of Ordinance X-Y-Z" or "I move we authorize the Mayor to sign the agreement…". Motion-makers should avoid statements like, "I would like to make a motion…" If the

presiding officer has entertained a motion and stated it, it is sufficient to say, "So moved."

9.2 If a motion does not receive a second, it dies. Motions that do not need a second include nominations, withdrawal of a motion, agenda order, request for a roll call vote, point of order, and adjournment. After consideration of the Mayor's ability to break a tie vote according to State law[1], a motion that receives a tie vote is deemed to have failed. Motions shall be clear and concise and not include statements for the motion within the motion.

9.3 After a motion and a second, the Mayor will state the names of the Councilmembers making the motion and second.

9.4 After a motion has been made and seconded, the Council may discuss their opinions on the issue prior to the vote. Public comment shall not be allowed when a motion is pending.

9.5 A motion may be withdrawn by the maker of the motion, at any time, without the consent of the Council or the seconder of the motion.

9.6 A motion to postpone to a certain time is debatable, is amendable, and may be reconsidered at the same meeting. The question being postponed must be considered at a later time at the same meeting or at a time certain at a future regular or special Council meeting.

9.7 A motion to postpone indefinitely is debatable, is not amendable, and may be reconsidered at the same meeting only if a motion to reconsider receives an affirmative vote.

9.8 A motion to call for the question shall close debate on the main motion and is not debatable. This motion must receive a second and fails without a two-thirds (2/3) vote. If seven (7) Councilmembers are present, then five (5) must vote in the affirmative to fulfill the 2/3 requirement. Debate is reopened if the motion fails.

9.9 A motion to amend is defined as amending a motion that is on the floor and has been seconded, by inserting or adding, striking out and inserting, or substituting language in the motion.

9.10 Discussion of the motion only occurs after the motion has been moved and seconded.

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[1] RCW 35A.12.100, in part: "*The mayor shall preside over all meetings of the city council, when present, but shall have a vote only in the case of a tie in the votes of the councilmembers with respect to matters other than the passage of any ordinance, grant, or revocation of franchise or license, or any resolution for the payment of money.*"

9.11 The motion maker, Mayor, or City Clerk shall repeat the motion prior to voting.

9.12 The City Clerk shall take a roll call vote, if requested by the Mayor, a Councilmember, or as required by law. The only acceptable votes are affirmative (Yes), opposed (No), or to abstain. No Councilmember shall be allowed to pass when called upon and vote later in the order. Silence or failure to vote by a Councilmember will be recorded as an approval. Councilmembers may abstain from the entire vote as provided for in these rules and State law.

9.13 At the conclusion of any vote, the Mayor shall inform the Council of the result of the vote. The City Clerk may confirm the result.

9.14 When a question has been decided, any Councilmember who voted in the majority may move for reconsideration. A motion for reconsideration may not occur until the following meeting.

9.15 When the Council concurs or agrees with an item that does not require a formal motion, the Mayor will summarize the agreement at the conclusion of the discussion.

9.16 Voting by telephone or other electronic means is allowed provided it is in compliance with State law and the Councilmember(s) appearing by telephone can hear the entire proceedings and participants at the meeting can hear the Councilmembers that are appearing by telephone.

Section 10. Ordinances

10.1 All ordinances shall be prepared or reviewed by the City Attorney. No ordinance shall be prepared for presentation to the Council unless requested by the Mayor, City Administrator, City Attorney, Council committee, or a majority vote of the Council.

10.2 The City Clerk shall assign a permanent ordinance number prior to placing the ordinance on the agenda. In the event an ordinance is proposed to change substantially by either staff or by a discussion at a prior Council meeting, a substitute ordinance shall be submitted. The substitute ordinance shall be identified by the same ordinance number with an indication of the ordinance's substitute status. (For example, Ordinance No. O2004-005 would be replaced with Ordinance No. O2004-005-S1)

10.3 Upon enactment of the ordinance, the City Clerk shall obtain the signature of the Mayor and City Attorney. After the Mayor's signature, the City Clerk shall sign the ordinance.

10.4 Ordinances, or ordinance summaries, shall be promptly published as provided by law. The City will strive to reduce publication costs when possible.

10.5 An ordinance becomes effective five (5) days after the publication of the ordinance or ordinance summary unless otherwise specified.

10.6 There shall be one reading of an ordinance prior to any action and adoption by the City, unless a second reading is required by state statute or City code.

10.7 The Mayor may veto an ordinance as provided for in State law.[2]

Section 11. Mayor and Mayor Pro Tem

11.1 The presiding officer at all meetings of the Council shall be the Mayor, and in the absence of the Mayor, the Mayor Pro Tem shall act in that capacity. If both the Mayor and Mayor Pro Tem are absent, the Councilmembers present shall elect one of their members to serve as Presiding Officer until the return of the Mayor or Mayor Pro Tem.

11.2 The Presiding Officer shall:

a. Preserve order and decorum in the Council Chambers/meeting room.

b. Observe and enforce all policies and procedures adopted by the Council.

c. Decide all questions on order, in accordance with these policies and procedures, subject to appeal by any Councilmember.

d. Recognize Councilmembers in the order in which they request the floor.

11.3 Challenges to Ruling of Presiding Officer. Notwithstanding anything herein contained, including Robert's Rules of Order, to the contrary, any member of the Council shall have the right and privilege to challenge any ruling of any kind made by the presiding officer at any Council meeting, in which case the approval or disapproval of the ruling of the presiding officer shall immediately and without debate or comment be put to a vote of the Council,

[2] RCW 35A.12.100, in part: *"The mayor shall have the power to veto ordinances passed by the council and submitted to him or her as provided in RCW 35A.12.130 but such veto may be overridden by the vote of a majority of all councilmembers plus one more vote."*

and the decision of the majority of the members of the Council present, shall prevail.

Section 12. Council Relations with Staff

12.1 There will be mutual respect from both City staff and Councilmembers of their respective roles and responsibilities.

12.2 City staff acknowledges the Council as policymakers, and the Councilmembers acknowledge it is City staff's responsibility to implement Council policy.

12.3 Councilmembers shall not attempt to influence City staff in the selection of, or retention of, personnel, the awarding of contracts, the selection of consultants, the processing of development applications, or the granting of City licenses or permits, except as otherwise provided by law. The Mayor may invite Councilmembers to participate in certain hiring or consultant selection processes.

12.4 Councilmembers shall not attempt to interfere with any City department's administration or internal operation and practices.

12.5 To ensure timely response and any required administrative actions, mail addressed to the Mayor shall be copied and circulated to all appropriate persons as soon as practicable after it arrives. Regular and electronic mail received by the City and addressed to Councilmembers shall be opened, copied and provided to the Councilmembers, distributed to appropriate persons within the City, and retained in compliance with public records laws. Mail of all types that relate to political campaigns will be unopened, destroyed and not distributed.

12.6 No Councilmember shall direct the City Administrator or staff to initiate any action or prepare any report that requires significant resources or initiate any project or study without the consent of the Mayor or a majority of the Council.

12.7 Individual requests for information can be made directly to the department director unless otherwise determined by the City Administrator or Mayor. If the request would create a change in work assignments or City staffing levels, the request must be made through the City Administrator or Mayor. For questions regarding items pending before the Council, Councilmembers may contact the identified staff contact.

12.8 Requests for staff attendance at community meetings shall be made to the City Administrator or Mayor and may be approved on a staff availability basis. No request may be granted within 90 days prior to any election where a seated Councilmember is up for election.

Section 13. Council Meeting Staffing

13.1 The City Administrator shall attend all meetings of the Council unless excused by the Mayor. The City Administrator may make recommendations to the Council and shall have the right to take part in the discussions of the Council, but shall have no vote. When the City Administrator has an excused absence, the designated Acting City Administrator or applicable department directors shall attend the meeting.

13.2 The City Attorney shall attend all meetings of the Council unless excused by the City Administrator or Mayor and shall, upon request, give an opinion either written or oral on legal questions. An Acting City Attorney may attend meetings when the City Attorney has been excused. The City Attorney or designated City Attorney shall attend any executive sessions that are scheduled for the purpose of discussing potential or pending litigation.

13.3 The City Clerk, Deputy City Clerk, or designee shall attend all meetings of the Council, keep the official journal (minutes), and perform such other duties as may be needed for the orderly conduct of the meeting.

Section 14. Councilmember Attendance at Meetings

14.1 Councilmembers will inform the City Administrator, Mayor, another Councilmember or Executive Assistant/Deputy City Clerk if they are unable to attend any Council meeting or if they knowingly will be late to any meeting. The minutes will show the Councilmember as having an excused absence.

14.2 As provided for in State law, a Councilmember shall vacate a position upon three unexcused consecutive absences from regular meetings.[3]

Section 15. Media Representation at Council Meetings

15.1 All public meetings of the City Council and its advisory committees, except Executive Sessions, shall be open to the media, freely subject to recording by radio, television, digital and photographic services and the public at any time, provided that such arrangements do not interfere with the orderly conduct of

[3] RCW 35A.12.060: *"In addition a council position shall become vacant if the councilmember fails to attend three consecutive regular meetings of the council without being excused by the council."*

the meeting. The public may not be prohibited from electronic recording of Council meetings.

Section 16. Council Representation

16.1 If a Councilmember appears on behalf of the City before another governmental agency, a community organization, or through the media, for the purpose of commenting on an issue, the Councilmember shall state the majority position of the Council, if known, on such issue. Personal opinions and comments which differ from the Council majority may be expressed if the Councilmember clearly states these statements do not represent the majority Council's position.

16.2 Councilmembers and the Mayor, when serving as a Tumwater representative, may act without authorization on specific votes for matters which pertain to the general operation of the organization or are emergency in nature. Issues that have a direct financial impact on Tumwater finances, the level of service provided in Tumwater, or are matters of significant policy shall be reported back to the Tumwater Council for feedback and potential authorization before taking action.

Section 17. Confidentiality

17.1 Councilmembers shall keep confidential all written materials and verbal information provided to them during executive sessions to ensure that the City's position is not compromised. Confidentiality also includes information provided to Councilmembers outside of executive session when the information is marked confidential.

17.2 Regarding executive sessions or confidential matters, all contacts with the outside parties shall be done by designated City staff handling the issue. Prior to discussing the information with anyone other than fellow Councilmembers, the City Attorney, or City staff designated by the City Administrator or Mayor, Councilmembers should review such potential discussion with the Mayor, City Administrator or City Attorney. Any Councilmember having any such contact or discussion shall make full disclosure to the Mayor, City Administrator, City Attorney and/or the City Council in a timely manner.

Section 18. Conflict of Interest

18.1 City Councilmembers and Mayor shall comply with the City’s gift acceptance policy.

18.2 City Councilmembers and Mayor shall excuse themselves from consideration of any proceeding in which they have a direct interest. If a conflict exists, the affected Councilmember or Mayor shall excuse themselves and leave the Council Chambers/meeting room prior to any briefing, hearing, discussion, or other consideration of the issue. Ultimate compliance with the State of Washington Conflict of Interest statutes is the responsibility of individual Councilmembers and the Mayor.

Section 19. Public Records

19.1 Public records created or received by the Mayor or any Councilmember will be transferred to the City Clerk's office for retention by the City in accordance with the Public Records Law. Public records that are duplicate of those received by or in the possession of the City are not required to be retained. Questions about whether or not a document is a public record or if it is required to be retained should be referred to the City Attorney.

19.2 Records created or received as part of interjurisdictional assignments are the responsibility of the interjurisdictional committee sponsoring organization.

19.3 As elected officials, the Mayor and Councilmembers have sole responsibility for compliance with all State Public Disclosure Commission rules and regulations.

Section 20. Mayor Pro Tem Selection Process

20.1 The Mayor Pro Tem shall be elected to a two-year term at the first Regular Council Meeting in January following a municipal election year. The Mayor shall conduct the election for the Mayor Pro Tem, who shall be elected by a majority of the full Council. The Mayor Pro Tem shall be limited to two consecutive terms unless by unanimous vote the limitation is waived.

Section 21. City Council Committees

21.1 The following standing City Council Committees are formed as described:

a. Budget and Finance. Develop and review policy issues and make recommendations regarding budget amendments, financial contracts, social and health services funding, financing, and budget development not otherwise covered by other committees or the full Council.

b. Public Works. Develop and review policy issues and make recommendations regarding streets, utilities (water, sewer, storm sewer), utility rates, sidewalks, bicycle paths, competitive bidding for public

works projects, award of public works projects, public transit, transportation planning, and traffic safety.

c. General Government. Develop and review policy issues and make recommendations regarding parks, recreation, facilities, golf course, trails, planning, licensing and regulation, zoning and land use regulations, historic preservation, economic development, and intergovernmental relations not covered by another committee.

d. Public Health and Safety. Develop and review policy issues and make recommendations regarding police, municipal court, fire, emergency services, dispatch and communications systems, community wellness, risk/hazard issues, epidemics, sickness, sanitation, disaster, and emergency planning.

21.2 Each committee, with the exception of the Budget and Finance Committee, shall have a membership of three (3) Councilmembers.

21.3 The Mayor shall appoint the members of each Council committee by the second meeting of each even-numbered year. Committee members shall serve two-year terms. Committee members shall select the Chair of each committee at the first committee meeting following the appointment. The Budget and Finance Committee shall be composed of the chairs of the other three committees and shall be chaired by the Mayor who shall retain a full vote.

21.4 Committee Work Programs and Agendas.

The Council Committee shall, with staff support, study issues and make recommendations to the full Council for action.

a. Committee Agendas. Committee Agendas shall be prepared by the Wednesday prior to the committee meeting in coordination with the committee chair and in consultation with the City Administrator or Mayor. The City Administrator, the Administrator's designee, Committee Chair, majority of a committee, or the Mayor may add things to the agenda. If there are no agenda items for a meeting at the time the agenda is due, the meeting will be canceled. Emergent issues may be added at the request of the Mayor or City Administrator and approval of the Committee chair. The Committee members shall be notified of the change to the agenda by telephone or email.

b. Committee Minutes. The City Clerk will maintain minutes of meetings, recording attendance, discussion topics, and actions at a minimum. The minutes shall serve as the reports of the committee to the full Council.

Committee chairs may supplement the minutes with additional information at the full Council meeting.

c. Committee Function and Scope. The scope of Council committees is limited primarily to policy matters. They shall review such matters within their general areas of jurisdiction and shall formulate recommendations to the full Council for action. In certain circumstances, and with prior specific authorization from the full Council, a committee may conduct a public hearing.

21.5 Council Committee Schedule and Member Attendance.

a. Each committee shall establish a regular meeting time of at least once per month. The committee schedule and the agendas for meetings shall be noticed in accordance with State law and on the City's website.

b. All committee meetings are open to the public unless the subject matter is such that it would be the basis for the committee to meet in executive session according to state law.

c. Committee members will strive to attend their assigned meetings. Except in bona fide emergencies, failure to attend two consecutive committee meetings shall be considered a resignation from the committee, so that a replacement can be made. A committee member who cannot attend may notify staff to see if an alternate is available.

d. Any Councilmember wishing to attend a meeting of a committee which they are not a regular member shall provide the Chair of that committee and the Executive Assistant/Deputy City Clerk with sufficient advance notice of their intent to attend, and will attend in the capacity of an observer only.

Section 22. Appointments to Regional Organizations

22.1 Appointments to regional bodies, ad-hoc community committees or other special committees outside the City auspices may be made by the Mayor.

a. Any Councilmember may express an interest in a particular subject and interest in serving on a particular regional body directly to the Mayor.

b. When a regional body requests membership recommendations where the regional body makes the final appointment, the Mayor shall ask Councilmembers to state their interest for appointment. Any names shall

be submitted by the Mayor to the regional body which will then make the appointment(s) subject to confirmation by the Council.

c. When the City has the authority to make direct appointment to a regional committee, the Mayor shall appoint said representatives on an annual basis, unless the appointments are for a longer term.

22.2 When the Mayor and/or Councilmembers register to attend an official conference requiring voting delegates, such as the annual National League of Cities or Association of Washington Cities, the Council shall designate the voting delegate(s) and alternate voting delegate(s) during a public meeting by a majority vote. When possible, selection of the voting delegate(s) shall be done on a rotating basis for the purpose of allowing all Councilmembers the opportunity to be an official voting delegate.

Section 23. Travel and Training Budgets

23.1 Individual Councilmember Training. Each biennium, every Council position will be allocated $500 to be used for training and travel expenses related to their official duties as Councilmember. The allocation may be combined with funds from other organizations or personal funds. Councilmembers may allocate their funds to other sitting Councilmembers. Funds may not be carried over to another biennium. Valid expenses will be determined by the City's administrative policies. Individual luncheons or other events that are not fundraisers and comply with the City operating policies attended on behalf of the City are eligible for funding under this rule.

23.2 Shared Training. Each biennium, the Council will determine as part of the budget consideration/adoption process the amount of additional funding provided to the Council for attendance at required meetings and conferences such as the AWC Annual Conference and the Legislative Workshop. In so doing, the Council may determine the number of Councilmembers that will be attending. The budget may also include a major conference line item. Any Councilmember may request up to $1,000 of this line item to be spent on travel, lodging or registration for a major conference in the United States or Canada. Any such conference shall be related to the business of the City. The Council shall make the decision on any such request by majority vote. The funds will be allocated on a first-come basis until the budget allocation is exhausted. Costs over the amount approved by the Council may be paid by the individual Councilmember, another organization, a scholarship, or the Councilmember may use some or all of their Individual Training funds from Section 23.1.

Section 24. Suspension and Amendment of Rules

24.1 Suspension of the Rules. Any provision of these rules not governed by State law or ordinance may be temporarily suspended upon proper motion and second and a majority vote of the Council.

24.2 Amendments to Rules. Permanent amendments to these rules shall be made by resolution of the Council, provided the amendments are not approved at the same regular meeting where they are introduced.

Section 25. Other Rules

25.1 The activities of the Mayor and City Councilmembers shall also be subject to the City's administrative and personnel policy manual. Copies of these policies and procedures shall be provided to new Councilmembers at orientation and all Councilmembers upon amendment.

Section 26. Disciplinary Sanctions

26.1 The Council has power under general State law to impose punishment on its members, short of removal from office, for violation of State law or Council rules.

a. When a Councilmember or the Mayor believes that another Councilmember may have violated the adopted Council operating protocols, rules, laws, or policies, the suspecting Councilmember or Mayor shall discuss the issue privately with the offending Councilmember in an attempt to resolve the issue informally.

b. In the event the violations are believed to continue, by majority vote of the City Council, the Council may commission an investigation of the charges. In such a case, the investigation may be done by a party outside the City of Tumwater. If an investigation is required, the investigation shall, where appropriate, follow generally accepted management and supervisory procedures as outlined in the relevant administrative and personnel policy manual.

c. The results of the investigation shall be submitted to the Mayor and City Council.

d. The charged Councilmember shall be given the opportunity to respond to any allegation, report, or finding prior to any action being taken.

e. The City Council shall review the findings and shall consider and adopt the applicable findings by majority vote. The process for this action shall be consistent with these rules and applicable personnel policies.

f. Sanctions may be imposed for material violations pursuant to this Section and shall be determined by a majority vote of the Council. The process for this action shall be consistent with these rules. The Council shall consider the intent, risk, and severity of the violation to determine the appropriate level of sanction or punishment.

    i. Consequences and sanctions could include, and range between, a verbal admonition, a written reprimand, censure, or removal of a Councilmember from Council committee chair positions or committee memberships, or removal of intergovernmental duties.

    ii. Additional consequences may include leadership development or other training. The Councilmember in question may spend time with the City Administrator, Mayor, or Administrative Services Department staff to develop leadership skills and/or develop a corrective action plan that is mutually agreed upon.

g. If a Councilmember is believed to have violated State Law, any individual Councilmember may choose to refer the alleged violation to the Thurston County Prosecuting Attorney's Office, Public Disclosure Commission, or other appropriate agency for appropriate action.

Section 27. City Council Electronic Equipment Policy

27.1 Intent. The following policies apply to the use of City-provided portable computers, telephones and electronic devices (hereafter "equipment") when made available to the Mayor and City Council. These rules are supplemental to the City's Operating Policies which address use of all information technology resources by staff and Elected Officials. For purposes of this policy, any reference to City Council is specific to the seven-member City Council and any reference to Elected Officials includes the Mayor and City Council.

27.2 Ownership.

a. Equipment provided to the Elected Officials shall remain the property of the City of Tumwater.

b. Equipment shall be returned to the City prior to the end of the Elected Official's term. Failure to do so could result in garnishment of the final pay check.

c. Elected officials will use due care and caution in the maintenance and care of the equipment.

d. The equipment will be password protected at all times and will not be left where they can be easily stolen, damaged, or accessed. Replacement of lost, damaged, or stolen equipment will be reviewed by the City Administrator on a case-by-case basis.

e. The City will provide routine maintenance of the equipment consistent with City operation policies. (Policies: 5.03.04, 5.07.02)

f. The equipment shall not be loaned or otherwise accessed by non-City employees.

27.3 Appropriate Use.

a. The equipment shall only be used for official City business. (Policy 5.03.01) No commercial, political, personal, pornographic, illegal or offensive use will be allowed. (Policy 5.04)

b. There may be no addition or downloading of software or programs without prior authorization from the City's IT department. (Policies: 5.03.03, 5.04)

c. Use is limited to official City business only. Any postings, blogging, messaging, or social media activity is limited to official City sites and activities and may not be used for personal sites or social media. (Policy 5.03.01)

d. Equipment may be used during Council meetings, but members should be mindful of the appearance to those in the audience and viewing on a television, computer, or other device. Users should make sure the volume is off and should keep web surfing and other activities to a minimum necessary to access meeting-specific agenda and packet information, meeting notes, and resource or research material specific to matters pending before the Council. No communication between Councilmembers, postings, blogging, messaging, or social media activity is allowed during meetings. Equipment use during meetings shall be solely related to the business of the meeting.

e. All electronic communications by Councilmembers related to City business are public records. Councilmember communications shall be sent

using City equipment and designated City accounts so that it may be properly archived and maintained in compliance with the City's Records Retention Schedule.

f. Councilmembers may not use City equipment or designated accounts to transact City business in violation of the Open Public Meetings Act. Councilmembers should limit communications with other Councilmembers to ensure City business is conducted only at scheduled open meetings. If a Councilmember wishes to have information distributed to other Councilmembers, they should contact the City Administrator to distribute the information.

27.4 Records Management.

a. Records must be retained consistent with the State Attorney General's Local Records Retention Schedule for Local Agency Records.

b. No deletion of original, primary files is allowed.

c. Secondary copies and downloaded but unaltered files, may be deleted.

d. There is no expectation of privacy in the use of City equipment. The City may access the equipment, saved files, internet logs, email records, metadata, or any other pertinent information at any time without notice. (Policies: 5.03.02, 5.07)

e. All information contained on City equipment is public. There is no protection, and the City will provide no defense for private or personal files, data, email, or documents that reside on any City-owned equipment. (Policies: 5.06.01, 5.07.03)

Section 28. Interpersonal Behaviors

28.1 In order to maintain decorum and good working relationships, Councilmembers shall:

a. Promote and require respect and civility in dialog between Councilmembers, Mayor, staff, and the public while still allowing for healthy disagreement.

b. Be courteous and professional at all times in recognition that Council communications and behaviors set the tone for the organization.

c. Allow the public to respectfully present information and opinions at appropriate meeting times and Councilmembers, the Mayor, and staff will

not engage in debate with the public during the meeting.

d. Authorize the presiding officer at a Council meeting, when complaints are raised by the public or an elected official, to take the contact information and make a follow up contact with the speaker to obtain resolution; alternatively, if the item can be easily resolved or answered, the presiding officer may provide the answer or ask staff to provide the information. The presiding officer will acknowledge the speaker's comments.

e. Not consume food or chew gum at the dais or while on camera.

f. Help ensure that everyone who wants to speak gets a chance to by limiting individual comments so as to not be repetitive, argumentative, and/or off-topic.

g. Be recognized by the meeting's presiding officer before speaking.

h. Not have side conversations, cell phone calls, on-line activity, or texting during the meeting when not in support of the business before the Council.

i. Include, when possible, a positive note or celebration of community accomplishments, recognition of staff achievement, or presentation of an award or commendation for the City, an employee, or other official in Regular Council Meetings.

j. Use formal titles (Councilmember Jones, Mayor Anderson, etc.) during Formal Council Meetings, but it is not required and shall be left up to each individual's discretion at informal meetings and committee meetings.

k. Be respectful of Council time, as staff, by scheduling full meetings and not having Worksessions when there are insufficient agenda items.

l. Honor and respect disagreements and differences as an important feature of policy making and governance.

m. Not criticize those who vote against your position on any issue.

n. Respect the decision once a policy is passed or defeated by the majority vote.

o. Strive to honor time limits on the meetings.

p. Provide Councilmembers with sufficient information prior to meetings, and Councilmembers will review the meeting materials and come to the

meeting prepared.

q. Strive to attend the applicable meetings and assignments or inform the Mayor or City Administrator if unable to attend. If possible and applicable, notice will be in time to provide an alternate meeting time.

r. Carefully research the facts, the other organization's perspective, and potential damage to organizational relationships before criticizing another partner agency or organization. If possible, criticism and concerns will be delivered to the agency directly.

s. Support the success of City staff in their role as experts and advisors. Concerns about the performance of staff will be raised to the City Administrator or Mayor.

28.2 In order to promote efficiency, ensure preparedness, and avoid surprises, Councilmembers shall:

a. Make every attempt, as an elected official, to notify staff in advance of public meetings about key questions and discussion points that the officials would like addressed during meetings.

b. Make every attempt, as staff, to notify the Mayor and/or City Administrator of key issues, events, and other emerging issues in advance of public notices of these issues and events that would be of interest or concern to the City Council.

c. Strive not to surprise other Councilmembers, while honoring the boundaries of the Open Public Meetings laws.

d. Make every attempt to avoid having elected officials, the Mayor, or City Administrator read about significant City issues, comments, etc. in the media first, before being advised in person, by phone, or email.

e. Be inclusive in policy making. Seeking just a majority leaves out Councilmembers with whom a positive relationship will be needed.

f. Regularly check email in order to use it as an efficient tool for communicating City news.

28.3 In order to be efficient and maintain respective roles, Councilmembers, Mayor and staff shall:

a. Strive for a partnership, as Mayor and City Council, in the governance and operation of the City while respecting the necessary responsibilities

for checks and balances.

b. Seek to involve, as Mayor, the Council in civic events and celebrations.

c. Use the Council Committee structure to formulate issues, develop and review alternatives, make recommendations to the full Council, and provide input to the Mayor and staff.

d. Empower staff to give input and challenge the potential ideas and direction of Council provided it is done respectfully, professionally, and in the appropriate setting, such as in private, in a Worksession, or committee meeting. Similarly, staff is clear to help ensure that all perspectives and alternatives are represented prior to action. Council will be clear in asking if they are seeking facts/data or opinions.

e. Report, as the Mayor and City Administrator, to Council in the following frequency as appropriate:

    i. At Council Meetings
    ii. In bi-weekly City Administrator's Reports
    iii. Quarterly financial reports
    iv. Council meeting minutes
    v. Additional reports and City Attorney memos that may be submitted at the request of the Council or direction of the Mayor or City Administrator

f. Understand that City staff will be asked to inform the City Administrator and Mayor of their contacts with the City Councilmembers in the interest of keeping the entire leadership team informed on key issues, requests and other City business related to their interactions.

g. Empower City staff to advise City Councilmembers of the need to seek the approval of the City Administrator and/or Mayor before responding to requests from the City Council.

h. Learn about the actions and/or processes that occurred in meetings during an individual Councilmember's absence and take individual responsibility for obtaining the information. The City Administrator will make staff available for individual make-up briefings as time permits.

i. Strive for unanimous votes from the City Council on decisions affecting key issues (e.g., bond issues, personnel issues).

j. Strive to make decisions on pending issues at the appropriate time, respecting the deadlines of others, and staff will strive to allow adequate

time for Council to make decisions.

k. Strive to celebrate the accomplishments of the City at all levels of the organization.

28.4 In order to ensure an orderly and fair process for Council to make inquiries, request information and studies, and initiate policy, the Councilmembers agree as follows:

a. At any time, specific Department Directors may be approached directly by a Councilmember to answer operational questions about specific departments' delivery of services, etc.

b. The City Administrator should be approached with questions that involve more than one department or cross-over into all aspects of City operations and require no action.

c. The Mayor or City Administrator shall be approached for all requests for actions, studies, or policy initiatives that involve additional City resources.

d. The City Administrator may be able to accommodate the request or request the entire Council review major requests for studies and policy initiatives to determine the level of priority before assigning or reallocating resources.

e. Councilmembers may initiate a request for a study or policy initiative as a part of the budget development process, ideally at goal-setting meetings. The initiative would be considered as part of the overall budget and either be approved or not approved.

f. Councilmembers may also initiate requests for studies or policy initiatives at committee meetings or Council meetings. Councilmembers should strive to alert the Mayor or City Administrator that such a request is being submitted prior to the meeting.

28.5 The Mayor agrees to employ a collaborative process that includes representatives of the City Council when reviewing candidates for key positions within the City, whenever possible.

28.6 The Mayor, City Council, City Administrator, and senior staff agree an informed policy body is the most effective means of establishing sound public policy and therefore shall strive to both ask and answer any question relevant to creating and managing public policy.

28.7 In order to maintain coordinated media communications and respect the collective decision-making role of the Council, Councilmembers agree as follows:

a. If members of the media make direct contact concerning other City elected officials (Mayor and Council), the recipient (staff or Council) of the inquiry should refrain from responding unless they have first-hand knowledge of the matter or until they have an opportunity to talk directly with the Mayor or City Administrator.

b. To speak only for one's own particular point of view on an issue and clarify to the reporter that you are only speaking for yourself. Do not speak for the entire Council or the City unless specifically authorized to do so by the Mayor or City Administrator.

c. To utilize the Executive Department Communications staff as a resource to assist with media contacts or notify others of media contacts.

d. To not comment on issues of pending or potential litigation or quasi-judicial matters, referring those media contacts to the City Attorney or City Administrator.

Section 29. Social Media

Councilmembers are advised to be cautious with the use of social media (Twitter, Facebook, Instagram, etc.) to avoid violations of State law, City Social Media Policy, and these rules.

29.1 Councilmembers may not use social media sites to conduct City Council business.

29.2 The official City social media will be managed by City staff under policy parameters set by the City Council.

29.3 Campaign-related social media accounts should be maintained separate from all City-related social media in order to keep campaign activities separate from City business.[4]

[4] RCW 42.17A.555, in part, *"No elective official nor any employee of his or her office nor any person appointed to or employed by any public office or agency may use or authorize the use of any of the facilities of a public office or agency, directly or indirectly, for the purpose of assisting a campaign for election of any person to any office or for the promotion of or opposition to any ballot proposition. Facilities of a public office or agency include, but are not limited to, use of stationery, postage, machines, and equipment, use of employees of the office or agency during working hours, vehicles, office space, publications of the office or agency, and clientele lists of persons served by the office or agency."*

29.4 Councilmembers should not post City business on personal social media sites and should not comment about City business on social media sites hosted by others. Content from City social media accounts may be shared on personal accounts; Councilmembers should not comment on City social media content.

30. Remote Meetings

Remote attendance by Councilmembers is allowed in compliance with these rules and State law.

30.1 Preparation and Participation. Councilmembers should prepare in advance for remote attendance and follow proper video conferencing etiquette.

a. WiFi Connection.

A Councilmember attending remotely must be able to hear public comment or testimony and staff presentations in real time. Ensure there is a stable network or WiFi connection and bandwidth at the remote location is not diverted by other users at that location.

b. Remote Location and Background.

The City-provided Zoom background should be used for all remote meetings. Individuals at the remote location should be prepared in advance to ensure a quiet and disruption-free space.

c. Alternate Remote Location.

Councilmembers having trouble maintaining a stable connection or disruption-free environment may use an office, or other suitable location, at City Hall to join the meeting.

d. Name and Title.

Councilmember name and title should appear in the participant information followed by personal pronouns if desired. For example Name, Councilmember (pronouns).

e. Microphone.

Councilmember should mute their microphones when not speaking.

f. Camera.

Councilmembers should turn cameras on while the meeting is in session. It is important to maintain a quorum at all times.

g. Request to Speak.

Councilmembers should raise their hand to be called upon. If attending by phone, the meeting chair will attempt to check in regularly. When attending by phone, Councilmembers should state their name before speaking.

h. Making a Motion.

When making a motion, speaking, asking a question, etc. – if the Mayor has not called a name, Councilmembers should state their name before speaking.

i. Meeting Recording.

Do not record meetings. City staff will record all open public meetings for archiving.

j. Chat Feature.

Do not use the chat feature. All chats during a meeting are public records that must be retained and disclosed.

k. Screen Sharing.

Only presenters should use the screen share function.

l. Voting.

Voting must be verbal and audible to all attendees. Roll call votes may be taken to ensure votes are logged accurately. In the instance of a roll call vote, each Councilmember will be called upon individually to log their vote verbally for the record.

m. Executive Session.

A Councilmember attending an Executive Session remotely must be able to maintain confidentiality of the proceedings. Due to the private and confidential nature of Executive Sessions, councilmembers must be alone where they cannot be overheard by others.

30.2 Public Participation. The public may attend meetings remotely via video conference, online meeting platform, or telephone or view meetings on the City government access channel.

a. Online Meeting Platform and Telephone Access.

City of Tumwater meetings are broadcast via Zoom Webinars. The public can watch online by going to http://www.zoom.us/join or calling (253) 215-8782 and putting in the webinar ID and passcode. The webinar ID and passcode information for each meeting can be found on the meeting agenda. Other similar platforms may be utilized and appropriate notice and access information provided.

b. Cablecast and Livestream.

Every formal City Council meeting is cablecast and livestreamed on cable television and the internet. Formal Council meetings can be viewed on the local government access channel.

c. Public Comment.

The public can register at a unique link for each formal Council meeting to provide public comment during the remote meeting. Written comments may also be submitted before the meeting by sending an email to council@ci.tumwater.wa.us, no later than 5:00 p.m. on the day of the meeting. Comments are submitted directly to the Mayor and City Councilmembers and will not be read individually into the record of the meeting.

d. Public Meeting View.

The view of the meeting will be much like a Regular Council Meeting. The meeting platform will be set so the Mayor and Council can be viewed at all times.

e. Public Comment and Presenters.

The public will attend the webinar as attendees and will not be allowed to raise their hand, use the chat feature, and their video option will be turned off. The meeting host will unmute attendees registered for public comment so they may provide comment by audio only during the public comment period.

Presenters will be invited as a panelist to the webinar and after their presentation is over will be demoted to attendee.

30.3 Meeting Support

a. IT Meeting Support.

Staff tested the Zoom platform multiple times to plan for and mitigate possible unexpected scenarios. Some unexpected scenarios include: Zoom is an online program not under the City's control. Staff cannot guarantee the availability or reliability of Zoom. If Zoom is not working, the meeting will be rescheduled. If an individual's attendance is interrupted during the meeting, they will log back into the meeting as soon as possible. The City may utilize alternative platforms for meetings, similar limitations will apply.

The same scenario applies to internet connectivity. If the internet is interrupted or not working at City Hall or at a remote site where someone is participating, it is beyond staff control.

Councilmembers who have problems during the meeting can call the IT Help Desk for assistance, (360) 252-5494 and follow the prompts on the Voice Menu.

Date of Adoption: _____

TO: City Council

FROM: Dan Smith, Water Resources and Sustainability Director

DATE: January 17, 2023

SUBJECT: Grant Agreement with the Department of Ecology for the Septic to Sewer Conversion Program

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1) Recommended Action:

Staff requests City Council approve and authorize the Mayor to sign the Septic to Sewer Conversion Program Grant Agreement. This Grant Agreement was approved by the Public Works Committee at their December 8, 2022 meeting.

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2) Background:

The City of Tumwater received a grant from the Washington Department of Ecology to create a more effective septic to sewer conversion program, specifically for high-density septic systems in mobile home communities. This project will consist of a social marketing style campaign with a pilot program at a local mobile home park. As a result of this project, 39 septic systems in the Velkommen Mobile Home Park will be converted to City sewer and will serve as a blueprint for effective septic to sewer conversion projects done in the future on a broader regional scale.

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3) Policy Support:

Strategic Priority F – Be a Leader in Environmental Sustainability, specifically

- Work with regional partners to protect groundwater by connecting higher risk septic tanks to LOTT

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4) Alternatives:

- ❑ Request changes to the proposed grant agreement.

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5) Fiscal Notes:

Tumwater received a $500,000 grant from the Department of Ecology's Water Quality Combined Funding Program. The Sanitary Sewer fund will contribute the required 25% match ($166,667) via Project SS-08 - Sewer Extension Program, funded in the 2022-2027 Capital Facilities Plan.

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6) Attachments:

A. Septic to Sewer Conversion Program Grant Agreement
B. SS-08 Project Sheet

A

Agreement WQC-2023-Tumwat-00050

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the State of Washington, Department of Ecology, hereinafter referred to as “ECOLOGY” and the City of Tumwater, hereinafter referred to as the "RECIPIENT" to carry out with the provided funds, the activities described herein.

GENERAL INFORMATION

Project Title: City of Tumwater’s Septic to Sewer Conversion Program	
Total Cost:	$999,854.78
Total Eligible Cost:	$666,666.66
Ecology Share:	$500,000.00
Recipient Share:	$166,666.66
The Effective Date of this Agreement is:	11/22/2022
The Expiration Date of this Agreement is no later than:	11/21/2025
Project Type:	Onsite Sewage System Activity

Project Short Description: (500 character limit, includes spaces)
The RECIPIENT will create a more effective septic to sewer conversion program specifically for high-density septic systems in mobile home communities. This project consists of a social marketing campaign with a pilot program at a local mobile home park. As a result of this funding, 39 septic systems will be converted to city sewer and a blueprint for how to run an effective septic to sewer program with mobile home parks will be created for broader regional use.

Project Long Description: (4,000 character limit, includes spaces)
In the City of Tumwater, most of the wastewater that goes down the drain or is flushed down the toilet goes into the City’s collection system before making its way to downtown Olympia and the LOTT Clean Water Alliance. In 2019, LOTT served 108,000 customers, cleaning 12.5 million gallons per day. While this partnership is valuable for the RECIPIENT to protect local water quality and public health, there are many parcels in Tumwater that are still served by onsite septic systems.

Onsite septic systems, while not inherently problematic, if not properly maintained, can pose risks to public health, surface waters, and groundwater. In areas with high numbers and densities of failing systems, these

negative impacts can be compounded. While the negative impacts that septic systems can have has been known for decades, the extreme cost to property owners prohibits higher conversion rates.

The 2015 Urban Septic Assessment Report estimated that there are 989 parcels in Tumwater with septic systems and an additional 1,630 parcels within the Urban Growth Boundary. High density septic systems present a massive water quality hazard, not only to our local drinking water source (the Vashon aquifer), but also to local surface waters, which have fecal coliform TMDLs. Converting from septic to sewer is incredibly costly, in the best case scenario, conversion costs roughly $10,000 for a single homeowner. Often working with high density septic systems can provide the most good for the dollar as multiple septic systems can be converted with one construction mobilization project. Given the number of high density septic systems found in communities like mobile home parks, the RECIPIENT is partnering with the Velkommen Mobile Home Park (VMHP) on this project.

The VMHP community has 39 properties, all of which are currently on septic systems. Many of the residents in this community are on fixed incomes which makes the potential of converting from septic to sewer a financial impossibility. Due to these factors, the RECIPIENT is partnering with the VMHP to complete the work outlined in this grant. The park and its residents are aware and supportive of the project, having written a letter of support which is attached to this application. This collaborative process will allow the RECIPIENT to build a comprehensive septic to sewer conversion program for mobile home parks.

The social marketing campaign will seek to understand the barrier, benefits, and motivators of all audiences in our pilot program. These audiences include the mobile home owners in the VMHP; the managing group for the VMHP; the RECIPIENT as a sewer system provider, permitting agency, and wastewater utility system; Thurston County Public Health, and LOTT. The plan outlined by the first steps in the social marketing campaign will be implemented as a pilot program.

The RECIPIENT will run the pilot program with the VMHP. This pilot program will use the blueprint create by the social marketing campaign to complete the design and construction needed to convert the 39 high density mobile homes in the park to City sewer. The social marketing campaign will finish at the end of 2025 with a review of the pilot program, updates to the blueprint, and outreach to other regional municipalities sharing the program and encouraging them to use the framework as they build their own programs.

Overall Goal (1,000 character limit, includes spaces)

The goal of this project is to create an effective blue print for working with mobile home park communities to convert high density septic systems to City sewer using a framework similar to social marketing. This project will result in the conversion of 39 septic systems to City sewer. The results of this work will be shared with other regional partners in an effort to improve their work with similar mobile home park communities**.**

RECIPIENT INFORMATION

Organization Name: City of Tumwater
Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, WA 98501

Organization Email: WaterResources@ci.tumwater.wa.us

Contacts

Project Manager	Dan Smith Project Manager 555 Israel Road SW Tumwater, WA 98501 Email: desmith@ci.tumwater.wa.us Phone: 360-754-4140
Authorized Signatory	Dan Smith Water Resources & Susainability Director 555 Israel Road SW Tumwater, WA 98501 Email: desmith@ci.tumwater.wa.us Phone: 360-754-4140
Billing Contact	Christina Choate Accountant 555 Israel Road SW Tumwater, WA 98501 Email: cchoate@ci.tumwater.wa.us Phone: 360-754-4180

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Department of Ecology
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Seth Elsen PO Box 74600 Olympia, WA 98504 Email: seth.elsen@ecy.wa.gov Phone: 564-999-1177
Financial Manager	Seth Elsen PO Box 74600 Olympia, WA 98504 Email: seth.elsen@ecy.wa.gov Phone: 564-999-1177

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

RECIPIENT agrees to read, understand, and accept all information contained within this entire Agreement. Furthermore, RECIPIENT acknowledges that they have reviewed the terms and conditions of this Agreement, Scope of Work, attachments, all incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement.

Washington State Department of Ecology

_____

Vincent McGowen, P.E. Date
Water Quality
Program Manager

City of Tumwater

_____

Dan Smith Date
Director

_____

Debbie Sullivan Date
Mayor

SCOPE OF WORK

Task Number: 1 Task Cost: $5,000.00

Task Title: Grant and Loan Administration (Note to FM/PM: language in this task cannot be changed)

Task Description:

A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; an EAGL (Ecology Administration of Grants and Loans) recipient closeout report; and a two-page Final Report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be made available to ECOLOGY upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant and loan administrative requirements.

Task Expected Outcome:

- Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page Outcome Summary Report.
- Properly maintained project documentation.

Grant and Loan Administration Deliverables

Number	Description	Due Date (leave blank)
1.1	Progress Reports that include descriptions of work accomplished, project challenges, and changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form).	

SCOPE OF WORK

Task Number: 2 Task Cost: $ 75,000.00

Task Title: Social Marketing Campaign

Task Description:

A. The RECIPIENT shall work with a hired consultant (CONSULTANT) to complete a social marketing-style campaign and provide the associated deliverables to ECOLOGY . The RECIPEINT and the hired CONSULTANT will develop the social marketing plan for the program.

B. Following development of the plan, the RECIPIENT and CONSULTANT will complete an implementation and evaluation plan, which details the chosen campaign strategies, campaign budget, and evaluation methodology.

C. Upon completion of the pilot program, the RECIPIENT and CONSULTANT will complete an evaluation of the program which will include details in inputs, outputs, outcomes, and cumulative impact. Additionally, the report will detail recommendations for enhancements and replicability moving forward.

D. The RECIPIENT and CONSULTANT will consider environmental justice, accessibility, and language needs during the outreach process. The ECOLOGY Project Manager can suggest tools and resources to the RECIPIENT that help identify these needs.

E. The RECIPIENT and CONSULTANT will do a regional search for existing outreach content before producing any new materials. For any outreach materials developed under this agreement, the RECIPIENT and CONSULTANT will submit a draft to the ECOLOGY Project Manager for review and approval prior to production and distribution. Materials will include Ecology funding recognition. The RECIPIENT will upload a final copy of all outreach materials developed as a result of this agreement to EAGL.

F. The RECIPIENT will identify which communities in the project area have more than five percent or 1,000 people that speak English less than very well. The RECIPIENT will translate meaningful work on education and outreach materials that are produced for the general public in the non-English language(s).

Task Goal Statement:

The goal of this task is to develop, implement, and evaluate a social marketing-style campaign aimed at increasing understanding of the barriers, benefits, and motivators for all parties involved in a high-density septic to sewer program within a mobile home park. These parties including the homeowners, mobile home managing agency, local jurisdiction, permitting entities, and the regional sewer treatment agency. This program will serve as a blueprint which can serve as a replicable model for other jurisdictions.

Task Expected Outcome:

This task will result in a blueprint document outlining the barriers, benefits, and motivators for all of the main participants in a septic to sewer conversion program with a mobile home park. This blueprint will be based off of the VMHP, but will be useful and replicable for the organizations throughout the county.

Recipient Task Coordinator: Meridith Greer

Deliverables

Number	Description	Due Date (leave blank)
#2.1	Contract documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
#2.2	Draft social marketing program planning documentation. Submit to the ECOLOGY PM for review and approval. Upload the final version to EAGL prior to program implementation.	
#2.3	Draft social marketing program marketing plan and implementation documentation. Submit to the ECOLOGY PM for review and approval. Upload the final version to EAGL prior to program implementation.	
#2.4	Draft social marketing program evaluation. Submit to the ECOLOGY PM for review and approval. Upload the final version to EAGL.	

SCOPE OF WORK

Task Number: #3 Task Cost: $586,666.66

Task Title: Septic to Sewer Conversion Design and Construction

Task Description: (3,500 Character Limit)

A. The RECIPIENT shall ensure all design and construction items are completed and provide the associated deliverables to ECOLOGY. Funding in this task will be used to provide engineering work, pay for permitting fees, and complete construction on the conversion of 39 septic systems in a high-density area of mostly lower-income Tumwater residents.

B. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal and federal permits, licenses, easements, or property rights necessary for the project.

C. The RECIPIENT will complete an Ecology Cultural Resources Review Form and an Inadvertent Discovery Plan (IDP) for the project. The RECIPIENT will not initiate any work on the project site until consultation is completed and a written notice to proceed is received from ECOLOGY.

D. The RECIPIENT will submit a signed landowner agreement (LOA) for each project site that is consistent with the Fiscal Year 2023 Funding Guidelines.

E. The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

    a. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project design plans, specifications, hydraulic analysis, soils analysis, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule including construction sequencing. Anticipated 15 day review period.

    b. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend. Anticipated 15 day review period.

    c. The RECIPIENT will submit an updated project schedule and cost estimate to ECOLOGY within 30 days of the start of construction. The RECIPIENT will revise and/or update the project schedule whenever major changes occur and at a minimum of every three months. The RECIPIENT will submit the updated schedule to ECOLOGY with the quarterly report. When changes in the construction schedule affect previous cost estimates, the RECIPIENT must submit revised cost estimates to ECOLOGY.

    d. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

    e. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Goal Statement: (1,500 Character Limit)

The goal of this project is to convert 39 septic systems to City sewer, helping to reduce effluent inputs to groundwater and futher protect and improve water quality in the region.

Task Expected Outcome: (1,500 Character Limit)

39 septic systems will be converted to public sewer, helping to reduce effluent inputs to groundwater and futher protect and imporve water quality. The construction process will follow the blueprint outlined in Task 2 to help streamline and make the project feasible for all parties involved. The project will be constructed on schedule and in accordance with the ECOLOGY-approved plans and specifications, while adhering to construction best management practices, the Construction Quality Assurance Project Plan, and all other applicable regulations.

Recipient Task Coordinator: Dan Smith

Deliverables

Number	Description	Due Date (leave blank)
#3.1	Signed Landowner Agreement(s). Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.2	Cultural resource review requirements. Submit the Ecology Cultural Resources Review Form and any supplemental cultural resource documentation, including surveys, to the ECOLOGY PM. Upload an Inadvertent Discovery Plan for each site to EAGL, prior to project installation. Do not upload any other cultural resource related documents to EAGL.	
#3.3	Required permitting. Upload documentation to EAGL for each site that shows all permit requirements are met prior to project installation.	
#3.4	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.5	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.6	ECOLOGY Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.7	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.8	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY Project Manager upon completion.	
#3.9	Project Schedule. Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.10	Pre-construction conference meeting minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
#3.11	Revised construction cost estimates when changes in construction schedule occur. Upload to EAGL and notify ECOLOGY when upload is complete.	

#3.12	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
#3.13	Complete Construction Completion Form and upload to EAGL. Notify ECOLOGY when complete.	

BUDGET SUMMARY

Funding Distribution

Funding Title: Centennial Clean Water Grant
Funding Type: Grant
Funding Effective Date: 10/17/22
Funding Expiration Date: 10/01/25
Funding Source: Centennial

Recipient Match %: 25
InKind Interlocal Allowed:
InKind Other Allowed:
Is this Funding Distribution used to match a federal grant?

Indirect Rate: 0%
Supporting documentation must be uploaded to EAGL.
Rate will be indicated in your agreement.

Scope of Work Budget Summary	Recipient Share	Ecology Share	Task Total
1. Grant and Loan Administration	$1,250.00	$3,750.00	$5,000
2. Social Marketing Campaign	$18,750.00	$56,250.00	$75,000
3. Septic to Sewer Conversion Design and Construction	$146,666.67	$440,000.00	$586,666.66
Total	$166,666.67	$500,000.00	$666,666.66

Funding Distribution Name	Recipient Match	Recipient Share	Ecology Share	Total
Centennial	**25%**	**$166,666.66**	**$500,000.00**	**$666,666.66**
Total		**$166,666.66**	**$500,000.00**	**$666,666.66**

TERMS AND CONDITIONS

Note to Recipient: Please read the full Terms and Conditions in The SFY2023 Funding Guidelines, Appendix F. Any questions should be discussed with your Ecology Project Team during negotiation, prior to signature.

AGREEMENT SPECIFIC TERMS AND CONDITIONS
N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Section 2 – Conditions for All Water Quality Combined Funding

Section 3 - Conditions for All Section 319 and Centennial Match Funding

Section 4 – Conditions for All Section 319 and CWSRF Funding

Section 5 - Conditions for All CWSRF Funding

General Terms and Conditions for All Ecology Grants and Loans

Appendix F: WQP/Ecology Terms and Conditions

WQP Special Terms and Conditions

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

"**Administration Charge**" means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology's cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

"**Administrative Requirements**" means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

"**Annual Debt Service**" for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

"**Average Annual Debt Service**" means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

"**Acquisition**" means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

"**Centennial Clean Water Program**" means the state program funded from various state sources.

"**Contract Documents**" means the contract between the RECIPIENT and the construction contractor for construction of the project.

"**Cost Effective Analysis**" means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

"**Defease**" or "**Defeasance**" means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

"**Effective Date**" means the earliest date on which eligible costs may be incurred.

"**Effective Interest Rate**" means the total interest rate established by Ecology that includes the Administrative Charge.

"**Estimated Loan Amount**" means the initial amount of funds loaned to the RECIPIENT.

"**Estimated Loan Repayment Schedule**" means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

"**Equivalency**" means projects designated by ECOLOGY to meet additional federal requirements.

"**Expiration Date**" means the latest date on which eligible costs may be incurred.

"**Final Accrued Interest**" means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

"**Final Loan Amount**" means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

"**Final Loan Repayment Schedule**" means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

"**Forgivable Principal**" means the portion of a loan that is not required to be paid back by the borrower.

"**General Obligation Debt**" means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

"**General Obligation Payable from Special Assessments Debt**" means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

"**Gross Revenue**" means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

"**Guidelines**" means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

"**Initiation of Operation Date**" means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

"**Loan**" means the Washington State Water Pollution Control Revolving Fund Loan or Centennial

Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

"**Loan Amount**" means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

"**Loan Fund**" means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

"**Loan Security**" means the mechanism by which the RECIPIENT pledges to repay the loan.

"**Loan Term**" means the repayment period of the loan.

"**Maintenance and Operation Expense**" means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

"**Net Revenue**" means the Gross Revenue less the Maintenance and Operation Expense.

"**Original Engineer's Estimate**" means the engineer's estimate of construction costs included with bid documents.

"**Principal and Interest Account**" means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

"**Project**" means the project described in this agreement.

"**Project Completion Date**" means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

"**Project Schedule**" means that schedule for the project specified in the agreement.

"**Revenue-Secured Debt**" means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

"**Reserve Account**" means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

"**Risk-Based Determination**" means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

"Scope of Work" means the tasks and activities constituting the project.

"**Section 319**" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"**Senior Lien Obligations**" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"**State Water Pollution Control Revolving Fund (Revolving Fund)**" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"**Termination Date**" means the effective date of ECOLOGY's termination of the agreement.

"**Termination Payment Date**" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"**Total Eligible Project Cost**" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"**Total Project Cost**" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"**ULID**" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"**ULID Assessments**" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"**Utility**" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance

and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section 319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

> "This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load

Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Data Universal Numbering System (DUNS) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a DUNS number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out

applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and

effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation

2. Opinion of RECIPIENT's Legal Council

3. Authorizing Ordinance or Resolution

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1)

shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works,

plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this

loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to

prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

> "We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:
>
> - The Davis-Bacon Act, 29 CFR (If applicable)
>
> - Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)
>
> - The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

> Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue.

That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance, ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

Ecology General Terms and Conditions (06/24/2021 Version)

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://apps.ecology.wa.gov/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

- Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.

- Make the IDP readily available to anyone working at the project site.

- Discuss the IDP with staff, volunteers, and contractors working at the project site.

- Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such

payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that

collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

• Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

• Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

• Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project

timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.

b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.

c) RECIPIENT shall use ECOLOGY's provided progress report format.

d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.

e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work

accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products. For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to

perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no event shall ECOLOGY's

reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

Interfund Loan (2022) to Golf:
$200k --> $700k
Repayment over 4 years

FINANCIAL PLAN FOR THE SANITARY SEWER FUND

	PROJECT	EXPENSES	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YRS	GRAND TOTAL
		Capital Projects:									
	1	Annual Sewer Infrastructure Replacement Program	$ 2,873,500	$ 55,000	$ 790,500	$ 67,500	$ 892,500	$ 72,500	$ 995,500	$ -	$ 2,873,500
	2	Oversizing Program	$ 330,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ -	$ 330,000
	3	Regional Pump Station	$ 1,065,000	$ -	$ 165,000	$ 900,000	$ -	$ -	$ -	$ -	$ 1,065,000
	4	Old Highway 99 Extension: 79th Avenue to 88th Avenue	$ 210,000	$ -	$ -	$ 210,000	$ -	$ -	$ -	$ 870,000	$ 1,080,000
	5	City Operations and Maintenance Facility Relocation	$ 5,416,500	$ -	$ 2,411,500	$ 2,525,000	$ 160,000	$ 160,000	$ 160,000	$ -	$ 5,416,500
	6	Streamland Estates Lift Station	$ 210,000	$ 210,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,000
	7	Lloyd Street Lift Station	$ 260,000	$ 260,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 260,000
	8	Sewer Extension Program	$ 2,030,000	$ 35,000	$ 75,000	$ 885,000	$ 75,000	$ 885,000	$ 75,000	$ -	$ 2,030,000
	9	Comprehensive Plan Review/Update	$ 325,000	$ -	$ 250,000	$ 75,000	$ -	$ -	$ -	$ -	$ 325,000
	10	Enterprise Resource Planning Business System	$ 173,333	$ 173,333	$ -	$ -	$ -	$ -	$ -	$ -	$ 173,333
NEW	11	I-5 Sanitary Sewer Main Crossings Report	$ 100,000	$ -	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ 100,000
NEW	12	Capitol Blvd and X St Sewer	$ 330,000	$ 20,000	$ -	$ -	$ -	$ 310,000	$ -	$ -	$ 330,000
NEW	13	Capitol Blvd, Trosper Rd, and Linda St Sewer Replacement	$ 400,000	$ 400,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 400,000
NEW	14	Resource Conservation & Sustainability	$ 50,000	$ 25,000	$ 25,000	$ -	$ -	$ -	$ -	$ -	$ 50,000
		TOTAL EXPENSES	**12,993,333**	**788,333**	**3,747,000**	**4,817,500**	**1,182,500**	**1,172,500**	**1,285,500**	**870,000**	**13,863,333**
		SOURCES OF FUNDS:									
		General Governmental	$ -								$ -
		Grants	$ -								$ -
		Operating Income	$ 7,302,541	$ 717,916	$ 2,103,125	$ 1,324,625	$ 909,875	$ 1,259,875	$ 987,125	$ 87,000	$ 7,389,541
		Connections	$ 4,535,792	$ 805,417	$ 1,808,875	$ 1,127,875	$ 272,625	$ 222,625	$ 298,375	$ 783,000	$ 5,318,792
		Revenue Bonds/Debt	$ 2,200,000	$ -	$ 2,200,000	$ -	$ -	$ -	$ -	$ -	$ 2,200,000
		TOTAL SOURCES	**$14,038,333**	**$ 1,523,333**	**$ 6,112,000**	**$ 2,452,500**	**$ 1,182,500**	**$ 1,482,500**	**$ 1,285,500**	**$ 870,000**	**$ 14,908,333**

SIX YEAR FINANCIAL FORECAST

SEWER	2021	2022	2023	2024	2025	2026	2027		2022-2027
REVENUES									
Beginning Fund Balance	**$12,105,471**	**$ 11,928,826**	**$ 11,781,917**	**$ 10,705,192**	**$ 6,150,399**	**$ 5,213,899**	**$ 4,350,667**		$ 11,928,826
Charges for Service (Rates & Utility Tax)	$ 2,805,183	$ 2,983,930	$ 3,134,693	$ 3,293,073	$ 3,459,456	$ 3,634,245	$ 3,817,865		$ 20,323,261
Misc. revenues	$ 173,549	$ 176,152	$ 2,378,795	$ 181,476	$ 184,199	$ 186,962	$ 189,766		$ 3,297,349
Operating Income (Sales + Misc.)	***$ 2,978,732***	***$ 3,160,082***	***$ 5,513,487***	***$ 3,474,550***	***$ 3,643,654***	***$ 3,821,206***	***$ 4,007,631***		*$ 23,620,610*
LOTT (Pass Thru incl. CDC)	$ 7,407,823	$ 7,630,058	$ 7,858,959	$ 8,094,728	$ 8,337,570	$ 8,587,697	$ 8,845,328		$ 49,354,339
Interfund Payment (P&I) - Golf Course	$ 185,000	$ 185,000	$ 30,732	$ -	$ -	$ -	$ -		$ 215,732
Connection & Development Fees	$ 650,500	$ 571,276	$ 513,863	$ 452,787	$ 387,887	$ 398,748	$ 409,913		$ 2,734,473
TOTAL REVENUES	**$11,222,055**	**$ 23,475,241**	**$ 25,698,958**	**$ 22,727,256**	**$ 18,519,510**	**$ 18,021,550**	**$ 17,613,539**		**$ 87,853,980**
EXPENDITURES									
O & M (including Administration)	$ 3,115,878	$ 3,224,934	$ 3,337,806	$ 3,454,630	$ 3,575,542	$ 3,700,685	$ 3,830,209		$ 21,123,806
Debt Service		$ -	$ -	$ 160,000	$ 160,000	$ 160,000	$ 160,000		$ 640,000
Capital	$ 875,000	$ 838,333	$ 3,797,000	$ 4,867,500	$ 1,232,500	$ 1,222,500	$ 1,335,500		$ 13,293,333
LOTT (Pass Thru incl. CDC)	$ 7,407,823	$ 7,630,058	$ 7,858,959	$ 8,094,728	$ 8,337,570	$ 8,587,697	$ 8,845,328		$ 49,354,339
TOTAL EXPENSES	**$11,398,701**	**$ 11,693,324**	**$ 14,993,766**	**$ 16,576,858**	**$ 13,305,611**	**$ 13,670,882**	**$ 14,171,037**		**$ 84,411,478**
ENDING FUND BALANCE	**$11,928,826**	**$ 11,781,917**	**$ 10,705,192**	**$ 6,150,399**	**$ 5,213,899**	**$ 4,350,667**	**$ 3,442,502**		**$ 3,442,502**
UTILITY RESERVE POLICY (20% O&M + Debt Service)	*$ 623,176*	*$ 644,987*	*$ 667,561*	*$ 722,926*	*$ 747,108*	*$ 772,137*	*$ 798,042*		
Rate Increases	4.8%	4.8%	3.5%	3.5%	3.5%	3.5%	3.5%		
Connection Fee Increases	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%	2.8%		

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-01

PROGRAM TITLE: Annual Sewer Infrastructure Replacement Program

PROGRAM DESCRIPTION:
This project provides for the systematic rehabilitation of aging sanitary sewer lines in various areas of the City. The funding demonstrates an initial planning project to evaluate and define projects to be completed. A prioritized list of projects, using the data gathered from CCTV inspections of the sewer system, will be developed. The actual construction method will be based on the characteristics of the individual replacements.

IS PROJECT RECOMMENDED BY PLAN/POLICY? Yes PLAN: 2015 General Sewer Plan PAGE# 8-7 GROWTH: 25%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design	$ -	$ 271,500	$ 55,000	$ 25,500	$ 67,500	$ 25,500	$ 72,500	$ 25,500		$ 271,500
Land & R-O-W										
Construction		$ 2,602,000	$ -	$ 765,000		$ 867,000		$ 970,000		$ 2,602,000
Equipment										
Other										
TOTAL EXPENSES	**$ -**	**$ 2,873,500**	**$ 55,000**	**$ 790,500**	**$ 67,500**	**$ 892,500**	**$ 72,500**	**$ 995,500**	**$ -**	**$ 2,873,500**
Sources of Funds:										
General Government								$ -	$ -	$ -
Grants								$ -	$ -	$ -
Operating Income	$ -	$ 2,155,125	$ 41,250	$ 592,875	$ 50,625	$ 669,375	$ 54,375	$ 746,625	$ -	$ 2,155,125
Connections	$ -	$ 718,375	$ 13,750	$ 197,625	$ 16,875	$ 223,125	$ 18,125	$ 248,875	$ -	$ 718,375
Revenue Bonds										
L.I.D.'s										
Other										
TOTAL SOURCES	**$ -**	**$ 2,873,500**	**$ 55,000**	**$ 790,500**	**$ 67,500**	**$ 892,500**	**$ 72,500**	**$ 995,500**	**$ -**	**$ 2,873,500**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-02

PROGRAM TITLE: Oversizing Program

PROGRAM DESCRIPTION:
The City will participate in the funding for projects identified in the Sanitary Sewer Comprehensive Plan to the extent the sewers are constructed as "oversized" relative to the needs of the participating development. The oversizing costs shall be the incremental cost above the cost required to install an 8-inch line. Oversizing will only be funded for those projects where the diameter of pipe required is larger than the capacity needs of the development, exceeding 8-inches.

IS PROJECT RECOMMENDED BY PLAN/POLICY? Yes PLAN: 2015 General Sewer Plan PAGE# 8-1 GROWTH: 90%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ -								$ -
Land & R-O-W		$ -								$ -
Construction		$ 330,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000	$ 55,000		$ 330,000
Equipment		$ -								$ -
Other		$ -								$ -
TOTAL EXPENSES	**$ -**	**$ 330,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ -**	**$ 330,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income		$ 33,000	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ -	$ 33,000
Connections		$ 297,000	$ 49,500	$ 49,500	$ 49,500	$ 49,500	$ 49,500	$ 49,500	$ -	$ 297,000
Revenue Bonds		$ -								$ -
L.I.D.'s		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 330,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ 55,000**	**$ -**	**$ 330,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-03

PROGRAM TITLE: Regional Pump Station

PROGRAM DESCRIPTION:
This project would fund the construction of a regional pump station in one of the growth areas of the City. City funding of the station would be to prevent the development of on-site community septic systems in areas of small developments where the construction of a regional station isn't financially feasible. Location and timing of the project would be determined based on development activity.

IS PROJECT RECOMMENDED BY PLAN/POLICY? Yes PLAN: 2015 General Sewer Plan PAGE# 8-1 GROWTH: 90%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ 165,000		$ 165,000						$ 165,000
Land & R-O-W		$ -								$ -
Construction		$ 900,000			$ 900,000					$ 900,000
Equipment		$ -								$ -
Other		$ -								$ -
TOTAL EXPENSES	**$ -**	**$ 1,065,000**	**$ -**	**$ 165,000**	**$ 900,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,065,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income		$ 106,500	$ -	$ 16,500	$ 90,000	$ -	$ -	$ -	$ -	$ 106,500
Connections		$ 958,500	$ -	$ 148,500	$ 810,000	$ -	$ -	$ -	$ -	$ 958,500
Revenue Bonds		$ -								$ -
L.I.D.'s		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 1,065,000**	**$ -**	**$ 165,000**	**$ 900,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 1,065,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-04

PROGRAM TITLE: Old Highway 99 Extension: 79th Avenue to 88th Avenue

PROGRAM DESCRIPTION:
This project would fund the construction of the sewer infrastructure to serve the southeast area of the City. Timing of the project is dependent on development activity. The first phase shown in this CFP extends watermain through the limits of the Old Hwy 99 and 79th Ave Roundabout project.

IS PROJECT RECOMMENDED BY PLAN/POLICY? Yes PLAN: 2015 General Sewer Plan PAGE# 6-24 GROWTH: 90%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ 15,000	$ 15,000		$ -	$ -			$ 70,000	$ 85,000
Land & R-O-W		$ -								$ -
Construction		$ 210,000			$ 210,000				$ 800,000	$ 1,010,000
Equipment		$ -								$ -
Other		$ -								$ -
TOTAL EXPENSES	**$ -**	**$ 225,000**	**$ 15,000**	**$ -**	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ 870,000**	**$ 1,095,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income		$ 22,500	$ 1,500	$ -	$ 21,000	$ -	$ -	$ -	$ 87,000	$ 109,500
Connections		$ 202,500	$ 13,500	$ -	$ 189,000	$ -	$ -	$ -	$ 783,000	$ 985,500
Revenue Bonds		$ -								$ -
L.I.D.'s		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 225,000**	**$ 15,000**	**$ -**	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ 870,000**	**$ 1,095,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO. 2016025
NEW: No
PRIOR:

SS-05

PROGRAM TITLE: City Operations and Maintenance Facility Relocation

PROGRAM DESCRIPTION:
This project includes the demolition, master planning, design and construction for a new Public Works and Facilities Divisions Operations and Maintenance Facility at the City's Trails End Drive property. Site costs are distributed 34% General Fund, 33% Water, 17% Sewer, and 17% Storm. Offsite mitigation costs are distributed 50% General Fund and Transportation CFP, 24% Water, 13% Sewer, and 13% Storm. Construction will use debt financing either revenue bond or PWTF loan. Debt payments are included.

IS PROJECT RECOMMENDED BY PLAN/POLICY? Yes PLAN: City Hall Campus Master Plan PAGE# GROWTH: 50%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design	$ 19,422	$ 300,000	$ 300,000							$ 319,422
Land & R-O-W	$ 160,894	$ -								$ 160,894
Construction	$ 73,512	$ 4,730,000		$ 2,365,000	$ 2,365,000					$ 4,803,512
Equipment		$ -								$ -
Other (incl. 1% for Arts)		$ 686,500		$ 46,500	$ 160,000	$ 160,000	$ 160,000	$ 160,000		$ 686,500
TOTAL EXPENSES	**$ 253,827**	**$ 5,716,500**	**$ 300,000**	**$ 2,411,500**	**$ 2,525,000**	**$ 160,000**	**$ 160,000**	**$ 160,000**	**$ -**	**$ 5,970,327**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ 126,914	$ 2,078,250	$ 150,000	$ 1,288,250	$ 160,000	$ 160,000	$ 160,000	$ 160,000		$ 2,205,164
Connections	$ 126,914	$ 1,438,250	$ 150,000	$ 1,288,250						$ 1,565,164
Revenue Bonds		$ 2,200,000		$ 2,200,000						$ 2,200,000
Other		$ -								$ -
TOTAL SOURCES	**$ 253,827**	**$ 5,716,500**	**$ 300,000**	**$ 4,776,500**	**$ 160,000**	**$ 160,000**	**$ 160,000**	**$ 160,000**	**$ -**	**$ 5,970,327**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-06

PROGRAM TITLE: Streamland Estates Lift Station

PROGRAM DESCRIPTION:
Project will upgrade the Streamland Estates lift station to account for modeled deficiences to accommodate growth in the system. The existing system has an oversized wet well; upgrades include new pumps, valves piping, and associated equipment.

IS PROJECT RECOMMENDED BY PLAN/POLICY? Yes PLAN: 2015 General Sewer Plan PAGE# 8-7 GROWTH: 60%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design	$ 35,000	$ -	$ -			$ -				$ 35,000
Land & R-O-W		$ -								$ -
Construction		$ 210,000	$ 210,000				$ -			$ 210,000
Equipment		$ -								$ -
Other		$ -					$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 35,000**	**$ 210,000**	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 245,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ 14,000	$ 84,000	$ 84,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 98,000
Connections	$ 21,000	$ 126,000	$ 126,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 147,000
Revenue Bonds		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ 35,000**	**$ 210,000**	**$ 210,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 245,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-07

PROGRAM TITLE: Lloyd Street Lift Station

PROGRAM DESCRIPTION:
Project will upgrade the Lloyd Street lift station to account for modeled deficiences to accommodate growth in the system. Upgrades include wet well oversizing, new pumps, valves piping, and associated equipment.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-7 GROWTH: 80%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design	$ 45,000	$ -								$ 45,000
Land & R-O-W		$ -								$ -
Construction		$ 260,000	$ 260,000							$ 260,000
Equipment		$ -								$ -
Other		$ -								$ -
TOTAL EXPENSES	**$ 45,000**	**$ 260,000**	**$ 260,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 305,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ 9,000	$ 52,000	$ 52,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 61,000
Connections	$ 36,000	$ 208,000	$ 208,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 244,000
Revenue Bonds		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ 45,000**	**$ 260,000**	**$ 260,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 305,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-08

PROGRAM TITLE: Sewer Extension Program

PROGRAM DESCRIPTION:
Project provides funding for extension of sewer mains to neighborhoods to facilitate onsite system conversions to sanitary sewer for protection of drinking water, public and environmental health. Project prioritization results from City evaluation and planning processes. This program is currently under consideration and has not been fully defined. Projects are shown annually, but may be combined for efficiency and workload.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-2 GROWTH: 0%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ 330,000	$ 35,000	$ 75,000	$ 35,000	$ 75,000	$ 35,000	$ 75,000		$ 330,000
Land & R-O-W		$ -								$ -
Construction		$ 1,700,000			$ 850,000		$ 850,000			$ 1,700,000
Equipment		$ -								$ -
Other		$ -					$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ 2,030,000**	**$ 35,000**	**$ 75,000**	**$ 885,000**	**$ 75,000**	**$ 885,000**	**$ 75,000**	**$ -**	**$ 2,030,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ -	$ 2,030,000	$ 35,000	$ 75,000	$ 885,000	$ 75,000	$ 885,000	$ 75,000	$ -	$ 2,030,000
Connections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Revenue Bonds		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 2,030,000**	**$ 35,000**	**$ 75,000**	**$ 885,000**	**$ 75,000**	**$ 885,000**	**$ 75,000**	**$ -**	**$ 2,030,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-09

PROGRAM TITLE: Comprehensive Plan Review/Update

PROGRAM DESCRIPTION:
Review the existing Sanitary Sewer Comp Plan (last completed in 2015) and update it to reflect current development trends within the service area and incorporate current LOTT plans. Would look at possible satellite treatment locations and joint use pipelines. A focus would be placed on developing CFP projects to make sewers available to areas where development is expected.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: WAC 173-240 PAGE# GROWTH: 50%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ 325,000		$ 250,000	$ 75,000	$ -			$ -	$ 325,000
Land & R-O-W		$ -								$ -
Construction		$ -								$ -
Equipment		$ -								$ -
Other		$ -								$ -
TOTAL EXPENSES	**$ -**	**$ 325,000**	**$ -**	**$ 250,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 325,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ -	$ 162,500	$ -	$ 125,000	$ 37,500	$ -	$ -	$ -	$ -	$ 162,500
Connections	$ -	$ 162,500	$ -	$ 125,000	$ 37,500	$ -	$ -	$ -	$ -	$ 162,500
Revenue Bonds		$ -								$ -
L.I.D.'s		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 325,000**	**$ -**	**$ 250,000**	**$ 75,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 325,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-10

PROGRAM TITLE: Enterprise Resource Planning Business System

PROGRAM DESCRIPTION:
Assessment and Analysis of current ERP System (Tyler Eden) replacement. The cost of a new ERP system could be as low as $700,000 and as high as $3 million. We are including a $2 million cost as a best early estimate. The City currently uses Tyler Technology's Eden program. Tyler no longer writes upgrades specific to Eden. Instead it writes generic upgrades which then need to be customized for Eden, one of several of Tyler software systems. Eden also has not provided the Web-based accessibility that we would wish for. The cost will be split approx. 50% General Fund and 50% between the Water, Sewer and Storm Utilities. The General Fund portion is shown being debt financed internally.

IS PROJECT RECOMMENDED BY PLAN/POLICY? PLAN: PAGE# GROWTH: 20%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Land & R-O-W		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (Debt Service)	$ 166,667	$ 173,333	$ 173,333	$ -	$ -	$ -	$ -	$ -	$ -	$ 340,000
TOTAL EXPENSES	**$ 166,667**	**$ 173,333**	**$ 173,333**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 340,000**
Sources of Funds:										
General Government		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grants		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Income	$ 133,334	$ 138,666	$ 138,666	$ -	$ -	$ -	$ -	$ -	$ -	$ 272,000
Connections	$ 33,333	$ 34,667	$ 34,667	$ -	$ -	$ -	$ -	$ -	$ -	$ 68,000
Revenue Bonds		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SOURCES	**$ 166,667**	**$ 173,333**	**$ 173,333**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 340,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: Yes
PRIOR:

SS-11

PROGRAM TITLE: I-5 Sanitary Sewer Main Crossings Report

PROGRAM DESCRIPTION:
This project provides for the evaluation of aging sanitary sewer main crossings under the I-5 corridor and completion of an alternatives analysis report to consider redirection of sewer flows and elimination of crossings under the interstate highway which hinders and complicates routine maintenance. Known crossings include 2nd Avenue at Desoto Street, 2nd Avenue at E Street, 2nd Avenue between 3rd and H Streets and 2nd Avenue at Little Street.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-6 GROWTH: 25%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design	$ -	$ 100,000	$ -	$ -	$ 100,000					$ 100,000
Land & R-O-W	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Construction	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other (Debt Service)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ 100,000**	**$ -**	**$ -**	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**
Sources of Funds:										
General Government	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Grants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Income	$ -	$ 75,000	$ -	$ -	$ 75,000	$ -	$ -	$ -	$ -	$ 75,000
Connections	$ -	$ 25,000	$ -	$ -	$ 25,000	$ -	$ -	$ -	$ -	$ 25,000
Revenue Bonds	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TOTAL SOURCES	**$ -**	**$ 100,000**	**$ -**	**$ -**	**$ 100,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 100,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources and Sustainability
PROJECT NO.
NEW: Yes
PRIOR:

SS-12

PROGRAM TITLE: Capitol Blvd and X St Sewer

PROGRAM DESCRIPTION:
Replace aging concrete sewer on Capitol Blvd and X St in conjunction with the Capitol Blvd and X St Roundabout transportation improvement project.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-7 GROWTH: 50%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ 20,000	$ 20,000							$ 20,000
Land & R-O-W		$ -								$ -
Construction		$ 310,000					$ 310,000			$ 310,000
Equipment		$ -								$ -
Other		$ -					$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ 330,000**	**$ 20,000**	**$ -**	**$ -**	**$ -**	**$ 310,000**	**$ -**	**$ -**	**$ 330,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ -	$ 165,000	$ 10,000	$ -	$ -	$ -	$ 155,000	$ -	$ -	$ 165,000
Connections	$ -	$ 165,000	$ 10,000	$ -	$ -	$ -	$ 155,000	$ -	$ -	$ 165,000
Revenue Bonds		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 330,000**	**$ 20,000**	**$ -**	**$ -**	**$ -**	**$ 310,000**	**$ -**	**$ -**	**$ 330,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources and Sustainability
PROJECT NO.
NEW: Yes
PRIOR:

SS-13

PROGRAM TITLE: Capitol Blvd, Trosper Rd, and Linda St Sewer Replacement

PROGRAM DESCRIPTION:
Replace aging concrete sewer on Capitol Blvd, Trosper Rd, and Linda St in conjunction with the Capitol/Trosper/I-5 transportation improvement project.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-7 GROWTH: 50%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design	$ 20,000	$ -								$ 20,000
Land & R-O-W		$ -								$ -
Construction		$ 400,000	$ 400,000							$ 400,000
Equipment		$ -								$ -
Other		$ -					$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ 20,000**	**$ 400,000**	**$ 400,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 420,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ 10,000	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,000
Connections	$ 10,000	$ 200,000	$ 200,000	$ -	$ -	$ -	$ -	$ -	$ -	$ 210,000
Revenue Bonds		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ 20,000**	**$ 400,000**	**$ 400,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 420,000**

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources and Sustainability
PROJECT NO.
NEW: Yes
PRIOR:

SS-14

PROGRAM TITLE: Resource Conservation & Sustainability

PROGRAM DESCRIPTION:
Set aside funds to support the implementation of City Green Team initiatives and recommendations identified in the Regional Climate Action Plan.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-7 GROWTH: 50%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2022	2023	2024	2025	2026	2027	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		$ 50,000	$ 25,000	$ 25,000						$ 50,000
Land & R-O-W		$ -								$ -
Construction		$ -								$ -
Equipment		$ -								$ -
Other		$ -					$ -	$ -	$ -	$ -
TOTAL EXPENSES	**$ -**	**$ 50,000**	**$ 25,000**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,000**
Sources of Funds:										
General Government		$ -								$ -
Grants		$ -								$ -
Operating Income	$ -	$ 25,000	$ 12,500	$ 12,500	$ -	$ -	$ -	$ -	$ -	$ 25,000
Connections	$ -	$ 25,000	$ 12,500	$ 12,500	$ -	$ -	$ -	$ -	$ -	$ 25,000
Revenue Bonds		$ -								$ -
Other		$ -								$ -
TOTAL SOURCES	**$ -**	**$ 50,000**	**$ 25,000**	**$ 25,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,000**

TO: City Council

FROM: Dan Smith, Water Resources and Sustainability Director

DATE: January 17, 2023

SUBJECT: Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning

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1) Recommended Action:

Staff requests City Council make a motion authorizing the Mayor to sign the Grant Agreement with the Washington State Department of Ecology (ECY) for SMAP Stormwater Basin Planning. The agreement was recommended for approval by the Public Works Committee at their January 5, 2023 meeting.

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2) Background:

The City of Tumwater received an ECY grant to complete three Stormwater Management Action Plans (SMAPs) for the three highest priority subbasins within the City. SMAPs are watershed-based approaches to stormwater management, which allow staff to collect data about each subbasin and specifically tailor management actions to help improve water quality based on several factors including land use, pollutants of concern, and habitat health. The City's current National Pollutant Discharge Elimination System permit requires the City to complete one SMAP by March 31, 2023. These SMAPs will identify opportunities for stormwater retrofits, land management strategies, outreach priorities, and other customized stormwater management actions.

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3) Policy Support:

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

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4) Alternatives:

- ❑ Request changes to the proposed grant agreement

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5) Fiscal Notes:

Tumwater received a $149,524.00 grant from ECY to complete this project. The Storm Drain Fund is providing the required $49,841.33 match for a total project cost of $199,365.33.

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6) Attachments:

A. Grant Agreement with the Department of Ecology for SMAP Stormwater Basin Planning

DEPARTMENT OF ECOLOGY
State of Washington

Agreement No. WQC-2023-Tumwat-00049

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Tumwater, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	City of Tumwater SMAP Basin Planning
Total Cost:	$199,365.33
Total Eligible Cost:	$199,365.33
Ecology Share:	$149,524.00
Recipient Share:	$49,841.33
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	01/31/2025
Project Type:	Stormwater Facility

Project Short Description:
This project will improve water quality by addressing hydrologic impacts within the City of Tumwater through the development of Stormwater Management Action Plans (SMAP) for three subbasins identified by an assessment of their receiving waters and prioritization process. These SMAPs will identify opportunities for stormwater retrofits, land management strategies, and customized stormwater management actions.

Project Long Description:
The RECIPIENT will develop three Stormwater Management Action Plans (SMAP) for the three highest priority subbasins (Trosper Lake Subbasin, West Mottman Subbasin, and Fish Pond Creek Subbasin) that were identified during an assessment of their receiving waters and a prioritization of the receiving water basins. The SMAPs will identify and describe specific stormwater management actions to protect water quality in high priority receiving water basins. Receiving waters are those waterbodies that receive stormwater runoff from the City of Tumwater municipal stormwater

system.

The RECIPIENT will follow Ecology's Stormwater Management Action Planning (SMAP) Guidance for Phase 1 and Western Washington Phase II Municipal Stormwater Permits (Ecology, 2019; Publication 19-10-010). Using the SMAP process, the RECIPIENT will emphasize protection of designated uses and improvements to receiving water quality and habitat under both existing and anticipated future development conditions. The SMAPs will include, but are not limited to, stormwater facility retrofits, land management/development strategies, and implementation of stormwater management actions related to the City of Tumwater municipal stormwater permit. The SMAPs will also include a proposed implementation schedule, budget sources, and a process to adaptively manage the plan.

The City of Tumwater is authorized to discharge to waters of the state by the Department of Ecology's Western Washington Phase II Municipal Stormwater Permit. The current permit was issued on July 1, 2019 and will expire July 31, 2024. The current Phase II permit has requirements for each jurisdiction to complete a thorough SMAP process prior to April 2023. Although the permit only calls for one completed SMAP, the completion of multiple SMAPs for several high priority subbasins within a similar time frame will help quantify actions needed to preserve and improve water quality in the region. Multiple SMAPs completed within approximately two years of each other will allow the RECIPIENT to plan and budget for upcoming improvements to their stormwater programs, which will help to ensure that the RECIPIENT can enhance water quality and habitat while planning for anticipated changes in the watershed.

Overall Goal:
This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Project Manager	Dave Kangiser Water Resources Specialist 555 Israel Road SW Tumwater, Washington 98501 Email: dkangiser@ci.tumwater.wa.us Phone: (360) 754-4140
Billing Contact	Christina Choate Accountant 555 Israel Road SW Tumwater, Washington 98501 Email: cchoate@ci.tumwater.wa.us Phone: (360) 754-4180
Authorized Signatory	Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Charlie Hohlbein PO Box 47775 Olympia, Washington 98504-7775 Email: CHOH461@ecy.wa.gov Phone: (360) 485-2474
Financial Manager	Melissa Conger PO Box 47600 Olympia, Washington 98504-7600 Email: MECO461@ecy.wa.gov Phone: (360) 706-4204
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Vincent McGowan, P.E. Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Tumwater

By: _____

Dan Smith Date

Director

Debbie Sullivan

Mayor Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $4,442.83

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $918.05

Task Title: Online GIS Interface

Task Description:

A. The RECIPIENT will provide an online GIS interface with all of the jurisdiction's delineated basins identified through the Receiving Waters Assessment. This map will include data layers relevant to the basin prioritization process, as well as the latest GIS data of the municipal separate storm sewer system (MS4).

B. The RECIPIENT will provide an additional layer of the proposed treatment and flow control facilities from the draft list of SMA's for each prioritized subbasin. For each treatment and flow control facility, the online GIS interface will include feature layers for each facility's catchment and each facility's footprint. Facility footprint attributes will include type of facility and types of pollutants removed. Facility type should be supported by feasibility features such as utility conflicts, soil suitability for infiltration and treatment, and depth to groundwater. Proposed facility catchments table will include Percent and slope of-forested, pasture, lawn, roads, roof, driveways, sidewalks, parking, and porous pavement data if available. Notify ECOLOGY Project Manager when the draft SMA layer has been published.

Task Goal Statement:

Prepare an online GIS interface that complements the written SMAP.

Task Expected Outcome:

Develop an online GIS interface to assist in SMAP development and public outreach.

Online GIS Interface

Deliverables

Number	Description	Due Date
2.1	Present data layers as an online GIS interface. Include layers that identify receiving waters and the associated drainage basins, critical areas, environmental justice indicators, and cultural resource risk. Notify ECOLOGY Project Manager when the online GIS interface is published.	
2.2	Publish data layer of proposed facility SMAs for each subbasin using the online GIS interface.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $194,004.45

Task Title: Stormwater Management Action Plans

Task Description:

A. Within the prioritized subbasins area(s), the RECIPIENT will describe potential Stormwater Management Actions (SMAs) consisting of structural and non-structural (operational) best management practices (BMPs). This may include non-structural BMPs, land/development management policies and actions, and targeted stormwater management program (SWMP) actions to support improved receiving water quality. Structural SMAs could be proposed as new treatment or flow control facilities, retrofit of existing treatment or flow control facilities, or opportunities to provide additional treatment or flow control service with planned public construction projects.

B. The RECIPIENT will conduct public outreach to inform the community and solicit feedback regarding the SMAs. At least one opportunity for each subbasin will be provided for stakeholders (including local tribes and general public) to review and comment on the proposed SMAs. Stakeholder feedback will be documented and taken into consideration when developing the SMAP.

C. The RECIPIENT will prepare a minimum of three draft SMAPs, that include a proposed implementation schedule, short and long term goals, conceptual budget, potential funding sources, and adaptive management for each prioritized subbasin.

D. The RECIPIENT will prepare a final SMAP for each of the three subbasins that considers and incorporates ECOLOGY feedback as appropriate.

E. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:

Prepare Stormwater Management Action Plans.

Task Expected Outcome:

Development of stormwater and land management strategies that act as water quality management tools intended to conserve, protect, or restore water quality in the selected Receiving Waters.

Stormwater Management Action Plans

Deliverables

Number	Description	Due Date
3.1	Draft list of structural and non-structural SMAs. Notify Ecology when public outreach has been initiated and the list of SMAs for each subbasin and online GIS interface are published.	
3.2	Collect and document stakeholder feedback for each subbasin, and document responsiveness to comments. Upload documentation of effort to EAGL and notify ECOLOGY when upload is complete.	
3.3	Draft SMAP for each prioritized subbasin, including supporting narrative, proposed schedule, conceptual budget, potential funding sources, and adaptive management. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Response to ECOLOGY SMAP comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	Final written SMAPs, including list of SMAs for targeted areas. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $0.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:
The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
4.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
4.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
4.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
4.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.5	List of permits acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG230024

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2022
Funding Expiration Date: 01/31/2025

Funding Source:

Title: SFAP - SFY23

Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	$ 4,442.83
Online GIS Interface	$ 918.05
Stormwater Management Action Plans	$ 194,004.45
Cultural and Environmental Review, and Permitting	$ 0.00
	Total: $ 199,365.33

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 49,841.33	$ 149,524.00	$ 199,365.33
Total		**$ 49,841.33**	**$ 149,524.00**	**$ 199,365.33**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

"Section 319" means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

"Senior Lien Obligations" means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

"State Water Pollution Control Revolving Fund (Revolving Fund)" means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

"Termination Date" means the effective date of ECOLOGY's termination of the agreement.

"Termination Payment Date" means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

"Total Eligible Project Cost" means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

"Total Project Cost" means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

"ULID" means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

"ULID Assessments" means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

"Utility" means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY's Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, "Contracts for Architectural and Engineering Services," have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed "clean."

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section

319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this

agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an

independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact

2. Entity's mailing address, telephone number, and e-mail address

3. The procurement on which the entity bid or quoted, and when

4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this

agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation

2. Opinion of RECIPIENT's Legal Council

3. Authorizing Ordinance or Resolution

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)

- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)

- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
RECIPIENT shall:
• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.
c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT
No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION
RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION
a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council

FROM: Chuck Denney, Parks & Recreation Director

DATE: January 17, 2023

SUBJECT: Grant Agreement with the Department of Ecology for Golf Course Parking Lot Stormwater Retrofit Design

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1) Recommended Action:

Staff requests City Council authorize the Mayor to sign the Grant Agreement with the Department of Ecology (ECY) for Golf Course Parking Lot Stormwater Retrofit Design. The agreement was recommended for approval by the Public Works Committee at their January 5, 2023 meeting.

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2) Background:

The City received a grant from ECY to design and construct a system to treat stormwater runoff from the Tumwater Valley Golf Course parking lot. Currently, rain water that runs off the parking lot goes directly into the Deschutes River untreated. New studies have shown that chemicals found in stormwater, especially those from tire dust, create toxic conditions for coho salmon and other species that struggle to survive in the Deschutes River. This funding would allow Tumwater to construct a bioretention facility to treat parking lot runoff, meeting requirements for both the Salmon-Safe certification at the golf course and compliance requirements related to repaving the parking lot this summer.
Parks will be working with Skillings Inc., to complete the design and permitting phases of this project. Skillings Inc. previously completed a feasibility study in the fall of 2021 for this work.

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3) Policy Support:

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

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4) Alternatives:

- ❑ Request changes to the proposed grant agreement

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5) Fiscal Notes:

The City of Tumwater received a $123,717.33 grant from ECY. The City will contribute the 25% match, $92,788.00, for the design and construction of this project.

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6) Attachments:

A. Grant Agreement with the Department of Ecology for the Golf Course Parking Lot Stormwater Design Retrofit

Agreement No. WQC-2023-Tumwat-00051

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Tumwater, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Tumwater Valley Golf Course Parking Lot Stormwater Retrofit Design
Total Cost:	$123,717.33
Total Eligible Cost:	$123,717.33
Ecology Share:	$92,788.00
Recipient Share:	$30,929.33
The Effective Date of this Agreement is:	07/01/2022
The Expiration Date of this Agreement is no later than:	01/31/2024
Project Type:	Stormwater Facility

Project Short Description:

This project will improve water quality in the Deschutes River through design and installation of stormwater best management practices (BMPs) in two locations at the Tumwater Valley Golf Course parking lot in the City of Tumwater. This project will provide treatment for total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorus. Additional benefits of this project include improved water quality for Coho Salmon runs in the Deschutes River.

Project Long Description:

This project will design stormwater facility best management practices (BMPs) that will reduce and treat stormwater runoff from the Tumwater Valley Golf Course parking lot in the City of Tumwater. Runoff from the existing asphalt paved parking lot is collected via existing catch basins and directed to outfalls that discharge to the Deschutes River. One outfall drains directly to the Deschutes River, while four other outfalls drain into a separate stream, running

north-south along the eastern edge of the parking lot. This stream discharges into a pond before flowing north to a separate outfall that also discharges directly into the Deschutes River.

The project area consists of two subbasins. The north subbasin includes paved surfaces surrounding the existing clubhouse building where stormwater runoff is collected via catch basins and conveyed to the outfall with a total impervious area of approximately 2.23 acres. Where the parking lot merges with the Valley Athletic Club parking lot, the south subbasin drains via sheet flow towards the east. The total impervious area of the south subbasin is approximately 0.20 acres. The parking lot is visited by approximately 18,000 vehicles each year. All of the subsequent pollution from these vehicles is washed into the Deschutes River during rain events. No existing water quality BMPs are located at the site, therefore this runoff receives no treatment before entering the Deschutes River, a 303(d) listed water body with a declining run of Coho salmon.

Through consideration of necessary treatment requirements, space to accommodate the facility, integration with the existing storm system, relative construction costs, and maintenance requirements, the following stormwater treatment BMP is considered the most feasible option for both the North and the South subbasin: BMP T7.30: Bioretention. The stormwater BMP facilities designed through this grant will treat for total suspended solids (TSS), dissolved copper, total phosphorous, and dissolved zinc.

Overall Goal:
This project will help protect and restore water quality in Washington state by reducing stormwater impacts from existing infrastructure and development.

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Project Manager	Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140
Billing Contact	Christina Choate Accountant 555 Israel Road SW Tumwater, Washington 98501 Email: cchoate@ci.tumwater.wa.us Phone: (360) 754-4180
Authorized Signatory	Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
Water Quality
PO BOX 47600
Olympia, WA 98504-7600

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Charlie Hohlbein PO Box 47775 Olympia, Washington 98504-7775 Email: CHOH461@ecy.wa.gov Phone: (360) 485-2474
Financial Manager	Melissa Conger PO Box 47600 Olympia, Washington 98504-7600 Email: MECO461@ecy.wa.gov Phone: (360) 706-4204
Technical Advisor	Doug Howie Senior Stormwater Engineer PO Box 47600 Olympia, Washington 98504-7600 Email: doho461@ecy.wa.gov Phone: (360) 870-0983

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

By: _____

Vincent McGowan, P.E. Date

Water Quality

Program Manager

Template Approved to Form by
Attorney General's Office

City of Tumwater

By: _____

Dan Smith Date

Director

Debbie Sullivan

Mayor Date

SCOPE OF WORK

Task Number: 1 **Task Cost:** $2,500.00

Task Title: Grant and Loan Administration

Task Description:
A. The RECIPIENT shall carry out all work necessary to meet ECOLOGY grant or loan administration requirements. Responsibilities include, but are not limited to: Maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation; progress reports; and the EAGL (Ecology Administration of Grants and Loans) recipient closeout report (including photos, if applicable). In the event that the RECIPIENT elects to use a contractor to complete project elements, the RECIPIENT shall retain responsibility for the oversight and management of this funding agreement.

B. The RECIPIENT shall keep documentation that demonstrates the project is in compliance with applicable procurement, contracting, and interlocal agreement requirements; permitting requirements, including application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items. This documentation shall be available upon request.

C. The RECIPIENT shall maintain effective communication with ECOLOGY and maintain up-to-date staff contact information in the EAGL system. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:
Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:
* Timely and complete submittal of requests for reimbursement, quarterly progress reports, Recipient Closeout Report, and two-page outcome summary report.
* Properly maintained project documentation.

Grant and Loan Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports that include descriptions of work accomplished, project challenges or changes in the project schedule. Submitted at least quarterly.	
1.2	Recipient Closeout Report (EAGL Form)	

SCOPE OF WORK

Task Number: 2 **Task Cost:** $500.00

Task Title: Cultural and Environmental Review, and Permitting

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will submit the documents listed below to initiate ECOLOGY's cultural resources review. Property acquisition and above and below ground activities proposed at any project site must be reviewed by ECOLOGY for potential affects to cultural resources.

The RECIPIENT must receive written notice from ECOLOGY prior to proceeding with work. Examples of work may include (but are not limited to) geotechnical work, acquisition, site prep work, and BMP installations. Work done prior to written notice to proceed shall not be eligible for reimbursement.

To initiate cultural resources review:

1. The RECIPIENT will submit the Cultural Resources Review Form to ECOLOGY, using the ECOLOGY template. Any supporting materials must conform to the Department of Archeology and Historic Preservation's (DAHP) Washington State Standards for Cultural Resource Reporting. The Cultural Resources Review Form template may be found on the ECOLOGY website.

2. The RECIPIENT will submit an Inadvertent Discovery Plan (IDP) to ECOLOGY, using the ECOLOGY template. The RECIPIENT will ensure that all contractors and subcontractors have a copy of the completed IDP prior to and while working on-site. The IDP template may be found on the ECOLOGY website.

B. The RECIPIENT will submit the State Environmental Policy Act (SEPA) checklist for ECOLOGY project manager review and notify the ECOLOGY project manager when the official comment period begins. The RECIPIENT will also upload the final SEPA determination.

C. The RECIPIENT is responsible for application of, receipt of, and compliance with all required local, state, tribal, and federal permits, licenses, easements, or property rights necessary for the project.

Task Goal Statement:
The RECIPIENT will complete all cultural and environmental reviews and permitting tasks in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by the cultural resource protection requirements, State Environmental Policy Act, and all other applicable federal, state, and local laws, and regulations.

Cultural and Environmental Review, and Permitting

Deliverables

Number	Description	Due Date
2.1	ECOLOGY Cultural Resources Review Form. Email the form and any supplemental cultural resources documentation directly to the ECOLOGY Project Manager. DO NOT upload the cultural resources form or documentation to EAGL.	
2.2	Inadvertent Discovery Plan (IDP). Email the form directly to the ECOLOGY Project Manager for review. Upload to EAGL once review is complete.	
2.3	SEPA Checklist. Upload the checklist, or other documentation for projects considered exempt from SEPA review, to EAGL and notify ECOLOGY when official comment period begins.	
2.4	Final SEPA Determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.5	List of permits acquired. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 3 **Task Cost:** $25,000.00

Task Title: Design Plans and Specifications

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

The RECIPIENT will develop a stormwater project design. The design submittals must conform to the Deliverables for Stormwater Projects with Ecology Funding Document. Projects must be designed in accordance with the Stormwater Management Manual for Eastern Washington, Stormwater Management Manual for Western Washington, or equivalent manual. Refer to the ECOLOGY website for specific guidance. Project must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement.

The RECIPIENT will upload the design submittals listed below to EAGL for ECOLOGY review. Reduce design figures to 11x17 inches in size and ensure they are legible.

A. The RECIPIENT will submit a map that shows the adjacent wetland delineation and proposed project area for review.

B. The RECIPIENT will submit a Design Report to ECOLOGY for review and acceptance. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Design Report Acceptance Letter prior to proceeding to 90 Percent Design.

C. The RECIPIENT will submit a 90 Percent Design Package to ECOLOGY for review and acceptance. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule. The current required bid inserts and specifications may be found on the Ecology website. Allow 45 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Bid Package.

D. The RECIPIENT will calculate and submit a preliminary equivalent new/re-development area for the completed design using the methods outlined in the Design Deliverables Document.

E. The RECIPIENT will submit a preliminary GIS compatible project area as a shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

F. The RECIPIENT will submit a Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible

costs, and project construction schedule. Allow 15 calendar days for ECOLOGY review.

The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology Final Bid Package Acceptance Letter prior to advertising the project.

Task Goal Statement:
The RECIPIENT will complete all design tasks and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:
The project will meet the requirements set forth by ECOLOGY water quality facility design standards and all other applicable federal, state, and local laws, and regulations.

Design Plans and Specifications

Deliverables

Number	Description	Due Date
3.1	Contract documents (if contracting out for design). Upload to EAGL and notify ECOLOGY when upload is complete.	
3.2	Map of wetland delineation and proposed project area. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.3	Design Report. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.4	Responses to ECOLOGY Design Report comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.5	ECOLOGY Design Report Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.6	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
3.7	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.8	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.9	Preliminary equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.10	Preliminary project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
3.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.12	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.13	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
3.14	Bid documents (e.g. bid announcement, bid tabulations, and bid award). Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 4 **Task Cost:** $3,500.00

Task Title: Construction Management

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Guidance for CQAP development is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

D. The RECIPIENT will submit a project schedule prior to the start of construction and whenever major changes occur.

E. Prior to execution, the RECIPIENT will submit to ECOLOGY any eligible change orders that deviate from ECOLOGY-accepted plans and specifications. ECOLOGY must review and accept all change orders that affect grant eligible activities prior to implementation. Allow 10 calendar days for ECOLOGY review.

Task Goal Statement:
The RECIPIENT will oversee and manage construction, communicate with ECOLOGY in a timely fashion, and provide ECOLOGY with all requested project documentation.

Task Expected Outcome:
The project will be constructed on schedule and in accordance with accepted plans.

Construction Management

Deliverables

Number	Description	Due Date
4.1	Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
4.2	Pre-Construction Conference Meeting Minutes. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.3	Project Schedule. Submit prior to construction and when changes occur. Upload to EAGL and notify ECOLOGY when upload is complete.	
4.4	Change Order(s). Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	

SCOPE OF WORK

Task Number: 5 **Task Cost:** $92,017.33

Task Title: Construction

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will complete construction of the project in accordance with ECOLOGY-accepted plans and specifications. The construction project will include installation of Bioretention facilities to mitigate runoff from approximately 2.43 acres of pollution-generating impervious surfaces.

B. Stormwater Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications, and major change orders approved by ECOLOGY's Project Engineer and shown on the Record Drawings. The Stormwater Construction Completion Form can be found on the ECOLOGY website.

Task Goal Statement:
Construction of the project in accordance with ECOLOGY-accepted plans and specifications.

Task Expected Outcome:
Constructed project will provide water quality benefits including reductions in total suspended solids (TSS), dissolved copper, dissolved zinc, and total phosphorous.

Construction

Deliverables

Number	Description	Due Date
5.1	Signed and dated construction contract. Upload to EAGL and notify ECOLOGY when upload is complete.	
5.2	Stormwater Construction Completion Form. Upload to EAGL and notify ECOLOGY when upload is complete.	

SCOPE OF WORK

Task Number: 6 **Task Cost:** $200.00

Task Title: Project Close Out

Task Description:
The RECIPIENT shall ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will operate and maintain the constructed facility for the design life of the facility. The RECIPIENT will develop and submit an Operations and Maintenance (O&M) plan for all facilities constructed with ECOLOGY funding to ECOLOGY for review. The O&M plan must address long-term activities to assure ongoing pollutant removal and flow-control capability of the project in accordance with the design manual. O&M plan development guidance is located in the Design Deliverables Document available on the ECOLOGY website. Allow 15 calendar days for ECOLOGY review.

B. The RECIPIENT will calculate and submit a final equivalent new/re-development area for the completed retrofit project(s) using the methods outlined in the Design Deliverables Document.

C. The RECIPIENT will submit the final GIS compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent. The project area should include polygon features for stormwater facilities and contributing areas.

D. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.

E. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template.

Task Goal Statement:
The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:
* Timely and complete submittal of O&M plan, equivalent area calculation, GIS, Recipient Closeout Report, and Outcomes Summary Report.

* Proper maintenance of the constructed facility to maintain water quality benefits.

Project Close Out

Deliverables

Number	Description	Due Date
6.1	Facility Operation and Maintenance Plan. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.2	Final, as constructed, equivalent new/redevelopment area determination. Upload to EAGL and notify ECOLOGY when upload is complete.	
6.3	Final, as constructed, project area shapefile, geodatabase file, or ECOLOGY-approved equivalent. Upload to EAGL and notify ECOLOGY when upload is complete. Upload ECOLOGY acceptance documentation.	
6.4	Outcomes Summary. Upload to EAGL and notify ECOLOGY when upload is complete.	

BUDGET

Funding Distribution EG230029

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: SFAP
Funding Type: Grant
Funding Effective Date: 07/01/2022
Funding Expiration Date: 01/31/2024

Funding Source:

Title: SFAP - SFY23

Fund: FD
Type: State
Funding Source %: 100%
Description: Model Toxics Control Capital Account(MTCCA) Stormwater

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%
Recipient Match %: 25%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

SFAP	Task Total
Grant and Loan Administration	$ 2,500.00
Cultural and Environmental Review, and Permitting	$ 500.00
Design Plans and Specifications	$ 25,000.00
Construction Management	$ 3,500.00
Construction	$ 92,017.33
Project Close Out	$ 200.00
	Total: $ 123,717.33

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	25.00 %	$ 30,929.33	$ 92,788.00	$ 123,717.33
Total		**$ 30,929.33**	**$ 92,788.00**	**$ 123,717.33**

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

SECTION 1: DEFINITIONS

Unless otherwise provided, the following terms will have the respective meanings for all purposes of this agreement:

“Administration Charge” means a charge established in accordance with Chapter 90.50A RCW and Chapter 173-98 WAC, to be used to pay Ecology’s cost to administer the State Revolving Fund by placing a percentage of the interest earned in an Administrative Charge Account.

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water quality problem as described in Chapter 173-98-730 WAC.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount.

“Equivalency” means projects designated by ECOLOGY to meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY's Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the Water Pollution Control Facility financed with proceeds of the loan begins to operate for its intended purpose.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: THE FOLLOWING CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

B. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.

b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.

c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTs shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.

2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.

3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.

2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.

3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

i. No hazardous substances were found on the site, or

ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

C. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY’s Water Quality Program funding website.

D. Electronic Fund Transfers: Payment will be issued through Washington State’s Office of Financial Management’s Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

E. Equipment Purchase: Equipment purchases over $5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY’s project manager before purchase. All equipment purchases over $5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

F. Funding Recognition: The RECIPIENT must inform the public about ECOLOGY or any EPA (see Section 3.B for Section

319 funded or Section 5.E for SRF funded projects) funding participation in this project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Sign logos are available from ECOLOGY's Financial Manager upon request.

G. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

H. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

I. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

J. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

K. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

L. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website. (This form is used for Section 319 funds only)

2. "Section 319 Initial Data Reporting" form in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this

agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at http://www2.epa.gov/stylebook/using-epa-seal-and-logo. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."

C. Load Reduction Reporting: The RECIPIENT shall complete the "Section 319 Annual Load Reduction Reporting" form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA's assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: THE FOLLOWING CONDITIONS APPLY TO SECTION 319 AND STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW "Local Government Accounting – Uniform System of Accounting."

B. Acquisitions: Section 319 and SRF Equivalency project RECIPIENTs shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

C. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an

independent auditor, if their organization expends $750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse's Internet Data Entry System available at: https://facweb.census.gov/.

D. Archaeological Resources and Historic Properties (Section 106): The RECIPIENT shall comply with the additional requirements under section 106 of the National Historic Preservation Act (NHPA, 36 CFR 800).

E. Unique Entity Identifier (UEI) and Central Contractor Registration (CCR) Requirements: RECIPIENTs shall have a UEI number. Unless exempted from this requirement under 2 CFR 25.110, the RECIPIENT must ensure that their organization's information in the System for Award Management (SAM), https://www.sam.gov, is kept current through project closeout. This requires that the RECIPIENT reviews and updates the information at least annually after the initial registration, and more frequently if information changes.?

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTs, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.

2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.

3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTs, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.

5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request.

Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact

2. Entity's mailing address, telephone number, and e-mail address

3. The procurement on which the entity bid or quoted, and when

4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTs shall ensure that loan funds provided under this

agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7. Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at http://www.usfa.dhs.gov/applications/hotel/ to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

I. Trafficking In Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons during the period of time this agreement is effective. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

SECTION 5: THE FOLLOWING CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation

2. Opinion of RECIPIENT's Legal Council

3. Authorizing Ordinance or Resolution

4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for SRF Equivalency projects only)

5. CWSRF Federal Reporting Information form available in EAGL

6. Fiscal Sustainability Plan (Asset Management) Certification Form in EAGL (Only required if the project includes construction of a wastewater or stormwater facility construction)

7. Cost and Effectiveness Analysis Certification Form in EAGL (Required for all projects receiving SRF Loan funding)

8. State Environmental Review Process (SERP) Documentation (Required for facility projects only)

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a "treatment works" as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: (For designated equivalency projects only)

1. The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see www.gpo.gov/fdsys/pkg/USCODE-2011-title40/pdf/USCODE-2011-title40-subtitleI-chap11.pdf).

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: In addition to Section 2.F of these Terms and Conditions, the RECIPIENT agrees to comply with the EPA SRF Signage Guidance in order to enhance public awareness of EPA assistance agreements nationwide. The signage guidance can be found at: https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

(i) the execution of this agreement; or

(ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of

ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or

(iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or

(iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest based on the interest rate identified in this agreement as the "Effective Interest Rate," per annum, calculated on the basis of a 365 day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan "Loan Term" as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all of the covenants, agreements, and attachments contained herein.

2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.

3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all of the taxable property within the boundaries of the RECIPIENT.

4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute

a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.

6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

(i) The Loan Amount with interest

(ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:
Department of Ecology
Cashiering Unit
P.O. Box 47611
Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this

agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the

RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and sub contracts in excess of $2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act, and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves "public work" and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the "General Comments" text box of each progress report.

"We verify that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR (If applicable)

- Washington State Prevailing Wage Rate, Chapter 39.12 RCW (Pertaining to all recipients)

- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33"

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT's financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or

2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or

3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.

4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.

2) Prohibit inflow of stormwater into separated sewer systems.

3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient

ECOLOGY or RECIPIENT funds.

2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.

3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.

4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all of its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding. Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property.

Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all of the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set

out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than $30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than $25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov/> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov/>.

For more details on FFATA requirements, see www.fsrs.gov <http://www.fsrs.gov/>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;

2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232 <https://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management (SAM) <https://sam.gov/SAM/> exclusion list.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS
For DEPARTMENT OF ECOLOGY GRANTS and LOANS
06/24/2021 Version

1. ADMINISTRATIVE REQUIREMENTS

a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html)

b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.

c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.

d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (https://ocio.wa.gov/policy/accessibility) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:

• Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.

* For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

• For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).

b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

• Keep the IDP at the project site.
• Make the IDP readily available to anyone working at the project site.
• Discuss the IDP with staff, volunteers, and contractors working at the project site.
• Implement the IDP when Cultural Resources or human remains are found at the project site.

c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.

d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.

• Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.

e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.

b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.

c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.

d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.

e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.

f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.

g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, https://ofm.wa.gov/it-systems/statewide-vendorpayee-services. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.

i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.

c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.

d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

a) RECIPIENT notifies the funding program of an appeal request.

b) Appeal request must be in writing and state the disputed issue(s).

c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.

d) ECOLOGY reviews the RECIPIENT's appeal.

e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.
The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.
Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.
Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.
Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: http://www.ecy.wa.gov/eim.
c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.

b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.

c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
c) RECIPIENT shall use ECOLOGY's provided progress report format.
d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing, https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.
RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement
ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination
All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY
RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER
Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council

FROM: John Doan, City Administrator

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with Homes First for Affordable Housing

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1) Recommended Action:

Approve and authorize the Mayor to sign a Service Provider Agreement with Homes First for a septic to sewer conversion in support of an affordable housing project at 6541 Henderson Boulevard SE.

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2) Background:

In compliance with RCW 39.33.015 and Resolution No. R2021-016, LOTT Clean Water Alliance and the City of Tumwater collaborated to donate a property that had been vacant since 2015, to Homes First to establish additional affordable housing in the City. With the completion of a Boundary Line Adjustment, Tumwater purchased the home from LOTT for $200,000.00 and the City then donated the property to Homes First. Homes First is renovating the home to safely house eight female-identifying low-income people. This house will become the sixth clean-and-sober home for Homes First; the fourth for women in the Oxford House program. Funds will be used for costs specifically related to connecting the house from septic to sewer and decommissioning the septic.

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3) Policy Support:

Strategic Priority: Be a Leader in Environmental Sustainability
Goal: *Continue Septic to Sewer Conversion*
Strategic Priority: Build a Community Recognized for Quality, Compassion and Humanity
Goal: *Complete the Affordable Housing and Houselessness Action Plan*
Plan Goal: *Commit more current City resources to targeted regional homelessness actions*

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4) Alternatives:

- ❑ Revise the Homes First Service Provider Agreement
- ❑ Do not authorize approval of the Agreement

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5) Fiscal Notes:

Funds for this contract will come from the General Fund. The City originally set aside $400,000 for Affordable Housing through the ARP funds to be used for the purchase and property transfer from LOTT Clean Water Alliance to Homes First. The City submitted for other reimbursable costs for the ARP funds, leaving this $98,940 as General Fund to support affordable housing in Tumwater.

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6) Attachments:

A. Homes First Service Provider Agreement

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

HOMES FIRST – AFFORDABLE HOUSING PROJECT

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 20___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and HOMES FIRST, a Washington non-profit 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 CITY has set a 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"; and

WHEREAS, in compliance with RCW 39.33.015 for transfer, lease, disposal of public property for affordable housing and within the City of Tumwater policy established by Resolution No. R2021-016 to regulate the disposition of public property for affordable housing, the CITY transferred ownership of the property at 6541 Henderson Boulevard SE, to Homes First for a permanent supportive affordable housing project; and

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

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

1. SCOPE OF SERVICES.

The SERVICE PROVIDER shall perform such services and accomplish such tasks, including the furnishing of all materials and equipment necessary for full

performance thereof, as are identified and designated as SERVICE PROVIDER responsibilities throughout this Agreement and as detailed in Exhibit "A" Scope of Services attached hereto and incorporated herein (the "Project").

2. TERM.

The Project shall begin no earlier than September 1, 2022, and shall be completed no later than December 31, 2023. 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 NINETY-EIGHT THOUSAND NINE HUNDRED FORTY DOLLARS ($98,940.00) as reflected in Exhibit "A" for costs specifically associated with connecting the house located at 6541 Henderson Boulevard SE, Olympia, Washington, County of Thurston, tax parcel number 12701230202, to sewer and to decommission the septic.

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

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

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

G. Invoices may be submitted immediately following performance

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or

by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

E. Nondiscrimination in Benefits.

Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER’S operations

applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "B".

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

B. The SERVICE PROVIDER shall maintain books, records and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid

pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the CITY, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

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

APPROVED AS TO FORM:

DEBBIE SULLIVAN
Mayor

KAREN KIRKPATRICK
City Attorney

ATTEST:

MELODY VALIANT
City Clerk

SERVICE PROVIDER:
HOMES FIRST
5203 Lacey Boulevard SE, Suite A
Lacey, WA 98503-7236
Tax ID #: 94-3124800
Phone Number: (360) 236-0920

_____
Signature (Notarized – see below)
Printed Name: Trudy Soucoup
Title: Chief Executive Officer

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

_____
Notary Public in and for the State of Washington,
My appointment expires:_____

Homes First

EXHIBIT A

SCOPE OF SERVICES

LOTT Clean Water Alliance and the City of Tumwater recently collaborated to donate the property at 6541 Henderson Blvd SE, Tumwater, to Homes First to establish additional affordable housing in the City, in compliance with RCW 39.33.015 and City of Tumwater Resolution No. R2021-016. The home, previously owned by LOTT, and situated on a 10-acre parcel, has remained vacant since at least 2015.

With the completion of a Boundary Line Adjustment through the City of Tumwater, Tumwater purchased the home from LOTT for $200,000.00 and the City then donated the house to Homes First, to provide for additional affordable housing within the City. Our plan at Homes First is to renovate the home and add four additional bedrooms in order to safely house eight female-identifying low-income people.

Prior to moving the project forward, we are required to disconnect the home from its current septic system and connect it to the City sewer.

Aspects of the project include and are expected to cost or exceed the total contract amount of $98,940.00. Development costs and fees provide for:

- Engineering for design
- Permitting for sewer line
- Plumbing Permit (variable, based on fixtures)
- Sewer Service - Lateral Extension (Gravity Tap)
- Sewer connection charge for Equivalent Residential Unit (ERU)
- Sewer Capacity Development Charge
- Neighborhood survey for sewer line
- Sewer line installation
- Landscaping & patio replacement
- Miscellaneous fees for septic abandonment and sewer connection to comply with all applicable rules and regulations by the local Board of Health, Thurston County, and the City
- Contractor and staff costs to facilitate the septic conversion project

Exhibit B

Chapter 3.46
CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS

Sections:

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

3.46.010 Definitions.

For the purpose of this chapter:

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

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

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

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

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

3.46.020 Nondiscrimination in benefits.

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

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

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: Dan Smith, Water Resources and Sustainability Director

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with Stantec for the Pioneer Park Riparian Restoration Amendment 1

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1) Recommended Action:

Staff requests City Council approve Amendment 1, which updates required contract provisions for the Department of Ecology, and authorize the Mayor to sign this Amendment with Stantec for the Pioneer Park Riparian Restoration project.

---

2) Background:

The southwest portion of Pioneer Park's shoreline is rapidly eroding away, washing approximately 2,380 cubic yards of fine sediment every year into the Deschutes River, threatening a critical stock of Coho salmon. The project underway completes designs, acquires permits, and will ultimately construct a riparian restoration project to stabilize the slope and improve habitat conditions along that stretch of the Deschutes River.

The Washington Department of Ecology (ECY) has recently revised its standard contract language provisions for any agreement underwritten by ECY grant or loan funds. The contract being amended herein was executed prior to ECY's requirement for the language inclusion, and ECY has since requested any contract held by the City funded in whole or in part, to be updated with the revised language.

---

3) Policy Support:

City Council approved the Service Provider Agreement with Stantec for the Pioneer Park Riparian Restoration project on June 29, 2022.

---

4) Alternatives:

- ❑ None. This amendment is required by ECY for the grant-authorized project.

---

5) Fiscal Notes:

There are no funding implications to this contractual amendment.

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6) Attachments:

A. Service Provider Agreement with Stantec for the Pioneer Park Riparian Restoration Amendment 1

A

FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration

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

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

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

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

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

1. THIRD PARTY RIGHTS.

A new section 24 is hereby added as follows:

24. THIRD-PARTY RIGHTS.

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

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

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

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

_____
Debbie Sullivan, Mayor

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

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

State of _____)
) ss
County of _____)

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

Dated:_____

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

TO: City Council

FROM: Carrie Gillum, Water Resources Specialist – Water Resources & Sustainability

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with HDR Engineering for Corrosion Control Study Amendment 1

---

1) Recommended Action:

Staff requests City Council approve and authorize the Mayor to sign Amendment 1 for the Corrosion Control Service Provider Agreement extending the contract term to December 31, 2023. This Amendment 1 was recommended for approval by the Public Works Committee at their December 6, 2022, meeting.

---

2) Background:

Corrosion control is the process of adjusting the pH of drinking water in the distribution system to protect public health and reduce the potential for lead to leach from system and household piping into the water. In 2021, the City hired HDR to evaluate the City's water quality and corrosion control processes and provide recommendations to optimize the system in response to federal and state regulatory requirements. In summer of 2022, the City also completed its mandatory lead and copper sampling, and has asked HDR to update its report with the study results prior to submittal to the WA Department of Health (DOH) in November 2022. This extension will allow for the City to continue discussion with DOH on the report's findings, and evaluate any DOH-required utility improvements with HDR.

---

3) Policy Support:

- WAC 246-290: Monitoring Requirements
- Lead and Copper Rule (LCR): 40 CFR Part 141 Subpart I

---

4) Alternatives:

❑ Reject the term extension.

---

5) Fiscal Notes:

The original contract for the Corrosion Control Study is funded to $87,127.62, funded by the Drinking Water utility. No additional expenses are expected as part of this term extension.

---

6) Attachments:

A. Service Provider Agreement with HDR Engineering for Corrosion Control Study Amendment 1

A

FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
CITY OF TUMWATER CORROSION CONTROL STUDY

This First Amendment ("Amendment") is dated effective this _____day of_____, 20_____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and HDR Engineering, Inc., a Nebraska corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective August 17, 2022, whereby the SERVICE PROVIDER agreed to provide design and permitting services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to extend the term of the Agreement.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

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

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:	SERVICE PROVIDER:
CITY OF TUMWATER	HDR Engineering, Inc.
555 Israel Road SW	929 108th Avenue NE #1300
Tumwater, WA 98501	Bellevue, WA 98004

_____ _____

John Doan, City Administrator

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

APPROVED AS TO FORM:

_____

Karen Kirkpatrick, City Attorney

State of)
) ss
County of _____)

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

Dated:_____ _____

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

TO: City Council

FROM: Jon Weiks, Chief of Police

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with Summit Towing for Towing Services Amendment 3

---

1) Recommended Action:

Authorization for the Mayor to sign the Service Provider Agreement with Summit Towing for Towing Services Amendment 3.

---

2) Background:

Our current towing contract (2nd Amendment) with Summit Towing expired on December 31, 2022. This 3rd Amendment adjusts the towing rates for 2023, which will provide us the time necessary to run a full competitive bid process for 2024-2026.

---

3) Policy Support:

2023-2024 Strategic Priority: *"Provide and Sustain Quality Public Safety Services"*

---

4) Alternatives:

The City operates without a towing contract until a competitive bid process can be completed (approximately 3 months).

---

5) Fiscal Notes:

There are nine different type of fees associated with the towing contract. Four fees are increasing, three fees are decreasing, and two are staying the same. The cost for towing services is circumstance dependent.

---

6) Attachments:

A. 2016-2018 Tow Contract
B. 2019-2021 First Amendment
C. 2022 Second Amendment
D. 2023 Third Amendment

C2016-001 A

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

(TOWING CONTRACT)

THIS AGREEMENT is made and entered into in duplicate this 1st day of January, 2016, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY" and Summit Towing, a Washington State 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 agrees to provide towing and storage of vehicle services as may from time to time be requested by the CITY through the term of this Agreement as follows:

A. Towing of vehicles as requested to the SERVICE PROVIDER'S facility.

B. Towing services to CITY'S storage facility in circumstances where such request is made outside the rotating tow company request policy in effect city-wide. Such circumstances normally occur where a private vehicle constitutes evidence of a crime or where a CITY vehicle becomes inoperable and requires towing.

Other terms and conditions related to SERVICE PROVIDER'S services are set forth in Exhibit "A" attached hereto and incorporated herein.

2. TERM.

The term of this Agreement shall begin on January 1, 2016, and shall extend to December 31, 2018. 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 services performed under this Agreement pursuant to the accepted bid proposal attached hereto as Exhibit "B" and by this reference incorporated herein.

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

E. 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 unless the contract term ends at the end of the calendar year where invoices must be submitted no more than five (5) business days following the end of the calendar year. Failure to submit a timely invoice will result in non-payment of services and funds will be forfeited.

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

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return to work restrictions apply to retirees under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Exhibit "C", for each of SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

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

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.

The SERVICE PROVIDER shall provide a Certificate of Insurance evidencing:

A. Automobile Liability insurance with limits not less than $1,000,000 combined single limit covering all of Service Provider's vehicles.

B. Garagekeeper's Legal Liability insurance covering the care, custody and control of any/all autos in SERVICE PROVIDER'S care or yard with a minimum coverage of $1,000,000 per occurrence and $1,000,000 aggregate limit.

Coverage shall include hook coverage for vehicles in tow.

The CITY shall be named as an additional insured on the insurance policy, as respects 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. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

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.

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

The SERVICE PROVIDER'S insurance shall be primary insurance as respect to the CITY and the CITY shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee

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

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

D. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of $50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in 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.

E. If any assignment and/or subcontracting has 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.

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. 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 last 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 with 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 only in any of the courts of competent jurisdiction in Thurston County, Washington.

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

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

Pete Kmet
Mayor

SERVICE PROVIDER:
Summit-Lewing Inc.
Address: 525 B Ronlee Ln
City/State/Zip: Olympia Wa. 98502
Tax ID #: 20-1876959
Phone Number (360) 754-8858

Signature (Notarized – see below)
Printed Name: Ryen Schultz
Title: Pres.

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4126

EXHIBIT "B"

BID PROPOSAL

In response to the City of Tumwater request for proposals for the towing and/or storage of impounded, and city owned vehicles, the undersigned does hereby submit the following bid (less sales tax) for a three year period from date of contract:

IMPOUND FEE:

A) Class 'A' Tow Truck _____ $ 45.00
B) Class 'B' Tow Truck _____ $ 125.00 per hour
C) Class 'C' Tow Truck _____ $ 125.00 per hour
D) Class 'D' Tow Truck _____ $ N/A
E) Class 'E' Tow Truck _____ $ 45.00

MILEAGE RATE: _____ $ 3.50 a mile

DOLLY RATE: _____ $ 35.00

STORAGE FEE:

A) Outside _____ $ 20.00
B) Inside _____ $ 20.00

STORAGE LOCATION: 525 B Ronlee In NW Oly, Wa. 98502

OTHER (DESCRIBE) winch out Roadside svc. $ 85.00
Lockouts 45.00
Jumpstarts 45.00
tire change 45.00

DATE: 11/3/15

COMPANY NAME:

Summit Towing

Ryan Schultz
Signature

COMPANY ADDRESS:

525 B Ronlee In NW

Olympia, Wa. 98502

Ryan Schultz
Name (Printed)

pres.
Title

EXHIBIT "C"

SERVICE PROVIDER RETIREMENT STATUS FORM

Complete this form for each owner, and each employee, independent contractor or person providing service to the City of Tumwater.

I have retired from a Washington State Retirement System using the 2008 Early Retirement Factor?

☐ Yes ☒ No

I verify the information above is true and correct.

Name of Owner, Employee, Independent Contractor or Person: (Please print)	**Social Security Number** (If answering "yes" above)
Ryan Schultz	[redacted]
Signature	**Date**
Ryan Schultz	11/3/15

FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
TOWING CONTRACT

This First Amendment ("Amendment") is dated effective this 1st day of January, 2019, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Summit Towing, a Washington State Corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated January 1, 2016, whereby the SERVICE PROVIDER agreed to provide towing and storage of vehicle services ("Agreement").

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

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

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2021.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER pursuant to the accepted bid proposal attached hereto as Exhibit "B-1" and by this reference incorporated herein. The total amount of the agreement and this first amendment shall not exceed $30,000.

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

Pete Kmet

Pete Kmet, Mayor

SERVICE PROVIDER:
Summit towing Inc.
525 B Ronlee ln NW
Olympia, WA. 98502

Ryan Schultz

Signature (Notarized – see below)
Printed Name: RYAN Schultz
Title: pres.

ATTEST:

Melody Valiant

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

This record was acknowledged before me on September 28, 2018 (date) by Ryan Schultz (name) of Summit Towing Inc (company).

NOTARY PUBLIC
STATE OF WASHINGTON
NGOC TRUONG
MY COMMISSION EXPIRES
JUNE 26, 2021

Ngoc Truong

Notary Public in and for the State of Washington,

My commission expires: 6/26/2021

Dated: 9/28/2018

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

EXHIBIT "B-1"

BID PROPOSAL

In response to the City of Tumwater request for proposals for the towing and/or storage of impounded, and city owned vehicles, the undersigned does hereby submit the following bid (less sales tax) for a three year period from date of contract:

IMPOUND FEE:

A) Class 'A' Tow Truck _____ $ 165.00
B) Class 'B' Tow Truck _____ $ 135.00 per hour
C) Class 'C' Tow Truck _____ $ 165.00 per hour
D) Class 'D' Tow Truck _____ $ N/A
E) Class 'E' Tow Truck _____ $ 165.00

MILEAGE RATE: _____ $ 3.50 A mile

DOLLY RATE: _____ $ 35.00

STORAGE FEE:

A) Outside _____ $ 45.00
B) Inside _____ $ 45.00

STORAGE LOCATION: 525 B Ronlee NW . Olympia . Wa. 98502

OTHER (DESCRIBE) winch out $ 125.00
Lockouts, Jumpstarts, tire change @ 165.00

DATE: 9/21/18

COMPANY NAME: Summit towing

Ryan Schultz
Signature

COMPANY ADDRESS: 525 B Ronlee ln NW
Olympia, Wa. 98502

Ryan Schultz
Name (Printed)

pres.
Title

C

SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
TOWING CONTRACT

This Second Amendment ("Amendment") is dated effective this 1st day of January, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Summit Towing, a Washington State corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 1, 2016, and a First Amendment dated January 1, 2019 whereby the SERVICE PROVIDER agreed to provide towing and storage services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, extend the term of the Agreement, and increase the rates paid to the SERVICE PROVIDER.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2022.

2. COMPENSATION

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C of the Agreement shall be amended to increase the compensation paid to the SERVICE PROVIDER pursuant to the accepted bid proposal attached hereto as Exhibit "B-2" and by this reference incorporated herein. The total amount of the agreement and this second amendment shall not exceed $30,000.

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
Summit Towing
3534 16th St SE
Olympia, Wa. 98506

Debbie Sullivan, Mayor

Signature (Notarized – see below)
Printed Name: Ryan Schultz
Title: pres.

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington

County of Thurston

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

Dated: 12/14/21

(Signature)
Notary Public in and for the State of Washington
My appointment expires 5/16/24

BRANDY SCHULTZ
COMMISSION EXPIRES
NOTARY PUBLIC
COMMISSION #136263
05-16-24
STATE OF WASHINGTON

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

EXHIBIT "B-2"

BID PROPOSAL

In response to the City of Tumwater request for proposals for the towing and/or storage of impounded, and city owned vehicles, the undersigned does hereby submit the following bid (less sales tax) for a three year period from date of contract:

IMPOUND FEE:

A) Class 'A' Tow Truck _____ $ 70.00
B) Class 'B' Tow Truck _____ $ 135.00 per hour
C) Class 'C' Tow Truck _____ $ 457.00 per hour
D) Class 'D' Tow Truck _____ $ N/A
E) Class 'E' Tow Truck _____ $ 70.00

MILEAGE RATE: _____ $ 3.50

DOLLY RATE: _____ $ 35.00

STORAGE FEE:

A) Outside _____ $ 100
B) Inside _____ $ 100

STORAGE LOCATION: 3534 16th st SE

OTHER (DESCRIBE) winch out $ 135 per hour

DATE: 12/14/21

COMPANY NAME:

Summit Towing

Signature Ryan Schultz

COMPANY ADDRESS:

3534 16th st SE

Olympia, Wa. 98504

Name (Printed) Ryan Schultz

Title pres.

THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
TOWING CONTRACT

This Third Amendment ("Amendment") is dated effective this 1st day of January, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Summit Towing, a Washington State corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective January 1, 2016, and a First Amendment dated January 1, 2019 and a Second Amendment dated January 1, 2022 whereby the SERVICE PROVIDER agreed to provide towing and storage services ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, extend the term of the Agreement, and increase the rates paid to the SERVICE PROVIDER.

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

1. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

2. COMPENSATION

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement, Section 4.C of the Agreement shall be amended to increase the compensation paid to the SERVICE PROVIDER pursuant to the accepted bid proposal attached hereto as Exhibit "B-3" and by this reference incorporated herein. The total amount of the agreement and this Third amendment shall not exceed $35,000.

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
Summit Towing Inc.
3534 6th st SE
Olympia, Wa. 98501

Ryan Schultz

Debbie Sullivan, Mayor

Signature (Notarized – see below)
Printed Name: Ryan Schultz
Title: president.

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of Washington

County of Thurston

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

Dated: 12.22.22

MAKENZIE DENTON
COMMISSION EXPIRES
NOTARY PUBLIC
COMMISSION #21018912
05-20-25
STATE OF WASHINGTON

Makenzie Denton
(Signature)
Notary Public in and for the State of Washington
My appointment expires 5.20.25

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

EXHIBIT "B-3"

BID PROPOSAL

In response to the City of Tumwater request for proposals for the towing and/or storage of impounded, and city owned vehicles, the undersigned does hereby submit the following bid (less sales tax) for a one year period from date of contract:

IMPOUND FEE:

A) Class 'A' Tow Truck _____ $ 75.00
B) Class 'B' Tow Truck _____ $ 225 per hour
C) Class 'C' Tow Truck _____ $ 465 per hour
D) Class 'D' Tow Truck _____ $ N/A
E) Class 'E' Tow Truck _____ $ ~~00~~ 75.00

MILEAGE RATE: _____ $ 5.00

DOLLY RATE: _____ $ 35.00

STORAGE FEE:

A) Outside _____ $ 00.00
B) Inside _____ $ 00.00

STORAGE LOCATION: 3534 6th st SE / 12630 S. BAY RD NE

OTHER (DESCRIBE) winch outs $ 135 per hour

DATE: 12/16/22

COMPANY NAME:

Summit Towing Inc.

Ryan Schultz
Signature

COMPANY ADDRESS:

3534 6th st SE

Olympia, Wa. 98501

Ryan Schultz
Name (Printed)

president
Title

TO: City Council

FROM: Dan Smith, Water Resources & Sustainability Director

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with Greer Environmental Consulting for Project Management Services Amendment 2

---

1) Recommended Action:

Staff requests the City Council approve and authorize the Mayor to sign the Service Provider Agreement with Greer Environmental Consulting (GEC), Amendment 2, for project management services in an amount not to exceed $21,620.00. The Public Works Committee recommended approval at their January 5, 2023 meeting.

---

2) Background:

GEC has been providing support to the Water Resources & Sustainability Department for management of projects in the Storm and Sanitary Sewer utilities. The City received grant funding in February 2022 for the implementation of seven projects spanning salmon recovery, water quality, septic system conversions, flood reduction and supporting equitable communities. This scope amendment covers the addition of one new project, Somerset Hill Drive Culvert Replacement, and the minor modification of two other projects.

---

3) Policy Support:

- Remove obstructions to fish passages
- Ensure ample water supply
- Continue septic-to-sewer conversions

---

4) Alternatives:

- ❑ Consider a different approach to managing seven grant projects within funding requirements and three additional projects in support of City and department priorities.

---

5) Fiscal Notes:

GEC's three-year contract provides for the management of ten projects at an estimated value of over $15M. Grant funding supports this contract for seven of the ten projects, with project management services reimbursable up to 75%. All non-grant funds are provided by the Storm Drain and Sanitary Sewer Funds.

---

6) Attachments:

A. Service Provider Agreement with Greer Environmental Consulting Amendment 2

A.

SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Greer Environmental Consulting

This Second Amendment ("Amendment") is dated effective this 19th day of July, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and GREER ENVIRONMENTAL CONSULTING, an Oregon corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 10, 2022, whereby the SERVICE PROVIDER agreed to provide facilitative services for the Greer Environmental Consulting ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to continue the services described in Section 1 of the Agreement, add additional services, and increase the compensation paid to the SERVICE PROVIDER.

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

1. SCOPE OF SERVICES

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

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit “A-1” during the term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed TWENTY ONE THOUSAND SIX HUNDRED TWENTY and 00/100 DOLLARS ($21,620.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement and this First Amendment shall be an amount not to exceed THREE HUNDRED FIVE THOUSAND NINE HUNDRED SEVENTY and 00/100 DOLLARS ($305,970.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

Greer Environmental Consulting
2872 NW Kennedy Court
Portland, OR 97229

_____
Debbie Sullivan, Mayor

_____
Signature (Notarized – see below)
Printed Name: Meridith Greer
Title: Owner / Project Manager

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

State of Washington)
) ss
County of _____)

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

Dated:_____

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

TO: City Council

FROM: Chuck Denney, Parks & Recreation Director

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with Skillings Inc. for the Golf Course Parking Lot Stormwater Retrofit Design

---

1) Recommended Action:

Staff requests City Council authorize the Mayor to sign the Service Provider Agreement with Skillings Inc. for the design, permitting, and construction of a bioretention facility at the Tumwater Valley Golf Course. The agreement was recommended for approval by the Public Works Committee at their January 5, 2023 meeting.

---

2) Background:

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

Skillings Inc., will complete the design and permitting for this project. Skillings Inc. previously completed a feasibility study in the fall of 2021 at this site and have the experience and technical ability to be great partners for this work.

---

3) Policy Support:

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

---

4) Alternatives:

- ❑ Request changes to the proposed Service Provider Agreement.

---

5) Fiscal Notes:

The City received a $123,717.33 grant from ECY. The City will contribute the 25% match ($92,788.00) for the design and construction of this project.

---

6) Attachments:

A. Service Provider Agreement with Skillings for the Golf Course Parking Lot Stormwater Retrofit Design

A

CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT

GOLF COURSE PARKING LOT STORMWATER RETROFIT DESIGN AND PERMITTING

THIS AGREEMENT is made and entered into in duplicate this 15day of December, 2022___, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and _____Skillings Inc._____, a Washington corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than _____12/15/2022_____ (date), and shall be completed no later than _____12/31/2023_____ (date). This

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

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

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, rule or government contract.

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

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

against discrimination. The SERVICE PROVIDER shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

of this Agreement.

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

23. THIRD-PARTY RIGHTS.

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

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

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

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

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

DEBBIE SULLIVAN
Mayor

Signature (Notarized – see below)
Printed Name: Patrick Skillings
Title: Vice President

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Notary Required for Service Provider Only
STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:

Notary Public in and for the State of Washington,
My appointment expires:

EXHIBIT A
SCOPE OF WORK

Prepared for:

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

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

Work is anticipated to include the following:

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

Project Assumptions:

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

Task 10 – Project Management

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

Assumptions:

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

Task Descriptions:

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

Deliverables:

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

Task 20 – Topographic Survey

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

Assumptions:

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

Task Descriptions:

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

Deliverables:

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

Task 30 – Geotechnical Investigations

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

Assumptions:

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

Task Description:

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

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

Deliverables:

- Preliminary Geotech report
- Final Geotech Report

Task 40 – 60% Design Plans

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

Assumptions:

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

Task Descriptions:

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

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

Deliverables:

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

Task 50 – Environmental Documentation and Permitting

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

Assumptions:

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

Task Description:

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

Deliverables:

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

Task 60 – 90% PS&E

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

Assumptions:

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

Task Descriptions:

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

Deliverables:

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

Task 70 – 100% PS&E

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

Assumptions:

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

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

Tasks:

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

Deliverables:

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

END SCOPE OF WORK

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

CONSULTANT COST COMPUTATION – MAN-HOURS

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

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

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

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

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

CONSULTANT COST COMPUTATION – SUMMARY

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

PREPARED BY: Ian Y. Lee, PE **DATE:** 10/18/2022

REVIEWED BY: Patrick E. Skillings, PMP **DATE:** 10/18/2022

CONSULTANT COST COMPUTATION – EXPENSES

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

TO: City Council

FROM: Bill Lindauer, Engineering Services Manager

DATE: January 17, 2023

SUBJECT: Service Provider Agreement with SCJ Alliance for the Capitol Boulevard /Trosper Road Intersection Improvement Project Fourth Amendment

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1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Fourth Amendment to the Service Provider Agreement for the Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration project with SCJ Alliance for an additional amount of $43,256.20, for a total amount not to exceed $1,663,257.90.

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2) Background:

In 2018, the City entered into a Service Provider Agreement with SCJ Alliance for the Capitol Boulevard/ Trosper Road Intersection Improvement Project. The Agreement included a scope of services for the initial scope the project, gathering survey and geotechnical information needed to complete the preliminary and final design, and preparation of the Roundabout Geometric Approval Packages for WSDOT approval. The First Amendment was to prepare the scope of services in order to complete the final design, including plans, specifications and estimates, and to complete the proposed right-of-way acquisition. The Second Amendment was an extension of time only. The Third Amendment included additional water main design work.

This Fourth Amendment provides right-of-way mapping by the project surveyors, right-of-way negotiation services, and infiltration monitoring well decommissioning.

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3) Policy Support:

Strategic Priorities and Goals 2021-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Construct an inter-connected bicycle and pedestrian system, including developing improved neighborhood connections and enhancing overall bicycle and pedestrian safety.

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4) Alternatives:

- ❑ Request changes to the scope of work and budget.

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5) Fiscal Notes:

The funds are available in the Transportation CFP and are part of the Transportation Improvement Board (TIB) grant.

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6) Attachments:

A. Fourth Amendment to Service Provider Agreement for Interstate 5 / Trosper Road / Capitol Boulevard Reconfiguration Project

FOURTH AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
CAPITOL BOULEVARD/TROSPER ROAD INTERSECTION
IMPROVEMENT PROJECT

This Fourth Amendment ("Amendment") is dated effective this _____day of _____, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and Shea, Carr & Jewell, Inc., dba SCJ Alliance, a Washington corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective March 21, 2018, and First Amendment dated October 31, 2018, and Second Amendment Dated January 6, 2021, and Third Amendment dated November 10, 2021, , whereby the SERVICE PROVIDER agreed to provide design services ("Agreement").

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

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

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit “A-4,” attached hereto and incorporated herein.

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2023.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit “A-4”, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to

exceed **Forty Three Thousand Two Hundred Sixty Five and 20/100 Dollars ($43,265.20)**. The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, First Amendment, Second Amendment, Third Amendment and this Fourth Amendment shall be an amount not to exceed **One Million Six Hundred Sixty Three Thousand Two Hundred Fifty Seven and 90/100 Dollars ($1,663,257.90)**.

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

SERVICE PROVIDER:
Shea, Carr & Jewell, dba SCJ Alliance
8730 Tallon Lane NE, Suite 200
Lacey, WA 98516

_____
Debbie Sullivan, Mayor

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

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

_____
Notary Public in and for the State of Washington,
My appointment expires:_____.

SCJ ALLIANCE
CONSULTING SERVICES

Exhibit A
Scope of Work and Fees Summary – Amendment #4
Capitol Boulevard/Trosper Road Intersection Improvement Project
Tumwater, WA

Prepared For: Bill Lindauer, PE, Engineering Services Manager

Prepared By: Scott Sawyer, PE

Date Prepared: November 28, 2022

Overview

Original Contract March 21, 2018

The objective of this project is to improve the Capitol Boulevard/Trosper Road intersection. The project includes constructing three roundabouts and a new street (6th Avenue) between Trosper Road and Lee Street. The roundabouts are located at Capitol Boulevard/Trosper Road, Trosper Road/6th Avenue, and the northbound I-5 ramp terminal on 6th Avenue. The project will construct pedestrian facilities, retaining walls, and stormwater facilities (collection/conveyance, treatment, and flow control). Previous work included completing an Interchange Justification Report (IJR) and the NEPA Categorical Exclusion documentation as part of the Capitol Boulevard Corridor Planning and Feasibility Study. The IJR and NEPA CE were completed in August 2017.

The initial scope of the project included the topographic survey, geotechnical investigations, roundabout geometric approval packages, and scoping meetings with WSDOT. The work also includes a task for project chartering to determine critical success factors, goals, and overall objective of the project. This will aid in developing the final design and right-of-way scope and fee for the project.

Amendment 1 October 31, 2018

Included right-of-way services to prepare project funding estimates and appraisals, prepare a relocation plan for the Sound Credit Union, Restaurant, and long term stay motel tenants and owners, scope to prepare the limited access plan per WSDOT requirements, and preliminary design.

Amendment 2 January 6, 2021

Extended the contract date.

Amendment 3 (November 10, 2021)

Included added work for water, sewer, buffer/sidewalk width at roundabouts, joint utility trench design, landscaping, right of way, and stormwater.

Amendment 4 (this amendment)

Includes added work for the following:

- Right of way mapping and record of survey (DEA)
- Right of way negotiations (UFS)
- Monitoring well decommissioning (Landau)

Task 6 Right-of-Way Mapping (by DEA) (added work and new work)

This amendment adds budget to Subtask 6.4 (added by Amendment 3) and adds new work as Subtask 6.5 – Record of Survey. The Record of Survey work is for added work beyond the budget covered by Management Reserve MRF10.

Subtask 4 Legal Descriptions and Exhibits (added work)

2) Legal Descriptions and Exhibits: Provide the following added right of way mapping services:
   - Prepare legal description for TPN 128353306000.
   - Prepare limited access exhibit map for TPN 12834444100.
   - Extend I-5 right of way calculations beyond the interchange area to the next quarter-section line per WSDOT comments to the draft Right of Way and Access Plan.
   - Confirm limited access plan base mapping against legal descriptions and exhibits.
   - Prepare legal descriptions and exhibits for two easements (signage and ingress/egress)
   - Prepare final right of way base mapping for existing right of way, proposed right of way, and proposed limited access limits in two datums, (1) City datum – State plane/grid, and (2) WSDOT datum – project datum/ground. The original scope of work assumed work in the City datum only.

Subtask 5 Record of Survey (new work)

3) Record of Survey: Perform additional field work to tie monuments requested by WSDOT and update the record of survey per WSDOT comments.

4) Consistency Check: Confirm consistency between the Record of Survey and Right of Way and Access Plan.

Task 7 Right-of-Way Services (by UFS) (added work)

This amendment adds budget to Subtask 8.4 from the Original Agreement.

Subtask 10 Added Negotiation Services (added work)

1) Parcel 1 (Shalimar Suites): During initial relocation interviews it was discovered there were two additional displacees residing at the Shalimar Suites Hotel. This required additional relocation services. Obtain a new appraisal for the condemnation action being prepared by the City's contract attorney.

2) Parcel 3 (Mitchell BK/Burger King): Construction sequencing requires a portion of the Temporary Construction Easement rights be extended to a two-year term. Revise the offer letter and provide additional negotiations.

3) Parcel 4 (Billingsley/Shank): This parcel contained numerous issues regarding outdated ownership information on the county assessor's website, unresolved ownership transfer from Mrs. Shank, and existing access easements which required several months of research by the project team. Due to the time elapsed after appraisal completion, prepared a new appraisal review.

4) Parcel 5 (Billingsley/Dutch Bros. Coffee): This parcel contained numerous issues regarding outdated ownership information on the county assessor's website. The original appraisal considered the property severely damaged, and the appraisal reviewer declared the remainder parcel may be an uneconomic remnant. It was originally anticipated that the partial acquisition would require extensive remodeling of the building as part of compensation to cure damages to the coffee shop building and if such modifications were not feasible, the tenant may have to be relocated. It was later determined that with adequate interior traffic circulation and parking revisions, the design team and the City were able to make the site work for the present occupants. Per the revised design, prepare a new appraisal and appraisal review to value costs to cure damages which were not included in the original offer, along with offer letter revisions and additional negotiation.

5) Parcel 9 (Thompson Furniture): It was discovered that this parcel owner had storage trailers located within the acquisition areas. Provide relocation services related to the storage trailers.

6) Bouffiou Parcel: Late in the project, it was determined the roadway intersection of Trosper Road SE and Linda Street would impact a parcel owned by Judith Bouffiou. This parcel was not included in the original scope of work. Provide appraisal and negotiation services.

7) Access Rights Transfer: Assist the City as requested with transfer to of access deeds to WSDOT.

Task 21 Infiltration Testing & Groundwater Monitoring (by Landau) (added work)

This amendment adds budget for well decommissioning of two monitoring wells. The original work was funded by Management Reserve Fund item MRF6.

Subtask 1 Well Decommissioning (added work)

1) Well Decommissioning: Subcontract a licensed driller to decommission the two groundwater monitoring wells in accordance with WAC 173-160. Email the project team confirmation that the wells have been decommissioned.

END OF PROPOSAL

Consultant Labor Hour Estimate

SCJ Alliance

SCJ ALLIANCE
CONSULTING SERVICES

Client: City of Tumwater
Template Version: 9/9/2022

Project: Capitol/Trosper - Amendment 4
Contract Type: Billing Rate Schedule

Job #: 00-062525

File Name: 2022-1128 Capitol Blvd-Trosper Rd_Amendment 4_Fee.xlsm

		Scott Sawyer	Sam Rowswell	Matt Weyrauch	Whitney Holm	Colin Owen	
Phase & Task No.	***Phase & Task Title***	**Principal**	**E4 Engineer**	**Senior Technician**	**PM2 Project Manager**	**L4 Landscape**	***Total Direct Labor Hours & Cost***
TASK 6	**RIGHT OF WAY MAPPING (by DEA) (added work and new work)**						
Subtask 4	**Legal Descriptions and Exhibits (added work)**						
2	Legal Descriptions and Exhibits						
	Subtotal Hours:						
Subtask 5	**Legal Descriptions and Exhibits (added work)**						
1	Record of Survey						
2	Consistency Check						
	Subtotal Hours:						
	Total Phase Hours:						
	Total Phase Direct Labor:						
TASK 7	**RIGHT OF WAY SERVICES (by UFS) (added work)**						
Subtask 10	**Added Negotiation Services (added work)**						
1	Parcel 1 (Shalimar Suites)						
2	Parcel 3 (Mithell BK/Burger King)						
3	Parcel 4 (Billingsley/Shank)						
4	Parcel 5 (Billingsley/Dutch Bros. Coffee)						
5	Parcel 9 (Thompson Furniture)						
6	Bouffiou Parcel						
7	Access Rights Transfer						
	Subtotal Hours:						
	Total Phase Hours:						
	Total Phase Direct Labor:						
TASK 21	**INFILTRATION TESTING & GROUNDWATER MONITORING (by Landau) (added work)**						
Subtask 1	**Well Decommissioning**						
1	Well Decommissioning						
	Subtotal Hours:						
	Total Phase Hours:						
	Total Phase Direct Labor:						
	Total Hours All Phases						
	Total Direct Labor Estimate All Phases						

Consultant Fee Determination Summary

SCJ Alliance

Client: City of Tumwater
Project: Capitol/Trosper - Amendment 4
Job #: 00-062525
File Name: 2022-1128 Capitol Blvd-Trosper Rd_Amendment 4_Fee.xlsm

Template Version: 9/9/2022
Contract Type: Billing Rate Schedule

Consultant Fee Determination

DIRECT SALARY COST

Classification	Hours	Fully Burdened Rate	Amount
Principal	0.0	$260.00	$0.00
E4 Engineer	0.0	$145.00	$0.00
Senior Technician	0.0	$135.00	$0.00
PM2 Project Manager	0.0	$165.00	$0.00
L4 Landscape	0.0	$115.00	$0.00

TOTAL SALARY COST

Total Salary Cost **$0.00**

SUBCONSULTANTS

David Evans & Associates	TASK 6	RIGHT OF WAY MAPPING (by DEA)	$14,240
Universal Field Services	TASK 7	RIGHT OF WAY SERVICES (by UFS)	$20,892
Landau	TASK 21	INFILTRATION TESTING & GROUND\WATER MONITORING (by LANDAU)	$4,200

Subconsultant Fee Subtotal: $0 **$39,332.00**
Subconsultant Markup: 10% **$3,933.20**

REIMBURSABLE EXPENSES

Copies, Printing, etc.	0.0%	of the Total Salary Costs			$0.00
Mileage	0	miles at	$0.625	per mile	$0.00

Expenses Subtotal: **$0.00**
Expenses Markup: 0% **$0.00**

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **$43,265.20**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: $0 **$0.00**

Total Estimated Budget: **$43,265.20**

Phase 6 - David Evans & Associates

DAVID EVANS AND ASSOCIATES, INC.
SURVEY COST ESTIMATE WORKSHEET **Prepared By:** SMD

DATE: 15-Nov-22 **Estimate:** $ 14,300

PROJECT NAME: Capitol Trosper Road Survey Amendment No. 4 - Task 6 ROW Mapping

Personnel	Hrly. Rate		Est. Hrs.		Totals
Survey Manager (SVYM)	$ 240	X	6.5	=	$ 1,560
Sr PLS (SPLS)	$ 190	X	0.0	=	$ -
PLS (PLSU)	$ 150	X	42.0	=	$ 6,300
Survey Tech (SVT3)	$ 130	X	0.0	=	$ -
Survey Tech (SVT2)	$ 120	X	34.0	=	$ 4,080
2 Person Survey Crew	$ 230	X	8.0	=	$ 1,840
1 Person Survey Crew	$ 165	X	0.0	=	$ -
Admin Support (ADMA)	$ 115	X	4.0	=	$ 460
			94.5		
			Subtotal Labor Costs:		$ 14,240.00

Expenses:

Mileage	103	X	$ 0.58	=	$ 59.74
Shipping		X	$ 20.00	=	$ -
PerDiem		X	$ 237.00	=	$ -
Title Report		X	$ 450.00	=	$ -
Special Equipment Costs	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
Utility Locate Subconsultant	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
Subconsultant markup @	10%			=	$ -
Field Materials	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
Maps (Kroll, City, County, etc	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
Title Report	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
Recording (if applicable)	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
Equip. Rental & Misc. Other	Enter estimated costs >>>>>>>>>>>>>>>>			=	$ -
			Subtotal Expenses:		$ 59.74

BREAKDOWN BY TASK	SVYM	SPLS	PLSU	SVT3	SVT2	2 CREW	1 CREW	ADMA	Task Fee	Notes / Summary of What The Task Includes
Task 6 ROW Mapping										
Legal Desc 128353306000	1.0		10.0		8.0			0.5	$2,758	Parcel Calcs, Legal, and Exhibit for Parcel
L/A Exhibit for 12834444100	0.5		2.0		6.0			0.5	$1,198	Prepare limited access exhibit for TPN 12834444100
Extend I5 R/W Calcs	1.0		8.0		4.0	8.0		1.0	$3,875	Extended north and south to section line per WSDOT request for ROS
Confirm L/A Plan w/Legals	1.0		6.0					0.5	$1,198	Review L/A Plan to confirm it matched legal descriptions
Sub Total	3.5	0.0	26.0	0.0	18.0	8.0	0.0	2.5	$9,028	
Task 6 ROW Mapping										
Easement Legal Descriptions	2.0		10.0		10.0			1.0	$3,295	Prepare Legal Desc & Exhibit for a signage esmt and ingress/egress esmt.
Prepare Final ROW Base	1.0		6.0		6.0			0.5	$1,918	Prepapre final ROW base files in 2 Datums
									$0	
									$0	
									$0	
									$0	
									$0	
Sub Total	3.0	0.0	16.0	0.0	16.0	0.0	0.0	1.5	$5,213	
Task X.2										
									$0	
									$0	
									$0	
									$0	
									$0	
									$0	
Sub Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0	
Task X.3										
									$0	
									$0	
									$0	
									$0	
									$0	
									$0	
Sub Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0	
Task X.4										
									$0	
									$0	
									$0	
									$0	
									$0	
									$0	
Sub Total	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	$0	
Grand Total	6.5	0.0	42.0	0.0	34.0	8.0	0.0	4.0	**$ 14,240**	

Phase 7 - Universal Field Services

FIRM: **UNIVERSAL FIELD SERVICES, INC.**

Client: SCJ / City of Tumwater
Project: **Capitol Blvd Corridor / Trosper Road**
Amendment 4
Prepared by: MSreinhart
Date: November 17, 2022

Preliminary Right of Way Support Services	Row Oversight	Project Manager	Sr. Acq. Specialist	Sr. Relocation Specialist	Sr. Title Escrow Specialist	Sr. Admin Specialist	Mileage	UFS Labor
Task 7 - Subtask 10 Direct Salary Cost	**$109.70**	**$94.24**	**$81.05**	**$81.05**	**$60.31**	**$52.77**	**$0.625**	
Task Items								
1) Shalimar Suites - Additional Tenants	4	7	0	51	0	1	125.0	$ 5,284.80
								$ -
2) Mitchell BK - @ Year TCE	1.0	3.0	15.0	0.0	3.0	4.0	0.0	$ 2,000.18
3) Billingsley/Shank	1.0	3.0	12.0	0.0	0.0	2.0	0.0	$ 1,470.56
4) Billingsley/Dutch Bros.	1.0	12.0	22.0	0.0	2.0	1.0	50.0	$ 3,197.07
5) Thompson Furniture Relocation	1.0	6.0	0.0	35.0	0.0	6.0	425.0	$ 3,828.51
6) Buiffiou Acquisition and Appraisal	2.0	2.0	10.0	0.0	2.0	2.0	75.0	$ 1,444.54
7) Access Deeds Transfer to WSDOT	0.0	8.0	8.0	0.0	0.0	8.0	0.0	$ 1,824.48
Subtotal	**10.0**	**41.0**	**67.0**	**86.0**	**7.0**	**24.0**	**675.0**	**$ 19,050.14**
TOTAL LABOR	**$ 1,097.00**	**$ 3,863.84**	**$ 5,430.35**	**$ 6,970.30**	**$ 422.17**	**$1,266.48**		**$ 19,050.14**

DIRECT EXPENSE ITEMS:	Rate	Units	Quantity	Cost	
Mileage	$0.625	675.0		$421.88	
Miscellaneous (copies of recorded documents, etc.)	at cost	N/A		$400.00	
TOTAL DIRECT EXPENSE ITEMS				**$821.88**	**$ 821.88**

SUBCONSULTANTS

Appraisal	**$ 1,020.00**
SUBCONSULTANT TOTALS	**$ 1,020.00**

TOTAL LABOR & DIRECT REIMBURSABLE EXPENSE ITEMS **$ 20,892.02**

SCJ ALLIANCE

Scott Sawyer <scott.sawyer@scjalliance.com>

Interstate 5, Trosper Road, Capitol Boulevard Project Proposal for Well Decommissioning

Lance Levine <LLevine@landauinc.com> Mon, Nov 28, 2022 at 12:53 PM
To: Scott Sawyer <scott.sawyer@scjalliance.com>
Cc: "david.hall@scjalliance.com" <david.hall@scjalliance.com>, Patrick Holm <patrick.holm@scjalliance.com>, Sam Rowswell <sam.rowswell@scjalliance.com>, Mallory Skinner <MSkinner@landauinc.com>, Steve Wright <swright@landauinc.com>

Scott,

I did not notice that your email had different recipients than Bill's email, so I am sending the same information here.

The following is a breakdown of the costs for decommissioning the wells at !-5 and Trosper. Attached is Holocene's estimate. Please let me know of any questions.

Thank you,

Item	Unit	Rate	Cost
Mobilization/Demobilization	1	650	650
Well Decommission Each	2	315	630
Monument Removal Per Each	2	395	790
Tax (9.4%)		9.4%	194.58
Landau Markup (12%)		12%	271.75
		Subtotal	2536.33

PM (WSDOT coordination; pick up, setup, and return traffic signs; onsite monitoring; final restoration per permit; close permit with WSDOT)	6	215	1290
Traffic Control Signs Rental	4	50	200
Traffic Control Cones Rental	20	2	40
Admin	1	125	125
		Subtotal	1655

Total	4191.33

Thank you,

// **LANCE LEVINE** PE

LANDAU ASSOCIATES

D: 360.628.5109 M: 360.259.7660

[Quoted text hidden]

Est_33460_from_Holocene_Drilling_11924.pdf
568K

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION • DEWATERING

Holocene Drilling
11412 62nd Ave E.
Puyallup, WA 98373
Phone# 253-848-6500
Fax# 253-848-6515
jroot@holocenedrillinginc.com
Jon Root

Estimate

Date: 11/10/2022
Estimate # 33460
Project: Trosper Well Decomms.

Landau Associates, Inc.
500 Columbia St NW, Ste 110
Olympia, WA 98501
Attn: Lance Levine
llevine@landauinc.com

Office: 360-791-3178
Cell: 360-259-7660

Washington HOLOCD*782MG

Scope / Description	Qty	Rate	Total
Mobilization/Demobilization	1	650.00	650.00T
Well Decommission Each	2	315.00	630.00T
Monument Removal Per Each	2	395.00	790.00T
Well ID#'s BNP-038 and BNP-039			

This estimate is based on information provided, and assumes the work does not require any Prevailing, Davis-Bacon, Union, or other non-standard wage considerations unless specified. Payment for the work will be made within 30 days of receipt of invoice. Holocene requires client provide utility locating and marking services and the public locate ticket number. We will not be responsible for damage to underground improvements not clearly and accurately marked. Client is responsible for obtaining any site-specific permits (excluding D.O.E. Notices of Intent), and obtaining site access for the drill rig and support truck as specified in the scope with no overhead wires within 10' of the holes. This Estimate is valid for thirty (30) days from the above date.

Subtotal	$2,070.00
Sales Tax (9.4%)	$194.58
Total	$2,264.58

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TO: City Council

FROM: Alyssa Jones Wood, Sustainability Coordinator – Water Resources & Sustainability

DATE: January 17, 2023

SUBJECT: SolSmart Solar Statement

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1) Recommended Action:

Staff requests City Council authorize the Mayor to sign a solar statement to begin the process of seeking SolSmart accreditation. The Public Works Committee recommended approval at their January 5, 2023 meeting.

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2) Background:

SolSmart is a national technical assistance and designation program designed to recognize local jurisdictions for encouraging solar energy growth and addressing barriers to solar energy. This program was created in 2016 by the U.S. Department of Energy's Solar Energy Technologies Office. Within SolSmart there are Bronze, Silver, and Gold designation levels. Eight (8) communities in Washington have been designated under SolSmart:

4 Bronze: Bainbridge Island, Edmonds, Bellevue, and Langley
1 Silver: King County
3 Gold: Olympia, Issaquah, and Mercer Island

SolSmart is included as Action B5.5 in the Thurston Climate Mitigation Plan which was accepted by City Council via Resolution 2021-001 on January 19, 2021.

The SolSmart Solar Statement is the first prerequisite (PR-1) in the SolSmart program and signing this statement qualifies the City to receive technical assistance for the program from a SolSmart consultant.

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3) Policy Support:

- 2023-2024 Strategic Priority: Be a leader in environmental sustainability.
  - Streamline permitting for green projects; and
  - Continue to update and advance the Climate Action Plan

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4) Alternatives:

❑ Recommended revisions to the SolSmart Solar Statement.

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5) Fiscal Notes:

Technical assistance is available at no cost to the City. To achieve Silver designation the City will have to provide staff training for permitting, inspection, and planning staff.

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6) Attachments:

A. SolSmart Solar Statement
B. SolSmart Program Guide

A

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Monday, December 5, 2022

Scott Annis
International City/County Management Association
777 North Capitol St. NE, Ste. 500
Washington, DC 20002

Theresa Perry
Interstate Renewable Energy Council
125 Wolf Road, Suite 207
Albany, NY 12205

Dear Scott Annis and Theresa Perry:

On behalf of **the City of Tumwater**, I am proud to announce our commitment to become a SolSmart-designated community. In partnership with the SolSmart team, **Tumwater**'s dedicated staff members will work to improve solar market conditions, making it faster, easier, and more affordable for our residents and businesses to install solar energy systems. These efforts will also increase the efficiency of local processes related to solar development, which may save our local government time and money.

The City of Tumwater will leverage SolSmart to achieve the following goals:

- **Develop a streamlined process for solar permitting or inspections.**
- **Install solar energy systems on key local government facilities.**
- **Develop and execute a solarize campaign.**

These efforts demonstrate that our community is committed to driving continual improvement in our solar market, and in the process of doing so, all the related areas identified as community priorities in our **Climate Action Plan**.

In order to measure progress along the way, **Tumwater** will track key metrics related to solar energy deployment, such as installed solar capacity, and the number of installations across sectors.

Inquiries related to **Tumwater**'s SolSmart participation can be directed to Alyssa Jones Wood at **ajoneswood@ci.Tumwater.wa.us** or **(360) 754-4140**.

Sincerely,

Debbie Sullivan
Mayor

B

SOLSMART
NATIONALLY DISTINGUISHED. **LOCALLY POWERED.**

PROGRAM GUIDE



WWW.SOLSMART.ORG

AUGUST 2022

SolSmart Program Guide:

Recognizing Local Solar Achievements!

Welcome to the SolSmart Program Guide, a comprehensive resource to guide local governments through the SolSmart designation and technical assistance process.

Why SolSmart?

Across the United States, communities are turning to solar energy for clean, reliable, and affordable electricity to power their homes and businesses. Rapidly declining prices for solar technologies have brought vast amounts of solar energy into the mainstream within a few short years. Millions of Americans now rely on solar to power the necessities of modern life.

In addition to keeping the lights on, solar energy provides many environmental, social, and economic benefits. It is a carbon-free electricity source that is an essential part of any strategy to reduce greenhouse gas emissions. An increasing number of communities are now using solar to meet climate change goals or renewable energy targets. At the same time, solar energy is a primary driver for job creation and economic growth. Interstate Renewable Energy Council's *National Solar Jobs Census* found that solar employs nearly 250,000 American workers as of 2019, and since 2010 the size of the solar workforce has grown by 167 percent.[1]

Those who have taken advantage of the opportunity to install solar panels are finding that solar saves money. Homeowners, businesses, schools, and local governments are using solar energy to drastically reduce their utility costs. Meanwhile, in the face of costly natural disasters that threaten the reliability of the electricity grid, solar can be combined with battery storage to provide backup power and make communities more resilient.

Yet, solar "soft costs" have significant local impacts on the affordability of solar energy systems. "Soft costs" refer to business processes or administrative costs that can increase the time and money it takes to install a solar energy system — costs that are then passed on to customers. These costs arise due to sales and marketing, permitting processes, planning, and zoning considerations, financing, and a wide variety of other factors. Overall, these soft costs represent about 64% of the total cost of a solar energy system.[2]

To address solar soft costs at the local level, the U.S. Department of Energy's Solar Energy Technologies Office (SETO) funds SolSmart, a national designation and technical assistance program. SolSmart recognizes local governments that have taken key steps to address barriers to solar energy and provides no-cost technical assistance to accelerate the development of local solar energy markets.

SolSmart benefits three primary stakeholders at the local level. The first is solar customers that can enjoy a greater return on their investment if soft costs are reduced. Cumbersome local government processes can add up to $2,500 or more to the cost of a homeowner going solar.[3] Second, local governments benefit from the time and money saved by cutting red tape and making processes more efficient. For example, providing more accessible information on permit and inspection processes can decrease the volume of questions from installers and the number of incomplete applications, thereby reducing demands on staff time. Finally, local solar companies benefit from transparent and standardized processes that reduce barriers to entering the

[1] Interstate Renewable Energy Council, *National Solar Jobs Census 2019*, February 2020, available at http://www.solarjobscensus.org
[2] U.S. Department of Energy, *Soft Costs Webpage, available at* https://www.energy.gov/eere/solar/soft-costs
[3] Jesse Burkhardt et al., "How Much Do Local Regulations Matter? Exploring the Impact of Permitting and Local Regulatory Processes on PV Prices in the United States," *Electricity Markets & Policy*, September 2014, https://emp.lbl.gov/publications/how-much-do-local-regulations-matter.

market, reduce administrative costs, and improve customer satisfaction.

As of June 2021, more than 400 communities in 41 states plus the District of Columbia and U.S. Virgin Islands have achieved designation as SolSmart Gold, Silver, or Bronze. The program's broad national reach is helping communities in all parts of the country make it faster, easier, and more affordable to go solar. The designation program is led by the International City/County Management Association, while the technical assistance program is led by Interstate Renewable Energy Council.

SolSmart Designation Criteria

SolSmart uses objective criteria based on established solar energy best practices to measure local government progress toward creating a solar-friendly community. Local governments that complete the necessary requirements are awarded SolSmart Bronze, Silver, or Gold Designation.







There are three levels of SolSmart designation for local governments. Below are the requirements for each level

Bronze	60 Total Points	3 Pre-requisite Credits
	☐ 20 Points in Permitting & Inspection ☐ 20 Points in Planning & Zoning ☐ 20 Points from any Special Focus category	☐ Complete the Solar Statement (PR-1) ☐ Complete solar permitting checklist (PI-1) ☐ Complete zoning review (PZ-1)
Silver	**100 Total Points**	**3 Pre-requisite Credits**
	☐ Complete bronze designation requirements	☐ Complete permit staff training (PI-2) ☐ Complete inspection staff training (PI-3) ☐ Complete zoning clarification (PZ-4)
Gold	**200 Total Points**	**2 Pre-requisite Credits**
	☐ Complete silver designation requirements	☐ Complete permit turnaround time (PI-4) ☐ Complete solar in zoning (PZ-5)

Special Award: Communities that earn 60% of the available points in a category are eligible for special recognition.

The SolSmart Designation Criteria is organized into 5 categories – 2 Foundation Categories and 3 Special Focus Categories. Below you will find a summary of the 5 categories and the number of credits and available points in each category.

Foundational Categories

Permitting and Inspection		Planning and Zoning	
Credits: 20	Points: 205	Credits: 23	Points: 185

Special Focus Categories

Government Operations		Community Engagement		Market Development	
Credits: 10	Points: 160	Credits: 12	Points: 70	Credits: 10	Points: 155

Permitting and Inspection | 20 Credits | 205 Points

Most local governments have direct oversight of the permitting and inspection policies and procedures within their jurisdiction. Communities that implement permitting best practices provide solar developers and installers with a transparent, efficient, and cost-effective approval process. Well-trained staff and completed permit applications can reduce staff time needed to review permits which allows them to focus on other priorities. Clear inspection procedures ensure compliance with applicable state and local codes while protecting public health and safety. *Many of the credits in the permitting and inspection category can be verified by providing information in a detailed permitting checklist. That publicly available document should be backed up by internal standard operating procedures that ensure a transparent and efficient permitting and inspection process.*

Planning and Zoning | 23 Credits | 185 Points

Local government planning and zoning regulations can help facilitate the rapid expansion of solar energy within a community while ensuring compliance with development standards. Communities can utilize planning and zoning regulations to provide maximum siting options for rooftop and ground-mounted solar energy while preserving community character and historic resources. Incorporating solar energy in local planning documents sets a community's vision for the integration of solar energy with other land uses. Zoning codes should contain language that provides clear and transparent regulations on the development and use of solar energy within the jurisdiction. *Many of the credits in the planning and zoning category can be verified by providing a link to a community's codes, ordinances, and community plans.*

Government Operations | 10 Credits | 160 Points

Local governments can lead the way by installing solar energy on public facilities and land. Communities can engage with their local utility to discuss goals for solar energy, net metering, interconnection, and community solar. These actions are high impact that can directly lead to more megawatts of solar energy on the local grid. *Many of the credits in the government operations category can be verified by providing documents demonstrating installed solar capacity such as news articles about solar installations, dashboards/metrics showing solar production, and contracts that demonstrate solar project construction.*

Community Engagement | 12 Credits | 70 Points

Local governments are an important and trusted source of information for residents, businesses, and solar installers. Posting information on the local government's website, providing public education, and engagement opportunities can help residents and businesses interested in solar energy make informed decisions. *Many of the credits in the community engagement category can be verified on a local*

government's solar webpage by providing information about a community's solar energy goals and processes in one centralized location.

Market Development | 10 Credits | 155 Points

Local governments can collaborate and partner with organizations to promote solar development within their jurisdiction. Supporting a community solar program, promoting a solarize group-buy campaign, or partnering with a local financial institution can make solar energy more affordable and accessible for homes and businesses while improving business opportunities for solar installers. *Many of the credits in the market development category can be verified by providing news articles about the local governments role in supporting solar development or by providing official documents that established policies or programs.*

SolSmart Technical Assistance and Designation Process

Any local government, regardless of previous solar experience, is eligible for SolSmart designation.

The first step for any local government interested in pursuing SolSmart designation is to connect with one of our technical assistance providers through a consultation call. During this call, our technical assistance providers (TA provider) will describe the program and process, learn about a community's solar goals, and identify the applicable SolSmart Designation Criteria for the local government. The consultation call and all technical assistance is provided at no-cost because of a grant through the U.S. Department of Energy.

Once the local government decides to pursue SolSmart designation, they need to complete a Solar Statement and return it to a technical assistance provider. The Solar Statement demonstrates the community's commitment to work with the SolSmart team and achieve designation.

The local government then work with the TA provider to conduct a baseline assessment of the community's solar processes. This analysis helps determine how close the community is to designation and identifies what technical assistance pathway will achieve designation. After the baseline assessment, with guidance from the SolSmart team, the local government should complete any pre-requisite credits needed to achieve designation.

The local government may need to complete additional credits to be ready to submit for designation. In this case, the credits should balance recommendations from the SolSmart team and credits of interest to the local government.

Once the necessary credits are completed, the local government is ready to submit for designation review. The TA provider can assist the local government with the submission process through SolSmart's website. The submission is reviewed by the Designation Program Administrator within 10 business days and the local government is notified of their designation by email.

Designation Criteria

Three designation criteria are available to local governments depending on what processes are within their jurisdiction.

Local governments that control permitting, inspection, planning, and zoning use the **Standard Designation Criteria**.

Local governments that do not control permitting, inspection, planning, and/or zoning use the **Modified/County Designation Criteria**. This criteria is appropriate for certain counties that do not have control over one or more of those processes.

Regional organizations are eligible for SolSmart designation. Multi-jurisdictional organizations such as regional councils or councils of government use the **Regional Organization Designation Criteria**.

Local governments are encouraged to celebrate and publicize their designations. The designation email

contains a Designation Toolkit with template press release, sample social media, and SolSmart Designation logos. SolSmart will also recognize local governments on the SolSmart website, on social media, and in the SolSmart newsletter.

SolSmart Definitions to Know

SolSmart - A national designation and technical assistance program. SolSmart recognizes local governments that have taken key steps to address barriers to solar energy and provides no-cost technical assistance to accelerate the development of local solar energy markets.

SolSmart Designation Program Administrators – A team of organizations that maintains the SolSmart Criteria, conducts designation reviews, awards designation.

SolSmart Technical Assistance Providers – A team of organizations that provide assistance to local governments pursuing SolSmart designation.

SolSmart Designation Criteria – A standardized collection of best practices that local governments can implement which aim to accelerate the development of local solar markets. SolSmart provides three Designation Criteria – Standard, Modified/County, and Regional Organization.

SolSmart Credit – A specific action that local governments can implement to encourage solar energy development in their community. SolSmart credits may include policies, processes, or programs that implement solar best practices. Each credit has a corresponding point value ranging from 5 to 20.

SolSmart Credit Overview

The SolSmart Designation Criteria is comprised of 75 credits organized into 5 Categories. Each credit is specific action that local governments can implement to encourage solar energy development in their community. Each credit has a corresponding point value ranging from 5 to 20.

Credit Identifier	Credit Points	Program Participation Pre-requisite Credit
PR-1	Req'd	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.

Credit Identifier	Credit Points	Permitting and Inspection Credits
PI-1	Req'd	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for small rooftop solar PV. (Required for Bronze)
PI-2	10	Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past five years. (Required for Silver).
PI-3	10	Train inspection staff on best practices for inspecting solar PV and/or solar and storage systems. Training must have occurred within the past five years. (Required for Silver).
PI-4	20	Post an online statement confirming a three-business day turnaround time for small rooftop solar PV. (Required for Gold)
PI-5	5	Distinguish between solar PV systems qualifying for streamlined and standard permit review.
PI-6	5	Require no more than one permit application form for a small rooftop solar PV system.
PI-7	10	Adopt a standard solar PV permit application form aligned with best practices (e.g. Solar ABCs).
PI-8	20	Provide an online process for solar PV permit submission and approval.
PI-9	20	Exempt or waive fees for residential solar PV permit applications.
PI-10	5	Demonstrate that residential permit fees for solar PV are $500 or less.

PI-11	10	Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source. (e.g. fees cover the cost of the staff time required to review and process the permit application).
PI-12	10	Post solar PV inspection requirements online, including the inspection process and what details inspectors will review.
PI-13	10	Require no more than two inspections for small rooftop solar PV.
PI-14	10	Offer inspection appointment times in lieu of appointment windows for solar PV.
PI-15	10	Provide an online process for solar PV inspection scheduling.
PI-16	10	Train fire and safety staff on solar PV and/or solar and storage systems. Training must have occurred in the past five years.
PI-17	10	Train fire and safety staff on specific plans and procedures for responding to an emergency at a large-scale solar PV system within the jurisdiction. (This may include a walk-through of the site, coordinated with the project's owner/operator).
PI-18	10	Share site specific solar PV and/or solar and storage permit data, including addresses, with first responders and their departments. (e.g. through software that allows users to view searchable, filterable data about a specific site and system).
PI-19	10	Post an online checklist detailing the required permit(s), submittals, and steps of your community's energy storage system permitting process.
PI-20	10	Post energy storage system inspection requirements online, including the inspection process and what details inspectors will review.

Credit Identifier	Credit Points	Planning and Zoning Credits
PZ-1	Req'd	Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required for Bronze). Examples include: height restrictions, set-back requirements, screening requirements, visibility restrictions, etc.
PZ-2	5	Present PZ-1 memo findings to planning commission or relevant body.
PZ-3	5	Draft proposed language for changes to zoning code based on PZ-1 memo and PZ-2 dialogue. Involve planners and/or local zoning experts in the creation of the draft language.
PZ-4	0	Post an online document from the Planning/Zoning Department that states accessory use solar PV is allowed by-right in all major zones. (e.g. via a zoning determination letter). (Required for Silver unless Gold Requirement PZ-5 is achieved. If PZ-5 is achieved, PZ-4 is not necessary.)
PZ-5	20	Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones. Zoning ordinance language should not include intentional or unintentional barriers to accessory use solar, such as limits to visibility from public rights-of-way, excessive restrictions to system size, glare studies, subjective design reviews, and neighbor consent requirements. (Required for Gold, PZ-4 is optional)
PZ-6	5	Ensure the zoning ordinance exempts rooftop solar PV from certain restrictions on accessory uses (e.g. height limits, rooftop equipment screening requirements, or other restrictions).
PZ-7	5	Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.
PZ-8	5	Ensure the zoning ordinance exempts small ground-mounted solar PV from certain restrictions on accessory uses (e.g. setbacks, coverage or impervious surface calculations, or other restrictions).
PZ-9	5	Ensure the zoning ordinance establishes a clear regulatory pathway for large-scale solar PV (e.g. through a special use permit or through inclusion among allowed conditional uses).
PZ-10	10	Ensure the zoning ordinance includes a native perennial vegetation and/or habitat-friendly ground cover requirement or standard for large-scale solar PV.
PZ-11	5	Ensure the zoning ordinance enables co-location of solar PV with an agricultural use such as grazing, apiaries, or crops (agrivoltaics).
PZ-12	5	Ensure the zoning ordinance requires a decommissioning plan that outlines the terms and conditions for a large-scale solar PV system's proper removal at the end of its useful life cycle or in the event of cessation of operation. (The decommissioning plan may include steps to

		remove the system, requirements for disposal and/or recycling of system components, and restoration as needed to allow for return to agriculture or other land use).
PZ-13	5	Ensure the zoning ordinance establishes solar energy zones and/or solar overlays for large-scale solar PV.
PZ-14	10	Require new construction to be solar ready in at least one zoning district by adopting Appendix U (International Code Council), Appendix RB (International Energy Conservation Code), or another mechanism.
PZ-15	20	Codify a solar requirement for new construction and/or retrofits meeting a specific threshold, in at least one zoning district.
PZ-16	10	Provide clear guidance for the installation of solar PV on historic properties and in special overlay districts.
PZ-17	5	Post an online fact sheet that provides an overview of what zoning allows for solar PV under what conditions (e.g. types and sizes of solar systems permitted, the processes required, and other relevant information).
PZ-18	10	Train planning and zoning staff on best practices in planning and zoning for solar PV. Training must have occurred in the past five years.
PZ-19	5	Draft new or updated language and provide a timeline for the inclusion of specific solar PV goals, metrics, and/or strategies into existing and/or future plans.
PZ-20	10	Include specific solar PV goals, metrics, and/or strategies in the most current version of relevant local plans (e.g. energy plan, climate plan, comprehensive plan).
PZ-21	10	Develop a solar PV assessment that identifies all feasible sites for large-scale solar PV development within a jurisdiction.
PZ-22	10	Enable solar rights through a local solar access ordinance.
PZ-23	20	Codify in the zoning ordinance that accessory use energy storage systems are explicitly allowed by-right in all major zones.

Credit Identifier	Credit Points	Government Operations Credits
GO-1	20	Demonstrate coordination between local government inspectors and utility staff to reduce Permission to Operate timeline for solar PV.
GO-2	10	Discuss community goals for solar PV, net metering, community solar, and/or interconnection processes with the local utility and explore areas for future collaboration. Compile summary and next steps in a memo.
GO-3	10	Coordinate with regional organizations and/or local governments to engage utilities on advancing solar policies such as utility procurement of solar PV, green tariffs, and/or interconnection process improvements.
GO-4	10	Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.
GO-5	20	Install solar PV on local government facilities and/or local government-controlled land.
GO-6	20	Install solar PV on local government-controlled brownfields and/or under-utilized properties.
GO-7	20	Install solar PV integrated with other technologies such as combined heat and power or electric vehicle charging on local government facilities and/or local government-controlled land.
GO-8	20	Install solar PV plus storage on local government facilities and/or local government-controlled land.
GO-9	10	Require new local government facilities and/or facility retrofits meeting a specific threshold to be solar ready.
GO-10	20	Procure solar energy for municipal operations through an offsite physical PPA, virtual PPA, green tariff, or similar structure.

Credit Identifier	Credit Points	Community Engagement Credits
CE-1	10	Post a solar landing page on local government's website with information that may include the community's solar goals, educational materials and tools that promote solar, and

		resources for solar development (e.g. permitting checklist, application forms, zoning regulations, etc.).
CE-2	5	Post online resources about solar installers and/or solar quote platforms for solar PV.
CE-3	5	Post online resources about residential and commercial solar PV financing options and incentives.
CE-4	5	Post online resources about consumer protection and solar PV.
CE-5	5	Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy.
CE-6	5	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.
CE-7	5	Post an online dashboard or summary of the solar PV metrics for your community.
CE-8	5	Post an online solar map for your community.
CE-9	5	Support a solar informational session and/or solar tour explaining solar PV opportunities and policies. Session/Tour must have occurred within the last 5 years.
CE-10	5	Distribute solar job training and career opportunities in coordination with local colleges and/or workforce development organizations.
CE-11	5	Demonstrate local government support for local solar projects through speeches, press releases, opinion articles, etc.
CE-12	10	Discuss solar PV goals and/or strategies for increasing solar PV development within an appropriate committee, commission, taskforce, and/or working group. (e.g. solar is a recurring agenda item during monthly sustainability commission meetings).

Credit Identifier	Credit Points	Market Development Credits
MD-1	20	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.
MD-2	20	Support a community-wide group purchase program (e.g. Solarize). Program must have occurred within the last 5 years.
MD-3	10	Encourage low-to-moderate income (LMI) participation in community-wide group purchase program through program design and/or financing support options.
MD-4	20	Support a community solar program.
MD-5	10	Encourage low-to-moderate income (LMI) participation in a community solar program through program design and/or financing support options.
MD-6	20	Provide residents with Community Choice Aggregation/Energy that includes solar PV as a power generation source.
MD-7	10	Provide a PACE financing program that includes solar PV as an eligible technology.
MD-8	20	Provide local incentives or locally-enabled finance (e.g. a revolving loan fund) for solar PV.
MD-9	5	Provide local incentives for solar PV to low-to-moderate income (LMI) households, Disadvantaged Business Enterprises (DBEs), and/or non-profit organizations that provide community services.
MD-10	20	Partner with financial institutions and/or foundations to offer loans, rebates, grants, or other incentives for solar PV projects. (Financial institutions could include entities such as a local or regional bank, CDFI, or credit union).

Credit Identifier	Credit Points	Innovative Action Credit
IA-1	Varies	The actions identified in the categories above represent many of the most common and impactful efforts communities are taking to make going solar easier and more affordable for residents and businesses. However, we know that communities across the country are developing innovative ways to promote and deploy solar energy. If your community has taken action that was not captured in any of the credits above, please share it with us.

How to Use the SolSmart Program Guide

The following section of the SolSmart program guide contains specific actions, called credits, that local governments and community stakeholders can implement to encourage solar energy development in their community. Each credit has a brief description, recommended verification for designation review, community examples, templates, and/or resources. A SolSmart Scorecard is available to help track progress. Please contact your TA provider for more information.

The following provides an overview of the information that is provided for each SolSmart credit.

Credit Identifier	Credit Points	Credit Language	☐
Credit Objective and description.			
Recommended Verification: • Suggested options to verify the credit.			
Community Examples: • Examples of how an individual community has completed the credit.			
Templates: • Links to a template(s) that can help complete a credit.			
Resources: • Links to useful websites, reports, guidebooks, etc. that have up-to-date information about the topics addressed by the credit			

Solar Statement

PR-1	Req'd	Provide a document that demonstrates your local government's commitment to pursue SolSmart designation.	☐
Local governments interested in pursuing SolSmart designation must indicate their commitment to supporting solar development in their community by completing the PR-1 Solar Statement Pre-requisite. The solar statement should be signed by an individual who can speak on behalf of the local government. It is preferred that the statement is signed by a Department executive or an elected official, but it does not need to go through an official approval process. The solar statement demonstrates your community's commitment to pursue SolSmart designation. If possible, please place the solar statement on your local government's letterhead. The solar statement should address the items listed in the bullets below. The statement does not need to be more than one page in length.			
The solar statement should include: • A commitment to participate in the SolSmart designation process • A statement of solar goals, areas of focus or community priorities (e.g. streamlining the permitting process or supporting a non-profit led solar initiative) • Past achievements or programs related to solar PV and/or renewable energy • A commitment to tracking metrics related to solar PV and/or provide a benchmark of available solar metrics (e.g. the number of installed systems, capacity, growth in residential installations, etc.) • A commitment of staff time and resources to improve the local market for solar PV			
Community Examples: • Fitchburg, WI | SolSmart Bronze • Pulaski County, VA | SolSmart Gold			
Templates: • PR-1 SolSmart Solar Statement Template | SolSmart			

Permitting and Inspection

PI-1	Req'd	Post an online checklist detailing the required permit(s), submittals, and steps of your community's permitting process for small rooftop solar PV. (Required for Bronze)	☐

Providing a set of requirements for the local solar permitting process (for both residential and commercial solar) on an easy-to-find local government webpage represents a major step toward overcoming informational barriers. An online solar permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from solar installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.

Recommended Verification:

- Provide a link to the online solar PV permitting checklist.

Community Examples:

- Chapel Hill, NC | SolSmart Gold
- Philadelphia, PA | SolSmart Gold

Templates:

- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart
- California Solar Permitting Guidebook (4th Edition) (pg. 22-24)

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-2	10	Train permitting staff on best practices for permitting solar PV and/or solar and storage systems. Training must have occurred in the past five years. (Required for Silver)	☐

Regular solar PV training, at least every few years, is a best practice to ensure permit technicians and plan reviewers are up-to-date on new procedures, codes, and products within the solar industry. Trainings increase staff knowledge of solar energy systems and ensures they know the best procedures for permit application review and processing to ensure applications and supporting documents are compliant with building and electrical codes. Increased staff knowledge can improve processing efficiency, thereby reducing demands on staff time and resources. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.

Recommended Verification:

- Provide a memo with details about the permit training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

Templates:

- PI-2 SolSmart Solar Permit Training Template Memo | SolSmart

Resources:

- SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 1, permitting I) | SolSmart and Bill Brooks, P.E.
- SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 2, permitting II) | SolSmart and Bill Brooks, P.E.
- SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 3, inspection) | | SolSmart and Bill Brooks, P.E.
- Permitting Training Module 1 | IREC Solar PV Structural Plan Review
- Permitting Training Module 2 | IREC Solar PV Electrical Plan Review
- Permitting Training Module 3 | IREC Solar PV Plan Review Test
- Solar + Storage, A Guide for Local Governments | SolSmart Webinar

PI-3	10	Train inspection staff on best practices for inspecting solar PV and/or solar and storage systems. Training must have occurred within the past five years. (Required for Silver).	☐

Regular solar PV training, at least every few years, is a best practice to ensure field inspectors are up-to-date on new procedures, codes, and products within the solar industry. Trainings increase staff knowledge of solar energy systems and ensures they know the best procedures for field inspections to ensure compliance with applicable state and local building and electrical codes. Increased staff knowledge can improve inspection efficiency, thereby reducing demands on staff time and resources. Local governments can require staff to attend full or half-day workshops (either live or online) and provide resources designed to help keep staff informed about advances in solar and storage technologies.

Recommended Verification:

- Provide a memo with details about the inspection training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

Templates:

- PI-3 SolSmart Solar Inspection Training Template Memo | SolSmart

Resources:

- Solar PV Field Inspection Basics - Series | Interstate Renewable Energy Council (IREC)
- SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 1, permitting I) | SolSmart and Bill Brooks, P.E.
- SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 2, permitting II) | SolSmart and Bill Brooks, P.E.
- SolSmart Workshop: Best Practices for Solar PV Permitting and Inspection (session 3, inspection) | SolSmart and Bill Brooks, P.E.
- Inspection Training Module | IREC Solar PV Field Inspection Basics – 5 Part Series
- Solar + Storage, A Guide for Local Governments | SolSmart Webinar

PI-4	20	**Post an online statement confirming a three-business day turnaround time for small rooftop solar PV. (Required for Gold)**	☐

Implementing a streamlined permitting process for small-scale solar PV systems (≤10-15 kW) along with other efforts increase process efficiency and reduce permit turnaround times can result in significant time and cost savings for staff, solar installers, and solar customers.

Recommended Verification:

- Provide a link to a webpage outlining a permitting pathway for small PV systems of less than three days.

Community Examples:

- Alexandria, VA | SolSmart Gold
- Roseville, MN | SolSmart Gold

Templates:

- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart
- California Solar Permitting Guidebook (4th Edition) (pg. 22-24)

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-5	5	**Distinguish between solar PV systems qualifying for streamlined and standard permit review.**	☐

Recognizing the relative simplicity and similarities of small-scale solar photovoltaic (PV) systems (≤10-15 kW in size) can allow local jurisdictions to establish processes to expedite review and approval of these systems while maintaining its commitment to ensuring public safety. Establishing a separate, streamlined process for small-scale PV systems based on proven national best practices can reduce the time required to review and approve qualifying applications, saving time and money both for the local government and the solar customer.

Recommended Verification:

- Provide a link to a document or web page outlining a streamlined and standard permit review policy.
- Provide details in an e-mail or other written documentation from a permitting official or staff member describing the policy is also acceptable.

Community Examples:
- Philadelphia, PA | SolSmart Gold
- Putnam County, GA | SolSmart Silver

Templates:
- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart
- Simplified Solar Permitting Process | SolSmart
- Expedited Permit Process for PV Systems | Solar ABCs

Resources:
- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-6	5	Require no more than one permit application form for a small rooftop solar PV system.	☐

Since rooftop solar energy systems impact both the structural and electrical aspects of the buildings on which they are installed, many local jurisdictions require both building and electrical permits. However, residential rooftop systems with minimal structural impacts can be safely permitted without a building permit application. Relevant design aspects for systems qualifying for only one application form include (but are not limited to): mounting system features, static and dynamic loads of the system, type of roofing material and waterproofing methods, and compliance with zoning and fire codes.

Recommended Verification:
- Provide a link to the permit application form used for small rooftop solar PV systems.

Community Examples:
- Berkeley, CA | SolSmart Gold
- Fitchburg, WI | SolSmart Bronze

Templates:
- Best Management Practices for Solar Installation Policy | Mid America Regional Council (MARC)
- New York State Unified Solar Permit Application | New York State Energy and Research Development Authority (NYSERDA)

Resources:
- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-7	10	Adopt a standard solar PV permit application form aligned with best practices (e.g. Solar ABCs).	☐

While requiring a single application form under existing permitting processes represents an improvement over requiring both a building and electrical permit, it may still be more time consuming to complete, review, and approve permits via a process not specifically designed for solar. Developing a solar-specific permit (or combining building and electrical permits with revisions to collect information unique to solar energy systems) and posting application materials online can save time and money for both those completing the forms (and their customers) and the local government staff reviewing and approving these applications.

Recommended Verification:
- Provide a link to the standard solar PV permit application form.

Community Examples:
- Evanston, IL | SolSmart Gold
- Salt Lake City, UT | SolSmart Bronze

Templates:
- PI-7 SolSmart Solar Permit Application Template | SolSmart
- Best Management Practices for Solar Installation Policy | Mid America Regional Council (MARC)

- New York State Unified Solar Permit Application | New York State Energy and Research Development Authority (NYSERDA)
- Simplified Solar Permitting Process | SolSmart

Resources:

- Expedited Permit Process for PV Systems | Solar ABCs
- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-8	20	Provide an online process for solar PV permit submission and approval.	☐

Online permit submittal, review, and approval can eliminate solar installer trips to the permitting office and reduce the amount of time permitting staff need to spend entering information from paper application forms into an online database. Online systems can also ensure all required information is submitted prior to any review, saving staff time by ensuring only completed applications are reviewed. Online permit platforms can allow for multiple staff to review materials at the same time and to track progress in the review and approval process.

Recommended Verification:

- Provide a link to the online platform for submission and approval.
- If an email-based online process is used:
  1) Provide details from building official or staff describing the process.
  2) Provide a copy of a sample email with personal and confidential information removed.

Community Examples:

- Madison, WI | SolSmart Gold
- Missoula County, MT | SolSmart Silver

Templates:

- Several software providers have integrated the solar PV permit application process into their online systems.

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar Automated Permit Processing (SolarAPP+) | National Renewable Energy Laboratory (NREL)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-9	20	Exempt or waive fees for residential solar PV permit applications.	☐

In addition to state and federal incentives, local governments can also incentivize solar development within their jurisdictions. Exempting or waiving permit fees for solar energy systems can incentivize community members to install solar by lowering the overall cost of the system.

Recommended Verification:

- Provide a link to the permit fee schedule or other officially approved document that shows solar PV permit fees are exempt or waived.

Community Examples:

- Coral Gables, FL | SolSmart Silver
- Superior, CO | SolSmart Bronze

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-10	5	Demonstrate that residential permit fees for solar PV are $500 or less.	☐

Many local governments permit solar systems through existing permitting processes and permit fees for solar are often calculated according to value-based methods typically associated with building permits (where the fee is a certain percentage of the overall project cost). Due to the higher cost of solar installations relative to comparable projects, fees calculated by a value-based method can become expensive and exceed the cost of the staff time required to review and issue the permits. For residential systems, capping solar permit fees under $500 or establishing a flat fee, can ensure permit fees cover staff costs without unnecessarily increasing project costs.

Recommended Verification:

- Provide a link to the permit fee schedule or a document that outlines the permit fees applied to a solar installation.

Community Examples:

- Naperville, IL | SolSmart Silver
- Sacramento, CA | SolSmart Gold

Templates:

- PI-10 SolSmart Solar Residential Fees Template Memo | SolSmart
- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-11	10	**Demonstrate that commercial permit fees for solar PV are based on cost-recovery and capped at a reasonable level so fees do not become a net revenue source. (e.g. fees cover the cost of the staff time required to review and process the permit application).**	☐

Many local governments permit solar systems through existing permitting processes and permit fees for solar are often calculated according to value-based methods typically associated with building permits (where the fee is a certain percentage of the overall project cost). Due to the higher cost of solar installations relative to comparable projects, fees calculated by a value-based method can become expensive and exceed the cost of the staff time required to review and issue the permits. For commercial systems, basing fees on a cost-recovery method can ensure permit fees cover staff costs without unnecessarily increasing project costs.

Recommended Verification:

- Provide a link to the permit fee schedule or a document that outlines the permit fees applied to a solar installation.
- Provide a narrative that explains the costs incurred in processing the permits (this should include estimates of the amount of staff hours for each stage of the process and the hourly cost of staff time). This narrative should show that the fee is not significantly higher than these costs.

Community Examples:

- Naperville, IL | SolSmart Silver
- Sacramento, CA | SolSmart Gold

Templates:

- PI-11 SolSmart Solar Commercial Fees Template Memo | SolSmart
- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-12	10	**Post solar PV inspection requirements online, including the inspection process and what details inspectors will review.**	☐

Providing an online list of inspection requirements will reduce informational barriers between inspectors and solar installers, helping to ensure that all items in the inspection process have been adequately addressed before inspectors arrive on site. These checklists can be used to highlight "common mistakes" made by installers.

Recommended Verification:
- Provide a link to the online document outlining the inspection process and requirements.

Community Examples:
- Camden County, NJ | SolSmart Bronze
- Ramsey County, MN | SolSmart Bronze

Templates:
- PI-12 SolSmart Rooftop Solar Photovoltaic (PV) System Field Inspection Checklist | SolSmart
- Model Inspection Checklist for Residential Rooftop PV | Interstate Renewable Energy Council (IREC)
- Field Inspection Checklist | New York State Energy and Research Development Authority (NYSERDA)

Resources:
- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-13	10	Require no more than two inspections for small rooftop solar PV.	☐

Inspections of standard rooftop solar energy systems installed on existing homes should be consolidated into a single inspection trip. Any inspections should be limited to the electrical, structural, and fire safety aspects of the system; excessive reviews add to the time and cost of the inspection process while doing little to ensure system efficiency or further protect public health or safety. Building and Fire Authorities can enter into agreements allowing for a single agency to conduct all inspections for systems meeting certain design standards.

Recommended Verification:
- Provide details about the solar PV inspection process that includes information on the type of inspections (and which departments are involved) and total number inspection trips required.

Community Examples:
- Lake in the Hills, IL | SolSmart Gold
- South St. Paul, MN | SolSmart Bronze

Templates:
- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart
- Model Inspection Checklist for Residential Rooftop PV | Interstate Renewable Energy Council (IREC)
- Field Inspection Checklist | New York State Energy and Research Development Authority (NYSERDA)

Resources:
- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-14	10	Offer inspection appointment times in lieu of appointment windows for solar PV.	☐

Though inspections of standard rooftop solar PV systems can take as little as 30 minutes to complete, inspection appointment windows can be up to four or more hours long. Replacing appointment windows with scheduled appointment times will ensure the inspector and installer are both prepared for the inspection to occur when they arrive on site. This can save time and money for both the local government and the installer (and for solar customers as well).

Recommended Verification:
- Provide details about the solar PV inspection process that includes information on inspection appointment times and how to request an appointment.

Community Examples:
- Coventry, CT | SolSmart Gold
- Pulaski County, VA | SolSmart Gold

Templates:
- PI-1 SolSmart Solar Permitting Checklist Template | SolSmart

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-15	10	Provide an online process for solar PV inspection scheduling.	☐

Similar to online permit submittal, review, and approval processes, an online option for scheduling and managing inspection requests can promote process efficiency and reduce demands on time and resources for local government staff.

Recommended Verification:

- Provide a link to the online platform for inspection scheduling.
- If an email-based online process is used:
  1) Provide details from building official or staff describing the process.
  2) Provide a copy of a sample email with personal and confidential information removed.

Community Examples:

- Prince George's County, MD | Not Designated
- San Leandro, CA | SolSmart Silver

Templates:

- Several software providers have integrated the solar PV inspection request process into their online systems.

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments

PI-16	10	Train fire and safety staff on solar PV and/or solar and storage systems. Training must have occurred in the past five years.	☐

Regular solar PV training, at least every few years, is a best practice to ensure firefighters and first responders are up-to-date on new procedures, codes, and products within the solar industry. Though fires caused by rooftop solar PV systems are extremely rare, firefighters responding to fires caused by other means need to take special precautions when a solar PV system is present. Training fire safety staff on how to identify and avoid potential hazards can help ensure the safety of first responders and reduce misconceptions or discomfort around increased solar deployment.

Recommended Verification:

- Provide a memo with details about the fire and safety staff training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

Templates:

- PI-16 SolSmart Solar Fire Training Template Memo | SolSmart

Resources:

- Firefighter Safety and Photovoltaic Systems (Training Course) | UL
- Photovoltaic (PV) Systems | National Fire Protection Association (NFPA)
- Solar + Storage, A Guide for Local Governments | SolSmart Webinar
- Solar PV Safety for Firefighters | Interstate Renewable Energy Council (IREC)
- Fire Safety for Solar PV | SolSmart Webinar
- Fire Safety for Solar PV | SolSmart Slide Deck

PI-17	10	Train fire and safety staff on specific plans and procedures for responding to an emergency at a large-scale solar PV system within the jurisdiction. (This may include a walk-through of the site, coordinated with the project's owner/operator).	☐

Though fires and other emergencies at large-scale solar PV systems are extremely rare, fire and safety staff should partner with a large-scale solar system owner/operator to ensure first responders have a standard

operating procedure (SOP) outlining how to address a fire or rescue operation at the large-scale solar project. The solar system owner/operator should work with fire responder to ensure SOPs are established and that the fire and safety staff have received any necessary training. Along with a basic understanding of solar PV and fire safety, firefighters and safety staff should be familiar with the project site and characteristics, including where to enter the site, location of system components, if battery storage is present at the site, and proper shutdown procedures. First responders should also know key points of contact for the project in case of an emergency.

Recommended Verification:

- Provide a memo with details about emergency response plans and procedures.
- Provide a link to the requirement in the community's code of ordinances.

Community Examples:

- Putnam County, GA (e,9) | SolSmart Silver
- York, ME (pg. 178 – f,3) | Not Designated

Templates:

- PI-17 SolSmart Solar Large-scale Training Template Memo | SolSmart

Resources:

- Fire Fighter Safety and Emergency Response for Solar Power Systems | The Fire Protection Research Foundation
- Solar PV Safety for Firefighters | Interstate Renewable Energy Council (IREC)

PI-18	10	**Share site specific solar PV and/or solar and storage permit data, including addresses, with first responders and their departments. (e.g. through software that allows users to view searchable, filterable data about a specific site and system).**	☐

Fire and safety staff can benefit from having access to the locations of permitted solar PV systems. This gives fire departments advanced knowledge about homes or business that have on-site solar and allows them to development a plan before arriving onsite.

Recommended Verification:

- Provide details about the process for information sharing, including how fire and safety staff received the data.
- Provide a link to the platform that allows fire and safety staff to access the data.

Community Examples:

- Adams County, CO | SolSmart Gold
- Freeport, IL | SolSmart Gold

Resources:

- Sharing Success: Emerging Approaches to Efficient Rooftop Solar Permitting | Interstate Renewable Energy Council (IREC)
- Simplifying the Solar Permitting Process: Residential Solar Permitting Best Practices Explained | Interstate Renewable Energy Council (IREC)
- Solar PV Construction: Codes, Permitting, and Inspection | SolSmart's Toolkit for Local Governments
- Solar PV Safety for Firefighters | Interstate Renewable Energy Council (IREC)

PI-19	10	**Post an online checklist detailing the required permit(s), submittals, and steps of your community's energy storage system permitting process.**	☐

Providing a set of requirements for the local energy storage permitting process (for both residential and commercial solar) on an easy-to-find local government web page represents a major step toward overcoming informational barriers. An online energy storage permit checklist can be a simple way for a community to accelerate permit approval timelines and save staff time by reducing the number of inquiries received from energy storage installers and requests for additional information associated with incomplete permit applications. Such checklists typically detail all the plans and forms required for approval and system design requirements.

Recommended Verification:

- Provide link to online permitting checklist for energy storage systems.

Community Examples:

- Rocklin, CA | Not Designated
- Sonoma, CA | Not Designated

Templates:

• Battery Energy Storage System Model Permit | New York State Energy and Research Development Authority (NYSERDA) • National Simplified Residential PV and Energy Storage Permit Guidelines | Brooks Engineering and SolSmart
Resources: • Solar + Storage, A Guide for Local Governments | SolSmart Webinar • Storage Permitting Resources | Sustainable CUNY Smart Distributed Generation Hub

PI-20	10	**Post energy storage system inspection requirements online, including the inspection process and what details inspectors will review.**	☐
Providing an online list of inspection requirements will reduce informational barriers between inspectors and energy storage installers, helping to ensure that all items in the inspection process have been adequately addressed before inspectors arrive on site. These checklists can be used to highlight "common mistakes" made by installers.			
Recommended Verification: • Provide a link to the online document outlining the inspection process and requirements.			
Community Examples: • Palo Alto, CA | Not Designated			
Templates: • Battery Energy Storage System Electrical Checklist | New York State Energy and Research Development Authority (NYSERDA)			
Resources: • Solar + Storage, A Guide for Local Governments | SolSmart Webinar			

Planning and Zoning

PZ-1	Req'd	**Review zoning requirements and identify restrictions that intentionally or unintentionally prohibit solar PV development. Compile findings in a memo. (Required for Bronze).** **Examples include: height restrictions, set-back requirements, screening requirements, visibility restrictions, etc.**	☐
A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right and often provides additional processes to consider special exceptions. Land use regulations often contain use standards that provide additional requirements for certain types of development. Local governments should be aware of any restrictions that could intentionally or unintentionally prohibit solar energy development within their community and consider removing those barriers to promote easier and more equitable solar deployment. Often, removing restrictive zoning language can save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.			
Recommended Verification: • Provide a signed SolSmart Zoning Review Memo.			
Community Examples: • Gurnee, IL | SolSmart Bronze			
Templates: • SolSmart Zoning Review Template | SolSmart			
Resources: • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments			

PZ-2	5	**Present PZ-1 memo findings to planning commission or relevant body.**	☐
The zoning ordinance review memo can be the starting point for ordinance amendments to remove barriers to solar or add language that could promote development. Presenting the findings of the memo to a relevant commission or body can start conversations about updates to solar energy regulations within the community. If the relevant commission or body is interested in updating the zoning ordinance, they can direct staff to draft recommendations.			
Recommended Verification: • Provide meeting minutes, meeting agenda, or materials prepared for the meeting (e.g., handouts and slides) that demonstrate a discussion about the zoning review.			
Community Examples: • Gurnee, IL | SolSmart Bronze			
Resources: • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments			

PZ-3	5	**Draft proposed language for changes to zoning code based on PZ-1 memo and PZ-2 dialogue. Involve planners and/or local zoning experts in the creation of the draft language.**	☐
A local government interested in enabling solar energy development should consider including basic solar information in the zoning ordinance such as a purpose, definitions, clarification on accessory use and primary use solar, and use standards. Zoning codes that contain no or little information about solar energy can complicate the process for homes and business that want to install a solar energy system. Including basic information about solar energy improves transparency of processes and clarity of development requirements and can enhance the growth of the local solar market in an organized and efficient manner.			
Recommended Verification: • Provide draft language of the proposed zoning ordinance changes that relate to solar energy.			

Community Examples: • Lafayette, CO | SolSmart Gold
Templates: • Model Zoning for the Regulation of Solar Energy Systems | Massachusetts Department of Energy Resources • Renewable Energy Ordinance Framework: Solar PV | Delaware Valley Regional Planning Commission (DVRPC)
Resources: • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-4	0	**Post an online document from the Planning/Zoning Department that states accessory use solar PV is allowed by-right in all major zones. (e.g. via a zoning determination letter). (Required for Silver unless Gold Requirement PZ-5 is achieved. If PZ-5 is achieved, PZ-4 is not necessary.)**	☐
Including solar energy in the zoning ordinance provides the highest level of policy certainty and clarity. A zoning ordinance change that codifies accessory use solar as an allowed or by-right use is a best-case scenario. However, this may be impractical or politically difficult to achieve in the short term, or outside of a zoning update cycle. Instead of an ordinance change, local governments may write and publish a zoning determination letter clarifying that accessory use solar is an allowed or by-right use in all major zones. This clarification removes uncertainty and can increase solar adoption and lower costs for residents and businesses.			
Recommended Verification: • Provide a link to an online document (and the parent webpage) that clarifies that accessory solar PV is an allowed or by-right use in all major zones. • This document should: 1) show that the process does not involve staff discretion, special permits, conditional permits, use permits, or variances 2) have language that demonstrates its applicability in all major zones 3) be made public			
Community Examples: • Egg Harbor, WI | SolSmart Silver • South Miami, FL | SolSmart Silver			
Resources: • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments			

PZ-5	20	**Codify in the zoning ordinance that accessory use solar PV is explicitly allowed by-right in all major zones. Zoning ordinance language should not include intentional or unintentional barriers to accessory use solar, such as limits to visibility from public rights-of-way, excessive restrictions to system size, glare studies, subjective design reviews, and neighbor consent requirements. (Required for Gold, PZ-4 is optional)**	☐
A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right. Zoning often provides additional processes, which can be long and costly, to consider special exceptions when a proposal is inconsistent with current land use regulations. Codifying solar as an accessory use and as an allowed or by-right use in all major zoning categories provides policy certainty and clarity which can promote easier and more equitable solar deployment. It can increase solar development and save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.			
Recommended Verification: • Provide a link to the zoning ordinance or land use regulations that codify solar as an accessory use and allowed or by-right use. Please indicate the relevant section(s).			
Community Examples: • Brownsville, TX | SolSmart Silver • Pinecrest, FL | SolSmart Silver			
Templates:			

- Best Practice Guidance for Solar and Zoning – Accessory Use | SolSmart
- Georgia's Model Solar Ordinance | Georgia Tech Strategic Energy Institute
- Model Solar Energy Local Law (NY) | New York State Energy Research and Development Authority (NYSERDA)
- Model Zoning for the Regulation of Solar Energy Systems | Massachusetts Department of Energy Resources
- Renewable Energy Ordinance Framework: Solar PV | Delaware Valley Regional Planning Commission (DVRPC)
- Solar Model Ordinance | Grow Solar Toolkit
- Template Solar Energy Development Ordinance for North Carolina | North Carolina Clean Energy Technology Center (NCCETC)

Resources:

- Are You Solar Ready? | National Renewable Energy Laboratory (NREL)
- Best Practices in Zoning for Solar | National Renewable Energy Laboratory (NREL)
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-6	5	**Ensure the zoning ordinance exempts rooftop solar PV from certain restrictions on accessory uses (e.g. height limits, rooftop equipment screening requirements, or other restrictions).**	☐

Height restrictions are often imposed on buildings within specific zoning districts to satisfy several planning objectives such as protection of views, controlling neighborhood character, density, and access to sunlight. In many districts, buildings are constructed up to the maximum allowed height. Many local governments exempt antennas, chimneys, flagpoles from height limits to allow for their placement and use. Since solar panels are most efficient when installed at an angle equal to a location latitude, local governments should consider adding solar to the list of height exemptions.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that exempts rooftop solar PV from certain restrictions on accessory uses. Please indicate the relevant section(s).

Community Examples:

- Brownsville, TX | SolSmart Silver
- Plymouth, IN (pg. 204, 210 D.2.a) | SolSmart Gold

Templates:

- Best Practice Guidance for Solar and Zoning – Accessory Use | SolSmart
- Model Zoning for the Regulation of Solar Energy Systems | Massachusetts Department of Energy Resources
- Renewable Energy Ordinance Framework: Solar PV | Delaware Valley Regional Planning Commission (DVRPC)

Resources:

- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-7	5	**Ensure the zoning ordinance permits small ground-mounted solar PV as an accessory use in at least one zoning district.**	☐

Sometimes a property is not suitable for rooftop solar because the building has structural limitations, or the rooftop is shaded. In this case, a small ground-mounted solar PV system can still allow the property owner to install solar and enjoy the benefits. Permitting or allowing small ground-mounted solar PV as an accessory use in at least one zoning districts can promote easier and more equitable solar deployment. It can increase solar development and save property owners time and money because they can avoid going through a more extensive process to have their solar system considered.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that allows small ground-mounted solar PV as an accessory use. Please indicate the relevant section(s).

Community Examples:

- Philadelphia, PA | SolSmart Gold
- La Crescent, MN | SolSmart Gold

Templates:

- Best Practice Guidance for Solar and Zoning – Accessory Use | SolSmart
- Model Zoning for the Regulation of Solar Energy Systems | Massachusetts Department of Energy Resources
- Renewable Energy Ordinance Framework: Solar PV | Delaware Valley Regional Planning Commission (DVRPC)

Resources:

- Best Practices in Zoning for Solar | National Renewable Energy Laboratory (NREL)
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-8	5	**Ensure the zoning ordinance exempts small ground-mounted solar PV from certain restrictions on accessory uses (e.g. setbacks, coverage or impervious surface calculations, or other restrictions).**	☐

Small ground-mounted solar PV that is considered an accessory use may be subject to certain restrictions such as setbacks, lot coverage, and impervious surface ratios. These types of regulations are normally applied to accessory structures like sheds, garages, or accessory dwelling units which can have a greater impact on neighbors when built up against a lot line or covering a larger percentage of the lot. Solar is less obtrusive and contains pervious surfaces underneath the panels and it can be exempted from certain restrictions to promote easier and more equitable solar deployment.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that exempts small ground-mounted solar PV from certain restrictions on accessory uses. Please indicate the relevant section(s).

Community Examples:

- Edina, MN | SolSmart Gold
- Swarthmore, PA | SolSmart Bronze

Templates:

- Best Practice Guidance for Solar and Zoning – Accessory Use | SolSmart
- Model Zoning for the Regulation of Solar Energy Systems | Massachusetts Department of Energy Resources
- Renewable Energy Ordinance Framework: Solar PV | Delaware Valley Regional Planning Commission (DVRPC)

Resources:

- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-9	5	**Ensure the zoning ordinance establishes a clear regulatory pathway for large-scale solar PV (e.g. through a special use permit or through inclusion among allowed conditional uses).**	☐

A local government should consider including large-scale solar regulations in their zoning ordinance or land use regulations to provide clarity and consistency to the development process. Including the type of district (e.g. commercial, industrial, low productivity agricultural land) where development is allowed, the type of applicable permit(s) (e.g. conditional use permits, use permits), and use standards or special regulations provide solar developers with a clear set of guidelines and a more predictable approval process.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that establishes a regulatory pathway for large-scale solar PV development. Please indicate the relevant section(s).

Community Examples:

- Freeport, IL | SolSmart Gold
- La Crosse, WI | SolSmart Gold

Templates:

- Model Zoning for the Regulation of Solar Energy Systems | Massachusetts Department of Energy Resources
- Renewable Energy Ordinance Framework: Solar PV | Delaware Valley Regional Planning Commission (DVRPC)

Resources:

- Are You Solar Ready? | National Renewable Energy Laboratory (NREL)
- Land Use Considerations for Large-scale Solar | SolSmart Issue Brief
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments
- Top Five Large-scale Solar Myths | National Renewable Energy Laboratory (NREL)

PZ-10	10	**Ensure the zoning ordinance includes a native perennial vegetation and/or habitat-friendly ground cover requirement or standard for large-scale solar PV.**	☐

Large-scale solar projects cover many acres that can be used for the dual purpose of providing clean, renewable energy and growing native perennial vegetation or habitat-friendly ground cover. Planting native perennial vegetation under solar PV systems can improve soil health and water retention, while providing habitat for pollinators and native species.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that includes language about a native perennial vegetation and/or habitat-friendly ground cover requirement or standard. Please indicate the relevant section(s).

Community Examples:

- Stearns County, MN (6.54.1 H) | SolSmart Silver
- St. Joseph County, IN | SolSmart Gold

Templates:

- Minnesota Solar Model Ordinance | Great Plains Institute (GPI)
- Model Solar Energy Local Law (NY) | New York State Energy Research and Development Authority (NYSERDA)

Resources:

- Land Use Considerations for Large-scale Solar | SolSmart Issue Brief
- NREL Beneath Solar Panels, the Seeds of Opportunity Sprout | National Renewable Energy Laboratory (NREL)
- State Pollinator-friendly Scorecards | Fresh Energy

PZ-11	5	**Ensure the zoning ordinance enables co-location of solar PV with an agricultural use such as grazing, apiaries, or crops (agrivoltaics).**	☐

Large-scale solar projects cover many acres that can be used for the dual purpose of providing clean, renewable energy and co-locating with forms of agriculture. Co-locating solar PV with crops can enhance yields, soil health, and water retention while improving system efficiency by reducing air temperature near the panels.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that includes language enabling the co-location of solar with an agricultural use. Please indicate the relevant section(s).

Community Examples:

- Leon County, FL | SolSmart Gold
- San Luis Obispo County, CA (D.9) | Not Designated

Templates:

- Illinois Solar Model Ordinance | Great Plains Institute (GPI)

Resources:

- AgriSolar Clearinghouse Information Library | National Center for Appropriate Technology (NCAT)
- Co-Location of Solar and Agriculture Webinar | National Renewable Energy Laboratory (NREL)
- Land Use Considerations for Large-scale Solar | SolSmart Issue Brief
- NREL Beneath Solar Panels, the Seeds of Opportunity Sprout | National Renewable Energy Laboratory (NREL)

PZ-12	5	**Ensure the zoning ordinance requires a decommissioning plan that outlines the terms and conditions for a large-scale solar PV system's proper removal at the end of its useful life cycle or in the event of cessation of operation. (The decommissioning plan may include steps to remove the system, requirements for disposal and/or recycling of system components, and restoration as needed to allow for return to agriculture or other land use).**	☐

A community's zoning ordinance can require a decommissioning plan that clearly outlines the roles, responsibilities, terms, and conditions to ensure the local government will not be responsible for the removal of a large-scale solar PV system. Decommissioning is the responsibility of the system owner and requiring a plan can alleviate concerns that a local government will be unnecessarily burden with system removal.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that includes language about a decommissioning plan for large-scale solar PV. Please indicate the relevant section(s).

Community Examples:

- La Crosse, WI | SolSmart Gold
- Will County, IL | SolSmart Gold

Templates:

- Model Solar Energy Local Law (NY) | New York State Energy Research and Development Authority (NYSERDA)
- Template Solar Energy Development Ordinance for North Carolina | North Carolina Clean Energy Technology Center (NCCETC)

Resources:

- A Survey of Federal and State-Level Solar System Decommissioning Policies in the United States | National Renewable Energy Laboratory (NREL)
- Decommissioning Solar Panel Systems | New York State Energy Research and Development Authority (NYSERDA)
- Land Use Considerations for Large-scale Solar | SolSmart Issue Brief

PZ-13	5	**Ensure the zoning ordinance establishes solar energy zones and/or solar overlays for large-scale solar PV.**	☐

A community's zoning ordinance and land use regulations could establish a solar energy zone or overlay. This strategy can encourage solar development on favorable sites and reduce the project development timeline by streamlining permitting and zoning requirements.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that establishes solar energy zones and/or solar overlays for large-scale solar PV. Please indicate the relevant section(s).

Community Examples:

- Framingham, MA (pg. 96) | SolSmart Silver
- Wellesley, MA (pg. 101) | SolSmart Silver

Resources:

- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-14	10	**Require new construction to be solar ready in at least one zoning district by adopting Appendix U (International Code Council), Appendix RB (International Energy Conservation Code), or another mechanism.**	☐

Local governments can proactively plan for increased solar deployment by requiring new construction to be solar ready which can reduce the installation costs if a solar system will be installed at some point in the future. Solar ready buildings are designed and engineered in such a way that allows for the easy installation of a future solar system. The International Code Council (ICC) has developed model codes and standards for solar ready construction.

Recommended Verification:

- Provide a link to the adopted code(s) or language that requires new construction to be solar ready.

Community Examples: • El Paso, TX | SolSmart Gold • Warrenville, IL | SolSmart Gold
Templates: • Appendix U | International Residential Code (IRC) • Appendix RB | International Energy Conservation Code (IECC)
Resources: • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments • Solar Ready Construction Guidelines | Mid-America Regional Council (MARC)

PZ-15	20	**Codify a solar requirement for new construction and/or retrofits meeting a specific threshold, in at least one zoning district.**	☐
Local governments can proactively promote solar development by requiring a solar installation on new construction, and/or retrofits. Installing solar on new construction is cost-effective and can rapidly increase solar deployment in a community. A solar requirement can be mandated at a local level in the code of ordinances or, as in the case of California, at the state level.			
Recommended Verification: • Provide a link to the adopted code(s) or language that requires solar on new construction or retrofits.			
Community Examples: • Santa Monica, CA | SolSmart Gold • South Miami, FL (W *Solar Requirements*) | SolSmart Silver			
Resources: • Better Roofs Ordinance | San Francisco Planning Department • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments			

PZ-16	10	**Provide clear guidance for the installation of solar PV on historic properties and in special overlay districts.**	☐
Many communities contain historic properties or historic districts that aim to preserve a community's character and heritage. These properties and districts are often regulated by specific design guidelines that outline how a historic property may be modified. These guidelines can include the best methods to incorporate a solar energy installation while maintaining the historical nature of the structure and surrounding neighborhood.			
Recommended Verification: • Provide a link to the zoning ordinance or land use regulations that includes guidance on the installation of solar PV on historic properties and in special overlay districts. Please indicate the relevant section(s). • Provide a link to guidance for the installation of solar PV on historic properties and in special overlay districts			
Community Examples: • Ann Arbor, MI | SolSmart Silver • Park City, UT | SolSmart Gold			
Templates: • Best Practice Guidance for Solar and Zoning – Accessory Use | SolSmart			
Resources: • Implementing Solar PV Projects on Historic Buildings and in Historic Districts | National Renewable Energy Laboratory (NREL) • Installing Solar Panels on Historic Buildings | North Carolina Clean Energy Technology Center (NCCETC) • Planning for Solar Energy | American Planning Association (APA) • Planning, Zoning & Development | SolSmart's Toolkit for Local Governments			

PZ-17	5	**Post an online fact sheet that provides an overview of what zoning allows for solar PV under what conditions (e.g. types and sizes of solar systems permitted, the processes required, and other relevant information).**	☐

A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right and often provides additional processes to consider special exceptions. Land use regulations often contain use standards that provide additional requirements for certain types of development. However, these regulations can sometimes be unclear and difficult to access, especially for topics like solar PV. Posting an online fact sheet that summarizes zoning regulations for solar represents a major step toward overcoming informational barriers.

Recommended Verification:

- Provide a link to the fact sheet, zoning determination letter, or other online document that clarifies and summarizes how the zoning ordinance and land use regulations regulate solar energy.

Community Examples:

- San Diego County, CA | SolSmart Gold
- Sedona, AZ | SolSmart Bronze

Resources:

- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-18	10	**Train planning and zoning staff on best practices in planning and zoning for solar PV. Training must have occurred in the past five years.**	☐

Regular solar PV training, at least every few years, is a best practice to ensure planning and zoning staff are up-to-date on strategies for incorporating solar into plans, ordinances, and development regulations. Training staff in planning and zoning best practices for solar can help them to evaluate the options available for reducing barriers to solar and enable them to customize these best practices to their local context. Training can help staff develop clear, transparent, well-defined, and consistent planning and zoning regulations and processes that provide certainty for property owners and solar developers. Local governments can require staff to attend full or half-day workshops (either live or online) and provide or create resources designed to help staff keep up with advances in solar planning and zoning best practices.

Recommended Verification:

- Provide a memo with details about the planning and zoning training including name of training, name of trainer, attendees (name, title, department), date and time, location, agenda, and presentation/slides.

Templates:

- PZ-18 SolSmart Solar Planning and Zoning Training Template Memo | SolSmart

Resources:

- Best Practices in Solar Planning and Zoning | SolSmart Webinar
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-19	5	**Draft new or updated language and provide a timeline for the inclusion of specific solar PV goals, metrics, and/or strategies into existing and/or future plans.**	☐

Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Comprehensive, sub-area, and functional plans also provide policy guidance to the local government as it weighs how future development aligns with other objectives. Communities that would like to promote solar development in an organized and efficient manner should draft solar energy goals, metrics, or strategies for inclusion in new or updated plans.

Recommended Verification:

- Provide draft language of the proposed plan changes that relate to solar energy and a timeline for inclusion in future plans.

Community Examples:

- Chatham County, NC | SolSmart Gold
- South St. Paul, MN | SolSmart Bronze

Templates:

- Solar Resource Development Requirement | Metropolitan Council (Met Council)

Resources:

- Integrating Solar Energy into Local Plans | American Planning Association (APA)
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-20	10	**Include specific solar PV goals, metrics, and/or strategies in the most current version of relevant local plans (e.g. energy plan, climate plan, comprehensive plan).**	☐

Planning documents provide the foundation for a community's vision for how and where it would like future development to occur. Development is governed largely by the components of the comprehensive plan and guided by the policies and strategies outlined in other functional plans such as a Climate Action Plan or Sustainability Plan. These planning documents should align to have solar energy goals, metrics, and strategies that promote solar development in an organized and efficient manner.

Recommended Verification:

- Provide a link to the relevant plans that incorporate solar PV goals, metrics, and/or strategies. Please indicate the relevant section(s).

Community Examples:

- Ann Arbor, MI | SolSmart Silver
- Philadelphia, PA | SolSmart Gold

Resources:

- Integrating Solar Energy into Local Plans | American Planning Association (APA)
- Local Government Strategies for 100% Clean Energy | SolSmart Webinar
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-21	10	**Develop a solar PV assessment that identifies all feasible sites for large-scale solar PV development within a jurisdiction.**	☐

Local governments can proactively identify sites that are favorable for solar PV projects. Identifying sites that have high solar potential and the best characteristics for large-scale solar development can reduce potential conflicts between solar and other land uses and speed up the project development timeline.

Recommended Verification:

- Provide a link to the large-scale solar PV assessment.

Community Examples:

- Mountain Iron, MN | SolSmart Bronze
- Santa Clara County, CA | Not Designated

Resources:

- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments
- Solar Resource Protection Requirement | Metropolitan Council (Met Council)

PZ-22	10	**Enable solar rights through a local solar access ordinance.**	☐

In some states, local governments have jurisdiction to enable solar rights through an ordinance. A solar rights or access ordinance protects a property owner 's right to sunlight, ensuring a solar installation has access to the sunlight it needs to generate electricity. A solar access ordinance can also remove restrictive covenants for solar PV in relevant zones.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that protects solar rights and access. Please indicate the relevant section(s).

Community Examples:

- Ashland, OR | Not Designated
- Freeport, IL | SolSmart Gold

Templates:

- A Comprehensive Review of Solar Access Law in the United States | Solar America Board for Codes and Standards (Solar ABCs)

Resources:

- A Comprehensive Review of Solar Access Law in the United States | Solar America Board for Codes and Standards (Solar ABCs)
- Best Practices in Zoning for Solar | National Renewable Energy Laboratory (NREL)
- Planning for Solar Energy | American Planning Association (APA)
- Planning, Zoning & Development | SolSmart's Toolkit for Local Governments

PZ-23	20	**Codify in the zoning ordinance that accessory use energy storage systems are explicitly allowed by-right in all major zones.**	☐

A community's zoning ordinance and land use regulations create statutory limits on what individuals may do with their property as a matter of right. Zoning often provides additional processes, which can be long and costly, to consider special exceptions when a proposal is inconsistent with current land use regulations. Codifying residential energy storage as an accessory use and allowed or by-right use in all major zoning categories provides policy certainty and clarity which can promote easier and more equitable energy storage deployment. It can increase energy storage development and save property owners time and money because they can avoid going through a more extensive process to have their energy storage system considered.

Recommended Verification:

- Provide a link to the zoning ordinance or land use regulations that codify energy storage as an accessory use and allowed or by-right use. Please indicate the relevant section(s).

Community Examples:

- Coming Soon

Templates:

- Battery Energy Storage Model Law | New York State Energy Research and Development Authority (NYSERDA)

Resources:

- NYC Energy Storage Systems Zoning Guide | Sustainable CUNY Smart Distributed Generation Hub

Government Operations

GO-1	20	**Demonstrate coordination between local government inspectors and utility staff to reduce Permission to Operate timeline for solar PV.**	☐

A solar system that has not been granted permission to operate (PTO), is not allowed to produce electricity which can have economic impacts for the system owner. To reduce economic loss, local governments can coordinate with the electric utility to ensure solar PV systems can begin operation as soon as it has been confirmed that the systems are properly constructed and connected to the grid. Consolidating and/or coordinating local government inspections and utility interconnection inspections can save time and money for solar installers and property owners.

Recommended Verification:

- Provide details about the coordination process and explaining how this process reduces the time between inspection and Permission to Operate

Community Examples:

- Leon County, FL | SolSmart Gold

Resources:

- Utility Engagement | SolSmart's Toolkit for Local Governments

GO-2	10	**Discuss community goals for solar PV, net metering, community solar, and/or interconnection processes with the local utility and explore areas for future collaboration. Compile summary and next steps in a memo.**	☐

Local governments can leverage their relationship with electric utilities to encourage increased support for, and development of, solar energy. Local governments and utilities can partner to provide community solar programs, solar incentives, and help improve the solar interconnection process. Utilities can also help local governments meet municipal or community-wide renewable energy goals by procuring large amount of solar energy.

Recommended Verification:

- Provide meeting minutes (including a list of follow-up action items), e-mail correspondence, meeting agenda, materials prepared for the meeting (e.g., handouts and slides), or other evidence that at least one meeting occurred with your local utility.

Community Examples:

- Minneapolis, MN | SolSmart Gold
- Missoula, MT | SolSmart Silver

Resources:

- Engagement Guidance | American Cities Climate Challenge Renewables Accelerator
- Making Solar & Electrification Policies Mutually Beneficial | SolSmart Webinar
- Procurement Guidance | American Cities Climate Challenge Renewables Accelerator
- Solar & Electrification, A Beneficial Partnership | SolSmart Issue Brief
- Utilizing City-Utility Partnership Agreements to Achieve Climate and Energy Goals | World Resources Institute (WRI)

GO-3	10	**Coordinate with regional organizations and/or local governments to engage utilities on advancing solar policies such as utility procurement of solar PV, green tariffs, and/or interconnection process improvements.**	☐

Local governments can find strength in numerous as they advance ambitious energy transformation goals. Collaborating with other local governments and/or regional organizations allows resources, expertise, and staff to be pooled together which can enhance efforts to work with utilities. Networks of communities and utilities can provide opportunities to share best practices and common strategies through peer-to-peer learning. They can also help build coalitions and advocate for state policy.

Recommended Verification:

- Provides details about your community's participation in coordinated efforts between local governments and/or regional organizations to engage utilities with the goal of advancing solar initiatives.

Community Examples:

- Lake Forest, IL | SolSmart Bronze
- Salt Lake City, UT | SolSmart Bronze

Resources:

- Engagement Guidance | American Cities Climate Challenge Renewables Accelerator
- Engagement Tracker | American Cities Climate Challenge Renewables Accelerator
- PJM Cities & Communities Coalition | World Resources Institute (WRI)
- Procurement Guidance | American Cities Climate Challenge Renewables Accelerator
- Utilizing City-Utility Partnership Agreements to Achieve Climate and Energy Goals | World Resources Institute (WRI)

GO-4	10	**Conduct feasibility analysis for solar PV on local government facilities and/or local government-controlled land.**	☐

Local governments can lead by example and install solar PV on their facilities and/or land to achieve clean energy goals and generate electricity cost savings. The first step is conducting a feasibility analysis to discover which rooftops or grounds have the highest solar potential and best characteristic for a solar installation. An RFP can then be issued for the most favorable sites.

Recommended Verification:

- Provide a link to the feasibility analysis or details about the feasibility analysis that was conducted – who conducted, what were the sites, when was it conducted, what were the recommendations and next steps.

Community Examples:

- Asheville, NC | SolSmart Gold
- Mountain Iron, MN | SolSmart Bronze

Resources:

- Decision Support Tools for Local Solar Planning & Development | SolSmart Webinar
- Solar Project Development Pathway - Site and Opportunity Assessment | Environmental Protection Agency (EPA)
- Solar Development on Public Facilities and Under-utilized Land | SolSmart's Toolkit for Local Governments
- System Advisor Model (SAM) | National Renewable Energy Laboratory (NREL)

GO-5	20	**Install solar PV on local government facilities and/or local government-controlled land.**	☐

Local governments can lead by example and install solar on their facilities and/or land to achieve clean energy goals. Solar installations can generate revenue for local governments, deliver electricity cost savings, and serve as an educational tool for community members.

Recommended Verification:

- Provide news articles, a press release announcing the commissioned system, or webpage that summarizes the details of the installation(s) including total number of systems, size, location, and photos.

Community Examples:

- Johnson County, IA | SolSmart Gold
- New York City, NY | SolSmart Gold

Resources:

- Procurement Guidance | American Cities Climate Challenge Renewables Accelerator
- Solar Decision Support and Resources for Local Governments | National Renewable Energy Laboratory (NREL)
- Solar Development on Public Facilities and Under-utilized Land | SolSmart's Toolkit for Local Governments
- Solar Power Purchase Agreements: A Toolkit for Local Governments | Interstate Renewable Energy Council (IREC)

GO-6	20	**Install solar PV on local government-controlled brownfields and/or under-utilized properties.**	☐

As large, open spaces with limited future uses, brownfields, landfills, and other under-utilized lands are favorable locations for solar PV systems. Local governments can lease these lands for solar development to increase locally installed solar capacity while generating land lease revenue.

Recommended Verification:

- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the installation(s) including total number of systems, size, location, and photos.

Community Examples:
- Cary, NC | SolSmart Silver
- Eau Claire, WI | SolSmart Gold

Resources:
- Developing Solar on Brownfields | SolSmart Webinar
- RE-Powering America's Land | Environmental Protection Agency (EPA)
- Solar Development on Public Facilities and Under-utilized Land | SolSmart's Toolkit for Local Governments
- The Guide to Developing Solar Photovoltaics at Massachusetts Landfills | Massachusetts Department of Energy Resources

GO-7	20	**Install solar PV integrated with other technologies such as combined heat and power or electric vehicle charging on local government facilities and/or local government-controlled land.**	☐

Solar can provide unique benefits when paired with other distributed energy technologies. Co-locating solar with other technologies can improve resilience, provide demand-charge reductions, and charging electric vehicles with a renewable source of energy.

Recommended Verification:
- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the solar installation(s) integrated with other technologies including total number of systems, size, location, technologies used, and photos.

Community Examples:
- Duluth, MN | SolSmart Gold
- Montgomery County, MD | SolSmart Gold
- Boulder, CO | SolSmart Gold

Resources:
- Best Practices for Solar & Electric Bus Charging at Transit Agencies | SolSmart Webinar
- REopt: Renewable Energy Integration & Optimization | National Renewable Energy Laboratory (NREL)
- Solar and Electric Vehicles: A Guide for Local Governments | SolSmart
- Solar & Electric Vehicle Best Practices for Local Governments | SolSmart Webinar

GO-8	20	**Install solar PV plus storage on local government facilities and/or local government-controlled land.**	☐

Solar can provide resilience benefits and serve as emergency backup power to local government facilities in case of a power outage. Local governments have leveraged solar PV and storage to provide lighting for evacuation routes, power to shelters, and extend the fuel supply of diesel generation. Solar plus storage can also be used to provide demand-charge reductions by reducing peak load.

Recommended Verification:
- Provide a news article, a press release announcing the commissioned system, or webpage that summarizes the details of the solar installation(s) plus storage including total number of systems, size, location, and photos.

Community Examples:
- Fayetteville, AR | SolSmart Gold
- Portland, OR | Not Designated

Resources:
- REopt: Renewable Energy Integration & Optimization | National Renewable Energy Laboratory (NREL)
- Resiliency: Solar + Storage | SolSmart's Toolkit for Local Governments
- Solar + Storage: A Guide for Local Governments | SolSmart Issue Brief
- Solar and Energy Storage for Resiliency (Solar Resilient) | San Francisco Department of the Environment
- Solar and Resiliency: Integrative Financing Strategies for SolSmart Communities | SolSmart Issue Brief
- Solar + Storage / Resiliency | Sustainable CUNY Smart Distributed Generation Hub

GO-9	10	Require new local government facilities and/or facility retrofits meeting a specific threshold to be solar ready.	☐

Local governments can lead by example and require new facilities or those completing a retrofit to be solar ready. Solar ready construction can reduce the installation costs if a solar system will be installed at some point in the future. Solar ready buildings are designed and engineered in such a way that allows for the easy installation of a future solar system.

Recommended Verification:

- Provide a link to adopted code(s) or language that require new construction and/or retrofits of local government facilities to be solar ready.

Community Examples:

- Montgomery County, MD | SolSmart Gold

Resources:

- Solar-Ready Building Design: A Summary of Technical Considerations | National Renewable Energy Laboratory (NREL)

GO-10	20	Procure solar energy for municipal operations through an offsite physical PPA, virtual PPA, green tariff, or similar structure.	☐

To meet climate and energy goals, local governments can procure a large amount of solar energy through an appropriate structure, depending on the types of contracts allowed by state and utility regulations.

Recommended Verification:

- Provide a document such as a news article, contract, press release, or similar official document containing the details how the local government is procuring solar energy.

Community Examples:

- Cincinnati, OH | Not Designated
- Denton, TX | SolSmart Gold

Resources:

- How Cities Benefit from Power Purchase Agreements | Center for Climate and Energy Solutions (C2ES)
- How Local Governments Can Buy Renewable Energy & Support Market Development | SolSmart Webinar
- Local Government Strategies for 100% Clean Energy | SolSmart Webinar
- Procurement Guidance | American Cities Climate Challenge Renewables Accelerator
- Municipal Solar Procurement | SolSmart Webinar

Community Engagement

CE-1	10	**Post a solar landing page on local government's website with information that may include the community's solar goals, educational materials and tools that promote solar, and resources for solar development (e.g. permitting checklist, application forms, zoning regulations, etc.).**	☐
A solar landing page is a way to provide residents, businesses, and solar installers with important information about your community's solar energy policies, processes, goals, and metrics from one centralized location. It is also a way to educate community members about solar energy topics like financing options and consumer protection best practices.			
Recommended Verification: • Provide a link to the solar landing page.			
Community Examples: • Pulaski County, VA | SolSmart Gold • Tyngsborough, MA | SolSmart Gold			
Templates: • CE-1 SolSmart Solar Landing Page Template | SolSmart			
Resources: • Homeowner's Guide to Going Solar (View in Spanish) | U.S. Department of Energy (DOE) • Residential Consumer Guide to Solar Power | Solar Energy Industries Association (SEIA)			

CE-2	5	**Post online resources about solar installers and/or solar quote platforms for solar PV.**	☐
More solar companies operating in your community means residents and businesses are faced with more choices as they consider who to select for their solar project. Providing relevant local information on active solar installers can help community members make the best choice given their circumstances.			
Recommended Verification: • Provide a link to a webpage that contains information about local solar installers and/or solar quote platforms.			
Community Examples: • Denver, CO | SolSmart Gold • Schaumburg, IL | SolSmart Silver			
Templates: • CE-1 SolSmart Solar Landing Page Template | SolSmart			
Resources: • Board Certified Professionals Directory | North American Board Certified Energy Practitioners (NABCEP) • EnergySage | EnergySage • Pickmysolar | Pick My Solar • Solar Buyer's Markets: Unlocking Lower Photovoltaic and Battery Prices on Online Quote Platforms | National Renewable Energy Laboratory (NREL)			

CE-3	5	**Post online resources about residential and commercial solar PV financing options and incentives.**	☐
Many different financing options are available for residential and commercial solar PV. Local governments can play an important role in providing access to information about available options.			
Recommended Verification: • Provide a link to a webpage that contains information about financing options and incentives.			
Community Examples: • Walnut Creek, CA | SolSmart Gold • Wood County, WI | SolSmart Gold			
Templates: • CE-1 SolSmart Solar Landing Page Template | SolSmart			
Resources:			

- A Homeowner's Guide to Solar Financing: Leases, Loans and PPAs | Clean Energy States Alliance (CESA)
- Database of State Incentives for Renewables and Efficiency (DSIRE) | North Carolina Clean Energy Technology Center (NCCETC)
- Financing your solar panel system | EnergySage
- Homeowner's Guide to the Federal Tax Credit for Solar Photovoltaics (View in Spanish) | U.S. Department of Energy (DOE)

CE-4	5	Post online resources about consumer protection and solar PV.	☐

Solar energy can be a new and complex topic for community members. Local governments can provide online guides and resources to help community members have a clear understanding of solar PV, allowing them to make informed decisions.

Recommended Verification:

- Provide a link to a webpage containing consumer protection resources.

Community Examples:

- Alexandria, VA | SolSmart Gold
- James City County, VA | SolSmart Bronze

Templates:

- CE-1 SolSmart Solar Landing Page Template | SolSmart

Resources:

- Consumer Solar Checklist | Interstate Renewable Energy Council (IREC)
- EnergySage | EnergySage
- Residential Issues and Existing Regulatory Framework | SolSmart's Toolkit for Local Governments
- Solar Customer Resource Portal | Solar Energy Industries Association (SEIA)
- Solar Owner's Manual (View in Spanish) | Solar United Neighbors (SUN)

CE-5	5	Post an online summary of state policies related to a property owner's solar access and solar rights, including links to state-level policy.	☐

Community members are often unaware that state policy could impact their property's solar rights. Solar rights and solar access are terms which describe the ability of property owners to utilize sunlight on their property. Each state has its own unique policy and enforcement regime.

Recommended Verification:

- Provide a link to a webpage with information about state policies relating to solar access and/or rights.

Community Examples:

- Torrance, CA | SolSmart Gold
- Wilmette, IL | SolSmart Silver

Templates:

- CE-1 SolSmart Solar Landing Page Template | SolSmart

Resources:

- A Comprehensive Review of Solar Access Law in the United States | Solar America Board for Codes and Standards (Solar ABCs)
- Database of State Incentives for Renewables and Efficiency (DSIRE) | North Carolina Clean Energy Technology Center (NCCETC)

CE-6	5	Post an online summary of state policies related to Homeowner Associations (HOAs) ability to regulate and/or restrict solar PV, including links to state-level policy.	☐

Homeowner Associations often aim to impose restrictive measures on solar PV systems. Community members should be aware of state policy that defines what HOAs are allowed and not allowed to do in terms of regulating solar PV systems.

Recommended Verification:

- Provide a link to a webpage with information about state policies relating to Homeowner Associations and solar PV.

Community Examples:

- Hallandale Beach, FL | SolSmart Silver

- Torrance, CA | SolSmart Gold

Templates:
- CE-1 SolSmart Solar Landing Page Template | SolSmart

Resources:
- A Beautiful Day in the Neighborhood: Encouraging Solar Development through Community Association Policies and Processes | The Solar Foundation (now the Interstate Renewable Energy Council)

CE-7	5	Post an online dashboard or summary of the solar PV metrics for your community.	☐

Key solar metrics such as the number of installations and total installed capacity can help communicate progress towards local and state renewable energy goals. Other related metrics could include the percentage of municipal energy provided by solar energy, installed capacity per capita and progress towards greenhouse gas emissions targets.

Recommended Verification:
- Provide a link to a webpage displaying solar PV metrics.

Community Examples:
- Boulder, CO | SolSmart Gold
- Westminster, CO | SolSmart Gold

Templates:
- CE-1 SolSmart Solar Landing Page Template | SolSmart

CE-8	5	Post an online solar map for your community.	☐

Solar maps can provide community members with an estimate of the solar potential of their rooftop. Solar maps can also show the location of solar installations within a community.

Recommended Verification:
- Provide a link to the solar map for your community.

Community Examples:
- Los Angeles County, CA | Not Designated
- Westminster, CO | SolSmart Gold

Templates:
- CE-1 SolSmart Solar Landing Page Template | SolSmart

Resources:
- Data Explorer | Google
- Go Solar Ready | Ohio-Kentucky-Indiana Regional Council of Governments
- NY Solar Map | Sustainable CUNY Smart Distributed Generation Hub
- Project Sunroof | Google

CE-9	5	Support a solar informational session and/or solar tour explaining solar PV opportunities and policies. Session/Tour must have occurred within the last 5 years.	☐

An engaged and informed community can encourage solar market growth and increase the likelihood that local homes and businesses will pursue solar installations. Solar informational sessions and solar tours are ways to educate community members about the solar energy and the processes involved with an installation.

Recommended Verification:
- Provide a link(s) to details about the solar informational session or tour such as an agenda, date, time, and location.

Community Examples:
- Lower Merion, PA | SolSmart Bronze
- Sarasota County, FL | SolSmart Silver

Resources:
- Solar Tour Resources | National Solar Tour

CE-10	5	**Distribute solar job training and career opportunities in coordination with local colleges and/or workforce development organizations.**	☐

Solar jobs have grown 12 times faster than the U.S. economy since 2014. As local solar markets grow, local governments can promote solar job opportunities with community colleges and workforce development organizations to ensure a well-trained, local workforce.

Recommended Verification:

- Provide posted job descriptions, screenshots from employment websites, evidence of classified ads or advertisement of job trainings.

Community Examples:

- Fitchburg, WI | SolSmart Bronze
- Washington, DC | SolSmart Gold

Templates:

- CE-1 SolSmart Solar Landing Page Template | SolSmart

Resources:

- Solar Ready Vets | Interstate Renewable Energy Council (IREC)
- Solar Workforce Development Pilot | St. Louis, MO
- Workforce Development | Grid Alternatives

CE-11	5	**Demonstrate local government support for local solar projects through speeches, press releases, opinion articles, etc.**	☐

Local governments can encourage solar market growth by highlighting solar energy goals, initiatives, and success stories through various communications strategies.

Recommended Verification:

- Provide a link to a document demonstrating encouragement of solar PV projects.

Community Examples:

- Fayetteville, AR | SolSmart Gold
- Louisville, KY | SolSmart Gold

Resources:

- Stakeholder Engagement | SolSmart's Toolkit for Local Governments

CE-12	10	**Discuss solar PV goals and/or strategies for increasing solar PV development within an appropriate committee, commission, taskforce, and/or working group. (e.g. solar is a recurring agenda item during monthly sustainability commission meetings).**	☐

An Environmental Advisory Council, Sustainability Committees, or Climate Action Taskforce is a great way to keep residents and key stakeholders actively engaged in community energy policy and development. These groups can assist in the development of solar energy goals and strategies, lead community-based solar initiatives, and provide communication and outreach support to inform community members about solar initiatives and plans.

Recommended Verification:

- Provide meeting minutes (including a list of follow-up action items), meeting agenda, or materials prepared for the meeting (e.g., handouts and slides) from within the past year and provide documentation of the regularly scheduled frequency of these meetings.

Community Examples:

- Branford, CT | SolSmart Bronze
- Fairfield, CT | SolSmart Gold

Templates:

- CE-1 SolSmart Solar Landing Page Template | SolSmart

Resources:

- Stakeholder Engagement | SolSmart's Toolkit for Local Governments
- Solar and Resiliency: Integrative Financing Strategies for SolSmart Communities | SolSmart Issue Brief

Market Development

MD-1	20	Demonstrate activity in state regulatory and/or legislative proceedings regarding solar PV.	☐

Local governments can provide an important voice into the development of state-level solar energy policy, strategies, and incentives. Government staff can track policy developments actively and develop appropriate strategies to interact with state regulators and legislators.

Recommended Verification:

- Provide a link to public comments on solar energy or related energy proceedings, op-eds in local newspapers, or agenda, minutes, and/or recordings of meetings attended by representatives of the local government.

Community Examples:

- Ann Arbor, MI | SolSmart Silver
- Santa Fe, NM (Resolution 2018-71) | SolSmart Bronze

Resources:

- Engagement Guidance | American Cities Climate Challenge Renewables Accelerator
- Engagement Tracker | American Cities Climate Challenge Renewables Accelerator
- The Federal and State Context: Policies Affecting Solar Energy Development | SolSmart's Toolkit for Local Governments

MD-2	20	Support a community-wide group purchase program (e.g. Solarize). Program must have occurred within the last 5 years.	☐

Local governments can support or host community group purchase programs for solar energy. Bulk purchasing can reduce the costs of solar installations for community members. These limited time-offers have had consistent success in providing discounts of up to 20% of installed costs for residential systems.

Recommended Verification:

- Provide a link to a website where the Solarize campaign has been publicly announced.
- Provide details about the status of an ongoing solarize campaign or final metrics of a completed solarize campaign.

Community Examples:

- La Crosse County, WI | SolSmart Bronze
- Montgomery County, MD | SolSmart Gold

Templates:

- Solarize Your Community | New York State Energy and Research Development Authority (NYSERDA)

Resources:

- How to Development a Solarize Campaign | SolSmart Webinar
- Market Development and Finance | SolSmart's Toolkit for Local Governments
- Solarize Mass | Massachusetts Clean Energy Center

MD-3	10	Encourage low-to-moderate income (LMI) participation in community-wide group purchase program through program design and/or financing support options.	☐

Local governments can support or host community group purchase programs for solar energy. Group purchase programs can incorporate incentives for income-qualified participants to promote equitable participation.

Recommended Verification:

- Provide details that explains the forms of financing support or program design elements that support LMI residents in solar PV group purchase program.

Community Examples:

- Durham, NC | SolSmart Gold
- Philadelphia, PA | SolSmart Gold

Templates:

- Solarize Your Community | New York State Energy and Research Development Authority (NYSERDA)

Resources:

- How to Development a Solarize Campaign | SolSmart Webinar
- Market Development and Finance | SolSmart's Toolkit for Local Governments
- Solarize Mass | Massachusetts Clean Energy Center

MD-4	20	Support a community solar program.	☐

Community solar offers residents and businesses an opportunity to own or lease a portion of a solar project in exchange for economic benefits proportional to their share. These economic benefits are commonly delivered in the form of electricity bill credits. For renters, and homes or business that are not suitable sites for solar, community solar programs allow consumers to access solar without installing panels on their homes or business. Community solar can be provided by utilities, a third party, or a non-profit.

Recommended Verification:

- Provide a link to information about the community solar program, including any outreach materials and details about program design.

Community Examples:

- Austin, TX | SolSmart Gold
- Fort Collins, CO | SolSmart Gold

Resources:

- A Guide to Community Share Solar: Utility, Private, and Nonprofit Project Development | National Renewable Energy Laboratory (NREL)
- Community Solar | SolSmart's Toolkit for Local Governments
- Expanding Solar Participation through Community Solar | SolSmart Issue Brief
- Expanding Solar Participation through Community Solar | SolSmart Webinar
- Procurement Guidance | American Cities Climate Challenge Renewables Accelerator
- Urban Community Solar Resources | Sustainable CUNY Smart Distributed Generation Hub

MD-5	10	Encourage low-to-moderate income (LMI) participation in a community solar program through program design and/or financing support options.	☐

Community solar provides opportunities to open access to solar to low-to-moderate income households. To fully achieve this potential, a community program should design programs and financing to support low to moderate income participation, including savings from day one. It is also important to ensure that appropriate and trusted messengers are used and that offerings are designed to be flexible without long-term commitments.

Recommended Verification:

- Provide details that explains the forms of financing support or program design elements that support LMI residents in a community solar program.

Community Examples:

- Denver, CO | SolSmart Gold
- Washington, DC | SolSmart Gold

Resources:

- A Guide to Community Share Solar: Utility, Private, and Nonprofit Project Development | National Renewable Energy Laboratory (NREL)
- Community Solar | SolSmart's Toolkit for Local Governments
- Design and Implementation of Community Solar Programs for Low- and Moderate-Income Customers | National Renewable Energy Laboratory (NREL)
- Procurement Guidance | American Cities Climate Challenge Renewables Accelerator

MD-6	20	Provide residents with Community Choice Aggregation/Energy that includes solar PV as a power generation source.	☐

Local governments can increase access to solar energy for their operations and their residents through community choice aggregation. Community Choice Aggregation allows local governments to aggregate energy demand within their jurisdiction and procure power from an energy supplier while the local utility provides transmission and distribution services. Many local governments utilize community choice to procure more renewable energy, including solar, than would be available from their local electric utility. States must have enabling legislation for local governments to provide community choice aggregation.

Recommended Verification:

- Provide a link to details about a Community Choice program (with solar PV as a power generation source) that is available for residents.

Community Examples:

- San Jose, CA | SolSmart Gold
- Somerville, MA | SolSmart Gold

Templates:

- Community Choice Aggregation Toolkit | New York State Energy and Research Development Authority (NYSERDA)
- Starting a New CCA | California Community Choice Association (CalCCA)

Resources:

- Community Choice Aggregation | SolSmart Issue Brief
- Community Choice Aggregation: Challenges, Opportunities, and Impacts on Renewable Energy Markets | National Renewable Energy Laboratory (NREL)
- Using Community Choice Aggregation to Achieve Clean Energy Goals | SolSmart Webinar

MD-7	10	**Provide a PACE financing program that includes solar PV as an eligible technology.**	☐

Property Assessed Clean Energy (PACE) financing is an on-bill financing mechanism which enables repayment of long-term, low-interest loans on property tax bills. PACE can be used to finance renewable energy and energy efficiency projects on residential and/or commercial properties, depending on the PACE financing program design. In order for residents and business to access PACE financing, it must be enabled at the state and local level.

Recommended Verification:

- Provide a link to the local ordinance creating a PACE program.
- Provide a link to the PACE program webpage.

Community Examples:

- Deerfield Beach, FL | SolSmart Silver
- Grand Rapids, MI | SolSmart Silver

Resources:

- Market Development and Finance | SolSmart's Toolkit for Local Governments
- Resources | PACENation

MD-8	20	**Provide local incentives or locally-enabled finance (e.g. a revolving loan fund) for solar PV.**	☐

In addition to state and federal incentives, local governments can also encourage solar development within their jurisdictions by providing tax exemptions, rebates, or other financial incentives. Some jurisdictions have enabled community finance through revolving loan funds or credit enhancement facilities for renewable energy projects. These actions can help lower the cost of solar for residents.

Recommended Verification:

- Provide a link to an ordinance creating local incentives or financing options.
- Provide a link to an application or form that are required for a solar PV system to be eligible for incentives or financing.

Community Examples:

- Loudoun County, VA | SolSmart Silver
- St. Louis Park, MN | SolSmart Silver

Resources:

- Market Development and Finance | SolSmart's Toolkit for Local Governments

MD-9	5	**Provide local incentives for solar PV to low-to-moderate income (LMI) households, Disadvantaged Business Enterprises (DBEs), and/or non-profit organizations that provide community services.**	☐

Local governments can support solar installations by LMI households, DBEs, and non-profit organizations by providing incentives such as low-interest loans, grants, on-bill financing and a variety of tax incentives and rebates. Local governments can expand solar programs to disadvantaged residents by implementing any number of these programs.

Recommended Verification:

- Provide a link to an ordinance creating local incentives or financing options.
- Provide a link to an application or form that are required for a solar PV system to be eligible for incentives or financing.

Community Examples:

- Boulder, CO | SolSmart Gold
- Portland, OR | Not Designated

Resources:

- Market Development and Finance | SolSmart's Toolkit for Local Governments
- Projects & Programs in Low-to-Moderate Income Communities | SolSmart Webinar
- Resources to Support Initiatives for Low-to-Moderate Income Communities | SolSmart Webinar
- Unlocking Solar for Low- and Moderate-Income Residents: A Matrix of Financing Options by Resident, Provider, and Housing Type | National Renewable Energy Laboratory (NREL)

MD-10	20	**Partner with financial institutions and/or foundations to offer loans, rebates, grants, or other incentives for solar PV projects. (Financial institutions could include entities such as a local or regional bank, CDFI, or credit union).**	☐

Loans, rebates, or grants can improve the financial prospects of a solar project, allowing more community members to install solar. Local governments can work with local financial institutions to offer and/or promote financing options for solar projects.

Recommended Verification:

- Provide link to financing options for solar energy.
- Provide a memo detailing how the local government partnered with the financial institution to offer a financial incentive for solar energy.

Community Examples:

- Lafayette, CO | SolSmart Gold
- Milwaukee, WI | SolSmart Gold

Resources:

- Market Development and Finance | SolSmart's Toolkit for Local Governments

Innovative Action

IA-1	Varies	**The actions identified in the categories above represent many of the most common and impactful efforts communities are taking to make going solar easier and more affordable for residents and businesses. However, we know that communities across the country are developing innovative ways to promote and deploy solar energy. If your community has taken action that was not captured in any of the credits above, please share it with us.**	☐
Innovative actions will be reviewed by a team of solar experts and each action may be worth up to 20 points.			
Recommended Verification: • Provide a memo describing the innovative action and include any supporting documentation or links that provide additional details.			
Community Examples: • Grayslake, IL | SolSmart Bronze o The Grayslake Sustainable Business Initiative recognizes local businesses that are choosing to be more sustainable. Solar energy is emphasized by awarding a business automatic gold designation if they have installed a solar energy system. • Montgomery County, MD | SolSmart Gold o Montgomery County's 4th Solar Co-op offered EV charging as an option through the solar co-op. This helps promote EV charging and can reduce costs through group purchasing.			

Acknowledgment

This material is based upon work supported by the U.S. Department of Energy's Office of Energy Efficiency and Renewable Energy (EERE) under the Solar Energy Technologies Office Award Numbers DE-EE0007154 & DE-EE007155.

Full Legal Disclaimer

This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.

TO: City Council

FROM: Mary Heather Ames, Transportation Manager

DATE: January 17, 2023

SUBJECT: Local Agency Haul Road/Detour Agreement with Washington State Department of Transportation for I-5 / US 101 / Deschutes Parkway NB Off Ramp

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1) Recommended Action:

Staff recommends the City Council approve and authorize the Mayor to sign the Local Agency Haul Road/Detour Agreement with Washington State Department of Transportation for I-5 / US 101 / Deschutes Parkway NB Off Ramp.

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2) Background:

The Washington State Department of Transportation (WSDOT) is planning routine maintenance to multiple on- and off-ramps in this region. The I-5 Deschutes Parkway northbound off-ramp is one such location. In order to detour traffic using Tumwater streets, WSDOT has provided an Agreement that details responsibilities for the detour.

The Deschutes Parkway off-ramp handles less than 1,700 vehicles daily, and closures will be limited to nighttime hours.

Staff have worked with WSDOT to ensure that construction notices will be given through social and traditional media.

---

3) Policy Support:

Strategic Priorities and Goals 2023-2024:
C. Create and Maintain a Transportation System Safe for All Modes of Travel

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4) Alternatives:

- ❑ Do not sign the Agreement.

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5) Fiscal Notes:

None as a direct result of this item.

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6) Attachments:

A. Local Agency Haul Road/Detour Agreement

Washington State Department of Transportation

Local Agency Haul Road/Detour Agreement

OR - Region Wide Crack Sealing

Agreement Number HR3 0175	Local Agency and Address City of Tumwater Transportation & Engineering 555 Israel Road SW Tumwater, WA 95801
State Route Number: I-5 / Control Section Number: 340110	Section/Location I-5 / US 101 / Deschutes Parkway NB Off Ramp
Region Olympic	Description of Roads or Streets See included attachment. All affected city of Tumwater roads or streets are highlighted within the attachment.
Intended Use (Haul Road or Detour Road) Detour Road	
Vehicle Restrictions None	

This Agreement is made and entered into between the Washington State Department of Transportation (WSDOT) and the above named governmental entity (Local Agency), hereinafter individually referred to individually as the 'Party' and collectively as the 'Parties'.

Recitals

1. WSDOT is planning the construction or improvement of a section of state highway as shown above, and
2. In the construction of the project it is planned to use, for the purpose noted above, those Local Agency roads or streets described above and as further detailed in red on the attached Exhibit "A", and
3. It is anticipated that as a result of the use of these roads or streets, additional maintenance expense may be incurred by the Local Agency.

Now Therefore, It Is Mutually Agreed As Follows:

1. The Local Agency hereby agrees to WSDOT's use of the roads or streets covered by this Agreement subject to the conditions contained herein.
2. Immediately prior to the beginning of WSDOT's use of the above described roads or streets, the parties to this Agreement shall make a joint condition inspection and WSDOT shall prepare a memorandum record of the condition of said roads or streets. The memorandum record shall include a statement of the extent and frequency of routine maintenance operations normally carried out by the Local Agency on said roads or streets and may include photographs showing condition of the existing roadway.
3. WSDOT agrees to reimburse the Local Agency for the cost of additional routine maintenance and repairs, operations in excess of those enumerated in the record made under the provisions of Section 2, made necessary by WSDOT's project. The reimbursement for such additional routine maintenance and repairs shall be limited to the actual cost of such operations supported by proper records. Such costs are to be exclusive of all administrative and overhead costs and all charges for small tools.
4. Upon completion of use of the roads or streets covered by this Agreement, a joint inspection shall be made by the parties to determine the condition of said roads or streets. All maintenance and/or repairs shall be based upon the conditions of these roads or streets at the time of this completion inspection, taking into account the memorandum record made under Section 2.
5. It is expressly understood that WSDOT shall be responsible only for that extra maintenance and repairs of the Local Agency's roads or streets occasioned by the project use. In the event of a dispute over the terms of this Agreement and/or the extent of maintenance or repair work required to be performed, the dispute shall be submitted to the Secretary of Transportation for determination. In determining this responsibility the Secretary shall give consideration to the memorandum record provided for in Section 2. The conclusions of the Secretary as to the extent and amount of such maintenance shall be final and conclusive as to all parties to this Agreement.

6. The Local Agency agrees not to restrict below legal limits the size, weight, or speed of vehicles using the roads or streets covered by this Agreement except as stated above under Vehicle Restrictions.

7. No liability shall attach to WSDOT or the Local Agency by reason of entering into this Agreement except as expressly provided herein.

In Witness Whereof, the parties hereto have executed this Agreement as of the party's date signed last below.

LOCAL AGENCY	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION
By: _____	By: _____
Printed: _____	Printed: _____
Title: _____	Title: _____
Date: _____	Date: _____

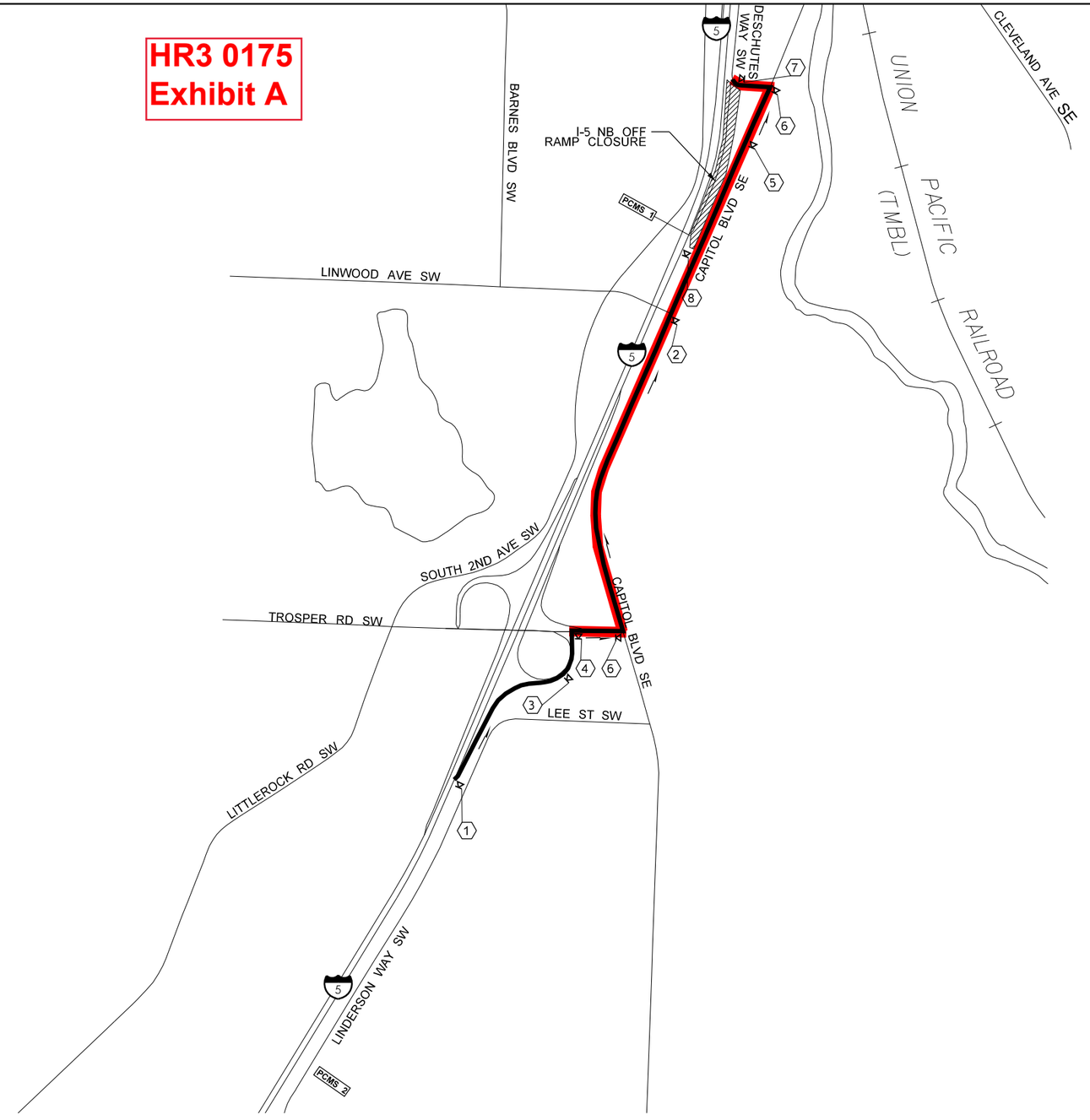
ATTEST :

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

HR3 0175
Exhibit A



INSTALL DURING CLOSURE

PCMS 1 MESSAGE	
1	2
EXIT 103 CLOSED	USE ALT ROUTE
2.0 SEC	2.0 SEC

FIELD LOCATE AT RAMP ENTRANCE

INSTALL DURING CLOSURE

PCMS 2 MESSAGE	
1	2
EXIT 103 CLOSED	FOLLOW DETOUR
2.0 SEC	2.0 SEC

FIELD LOCATE APPROX 0.50 MILES IN ADVANCE OF EXIT 102

48" DETOUR 36" — M4-9 (MOD) — 1

48" DETOUR 36" — M4-9 (MOD) — 3

48" DETOUR 36" — M4-9 (MOD) — 5

48" END DETOUR 36" — M4-8A — 7

48" DETOUR 36" — M4-9 — 2

48" DETOUR 36" — M4-9R — 4

48" DETOUR 36" — M4-9L — 6

48" RAMP WILL BE CLOSED XX/XX-XX/XX X:XXPM - X:XXAM 60" — R11-1501 (B/W) INSTALL 7 DAYS MIN. PRIOR TO CLOSURE — 8

NOTES:

1. ALL SIGNS SHALL BE 48" X 48", UNLESS OTHERWISE SHOWN. ALL SIGNS SHALL BE BLACK ON ORANGE, UNLESS OTHERWISE SHOWN.
2. ALL SIGN LOCATIONS ARE APPROXIMATE. SIGN SPACING SHALL BE ADJUSTED TO ACCOMMODATE INTERSECTIONS AND TO FIT ROADWAY CONDITIONS.
3. PCMS LATERAL CLEARANCE AND DELINEATION TO BE PROVIDED IN ACCORDANCE WITH STANDARD SPECIFICATION 1-10.3(3)C2.
4. SEE TC005 AND TC012 FOR TYPICAL OFF-RAMP CLOSURE PLAN.

LEGEND:

- CONSTRUCTION SIGN CLASS B
- PCMS — PORTABLE CHANGEABLE MESSAGE SIGN
- WORK AREA
- DETOUR ROUTE
- (?) — CONSTRUCTION SIGN NOTE

I-5 / US 101 / DESCHUTES PARKWAY INTERCHANGE DETOUR PLAN

NOT TO SCALE

FILE NAME	c:\users\kozlowsp\pw_wsdot\d0523864\XL6593_PS_DU_015A.dgn
TIME	1:22:42 PM
DATE	12/15/2022
PLOTTED BY	kozlowsp
DESIGNED BY	S. KOZLOWSKI
ENTERED BY	S. KOZLOWSKI
CHECKED BY	L. CHESLOCK
PROJ. ENGR.	V. HALL
REGIONAL ADM.	S. ROARK

REVISION	DATE	BY

REGION NO. 10 — STATE WASH
JOB NUMBER 22C512
CONTRACT NO. XL6593
FED.AID PROJ.NO. 9999(897)

P.E. STAMP BOX — DATE

PRELIMINARY

P.E. STAMP BOX — DATE

Washington State Department of Transportation

OR - REGION WIDE CRACK SEALING

DETOUR PLAN

PLAN REF NO DU15A

SHEET X OF X SHEETS

pw:\\HQOLYMAPPPW03P.WSDOT.LOC:WSDOT\Documents_HQ\Fish Passage\CRproj\0001Y12554\Task Order AU\700PROJTEC\705 Traffic ControlSheets\XL6593_PS_DU_015A.dgn

TO: City Council

FROM: John Doan, City Administrator

DATE: January 17, 2023

SUBJECT: 2023 City Council Meeting Schedule and Summer Recess

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1) Recommended Action:

Pass a motion approving the 2023 City Council meeting schedule and Summer Recess. This includes canceling the April 25th Worksession, July 4th Regular Council meeting, November 23rd Public Works Committee, and December 26th Worksession. Due to the primary and general election, reschedule Tuesday, August 1st to Monday, July 31st, and Tuesday, November 7th to Monday, November 6th, and schedule Summer Recess for the last two full weeks in August, starting August 14th.

---

2) Background:

Council Rules Section 3.3 states: the Council will generally not schedule regular meetings, worksessions, and committee meetings during two weeks of August of each year. Staff recommends the last two weeks which would result in no Council/Committee meetings for three weeks because of the 5th Tuesday in that month. Deciding the break at this time allows staff to adjust project deadlines according to available meeting dates and vacation scheduling by elected officials, Thurston Community Media, and City staff.

Council Rules Section 3.2 states: regular Meetings which fall on a primary or general election day may be moved to the Monday immediately prior at the discretion of the Mayor.

---

3) Policy Support:

VISION | MISSION | BELIEFS

Our Mission:
In active partnership with our community, we provide courageous leadership and essential municipal services to cultivate a prosperous economy, a healthy natural environment, vibrant neighborhoods, and a supportive social fabric.

---

4) Alternatives:

- ❑ Schedule Summer Recess for the first two weeks of August.
- ❑ Do not cancel or reschedule the meetings
- ❑ Some other course of action

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5) Fiscal Notes:

There is no fiscal impact determining the meeting schedule and summer recess.

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6) Attachments:

None.

TO: City Council

FROM: Brad Medrud, Planning Manager

DATE: January 17, 2023

SUBJECT: 2023 Long Range Planning Work Program

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1) Recommended Action:

Approve 2023 Long Range Planning Work Program.

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2) Background:

The City Council approves an annual Long Range Planning Work Program at the beginning of each year. The City Council and Planning Commission discussed the draft work program at a joint worksession on December 13, 2022 and the General Government Committee talked over the draft work program on January 11, 2023.

The City Council, Planning Commission, residents, property owners, and City staff typically propose annual work program items. The draft 2023 Long Range Planning Work Program includes the City's 2023-2025 Comprehensive Plan periodic update and a limited annual docket of Comprehensive Plan Amendments.

---

3) Policy Support:

Land Use Element Policy LU-1.9 Ensure consistency between the Land Use Element and the Tumwater Zoning Code.

Land Use Element Action LU-1.9.1 Implement the Land Use Element by revising the Zoning Code and other municipal Codes to reflect the goals, policies, actions, and designations outlined in the Land Use Element.

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4) Alternatives:

- ❑ None.

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5) Fiscal Notes:

The work program includes items that are internal funded as well funded through outside grants.

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6) Attachments:

A. Staff Report
B. Draft 2023 Long Range Planning Work Program

Attachment A

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

Memorandum

Date: January 17, 2023

To: City Council

From: Brad Medrud, Planning Manager

Subject: 2023 Long Range Planning Work Program

I. Issue

The City Council approves an annual Long Range Planning Work Program at the beginning of each year. The work program will guide all Long Range Planning work during 2023. The City Council and Planning Commission discussed the draft work program at a joint worksession on December 13, 2022 and the General Government Committee discussed the draft work program on January 11, 2023. City Council is expected to approve the 2023 work program on January 17, 2023.

The City Council, Planning Commission, community members, and City staff can propose annual work program items.

The draft 2023 work program consists of work items budgeted for 2.40 FTEs. Since the beginning of April 2022, the Long Range Planning Division has had 1.40 FTEs and is actively trying to recruit to fill the open long range planner position (1.00 FTE).

A substantial component of 2023 through 2025 annual work programs will be the City's 2023-2025 Comprehensive Plan and Development Code periodic update, which is discussed in more detail below. In addition, there will be a limited annual docket of Comprehensive Plan Amendments during these years. The ongoing work on the Bush Prairie Habitat Conservation Plan and with the Regional Housing Council will take more than one quarter of all fully staffed long range planning staff time in 2023.

II. 2022 Accomplishments

The following items were completed from the 2022 Long Range Work Program:

- Emergency Shelters and Housing (Ordinance No. O2021-019)
- Trosper Lake Island (Ordinance No. O2022-002) and Eleven Islands Annexations (Ordinance No. O2022-001)

- 2022 Comprehensive Plan Amendments (Ordinance No, O2022-003)
- Binding Site Plan Amendments (Ordinance No. O2022-004)
- Planned Unit Development Chapter Update (Ordinance No. O2022-006)
- Housing Action Plan – Tenant Protections (Ordinance Nos. O2022-010 and O2022-012)
- General Development Code Housekeeping Amendments (Ordinance Nos. O2022-013 and O2022-015)
- US Census Population Adjustment

The following items are still ongoing from the 2022 Long Range Work Program

- 2022-2025 Comprehensive Plan Periodic Update
- Bush Prairie Habitat Conservation Plan
- Regional Housing Council
- Hazard Mitigation Plan for the Thurston Region Update
- Housing Action Plan – Rental Registration (Ordinance No. O2022-014)
- Urban Forestry Management Plan – Landscaping and Buffering Requirements Update
- Urban Forestry Management Plan – Street Tree Standards Update
- Urban Forestry Management Plan – Tree and Vegetation Preservation Regulation Update
- Thurston County Code Title 22 – Tumwater Urban Growth Area Zoning Update
- Equity Toolbox
- Code Compliance Team

III. 2023 Long Range Work Program

For more details on individual projects and estimated staff hours, please see Attachment B *Draft 2023 Long Range Planning Work Program*.

1. **<u>Comprehensive Plan Amendment Docket</u>** – Discussed further below

   Approximately 22% of all staff time

   a. 2023-2025 Comprehensive Plan Periodic Update (Continued from 2022)

   b. 2023 Comprehensive Plan Amendments (New)

2. **<u>Development Regulation Amendment Docket</u>**

   Approximately 22% of all staff time

a. Tumwater Housing Action Plan Amendments – Rental Registration (Continued from 2022)

b. Urban Forestry Management Plan Amendments – Landscaping, Street Tree Standards, and Tree and Vegetation Preservation (Continued from 2022)

c. Other Amendments – 2023 Housekeeping (New), Development Regulation Periodic Update (New), and Thurston County Code Title 22 – Tumwater Urban Growth Area Zoning (Continued from 2022)

3. Other Planning Projects

Approximately 33% of all staff time, HCP approximately 14% of all staff time

a. Bush Prairie Habitat Conservation Plan (Continued from 2022)

b. Equity Toolbox (Continued from 2022)

c. Hazard Mitigation Plan Update (Continued from 2022)

d. Managing MFTE Program (Continued from 2022)

e. As well as Permit Review Support, FEMA Flood Studies, Public Inquiries, and other items (New and continued from 2022)

4. General Management and Coordination

Approximately 23% of all staff time, RHC approximately 12% of all staff time

a. General Coordination with Other Departments – Code Compliance Team, Traffic Team and other items (Continued from 2022)

b. General Coordination with Other Jurisdictions

i. Regional Housing Council (minimum 0.25 FTE per Memorandum of Understanding) (Continued from 2022)

ii. Work Port of Olympia, other cities, County, TRPC, and Intercity Transit among others (Continued from 2022)

iii. Department Management (Continued from 2022)

iv. Training (Continued from 2022)

IV. 2023-25 Comprehensive Plan and Development Code Periodic Update

Under the Growth Management Act, the City is required to conduct a periodic update of its Comprehensive Plan and related development regulations on a ten-year cycle. The Comprehensive Plan is a legal document adopted by the City Council that establishes policies to guide future development of the City. The City Council, Planning Commission, and the

community use the Comprehensive Plan to inform decisions about land use, housing, environmental protections, capital improvements, and development regulations.

The updated Comprehensive Plan will address diversity, equity, and inclusion throughout the Plan and incorporate climate mitigation, adaptation, and sustainability goals and actions in all the individual Elements and Plans.

The City is required to complete work on the periodic update cycle by June 30, 2025 for a Comprehensive Plan that will cover 2025 to 2045. Work on the periodic update started this fall.

At the direction of the City Administrator, the Comprehensive Plan document that will come out of the periodic update process will be shorter, leaner, and more user friendly. The updated Comprehensive Plan will consist of shorter individual Elements and Plans with appendices that contain the required technical information. The City of SeaTac Comprehensive Plan is an example of the format.

At the end of the process, there will also be a brief Comprehensive Plan goal and policy guide for use by staff and policymakers.

1. **Community Engagement**

   The objective of the community engagement process is to establish how the City will engage the public and stakeholders throughout the Comprehensive Plan update. Staff will use a range of public participation strategies to encourage and facilitate community involvement in the periodic update process.

   The community engagement process will be flexible and will evolve to take advantage of events and opportunities that may arise. The process will employ multiple tools and platforms to inform and involve the community and internal and external stakeholders in the periodic update. Staff will work with the City's Communications Team to prepare a Public Engagement Plan that will guide this process.

   Timeline for Community Engagement

   Phase I – Start Community Engagement

   Fall 2022 – Summer 2023

   In Phase I, staff will begin to review the visions, goals, and policies in the existing Comprehensive Plan and prepare gap analyses of all the Comprehensive Plan Elements and Plans. The community and stakeholders will be introduced to the periodic update process through a series of communications and asked to prioritize the Comprehensive Plan's vision, goals, and policies through a variety of media outreach methods, including surveys, utility inserts, open houses, informal meetings, presentations, and social media.

   Phase II – Plan Development

   Summer 2023 – Spring 2024

   In Phase II, feedback gathered through the community engagement process will be incorporated into the draft Comprehensive Plan Elements and Plans. Staff

will present the draft language to city advisory boards and commissions as well as focus groups comprised of subject-area experts for review and response.

In addition to continuing to employ the strategies started in Phase I, Phase II will include consultation with the City Council and the City's advisory boards and commissions that will continue throughout the periodic update process. These groups, as well as external and internal stakeholders, will review and provide feedback on the draft Comprehensive Plan Elements and Plans. Feedback gathered through the community engagement process will also be shared with these groups.

Focus groups of technical experts will review those Comprehensive Plan Elements and Plans that are not represented through the City's boards or commissions. The focus groups will review and provide input into relevant draft Comprehensive Plan Elements and Plans. Feedback gathered through the community engagement process will also be shared with these groups.

Phase III – Legislative Process

Summer 2024 – June 30, 2025

a. Draft Plan

The City will complete draft versions of the Comprehensive Plan Elements and Plans during Phase III. Several public open house meetings will provide an opportunity to see the draft Plan prior to the Joint Council - Planning Commission public hearing. Relevant City advisory boards and commissions will develop recommendations that will be forwarded to the Planning Commission. All the focus group members will have an opportunity to review the work, as well.

The process will culminate in the adoption of a new Comprehensive Plan by the Growth Management Act deadline of June 30, 2025.

b. Open Houses

In addition to continuing to employ the strategies started in Phases I and II, Phase III will include Open Houses to present the draft updated Comprehensive Plan to the public prior to the start of the legislative process. Staff will provide an overview of the periodic update, draft goals, policies, and actions, and next steps in the process. Information about open house dates and other key meeting dates will be widely distributed through media identified in the Community Engagement Plan.

c. Commission Worksessions and Public Hearing

The Planning Commission will hold a number of worksessions to discuss the Comprehensive Plan Elements and Plans. Opportunities for a joint worksessions will be considered.

The Planning Commission will then conduct a public hearing to gather public comment on the draft Comprehensive Plan before developing findings of fact, conclusions, and recommendations that will be forwarded to City Council.

Public notice of the public hearing will be published in accordance with State law and the Tumwater Municipal Code at least 30 days prior to the date of the hearing. In addition to the required noticing procedures, notice will also be provided through means identified in the Engagement Plan.

d. City Council Adoption Process

The City Council's General Government Committee and Public Works Committee will periodically review and discuss the updates to the Comprehensive Plan Elements and Plans. All meeting dates and materials will be posted on the city's website and notice will be provided through means identified in the Engagement Plan.

The City Council will hold a number of worksessions to discuss the Plan's Comprehensive Plan Elements and Plans. The City Council will consider the recommendation forwarded by the Planning Commission. In addition to the required noticing procedures, notice of City Council meeting will also be provided through means identified in the Engagement Plan.

2. Process and Schedule

A. Comprehensive Plan Periodic Update

Phase I – Start Community Engagement – *Fall 2022 – Summer 2023*

1) Develop Periodic Update Work Program – *October through December 2022* – Determine general outline of resources needed for the periodic update, its schedule, and stakeholders
2) Develop Community Engagement Plan – *Winter 2023*
3) Gap Analysis of Current Comprehensive Plan Goals and Policies – *Winter 2023*
4) Start Community Engagement Process – *Winter 2023 through June 30, 2025*
5) Consultant Selection and Contracting – Develop and issue request for proposals for consultant and consultant selection and contracting – *Spring and Summer 2023*
6) Data Gathering – Staff and consultants gather data and start review of the Elements, Plans, and maps – *Spring and Summer 2023*
7) Regional Review Coordination – Coordinate review of the Comprehensive Plan Elements and Plans with other jurisdictions – *Starts Spring 2023*

8) Initial Comprehensive Plan Element and Plan Review Meetings – *Winter to Summer 2023*

a) Community Stakeholders

b) Planning Commission

c) City Council

Phase II – Plan Development – *Summer 2023 – Spring 2024*

1) Periodic Update Start – Staff and consultants start updates to draft Comprehensive Plan Elements, Plans, and maps – *Summer and Fall 2023*

2) Individual Comprehensive Plan Element and Plan Discussions and Worksessions – *Fall 2023 – Spring 2024*

a) Community Stakeholders

b) Planning Commission

c) City Council

3) Complete Draft of Periodic Update – Staff and consultants complete draft of the Comprehensive Plan Elements, Plans, and maps – *Spring 2024*

Phase III – Legislative Process – *Summer 2024 – June 30, 2025*

1) SEPA and Commerce Review – *Summer 2024*

2) Public Adoption Meetings – *Summer and Fall 2024 and Winter 2025*

a) Community Stakeholders

b) Planning Commission

c) City Council

3) Submit Notice of Adoption to Commerce – *Spring 2025*

B. Capital Facilities Plan Update – 2023

1) Preliminary Docket Process – *Winter 2023* – Expected to also include the Old Highway 99 Corridor Study

2) Develop Capital Facilities Plan – *Spring and Summer 2023*

3) SEPA and Commerce Review – *Summer 2023*

4) Final Docket Process – *Fall 2023* – Expected to also include the Old Highway 99 Corridor Study

C. Capital Facilities Plan Update – 2025

1) Preliminary Docket Process – *Winter 2025*

2) Develop Capital Facilities Plan – *Spring and Summer 2025*

3) SEPA and Commerce Review – *Summer 2025*

4) Final Docket Process – *Fall 2025*

D. Development Code Periodic Update Process – 2024/2025

1) Gap Analysis of Current Development Code Regulations (Titles 16, 17, and 18) and Title 3 – *Summer and Fall 2024*
2) Draft Ordinance – Staff and consultants complete draft ordinance – *Winter 2025*
3) SEPA and Commerce Review – *Winter 2025*
4) Public Adoption Meetings – *Winter 2025 and Spring 2025*
5) Submit Notice of Adoption to Commerce – *June 30, 2025*

3. Resources Needed

A. Staff

The periodic update is expected to require the following staff resources:

1) Community Development Department
   a) Planning – The periodic update process is expected to require 70% of one FTE in 2023 and 2024.
   b) Economic Development – The minor periodic update of the goals and strategies in the Economic Development Plan and coordination with the Economic Development Manager and a consultant to update the data workbook is expected to require 5% of one FTE in 2023 and 2024.
2) Executive Department
   a) Executive - – The periodic update will require staff time from the Executive Team to support the periodic update.
   b) Communications Team – The periodic update will require staff time from the Communications Team to support the actions identified in the Public Engagement Plan.
3) Transportation & Engineering Department
   a) Transportation – The major periodic update of the Transportation Plan will require staff time from the Transportation & Engineering Department Director and Transportation Manager and coordination with a consultant.
   b) GIS Team – The periodic update will require staff time from the GIS Team to support the periodic update.
4) Water Resources & Sustainability Department – The major periodic update of the Lands for Public Purposes Element and Conservation Element will require staff time from the Water Resources & Sustainability Department Director and from the Water Resources & Sustainability staff including the Sustainability Coordinator.

5) Parks & Recreation Department – The major periodic update of the Parks, Recreation, and Open Space Plan would require staff time from the Parks & Recreation Department Director and from the Parks & Recreation staff and coordination with a consultant has been identified, but that work is not funded as part of this periodic update process. Some form of minor update to the Parks, Recreation, and Open Space Plan will occur as part of the periodic update and the major periodic update of the Parks, Recreation, and Open Space Plan will occur later.

B. Consultants

The periodic update is expected to require the following consultant resources for the following:

1) Economic Development Plan – Minor update of Plan that was updated last in 2019.

2) Transportation Plan – Major update of Plan that was updated last in 2016.

C. Funding

State funding for the periodic update will be available starting July 1, 2023. The City is expecting State funding to be $125,000 with the rest of the funding coming from general fund or other grant opportunities.

4. More Information

The State Department of Commerce Periodic Update Guidance contains the state requirements, guidance, and checklists for the periodic update process.

In addition, the Puget Sound Regional Council is conducting a series of PSRC Comprehensive Plan Workshops on a variety of topics related to the periodic update process.

More information on the periodic update process can be found here:

1. State Department of Commerce, Growth Management Topics
2. Municipal Research Services Center, Comprehensive Planning

Attachment B

2023 DRAFT CITY OF TUMWATER LONG RANGE PLANNING WORK PROGRAM

	PROJECT	STAFF HOURS	PROPOSED BY	PROJECT DESCRIPTION/COMMENTS
	COMPREHENSIVE PLAN AMENDMENT DOCKET			
1	2025 Comprehensive Plan Periodic Update	780	City Staff	Starting in Fall 2022 through June 30, 2025, prepare required ten-year periodic update to the City's Comprehensive Plan, including updates to the Conservation, Housing, Land Use, Lands for Public Purposes, and Utilities Elements as well as the Parks, Recreation, and Open Space Plan and Transportation Plan. Work in 2023 will primarily be focused on community engagement, applying for a grant from the Department of Commerce, working with other City departments and consultants on draft elements and plans. Will involve updates to Littlerock Subarea Plan, Town Center Plan, and Mixed Use land use designation. Work with Planning Commission, Parks and Recreation Commission, General Government Committee, and City Council.
2	*2023 Comprehensive Plan Amendments*	*160*	*City Staff*	*Review at least two public amendments through preliminary and final docket process. Includes two City proposed amendments: 1) 2024 - 2030 Six-Year Capital Facilities Plan Update [See also Development Code Regulation Amendment Docket, Other Planning Projects #8.] and Old Highway 99 Corridor Study. Preliminary docket briefings and worksessions. Final docket informal meetings, briefings, worksessions, and hearing. Prepare preliminary docket summary, staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.*
	Subtotal	**940**		
	DEVELOPMENT REGULATION AMENDMENT DOCKET			
	1. Tumwater Housing Action Plan Amendments			
a	*Housing Action Plan - Rental Housing Registration (O2022-014)*	*80*	*City Council*	*Ongoing from 2018. Part of Resolution No. O2018-016 Homelessness and Housing Affordability response and addressing 2021 Tumwater Housing Action Plan actions. Started in 2022. Complete City Council worksessions and hearing. Update staff report, ordinance, and other materials and work with other City staff and City Council.*
		80		
	2. Urban Forestry Management Plan Amendments			
a	*Landscaping and Buffering Requirements (O2022-007)*	*160*	*City Staff*	*Ongoing from 2022. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to complete update to landscape buffering and screening regulations (TMC 18.47). Consultant management. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.*
b	*Street Tree Standards Update (O2021-016)*	*160*	*City Staff*	*Ongoing from 2021. After completion of the Urban Forestry Management Plan update in 2021, prepare update to street tree regulations (TMC 12.24), a Street Tree Plan, and guidelines throughout the code. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.*
c	*Tree Preservation Regulation Update (O2022-008)*	*200*	*City Staff*	*Ongoing from 2022. After completion of the Urban Forestry Management Plan update in 2021, work with consultant to complete update to tree preservation regulations (TMC 16.08). Consultant management. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Tree Board, Planning Commission, General Government Committee, and City Council.*
		520		
	3. Other Amendments			
a	*General Development Code Housekeeping Amendments*	*140*	*City Staff*	*Address minor housekeeping amendments from 2022 and 2023, including updating code that addresses underground utililties, recycling, compost handling facilities, and open space in manufactured home parks. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.*
b	*Development Regulation Periodic Update*	*40*	*City Staff*	*Start process of reviewing and updating the development code to address the required state periodic update. Review Commerce checklist and Ecology checklist for critical areas. Will involve updates to SEPA, Littlerock Subarea regulations, Town Center regulations, and Mixed Use zone district. Briefings, worksessions, and hearing would occur in 2024-25, as well as preparing the staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.*
d	*Thurston County Code Title 22 - Tumwater Urban Growth Area Zoning*	*160*	*City Staff*	*After completion of the Joint Plan update in 2021, start work with County staff to revise Thurston County Code Title 22 and City development codes as needed to be consistent in the Urban Growth Areas. Schedule will depend on County work plan. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with City and County Planning Commissions, General Government Committee, and City Council.*
		340		
	Subtotal	**940**		

	OTHER PLANNING PROJECTS			
1	Annexations	0	City Staff	Briefings, worksessions, and hearings. Prepare staff reports, ordinances, and other materials and work with County, Office of Financial Management, Boundary Review Board, General Government Committee and City Council.
2	Current Planning Projects	48	City Staff	Advise permit staff on large permitting projects.
3	Deschutes Flood Reduction Study/Thurston and Olympia Lakes Flood Map Study	60	City Staff	Support Deschutes Flood Reduction Study and Thurston and Olympia Lakes Flood Map Study work.
4	Equity Toolbox	120	City Staff	Ongoing from 2021. At request of City Administrator, work with consultant to prepare equity toolbox. Meetings with City staff and research.
5	GIS / GIS Support	80	City Staff	Support on unspecified projects, inquiries, and requests
6	Grant Funding	20	City Staff	Research grant funding opportunities that support long range planning goals. Senior housing support is one potential grant area.
7	Habitat Conservation Plan	600	City Council	Ongoing from 2016. Phase II and III work. Includes consultant management and coordination with Port and USFWS. NEPA/SEPA EIS support as state SEPA lead agency. Briefings, worksessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Port staff, USFWS, WDFW, Planning Commission, General Government Committee, and City Council. Includes consultant management and grant management.
8	Hazard Mitigation Plan for the Thurston Region	160	City Staff	Ongoing from 2021. Update the City of Tumwater chapter of the Hazard Mitigation Plan for the Thurston Region. The current plan is due for an update in 2023. Thurston County Emergency Management and Thurston Regional Planning Council (TRPC) secured a FEMA Pre-Disaster Mitigation grant to update our region's plan. The plan update process is expected to launch in November 2021 and take approximately 18 months to complete. Participation in a multi-agency planning workgroup. Briefings, worksessions, stakeholder meetings, and community meetings. Work with other City departments, internal stakeholder team, Planning Commission, General Government Committee, and City Council.
9	Housing - Affordability and Homelessness	48	City Council	Ongoing from 2020. Work outside of development regulation amendments above and specific Regional Housing Council management and coordination meetings below on other housing affordability and homelessness strategies. Marketing.
10	Housing Action Plan - Infrastructure (Housing Affordability Fee Work Plan Ordinance #9/Housing Action Plan Action 1.m.)	60	City Council	Part of Housing Affordability Fee Work Plan approved May 28, 2019 and Housing Action Plan approved 2021. Work with the Public Works Department to make infrastructure investments for infill areas needing upgrades with follow-up by City staff to develop potential scenarios with emphasis on areas where housing affordability is most likely to occur. [See also Comprehensive Plan Amendment Docket, 2023 Comprehensive Plan Amendments, #2]. Public meetings, briefings, worksessions, hearing, and ordinance.
11	Long Range Planning Website Updates	12	City Staff	Ongoing.
12	Managing Multifamily Tax Exemption Program	100	City Staff	Manage new applications and annual reporting toteh State for the City's TMC 3.30 Multifamily Housing Tax Exemptions programs. Briefings, worksessions, and hearings. Prepare staff reports, contarcts, and other materials and work with General Government Committee and City Council.
13	Public Inquiries and General City Council and Interdepartmental Support	260	Various	Support on unspecified projects, inquiries, and requests.
	Subtotal	**1,460**		
	GENERAL MANAGEMENT AND COORDINATION			
1	General Coordination with Other City Departments	**92**	City Staff	Various
a	*All City Staff Meetings*	*8*	*City Staff*	*Quarterly meetings*
b	*Code Compliance Team*	*16*	*City Staff*	*Ongoing monthly meetings*
c	*GIS Team*	*8*	*City Staff*	*Ongoing meetings*
d	*Green Team*	*16*	*City Staff*	*Ongoing meetings*
e	*Stormwater Interdisciplinary Team*	*12*	*City Staff*	*Ongoing meetings*
f	*Traffic Team*	*24*	*City Staff*	*Ongoing meetings*
g	*Web Team*	*8*	*City Staff*	*Ongoing meetings*
2	General Coordination with Other Jurisdictions	**673**	City Staff	Various
a	*Port of Olympia*	*24*	*City Staff*	*Quarterly Meetings and other coordination*
b	*City of Olympia*	*8*	*City Staff*	*Review proposed Comprehensive amendments and other coordination outside of housing*
c	*Intercity Transit*	*8*	*City Staff*	*Coordination with staff*
d	*Olympia School District*	*1*	*City Staff*	*Coordination with staff*
e	*Regional Housing Council*	*520*	*City Staff*	*Ongoing from 2020. Bimonthly RHC meetings, monthly City Staff RHC prep meetings, weekly technical team meetings, annual grant review, and other workgroup meetings. 0.25 FTE annual commitment per MOU.*
f	*State of Washington*	*4*	*City Staff*	*Coordination with staff*
g	*Thurston County*	*24*	*City Staff*	*Ongoing coordination not associated with a specific project, includes long range planning coordination with four jurisdictions*
h	*Thurston County TDR Program*	*24*	*City Staff*	*Coordination with Council and other City staffs on updating TDR program*
i	*Thurston Regional Planning Council*	*28*	*City Staff*	*Regional planner meetings/jurisdiction meetings*
j	*Thurston Thrives - Housing Action Team*	*24*	*City Staff*	*Attend monthly regional coordination meetings*
k	*Tribal Governments*	*4*	*City Staff*	*Coordination with staff*
l	*Tumwater School District*	*4*	*City Staff*	*Review Capital Facilities Plan and other coordination*
3	Department Management	**188**	City Staff	Various
a	*General Management*	*60*	*City Staff*	*Staff review and development. Managing staff.*
b	*Management Team Meetings*	*80*	*City Staff*	*Ongoing Weekly Meetings*
c	*Planning Commission Support*	*48*	*City Staff*	*Ongoing coordination with chair. Zoom meeting management.*
4	Training	**60**	City Staff	AICP certificate maintenance. Conferences.
	Subtotal	**1,013**		
	TOTAL HOURS:	**4,353**		
	TOTAL REQUIRED PLANNERS (FTEs):	**3.00**		Approved by the City Council on January _____, 2023
	TOTAL AVAILABLE PLANNERS (FTEs):	**2.50**		
	TOTAL AVAILABLE PLANNER TIME (Hours X FTEs):	**4,351**		Note: Staff hours for items that include briefings, worksessions, and ordinances include a minimum
	PLANNER TIME DIFFERENCE(Hours X FTEs):	**-2**		number of public meetings (5) and hours for the public meeting process (40).

	PROJECT	STAFF HOURS	PROPOSED BY	PROJECT DESCRIPTION/COMMENTS
BELOW THE LINE PROJECTS (To be considered as projects above are completed and staff time is available)				
→	Aquifer Protection Standards Amendments	80	City Staff	Update TMC 16.24 Aquifer Protection Standards and TMC 18.39 AQP Aquifer Protection Overlay to consider extending protections offered by the City system to other water systems in the City per Planning Commission recommendation on April 9, 2019. Briefings, worksessions, hearing, and ordinance.
→	Autonomous Vehicles	80	City Staff	See TVW series on transportation 2019 per John Doan. Prepare update to regulations. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Basin Plans – Deschutes and Black Lake (Subdivision Code/Housing Types	120	City Staff	Thurston County and TRPC led basin planning efforts for Black Lake and Deschutes basins. Black Lake Basin Water Resource Protection Study, Final Report was issued June 2015. Study recommended considering removal of portion of UGA on south Black Lake. Consider fire service (Black Lake) and conversion of septic systems to sewer. Appendix E of Study included suggested amendments to the City's Subdivision code for new subdivisions near wetlands and high groundwater flooding. Deschutes Basin Watershed Land Use Analysis, Scenario Development Report issued November 2016.
→	Citywide Design Standards Update	80	City Staff	Review how the Citywide Design Guidelines (TMC 18.43) have been working since adoption in 2016. Includes addressing corner setbacks for industrial zone district in the Citywide Design Guidelines do not match the standards found in the municipal code (TMC 18.24 and TMC 18.43) and addressing materials of new mini-storage uses (TMC 18.43). Briefings, worksessions, hearing, and ordinance.
→	Code Enforcement Amendments	60	City Staff	Ongoing from 2020. Substantive code revisions to reconcile International Property Maintenance Code (TMC 15.18) and Nuisances Code (TMC 8.04). Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with General Government Committee and City Council.
→	Electric Vehicle Infrastructure	80	City Staff	Work with Building Official on electric vehicle charging infrastructure requirements for new commercial buildings per WAC 51-50-0427. Prepare update to regulations. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Essential Public Facilities	120	City Staff	Separate essential public facilities from the Conditional Use Permit chapter (TMC 18.56) and establish conditions for each of the individual essential public facilities. Briefings, worksessions, hearing, and ordinance.
→	Essential Public Facilities - Treatment Facilities	80	City Staff	Code amendments for essential public facilities related to treatment facilities. Related to Comprehensive Plan Amendments. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Housing Action Plan - Development Code Amendments	120	City Staff	After acceptance of Tumwater Housing Action Plan in 2021, associated updates to development regulations to respond to Plan actions. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Housing Affordability Amendments - Unit Lot Subdivision (Housing Affordability Text Work Plan Ordinance #4)	100	City Staff	Part of Housing Affordability Work Plan approved May 28, 2019. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Multifamily Tax Exemption Update	160	City Staff	Review and update TMC 3.30 Multifamily Housing Tax Exemptions to response to 2021 updates to state law. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Pipeline - Land Use Review	80	City Staff	Review proposed land use and zoning along the Olympic fuel pipeline and Williams natural gas pipeline and propose amendments as needed. Coordinate with County for Urban Growth Area issues as needed. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
→	Thurston Climate Mitigation Plan - Related Development Code Amendments	120	City Council	After acceptance of Thurston Climate Mitigation Plan in 2021 and the start of Phase 4 implementation, work on associated updates to development regulations. Briefings, worksessions, and hearing. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
	Zero Effect Drainage Discharges	120	City Staff	Review TMC 13.22 - Zero Effect Drainage Discharge after new Drainage and Erosion Control Manual is adopted to see if it is appropriate to revise or remove. From the LID update, look at how TMC 13.22 works with the new City of Tumwater Drainage and Erosion Control Manual and what projects have been built using the code. Briefings, worksessions, and hearings. Prepare staff report, ordinance, and other materials and work with Planning Commission, General Government Committee, and City Council.
	TOTAL HOURS:	**1,400**		

TO: City Council

FROM: Alyssa Jones Wood, Sustainability Coordinator

DATE: January 17, 2023

SUBJECT: American Chestnut Heritage Trees Nomination

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1) Recommended Action:

Staff recommends City Council formally designate the two American Chestnut trees nominated by Alyssa Jones Wood as Heritage Trees. The Tree Board approved this designation at their December 12, 2022 meeting.

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2) Background:

Tumwater Municipal Code 16.08.075 *Heritage Trees* establishes the process by which trees can be nominated for designation by citizens, the Tumwater Tree Board, or City staff.

On October 21, 2022 staff member and Tumwater resident Alyssa Jones Wood nominated the two Champion American chestnut trees at Mills & Mills Funeral Home as heritage trees. At their December 12, 2022 meeting the Tree Board recommended that the City Council approve the Heritage Tree nominations.

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3) Policy Support:

B. Be a leader in Environmental Sustainability
- Implement the Urban Forestry Plan

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4) Alternatives:

- ❑ Reject the nomination.

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5) Fiscal Notes:

Once a Heritage Tree is designated, it is eligible for a commemorative plaque and annual evaluation by the City's contracted Urban Forester. Additionally, staff time will be utilized to update the City's Heritage Tree map.

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6) Attachments:

A. Heritage Tree Nomination Memorandum
B. Memorandum from Sound Urban Forestry

A

City Hall
555 Israel Road SW
Tumwater, WA 98501-6515
Phone: 360-754-5855
Fax: 360-754-4138

HERITAGE TREE NOMINATION

MEMORANDUM

CITY COUNCIL – JANUARY 17, 2023

Background

Following adoption of the Urban Forestry Management Plan on March 2, 2021, the Tree Board reviewed the Tree Board's primarily responsibilities in implementing the Plan, including the heritage tree program. The Tree Board asked staff to:

- Make sure that the City's designated heritage trees lists and maps are updated and current.
- Review opportunities to add memorial trees, such as the September 11, 2001 tree and Arbor Day trees such as those south of the library.
- Review the process for adding signage for the heritage trees.
- Seek new heritage tree nominations from the community.

Among the Urban Forestry Management Plan actions to be implemented, two addressed heritage trees:

Action 2.1.J. Designate, register, and promote heritage trees.

Priority	Leads [Primary (P) & Secondary (S)]	Timing	Monitoring Action
#2	Community Development (P) Tree Board (S)	Start in Spring 2023 based on Peninsula Environmental Group work and update every five years thereafter	Track number of trees considered heritage trees on an ongoing basis

Action 8.1.B. Identify tree specimens, including heritage trees, on City property that illustrate proper tree care and discuss in articles on the City website and social media.

Priority	Leads [Primary (P) & Secondary (S)]	Timing	Monitoring Action
#2	Community Development (P) Parks and Recreation (S) Public Works (S) Tree Board (S)	Start in Spring 2023 and evaluate every five years thereafter	Evaluate program as compared to the Goals, Objectives, and Actions of the Plan

Definition and Resources
From the City's Heritage Trees website, heritage trees are:

> *"Trees that have historical significance, by virtue of age, association to a historical structure, district, person or event, rare or unique species, or significant stand (grove) of trees can be designated as Heritage Trees, and therefore provided with special protections."*

You can find out more about heritage trees on our website here:

> *https://www.ci.tumwater.wa.us/departments/community-development/trees/heritage-trees*

And in TMC 16.08.075 *Heritage trees designated* here:

> *https://www.codepublishing.com/WA/Tumwater/#!/Tumwater16/Tumwater1608.html#16.08.075*

Appendix 1 contains the definitions section of TMC 16.08 *Protection of Trees and Vegetation* as well as TMC 16.08.075 *Heritage trees designated*.

"Heritage trees" and "historic trees" are defined in TMC 16.08.030 as follows:

> *M. "Heritage tree(s)" means tree(s) designated by the city and their owners as historical, specimen, rare, or a significant grove of trees.*
>
> *N. "Historic tree" means any tree designated as an historic object in accordance with the provisions of TMC Chapter 2.62.*

Section 1.03(A) *The Community and Urban Forest: The Early Years* of the Urban Forestry Management Plan notes that:

> *"Over one hundred years ago, the City contained a variety of native tree species. Maple, alder, cedar, ash, hazelnut, hemlock, fir, pine, willow, and Garry oak were predominant. In addition, the early settlers planted orchards for food and planted trees from their homelands for beauty, shade, and historical significance. The Mills and Mills Funeral Home and Memorial Park next to Pioneer Cemetery on Littlerock Road SW have ancient American chestnut (Castanea dentata) trees, a relic from the most abundant tree on the eastern coast before the 1900s."*

Current Heritage Trees

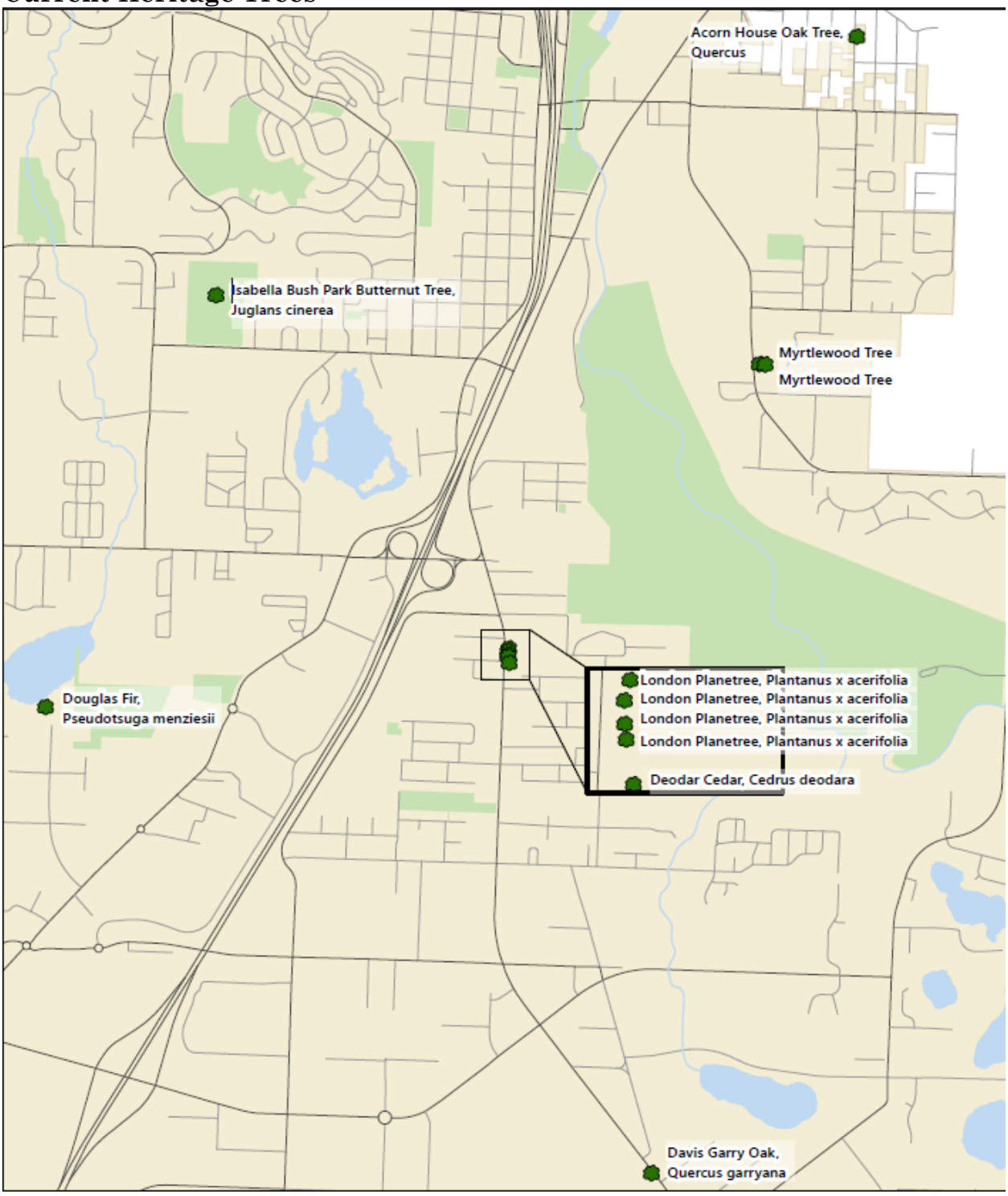


Figure 1. Heritage Trees in Tumwater

Proposed Heritage Tree Nomination

Alyssa Jones Wood filed a nomination form for the two American chestnut trees at 5725 Littlerock Road SW. These trees have been designated by American Forests as Champion Trees, but had not yet received City recognition and designation. A plaque at the site the trees were planted in 1846 and are therefore 176 years old.



Figure 2. American chestnut trees at Mills & Mills Funeral Home

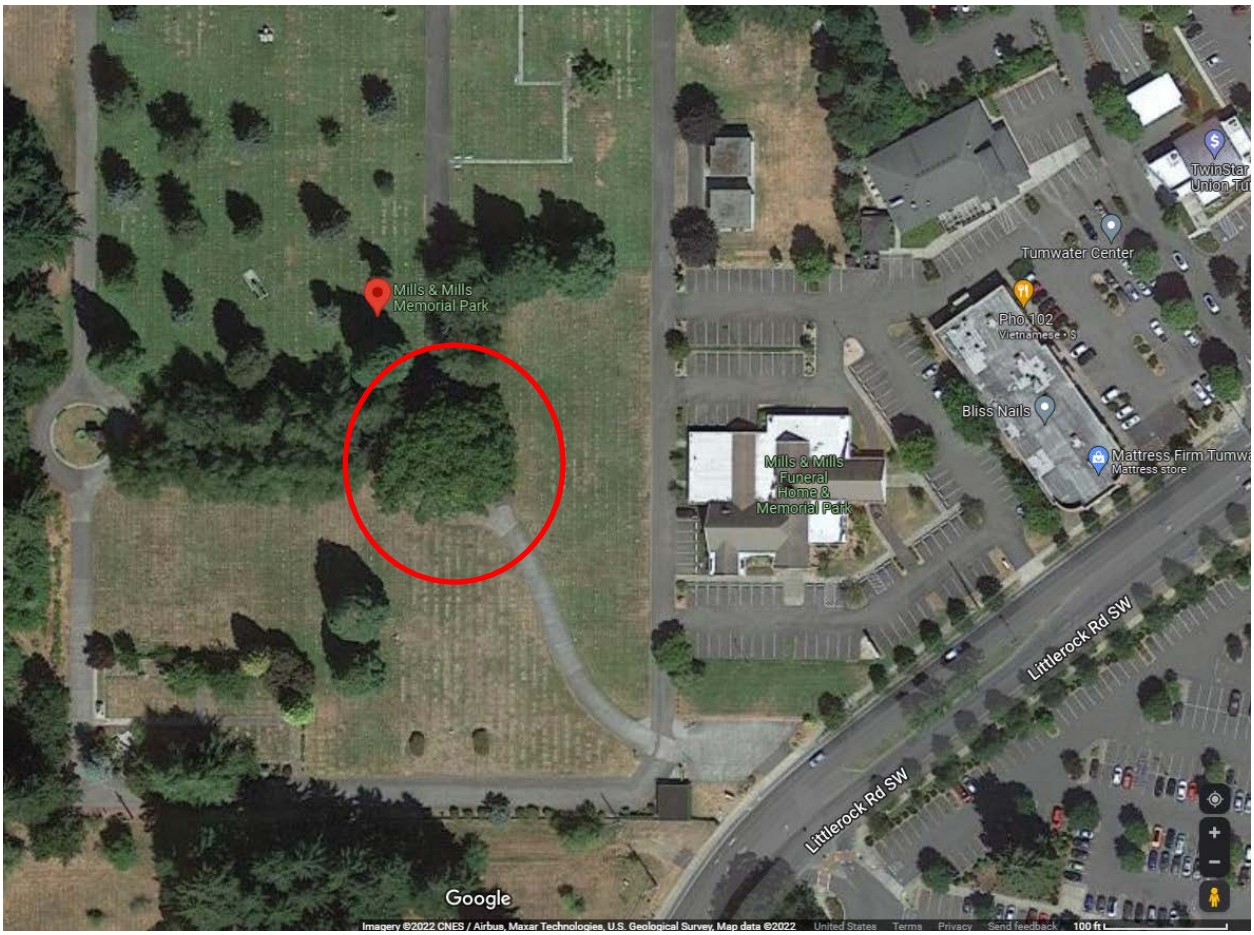


Figure 3. Location of the nominated American chestnut trees

Heritage Tree Memorandum

A new entry to a form/survey has been submitted.

Form Name:	Heritage Tree Nomination Form
Date & Time:	10/21/2022 1:47 PM
Response #:	20
Submitter ID:	11431
IP address:	198.187.0.26
Time to complete:	4 min. , 4 sec.

Survey Details

Page 1

Heritage Tree Nomination Form

Trees that have historical significance, by virtue of age, association to a historical structure, district, person or event, rare or unique species, or significant stand (grove) of trees can be designated as Heritage Trees, and therefore provided with special protections.

Who is submitting this nomination?

(o) City

Nominator contact information.

Nominator Name	Alyssa Jones Wood
email	AJonesWood@ci.tumwater.wa.us
Daytime Phone Number	(136) 075-4140

What criteria does this tree meet?

(o) Specimen: Age, size, health, and quality factors combine to qualify the tree as unique among the species in Tumwater and Washington State.

Please provide an address or location of the tree(s).

5725 Littlerock Road

Please provide as much information about the tree as you can (size, type, age).

This is a nomination for the two American chestnut trees at Mills & Mills Funeral Home. These two chestnuts are recognized as "champion trees" by American Forests and should be recognized and protected under the City's Heritage Tree program as well.

The landowner must consent to the nomination prior to consideration. Has the landowner agreed to this nomination?

(o) Yes

Landowner contact information

Landowner Name	Mills & Mills Funeral Home
email	Not answered
Daytime Phone Number	(360) 357-7743

If you have a photo you would like to share, please upload it here.

Thank you,
City of Tumwater, WA

This is an automated message generated by Granicus. Please do not reply directly to this email.

Appendix 1 – TMC 16.08 Protection of Trees and Vegetation

[…]

16.08.030 Definitions.

A. "Buildable area" is that portion of a parcel of land wherein a building, parking and other improvements may be located and where construction activity may take place. Buildable area shall not include streams, flood hazard areas, geological hazard areas or wetlands and their buffers as defined in TMC Chapter 18.04. For the purpose of calculating required tree protection open space area, existing and newly dedicated city rights-of-way shall not be included.

B. "City" means the city of Tumwater, Washington.

C. "Code administrator" means the director of the community development department or the director's designated representative.

D. "Conversion option harvest plan (COHP)" means a voluntary plan developed by the landowner and approved by the Washington State Department of Natural Resources and the city of Tumwater, indicating the limits and types of harvest areas, road locations, and open space. This approved plan, when submitted to the Department of Natural Resources as part of the forest practice application and followed by the landowner, maintains the landowner's option to convert to a use other than commercial forest product production (releases the landowner from the six-year moratorium on future development).

E. Critical Root Zone or CRZ. Unless determined otherwise by the tree protection professional, the root protection zone for trees means an area contained inside an area on the ground having a radius of one foot for every inch of tree diameter, measured from four and one-half feet above ground level, but in no event shall the root protection zone be less than a six-foot radius.

F. "Drip line" of a tree means an imaginary line on the ground created by the vertical projections of the foliage at its circumference.

G. "Environmentally sensitive area" means any lands with the following characteristics:

1. "Geologically hazardous areas" as defined in TMC Chapter 16.20;

2. Lakes, ponds, stream corridors, and creeks as defined in TMC Chapter 16.32;

3. Identified habitats with which endangered, threatened, or sensitive species have a primary association as defined in TMC Chapter 16.32;

4. Wetlands as defined in TMC Chapter 16.28.

H. "Grading" means excavation, filling, or any combination thereof. Excavation and grading is governed by the International Building Code (IBC).

I. "Greenbelt" means certain designated areas of a project or development that are intended to remain in a natural condition, and/or private permanent open space, or serve as a buffer between properties or developments.

J. "Greenbelt zone" means any area so designated on the official zoning map of the city and subject to the provisions of TMC Chapter 18.30.

K. "Ground cover" means vegetation that is naturally terrestrial excluding noxious or poisonous plants and shall include trees that are less than six inches in diameter measured at four and one-half feet above ground level.

L. "Hazardous tree" means any tree that, due to its health or structural defect, presents a risk to people or property.

M. "Heritage tree(s)" means tree(s) designated by the city and their owners as historical, specimen, rare, or a significant grove of trees.

N. "Historic tree" means any tree designated as an historic object in accordance with the provisions of TMC Chapter 2.62.

O. "Land clearing" or "clearing" means any activity which removes or substantially alters by topping or other methods the vegetative ground cover and/or trees.

P. "Open space" means unoccupied land that is open to the sky and which may or may not contain vegetation and landscaping features, subject to the provisions in TMC 17.04.325 and 17.12.210.

Q. "Parcel" means a tract or plot of land of any size which may or may not be subdivided or improved.

R. "Qualified professional forester" is a professional with academic and field experience that makes them an expert in urban forestry. This may include arborists certified by the International Society of Arboriculture, foresters with a degree in forestry from a Society of American Foresters accredited forestry school, foresters certified by SAF, or urban foresters with a degree in urban forestry. A qualified professional forester must possess the ability to evaluate the health and hazard potential of existing trees, and the ability to prescribe appropriate measures necessary for the preservation of trees during land development. Additionally, the

qualified professional forester shall have the necessary training and experience to use and apply the International Society of Arboriculture's Guide for Plant Appraisal and to successfully provide the necessary expertise relating to management of trees specified in this chapter.

S. "Topping" is the removal of the upper crown of the tree with no consideration of proper cuts as per the current ANSI A300 Standard. Cuts created by topping create unsightly stubs that promote decay within the parent branch and can cause premature mortality of a tree. Topping a tree is considered to be a removal, and may require a tree removal permit.

T. "Tree" means any healthy living woody plant characterized by one or more main stems or trunks and many branches, and having a diameter of six inches or more measured four and one-half feet above ground level. Healthy in the context of this definition shall mean a tree that is rated by a professional with expertise in the field of forestry or arbor culture as fair or better using recognized forestry or arbor cultural practices. If a tree exhibits multiple stems and the split(s) or separation(s) between stems is above grade, then that is considered a single tree. If a tree exhibits multiple stems emerging from grade and there is visible soil separating the stems, then each soil-separated stem is considered an individual tree. Appropriate tree species under six inches may be considered with approval of the city tree protection professional.

U. "Tree plan" is a plan that contains specific information pertaining to the protection, preservation, and planting of trees pursuant to this chapter.

V. "Tree protection open space" is a separate dedicated area of land, specifically set aside for the protection and planting of trees.

W. "Tree protection professional" is a certified professional with academic and field experience that makes him or her a recognized expert in urban tree preservation and management. The tree protection professional shall be either a member of the International Society of Arboriculture or the Society of American Foresters or the Association of Consulting Foresters, and shall have specific experience with urban tree management in the Pacific Northwest. Additionally, the tree protection professional shall have the necessary training and experience to use and apply the International Society of Arboriculture's Guide for Plant Appraisal and to successfully provide the necessary expertise relating to management of trees specified in this chapter.

(Ord. O2013-017, Amended, 08/19/2014; Ord. O2013-025, Amended, 01/07/2014; Ord. O2011-002, Amended, 03/01/2011; Ord. O2006-014, Amended, 04/17/2007; Ord. O2002-012, Amended, 07/16/2002; Ord. O97-029, Amended, 03/17/1998; Ord. O94-029, Amended, 09/20/1994; Ord. 1311, Amended, 04/07/1992; Ord. 1190, Added, 05/16/1989)

[…]

16.08.075 Heritage trees designated.

A. Trees can be nominated for designation by citizens, the Tumwater tree board, or city staff.

1. Application for heritage tree designation must be submitted to the community development department. The application must include a short description of the trees, including address or location, and landowner's name and phone number. The application must be signed by both the landowner and nominator.

2. The tree board reviews the application and makes a recommendation to the city council.

3. All heritage trees will be added to city tree inventory and public works maps.

B. Trees that are designated as heritage trees shall be classified as follows:

1. Historical – A tree which by virtue of its age, its association with or contribution to a historical structure or district, or its association with a noted citizen or historical event.

2. Specimen – Age, size, health, and quality factors combine to qualify the tree as unique among the species in Tumwater and Washington State.

3. Rare – One or very few of a kind, or is unusual in some form of growth or species.

4. Significant Grove – Outstanding rows or groups of trees that impact the city's landscape.

C. The city will provide an evaluation and recommendation for tree health and care and will provide up to one inspection annually upon request of the landowner. The city may, at its discretion, provide a plaque listing the owner's name and/or tree species/location.

D. Heritage Tree Removal.

1. A tree removal permit is required for removal of any heritage tree(s).

2. The city tree protection professional shall evaluate any heritage trees prior to a decision on the removal permit. Recommendations for care, other than removal, will be considered.

3. Dead or hazardous trees are exempt from a tree removal permit after verification by the city tree protection professional.

E. Heritage Tree Declassification. Any heritage tree may, at any time, be removed from heritage tree status at the request of the landowner after providing two weeks' written notice to the community development department. Unless an agreement can be reached to preserve the tree, the tree will be removed from the heritage tree inventory list and the plaque, if any, will be removed.

(Amended during 2011 reformat; O2006-014, Amended, 04/17/2007; Ord. O2002-012, Amended, 07/16/2002; Ord. O2000-012, Added, 07/18/2000)

Appendix 2 – E-Mail from Edible Forest Gardens

From: Edible Forest Gardens EFG edibleforestgardens@gmail.com
Sent: Sunday, September 20, 2020 10:29 AM
To: Tom Oliva
Cc: edibleforestgardens@gmail.com
Subject: Re: Fruit and nut trees in the Urban Forestry Management Plan

You have some good opportunities with those historic trees in Tumwater.

For example, you could ask Michael Dolan to take students from Bush Middle School to pick up butternuts from under the big tree at the Bush homestead, then plant them in pots, create a nursery site at the school and fence it in, with an automatic watering system for summer, then after a couple of years plant them at the school and around town. If they did it every fall they'd have a continual supply of new trees to plant. Of course that would depend on interest from a teacher and the principal. You could give maybe $200 from the tree fund to Michael Dolan for teaching them.

You could also ask Michael Dolan to take students to the historic fruit trees in February to take cuttings that the students would keep in a refrigerator until April when Michael would help them graft them onto root stock and put them in pots to let them grow in the nursery. In a couple of years they'd have fruit trees to plant around the community and could keep doing it to have a continual supply to plant. I took cuttings from an old fruit tree along Hwy 99 likely planted by Bush, grafted them and am growing them, like I suggest above. It's a Northern Spy, a tasty heritage apple and a good keeper.

Kirsop Farm is in Tumwater. You could ask them to grow rows of nursery nut trees for you. Last spring my interns planted 3,500 chestnuts in rows at Calliope Farm in Olympia to grow chestnut trees they can plant around the community. They're Evergreen students.

These are just a few ideas of possibilities that could help you reach your goals while educating and engaging the community.

The trees would need to be planted in the "right place" by people who commit to care for them and glean from them responsibly in the fall.

I'll forward the Burnt Ridge story of the Bush butternut (an English walnut) separately.

SUF

S O U N D U R B A N F O R E S T R Y, LLC

Appraisals ~ Site Planning ~ Urban Landscape Design and Management
Environmental Education ~ Risk Assessments

11/29/2022

City of Tumwater
Water Resources and Sustainability Department
Alyssa Jones Wood, Sustainability Coordinator
555 Israel Rd SW
Tumwater, WA 98501

RE: Proposed Heritage Trees – Mills & Mills Funeral Home and Memorial Park Chestnut Trees

Ms. Wood:

Upon the request of the City of Tumwater, I have conducted an assessment of two chestnut trees located within the Mills & Mills Funeral Home and Memorial Park property at 5725 Littlerock Road SW, as part of the City's Heritage Tree nomination process. I visited the site on November 22, 2022.

Findings

The identified chestnut trees are located within a raised roundabout to the west of the main funeral building. They are situated on each side of a memorial wall (see aerial and photos).

Tree #1: American chestnut, (*Castanea dentata*), 79" DBH. Approximate height of 100'. Overall condition is fair. The main stem splits at 5' into co-dominants. There is some bulging at the inclusion between the stems on the north side of the tree. No signs of active separation. Previously topped at 45-50'. Fungal fruiting bodies associated with Brown Cubical Rot (*Laetiporus sulphurrus*) are found at the site of a past large diameter scaffold branch cut on the north side. Decay is present within the main and co-dominant stems. Root flare is growing into the cement base of the memorial.

Tree #2: American chestnut, 79" DBH. Approximate height of 115'. Overall condition is fair. Open cavity is found on the north side of the tree, at the location of a past co-dominant stem failure. Decay is present at the site of a large wound from a past scaffold branch failure on the south side at 22' above grade. Previously topped at 45-50'.

Comments

Due to the structures and amount of decay, both of the assessed trees would benefit from pruning to clean the crowns of dead/damaged branches and reduce stress load. I would also recommend the cement at the base of the trees be cut to accommodate the expanding root flares.

Per the plaque at the site, the trees were planted in 1846 and therefore are 176 years old.

Professionally Submitted,



Kevin M. McFarland, Principal
Consulting Forester, Contracted City of Tumwater Tree Protection Professional
ISA Certified Arborist PN-0373 & Tree Risk Assessment Qualified

Sound Urban Forestry, LLC
P.O. Box 489
Tahuya, WA 98588
360-870-2511

Locations of Nominated Trees



Photo of Trees within Memorial Roundabout



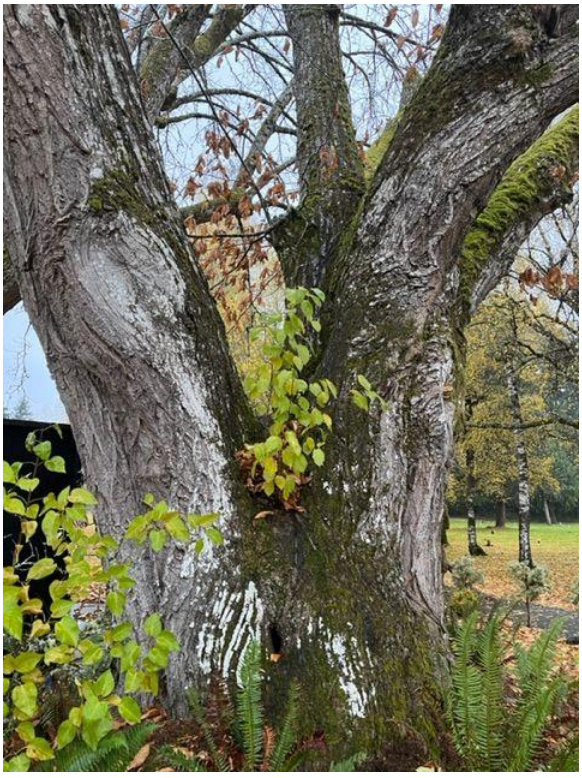
Bulging Inclusion on North Side of Tree #1



Base of Tree #1



Open Cavity on Tree #2



Base of Tree #2



TO: City Council

FROM: Hanna Miles, Executive Assistant/Deputy City Clerk

DATE: January 17, 2023

SUBJECT: Appointment of Joel Hecker and Joe Munro to the Board of Parks and Recreation Commissioners

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1) Recommended Action:

Make a motion to confirm Mayor Sullivan's appointment of Joel Hecker and Joe Munro to the Board of Parks and Recreation Commissioners effective immediately.

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2) Background:

Joel Hecker is a current volunteer on the Tree Board and has requested the opportunity to fill one of the two vacancies on the Board of Parks and Recreation Commissioners. Joe Munro has applied and interviewed to serve on the Board of Parks and Recreation Commissioners. Upon Council confirmation, Joel Hecker's appointment will be effective immediately through June 2, 2025. Joe Munro's appointment will be effective immediately through June 3, 2024. A vacancy will exist on the Tree Board effective January 18, 2023.

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3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

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

We Believe in PEOPLE:

Partnership | We work collaboratively with residents, businesses and community organizations.

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4) Alternatives:

- ❑ Do not approve some or all of the appointments.
- ❑ Some other course of action.

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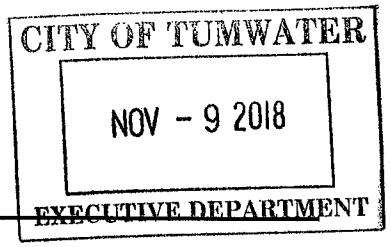
5) Fiscal Notes:

There is no fiscal impact associated with this report.

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6) Attachments:

A. Application and supplemental information for volunteers.



A

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: Joel Hecker

Address: [redacted]

[redacted]

Telephone: _____ (Home) [redacted] (Cell)

[redacted] (Work)

Date: 11/6/18 Email: [redacted]

BOARD, COMMITTEE OR COMMISSION	PREFERENCE NUMBER:
Barnes Lake Management District Steering Committee Eleven members; Mayoral appointment; two-year terms; active	_____
Board of Parks and Recreation Commissioners: Seven members; Mayoral appointment with Council confirmation; three-year terms; active	2
Civil Service Commission: Three members; Mayoral appointment; six-year terms; active	_____

Crime Stoppers:
One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active _____

Historic Preservation Commission:
Seven members; Mayoral appointment with Council confirmation; three-year terms; active 4

Planning Commission:
Nine members; Mayoral appointment with Council confirmation; four-year terms; active 1

Thurston Community Television:
One citizen representative; Mayoral appointment; three-year terms; active _____

Tree Board:
Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active 3

To whom it may concern:

As a recent transplant from the Midwest and a new citizen of Tumwater, I want to invest my time improving and serving my local community. Specifically, I am interesting in serving on, and think I would be a great fit for, the Planning Commission, Parks Commission, Tree Board, and/or Historic Preservation Commission. As a younger person (low 30s) who is new to the region, I think I would bring a different perspective and provide a voice for my generation in shaping the future of our neighborhoods.

I currently work as a geologist for a local environmental consulting and risk assessment software development firm (Pioneer Technologies Corporation); my wife is a school psychologist for North Thurston schools. As we plan for the future and get settled in, we would love to be able to have a positive impact on our community.

As part of my job, I constantly work hand in hand with local communities of varying size and have written and won over $3 million in environmental grants on their behalf in the past 5 years. During development of the grant applications and once the communities are awarded the funds, I help them to determine the most appropriate ways to spend the funds and to get the most out of every dollar. As a result, I have worked with a variety of community stakeholders (i.e. realtors, business owners, concerned citizens, developers, churches, civic groups) to successfully implement environmental planning and cleanup projects. I've led many meetings/brainstorming/visioning sessions with mayors, city managers, county commissioners, port authorities, community development directors, redevelopment authorities, and city councils. I have experience with community visioning and planning, the development and cleanup of vacant and under-utilized sites, and the revamping of comprehensive plans.

I would love to be involved in any capacity that may arise. Feel free to contact me with questions!

Thanks,

Joel Hecker

[redacted]

Enclosures:

Application
Resume

Joel Hecker, PG

Geologist/Hydrogeologist

[redacted]

Experience

I am a licensed Professional Geologist with project experience varying from environmental assessments, groundwater models, and plume delineations to corner gas station cleanups and 85-acre former automotive plant redevelopments. I possess strong analytical, project management, and problem solving skills, and have the ability to make well thought out decisions. I'm resourceful in obtaining funding for projects, effective at multi-tasking, and can make go-no go decisions. I have a wide variety of experience in publically, privately, and P3 funded projects, often working hand in hand with local communities.

Work History

Pioneer Technologies Corporation, Olympia, WA **2018-**
Project/Senior Geologist

- Prepares a variety of technical risk assessment and environmental reports including Human Health Risk Assessments, RCRA Facility Investigations
- Currently writing $900,000 in U.S. EPA Brownfield ARC grants for local communities and coalitions

SME, Plymouth, MI and Cincinnati, OH **2012 - 2018**
Project Geologist

- Prepares a variety of technical reports including Phase I and Phase II ESAs, Sampling and Analysis Plans, Risk Mitigation Plans, Assessments of Brownfield Cleanup Alternatives, Remedial Action Plans, Response Activity Plans, Tier I and Tier II Investigations, Baseline Environmental Assessments, Health and Safety Plans, and Due Care Compliance Reports
- Constructs Conceptual Site Models to illustrate the sources, releases, and transport mechanisms at various impacted sites
- Conducts soil, sediment, surface water, groundwater, indoor air, and soil gas assessments and evaluates analytical data
- Oversees UST removals, Permeable Reactive Barrier and Soil Vapor Extraction, and Vapor Mitigation system installations, and large scale excavations of impacted soil
- Written and managed $3 million in successful U.S. EPA Brownfield ARC grants for communities, coalitions, and counties since 2013
- Member of corporate teams addressing employee engagement, organizational culture, and talent retention

United States Geological Survey, Henderson, NV **2011 - 2012**
Physical Science Technician

- Applied USA's most complex groundwater model to simulate glacial conditions in the Death Valley Regional Flow System
- Analyzed the effect of climate change on water levels

Education

B.S., Geology, 2010
University of Cincinnati

M.S., Hydrogeology, 2012
Miami University

Certifications

- Professional Geologist in IN (LPG), KY (PG) OR (RG), SC (RPG), and WA (LG)
- OSHA 40-Hour HAZWOPER
- OSHA 10-Hour Construction Manager Safety
- American Red Cross First Aid/CPR/AED

Skills & Strengths

- Proficient in MS Office, Deltek, Newforma
- Skilled in ArcGIS, MODFLOW, WINFLOW AQTESOLV, SURFER, Hydrogeo Analyst, Adobe Pro, RBCA Toolkit, Corel Draw
- Proficient in Spanish, Elementary Arabic
- Wise Decision Making
- Strong Knowledge of Geologic Principles
- Diverse Range of Regulatory Knowledge

Accomplishments

- **NASA Internship in Houston, TX (2010)**
- Co-owned small business in college
- Volunteer work in Haiti, El Salvador, USA
- Member of Urban Land Institute, Society for Marketing Professional Services

References Available Upon Request

Rcvd: 12/3/2022

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: Joseph J. Munro

Address: [redacted]

[redacted]

Telephone: _____ (Home) [redacted] (Cell)

[redacted] (Work)

Date: 12/03/2022 Email: [redacted]

BOARD, COMMITTEE OR COMMISSION	PREFERENCE NUMBER:
Barnes Lake Management District Steering Committee Eleven members; Mayoral appointment; two-year terms; active	
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Crime Stoppers:
One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active _____

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Planning Commission:
Nine members; Mayoral appointment with Council confirmation; four-year terms; active 2

Thurston Community Television:
One citizen representative; Mayoral appointment; three-year terms; active _____

Tree Board:
Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active _____

Joe J. Munro

[redacted]

December 3, 2022

Dear Mr. Denney,

I am writing to express my interest in the opportunity to participate on the Tumwater Parks & Recreation Commission.

Over the past 18 years of employment with Simpson Door Company I have held a variety of positions with increasing responsibility. My most recent position requires me to manage a staff of 175 employees and the manufacturing operations of our McCleary, WA facility. My resume is attached and can speak to my professional career.

On a more personal note, I have spent most of my adult life participating in activities that in someway or form have served or helped others. I have participated in employee driven programs that donate funds to fellow employees in need. I have held the roles of Treasure and Secretary of our neighborhood homeowner's association. I served 10 years with the City of Elma as a Reserve Police Officer. I am currently serving as the Treasure of the Black Hills Highschool Alliance for Music, where I regularly volunteered as a cashier for the concessions stand.

I feel with my accomplishments in my professional career as well as my time volunteering for various organization I would be a great addition to the Parks & Recreation Commission, or any other commission or board the City of Tumwater would allow me to participate in. I look forward to hearing from you soon.

Sincerely,

Joe J. Munro

Joe J. Munro

[redacted]

EDUCATION

Central Washington University **Ellensburg, WA**
Student, 1998 – 2002

- Bachelor of Arts in Law and Justice: Major in Law Enforcement, Minor in Geography
- Participated in Internship with Ellensburg P.D. and acted as Alpha Phi Sigma Club Senator

South Puget Sound Community College **Lacey, WA**
Student, 2017 – 2019

- Continuing Education Certificates in Project Management: Scheduling, Coordinator, and Project Manager

WORK EXPERIENCE

Simpson Door Co. **McCleary, WA**
Manufacturing Manager, September 2022 - Present

- Develop short-term and long-term manufacturing strategies, production objectives, plans, and processes to support customer requirements and financial performance. This will include maximizing allocation of labor and raw material to control costs, increase productivity, and attain ship on time targets.
- Clearly communicate expectations, accountabilities, and responsibilities to the production team.
- In concert with HR, develop and implement a plan to increase the engagement, involvement, and satisfaction of employees to increase retention and their value to the company. This should include appropriate training plan to maximize delegation of production process decision making to the floor level, whenever practical.
- Lead the manufacturing group's efforts to continuously improve safety performance, safety conditions, and work practices. Work closely with our Safety Manager to develop a strategy supporting and imbedding a successful, proactive, and compliant safety culture in production. Establish high standards for housekeeping and work process organization.
- Establish high performance standards and use measurable goals to track progress, deliver results, and continually raise the bar on performance and expectations of the production team.
- Manage a team of 10 production supervisors along with 165 manufacturing employees.

Business Services Manager, January 2015 – September 2022

- As Business Services Manager ensure stability and compliance in all technology centric areas of the business including network security, 125 plus computer end points, 40 virtual environments, Phishing training and real-world responses, and managing the relationship with the Managed Service Provider (MSP).
- Manage staff of 10 including Production Scheduling, System & Product Knowledge Analysts, Contract Developers and Desktop Support.
- Manage the scheduling group and its interaction between sales and manufacturing includes extensive product knowledge, best practices in application use, and providing a reliable stream of data that ensures products are built to customers' rigorous expectations.
- Manage annual department IT budget nearing $1.1MM.
- Managed purchasing practices across wood, glass, and any sundries that go in to the manufacturing process staying in regular contact with suppliers and manufacturing, assessing new opportunities in the market, and determining when to make or buy a product. During this time our budget ranged from $6MM to $25MM.
- Established a Project Management Office (PMO) where in we review, discuss, and work with Executive Leadership to approve new projects.
- Currently in the early planning stages of an Enterprise Resource and Planning (ERP) replacement project, expected to span the next 12 to 18 months with an estimated Go-Live of December 2022.

Accomplishments

- Worked with a third-party software supplier to develop a web-based dynamic product configurator for nearly 1,000 stile and rail door models allowing users to create an average of 7,600 quotes per week. This software was instrumental in an increase to EBITDA of $7.83MM in 2020 and an expected increase of $20.1MM through 2021.
- Managed migration from a 1,000+ employee-based enterprise company to a 200+ small-mid size business.

Joe J. Munro

[redacted]

- Worked with foreign equipment manufacture to define and implement high-speed tooling change over equipment.
- Managed vendor relations across various product types, including price increases, contracts, etc.

Scheduling Group Supervisor, August 2006 – January 2015

- As system administrator, managed data in the manufacturing scheduling system to include review of data structures, provide guidance with data entry, and coordinate with development team to reconcile issues and make system modifications
- Managed daily scheduling office personnel and activities including Bill of Material maintenance, price and availability quotes, layout sheets, and manufacturing reporting
- Managed all glass purchasing ($300k per month), inventory, and vendor relations to ensure that price, service, and quality objectives were met
- As a member of the supervisor group, discussed production issues, problem solved, recommended and implemented solutions; lead and participated in Lean Manufacturing business process improvement initiatives
- Coordinate with production, sales, and engineering staff to ensure all products will be manufactured in line with customer expectations of quality

Accomplishments

- Designed, developed, tested, and implemented Manufacturing Scheduling Production (MSP) system on SQL Server development platform spread across 80 end points and users
- Developed, designed, tested, and implemented Glass Shortage Log in Access Database
- Worked with suppliers to achieve product specification documents
- Participated and lead several lean Kaizen events to improve glazing through put, order entry, communications, etc.

WORK EXPERIENCE (cont.)

Simpson Door Co.
Special Projects Lead / Quality Control Lead, April 2004 – August 2006 **McCleary, WA**

Elma Police Department **Elma, WA**
Reserve Police Sergeant, Feb 2006 – June 2016

PRIOR EXPERIENCE

June 2002 – April 2004	Quality Assurance Inspector	NAT Seattle, Inc.	Redmond, WA
Nov 2003 – Feb 2004	Communications Officer	Washington State Patrol	Bellevue, WA
Sept 1999 – June 2002	Student Lead & Assistant	CWU Dining Services Warehouse	Ellensburg, WA

SKILLS

- Proficient in Microsoft Word, Excel, Access, PowerPoint, AutoCAD, Tableau, Power BI
- Excellent written and verbal communication, supervisory and managerial skills
- Talented, highly self-motivated, hard worker, adaptable and flexible
- Responsible, trustworthy, organized, committed to team work

Joe J. Munro

[redacted]

PROFESSIONAL REFERENCES

Phil Steklenski – President
Simpson Door Company
[redacted]

Jim Brandt – Vice President Sales & Marketing
Simpson Door Company
[redacted]

Tanya Dierick – Vice President Business Services
Simpson Door Company
[redacted]

Ryan Cristelli – Sergeant
Elma Police Department
[redacted]

Stacie Conkle – Vice President & General Manager
Simpson Door Company (Retired)
[redacted]

TO: City Council

FROM: Brian Hurley, Fire Chief

DATE: January 17, 2023

SUBJECT: Resolution No. R2023-001, in support of the Olympia Tumwater Fire Authority proposal

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1) Recommended Action:

Conduct the duly-noticed public hearing and adopt Resolution R2023-001, expressing the collective decision to support Proposition No. 1 concerning the formation of a regional fire authority to be known as the Olympia Tumwater Fire Authority, and adoption of its Plan for governance, operations, and financing, including imposition of a benefit charge, which will be presented to the voters in conjunction with the April 25, 2023, Special Election.

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2) Background:

The Regional Fire and Emergency Services study completed in 2019 recommended formation of a Regional Fire Authority. In May 2021, Tumwater and Olympia entered into an interlocal agreement to study the formation of a Regional Fire Authority. A RFA Planning Committee was comprised of three council members from each city as well as the fire chief and labor representative from each jurisdiction. The planning committee met twice a month to formulate the plan document to guide implementation of the proposed RFA. A joint city council meeting was held on October 25, 2022 to review the proposed plan as well as several “Town Hall” meetings. The RFA Planning Committee met on November 14, 2022 and after a public hearing voted to recommend adoption of the Olympia Tumwater RFA Plan by the City Council. On December 6, 2022 Joint Resolution R2022-014 was adopted by the Tumwater and Olympia City Councils approving the Olympia-Tumwater Regional Fire Authority Plan and placing the issue before voters at a special election on April 25, 2023.

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3) Policy Support:

Strategic Priority: Provide and Sustain Quality Public Services
Goal: Complete RFA Planning Work

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4) Alternatives:

- ❑ Do not adopt the resolution

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5) Fiscal Notes:

RFA funding includes property tax not to exceed $1.00 per $1,000 of assessed valuation (offset by a corresponding City property tax reduction) and a six-year fire benefit charge not to exceed 60% of the RFA operating budget. The impacts to the City have been assessed through this process. While the formation of the RFA provides long-term financial benefits to the City, there will be shorter term adjustments that will be needed along with having accelerated the City’s need for an eventual levy-lid lift, which has been compounded by dramatic increases in the assessed valuation of the City.

6) Attachments:

A. Resolution No. R2023-001

RESOLUTION NO. R2023-001

A RESOLUTION of the City Council of the City of Tumwater, Washington expressing support for the City of Tumwater, Washington Proposition No. 1, concerning the formation of a regional fire protection authority and its Plan, on the April 25, 2023, Special Election Ballot

WHEREAS, voters of the City of Tumwater, Washington, will be presented with a proposition authorizing the formation of a regional fire protection authority, as authorized by RCW 52.26 and adoption of its Plan for governance, operations, and financing, including imposition of a benefit charge at the Special Election on April 25, 2023, with the following official Ballot Title:

PROPOSITION NO. 1

The City of Olympia and City of Tumwater adopted a Joint Resolution concerning formation of a regional fire authority and its Plan.

If approved, this proposition would form the Olympia Tumwater Fire Authority and adopt the Plan to provide fire protection and emergency medical services. The Authority will be funded by property tax (not to exceed $1.00 per $1,000 of assessed value) and a six-year benefit charge (not to exceed 60% of the Authority's operating budget). This funding would reduce Olympia's and Tumwater's property tax capacity by the tax rate collected by the Authority.

Should this proposition to form the Olympia Tumwater Fire Authority and its Plan be approved?

☐ YES
☐ NO

WHEREAS, demand for fire and emergency medical services continues to increase in the cities of Olympia and Tumwater (hereinafter the "Cities") as population and community needs increase; and

WHEREAS, increased service demand has led to steadily increasing response times to critical fire and medical emergencies that are not in compliance with recommended national and community standards; and

WHEREAS, property tax limitations in Washington State have made it increasingly more difficult for cities to fund fire department budgets to support needed personnel, training, facilitates, and equipment; and

WHEREAS, a Regional Fire and Emergency Services study completed in 2019 recommended formation of a Regional Fire Authority to promote more efficient and effective service delivery and sustainable funding; and

WHEREAS, the Cities entered into an interlocal agreement in May 2021 to study the formation of a Regional Fire Authority and established a Regional Fire Authority Planning Committee (hereinafter the "Planning Committee"); and

WHEREAS, the Planning Committee, comprised of three council members from each City, as well as fire chiefs and labor representatives, met twice a month and developed the Olympia Tumwater Fire Authority Plan; and

WHEREAS, the Olympia Tumwater Fire Authority Plan, if enacted by the voters, provides for a property tax of $1.00 per thousand of assessed valuation and implementation of a fire benefit charge on all improved properties in the fire authority service area; and

WHEREAS, if the Regional Fire Authority is approved by voters, the City of Tumwater property tax capacity and actual property tax rate would reduce by $1.00 per thousand of assessed valuation; and

WHEREAS, creation of the Olympia Tumwater Fire Authority will provide opportunities for improved response to emergencies and enhance risk reduction efforts in the Tumwater and Olympia communities while funding operational needs and reserves in a sustainable manner; and

WHEREAS, Washington State law allows city councils to express collective support or opposition to ballot propositions; and

WHEREAS, the Regional Fire Authority Planning Committee held a properly noticed public hearing on November 14, 2022, to allow members of the public an approximately equal opportunity for the expression of an opposing view on the RFA Plan for governance, operations, and financing, including imposition of a benefit charge, and to comment on the proposed Regional Fire Authority Plan before the Planning Committee took action to recommend the Plan to the Olympia and Tumwater City Councils; and

WHEREAS, subsequently the Tumwater City Council held a properly noticed public hearing on December 6, 2022, at a regularly scheduled Tumwater City Council meeting to allow the public, an approximately equal opportunity for the expression of an opposing view on the RFA Plan for governance, operations, and financing, including imposition of a benefit charge, and to permit those in favor and those in opposition the opportunity to comment before the Tumwater City Council

took action on Resolution No. R2022-014, City of Tumwater, Washington, Proposition 1; and

WHEREAS, the Planning Committee held a properly noticed public hearing on January 9, 2023, to hear testimony from the public on the proposed fire benefit charge as required by RCW 52.26.230(1); and

WHEREAS, the City of Tumwater held a properly noticed public hearing on January 17, 2023, to provide members of the public an approximately equal opportunity to provide testimony in support of or opposition to the Regional Fire Authority ballot proposition; and

WHEREAS, the Tumwater City Council finds that it is in the best interests of its residents and the City to express its collective position in support of Proposition 1 concerning the formation of a regional fire protection authority to be known as the Olympia Tumwater Fire Authority and approval of its Plan for governance, operations, and financing, including imposition of a benefit charge.

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

Section 1. Support for Proposition No. 1. The Tumwater City Council expresses its collective decision to support Proposition No. 1 concerning the formation of a regional fire authority to be known as the Olympia Tumwater Fire Authority, and adoption of its Plan for governance, operations, and financing, including imposition of a benefit charge, which will be presented to the voters in conjunction with the April 25, 2023, Special Election.

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

Section 3. **Severability**. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

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

RESOLVED this ___ day of _____, 20____.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney

TO: City Council

FROM: Chuck Denney, Parks and Recreation Director

DATE: January 17, 2023

SUBJECT: Resolution No. R2022-013, Tumwater Cowlitz Trail

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1) Recommended Action:

The General Government Committee is recommending adoption of Resolution No. R2022-013, Tumwater Cowlitz Trail.

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2) Background:

The National Parks Service has established that the end of the Oregon Trail is believed to be in Oregon City, OR. Based on extensive research, the trail actually extends in many directions, one of which terminates at Tumwater Falls in the Brewery Park.
The intent of this resolution is to begin a process seeking recognition for the importance of the trail to our region and Tumwater specifically. A National Historic Trail designation as the end of the Cowlitz Trail section of the Oregon Trail in Tumwater would have many benefits. The outcome of such a designation would result in National Parks logos posted along the I-5 corridor directing travelers to the Oregon Trail auto route to the Brewery Park, as well as to other historic sites in Tumwater, such as the Bush homestead.
This resolution was initiated by the Historic Commission and reviewed by the General Government Committee.

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3) Policy Support:

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

Seek opportunities to market Tumwater.

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4) Alternatives:

- ❑ City Council Adoption of Resolution No. R2022-013, Tumwater Cowlitz Trail
- ❑ Send back to General Government Committee with recommendations for changes

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5) Fiscal Notes:

None

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6) Attachments:

A. Resolution No. R2022-013, Tumwater Cowlitz Trail

A

RESOLUTION NO. R2022-013

A RESOLUTION of the City Council of the City of Tumwater, Washington, in support of adding the Cowlitz Trail segment of the Oregon Trail, which terminated in Tumwater, to the National Historic Trails System.

WHEREAS, the Bush-Simmons party was the founding element of American colonization of the Puget Sound basin in 1845, forming a settlement in the homeland of the Squaxin tribe known initially as New Market and subsequently Tumwater in what eventually became the state of Washington; and

WHEREAS, the Bush-Simmons party had reached the lower Columbia River Valley in 1844 as part of a larger train of transcontinental emigrants who traversed the overland route to the Oregon Country from the Missouri Valley; and

WHEREAS, the Bush-Simmons party was prompted into taking the difficult route to Puget Sound Country from the vicinity of Fort Vancouver, known as the Cowlitz Trail, an ancient indigenous trade and travel route, never previously tried by American overland emigrants, because George Bush, an African-American, was discouraged from settling amongst other pioneers in the Willamette Valley because of his African heritage; and

WHEREAS, the main trunk of what is commonly known as The Oregon Trail, from Independence, Missouri, to Oregon City, Oregon, was recognized by Congress for incorporation within the system of National Historic Trails, in 1978; and

WHEREAS, the National Historical Trails is an administrative unit of the National Park Service with the Department of the Interior; and

WHEREAS, in 2020 the Department of the Interior/National Park Service issued the "Revised Feasibility and Suitability Study for Additional Routes of the Oregon, Mormon Pioneer, California, and Pony Express National Historic Trails"; and

WHEREAS, the Cowlitz Trail segment ending in Tumwater, traversed by the Bush-Simmons party, is among those considered in this study for addition to the National Historic Trails system in the category as an "alternate route"; and

WHEREAS, it is appropriate to recognize and stipulate that few segments of the pre-Civil War historic trail to the Oregon Country are more worthy of addition

to the National Historic Trails system, not in the least respect because of the requirements of racial justice, than the Cowlitz Trail to Tumwater; and

WHEREAS, the addition of the Cowlitz Trail segment ending in Tumwater would be a western complement to the Selma Montgomery National Historic Trail, established in 1996.

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

Section 1. **Declaration in Support**. The City Council of the City of Tumwater supports adding the Tumwater section of the Cowlitz Trail segment of the Oregon Trail to the system of National Historic Trails. The City Council urges the Thurston County Legislative Delegation to introduce a comparable resolution for adoption by the Washington State Legislature that can then, in turn, be forwarded to the State of Washington congressional delegation in furtherance of adding the Cowlitz Trail segment of the Oregon Trail to the system of National Historic Trails.

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

Section 3. **Severability**. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

~ This section left intentionally blank ~

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

RESOLVED this ___ day of _____, 20____.

CITY OF TUMWATER

_____
Debbie Sullivan, Mayor

ATTEST:

_____
Melody Valiant, City Clerk

APPROVED AS TO FORM:

_____
Karen Kirkpatrick, City Attorney