



**CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA**

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

**Monday, November 04, 2024
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: American Indian Heritage Month, November 2024
 - [b.](#) Proclamation: National Veterans and Military Families Month, November 2024
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council Work Session, October 8, 2024
 - [b.](#) Approval of Minutes: City Council, October 15, 2024
 - [c.](#) Approval of Minutes: City Council Work Session, October 22, 2024
 - [d.](#) Payment of Vouchers (Finance Department)
 - [e.](#) 93rd Avenue Interchange Study Consultant Agreement with Shea Carr & Jewell, Inc. (Public Works Committee)
 - [f.](#) Capital Area Regional Public Facilities District Board of Directors Appointment of Troy Kirby (CAR-PFD) (Executive Department)
 - [g.](#) Advisory Board Appointment of Pat Schneider to the Civil Service Commission (Executive Department)
- 7. Public Hearings:**
 - [a.](#) Ordinance No. O2024-007, 2025-2026 Proposed Budget (Finance Department)
 - [b.](#) Ordinance No. O2024-006, Ad Valorem for Regular Property Taxes for the Fiscal Year 2025 (Finance Department)
- 8. Council Considerations:**
 - [a.](#) Resolution No. R2024-017, 2025 Fee Schedule (Public Work Committee)
- 9. Committee Reports**

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Executive Session:

- a. Collective Bargaining pursuant to RCW 42.30.140(4)(b)

13. Any Other Business

14. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 863 7317 6478 and Passcode 183915.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 863 7317 6478 and Passcode 183915.

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_PvcqicT3TuGoEddyDUtxdw

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.

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) 754-4129 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

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

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

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

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

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

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

November 2024

American Indian Heritage Month

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

Signed in the City of Tumwater, Washington, and recognized on this 4th day of November in the year, two thousand twenty-four.



Debbie Sullivan
 Debbie Sullivan
 Mayor

Proclamation

WHEREAS, Tumwater honors the strength and sacrifices of our veterans and active military members whose service is essential to our national security and freedom, and the families, caregivers, and survivors of veterans during the month of November; and

WHEREAS, November is a time to acknowledge the tremendous sacrifices our veterans and military families make. Washington is home to more than 517,000 veterans; 65,000 Active Duty military; 17,000 National Guard and Reserves; and their supportive families; and

WHEREAS, our veterans and service members are brave and selfless individuals who respond when called to duty. Their abiding patriotism and enduring devotion to the ideals on which the United States is founded are both necessary and inspiring. To be a service member and a veteran is to have endured and survived challenges most Americans will never know; and

WHEREAS, to be a military family is to sacrifice more for our country than most Americans will ever give. Military families endure separation from their loved ones and adjust to new living situations with short notice and as frequently as every two to three years; and

WHEREAS, there are currently 1.2 million military children of active duty members worldwide and nearly 80% of military children attend public schools throughout the United States. Washington state educators currently work with 32,000 military families and have to know how to help kids cope with stress, deployment of their parent(s), the impact of grief and loss, discuss violence, terrorism, and war, and the anticipation of their loved one(s) returning home; and

WHEREAS, support for military families sustains our fighting force and strengthens the health, security, and safety of our communities.

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

November 2024

National Veterans and Military Families Month

and I encourage people to join me in recognizing and supporting our veterans and military families, who embody strength, resilience, courage, and whose experiences enrich our community.

Signed in the City of Tumwater, Washington, and recognized on this 4th day of November in the year, two thousand twenty-four.



Debbie Sullivan

 Debbie Sullivan
 Mayor

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 8, 2024 Page 1**

CONVENE: 6:00 p.m.

PRESENT: Mayor Debbie Sullivan and Councilmembers Peter Agabi, Michael Althausser, Leatta Dahlhoff, Angela Jefferson Eileen Swarthout, and Kelly Von Holtz.

Excused: Councilmember Joan Cathey.

Staff: City Administrator Lisa Parks, Assistant City Attorney Davis Abbott, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Fire Chief Brian Hurley, Water Resources and Sustainability Director Dan Smith, Transportation and Engineering Department Director Brandon Hicks, Community Development Department Director Michael Matlock, Recreation Manager Todd Anderson, and Deputy City Clerk Tracie Core.

**MEDIC ONE
ADVANCED LIFE
SUPPORT
CONTRACT
AMENDMENTS:**

Fire Chief Hurley briefed the Council on the proposed amendments to an existing Medic One Advanced Life Support Contract.

The Council was briefed several months ago on Thurston County Medic One’s plans to add an additional medic unit. The City partners with Thurston County Medic One to provide advanced life support services (ALS). Thurston County Medic One completed a study of response times for ALS calls within Thurston County. The study revealed that within urban areas, increasing response time is projected to exceed the threshold that was established to add more medic units. Medic units are located across the county with two units in Olympia, two units in Tumwater with one unit assigned to the Rochester area, and three units staffed by Lacey Fire District 3. Study analysis was based on all calls in 2023. The study identified preferred locations of the new unit. The top three included Tumwater Fire Station T-2, Fire Station 33 (Lacey), and Fire Station 0-1 (Olympia). Tumwater Fire Station T-2 was identified as a good candidate because of access to downtown Olympia, Capitol Boulevard and Old Highway 99, I-5/US 101, and support to medic units 5, 10, and 4.

The new medic unit not only responds within the urban area, but also to response zones in the county. Currently, Fire Station T-2 is staffed with an engine company of three personnel. The proposal is to staff an additional medic unit at Fire Station T-2 increasing fire personnel from 9 to 11 employees. The proposal aligns with Public Safety Strategic Priorities and Goals to ensure timely, efficient, and effective public safety response in the community and exploring and implementing partnerships to improve efficiency and service delivery.

A medic unit located in the north area of the City improves ALS paramedic response time in that area of the City while improving paramedic coverage overall, as well as firefighting response in the City. Effective response is defined as the ability to assemble 15 firefighters within eight minutes at the scene of an incident. Tumwater Fire Department is only able to

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 8, 2024 Page 2**

achieve that response within a small area of the City and is deficit in other areas of the City. Two additional firefighters on duty enhance the department's effective response force and the ability to assemble crews on scene quicker for structure fires. National and state standards call for the "two in/two out" rule, a provision that requires at least two firefighters to enter a structure fire with a two-person crew located outside if a rescue response is required. Daily minimum staffing is also evaluated by the Washington Survey & Rating Bureau every five years. The rating assists in determining property insurance rates.

Tumwater Fire Department staff and Thurston County Medic One staff have met along with representatives from the Thurston County Emergency Medical Services Council to negotiate required agreements. The current ALS contract is valid through December 2025. The contract was previously amended twice. The proposed amendments are No. 3, No. 4, and No. 5.

Amendment No. 3 addresses a new ALS Academy. The amendment was in progress prior to discussions for adding an additional medic unit. The amendment applies to all three contracting agencies (Olympia, Lacey Fire District 3), and Tumwater). The new ALS Academy is comprised of a six-week period paramedic structured training program during a day shift covering all the skills necessary for a paramedic. All new paramedics from the three jurisdictions would attend. Current paramedics would serve as instructors. The agreement enables Medic One to cover those costs with jurisdictions covering overtime incurred by instructors. Medic One would reimburse jurisdictions up to \$40,000 to cover the expense for the salaries of instructor time.

Amendment No. 4 addresses hiring of paramedics. Typically, Medic One funds up to 9.5 paramedic positions. To staff the new medic unit, the department proposes to hire paramedics in December 2024 to enable participation in the ALS Academy, and if needed, participation in the fire academy in early 2025. To accommodate the request, the department requested an increase in FTEs from 53 to 56 FTEs, which was approved. The proposal would increase FTES to 57 in 2024. Currently, the fire department has 52 FTE positions filled with an open Fire Prevention Officer position.

Amendment No. 5 addresses initial start-up costs for the new medic unit. The amendment would authorize an additional 9.5 FTEs effective January 1, 2025 with four positions hired in December 2024 and another five positions hired in January 2025. Only positions filled would be paid until the unit is operational 24/7. Medic One reimburses the City 80% of salaries, benefits, and necessary equipment. The amendment also includes an additional 6% to cover overtime costs. The agreement authorizes \$20,000 in 2025 for administration related to the new medic unit. The City

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 8, 2024 Page 3**

currently receives \$20,000 each for Medic 5 and Medic 14 increasing the total from \$40,000 to \$60,000 for medic unit administration. The amendment defines the location of the new medic unit as Tumwater Fire Station T-2. Staff is working with Medic One staff to define the new medic response zone. The agreement also provides reimbursement for start-up costs up to \$475,000. Some or all the amount could be used to cover the costs of FTEs enrolled in the fire academy or for temporary housing and facility costs associated with Fire Station T-2 upgrades.

The proposed amendments were reviewed by City Attorney Kirkpatrick with a final review scheduled. The Thurston County Board of County Commissioners must also approve the amendments. The City has been actively recruiting applicants. Five paramedic candidates were recently interviewed. Several conditional offers were offered to candidates. Following background and medical reviews, successful candidates would receive a job offer. The fire department continues to evaluate options for Station T-2 improvements. The proposed amendments will be presented are scheduled for the Council's consideration at the October 15, 2024 Council meeting.

Councilmember Jefferson requested additional information on the amounts pertaining to 80% reimbursement and 20% City financial responsibility. Director Niemeyer responded that based on the hiring of four paramedics in December 2024, the gross cost to the City for salaries and benefits would be approximately \$45,000 for December with \$36,000 of that amount reimbursed by Medic One for a net cost to the City of \$8,993. Assuming all paramedics are hired by January 1, 2025, first year salaries and benefits for 9 FTEs total \$1,255,060 with the second year of the biennium assuming a cost of living increase for a second year cost of \$1,308,819 with more than \$2 million reimbursed by Medic One resulting a net cost to the City of \$512,776 during the 2025/2025 biennium.

Councilmember Dahlhoff recommended scheduling the request as a Council Consideration to ensure transparency to share current conditions and the need to strengthen the foundation of the proposed action.

Councilmember Swarthout asked about the status of the five candidates. Fire Chief Hurley reported the department completed 10 interviews with several of the applicants as lateral candidates currently employed as paramedics at other jurisdictions, several candidates recently graduated from school, and several applicants reside in other states.

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

City Administrator Parks reviewed the timeline for the biennial budget review process. Workshop 2 was rescheduled to the October 22, 2024 Council work session. State law requires two public hearings on the budget. The first public hearing will include the tax levy and the first budget public hearing on Monday, November 4, 2024. The November 5,

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 8, 2024 Page 4**

2024 Council meeting was moved to November 4, 2024 because of the General Election. Workshop 3 is scheduled at the November 12, 2024 Council work session. The second public hearing on the budget is scheduled on November 19, 2024 along with any proposed 2023/2024 budget amendments. The bylaws for the Tumwater Metropolitan Park District (TMPD) require a meeting of the TMPD Board which is scheduled for 5:30 p.m. on November 19, 2024 prior to the regular meeting at 7 p.m. The November 19, 2024 Council meeting includes another public hearing and adoption on the TMPD tax levy and the TMPD proposed budget. The Council is scheduled to adopt the 2025/2026 budget on December 3, 2024.

City Administrator Parks shared that the preliminary estimate of attendance at Falls Fest was 6,000 people. Additionally, four Councilmembers and the Mayor participated in the event as well as 12 volunteers. The event featured seven food vendors, 15 art vendors, and three entertainers in addition to a new partnership with the Craft District following the event featuring music with 80 people in attendance.

The Clean-Up Drop-Off event attracted 350 vehicles that participated in the event featuring shredding services (4.2 tons), food items donations for Thurston County Food Bank, battery recycling (Water Resources & Sustainability Department), medication drop-off (Police Department), and lock box medication giveaways (Tumwater HOPES). Two Councilmember and the Mayor participated in the event. The event also was supported by several community sponsorships and volunteers from local businesses.

An upcoming event is scheduled on Thursday, October 10, 2024 at Tumwater Historical Park from 11:30 a.m. to 12:15 p.m. with Old Town Center seniors participating in the Chili Cook-off. Councilmember Jefferson has indicated she plans to compete and earn first prize.

The property owner of the South Pacific Restaurant received clearance by the insurance company to proceed with demolition of the burn site. The owner has contracted with a demolition company and City staff has been in contact with the property owner and the contractor. Completion of a hazardous material report was required. Asbestos was identified requiring the application of the demolition permit to document the mitigation work for asbestos removal. The owner is securing a bond for the demolition with the site fenced for security and access prevention. The contractor is working with stormwater staff to address stormwater needs.

Mayor Sullivan reported on her attendance to the Association of Washington Cities Mayors Conference in Ellensburg. She was able to meet with Ellensburg City Manager Heidi Behrends Cerniwey who previously served as the City's Assistant City Administrator.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 8, 2024 Page 5**

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 6:37 p.m.**

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

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 1**

CONVENE: 7:00 p.m.

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

Excused: Councilmember Kelly Von Holtz.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Department Director Troy Niemeyer, Police Chief Jon Weiks, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, Transportation & Engineering Department Director Brandon Hicks, Water Resources & Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Planning Manager Brad Medrud, and Deputy City Clerk Tracie Core.

PUBLIC COMMENT: **Barbara Hatfield, 1520 Palomino Drive SE, Tumwater**, cited concerns by her and neighbors living near the intersection of Yelm Highway and Henderson Boulevard about excessive street noise caused by vehicles with altered exhaust systems. Copies of a petition were provided to the Council to bring attention to the problem. The City is asked to enforce Tumwater Municipal Code 8.08 Noise Control. Provisions in the code speak to the intent of the City Council to control the level of noise pollution in a manner in which promotes commerce, the use, value, and enjoyment of property and sleep, etc. The City is asked to obtain equipment to monitor vehicle noise levels and assign police officers to monitor traffic in the approximate area of Yelm Highway and Henderson Boulevard and cite individuals who are in violation of the municipal code. The same issue was recently presented to the City of Olympia. She has been in contact with other municipalities that have enacted similar ordinances to inquire about the effectiveness of the ordinances. She is hopeful the Council will address the issue and keep her and her neighbors informed about the status.

Arthur West, 1826 Berry Street NE, Olympia, reported he owns several properties in other municipalities and in Hawaii. He commented on the issue of water quality. He and neighbors fought with Weyerhaeuser and Intel when they proposed building a chip fabrication facility in the Nisqually Delta under the cover of misinformation. He and an associate discovered toxic waste at the Port of Olympia through lawsuits in the early 2000s and now he is concerned about how toxic waste will be cleaned up. He cited the proposed interlocal cooperation agreement to implement an environmental document. He contended that he has never seen such a phenomenon during his observations of similar processes over the last 25 years. Usually, there is an environmental document with a lead agency followed by a series of programmatic environmental impact statements and a series of smaller ones for each project. He has never seen an agreement used to implement an environmental impact statement and

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 2**

believes it is not proper. He forwarded the Council some information including a copy of the lawsuit. He claimed that the agreement relieves the signing entities of responsibilities that cannot be evaded through an agreement, particularly the Open Public Meetings Act. The board the agreement creates to control dredging for the next 30 years includes no provisions for public input or adherence to the Open Public Meetings Act (OPMA). The LOTT agreement clearly states that the agency follows the Public Records Act and the OPMA. He is unsure how LOTT is part an organization that does not have the same provisions requiring adherence to the OPMA. The agreement does not provide for a fair review of toxic waste cleanup and does not require the Port of Olympia to remediate toxic dioxin and other contamination before the dam is breached. Additionally the agreement presumes that the dredge material from the lake will be suitable for building a boardwalk, which is not addressed in the testing. He asked the Council to reconsider and request some additions to the agreement.

Pamela Hansen, P.O. Box 14521, Tumwater, remarked about the City of Tumwater recently featured negatively in the news media regarding some disparaging comments directed towards a Councilmember. She echoed sentiments of others that the coverage should not have occurred. She learned that the City lost a long-term business because of an increase in rent. She also learned that the Starbucks at the Fred Meyer complex may also be considering leaving because of rent increases. The City cannot afford to lose businesses and she is hopeful that the Chamber of Commerce and others support those businesses. She commented on new development planned in the area near Walmart. Her concerns surround approval of a bar business in the City and that the City should closely review the proposal as the amount of people that are attracted to bars can create problems.

Cindy Cooper, 1085 Ebbets Drive, Tumwater, remarked that the Mayor and Council have a moment of opportunity as the last remnants of indigenous and settler history in Tumwater and nearby is eminently threatened. The City's action can preserve and honor them. The urban growth area land swap being considered for BAR Holdings Land at 93rd Avenue and Old Highway 99 would wipe out one of the last unpaved segments of the Cowlitz Trail, a 9,000 year-old indigenous trail. The Meeker oak tree is a living visible marker of pre-colonial history along the Cowlitz Trail. It stands on an original settler homestead likely that of the George Bush family who founded the town. Preserving those origin sites will increase pride of place for Tumwater and lead to more tourism dollars spent in the City. Olympia in doing this by supporting redevelopment of the Deschutes Estuary and the Port of Olympia recently established the Billy Frank Junior Trail. It would look bad indeed for Tumwater to do the opposite and allow the destruction of the City's remaining historical sites. She recently visited several historical markers in Tumwater that were

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 3**

placed 75 to 100 years ago. At that time, the focus was on settler history and references to the Oregon Trail. None of the markers mentioned the Cowlitz Trail or the original people who lived in the area. The City of Tumwater could act on an opportunity at this time to update, preserve, and showcase the City’s origins. The Council should protect and save the remaining Cowlitz Trail and the Davis-Meeker oak tree.

Eric Johanson, 1085 Ebbets Drive, Tumwater, commented on the Davie-Meeker oak and the Cowlitz Trail. A Tumwater map references the Cowlitz Trail near the airport along Old Highway 99. Presumably, Old Highway 99 and Capitol Boulevard were part of the trail. With the redevelopment of the estuary and new boardwalks, it would be possible for a trail from the tip of Olympia into Tumwater past the Craft District continuing and intersecting with the new trail system under development. No marking exists in Tumwater on Capitol Boulevard or on Old Highway 99 to indicate where the boulevard intersects with the old Cowlitz Trail. Certainly, with all the projects underway by the City between transportation and parks, it ought to be possible to include some better signage. If the transportation project includes the development of a biking network or a walking network, it should include the old historic trail that traverses through Tumwater, as it would reflect favorably on the City.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Work Session, September 24, 2024
- b. Approval of Minutes: City Council, October 1, 2024
- c. Payment of Vouchers
- d. Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project
- e. Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP)
- f. Acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project
- g. Reappointment of Grace Edwards to the Planning Commission and Rob Paylor, Don Trosper and David Nicandri to the Historic Preservation Commission

MOTION:

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

**COUNCIL
CONSIDERATIONS:**

**MEDIC ONE
ADVANCED LIFE
SUPPORT**

Fire Chief Hurley presented the proposed amendments to an existing Medic One Advanced Life Support (ALS) Contract.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 4**

**CONTRACT
AMENDMENTS:**

Thurston County Medic One celebrated its 50th anniversary this year. Thurston County Medic One supports the hiring of paramedics and EMTs in Tumwater.

The proposal addresses urban response times. County paramedic units are experiencing an increase in call volume and decreasing response times in the incorporated and urban growth areas of the City. Thurston County Medic One completed a study of response times for ALS calls within Thurston County. The study revealed that within urban areas, increasing response time is projected to exceed the 8-minute response time 90% of the time threshold. Seven medic units are located across the county with two units in Tumwater with one of those units assigned to the Rochester area. Thurston County Medic One is adding an additional medic unit effective in 2026 in Tumwater to support the urban core where call volume has increased.

Study analysis conducted on all calls in 2023 identified preferred locations of the new unit. The study identified Tumwater Fire Station T-2 as one of the best locations for siting a new medic unit because of access to downtown Olympia, Capitol Boulevard and Old Highway 99, I-5/US 101, and support to medic units 5, 10, and 4.

The proposal aligns with Public Safety Strategic Priorities and Goals to ensure timely, efficient, and effective public safety response in the community, and exploring and implementing partnerships to improve efficiency and service delivery.

The proposal increases the minimum daily staffing from 9 employees to 11 employees with 13 total employees on duty of which two paramedics are assigned to Medic 14 in the Rochester area. The medic unit located in the north area of the City improves ALS paramedic response time in that area of the City while improving paramedic coverage overall, as well as firefighting response in the City. An additional medic unit also improves the City's rating by the Washington Survey & Rating Bureau, which is used to determine property insurance rates.

The proposed amendments are No. 3, No. 4, and No. 5. Amendment No. 3 addresses a new paramedic academy enabling new employees to learn about Thurston County protocols and provide an opportunity for the Medical Program Director to work with each paramedic and approve their placement as paramedics in the county. The new ALS Academy is comprised of a six-week paramedic structured training program during a day shift covering all skills necessary to be a certified paramedic. All new paramedics from the three jurisdictions would attend. Current paramedics would serve as instructors. The agreement enables Medic One to cover those costs reimbursing jurisdictions up to \$40,000 to cover the expense of instructor time.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 5**

Amendment No. 4 addresses hiring of paramedics. Typically, Medic One funds up to 9.5 paramedic positions. To staff the new medic unit, the department proposes to hire four paramedics in December 2024 and five paramedics by January 1, 2025. To accommodate the request, the department is requesting an increase in FTEs from 53 to 57. Currently, the fire department has 52 FTE positions filled with a vacant Fire Prevention Officer position.

Amendment No. 5 addresses initial start-up costs for the new medic unit. The amendment authorizes an additional 9.5 FTEs effective January 1, 2025. Medic One reimburses the City 80% of salaries, benefits, and necessary equipment. The agreement authorizes \$20,000 in 2025 for administration related to the new medic unit. The amendment defines the location of the new medic unit as Tumwater Fire Station T-2. The agreement provides reimbursement for start-up costs up to \$475,000. Some or all that amount could be used to cover the costs of FTEs enrolled in the fire academy or for temporary housing and facility costs associated with Fire Station T-2 upgrades.

Fire Chief Hurley reviewed costs to the City. The proposal estimates seven paramedics attending the fire academy. The City's share after reimbursement by Medic One is approximately \$512,776 for the biennium for nine employees.

The Thurston County Board of County Commissioners must also approve amendment 5. The City has been actively recruiting applicants. Several conditional offers were offered to candidates. Following background and medical reviews, successful candidates would receive a job offer. The fire department continues to evaluate options for Station T-2 improvements. The goal is for the unit to be in service by January 1, 2026.

Staff requests the Council authorize the Mayor to sign the Intergovernmental EMS Contract Amendment No. 3, 4 and 5 with Thurston County Medic One.

Councilmember Dahlhoff inquired about the type of calls the fire department receives daily and the importance of the proposal. Fire Chief Hurley said the county operates medical response on a tiered system of basic life service response (BLS) and calls for advanced life support. Calls requiring ALS response provide a higher level of medical intervention and care for patients. The department continues to experience an increase in ALS calls.

Councilmember Swarthout asked about the length of the fire academy. Fire Chief Hurley said that new employees would attend the South Sound Academy hosted by the City of Lacey. The course is 16 weeks. Recruits

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 6**

receive Firefighter 1 and Firefighter 2 certification and Hazmat Operation certification after successfully completing the fire academy.

Councilmember Cathey recounted her first time running as a Councilmember in 2007. At that time Fire Station T-2 was not open and her campaign was based on opening the station and providing fire and medical service to the north area of the City. She is amazed at the changes occurring in the City and the City’s response as the City continues to grow. She supports the proposal and is appreciative of the quality of fire service and fire leadership.

MOTION:

Councilmember Jefferson moved, seconded by Councilmember Cathey, to authorize the Mayor to sign the Intergovernmental EMS Contract Amendment No. 3, 4 & 5 with Thurston County Medic One. A voice vote approved the motion unanimously.

**DESCHUTES
ESTUARY
RESTORATION
PROJECT
INTERLOCAL
AGREEMENT AND
BOARDWALK AND
RELATED
INFRASTRUCTURE
AGREEMENT:**

City Administrator Parks presented the proposal to approve the Deschutes Estuary Restoration Project Interlocal Agreement and Boardwalk and Related Infrastructure Agreement.

The proposed agreements culminate many collaborative efforts as well as the first step in the next phase of the long-term community conversation and coalition for management of the Deschutes estuary basin.

In 2011, the Capitol Campus Plan was developed. The 5th Avenue Dam was constructed between 1949 and 1951. Subsequently, community recreation in Capitol Lake included swimming and boating. In the 1970s and 90s many conversations spoke to dredging Capitol Lake to address water quality concerns surrounding the health of the lake and long-term management challenges for the Capitol Lake system. In 2016, the Legislature directed the Department of Enterprise Services (DES) to develop the Capitol Lake Deschutes Estuary Long-Term Management Plan. The public process included studies and completion of an Environmental Impact Statement (EIS) to evaluate alternatives for long-term management. DES completed many technical analyses, conducted outreach, and collaborated with many stakeholders. A Draft EIS was issued in July 2021. The Final EIS was completed at the end of 2022. The outcome of the process resulted in a Memorandum of Understanding (MOU) between DES, several local governments, Squaxin Island Tribe, Port of Olympia, and LOTT Clean Water Alliance committing to various elements of a selected preferred alternative to return the system to an estuary. From 2022 to the present, preliminary phases of the Deschutes-Estuary Restoration Project were initiated. Preliminary designs were completed in addition to technical work, implementation of several funding strategies, and negotiation with the partners as signatories to the MOU to develop the interlocal agreement for consideration in addition to

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 7**

several subsidiary agreements outlining specific commitments by some of the partners.

The two proposed agreements are interrelated. The South Basin Boardwalk and Related Infrastructure Agreement is between the State of Washington and the City of Tumwater. The Deschutes Estuary Restoration Project Interlocal Agreement is the primary document between the State of Washington and the Squaxin Island Tribe, cities of Olympia and Tumwater, Thurston County, Port of Olympia, and the LOTT Clean Water Alliance.

The City of Tumwater's project is covered in the subsidiary agreement and is interrelated with the interlocal agreement. The term is the same and relies in part on the provisions of the interlocal agreement along with inclusion of an independent termination provision as negotiated by the City of Tumwater. The basic components of the subsidiary agreement outlines responsibilities between DES and the City of Tumwater pertaining to the improvements identified for the South Basin area of the project site.

Councilmember Althausler inquired about the City's participation in the design of the boardwalk, as the agreement is silent with respect to the final design of the boardwalk. City Administrator Parks advised that one of the basic components in the agreement is the collaborative nature of the design moving forward. DES committed to include the City of Tumwater in the design process and the City is participating in the design process.

City Administrator Parks reported the construction of the boardwalk facilities will be the responsibility of DES. Following construction of the boardwalks, the agreement contemplates that the City of Tumwater would assume ownership of the boardwalk facilities with responsibility for ongoing maintenance. Another component of the agreement pertains to several administrative tasks. The agreement contemplates another agreement detailing the transfer of the facilities. Tumwater Historical Park is located on property owned by DES, which is leased to the City. A future agreement will document the specifics of any transfer of ownership. Following assumption of ownership of the boardwalk, the City would be responsible for all future decisions associated with boardwalk facilities

Councilmember Jefferson asked whether the agreement for maintenance of the boardwalk applies only to the section located within the City's jurisdiction. City Administrator Parks advised that the City would be responsible for maintaining the boardwalk located in the south basin area or all facilities located upstream from the I-5 crossing of the Deschutes River.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 8**

City Administrator Parks reported the interlocal agreement, in addition to outlining various components and responsibilities of the participating parties, includes a primary component addressing how jurisdictions will manage sediment depositing to West Bay after removal of the dam at the end of the construction project. The agreement identifies roles and creates a Deschutes Estuary Steering Committee comprised of representatives from each partner agency to serve as an appointed body. The project manager is DES in support of the activities of the committee. DES will complete the technical work and manage the evaluation, design, permitting, and construction of the three anticipated dredge events identified over the term of the agreement. The term of the agreement is through December 31, 2050. The agreement also outlines the role of the Port of Olympia for maintenance dredging of its berthing areas along the marine terminal as well as coordinating directly with the U.S. Army Corps of Engineers, which is responsible for dredging of areas identified as federal navigational channels.

The City's financial responsibility for the two agreements applies to the south basin boardwalk and infrastructure for ongoing repairs and maintenance. Those costs are unknown at this time with no estimate provided because of the lack of a design. The costs would cover both dollar costs as well as staff resources. The City is participating in the design process to provide input on the construction methodologies and materials. Following transfer of the boardwalk, the City retains exclusive control of the facilities.

The interlocal agreement covers the cost of dredge events over the life of the agreement. The total cost to the City of Tumwater is \$7, 673,000.00. The agreement includes provisions for annual payments for the financial obligation to be initiated after securing construction funds from the state. The City's schedule of annual payments is reflected as an attachment to the interlocal agreement.

The last component of the project is removal of the 5th Avenue Dam anticipated to occur in 2033 with dredging necessary every six years with the first dredge in 2028. In 2044, the agreement anticipates a larger dredge event followed by the third and final dredge scheduled in 2050.

City Administrator Parks requested the Council approve and authorize the Mayor to sign the South Basin Boardwalk and Related Infrastructure Agreement between the City of Tumwater and the State of Washington Department of Enterprise Services and the Deschutes Estuary Restoration Project Interlocal Agreement. She invited questions.

Councilmember Dahlhoff said she supports the proposed agreements with a caveat that she learned earlier that Thurston County has delayed signing the ILA. She asked whether the delay could provide an opportunity to

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 9**

work with DES regarding the trails based on previous submittal of responses from the City in August 2021 in conjunction with the Thurston Regional Planning Council concerning the trail alignment that were not included in the proposed ILA. She asked about any opportunity to work with DES to seek an addendum because of agreement and support voiced previously by DES, which is not captured in the proposed ILA. City Administrator Parks advised that any signing delay could afford an opportunity to revisit the design. Staff and DES have discussed the concept of the recreation component within the south basin. It is likely DES is willing to engage in discussions as well as seeking community input on the recreational element for the south basin area. Councilmember Dahlhoff advised that a schematic was developed for an alternative alignment of the trail and submitted to DES in August 2021. City Administrator Parks advised that staff would follow up with DES on the prior documentation.

Councilmember Swarhout noted that the documentation within the ILA identifies the financial responsibility for paying the costs of dredging, which also includes local marinas. City Administrator Parks said that although private marinas are not a party to the ILA, they are part of another agreement in progress with DES. DES is negotiating other agreements with private marinas to cover private financial obligations for dredging activities. All agreements must be completed to enable DES to move forward with a budget request for construction funds.

Councilmember Althausser asked whether the omission of any reference to the Open Public Meetings Act (OPMA) within the provisions of the ILA would exempt the parties from the requirements of the OPMA statute. City Attorney Kirkpatrick affirmed that the OPMA is a state statute requiring compliance by the City. References to the OPMA are unnecessary within the ILA, as non-compliance by the parties would be a violation of state law.

Mayor Sullivan commented that during the meetings to review the ILA, one of the concerns centered on the control of funds. The ILA designates the Thurston County Treasurer's Office as the financial entity to ensure all funds from each partner are protected and that the funds could not be accessed by the Legislature.

Councilmember Jefferson referred to a public comment requesting the Council not approve the agreement. While she acknowledged the importance of teamwork and partnerships, she is speaking for some individuals opposed to the agreement because dredging is not occurring within the City limits of Tumwater and should not be a financial obligation by the City for an action occurring outside of Tumwater. She questioned the importance of the ILA and the potential outcome if the Council elects not to approve the ILA.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 10**

City Administrator Parks responded that the importance and benefit to Tumwater is a project that is intended to address a regional asset and an environmental issue affecting the entire region. Restoring the estuary provides benefits not just within the specific geography of the construction site but benefit the entirety of the watershed and improve Deschutes River. The project creates a larger public benefit and an asset that serves as a draw for tourism and demonstrates a collaborative effort to restore an environmental condition to a more natural condition with benefits far beyond the geography of the area.

Councilmember Althaus commented that the project will benefit and restore habitat around the estuary in the center of an urban community that will attract wildlife, plants, and aquatic life. The project area is literally in the City's backyard as the City was founded on the Deschutes River. The river is sick and unhealthy. In terms of why it is important for Tumwater's participation, the City will receive a direct economic impact from the boardwalks. He agreed with Councilmember Dahlhoff as he also has some reservations around the current renderings for the boardwalks because he believes connection of the boardwalks to the Karen Fraser Woodland Trail would connect the regional trail system. The City has a financial responsibility for dredging as sediment travels down the river and for any remaining oil from the oil spill at the brewery. The City has a responsibility to participate financially. Additionally, in recognition of Indigenous Peoples Day, October 14, 2024, it is important to note that the one party not financially obligated in the agreement is the party most affected by the dam, which speaks to a fitting social justice aspect of the project.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Dahlhoff, to approve and authorize the Mayor to sign the South Basin Boardwalk and Related Infrastructure Agreement between the City of Tumwater and the State of Washington Department of Enterprise Services and the Deschutes Estuary Restoration Project Interlocal Agreement. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

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

The committee considered Resolution R2024-015, affirming the Council's commitment to equality, dignity and the protection of civil rights, and standing against hate, bigotry, and discrimination. The resolution stemmed from a recent incident in the City involving Councilmember Dahlhoff who was exposed to a person yelling a racial slur at her in addition to a series of other related incidents in the City. The committee recommended some adjustments to the resolution for reconsideration by the committee at its November meeting. The committee also received an update on Crisis Response by the Tumwater Fire Department.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 11**

**GENERAL
GOVERNMENT:**
Michael Althausser

The committee continued its review of the 2025 Comprehensive Plan update focusing on the Housing Element and the updated housing allocation and land capacity analysis.

PUBLIC WORKS:
Eileen Swarthout

At the October 3, 2024 meeting, the committee forwarded recommendations to the Council on a Small Works Contract with Sare Electric for the City of Tumwater Fleet EV Charging Stations Project, an Interagency Agreement with Washington Department of Commerce for Washington Electric Vehicle Charging Program (WAEVCP), and acquisition of the Reykdal and Langton Properties for the Percival Creek Fish Passage Barrier Removal Project.

At its next meeting on October 17, 2024, the agenda includes the 93rd Avenue Interchange Study Consultant Agreement with Shea Carr & Jewell, Inc., and Resolution No. R2024-017 for the 2025 Fee Schedule.

**BUDGET AND
FINANCE:**
Debbie Sullivan

There was no meeting and no report.

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

City Administrator Parks announced an open house on Monday, October 21, 2024 from 5 p.m. to 7 p.m. on the new community center design project at Tumwater Middle School in the cafeteria. The consultant will provide an overview to the community on demographics, examples of different recreation centers throughout the country, national trends on community center design, and potential design features and amenities.

On Saturday, October 12, 2024, the Tumwater Police Department sponsored a Citizens Academy “Light,” a single day event opposed to a multi-day academy. The small group was very engaged resulting in beneficial community and department conversations and interactions.

Last Friday, October 11, 2024, the Meeker-Davis oak tree was assessed for risk by a professional tree risk consultant who performed a variety of assessments on the tree. The assessments were recommended by the Department of Archeology and Historic Preservation (DAPH) as non-invasive techniques. A permit from DAPH was not necessary to conduct the assessments. The consultant performed sonic tomography of nine different locations along the main stem of the tree, conducted aerial inspections of the tree, and documented various conditions of the tree. The next step in the process is data analysis based on the assessment to identify any implications. If data analysis indicates a need for additional investigation, the City will consider next steps for another phase of assessment including whether a permit from DAPH would be required. If future investigation is not warranted, the City anticipates receiving a final report by the consultant within three to four weeks. The content of the

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 12**

report will serve as a determination and classification of the risk associated with the tree, its branches, and its co-dominant stems. The report will include potential risk mitigation options, cost estimates, and residual risk that could be achieved if mitigation measures were implemented.

With the year ending soon, upcoming Council meetings will include budget workshops, public hearings on the budget and the property tax levy, an annual Tumwater Metropolitan Park District (MPD) meeting to review an annual report of activities, and two public hearings on the MPD budget and MPD tax levy. The regular Council meeting on November 19, 2024 will include the final budget public hearing. The last meeting of the year is scheduled on Tuesday, December 17, 2024.

Mayor Sullivan reported on her attendance to the Intercity Transit Authority Board meeting on Wednesday, October 2, 2024. Members were introduced to the class of 2024-05 of bus operators comprised of the largest class of 24 students. The class began on September 9, 2024. The Authority considered applications for a vacancy on the Intercity Transit Authority Board and six vacant positions on the Citizens Advisory Committee. Interviews are scheduled in November for all vacant positions. Intercity Transit was awarded a \$1.8 million Community Project Fund grant championed by Congresswomen Marilyn Strickland for Zero Fare Bus Stop Enhancements.

Mayor Sullivan attended the Association of Washington Cities (AWC) Mayors Conference on October 3-4, 2024.

Mayor Sullivan reported on a text message she received from the Chair of the Chehalis Tribe thanking the Tumwater Police Department for handling a smash and grab robbery at its marijuana store located off 93rd Avenue. Robbery suspects fleeing the scene crashed in Tumwater. The Chairman expressed his thanks to Tumwater police officers in their response as all five of the suspects were apprehended. All suspects were juveniles using a stolen vehicle from Tacoma.

**COUNCILMEMBER
REPORTS:**

Angela Jefferson:

At the last Olympia and Beyond meeting, members discussed and received a presentation by staff with the City of Olympia on the city's minimum wage proposal. The annual sports award event is scheduled on November 7, 2024 at South Puget Sound Community College. Ticket sales are open. The event is scheduled from 5 p.m. to 7 p.m. Members reviewed the Destination Master Plan. Task Force meetings are scheduled to convene quarterly beginning in January 2025.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 13**

At the October 11, 2024 meeting of Tumwater HOPES, coalition members received an update from ESD, which is responsible for five coalitions. The new coalition leader for Tumwater HOPES recently joined the organization after nearly a year of lacking a leader. The coalition participated in the City's Clean-Up, Drop-Off event and provided six medication lockboxes and collected 135 pounds of medication. Members discussed a proposal to collaborate with the Health Department and ESD for the Friends for Life campaign to conduct trainings on the administration of Naloxone, similar to the training received recently by the Council. The training teaches caregivers and adults about the use of opioids and overdose. It is important for the training to be advertized with good coordination and communications with local schools to inform the target audience.

On October 10, 2024, Councilmember Jefferson strived to win the Senior Picnic Historical Park Chili Cook-Off event. Despite cooking her chili for 24 hours, she lost the competition to another competitor who served their chili made with beef brisket.

Joan Cathey:

Councilmember Cathey attended the last meeting of the Solid Waste Advisory Committee. The Thurston County landfill is undergoing a redesign. The landfill property includes a parcel of land not currently used. The committee is working on establishing a solar farm on the five-acre parcel. The committee continues efforts to site a transfer station in the south county area.

At the last meeting of the Olympic Region Clean Air Authority meeting, members received reports of many people burning leaves and other lawn and garden waste. The agency has received many calls of concerns from the region. Despite the calls, air quality in Thurston County during the last year tested as good with some instances of excellent quality.

Peter Agabi:

Councilmember Agabi attended the October 4, 2024 Thurston Regional Planning Council (TRPC) meeting. Members received a public comment concerning the possibility of the City of Tumwater developing trails leading from the Craft District to the Cowlitz Trail. Members discussed the call for projects process. The City of Tumwater submitted transportation proposals for a traffic study and development of trails from Pioneer Park to the Deschutes River at Henderson Boulevard. Councilmember Agabi said the final action on the call for projects is scheduled at the Council's December meeting. He inquired about the possibility of county's delay in signing the estuary ILA affording time to the City to revise the proposal for the boardwalk design. City Administrator Parks advised that it may be possible to pursue discussions with DES through the design process regardless of the timing of Thurston County signing of the interlocal agreement.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 14**

TRPC Executive Director Marc Daily presented the proposal for changes in membership fees to support requirements for information technology infrastructure. Mr. Daily presented and reviewed 2025 legislative priorities for the region.

The Town of Bucoda is sponsoring a popular haunted house in celebration of Halloween.

The recent meeting of the Joint Animal Services Commission was an extended meeting to review the budget. The City of Tumwater is scheduled to experience an increase in its annual assessment of approximately \$200,000.

Leatta Dahlhoff:

Councilmember Dahlhoff reported on her attendance to seven meetings. The Thurston County Opioid Response Task Force is working on the 2025 Opioid Response Plan revision, implementation, and engagement. She encouraged the police and fire departments to review the plan as both agencies respond to calls of opioid overdoses.

The LOTT Clean Water Alliance Board of Directors recently signed the interlocal agreement for the Deschutes Estuary project.

Councilmember Dahlhoff advised that the resolution discussed by the Public Health and Safety addressed the overall conversation of the City's values and culture. The resolution speaks to a conversation that does not question free speech or federal regulations, but rather about a campaign against hate as it does not align with the City's neighborly values. The issue is not focused on a resolution but rather on the larger issue of hate that is not tolerated in the City.

Michael Althaus:

The next meeting of the Regional Housing Council is scheduled on Wednesday, October 23, 2024.

Eileen Swarthout:

Councilmember Swarthout reported she attended the October 4, 2024 TRPC meeting. The Deschutes Valley Trail Segment C project application is for a federal grant submitted through TRPC's call for projects process. State funding has been secured for another segment of the trail.

Councilmember Swarthout attended the Senior Picnic Historical Park Chili Cook-Off.

Councilmember Swarthout participated in the Clean Up, Drop Off event.

The Daughters of the American Revolution (DAR) is hosting a talking headstones tour on Saturday, October 19, 2024 at noon at the Pioneer

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
OCTOBER 15, 2024 Page 15**

Cemetery. Mayor Sullivan is speaking at the event and is a member of DAR.

Mayor Sullivan described recent cleaning of pioneer headstones at the cemetery located off Littlerock Road. Volunteers cleaning the stones are trained to clean historic headstones using special brushes and chemicals that require many volunteer hours.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:36 p.m.**

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

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 1**

CONVENE: 6:00 p.m.

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

Staff: Finance Director Troy Niemeyer, Administrative Services Director Michelle Sutherland, Police Chief Jon Weiks, Transportation and Engineering Department Director Brandon Hicks, Parks and Recreation Department Director Chuck Denney, Communications Manager Jason Wettstein, and Deputy City Clerk Tracie Core.

**BUDGET
WORKSHOP NO. 2:**

Director Niemeyer summarized the topics covered during the first workshop on the budget. The Council initiated the budget process at its retreat early in the year by updating Council Goals and Priorities. Since then, department directors submitted their respective budgets with requests they believe are necessary for the operation of their departments. Throughout the budgeting process, it was obvious needs are greater than one biennium budget requiring more work to defer some needs to the future. The next biennium budget will require some strategic discussions by the Council to review potential new sources of revenues and service levels. It took many years with low staffing and deferred maintenance to reach this level and it is not uncommon for many jurisdictions because of previous initiatives approved by voters impacting local government budgets. The top cause for the budget not keeping pace with costs is the cap on property tax each year of 1%. The car tab initiative harmed the state and local governments in terms of transportation funding. Tumwater's Transportation Benefit District (TBD) helps to close the funding gap. The property tax cap has limited the City's past and future ability to raise revenue to keep pace with increasing costs.

The car tab initiative passed by voters in the late 1990s lowered the price of car licenses to \$30. Much of the funding from car tabs funded transportation programs at the state and local level. The property tax cap passed in the early 2000s limited an increase in property tax each year to 1%. Cities could previously increase property taxes from 0 to 6%. The initiative removed the ability of city governments to raise property taxes beyond 1% regardless of the level of inflation. The various initiatives passed by voters essentially forced cities and counties to seek a la carte funding sources. Consequently, to obtain more transportation funds, the City formed the Transportation Benefit District to maintain roads. Another funding option was a levy lid lift, which the City utilized in 2011 for public safety costs for police and fire. The City also formed the Tumwater Metropolitan Park District (TMPD) approved by voters in 2018. The TMPD funds parks and a future community center.

Councilmember Agabi commented on the property tax cap and indicated

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 2**

that it is somewhat of a misnomer as assessed value of properties continue to increase, resulting in higher property taxes. The assessed value of property bridges the gap of 1% versus a higher property tax increase. Director Niemeyer said the property tax cap has created economic problems for cities. The City is limited to raising the property tax levy by 1% each year. However, the City also receives revenue from new construction. Different government structures, such as counties, the state, school districts, and the port have different requirements than cities, which is why property tax rates increase more than 1% overall.

During the upcoming biennium the City plans to defer more maintenance and defer hiring more positions to reduce the gap between revenue and expenditures to avoid using fund balance reserves.

The general fund is the City's primary fund covering the cost of essential City services of police, fire, roads, parks and recreation, community development, and support services provided by all City departments. New expenditures included in the proposed budget for the Police Department include body-worn cameras for police officers (hardware, software, & training for officers and staff), four additional FTEs, and space at City Hall. The proposal relocates Parks and Recreation functions from City Hall. Police body-worn camera staff will move to the space vacated by Parks and Recreation for closer proximity to the police department. The budget also includes increased wages for Police Guild members. Additional staff positions cost approximately \$706,000 for the biennium, guild wages increases by \$205,000, and camera hardware costs of \$213,000 attribute to a total of approximately \$1.1 million for the biennium.

Councilmember Von Holtz recommended exploring the possibility of grant opportunities to fund body-worn cameras.

Director Niemeyer responded to questions about Proposition 1 funds from the county funding some of the expenses. The City anticipates receiving \$940,000, which covers body-worn cameras and the City's portion of the new Medic One unit.

Council budget requests include Senior Home Repairs of \$25,000 each year totaling \$50,000 for the biennium, Community Human Services Program continuing at \$15,000 each year for a total of \$30,000, formation of an Equity Commission, and funding a study for stipends for boards and commissions. Other Council requests that have less impact on the budget include sensory recovery spaces at parks, brewtower signs to raise funds, Morningside staff working at the City Hall, and a paint recycling drop-off facility.

The Council's approval of Medic One contract amendments related to

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 3**

the new Medic One unit requires hiring nine new paramedics with four positions filled in 2024 and five positions filled in 2025 for a total of \$2.5 million for the biennium. Medic One reimburses the City of approximately 80% for paramedic salaries of approximately \$2 million resulting in a net cost to the City of \$512,000 for the biennium. Additionally, the Medic One Program pays for the vehicle and vehicle supplies. However, the City needs to remodel Station T-2 to accommodate additional personnel. The cost of renovation is estimated to at \$1.3 million.

Another budget expense is the increase in wages of non-represented employees based on the results of a Non-Represented Employee Salary Study completed by the City. Lacking the ability to bargain for wages, non-represented salaries have not kept pace with salaries of employees represented by unions. The study includes information on comparable salaries of other cities of similar size with the intent to increase the City's competitiveness in the job market and retain employees. The total increase in salaries each year would be approximately \$1.9 million including a COLA of 3.8%. The proposed wage increase is a position-by-position increase based on comparables of other similar-sized cities.

In addition to the market adjustment for non-represented salaries, the budget includes proposals for additional positions. Based on recent strategic and growth plans completed by both the police and fire departments, the police department identified a need for nine officer positions in addition to the FTEs for the body-worn camera program. The fire department identified a need for eight firefighters or firefighter paramedic positions in addition to the staffing for the new Medic One unit. The proposed budget includes five new police officers with four positions deferred to the next biennium, four new firefighter positions with four firefighters deferred to the next biennium, four engineer positions in Transportation and Engineering, two positions in Community Development with one position deferred to the next biennium, eleven positions in Parks, Recreation and Facilities, one FTE in the Finance Department, two FTEs in Human Resources and two FTEs deferred to the next biennium. Within the Water Utility, the budget includes nine FTEs in Water, two FTEs in Sewer, three FTEs in Stormwater, one FTE for ER&R Fleet, and two FTEs for ER&R IT

In addition to the new budget requests, the budget includes prior commitments. Prior commitments include Franz Anderson Tiny Home Village of \$275,000, \$275,000 for the Housing Authority Low-Income Senior Housing project, and \$550,000 for daycare assistance program through the Thurston Economic Development Council (EDC).

Discussion ensued on the status of the EDC utilizing funds to date. Director Niemeyer offered to follow-up with the EDC on the status of

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 4**

using the funds for daycare assistance. Councilmember Agabi noted that the contribution of \$550,000 from the City is earmarked for a new daycare center EDC is building in the City of Lacey. Councilmember Swarthout added that the EDC was awarded a Local Community Project grant for construction of a daycare center.

Councilmember Jefferson recommended improving the transparency of the budget requests by aligning the requests with the City's priorities and needs, as well as information depicting the financial impacts to the City caused by the initiatives. Director Niemeyer noted that information could be provided on the affects of the cap on property tax in comparison to inflation over time.

Director Niemeyer reviewed revenue sources in the general fund. Property tax is the second highest contributor of revenue following sales tax, which reversed from the last biennium because property tax was previously the City's largest single source of revenue for the general fund. Today, that amount has dropped to 22% with sales tax overtaking property tax at 27% of the revenue in the general fund. The City is experiencing the long-term effect on the limit of property taxes for the City. Property tax and sales tax comprise half of the revenue in the general fund followed by Business and Occupation tax and intergovernmental contracts and grants.

Thurston County Assessor's Office provided the City with a graph depicting how Thurston County property tax is distributed by percentage. Local school districts receive the largest amount at 36.6%, state schools receive 23%, and fire districts receive 10.63% (exclusive of Tumwater Fire Department). Thurston County receives 8.92% with all cities and towns in the county receiving 7.91%. The amount the City receives includes the 1% the City increases each year as well as for any new construction.

In response to questions about the City's annual levy of a property tax increase of 1%, Director Niemeyer explained that the property tax the City levies does not decrease each year with the same dollar amount of taxes levied from the prior year plus 1% reflecting the increase. Other levies by school districts and other smaller taxing districts are not bound by the 1% cap and can levy at higher rates.

Director Niemeyer reviewed general fund expenditures by category. The largest category of expense is for salaries and benefits (60%+) followed by other charges and services. General fund expenditures by department reflect the police and fire Departments are nearly half of general fund expenses followed by parks at 12.9%, transportation and engineering at 10.4%, and other departments at smaller amounts.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 5**

During the last budget, the City forecasted revenues based on the potential of a recession. To offset the loss of revenue against budgeted expenditures, the City elected to use some fund balance to cover the deficit. Many of the expenditures from the last biennium were one-time costs or extraordinary expenditures. The proposed budget does not include as many one-time expenditures. Most of the expenses are ongoing costs for programs and employees. The proposed budget totals approximately \$10.2 million more in expenses than in revenue, which is too high and will result in some adjustments to reduce costs to avoid utilizing too much of the ending fund balance. The ending fund balance at the end of the year also includes the City's reserves of \$7.1 million. If the City's ending fund balance is too low, it could affect the City's credit rating and the ability to secure bonding. Bonding companies consider the City's reserves and ending funding balance for assurance the City can repay any debt.

Director Niemeyer shared a graphic of the City's projected financial cliff based on the last biennium budget. The blue line represents revenue with the red line representing expenditures. The graph depicts some fluctuation throughout time but generally the two lines track close together. By 2024, both lines begin intersecting reflecting the point where expenditures exceed revenues with the fund balance beginning to decline. Another line on the graph (purple) is the City's minimum required fund balance equating to two months of operating costs (17%) in the general fund. The green line represents the total ending fund balance. During the last budget cycle, the financial cliff was forecasted to occur in 2026. An updated fiscal cliff reflects that for the current budget, the financial cliff is forecasted to occur in 2028. Additional reductions in expenditures could extend the timeline.

Required actions during the next biennium include reviewing new positions in the police department, renewal of the TBD (expires in 2025 - ballot measure in April), continued economic development to increase new business and new development, continued efforts with Association of Washington Cities and other partners to promote efforts with the Legislature to increase property tax increase limit, monitoring revenue projections, making smart infrastructure investments, and exploring other revenue options.

The City's financial toolbox includes a limited number of revenue and expenditure tools. Reducing expenditures could include reducing level of service, reducing or eliminating programs, or reducing maintenance. Increasing revenue could include considering a levy lid lift, increasing fees and taxes, such as utility tax for City utilities, or seeking one-time revenues. The proposed budget includes a request to increase the utility tax for Tumwater utilities.

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 6**

Councilmember Cathey questioned whether the City has received complaints about the level of service provided by police and fire personnel. Director Niemeyer said he is not aware of any complaints and would defer to the Chiefs. He is not aware of any level of service complaints. Councilmember Cathey said the impetus for the question relates to the budget with a major portion allocated for police and fire. She has generally received mostly positive comments about the City's response to calls and questioned whether an assumption is occurring each year that the City should hire more public safety employees. It speaks to a combination of her concerns and questioning because each year, the budget includes a request for more positions that consumes a major portion of the budget. She is also concerned about the City's tendency to increase taxes and fees as it harms the low-income community consistently. One example is her water bill, which has nearly doubled. The Council should consider equity in terms of taxing as it affects community members who are struggling to remain housed.

Mayor Sullivan responded that in addition to considering utility rates and taxes and the impacts to low-income individuals and seniors in the community, staff is also discussing the possibility of establishing a program to provide assistance to community members in need.

Councilmember Althaus asked whether an investment in new positions in fire and police would help offset the need for overtime. Director Niemeyer responded that it could possibly have some impact but is uncertain as to the extent the investment in new positions would have to decrease the amount of overtime. Police Analyst, Dr. Bowers, has completed some analysis of data on call volumes versus staffing needs.

Councilmember Swarthout noted the lack of schedules reflecting overtime costs for police and fire within the budget materials. Inclusion of the information might address some of the questions as to whether the addition of new positions assists in reducing overtime costs.

Director Niemeyer reported the budget includes the utility Lifeline Program providing a 50% discount on utilities for low-income customers, as well as the City's hardship program funded from community donations. Staff is also exploring other programs or expansion of existing programs.

Councilmember Dahlhoff questioned whether staff has reviewed the application process for the assistance programs to identify any challenges or hurdles the process unintentionally creates for applicants. Director Niemeyer responded that more efforts are required on the program. The City retracted the hardship program from the Community Action Council for various reasons. The City received some feedback from customers as to the difficulties they encountered when applying for assistance. The

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 7**

City has revamped the process to a one-page form rather than applying through the Community Action Council. Customers are able to call or visit City Hall to apply. Applications are reviewed by the utility billing supervisor who forwards applications to fund to either him or the Assistant Finance Director for final approval.

Councilmember Cathey recommended including more information on the programs within customer billing statements. Director Niemeyer responded with additional information on efforts implemented by the City and other departments to disseminate information on the City's assistance programs.

Director Niemeyer reported the current utility tax rates for water, sewer, and stormwater is 6%. The budget proposes an increase in the tax rate to 12%. The increase would add an additional \$617,000 in revenue to the general fund. The cost to the average customer is \$8.08 a month. Each utility includes a proposed increase in rates in addition to the proposed increase in utility tax. Based on the proposal for the increases, the City utility services would continue to be less than the utility costs in the cities of Lacey and Olympia.

Dahlhoff said the Council's discussion should consider how to incentivize septic and well customers to connect to City utility services despite ongoing rate increases. Many areas in the City are on wells and septic systems.

Director Niemeyer reported the budget proposal also includes the potential of utilizing debt service funding for the new Maintenance and Operations facility and a water storage project.

Other budget inclusions include an urban forester position, continued sustainability projects and energy conservation projects, establishment of an Arts Commission and an Equity Commission, ongoing planning for the new community center, and brownfield redevelopment under the Environmental Protection Agency (EPA) grant and the Department of Ecology grant for the former Washington State Department of Transportation (WSDOT) site. The grants fund the study of pollution at the old brewery site and WSDOT facility off Capitol Boulevard. Other projects include renewing the TBD, moving forward on the new Maintenance & Operations facility, culvert replacement projects, continuation of the Deschutes Estuary Restoration project, and conversion of the City's fleet from fossil fuels to electric vehicles.

Director Niemeyer reviewed the proposed biennium budget totaling \$428 million. The last biennium budget was approximately \$300 million. The next budget workshop is scheduled on November 12, 2024. Two public hearings on the budget are scheduled on November 4, 2024 and

**TUMWATER CITY COUNCIL WORK SESSION
MINUTES OF VIRTUAL MEETING
OCTOBER 22, 2024 Page 8**

November 19, 2024. Final adoption of the budget is scheduled on December 3, 2024.

Councilmember Jefferson requested the retention of the budget slide reflecting the City's budget overrun with proposed changes to reduce the overall budget for review at the next budget workshop.

Councilmember Swarthout requested a summary of each department's percentage increase for the next biennium. Director Niemeyer acknowledged the request.

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

Mayor Sullivan reminded members that no Council meeting or work session is scheduled next week. The next meeting is scheduled on Monday, November 4, 2024 because of the election.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 7:37 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: November 04, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- October 18, 2024, payment of Eden vouchers 174331 to 174351 in the amount of \$4,725.94; payment of Enterprise vouchers 184705 to 184815 in the amount of \$338,567.83 and electronic payments 904757 to 904802 in the amount of \$919,079.60 and wire payments in the amount of \$7,250.86.
- October 25, 2024, payment of Eden vouchers 174352 to 174359 in the amount of \$2,150.25; payment of Enterprise vouchers 184816 to 184894 in the amount of \$2,136,336.88 and electronic payments 904803 to 904838 in the amount of \$269,828.38 and wire payments in the amount of \$67,154.18.

2) Background:

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

Vendor		
ACUSHNET	21,207.06	Golf balls
BARKER RINKER SEACAT ARCHITECTURE	20,500.90	Community Center study services through 9/30/2024
NISQUALLY INDIAN TRIBE	25,252.50	Incarceration & Booking fees September 2024
RH2 ENGINEERING, INC	32,930.53	SE Reservoir project
SEMAPHORE CORPORATION	28,449.60	Camera's for PRD Historical
BOBBIE & AMANDA'S CLEANING SVC	24,312.00	Janitorial services September
CLARY LONGVIEW, LLC	77,771.85	2024 Ford F350 – Operations Streets
CLARY LONGVIEW, LLC	35,547.88	2024 Ford Maverick – Pool Vehicle
LOTT WASTEWATER ALLIANCE	601,842.28	September 2024 LOTT Fees
TYLER TECHNOLOGIES, INC	25,881.91	Tyler notify & Munis analytics and reporting
WA ST DEPT OF REVENUE	67,154.18	USE TAX 9/1/24 – 9/30/24
MACDONALD-MILLER FACILITY SOLUTIONS	42,863.00	INVESTMENT GRADE AUDIT – ENERGY EFFICIENCY UPGRADES
MILES RESOURCES, LLC	1,030,928.62	ISRAEL LINDERSON PED AND BIKE PAYMENT #2
NORTHWEST CASCADE	351,212.23	PE#1 LINWOOD AVE

Vendor		
PAPE GROUP INC	114,778.08	BACKHOE/LOADER – OPERATIONS
SPECIALIZED PAVEMENT MARKING, LLC	129,436.76	2024 CITYWIDE STRIPING
THURSTON COUNTY	53,221.03	RHC 2024 ILA Section 6(b) funding
THURSTON COUNTY	24,398.31	RHC1406 Taxes per ILA
CLARY LONGVIEW, LLC	65,034.85	2024 Ford E-Transit Van – Sewer WRS-Ops

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

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

-
- 4) Alternatives:
- Ratify the vouchers as proposed.
 - Develop an alternative voucher review and approval process.

-
- 5) Fiscal Notes:
The vouchers are for appropriated expenditures in the respective funds and departments.

-
- 6) Attachments:
- A. Exhibit A – Payment of Vouchers – Review and Approval
 - B. Exhibit B – Payment of Vouchers – Review and Approval

EXHIBIT "A"

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

Enterprise ERP

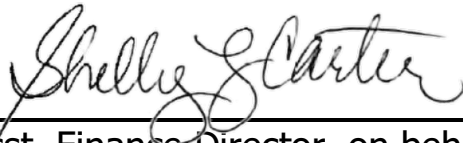
Voucher/Check Nos 184705 through 184815 in the amount of \$338,567.83

Electronic payment Nos 904757 through 904802 in the amount of \$919,079.60

Wire payments of \$7,250.86

Eden

Voucher/Check Nos 174331 through 174351 in the amount of \$4,725.94



Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/18/2024

EXHIBIT "B"

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

Enterprise ERP

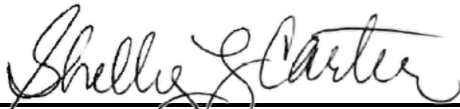
Voucher/Check Nos 184816 through 184894 in the amount of \$2,136,336.88

Electronic payment Nos 904803 through 904838 in the amount of \$269,828.38

Wire payments of \$67,154.18

Eden

Voucher/Check Nos 174352 through 174359 in the amount of \$2,150.25



Asst. Finance Director, on behalf of the Finance Director

Checks dated 10/25/2024

TO: City Council
FROM: Brandon Hicks, Transportation & Engineering Director
DATE: November 4, 2024
SUBJECT: 93rd Avenue Interchange Study Consultant Agreement with Shea Carr & Jewell, Inc.

1) Recommended Action:

Recommend the City Council Approve and Authorize the Mayor to sign the Consultant Agreement with Shea Carr & Jewell, Inc., for the I-5 & SR 11-93rd Ave SE Interchange Study Project. The agreement was recommended for approval via consent calendar by the Public Works Committee at their October 17, 2024 meeting.

2) Background:

The 93rd Avenue Interchange Study examines capacity, safety, and multimobility issues, analyzes alternatives, and conducts an Intersection Control Evaluation (ICE) at the intersections, if applicable.

3) Policy Support:

Strategic Priorities and Goals: Create and Maintain a Transportation System Safe for All Modes of Travel

4) Alternatives:

- Revise the scope.
 - Do not recommend the award of this contract.
-

5) Fiscal Notes:

Funds for the project include a \$224,000 Surface Transportation Program (STP) grant awarded by Thurston Regional Planning Council with the balance coming from the Transportation CFP. The Total cost of this project is \$258,960.

6) Attachments:

- A. Agreement
- B. Vicinity Map

Local Agency A&E Professional Services Negotiated Hourly Rate Consultant Agreement

Agreement Number:

Firm/Organization Legal Name (do not use dba's): Shea Carr & Jewell, Inc.	
Address 8730 Tallon Lane NE, Suite 200, Lacey, WA 98516	Federal Aid Number STBGUM-1325(009)
UBI Number 602-612-261	Federal TIN 20-4834444
Execution Date See Page 14 of this Agreement.	Completion Date
1099 Form Required <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Federal Participation <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Project Title I-5 & SR 121-93rd Ave SE Interchange Improvements Study	
Description of Work Study to examine safety and multimobility issues, analyze alternatives, and conduct an Intersection Control Evaluation (ICE) at the intersections, if applicable.	
<input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes <input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No DBE Participation <input type="checkbox"/> No MBE Participation <input type="checkbox"/> No WBE Participation <input type="checkbox"/> No SBE Participation
Maximum Amount Payable: ⁰	

Index of Exhibits

- Exhibit A Scope of Work
- Exhibit B DBE Participation
- Exhibit C Preparation and Delivery of Electronic Engineering and Other Data
- Exhibit D Prime Consultant Cost Computations
- Exhibit E Sub-consultant Cost Computations
- Exhibit F Title VI Assurances
- Exhibit G Certification Documents
- Exhibit H Liability Insurance Increase
- Exhibit I Alleged Consultant Design Error Procedures
- Exhibit J Consultant Claim Procedures

THIS AGREEMENT, made and entered into as shown in the “Execution Date” box on page one (1) of this AGREEMENT, between the City of Tumwater, hereinafter called the “AGENCY,” and the “Firm / Organization Name” referenced on page one (1) of this AGREEMENT, hereinafter called the “CONSULTANT.”

WHEREAS, the AGENCY desires to accomplish the work referenced in “Description of Work” on page one (1) of this AGREEMENT and hereafter called the “SERVICES;” and does not have sufficient staff to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary SERVICES; and

WHEREAS, the CONSULTANT represents that they comply with the Washington State Statutes relating to professional registration, if applicable, and has signified a willingness to furnish consulting services to the AGENCY.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

I. General Description of Work

The work under this AGREEMENT shall consist of the above-described SERVICES as herein defined, and necessary to accomplish the completed work for this project. The CONSULTANT shall furnish all services, labor, and related equipment and, if applicable, sub-consultants and subcontractors necessary to conduct and complete the SERVICES as designated elsewhere in this AGREEMENT.

II. General Scope of Work

The Scope of Work and projected level of effort required for these SERVICES is described in Exhibit “A” attached hereto and by this reference made a part of this AGREEMENT. The General Scope of Work was developed utilizing performance based contracting methodologies.

III. General Requirements

All aspects of coordination of the work of this AGREEMENT with outside agencies, groups, or individuals shall receive advance approval by the AGENCY. Necessary contacts and meetings with agencies, groups, and/or individuals shall be coordinated through the AGENCY. The CONSULTANT shall attend coordination, progress, and presentation meetings with the AGENCY and/or such State, Federal, Community, City, or County officials, groups or individuals as may be requested by the AGENCY. The AGENCY will provide the CONSULTANT sufficient notice prior to meetings requiring CONSULTANT participation. The minimum required hours or days’ notice shall be agreed to between the AGENCY and the CONSULTANT and shown in Exhibit “A.”

The CONSULTANT shall prepare a monthly progress report, in a form approved by the AGENCY, which will outline in written and graphical form the various phases and the order of performance of the SERVICES in sufficient detail so that the progress of the SERVICES can easily be evaluated.

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations, and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

Participation for Disadvantaged Business Enterprises (DBE) or Small Business Enterprises (SBE), if required, per 49 CFR Part 26, shall be shown on the heading of this AGREEMENT. If DBE firms are utilized at the commencement of this AGREEMENT, the amounts authorized to each firm and their certification number will be shown on Exhibit "B" attached hereto and by this reference made part of this AGREEMENT. If the Prime CONSULTANT is, a DBE certified firm they must comply with the Commercial Useful Function (CUF) regulation outlined in the AGENCY's "DBE Program Participation Plan" and perform a minimum of 30% of the total amount of this AGREEMENT. It is recommended, but not required, that non-DBE Prime CONSULTANTS perform a minimum of 30% of the total amount of this AGREEMENT.

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

The CONSULTANT, on a monthly basis, shall enter the amounts paid to all firms (including Prime) involved with this AGREEMENT into the wsdot.diversitycompliance.com program. Payment information shall identify any DBE Participation.

All Reports, PS&E materials, and other data furnished to the CONSULTANT by the AGENCY shall be returned. All electronic files, prepared by the CONSULTANT, must meet the requirements as outlined in Exhibit "C – Preparation and Delivery of Electronic Engineering and other Data."

All designs, drawings, specifications, documents, and other work products, including all electronic files, prepared by the CONSULTANT prior to completion or termination of this AGREEMENT are instruments of service for these SERVICES, and are the property of the AGENCY. Reuse by the AGENCY or by others, acting through or on behalf of the AGENCY of any such instruments of service, not occurring, as a part of this SERVICE, shall be without liability or legal exposure to the CONSULTANT.

Any and all notices or requests required under this AGREEMENT shall be made in writing and sent to the other party by (i) certified mail, return receipt requested, or (ii) by email or facsimile, to the address set forth below:

If to AGENCY:

Name: Brandon Hicks, Director
Agency: City of Tumwater
Address: 555 Israel Rd SW
City: Tumwater State: WA Zip: 98501
Email: bhicks@ci.tumwater.wa.us
Phone: 360-754-4140
Facsimile:

If to CONSULTANT:

Name: Ryan Shea
Agency: Shea Carr & Jewell, Inc.
Address: 8730 Tallon Lane NE, Suite 200
City: Lacey State: WA Zip: 98516
Email: ryan.shea@scjalliance.com
Phone: 360-352-1465
Facsimile: 360-352-1509

IV. Time for Beginning and Completion

The CONSULTANT shall not begin any work under the terms of this AGREEMENT until authorized in writing by the AGENCY. All work under this AGREEMENT shall conform to the criteria agreed upon detailed in the AGREEMENT documents. These SERVICES must be completed by the date shown in the heading of this AGREEMENT titled "Completion Date."

The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the AGENCY in the event of a delay attributable to the AGENCY, or because of unavoidable delays caused by an act of GOD, governmental actions, or other conditions beyond the control of the CONSULTANT. A prior supplemental AGREEMENT issued by the AGENCY is required to extend the established completion time.

V. Payment Provisions

The CONSULTANT shall be paid by the AGENCY for completed SERVICES rendered under this AGREEMENT as provided hereinafter. Such payment shall be full compensation for SERVICES performed or SERVICES rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete SERVICES. The CONSULTANT shall conform to all applicable portions of 48 CFR Part 31 (www.ecfr.gov).

- A. Hourly Rates: Hourly rates are comprised of the following elements - Direct (Raw) Labor, Indirect Cost Rate, and Fee (Profit). The CONSULTANT shall be paid by the AGENCY for work done, based upon the negotiated hourly rates shown in Exhibits “D” and “E” attached hereto and by reference made part of this AGREEMENT. These negotiated hourly rates will be accepted based on a review of the CONSULTANT’s direct labor rates and indirect cost rate computations and agreed upon fee. The accepted negotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. The initially accepted negotiated rates shall be applicable from the approval date, as memorialized in a final written acknowledgment, to 180 days following the CONSULTANT’s fiscal year end (FYE) date.

The direct (raw) labor rates and classifications, as shown on Exhibits “D” and “E” shall be subject to renegotiations for each subsequent twelve (12) month period (180 days following FYE date to 180 days following FYE date) upon written request of the CONSULTANT or the AGENCY. The written request must be made to the other party within ninety (90) days following the CONSULTANT’s FYE date. If no such written request is made, the current direct (raw) labor rates and classifications as shown on Exhibits “D” and “E” will remain in effect for the twelve (12) month period.

Conversely, if a timely request is made in the manner set forth above, the parties will commence negotiations to determine the new direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period. Any agreed to renegotiated rates shall be memorialized in a final written acknowledgment between the parties. Such final written acknowledgment shall be incorporated into, and become a part of, this AGREEMENT. If requested, the CONSULTANT shall provide current payroll register and classifications to aid in negotiations. If the parties cannot reach an agreement on the direct (raw) labor rates and classifications, the AGENCY shall perform an audit of the CONSULTANT’s books and records to determine the CONSULTANT’s actual costs. The audit findings will establish the direct (raw) labor rates and classifications that will be applicable for the twelve (12) month period.

The fee as identified in Exhibits “D” and “E” shall represent a value to be applied throughout the life of the AGREEMENT.

The CONSULTANT shall submit annually to the AGENCY an updated indirect cost rate within 180 days of the close of its fiscal year. An approved updated indirect cost rate shall be included in the current fiscal year rate under this AGREEMENT, even if/when other components of the hourly rate are not renegotiated. These rates will be applicable for the twelve (12) month period. At the AGENCY’s option, a provisional and/or conditional indirect cost rate may be negotiated. This provisional or conditional indirect rate shall remain in effect until the updated indirect cost rate is completed and approved. Indirect cost rate costs incurred during the provisional or conditional period will not be adjusted. The CONSULTANT may request an extension of the last approved indirect cost rate for the twelve (12) month period. These requests for provisional indirect cost rate and/or extension will be considered on a case-by-case basis, and if granted, will be memorialized in a final written acknowledgment.

The CONSULTANT shall maintain and have accessible support data for verification of the components of the hourly rates, i.e., direct (raw) labor, indirect cost rate, and fee (profit) percentage. The CONSULTANT shall bill each employee’s actual classification, and actual salary plus indirect cost rate plus fee.

- A. **Direct Non-Salary Costs:** Direct Non-Salary Costs will be reimbursed at the actual cost to the CONSULTANT. These charges may include, but are not limited to, the following items: travel, printing, long distance telephone, supplies, computer charges, and fees of sub-consultants. Air or train travel will be reimbursed only to lowest price available, unless otherwise approved by the AGENCY. The CONSULTANT shall comply with the rules and regulations regarding travel costs (excluding air, train, and rental car costs) in accordance with the WSDOT's Accounting Manual M 13-82, Chapter 10 – Travel Rules and Procedures, and all revisions thereto. Air, train, and rental car costs shall be reimbursed in accordance with 48 Code of Federal Regulations (CFR) Part 31.205-46 "Travel Costs." The billing for Direct Non-salary Costs shall include an itemized listing of the charges directly identifiable with these SERVICES. The CONSULTANT shall maintain the original supporting documents in their office. Copies of the original supporting documents shall be supplied to the STATE upon request. All above charges must be necessary for the SERVICES provided under this AGREEMENT.
- B. **Maximum Amount Payable:** The Maximum Amount Payable by the AGENCY to the CONSULTANT under this AGREEMENT shall not exceed the amount shown in the heading of this AGREEMENT on page one (1.) The Maximum Amount Payable does not include payment for extra work as stipulated in section XIII, "Extra Work." No minimum amount payable is guaranteed under this AGREEMENT.
- C. **Monthly Progress Payments:** Progress payments may be claimed on a monthly basis for all costs authorized in A and B above. Detailed statements shall support the monthly billings for hours expended at the rates established in Exhibit "D," including names and classifications of all employees, and billings for all direct non-salary expenses. To provide a means of verifying the billed salary costs for the CONSULTANT's employees, the AGENCY may conduct employee interviews. These interviews may consist of recording the names, titles, salary rates, and present duties of those employees performing work on the SERVICES at the time of the interview.
- D. **Final Payment:** Final Payment of any balance due the CONSULTANT of the gross amount earned will be made promptly upon its verification by the AGENCY after the completion of the SERVICES under this AGREEMENT, contingent upon receipt of all PS&E, plans, maps, notes, reports, electronic data, and other related documents, which are required to be furnished under this AGREEMENT. Acceptance of such Final Payment by the CONSULTANT shall constitute a release of all claims for payment, which the CONSULTANT may have against the AGENCY unless such claims are specifically reserved in writing and transmitted to the AGENCY by the CONSULTANT prior to its acceptance. Said Final Payment shall not, however, be a bar to any claims that the AGENCY may have against the CONSULTANT or to any remedies the AGENCY may pursue with respect to such claims.

The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit all required adjustments will be made and reflected in a final payment. In the event that such final audit reveals an overpayment to the CONSULTANT, the CONSULTANT will refund such overpayment to the AGENCY within thirty (30) calendar days of notice of the overpayment. Such refund shall not constitute a waiver by the CONSULTANT for any claims relating to the validity of a finding by the AGENCY of overpayment. Per WSDOT's "Audit Guide for Consultants," Chapter 23 "Resolution Procedures," the CONSULTANT has twenty (20) working days after receipt of the final Post Audit to begin the appeal process to the AGENCY for audit findings

E. **Inspection of Cost Records:** The CONSULTANT and their sub-consultants shall keep available for inspection by representatives of the AGENCY and the United States, for a period of six (6) years after receipt of final payment, the cost records and accounts pertaining to this AGREEMENT and all items related to or bearing upon these records with the following exception: if any litigation, claim or audit arising out of, in connection with, or related to this AGREEMENT is initiated before the expiration of the six (6) year period, the cost records and accounts shall be retained until such litigation, claim, or audit involving the records is completed. An interim or post audit may be performed on this AGREEMENT. The audit, if any, will be performed by the State Auditor, WSDOT's Internal Audit Office and /or at the request of the AGENCY's Project Manager.

VI. Sub-Contracting

The AGENCY permits subcontracts for those items of SERVICES as shown in Exhibit "A" attached hereto and by this reference made part of this AGREEMENT.

The CONSULTANT shall not subcontract for the performance of any SERVICE under this AGREEMENT without prior written permission of the AGENCY. No permission for subcontracting shall create, between the AGENCY and sub-consultant, any contract or any other relationship.

Compensation for this sub-consultant SERVICES shall be based on the cost factors shown on Exhibit "E" attached hereto and by this reference made part of this AGREEMENT.

The SERVICES of the sub-consultant shall not exceed its maximum amount payable identified in each sub consultant cost estimate unless a prior written approval has been issued by the AGENCY.

All reimbursable direct labor, indirect cost rate, direct non-salary costs and fee costs for the sub-consultant shall be negotiated and substantiated in accordance with section V "Payment Provisions" herein and shall be memorialized in a final written acknowledgment between the parties

All subcontracts shall contain all applicable provisions of this AGREEMENT, and the CONSULTANT shall require each sub-consultant or subcontractor, of any tier, to abide by the terms and conditions of this AGREEMENT. With respect to sub-consultant payment, the CONSULTANT shall comply with all applicable sections of the STATE's Prompt Payment laws as set forth in RCW 39.04.250 and RCW 39.76.011.

The CONSULTANT, sub-recipient, or sub-consultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the recipient deems appropriate.

VII. Employment and Organizational Conflict of Interest

The CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this agreement. For breach or violation of this warrant, the AGENCY shall have the right to annul this AGREEMENT without liability or, in its discretion, to deduct from this AGREEMENT price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

Any and all employees of the CONSULTANT or other persons while engaged in the performance of any work or services required of the CONSULTANT under this AGREEMENT, shall be considered employees of the CONSULTANT only and not of the AGENCY, and any and all claims that may arise under any Workmen's Compensation Act on behalf of said employees or other persons while so engaged, and any and all claims made by a third party as a consequence of any act or omission on the part of the CONSULTANT's employees or other persons while so engaged on any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the CONSULTANT.

The CONSULTANT shall not engage, on a full- or part-time basis, or other basis, during the period of this AGREEMENT, any professional or technical personnel who are, or have been, at any time during the period of this AGREEMENT, in the employ of the United States Department of Transportation or the AGENCY, except regularly retired employees, without written consent of the public employer of such person if he/she will be working on this AGREEMENT for the CONSULTANT.

Agreement Number:

LA-10735

Agreement Number

Page 6 of 14

VIII. Nondiscrimination

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees, sub-consultants, subcontractors and successors in interest, agrees to comply with the following laws and regulations:

- Title VI of the Civil Rights Act of 1964
(42 U.S.C. Chapter 21 Subchapter V § 2000d through 2000d-4a)
- Federal-aid Highway Act of 1973 (23 U.S.C. Chapter 3 § 324)
- Rehabilitation Act of 1973
(29 U.S.C. Chapter 16 Subchapter V § 794)
- Age Discrimination Act of 1975 (42 U.S.C. Chapter 76 § 6101 *et. seq.*)
- Civil Rights Restoration Act of 1987 (Public Law 100-259)
- American with Disabilities Act of 1990 (42 U.S.C. Chapter 126 § 12101 *et. seq.*)
- 23 CFR Part 200
- 49 CFR Part 21
- 49 CFR Part 26
- RCW 49.60.180

In relation to Title VI of the Civil Rights Act of 1964, the CONSULTANT is bound by the provisions of Exhibit “F” attached hereto and by this reference made part of this AGREEMENT, and shall include the attached Exhibit “F” in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto.

IX. Termination of Agreement

The right is reserved by the AGENCY to terminate this AGREEMENT at any time with or without cause upon ten (10) days written notice to the CONSULTANT.

In the event this AGREEMENT is terminated by the AGENCY, other than for default on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for actual hours charged at the time of termination of this AGREEMENT, plus any direct non-salary costs incurred up to the time of termination of this AGREEMENT.

No payment shall be made for any SERVICES completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. If the accumulated payment made to the CONSULTANT prior to Notice of Termination exceeds the total amount that would be due when computed as set forth in paragraph two (2) of this section, then no final payment shall be due and the CONSULTANT shall immediately reimburse the AGENCY for any excess paid.

If the services of the CONSULTANT are terminated by the AGENCY for default on the part of the CONSULTANT, the above formula for payment shall not apply.

In the event of a termination for default, the amount to be paid to the CONSULTANT shall be determined by the AGENCY with consideration given to the actual costs incurred by the CONSULTANT in performing SERVICES to the date of termination, the amount of SERVICES originally required which was satisfactorily completed to date of termination, whether that SERVICE is in a form or a type which is usable to the AGENCY at the time of termination, the cost to the AGENCY of employing another firm to complete the SERVICES required and the time which may be required to do so, and other factors which affect the value to the AGENCY of the SERVICES performed at the time of termination. Under no circumstances shall payment made under this subsection exceed the amount, which would have been made using the formula set forth in paragraph two (2) of this section.

If it is determined for any reason, that the CONSULTANT was not in default or that the CONSULTANT’s failure to perform is without the CONSULTANT’s or its employee’s fault or negligence, the termination shall be deemed to be a termination for the convenience of the AGENCY. In such an event, the CONSULTANT would be reimbursed for actual costs in accordance with the termination for other than default clauses listed previously.

The CONSULTANT shall, within 15 days, notify the AGENCY in writing, in the event of the death of any member, partner, or officer of the CONSULTANT or the death or change of any of the CONSULTANT's supervisory and/or other key personnel assigned to the project or disaffiliation of any principally involved CONSULTANT employee.

The CONSULTANT shall also notify the AGENCY, in writing, in the event of the sale or transfer of 50% or more of the beneficial ownership of the CONSULTANT within 15 days of such sale or transfer occurring. The CONSULTANT shall continue to be obligated to complete the SERVICES under the terms of this AGREEMENT unless the AGENCY chooses to terminate this AGREEMENT for convenience or chooses to renegotiate any term(s) of this AGREEMENT. If termination for convenience occurs, final payment will be made to the CONSULTANT as set forth in the second and third paragraphs of this section.

Payment for any part of the SERVICES by the AGENCY shall not constitute a waiver by the AGENCY of any remedies of any type it may have against the CONSULTANT for any breach of this AGREEMENT by the CONSULTANT, or for failure of the CONSULTANT to perform SERVICES required of it by the AGENCY.

Forbearance of any rights under the AGREEMENT will not constitute waiver of entitlement to exercise those rights with respect to any future act or omission by the CONSULTANT.

X. Changes of Work

The CONSULTANT shall make such changes and revisions in the completed work of this AGREEMENT as necessary to correct errors appearing therein, without additional compensation thereof. Should the AGENCY find it desirable for its own purposes to have previously satisfactorily completed SERVICES or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the AGENCY. This work shall be considered as Extra Work and will be paid for as herein provided under section XIII "Extra Work."

XI. Disputes

Any disputed issue not resolved pursuant to the terms of this AGREEMENT shall be submitted in writing within 10 days to the Director of Public Works or AGENCY Engineer, whose decision in the matter shall be final and binding on the parties of this AGREEMENT; provided however, that if an action is brought challenging the Director of Public Works or AGENCY Engineer's decision, that decision shall be subject to judicial review. If the parties to this AGREEMENT mutually agree, disputes concerning alleged design errors will be conducted under the procedures found in Exhibit "J". In the event that either party deem it necessary to institute legal action or proceeding to enforce any right or obligation under this AGREEMENT, this action shall be initiated in the Superior Court of the State of Washington, situated in the county in which the AGENCY is located. The parties hereto agree that all questions shall be resolved by application of Washington law and that the parties have the right of appeal from such decisions of the Superior Court in accordance with the laws of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, situated in the county in which the AGENCY is located.

XII. Legal Relations

The CONSULTANT, any sub-consultants, and the AGENCY shall comply with all Federal, State, and local laws, rules, codes, regulations and all AGENCY policies and directives, applicable to the work to be performed under this AGREEMENT. This AGREEMENT shall be interpreted and construed in accordance with the laws of the State of Washington.

The CONSULTANT shall defend, indemnify, and hold the State of Washington (STATE) and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the negligence of, or the breach of any obligation under this AGREEMENT by, the CONSULTANT or the CONSULTANT's agents, employees, sub consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable; provided that nothing herein shall require a CONSULTANT

to defend or indemnify the STATE and the AGENCY and their officers and employees against and hold harmless the STATE and the AGENCY and their officers and employees from claims, demands or suits based solely upon the negligence of, or breach of any obligation under this AGREEMENT by the STATE and the AGENCY, their agents, officers, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the STATE and /or the AGENCY may be legally liable; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT is legally liable, and (b) the STATE and/or AGENCY, their agents, officers, employees, sub-consultants, subcontractors and or vendors, of any tier, or any other persons for whom the STATE and/or AGENCY may be legally liable, the defense and indemnity obligation shall be valid and enforceable only to the extent of the CONSULTANT's negligence or the negligence of the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable. This provision shall be included in any AGREEMENT between CONSULTANT and any sub-consultant, subcontractor and vendor, of any tier.

The CONSULTANT shall also defend, indemnify, and hold the STATE and the AGENCY and their officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions by the CONSULTANT or the CONSULTANT's agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable, in performance of the Work under this AGREEMENT or arising out of any use in connection with the AGREEMENT of methods, processes, designs, information or other items furnished or communicated to STATE and/or the AGENCY, their agents, officers and employees pursuant to the AGREEMENT; provided that this indemnity shall not apply to any alleged patent or copyright infringement or other allegedly improper appropriation or use of trade secrets, patents, proprietary information, know-how, copyright rights or inventions resulting from STATE and/or AGENCY's, their agents', officers and employees' failure to comply with specific written instructions regarding use provided to STATE and/or AGENCY, their agents, officers and employees by the CONSULTANT, its agents, employees, sub-consultants, subcontractors or vendors, of any tier, or any other persons for whom the CONSULTANT may be legally liable.

The CONSULTANT's relation to the AGENCY shall be at all times as an independent contractor.

Notwithstanding any determination by the Executive Ethics Board or other tribunal, the AGENCY may, in its sole discretion, by written notice to the CONSULTANT terminate this AGREEMENT if it is found after due notice and examination by the AGENCY that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the CONSULTANT in the procurement of, or performance under, this AGREEMENT.

The CONSULTANT specifically assumes potential liability for actions brought by the CONSULTANT's own employees or its agents against the STATE and/or the AGENCY and, solely for the purpose of this indemnification and defense, the CONSULTANT specifically waives any immunity under the state industrial insurance law, Title 51 RCW. The Parties have mutually negotiated this waiver.

Unless otherwise specified in this AGREEMENT, the AGENCY shall be responsible for administration of construction contracts, if any, on the project. Subject to the processing of a new sole source, or an acceptable supplemental AGREEMENT, the CONSULTANT shall provide On-Call assistance to the AGENCY during contract administration. By providing such assistance, the CONSULTANT shall assume no responsibility for proper construction techniques, job site safety, or any construction contractor's failure to perform its work in accordance with the contract documents.

The CONSULTANT shall obtain and keep in force during the terms of this AGREEMENT, or as otherwise required, the following insurance with companies or through sources approved by the State Insurance Commissioner pursuant to Title 48 RCW.

Insurance Coverage

- A. Worker's compensation and employer's liability insurance as required by the STATE.
- B. Commercial general liability insurance written under ISO Form CG 00 01 12 04 or its equivalent with minimum limits of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate for each policy period.
- C. Business auto liability insurance written under ISO Form CG 00 01 10 01 or equivalent providing coverage for any "Auto" (Symbol 1) used in an amount not less than a one million dollar (\$1,000,000.00) combined single limit for each occurrence.

Excepting the Worker's Compensation Insurance and any Professional Liability Insurance, the STATE and AGENCY, their officers, employees, and agents will be named on all policies of CONSULTANT and any sub-consultant and/or subcontractor as an additional insured (the "AIs"), with no restrictions or limitations concerning products and completed operations coverage. This coverage shall be primary coverage and non-contributory and any coverage maintained by the AIs shall be excess over, and shall not contribute with, the additional insured coverage required hereunder. The CONSULTANT's and the sub-consultant's and/or subcontractor's insurer shall waive any and all rights of subrogation against the AIs. The CONSULTANT shall furnish the AGENCY with verification of insurance and endorsements required by this AGREEMENT. The AGENCY reserves the right to require complete, certified copies of all required insurance policies at any time.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. The CONSULTANT shall submit a verification of insurance as outlined above within fourteen (14) days of the execution of this AGREEMENT to:

Name: Kelly Quiroz
 Agency: City of Tumwater
 Address: 555 Israel Road SW
 City: Tumwater State: WA Zip: 98501
 Email: KQuiroz@ci.tumwater.wa.us
 Phone: 360-754-4140
 Facsimile:

No cancellation of the foregoing policies shall be effective without thirty (30) days prior notice to the AGENCY.

The CONSULTANT's professional liability to the AGENCY, including that which may arise in reference to section IX "Termination of Agreement" of this AGREEMENT, shall be limited to the accumulative amount of the authorized AGREEMENT or one million dollars (\$1,000,000.00), whichever is greater, unless the limit of liability is increased by the AGENCY pursuant to Exhibit H. In no case shall the CONSULTANT's professional liability to third parties be limited in any way.

The parties enter into this AGREEMENT for the sole benefit of the parties, and to the exclusion of any third party, and no third party beneficiary is intended or created by the execution of this AGREEMENT.

The AGENCY will pay no progress payments under section V "Payment Provisions" until the CONSULTANT has fully complied with this section. This remedy is not exclusive; and the AGENCY may take such other action as is available to it under other provisions of this AGREEMENT, or otherwise in law.

XIII. Extra Work

- A. The AGENCY may at any time, by written order, make changes within the general scope of this AGREEMENT in the SERVICES to be performed.
- B. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the SERVICES under this AGREEMENT, whether or not changed by the order, or otherwise affects any other terms and conditions of this AGREEMENT, the AGENCY shall make an equitable adjustment in the: (1) maximum amount payable; (2) delivery or completion schedule, or both; and (3) other affected terms and shall modify this AGREEMENT accordingly.
- C. The CONSULTANT must submit any “request for equitable adjustment,” hereafter referred to as “CLAIM,” under this clause within thirty (30) days from the date of receipt of the written order. However, if the AGENCY decides that the facts justify it, the AGENCY may receive and act upon a CLAIM submitted before final payment of this AGREEMENT.
- D. Failure to agree to any adjustment shall be a dispute under the section XI “Disputes” clause. However, nothing in this clause shall excuse the CONSULTANT from proceeding with the AGREEMENT as changed.
- E. Notwithstanding the terms and conditions of paragraphs (A.) and (B.) above, the maximum amount payable for this AGREEMENT, shall not be increased or considered to be increased except by specific written supplement to this AGREEMENT.

XIV. Endorsement of Plans

If applicable, the CONSULTANT shall place their endorsement on all plans, estimates, or any other engineering data furnished by them.

XV. Federal Review

The Federal Highway Administration shall have the right to participate in the review or examination of the SERVICES in progress.

XVI. Certification of the Consultant and the Agency

Attached hereto as Exhibit “G-1(a and b)” are the Certifications of the CONSULTANT and the AGENCY, Exhibit “G-2” Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions, Exhibit “G-3” Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying and Exhibit “G-4” Certificate of Current Cost or Pricing Data. Exhibit “G-3” is required only in AGREEMENTS over one hundred thousand dollars (\$100,000.00) and Exhibit “G-4” is required only in AGREEMENTS over five hundred thousand dollars (\$500,000.00.) These Exhibits must be executed by the CONSULTANT, and submitted with the master AGREEMENT, and returned to the AGENCY at the address listed in section III “General Requirements” prior to its performance of any SERVICES under this AGREEMENT.

XVII. Complete Agreement

This document and referenced attachments contain all covenants, stipulations, and provisions agreed upon by the parties. No agent, or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein. No changes, amendments, or modifications of the terms hereof shall be valid unless reduced to writing and signed by the parties as a supplement to this AGREEMENT.

XVIII. Execution and Acceptance

This AGREEMENT may be simultaneously executed in several counterparts, each of which shall be deemed to be an original having identical legal effect. The CONSULTANT does hereby ratify and adopt all statements, representations, warranties, covenants, and AGREEMENT’s contained in the proposal, and the supporting material submitted by the CONSULTANT, and does hereby accept this AGREEMENT and agrees to all of the terms and conditions thereof.

XIX. Protection of Confidential Information

The CONSULTANT acknowledges that some of the material and information that may come into its possession or knowledge in connection with this AGREEMENT or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other local, state, or federal statutes (“State’s Confidential Information”). The “State’s Confidential Information” includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles credit card information, driver’s license numbers, medical data, law enforcement records (or any other information identifiable to an individual), STATE and AGENCY source code or object code, STATE and AGENCY security data, non-public Specifications, STATE and AGENCY non-publicly available data, proprietary software, STATE and AGENCY security data, or information which may jeopardize any part of the project that relates to any of these types of information. The CONSULTANT agrees to hold the State’s Confidential Information in strictest confidence and not to make use of the State’s Confidential Information for any purpose other than the performance of this AGREEMENT, to release it only to authorized employees, sub-consultants or subcontractors requiring such information for the purposes of carrying out this AGREEMENT, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make it known to any other party without the AGENCY’s express written consent or as provided by law. The CONSULTANT agrees to release such information or material only to employees, sub-consultants or subcontractors who have signed a nondisclosure AGREEMENT, the terms of which have been previously approved by the AGENCY. The CONSULTANT agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to the State’s Confidential Information.

Immediately upon expiration or termination of this AGREEMENT, the CONSULTANT shall, at the AGENCY’s option: (i) certify to the AGENCY that the CONSULTANT has destroyed all of the State’s Confidential Information; or (ii) returned all of the State’s Confidential Information to the AGENCY; or (iii) take whatever other steps the AGENCY requires of the CONSULTANT to protect the State’s Confidential Information.

As required under Executive Order 00-03, the CONSULTANT shall maintain a log documenting the following: the State’s Confidential Information received in the performance of this AGREEMENT; the purpose(s) for which the State’s Confidential Information was received; who received, maintained, and used the State’s Confidential Information; and the final disposition of the State’s Confidential Information. The CONSULTANT’s records shall be subject to inspection, review, or audit upon reasonable notice from the AGENCY.

The AGENCY reserves the right to monitor, audit, or investigate the use of the State’s Confidential Information collected, used, or acquired by the CONSULTANT through this AGREEMENT. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by the CONSULTANT or its sub-consultants or subcontractors may result in termination of this AGREEMENT and demand for return of all State’s Confidential Information, monetary damages, or penalties

It is understood and acknowledged that the CONSULTANT may provide the AGENCY with information, which is proprietary and/or confidential during the term of this AGREEMENT. The parties agree to maintain the confidentiality of such information during the term of this AGREEMENT and afterwards. All materials containing such proprietary and/or confidential information shall be clearly identified and marked as “Confidential” and shall be returned to the disclosing party at the conclusion of the SERVICES under this AGREEMENT.

The CONSULTANT shall provide the AGENCY with a list of all information and materials it considers confidential and/or proprietary in nature: (a) at the commencement of the term of this AGREEMENT, or (b) as soon as such confidential or proprietary material is developed. "Proprietary and/or confidential information" is not meant to include any information which, at the time of its disclosure: (i) is already known to the other party; (ii) is rightfully disclosed to one of the parties by a third party that is not acting as an agent or representative for the other party; (iii) is independently developed by or for the other party; (iv) is publicly known; or (v) is generally utilized by unaffiliated third parties engaged in the same business or businesses as the CONSULTANT.

The parties also acknowledge that the AGENCY is subject to Washington State and federal public disclosure laws. As such, the AGENCY shall maintain the confidentiality of all such information marked proprietary and or confidential or otherwise exempt, unless such disclosure is required under applicable state or federal law. If a public disclosure request is made to view materials identified as "Proprietary and/or confidential information" or otherwise exempt information, the AGENCY will notify the CONSULTANT of the request and of the date that such records will be released to the requester unless the CONSULTANT obtains a court order from a court of competent jurisdiction enjoining that disclosure. If the CONSULTANT fails to obtain the court order enjoining disclosure, the AGENCY will release the requested information on the date specified.

The CONSULTANT agrees to notify the sub-consultant of any AGENCY communication regarding disclosure that may include a sub-consultant's proprietary and/or confidential information. The CONSULTANT notification to the sub-consultant will include the date that such records will be released by the AGENCY to the requester and state that unless the sub-consultant obtains a court order from a court of competent jurisdiction enjoining that disclosure the AGENCY will release the requested information. If the CONSULTANT and/or sub-consultant fail to obtain a court order or other judicial relief enjoining the AGENCY by the release date, the CONSULTANT shall waive and release and shall hold harmless and indemnify the AGENCY from all claims of actual or alleged damages, liabilities, or costs associated with the AGENCY's said disclosure of sub-consultants' information.

XX. Records Maintenance

During the progress of the Work and SERVICES provided hereunder and for a period of not less than six (6) years from the date of final payment to the CONSULTANT, the CONSULTANT shall keep, retain, and maintain all "documents" pertaining to the SERVICES provided pursuant to this AGREEMENT. Copies of all "documents" pertaining to the SERVICES provided hereunder shall be made available for review at the CONSULTANT's place of business during normal working hours. If any litigation, claim, or audit is commenced, the CONSULTANT shall cooperate with AGENCY and assist in the production of all such documents. "Documents" shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim, or audit continues past the six (6) year retention period.

For purposes of this AGREEMENT, "documents" means every writing or record of every type and description, including electronically stored information ("ESI"), that is in the possession, control, or custody of the CONSULTANT, including, without limitation, any and all correspondences, contracts, AGREEMENTS, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbles, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the CONSULTANT, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

For purposes of this AGREEMENT, "ESI" means any and all computer data or electronic recorded media of any kind, including "Native Files", that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. ESI may include information and/or documentation stored in various software programs such as Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the CONSULTANT may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops, or any other electronic device that CONSULTANT uses in the performance of its Work or SERVICES hereunder, including any personal devices used by the CONSULTANT or any sub-consultant at home.

"Native files" are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified

The CONSULTANT shall include this section XX "Records Maintenance" in every subcontract it enters into in relation to this AGREEMENT and bind the sub-consultant to its terms, unless expressly agreed to otherwise in writing by the AGENCY prior to the execution of such subcontract.

In witness whereof, the parties hereto have executed this AGREEMENT as of the day and year shown in the "Execution Date" box on page one (1) of this AGREEMENT.

Signature

Date

Signature

Date

Any modification, change, or reformation of this AGREEMENT shall require approval as to form by the Office of the Attorney General.

Exhibit A Scope of Work

Project No.

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

Scope of Services

The purpose of this work scope is to evaluate the short- and long-term needs of 93rd Avenue in the vicinity of the I-5 interchange, identifying the intersection and corridor improvements necessary to accommodate the anticipated traffic growth and to provide a more complete transportation system that will support all travel modes. This evaluation will also include preliminary environmental analysis and preliminary design concepts to inform cost estimation and potential right-of-way impacts of different alternatives.

Understanding

93rd Avenue is a major east/west corridor serving south Tumwater and rural Thurston County which provides access to I-5. Over the last several years significant growth has occurred in the area, including multiple industrial properties, a second truck stop at the interchange, and continued build-out of The Preserve housing development. This growth has resulted in the construction of traffic signal control at each I-5 ramp terminal, roundabout control at Lathrop Industrial Road, traffic signal control at Kimmie Street, and the associated roadway channelization improvements on 93rd Avenue to accommodate these intersection improvements. With these improvements in place the current traffic levels have largely been accommodated but as of yet there have been no improvements to the 93rd Avenue bridge over I-5, which still provides only two travel lanes and minimal pedestrian facilities. With more growth planned in the area it is expected that additional improvements along this portion of 93rd Avenue will be necessary, and as growth continues to occur on the west side of I-5 the need for safe pedestrian and bicycle facilities across I-5 will increase.

The Scope of Services is organized into eight phases as described below.

Phase 1: Project Administration

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

- Project team meetings. It is assumed that up to four team meetings will be held with City staff.

Deliverables:

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

Phase 2: Public Engagement

- Establish and coordinate meetings with stakeholder group. It is assumed that there will be up to four stakeholder meetings:
 - Kick-off meeting to describe the project goals and solicit immediate concerns and priorities.
 - Meeting to review preliminary operations and safety analysis results and potential alternatives.
 - If needed, meeting to coordinate open house materials and messaging.
 - Meeting to review complete assessment of each alternative, including operations, safety, environmental, stormwater, and preliminary design results and determine preferred alternative.
- Prepare online materials at various project milestones to provide updated information to the public.
- If needed, prepare online survey tool for collecting public feedback on existing concerns, corridor priorities, and improvement alternatives.
- If needed, coordinate with City staff on the scheduling and execution of one or more in-person open houses.

Deliverables:

- Meeting minutes for each stakeholder meeting.
- Online materials for major project milestones.
- If needed, online survey content.
- If needed, in-person open house materials.

Phase 3: Data Collection

Task 3.1 Traffic Data Collection

- Coordinate with City staff on available turning movement volume data and supplement with data collection. Overall, the following locations would be collected during the AM and PM peak periods, pending available data:
 - 93rd Avenue at Lathrop Industrial Road
 - 93rd Avenue at I-5 SB Ramps
 - 93rd Avenue at I-5 NB Ramps
 - 93rd Avenue at Pilot Driveway
 - 93rd Avenue at West Ace Hardway Driveway
 - 93rd Avenue at East Ace Hardway Driveway
 - 93rd Avenue at Kimmie Street
- Collect the most recent five-year crash data. sort and identify key problems with severity and bicycle/pedestrian crashes.
- Collect any approved development traffic studies that would add traffic to the study corridor and coordinate with City staff on any additional development activity that may be in process.

- Coordinate with TRPC to collect:
 - Existing 2018 travel demand model volumes for AM and PM peak hours
 - Future 2045 travel demand model volumes for AM and PM peak hours
 - Land use growth by TAZ for the surrounding area influencing the study corridor
- Collect/verify the specific intersection and corridor channelization, control, and pedestrian facilities.

Task 3.2 Environmental Data Collection

- Collect existing watershed and critical area data.
- Collect information on the existing natural, built, and cultural resources along the study corridor.
- Identify regulatory agencies with jurisdiction in the study corridor and research expected permits to be required.

Task 3.3 Preliminary Design Data Collection

- Download Thurston GIS data for parcels and contours.
- Locate and download aerials for the corridor study area.
- Collect existing survey data for the corridor study area.
- Collect existing As-Builts for the 93rd Avenue bridge and available geotechnical information in the bridge vicinity.
- Create a base map using the GIS data and aerials.

Phase 4: Develop Alternatives

Task 4.1 Existing and Future Baseline Operations and Safety Analysis

- Work with City staff to identify short- and long-term volume horizons. It is assumed that two volume horizons would be evaluated.
- Evaluate short-term volume growth based on approved projects and in-process development efforts.
- Review TRPC land use growth assumptions in the immediate area to determine if they account for the approved developments and include additional long-term growth potential.
- Prepare baseline AM and PM peak hour traffic volume forecasts for the short-term and long-term horizons.
- Work with City staff to identify a sensitivity scenario or scenarios that include additional growth potential on the corridor.
- Perform existing conditions intersection operational analysis for each study location. This analysis will include an evaluation of delay, volume/capacity ratios, and 95th percentile queues. The following intersections will be studied:
 - 93rd Avenue at Lathrop Industrial Road
 - 93rd Avenue at I-5 SB Ramps
 - 93rd Avenue at I-5 NB Ramps
 - 93rd Avenue at Pilot Driveway
 - 93rd Avenue at Kimmie Street
- Evaluate key problems with crash severity, type, and bicycle/pedestrian crashes.
- Evaluate existing sidewalk and bicycle facilities and review peak period pedestrian and bicycle volumes.
- Perform baseline long-term horizon analysis for each study intersection for AM and PM peak hour conditions.

- Prepare Baseline Conditions Memo, describing the existing study corridor, existing and future traffic flows, existing and future roadway operations and safety analysis, and potential traffic operational and safety improvement strategies. Include figures, tables, and other exhibits as necessary to support the analysis and conclusions.

Task 4.2 Existing Environmental Analysis

- Establish baseline conditions for critical areas and existing watershed.
- Prepare summary of natural and built along the study corridor to include in baseline conditions memo.
- Perform a high-level evaluation of potential cultural resource impacts.

Task 4.3 Evaluation of the Existing 93rd Avenue Bridge

- Review existing As-Builts and latest inspection reports of the bridge.
- Coordinate with WSDOT Bridge and Structures Office on status of the existing bridge.
- Evaluate the anticipated service life of the existing bridge.
- Assess the feasibility of bridge widening the existing bridge, and limits to bridge widening if any.
- Prepare summary of existing bridge for baseline conditions memo.

Task 4.4 Identify Initial List of Potential Alternatives

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

Deliverables:

- Draft and Final Baseline Conditions Memo.
- Conceptual graphics of each alternative and/or improvement option.
- Meeting materials to support the identification of potential alternatives.

Phase 5: Conduct Alternatives Evaluation

Task 5.1 Environmental Analysis

- Identify permits and regulatory requirements for each alternative proposal within the comprehensive study area. This evaluation process will look at several factors to clearly identify which permits/approvals/requirements are triggered and what their individual processes would be, including:
 - The physical and design characteristics associated with each alternative.
 - The natural, built, and cultural resources affected by the alternative (both improvements and impacts)

- Each alternative's location in the watershed (both at a reach level and its specific locations relative to critical/sensitive areas and water resources)
- The stakeholders and communities affected by the alternatives
- The regulatory agencies with jurisdiction over the proposed alternatives, including Thurston County, local municipalities, Washington State DFW and Ecology departments, the Army Corps of Engineers, FEMA (flood studies), and affected Tribal governments. Potential permits include but are not limited to:
 - shoreline substantial development permits
 - floodplain development approvals
 - grading and building permits
 - critical area modification approvals
 - Hydraulic Project Approval
 - Section 401 Water Quality Certification
 - Coastal Zone Management Certification
 - Section 404/10 permits
- Application process and an estimate of permit review and issuance durations
- Prepare an Environmental Review Memorandum summarizing the results of this evaluation, including a matrix listing each alternative and its permit and regulatory requirements for an efficient comparison of the options. This information will be used to help identify preferred alternative(s) and will provide the basis for scope, schedule, and sequencing for final design and permits for recommended projects.

Task 5.2 Stormwater Analysis

- Create stormwater basin maps for each alternative.
- Model each scenario in MGS Flood assuming CAVFS for the on and off ramps and a shallow pond for the bridge and roundabout improvements. (Infiltration rates will be assumed using the geotechnical reports done in the surrounding areas).
- Prepare a stormwater alternatives memo documenting all the assumptions and results for each of the alternatives.

Task 5.3 Bridge Analysis

- Coordinate with other disciplines and provide structures input for alternatives development.
- Evaluate the potential for future I-5 widening on the viability of the existing bridge.
- Evaluate soil conditions and the suitability of foundations for widening and new bridge alternatives.
- Evaluate constructability of the various widening/bridge alternatives.
- Coordinate with WSDOT Bridge and Structures Office as necessary to ensure preliminary bridge concepts conform to WSDOT standards.
- Evaluating staging considerations and Maintenance of Traffic on both I-5 and 93rd for the various alternatives.

Task 5.4 Design Analysis and Cost Estimation

- Coordinate with City staff to discuss typical sections and intersection improvements.
- Develop preliminary linework for alternatives design based on meeting with the City.
- Revise preliminary linework based on feedback from the City and/or WSDOT staff.

- Assess impacts to adjacent parcels for each alternative.
- For each alternative, create a planning level estimate using the City's preferred estimate format and standard items.

Task 5.5 Traffic Operations and Safety Analysis

- Conduct and document initial operations for each alternative. Evaluate delay, volume-to-capacity ratio, and 95th percentile queue.
- Evaluate the safety benefits of each alternative using CMF factors and other similar documentation on safety benefits that address the predominate crash types and the safety benefits attributable to each alternative.
- Evaluate pedestrian and bicycle improvements based on desired facilities identified by City staff and an assessment of gaps and connectivity needs.

Task 5.6 Complete Alternatives Evaluation

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

Deliverables:

- Summary tables of preliminary screening results for use in meetings with City staff and Stakeholder team.
- Refined Conceptual graphics of each alternative and/or improvement option.

Phase 6: Prepare Project Report

- Prepare summaries of the information developed in prior phases, including:
 - Environmental analysis
 - Stormwater analysis
 - Preliminary design and cost estimation
 - Traffic operations and safety analysis
- Document the public outreach efforts, including stakeholder team process and any online or in-person outreach events.
- Prepare draft report of the study corridor evaluation process. Include figures, tables, and other exhibits as necessary to support the analysis and conclusions.
- Provide draft report to City staff and potentially the stakeholder team for review.
- Incorporate comments and prepare a final project report.

Deliverables:

- Draft and final project report.

Exhibit B
DBE Participation Plan

In the absence of a mandatory DBE goal, a voluntary SBE goal amount of ten percent of the Consultant Agreement is established. The Consultant shall develop a SBE Participation Plan prior to commencing work. Although the goal is voluntary, the outreach efforts to provide SBE maximum practicable opportunities are not.

This project has a 0% DBE goal. Confluence has been included on the team to lead the environmental work and is a registered SBE firm. They will account for approximately 13% of the overall project scope.

Preparation and Delivery of Electronic Engineering and Other Data

In this Exhibit the agency, as applicable, is to provide a description of the format and standards the consultant is to use in preparing electronic files for transmission to the agency. The format and standards to be provided may include, but are not limited to, the following:

I. Surveying, Roadway Design & Plans Preparation Section

A. Survey Data

N/A

B. Roadway Design Files

N/A

C. Computer Aided Drafting Files

N/A

D. Specify the Agency's Right to Review Product with the Consultant

AGENCY may review CONSULTANT's files at CONSULTANT's office at any time with one week notice.

E. Specify the Electronic Deliverables to Be Provided to the Agency

See Exhibit A - Scope of Work.

F. Specify What Agency Furnished Services and Information Is to Be Provided

See Exhibit A - Scope of Work.

PDF Format as stated in Exhibit A - Scope of Work

II. Any Other Electronic Files to Be Provided

PDF Format as stated in Exhibit A - Scope of Work

III. Methods to Electronically Exchange Data

USB Drive, FTP File Exchange, and/or email as requested by AGENCY.

A. Agency Software Suite

Microsoft Office Suite

B. Electronic Messaging System

Email server via Outlook and Gmail.

C. File Transfers Format

Various - Google Drive, FTP, etc.

Exhibit D
Prime Consultant Cost Computations

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: City of Tumwater

Template Version: 8/26/2024

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

Contract Type: LAG Contract

Job #: 23-000826

File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

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

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: City of Tumwater

Template Version: 8/26/2024

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

Contract Type: LAG Contract

Job #: 23-000826

File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

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

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: **City of Tumwater**

Template Version: **8/26/2024**

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

Contract Type: **LAG Contract**

Job #: **23-000826**

File Name: **2024.0827 93rd Ave Labor Estiamte.xlsm**

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

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: City of Tumwater

Template Version: 8/26/2024

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

Contract Type: LAG Contract

Job #: 23-000826

File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

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

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: City of Tumwater

Template Version: 8/26/2024

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

Contract Type: LAG Contract

Job #: 23-000826

File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

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

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: City of Tumwater

Template Version: 8/26/2024

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

Contract Type: LAG Contract

Job #: 23-000826

File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

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

Subconsultant Labor Hour Estimate



SCJ Alliance

Client: City of Tumwater

Template Version: 8/26/2024

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

Contract Type: LAG Contract

Job #: 23-000826

File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

Phase & Task No.	Phase & Task Title	Ryan Shea	Scott Sawyer	Patrick Holm	Jacki Taylor	Anne Sylvester	Whitney Holm	Dan Phillips	Laura Barker	Sam Rowswell	Traci	Total Direct Labor Hours & Cost	Total Cost
		Senior Planner	Principal	Principal	P4 Planner	Senior Consultant	Principal	E4 Engineer	P3 Planner	E4 Engineer	Project Accountant		
Task 02	Alternatives Analysis												\$ -
1	Coordinate with design team and provide structural input												\$ -
2	Evaluate the potential for future I-5 widening on the viability of the existing bridge												\$ -
3	Evaluate soil conditions and the suitability of foundations for widening and new bridge altern												\$ -
4	Evaluate Constructabiloty of various bridge alternatives												\$ -
5	Evaluate staging considerations and maintence for various alternatives												\$ -
6	Provide input on alternative scoring												\$ -
7	Provide content for project report												\$ -
	Subtotal Hours:												\$ -
	Total Phase Hours:												\$ -
	Total Phase Direct Labor:												\$ -
	Total Hours All Phases	187.0	14.0	82.0	107.0	47.0	56.0	64.0	64.0	222.0	8.0	851.0	851.0
	Total Direct Labor Estimate All Phases	\$10,144.19	\$1,413.71	\$5,929.09	\$4,856.73	\$3,626.05	\$4,127.76	\$3,507.20	\$2,888.96	\$12,022.19	\$302.16	\$48,818.04	\$ 149,290.45
	Indirect Costs												
	Subconsultants:												
		Confluence Parametrix TC2										\$29,950.00	
												\$40,640.75	
												\$2,500.00	
	Subconsultant Subtotal:											\$ 73,090.75	
	Subconsultant Markup:											\$ -	
	Subconsultant Total:											\$ 73,090.75	
	Reimbursable Expenses:												
		Copies, Printing, etc. Mileage										\$ 149.29	
												\$ 67.00	
	Expenses Subtotal:											\$ 216.29	
	Expenses Markup:											\$ -	
	Expenses Total:											\$ 216.29	
	Total Indirect Costs:											\$ 73,307.04	
	Total:											\$ 222,597.49	

Subconsultant Fee Determination Summary - Exhibit E-1



SCJ Alliance

Client: City of Tumwater
 Project: I-5 and SR 121/93rd Avenue Interchange
 Job #: 23-000826
 File Name: 2024.0827 93rd Ave Labor Estiamte.xlsm

Template Version: 8/26/2024
 Contract Type: LAG Contract

Consultant Fee Determination

DIRECT SALARY COST

<u>Classification</u>	<u>Hours</u>	<u>Direct Hourly Rate</u>	<u>Amount</u>
Senior Planner	187.0	\$54.25	\$10,144.19
Principal	14.0	\$100.98	\$1,413.71
Principal	82.0	\$72.31	\$5,929.09
P4 Planner	107.0	\$45.39	\$4,856.73
Senior Consultant	47.0	\$77.15	\$3,626.05
Principal	56.0	\$73.71	\$4,127.76
E4 Engineer	64.0	\$54.80	\$3,507.20
P3 Planner	64.0	\$45.14	\$2,888.96
E4 Engineer	222.0	\$54.15	\$12,022.19
Project Accountant	8.0	\$37.77	\$302.16
Total Direct Salary Cost			\$48,818.04

OVERHEAD

Overhead Rate: 174.81% Direct Salary Cost: **\$48,818.04** Overhead Cost: **\$85,338.81**

FIXED FEE

Fixed Fee Rate: 31.00% Direct Salary Cost: **\$48,818.04** Fixed Fee Cost: **\$15,133.59**

TOTAL SALARY COST

Total Salary Cost \$149,290.45

SUBCONSULTANTS

Confluence	PHASE 07	Environmental Analysis (Confluence)	\$29,950
Parametrix	PHASE 08	Bridge Analysis (Parametrix)	\$40,641
TC2	PHASE 03	Data Collection	\$2,500

Subconsultant Fee Subtotal: \$0 **\$73,090.75**
Subconsultant Markup: 0% **\$0.00**

REIMBURSABLE EXPENSES

Copies, Printing, etc. 0.1% of the Direct Salary Costs \$149.29
 Mileage 100 miles at \$0.670 per mile \$67.00

Expenses Subtotal: **\$216.29**
Expenses Markup: 0% **\$0.00**

SUBTOTAL (SALARY, SUBCONSULTANTS AND EXPENSES)

Subtotal (Salary, Subconsultants and Expenses) **\$222,597.49**

MANAGEMENT RESERVE FUND (MRF)

Management Reserve: \$0 **\$0.00**

Total Estimated Budget: \$222,597.49

Exhibit E
Sub-consultant Cost Computations

If no sub-consultant participation listed at this time. The CONSULTANT shall not sub-contract for the performance of any work under this AGREEMENT without prior written permission of the AGENCY. Refer to section VI “Sub-Contracting” of this AGREEMENT.

Parametrix

	Joe Merth	Nina Cable	Alvin Valencia	Lauren Jones	Jessica Lavaris
	Senior Consultant	Senior Engineer	Senior Designer	Senior Project Coordinator	Project Accountant
Burdened Rate	\$ 307.25	\$ 201.03	\$ 203.05	\$ 128.74	\$ 126.57

Task	Description							
01	Project Management	\$ 4,500.47	24	8			8	8
02	Evaluate Existing Bridge	\$ 10,924.20	48	12	36			
03	Alternative Analysis	\$ 20,670.55	96	12	36	48		
04	Cost Estimation	\$ 4,445.53	20	4	16			

Labor Totals	\$ 40,540.75	188	36	88	48	8	8
Totals	\$ 40,540.75	188	\$11,061.04	\$17,690.90	\$9,746.35	\$1,029.92	\$1,012.54

Other Direct Expenses	\$ 100.00
-----------------------	-----------

Project Total	\$ 40,640.75
----------------------	---------------------

Confluence Environmental Company
SCJ
I-5 and SR 121/93rd Avenue SE

Task	Name	Consulting Staff								Administrative Staff			Labor Total	Direct Expenses	Total Price		
		Senior Principal	Principal	Managing Senior	Senior Scientist	Project Scientist I	Project Scientist II	Project Scientist III	Staff Scientist	Subtotal	Editor	Accounting/Director of Finance				Subtotal	
										\$0			\$0	\$0			
Project Administration				12						\$2,423		6	\$969	\$3,392			
Data Collection				10						\$3,764			\$0	\$3,764			
Alternative Evaluaitons (200)				60						\$19,093	12		\$1,559	\$20,652			
Project Report				9						\$1,817			\$0	\$1,817			
										\$0			\$0	\$0			
Total hours		0	0	91	0	0	60	0	0		12	6					
Billing Rate		\$ 310.31	\$ 216.67	\$ 201.90	\$ 195.24	\$ 131.70	\$ 145.40	\$ 154.13	\$ 96.94		\$ 129.92	\$ 161.47					
Markup on subconsultants	10%													\$ -			
Subtotals		\$ -	\$ -	\$ 18,373	\$ -	\$ -	\$ 8,724	\$ -	\$ -	\$ 27,097	\$ 1,559	\$ 969	\$ 2,528	\$ 29,625			
Direct Expenses																	
		<i>Rate Units</i>															
Submeter GPS System(plus sales tax)		\$225	1.00													\$225	
Mileage		\$0.670	150													\$101	
Reimbursable Direct Expense Subtotal														\$326			
Permit Fees														\$0			
Permit Fees plus markup	10%													\$0			
Direct expense total														\$326			
Total price															\$29,950		

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, (*Federal Highway Administration*), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. *[Include Washington State Department of Transportation specific program requirements.]*
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin. *[Include Washington State Department of Transportation specific program requirements.]*
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the (*Federal Highway Administration*) to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the (*Federal Highway Administration*), as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the (*Federal Highway Administration*) may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the (*Federal Highway Administration*) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit F - Title VI Assurances Appendix A & E

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Exhibit G

Certification Document

- Exhibit G-1(a) Certification of Consultant
- Exhibit G-1(b) Certification of _____
- Exhibit G-2 Certification Regarding Debarment, Suspension and Other Responsibility Matters - Primary Covered Transactions
- Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying
- Exhibit G-4 Certificate of Current Cost or Pricing Data

Exhibit G-1(a) Certification of Consultant

I hereby certify that I am the and duly authorized representative of the firm of

whose address is

and that neither the above firm nor I have

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this AGREEMENT;
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this AGREEMENT; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out this AGREEMENT; except as hereby expressly stated (if any);

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-1(b) Certification of _____

I hereby certify that I am the:

Other

of the _____, and _____

or its representative has not been required, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this AGREEMENT to:

- a) Employ or retain, or agree to employ to retain, any firm or person; o
- b) Pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the _____

and the Federal Highway Administration, U.S. Department of Transportation, in connection with this AGREEMENT involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

Signature

Date

Exhibit G-2 Certification Regarding Debarment Suspension and Other Responsibility Matters - Primary Covered Transactions

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - B. Have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; an
 - D. Have not within a three (3) year period preceding this application / proposal had one or more public transactions (Federal, State and local) terminated for cause or default.
- II. Where the prospective primary participant is unable to certify to any of the statements in this certification such prospective participant shall attach an explanation to this proposal.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-3 Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative AGREEMENT, and the extension, continuation, renewal, amendment, or modification of Federal contract, grant, loan or cooperative AGREEMENT.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative AGREEMENT, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the require certification shall be subject to a civil penalty of not less than \$10,000.00, and not more than \$100,000.00 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier sub-contracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Consultant (Firm Name)

Signature (Authorized Official of Consultant)

Date

Exhibit G-4 Certification of Current Cost or Pricing Data

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance AGREEMENT's and forward pricing rate AGREEMENT's between the offer or and the Government that are part of the proposal.

Firm: _____

Signature

Title

Date of Execution _____***.

*Identify the proposal, quotation, request for pricing adjustment, or other submission involved, giving the appropriate identifying number (e.g. project title.)
**Insert the day, month, and year, when price negotiations were concluded and price AGREEMENT was reached.
***Insert the day, month, and year, of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

Exhibit H

Liability Insurance Increase

To Be Used Only If Insurance Requirements Are Increased

The professional liability limit of the CONSULTANT to the AGENCY identified in Section XII, Legal Relations and Insurance of this Agreement is amended to \$ _____ .

The CONSULTANT shall provide Professional Liability insurance with minimum per occurrence limits in the amount of \$ _____.

Such insurance coverage shall be evidenced by one of the following methods:

- Certificate of Insurance
- Self-insurance through an irrevocable Letter of Credit from a qualified financial institution

Self-insurance through documentation of a separate fund established exclusively for the payment of professional liability claims, including claim amounts already reserved against the fund, safeguards established for payment from the fund, a copy of the latest annual financial statements, and disclosure of the investment portfolio for those funds.

Should the minimum Professional Liability insurance limit required by the AGENCY as specified above exceed \$1 million per occurrence or the value of the contract, whichever is greater, then justification shall be submitted to the Federal Highway Administration (FHWA) for approval to increase the minimum insurance limit.

If FHWA approval is obtained, the AGENCY may, at its own cost, reimburse the CONSULTANT for the additional professional liability insurance required.

Notes: Cost of added insurance requirements: \$ _____.

- Include all costs, fee increase, premiums.
 - This cost shall not be billed against an FHWA funded project.
 - For final contracts, include this exhibit
-

Exhibit I

Alleged Consultant Design Error Procedures

The purpose of this exhibit is to establish a procedure to determine if a consultant has alleged design error is of a nature that exceeds the accepted standard of care. In addition, it will establish a uniform method for the resolution and/or cost recovery procedures in those instances where the agency believes it has suffered some material damage due to the alleged error by the consultant.

Step 1 Potential Consultant Design Error(s) is Identified by Agency's Project Manager

At the first indication of potential consultant design error(s), the first step in the process is for the Agency's project manager to notify the Director of Public Works or Agency Engineer regarding the potential design error(s). For federally funded projects, the Region Local Programs Engineer should be informed and involved in these procedures. (Note: The Director of Public Works or Agency Engineer may appoint an agency staff person other than the project manager, who has not been as directly involved in the project, to be responsible for the remaining steps in these procedures.)

Step 2 Project Manager Documents the Alleged Consultant Design Error(s)

After discussion of the alleged design error(s) and the magnitude of the alleged error(s), and with the Director of Public Works or Agency Engineer's concurrence, the project manager obtains more detailed documentation than is normally required on the project. Examples include all decisions and descriptions of work, photographs, records of labor, materials, and equipment.

Step 3 Contact the Consultant Regarding the Alleged Design Error(s)

If it is determined that there is a need to proceed further, the next step in the process is for the project manager to contact the consultant regarding the alleged design error(s) and the magnitude of the alleged error(s). The project manager and other appropriate agency staff should represent the agency and the consultant should be represented by their project manager and any personnel (including sub-consultants) deemed appropriate for the alleged design error(s) issue.

Step 4 Attempt to Resolve Alleged Design Error with Consultant

After the meeting(s) with the consultant have been completed regarding the consultant's alleged design error(s), there are three possible scenarios:

- It is determined via mutual agreement that there is not a consultant design error(s). If this is the case, then the process will not proceed beyond this point.
- It is determined via mutual agreement that a consultant design error(s) occurred. If this is the case, then the Director of Public Works or Agency Engineer, or their representatives, negotiate a settlement with the consultant. The settlement would be paid to the agency or the amount would be reduced from the consultant's agreement with the agency for the services on the project in which the design error took place. The agency is to provide LP, through the Region Local Programs Engineer, a summary of the settlement for review and to make adjustments, if any, as to how the settlement affects federal reimbursements. No further action is required.
- There is not a mutual agreement regarding the alleged consultant design error(s). The consultant may request that the alleged design error(s) issue be forwarded to the Director of Public Works or Agency Engineer for review. If the Director of Public Works or Agency Engineer, after review with their legal counsel, is not able to reach mutual agreement with the consultant, proceed to Step 5.

Step 5 Forward Documents to Local Programs

For federally funded projects, all available information, including costs, should be forwarded through the Region Local Programs Engineer to LP for their review and consultation with the FHWA. LP will meet with representatives of the agency and the consultant to review the alleged design error(s), and attempt to find a resolution to the issue. If necessary, LP will request assistance from the Attorney General's Office for legal interpretation. LP will also identify how the alleged error(s) affects eligibility of project costs for federal reimbursement.

- If mutual agreement is reached, the agency and consultant adjust the scope of work and costs to reflect the agreed upon resolution. LP, in consultation with FHWA, will identify the amount of federal participation in the agreed upon resolution of the issue.
- If mutual agreement is not reached, the agency and consultant may seek settlement by arbitration or by litigation.

Exhibit J

Consultant Claim Procedures

The purpose of this exhibit is to describe a procedure regarding claim(s) on a consultant agreement. The following procedures should only be utilized on consultant claims greater than \$1,000. If the consultant's claim(s) total a \$1,000 or less, it would not be cost effective to proceed through the outlined steps. It is suggested that the Director of Public Works or Agency Engineer negotiate a fair and reasonable price for the consultant's claim(s) that total \$1,000 or less.

This exhibit will outline the procedures to be followed by the consultant and the agency to consider a potential claim by the consultant.

Step 1 Consultant Files a Claim with the Agency Project Manager

If the consultant determines that they were requested to perform additional services that were outside of the agreement's scope of work, they may be entitled to a claim. The first step that must be completed is the request for consideration of the claim to the Agency's project manager.

The consultant's claim must outline the following:

- Summation of hours by classification for each firm that is included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Timeframe of the additional work that was outside of the project scope;
- Summary of direct labor dollars, overhead costs, profit and reimbursable costs associated with the additional work; and
- Explanation as to why the consultant believes the additional work was outside of the agreement scope of work.

Step 2 Review by Agency Personnel Regarding the Consultant's Claim for Additional Compensation

After the consultant has completed step 1, the next step in the process is to forward the request to the Agency's project manager. The project manager will review the consultant's claim and will meet with the Director of Public Works or Agency Engineer to determine if the Agency agrees with the claim. If the FHWA is participating in the project's funding, forward a copy of the consultant's claim and the Agency's recommendation for federal participation in the claim to the WSDOT Local Programs through the Region Local Programs Engineer. If the claim is not eligible for federal participation, payment will need to be from agency funds.

If the Agency project manager, Director of Public Works or Agency Engineer, WSDOT Local Programs (if applicable), and FHWA (if applicable) agree with the consultant's claim, send a request memo, including backup documentation to the consultant to either supplement the agreement, or create a new agreement for the claim. After the request has been approved, the Agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit. No further action is needed regarding the claim procedures.

If the Agency does not agree with the consultant's claim, proceed to step 3 of the procedures.

Step 3 Preparation of Support Documentation Regarding Consultant's Claim(s)

If the Agency does not agree with the consultant's claim, the project manager shall prepare a summary for the Director of Public Works or Agency Engineer that included the following:

- Copy of information supplied by the consultant regarding the claim;
- Agency's summation of hours by classification for each firm that should be included in the claim
- Any correspondence that directed the consultant to perform the additional work;
- Agency's summary of direct labor dollars, overhead costs, profit and reimbursable costs associate with the additional work;
- Explanation regarding those areas in which the Agency does/does not agree with the consultant's claim(s);
- Explanation to describe what has been instituted to preclude future consultant claim(s); and
- Recommendations to resolve the claim.

Step 4 Director of Public Works or Agency Engineer Reviews Consultant Claim and Agency Documentation

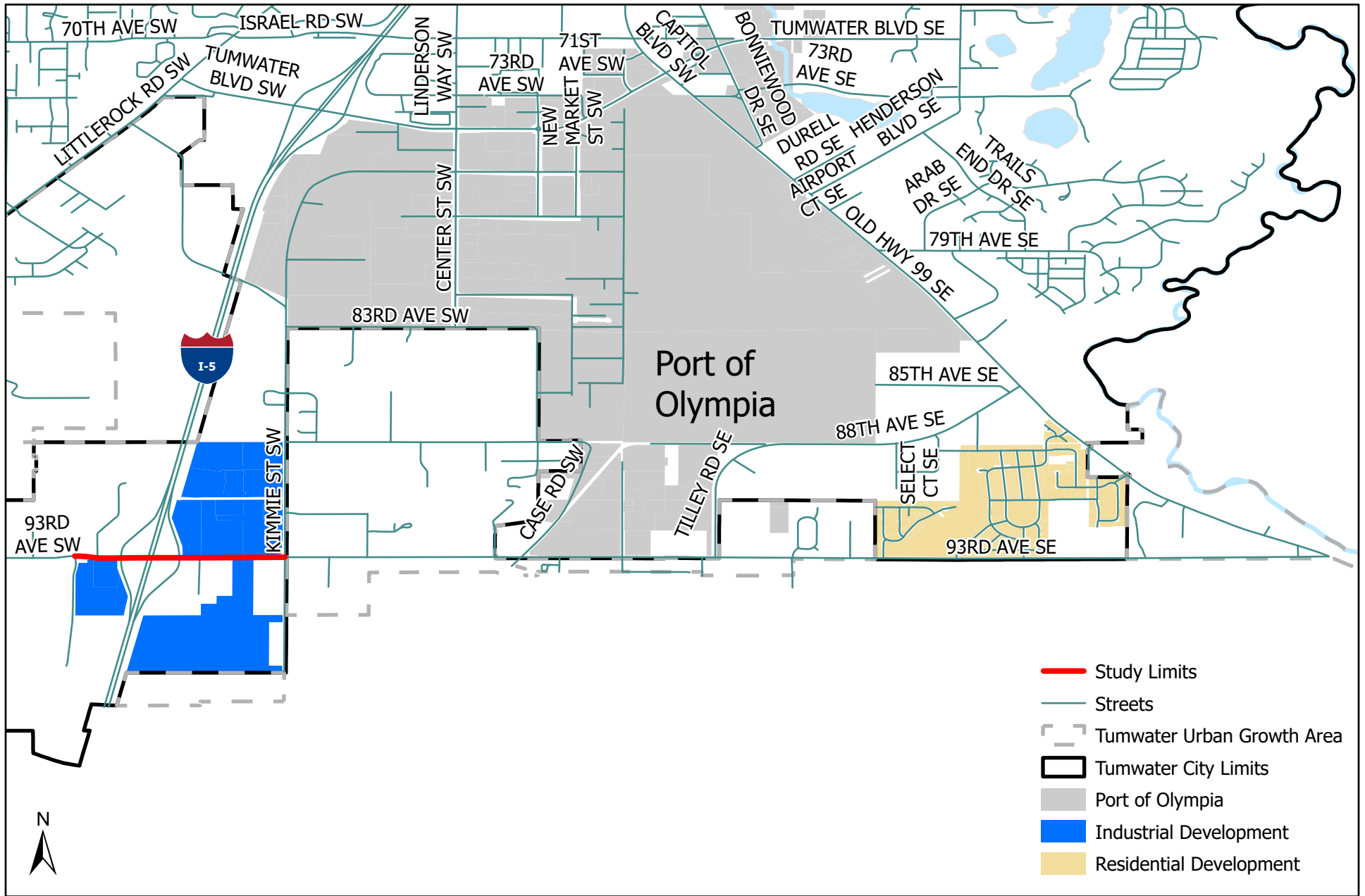
The Director of Public Works or Agency Engineer shall review and administratively approve or disapprove the claim, or portions thereof, which may include getting Agency Council or Commission approval (as appropriate to agency dispute resolution procedures). If the project involves federal participation, obtain concurrence from WSDOT Local Programs and FHWA regarding final settlement of the claim. If the claim is not eligible for federal participation, payment will need to be from agency funds.

Step 5 Informing Consultant of Decision Regarding the Claim

The Director of Public Works or Agency Engineer shall notify (in writing) the consultant of their final decision regarding the consultant's claim(s). Include the final dollar amount of the accepted claim(s) and rationale utilized for the decision.

Step 6 Preparation of Supplement or New Agreement for the Consultant's Claim(s)

The agency shall write the supplement and/or new agreement and pay the consultant the amount of the claim. Inform the consultant that the final payment for the agreement is subject to audit



I-5 and SR 121/93rd Avenue Interchange Improvements Study

TO: City Council
 FROM: Debbie Sullivan, Mayor
 DATE: November 4, 2024
 SUBJECT: Capital Area Regional Public Facilities District Board of Directors Appointment of Troy Kirby (CAR-PFD)

1) Recommended Action:

Approve a motion to appoint Troy Kirby as a regional representative to the Capital Area Regional Public Facilities District (CAR-PFD) Board of Directors to serve a 4-year term.

2) Background:

In 2003, the cities of Tumwater, Lacey, Olympia, and Thurston County formed a Public Facilities District for the purpose of accessing state sales and use tax revenues for Lacey’s Regional Athletic Complex and Olympia’s Hands on Children’s Museum. In accordance with statutory requirements, a seven-member CAR-PFD Board of Directors was appointed by the participating jurisdictions. The intergovernmental Agreement provides that each agency select one board representative with the remaining three regional or “at large” seats to be selected by agreement of the cities and Thurston County. Each participating jurisdiction will need to confirm the appointment of Troy Kirby to the CAR-PFD Board of Directors. Board members serve 4-year staggered terms.

3) Policy Support:

VISION | MISSION | BELIEFS

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

4) Alternatives:

Do not appoint Troy Kirby to the CAR-PFD Board of Directors

5) Fiscal Notes:

The duties of the CAR-PFD Board of Directors are solely fiduciary in that they are responsible to issue an annual report regarding Public Facilities District revenues, distributions, and expenditures.

6) Attachments:

- A. Troy Kirby Application
- B. Capital Area Regional Public Facilities Board of Directors



A

Application for Appointment
Capital Area Regional Facilities District Board of Directors
CAR-PFD

DATE OF APPLICATION:	05/14/24		
APPLICATION FOR:	CAR-PFD		
APPLICANT:	Troy		Kirby
ADDRESS:	██████████	██████████	
EMAIL:	██████████		

Phone Number:	+██████████
----------------------	-------------

Do you have other civic obligations and/or memberships in professional organizations?
City of Lacey Parks Board from 2018 - 2022 Gateway Rotarian 2017 - Present
Briefly explain why you would like to serve on the CAR-PFD Board:
I have dealt with taxes as a small business owner and as an administrator, and I believe that I understand the taxation issues around the PFD.
Briefly describe any special knowledge, skills, or experience that would relate to this appointment:
Having served on the city of lacey parks board for several years, which oversaw the RAC, I believe that I am uniquely qualified to be a part of this taxing district.

Capital Area Regional – Public Facilities District

Established in 2003

Board of Directors (2024-2025)

Four Year Term - No Term Limits

John Grausam, President (2024-2025)

District-wide Appointee

Appointed: 05.07.2019

Reappointed: 03.18.2021

Term Expiration: 03.01.2025

[Redacted]

Ken Parsons, Secretary/Treasurer (2024-2025)

Thurston County Representative

Appointed: 02.25.2003

Reappointed: 02.12.2007, 03.01.2011, 2015, 09.18.2018, 11.22.2022

Term Expiration: 03.01.2027

[Redacted]

Chris Leicht

District-wide Appointee

Appointed: 04.01.2010

Reappointed: 05.22.2014, 07.12.2018, 02.17.2022

Term Expiration: 03.01.2026

[Redacted]

VACANT – *appointment pending*

District-wide Appointee

Appointed:

Term Expiration: 03.01.2028

David Brine

City of Olympia Representative

Appointed: 12.04.2007

Reappointed: 03.01.2011, 2015, 02.05.2019, 02.13.2023

Term Expiration: 03.01.2027

[REDACTED]

[REDACTED]

David Nicandri

City of Tumwater Representative

Appointed: 02.21.2023

Term Expiration: 03.01.2027

[REDACTED]

[REDACTED]

Whitney Godby

City of Lacey Representative

Appointed: 06.18.2024

Term Expiration: 03.01.2027

[REDACTED]

[REDACTED]

City of Lacey Administrative Support

City Clerk's Office

Lacey City Hall

420 College St SE

Lacey WA 98503

360.486.8704

Elissa.Fontaine@cityoflacey.org

TO: City Council
 FROM: Brittaney McClanahan, Executive Assistant
 DATE: November 4, 2024
 SUBJECT: Advisory Board Appointment of Pat Schneider to the Civil Service Commission

1) Recommended Action:

Approve Mayor Sullivan’s appointment of Pat Schneider to the Civil Service Commission.

2) Background:

Pat Schneider has been interviewed and shows interest in filling the vacancy on the Civil Service Commission. Upon Council confirmation, Pat’s term will be effective immediately through December 31, 2026.

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 engaged citizens, and living connection to its history.

We Believe in PEOPLE:

Partnership | We work collaboratively with citizens, businesses, and community organizations.

4) Alternatives:

- Approve the appointment
 - Do not approve the appointment
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

- A. Application and supplemental applicant information.

Application

Complete the application, attach a letter of interest, a resume, or any other documents showing your current qualifications and interests.

Name: Pat K. Schneider

Address: [Redacted]
Tumwater, WA 98512

Telephone: (Home) _____ (Mobile) [Redacted]
(Work) _____

Date: 4/12/24 Email: [Redacted]

Review the Advisory Board, Commission, and Committee descriptions and rank your preferred assignments with #1 indicating first choice, #2 second choice, etc.

Board, Committee, or Commission	Preference Number
<u>Barnes Lake Management District Steering Committee</u> Eleven members; Mayoral appointment; two-year terms; active	<u>#7</u>
<u>Board of Parks and Recreation Commissioners</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>#3</u>
<u>Civil Service Commission</u> Three members; Mayoral appointment; six-year terms; active	<u>#2</u>
<u>Historic Preservation Commission</u> Seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>#4</u>
<u>Lodging Tax Advisory Committee</u> Five to seven members; Mayoral appointment with Council confirmation; annual term; active	<u>#6</u>
<u>Planning Commission</u> Nine members; Mayoral appointment with Council confirmation; four-year terms; active	<u>#1</u>
<u>Tree Board</u> Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active	<u>#5</u>

Pat K. Schneider

SUMMARY

General Management “C-suite” executive with solid P&L experience for global operations and expertise in turnarounds. Strong background leading existing business units and opening new markets for organizations including **Procter & Gamble, Johnson & Johnson, Bristol-Myers Squibb, Bayer, Herbalife and Twinlab.**

- LEADERSHIP** Energetic visionary who has set and executed successful strategies. Built high performance cultures with accountability. Recruited, empowered, and inspired over 50 “A” players.
- Reinvented and nurtured a culture of high quality, service, margin discipline and manufacturing excellence. Championed a new product category that grew 15X in revenues to \$50 million.
- EARNINGS PERFORMANCE** Developed and successfully commercialized the company strategic vision to increase sales 350% and transform the business from a 10-year long EBITDA loss to 20% profitability.
- Increased category EBITDA from a loss of 30% to a profit of 25% by outsourcing production to offshore suppliers in South America and Asia (China). Identified, qualified, and negotiated supply agreements with all contract manufacturers.
- Led Central American region and tripled revenue to \$15 million in six months, grew earnings by \$5 million and transformed it into the fastest growing region at Herbalife with triple digit growth.
- GROWTH** Successfully launched 500+ new products worldwide generating over \$1B in new revenues.

Biova, LLC – Seattle, WA

2017-2021

CEO – Nutraceutical, Cosmeceutical and Pet Care Ingredient Supply Company

Global P&L responsibility for turnaround of nutraceutical ingredient supplier from 200% EBITDA loss to 20% profitability. Packaged and positioned company for acquisition. Reason for leaving: Position consolidated with COO role.

- Grew global revenues by 350% and reversed triple-digit negative EBITDA to +20% profitability.
- Drove brand market share to leadership position (#1) in the ingredient category segment.
- Reduced overhead costs by 40% by restructuring sales, marketing and operations staff and consolidating offices.
- Boosted US sales 3X via a lucrative agreement with industry leading ingredient sales distributor.
- Increased international sales by 35% via expansion of global distributor based in EU, Latin America, and Asia.
- Heightened brand awareness by 40% using targeted B2B marketing and advertising strategy.
- Reduced legal cost by over \$1MM by cost-effectively settling 5-year long outstanding litigation.
- Conducted 4 clinical studies strengthening brand claims substantiation and enhancing company reputation.

Healthy Bizz, LLC – Seattle, WA

2015-2016, 2022-Present

Chief Executive Officer

Consultancy providing business and legal guidance for clients in the natural, nutritional, organic, health technology and legal cannabis markets to deliver *Healthy Profits for Healthy Products*.

- Acting CEO for a celebrity-endorsed sports nutritional supplement DTC eCommerce start-up.
- Marketing and sales consultant for a natural organic homeopathic products company.
- Sales, marketing and strategic consultant for Metagenics Australia/NZ. Stationed in Brisbane, Australia.
- Author and Guest speaker for the natural foods, nutritional products, dietary supplements and legal cannabis industries (Natural Products Insider News, Supply Side West, Women Grow, National Cannabis Industry Assoc).
- Advisor/Selection Committee Member for the Nutritional Capital Network which facilitates financing and investor introductions for next generation brands and technology in the nutritional, health and wellness industry.
- Beach Head Advisor and strategic consultant to nutritional and health technology start-ups for NZTE and KiwiNet, trade and economic development agencies to support the growth of New Zealand businesses overseas.
- Visiting staff attorney to SALA, a non-profit elder law firm providing free legal representation to Santa Clara County seniors in matters ranging from elder abuse to estate planning.
- Counsel for PJI, a legal firm offering free defense in discrimination, parental rights and other civil liberty matters.

Nelsons Bach USA – Boston, MA

2014-2015

CEO & Chief Legal Officer – Homeopathic & Supplement Products Company

Full P&L responsibility for \$100MM British consumer products company's US, Canada, and Latin America divisions. Responsible for Sales, Marketing, Operations, Customer Service, Finance, HR, and IT. Served as US Chief Legal Counsel. Reason for leaving: Position eliminated. Centralization of all non-sales responsibilities in the UK.

- Expanded distribution by 35% through new product launches in WalMart & Rite Aid.
- Gained over 2000 points of new distribution in the natural and specialty channels by restructuring sales force.
- Created 400MM+ impressions and 200% increase in web traffic by creating first personalized digital marketing campaign targeting key consumers using Twitter parties, Facebook, Instagram & Pinterest.

Twinlab – Salt Lake City, UT

2013-2014

Global Chief Operating Officer – Nutritional Products Company

Responsible for New Product Development (NPD), Project Management, Global Supply Chain, Manufacturing and Operations for \$100MM Nutritional Products company. Reported to the CEO, provides strategic guidance and tactical process optimization for NPD and manufacturing operations. Reason for leaving: Recruited by Nelsons.

- Launched 6 new products globally in the Natural channel and introduced first gummy delivery system product.
- Developed organizational turnaround "Plan to Profitability" for PE firms for IPO event.
- Optimized the NPD Process resulting in a "Fewer, Better, Faster" strategy for product launches.

Unigen – Seattle, WA

2008-2012

Global Chief Operating Officer – Nutraceutical, Cosmeceutical and Food Ingredients

Spearheaded the turnaround of a \$25MM nutraceutical ingredient company. Transformed company culture from R&D-driven organization to Marketing-driven consumer needs enterprise. Responsible for full P&L, Global Sales, Marketing, Business Development, Legal and Operations. Reporting to the CEO, provided strategic guidance and tactical process optimization for NPD, Operations and global expansion. Reason for leaving: Position consolidated with CEO role.

- **Successfully negotiated 3 major licensing contracts** resulting in the financial turnaround of the company.
- Developed 3-year new product development plan and pipeline roadmap for organization.
- Created new Medical Foods Division business plan including retail product portfolio with outsourced sales force.
- Commercialized 6 major new products by restructuring organization into high performance teams.
- Expanded sales internationally into 10 new markets with a focus on Brazil, India and China.
- Negotiated two long term supply agreements with key vendors reducing company COGs by \$1MM.
- Orchestrated KFDA and US FDA Food cGMP certification of manufacturing facility.

Herbalife International, Inc. – Los Angeles, CA

2005-2007

General Manager & Vice President – Nutritional Food & Natural Personal Care Products

P&L responsibility for the \$15 million Central American operation while also directing all NPD and launch activities related to growing the global business of a \$3.6B nutritional supplement and natural personal care products Direct Selling company. Reported to the COO. Reason for leaving: Reduction in Force – Position eliminated.

- **Drove global portfolio sales 40%** from \$2.5B to \$3.6B through product innovation, sensory-based extensions, global expansion and improved product communication.
- **Launched over 300 new SKUs** across 67 countries as part of distribution gain efforts; coupled with marketing and sales support materials and product knowledge training programs
- Held GM role and executed the growth strategy for Central America **generating a 300% increase** in sales and \$5 million in earnings via new country openings, increased promotional activity and product launches.
- Improved operational effectiveness in El Salvador, Panama, Costa Rica and Honduras. Enhanced the regional supply chain and appointed 3rd party logistics partners. **Reduced order processing time from days to minutes.**
- Developed a five-year strategic plan for the Central American region and led the 30-person cross-functional expansion team (Marketing, Finance, IT, Sales, Operations, Legal, Licensing). Secured product registrations, hired experienced GMs and secured prime locations for sales centers.
- Created and instituted a worldwide New Product Development (NPD) Process, reorganized the global marketing department into High Performance teams and created the first 5-year global branding and new product plan.

Jacuzzi Brands, Inc. – Dallas, TX

2002-2005

General Manager & Vice President – Durable Goods/Home Décor Products

P&L responsibility for a \$50M business including strategic direction, product sourcing, trade & consumer marketing, process creation and NPD. Reported to the President. Reason for leaving: Private Equity acquired and restructured company.

- Restored company to profitability through the re-introduction of the *Jacuzzi* brand into DIY channel generating \$75M in annualized sales in Year 1. Awarded **Vendor of the Year** at Lowe's in the first year of distribution.
- **Grew Jacuzzi division revenues by 15X** via multiple new product launches and aggressive channel expansion strategies.
- Launched new sanitaryware line in Lowe's and achieved \$30M in revenues and became one of the **Top 10 Best Selling** Fashion Plumbing products.
- Increased category EBITDA from a **loss of 30% to a profit of 25%** by outsourcing production to offshore suppliers in South America and Asia (China). Identified, qualified and negotiated supply agreements with all CMOs.
- Introduced a NPD Process and created a zealous collaborative "teaming" culture by leading multiple cross-functional launch teams of up to 50 members.

HyGro Group, Inc. – San Francisco, CA

1998-2002

Vice President – Healthcare & Consumer Marketing Practice Group**Bristol-Myers Squibb** – Evansville, IN

1996-1997

Global Marketing Director – Consumer Healthcare Products**Procter & Gamble** – Oral Care Division - San Francisco, CA

1990-1996

Global Product Director – Consumer Healthcare Products**Bayer – Sterling Consumer Healthcare Division** – New York, NY

1987-1989

Associate Product Manager – Consumer Healthcare Products**Johnson & Johnson** – McNeil Pharmaceutical – Philadelphia, PA

1982-1987

Sales & Marketing Assistant – Pharmaceuticals**Sales Representative - Pharmaceuticals****EDUCATION****Juris Doctor**

Commercial Law

Purdue University - Concord Law School

Los Angeles, CA

Master of Business Administration

Marketing and Finance

Drexel University

Philadelphia, PA

Bachelor of Science

Microbiology and Chemistry

University of South Florida

Tampa, FL

CERTIFICATIONS & MEMBERSHIPS**Licensed Attorney** - State Bar of California – Bar #289600**Yellow Belt** - Six Sigma & Lean Manufacturing Professional Certification**Certificate of Fluency in Spanish** – Berlitz Language School**Permanent Residence Visa** – New Zealand

Selection Committee Member and Mentor to nutritional products start-ups at Nutritional Capital Network (NCN)

Beach Head Advisor to nutritional and natural products startups for New Zealand Trade Enterprise (NZTE)

Commercialization Consultant to New Zealand based nutritional and medical technology start-ups for KiwiNet

Advisory Board Member for New Zealand based medical digital imaging diagnostic technology start-up.

Advisory Board Member for New Zealand based nutritional supplement company for joint health and pet care.

Advisory Board Member for Australian based natural products company offering natural options for feminine care.

4/12/24

The Office of the Mayor
City of Tumwater
555 Israel Road S.W.
Tumwater, WA 98501

Re: Application for City of Tumwater: Advisory Boards, Commissions & Committee

Dear Mayor Sullivan,

Brittaney McClanahan contacted me yesterday about multiple openings on the City of Tumwater Advisory Boards, Commissions and Committees. She specifically mentioned that there are several openings on the Planning Commission, a commission that I have a strong interest in joining. I would like to apply again for a position on the Planning Commission, and I am also open to serving on other groups.

Per my letters of 4/25/22 and 10/22/23, I have been a resident of Tumwater for 16 years and have been a corporate senior-level executive for over 40 years. I have worked at the Chief Executive Officer and Chief Operations Officer level at small and medium size companies and at the Director level at Fortune 500 companies. My educational background consists of a Bachelor of Science degree in Microbiology, a MBA in Finance and Marketing and a Law Degree in Commercial Law. I am a member of the California Bar with a license to practice law in California and can practice federal law in Washington state. I worked as an attorney for two California non-profits, one in Elder Law and Elder Abuse and one focused on discrimination, parental rights and other civil liberty matters. I have also served as Chief Legal Officer in the corporate setting with a focus on Contract Law.

At this stage in my life and career, I wish to give back to my community, share my expertise and take a more active role in the decision making in my city. Given my broad background in Business and Law, I know I can make a valuable contribution to one, or more, of Tumwater's advisory boards, commissions, and committees:

- 1) Planning Commission: I have a keen interest in joining the Tumwater Planning Commission as both my Law and Business experience will allow me to add immediate value to the team. I have expertise in developing and evaluating long-term strategic plans. I have extensive experience in reviewing legal documents, codes, regulations, and other policy documents, and making recommendations to boards and senior level officials on issues pertaining to business planning, policy development and contractual agreements.
- 2) Civil Service Commission: I have a strong interest in also joining the Civil service Commission based on my legal background. I have a strong understanding of state and federal regulatory compliance and in the business environment I have been responsible for recruitment, testing, appointments, hiring, disciplinary actions and terminations.
- 3) Board of Parks & Recreation: I have a personal interest in Tumwater parks. Based on my legal background, I can assist the committee with recommendations regarding contractual agreements with all agencies for recreational purposes.
- 4) Historical Commission: I have a personal interest in the history of Tumwater. I feel my legal and business background could assist the commission in the submittal of nominations to the State and National Registers of Historic Places, making

determinations concerning the eligibility of historic properties for special evaluation and verifying that the improvements are consistent with the Washington State Advisory Council's standards for rehabilitation and maintenance.

- 5) Tree Board: As a Tumwater homeowner on a 5-acre heavily wooded parcel, I understand the Board's mission of tree protection. I believe my legal background can assist the commission in drafting and revising a comprehensive tree protection plan and tree protection ordinances.
- 6) Lodging Tax Committee: Based on my business and financial budgeting background, I feel I could provide a unique perspective to provide guidance on the allocation of tax proceeds to fund tourism related programs that deliver a high return on investment.
- 7) Barnes Lake Management District Steering Committee: Based on my biological sciences, business and financial background, I feel I could assist the committee with oversight for lake treatment and clean-up activities and advising the Council regarding setting assessment rates appropriate to achieve an annual work plan developed by the Steering Committee and approved by the Council.

Attached is my updated resume and the completed application form. You can learn more about me on my website and LinkedIn profile via the links in my signature block below.

I look forward to your response and I'm available at your convenience for any questions.

Best,

DocuSigned by:

Pat Schneider

ECF305639B8C4A7...

Pat K. Schneider, CEO

Healthy Bizz, LLC

Growing Healthy Profits for Healthy Products©



Copyright ©2019 Healthy Bizz LLC, All Rights Reserved

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: November 4, 2024
SUBJECT: Ordinance No. O2024-007, 2025-2026 Proposed Budget

1) Recommended Action:

Hold a public hearing related to Ordinance No. O2024-007, 2025-2026 Mayor's proposed budget.

2) Background:

The Mayor proposed the 2025-2026 budget, and staff has presented two budget workshops to date. This is the first of two required public hearings related to the budget. Staff will provide a brief overview of the proposed budget, then the Mayor will open the public hearing.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

None. State law requires two public hearings prior to final adoption of the budget on December 3. This satisfies that requirement.

5) Fiscal Notes:

The Mayor's proposed budget is located here: [City budget | City of Tumwater, WA](#)

6) Attachments:

A. O2024-007 2025-2026 Proposed Budget

ORDINANCE NO. O2024-007

AN ORDINANCE of the City Council of the City of Tumwater, Washington, adopting the biennial budget for the City of Tumwater, Washington, for the fiscal period beginning January 1, 2025 and ending December 31, 2026.

WHEREAS, the Mayor of the City of Tumwater, Washington, completed and placed on file with the Finance Director a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of the City including salaries and wages as shown in each fund's or department's salary and wages expenditure line item; and, a notice was published that the City Council would meet on the 15th of October 2024 and on the 19th of November 2024 at or around the hour of 7:00pm, at the Council Chambers in the City Hall for the purpose of making and adopting a budget for the two year fiscal period of January 1, 2025 to December 31, 2026 ("2025-2026 Budget") and giving taxpayers within the limits of the City an opportunity to be heard about the 2025-2026 Budget; and

WHEREAS, the City Council did meet at City Hall on November 4, 2024 and November 19, 2024 and considered the matter of the 2025-2026 Proposed Budget; and

WHEREAS, the 2025-2026 Budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Tumwater for the purposes set forth in the 2025-2026 Budget, and the estimated expenditures in each fund set forth in the 2025-2026 Budget are all necessary to carry on the government of the City for fiscal years 2025-2026 and are all necessary to meet the various needs of the City during that period;

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

Section 1. The biennial budget for the City of Tumwater, Washington, for the fiscal years 2025-2026 is hereby adopted at fund level as set forth in the document entitled "City of Tumwater 2025-2026 Biennial Budget" a copy of which is on file in the Finance Department.

Section 2. Estimated resources, including fund balances or working capital for each separate fund of the City of Tumwater, and aggregate totals for all such funds combined for the 2025-2026 biennium are set forth in the attached Exhibit A and are hereby appropriated for expenditure at the fund level during the 2025-2026 biennium.

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

Ordinance No. O2024-007 - Page 1 of 2

Section 4. The Finance Director is directed to transmit a certified copy of the City of Tumwater 2025-2026 Biennial Budget to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

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

Section 6. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

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

ADOPTED this 3rd day of December, 2024.

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: Shelly Carter, Assistant Finance Director
 DATE: November 4, 2024
 SUBJECT: Ordinance No. O2024-006, Ad Valorem for Regular Property Taxes for the Fiscal Year 2025

1) Recommended Action:

Move Ordinance No. O2024-006, AN ORDINANCE relating to tax revenue of the General Fund fixing the Ad Valorem for the regular property tax levy essential to pay expenditures of the City of Tumwater, Washington for the fiscal year ended December 31, 2025, to the November 19, 2024, consent agenda for adoption.

2) Background:

Ordinance O2024-006 is necessary to certify the property tax levy for the City and, indirectly, also determine the property tax rate. An approved Ordinance must be forwarded to the Thurston County Assessor’s Office, along with the levy certification, by November 30, 2024, in order to establish the tax levy for fiscal year 2025.

Washington State Statutes limit property tax increases to the lesser of one percent (1%) or the Implicit Price Deflator (as published by the Washington Department of Revenue). The latter is 2.57 percent.

A one percent increase over our actual 2024 levy amounts to \$116,643. This does not include the County Assessor’s consideration of any possible adjustments from successful challenges to assessed value, technical corrections in value, increases resulting from additional new construction, assessed utilities property value, or granting of exemptions per RCW 84.69.180. The 2025 property tax levy related to new construction is estimated to be \$183,300 based on estimated new construction of \$98,663,964. The levy rate will go from \$1.86 to an estimated rate of \$1.80 for 2025.

Since the valuations are not finalized, the 2025 levy is considered to be an estimate. When the final assessed value is determined by the Thurston County Assessor and Washington State Department of Revenue, the Finance Director may re-certify the tax amount to meet the \$3.10 limitation if necessary.

3) Policy Support:

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

4) Alternatives:

- Do not pass the Ordinance, maintain property taxes at the 2024 level, and bank the allowable levy increase.

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

5) Fiscal Notes:

This ordinance authorizes Tumwater's 2025 property tax levy necessary to fund core government services.

6) Attachments:

- A. Exhibit A – Ordinance No. O2024-006 Ad Valorem for Regular Property Taxes for the Fiscal Year 2025

ORDINANCE NO. O2024-006

AN ORDINANCE of the City Council of the City of Tumwater, Washington, relating to finance and setting the amount fixed for the regular levy of property tax necessary to raise the amount of revenues for essential expenditures for the City of Tumwater for the fiscal year 2025.

WHEREAS, the City of Tumwater held a public hearing on Tuesday, November 4, 2024, to consider an increase in property tax revenues from January 1, 2025 to December 31, 2025; and

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

WHEREAS, the Implicit Price Deflator (IPD) used for calculation of the property tax increase for setting the 2025 levy amount was 2.57 percent as reported by the Washington Department of Revenue; and

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

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

WHEREAS, for taxing districts with populations of 10,000 or greater, the limit factor for property taxes due in 2025 is 101 percent.

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

Section 1. An increase in the regular property tax levy, based on the limit factor for property taxes, is hereby authorized for the levy to be collected in the 2025 tax year. This levy results in a \$116,643 increase and a 1.00% change from the 2024 regular levy amount as set forth in RCW 84.55.120. Certification of the levy shall not exceed the \$3.10 limit per \$1,000 of assessed value plus administrative refunds.

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

Section 3. On or before the 30th day of November 2024, the Finance Director or designee shall file with the Clerk of the Thurston County Board of

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

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

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

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

ADOPTED this 19th day of November 2024.

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: Troy Niemeyer, Finance Director
DATE: November 4, 2024
SUBJECT: Resolution No. R2024-017, 2025 Fee Schedule

1) Recommended Action:

Adopt Resolution R2024-017, updating the 2025 fee schedule, as recommended by the Public Works Committee at their October 17, 2024 meeting.

2) Background:

The City annually adjusts fees via fee resolution that applies to all City service areas as outlined in the attached Memorandum and reflected in the 2025 Revised Fee Schedule.

3) Policy Support:

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

4) Alternatives:

Do not adopt the proposed fee changes.

5) Fiscal Notes:

Fees proposed will be effective January 1, 2025.

6) Attachments:

- A. Memorandum RE: Fee Resolution NO. 2024-017
- B. 2025 Revised Fee Schedule - Redlined
- C. Resolution No. R2024-017 with Exhibit A – 2025 Fee Schedule
- D. 2024 Current Utility Rates & 2025 Proposed Rates - Comparison

MEMORANDUM

TO: Debbie Sullivan, Mayor
City Council

FROM: Troy Niemeyer, Finance Director

DATE: November 4, 2024

RE: Resolution No. R2024-017 – 2025 Fee Schedule

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

Table I – Business Licenses, Administrative & Publications

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

Table II – Zoning, Land Division & Environmental

- **Transportation Impact Fees** – Increase of 3.14%.

Table III – Building & Fire Safety

- **Inspection Fees** – Increased fees to reflect current rates.
- **Permit Extension Fees** – Added clarification language on fee cost.
- **Plumbing Code** – Added information on commercial permits.
- **Fire Code** – Increased system retest fee from \$85.00 to \$110.00.

Table IV – Transportation, Engineering, Utilities & Utility Connections

- **Water Service Line & Meter Installation** – Increased fees to reflect current rates.
- **Water Connection Charges** - Increased fees by 8.5%.
- **Sewer Connection Charges** – Increased charges by 4.0%.
- **Housekeeping** – Changed department names and removed Life-line Program language that is now reflected in the new Table VIII.

Table V – Public Safety

- **Fire Alarm Systems** – Increased 3rd alarm fee by 2.04% to \$401.00.

Table VI – Recreation

- **Youth Baseball League** – Increased registration fees to reflect current rates.

Table VII – Utility Rates

- **Utility Rates** – Increase of 6.0% for Water, 8.0% for Stormwater, and 7.0% for Sewer.
- **LOTT Wastewater Service Charge** – Increase of 2.5% to \$47.52, per LOTT.

- **Water Monthly Consumption Rate** – Non-Residential - increase from \$3.34 to \$3.54;
Irrigation – increase from \$3.99 to \$4.23.
- **Sewer Monthly City Wastewater Service Rate** – increase from \$23.11 to \$24.73.
- **Stormwater** – Monthly Account Fee – Increase from \$2.10 to \$2.27.

Table VIII – Life-line Program – NEW Table

- **Life-line Program** – Low-income senior citizen and disabled person rate discounts.
Every qualified account on file receives a discount of 50% on all utility rates reflected on this new table.

2025 Table I				
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS				
Primary Department	Title	Rate/Fee/Charge	2025 NEW RATES	Code Reference (if applicable)
Various Departments	Blueprints and Photocopies			
	Blueprints	\$0.50 per square foot		\$3.48.020
	Photocopies	\$0.15 per page over 10		
Transportation & Engineering	GIS Maps (Including Zoning Maps)			
	• City Street Map (36" x 48")	\$12.00		
	• E Size (34" x 44")	\$11.00		
	• D Size (22" x 34")	\$6.00		
	• C Size (17" x 22")	\$5.00		
	<i>Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.</i>			
Community Development	Comprehensive Plan Document, Volume I			
	• Land Use Plan	\$15.00		
	• Housing Plan	\$8.00		
	• Parks & Recreation Plan	\$5.00		
	• Lands for Public Purpose/EPF Plan	\$5.00		
	• Utilities Plan	\$12.00		
	• Capital Facilities Plan	\$10.00		
	Complete Volume I	\$55.00		\$3.48.030
	Comprehensive Plan Document, Volume II			
	• Conservation Plan	\$6.00		
	• Economic Development Plan	\$5.00		
	• Transportation Plan	\$18.00		
	• Joint Plan	\$25.00		
	• <i>Shoreline Master Program (SMP)</i>	\$25.00		
– SMP for the Thurston Region	\$9.00			
– Deschutes Riparian Habitat Plan	\$5.00			
– Deschutes River Special Area	\$5.00			
– New Market Historic District Plan	\$6.00			
Complete Volume II	\$79.00			
	Development Guide			
	Disk Copy	\$25.00		
	Paper Conv	\$30.00		
Various Departments	Notary Fee for Non-City related documents	\$10.00 each		
Administrative Services	Public Records			
	• Photocopying	\$0.15 per page over 10		
	• Copies on Compact Discs or DVDs	\$2.00 per CD or DVD		
	• Flash Drives, USB & Other Portable Devices	Actual cost		
	• Postage - if customer requests delivery by U.S.P.S	Actual cost based on weight		
	• Any size manila envelope	\$0.45		
	• Duplicating records in non-routine formats such as photographs, cassettes, videotapes	Actual cost from outside vendor		\$2.88.060
	• Scanned records, or use of agency equipment for scanning	\$0.10 per page		
	• Records uploaded to email, or cloud-based data storage service or other means of electronic delivery	\$0.05 for every 4 electronic files or attachments		
	• Records transmitted in electronic format for use of agency equipment to send records electronically	\$0.10 per gigabyte		
Community Development	Public Notice Cost			
	• Sign Posting	\$35.00 per site sign		\$ 3.48.040
	• Other than Site Signs	\$15.00		
	Recording Costs	\$35.00 + auditor fee		\$3.48.010
Finance	Returned Item (check) for any reason	\$30.00		\$3.48.050
Finance	Business Licenses			
	• Original License	\$50.00		
	• Annual Renewal	\$20.00		\$5.04.060
	<i>Note: City business licenses paid through the WA Department of Revenue will be subject to additional state fees, as applicable.</i>			
Community Development	Business Licenses - (Request for Certificate of Occupancy)			
	• Inspection fee for new location or change-in-use (per inspection)	\$85.00-	\$110.00	
Finance	Occupational Permits			
	• Original Permit	\$70.00		
	• Annual Renewal (second & third years)	\$30.00		\$5.06.050
	<i>Note: The original permit fee includes the cost of fingerprinting and background check.</i>			
Finance	Sexually Oriented Businesses			
	• Permit Application Fee, and	\$400.00		\$5.50.040
	• Annual Fee	\$640.00 annually		\$5.50.070
	<i>Adult Cabaret Business</i>	\$1,320.00 annually		
	<i>Adult Cabaret Managers</i>	\$50.00		\$5.50.080
	• Processing Fee, and	\$150.00 annually		
	• Annual Fee	\$50.00		
	<i>Models and Escorts</i>	\$50.00		\$5.50.090
	• Processing Fee, and	\$150.00 annually		
	• Annual Fee	\$150.00 annually		

2025 Table II					
ZONING, LAND DIVISION & ENVIRONMENTAL					
Primary Department	Title	Rate/Fee/Charge per...	2025 NEW RATES	Unit	Code Reference (If Applicable)
Community Development	Appeals				
	• Hearing Examiner				
	– Administrative Appeal*	\$1,500.00			\$18.62.020
	– SEPA Appeal*	\$2,000.00			\$16.04.160
	– Appeal of Impact Fee with Independent Fee Calculation	\$260.00		calculation	\$3.50.140
	*Reimbursed if appeal is substantially upheld				
Community Development	Transportation Impact Fees				\$3.50.130
	<u>Type of Development</u>				ITE Land Use Code
	<i>Residential</i>				
	• Single Family / Duplex (Detached)	\$4,401.78	\$4,540.00	dwelling	
	Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$3,301.33	\$3,404.99	dwelling	
	Single Family detached and attached (including duplexes) located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$2,200.80	\$2,270.00	dwelling	210
	• Multifamily – Apartment	\$2,856.47	\$2,946.16	dwelling	
	Multi-family dwellings located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,428.29	\$1,473.14	dwelling	220
	• Mobile Home Park	\$2,571.32	\$2,652.06	dwelling	240
	• Senior Adult Housing – Detached	\$941.36	\$970.92	dwelling	251
	• Senior Adult Housing – Attached	\$557.84	\$575.36	dwelling	252
	• Congregate Care	\$592.72	\$611.33	dwelling	253
	• Accessory Dwelling Unit	\$2,142.99	\$2,210.28	dwelling	
	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,428.30	\$1,473.15	dwelling	
	• Assisted Living	\$493.11	\$508.59	bed	254
<i>Industrial</i>					
• Light Industrial	\$6.22	\$6.42	SF / GFA	110	
• Industrial Park	\$5.75	\$5.93	SF / GFA	130	
• Manufacturing	\$4.86	\$5.01	SF / GFA	140	
• Warehousing	\$2.21	\$2.28	SF / GFA	150	
• Mini-Warehouse	\$1.65	\$1.70	SF / GFA	151	
• High-Cube Warehouse	\$0.76	\$0.78	SF / GFA	152	
<i>Commercial – Services</i>					
• Hotel	\$2,038.66	\$3,030.93	room	310	
• Motel	\$2,340.97	\$2,414.48	room	320	
• Walk-in Bank	\$12.01	\$12.39	SF / GFA	911	
• Drive-through Bank	\$25.55	\$26.35	SF / GFA	912	
• Day Care Center	\$91.05	\$32.02	SF / GFA	565	
• Quick Lubrication Vehicle Shop	\$6,262.20	\$6,458.83	VSP	941	
• Automobile Care Center	\$5.28	\$5.45	SF / GFA	942	
• Gasoline/Service Station	\$17,052.80	\$17,588.26	VFP	944	

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Service Station/Minimart	\$12,462.18	\$12,853.49	VFP	945	
	• Service Station/ Minimart/Carwash	\$12,983.78	\$13,391.47	VFP	946	
	• Carwash – Self Serve	\$6,215.44	\$6,410.60	VSP	947	
	• Carwash – Automated	\$86,948.72	\$89,678.91	VSP	948	
	• Movie Theater	\$257.74	\$265.83	seat	444, 445	
	• Health/Fitness Club	\$18.34	\$18.92	SF / GFA	492, 493	
	<i>Commercial – Institutional</i>					
	• Elementary School	\$3.01	\$3.10	SF / GFA	520	
	• Middle School/Junior High School	\$2.97	\$3.06	SF / GFA	522	
	• High School	\$2.42	\$2.50	SF / GFA	530	
	• Community/Junior College	\$448.26	\$462.34	student	540	
	• College/University	\$784.48	\$809.11	student	550	
	• Church	\$2.52	\$2.60	SF / GFA	560	
	• Hospital	\$7.08	\$7.30	SF / GFA	609	
	• Nursing Home	\$2.57	\$2.65	SF / GFA	620	
	<i>Commercial - Restaurant</i>					
	• Quality Restaurant	\$17.76	\$18.32	SF / GFA	931	
	• High Turnover (sit down) Restaurant	\$26.91	\$27.75	SF / GFA	931	
	• Fast Food Restaurant w/out Drive Thru	\$22.57	\$33.59	SF / GFA	933	
	• Fast Food Restaurant with Drive Thru	\$42.99	\$44.34	SF / GFA	934	
	• Tavern/Drinking Place	\$31.29	\$32.18	SF / GFA	935	
	• Coffee/Donut Shop w/out Drive Thru	\$59.74	\$52.33	SF / GFA	936	
	• Coffee/Donut Shop with Drive Thru	\$53.46	\$55.14	SF / GFA	937	
• Coffee/Donut Shop with Drive Thru and with no inside seating	\$20.54	\$21.18	SF / GFA	938		
Community Development	Type of Development				ITE Land Use Code	
	<i>Commercial – Office</i>					
	• General Office Building	\$9.46	\$9.76	SF / GFA	710	
	• Government Office Building	\$11.87	\$12.24	SF / GFA	730	
• Medical-Dental Office/Clinic	\$20.68	\$21.33	SF / GFA	720		
Community Development	<i>Commercial –</i>					
	• Retail Shopping Center -					
	up to 49,999 sq. ft.	\$6.83	\$7.04	SF / GLA	820	
	50,000 – 99,999	\$7.58	\$7.82	SF / GLA	820	
	100,000 – 199,999	\$7.65	\$7.89	SF / GLA	820	
	200,000 – 299,999	\$7.79	\$8.03	SF / GLA	820	
	300,000 – 399,999	\$8.03	\$8.28	SF / GLA	820	
	400,000 sq. ft. or more	\$8.54	\$8.81	SF / GLA	820	
	• Automobile Parts Sales	\$8.91	\$9.19	SF / GFA	843	
	• Car Sales – New/Used	\$11.12	\$11.47	SF / GFA	841	
	• Convenience Market	\$33.07	\$34.11	SF / GFA	851	
	• Discount Club	\$8.50	\$8.77	SF / GFA	861	
	• Electronic Superstore	\$8.91	\$9.19	SF / GFA	863	
	• Toy Superstore	\$7.85	\$8.10	SF / GFA	864	
	• Furniture Store	\$9.46	\$9.76	SF / GFA	890	
	• Hardware/Paint Store	\$9.35	\$9.64	SF / GFA	816	
	• Home Improvement Superstore	\$3.22	\$3.32	SF / GFA	862	
	• Nursery/Garden Center	\$7.45	\$7.68	SF / GFA	817	
	• Pharmacy/Drugstore w/out Drive Thru	\$8.39	\$8.65	SF / GFA	880	
	• Pharmacy/Drugstore with Drive Thru	\$11.18	\$11.53	SF / GFA	881	
• Supermarket	\$17.58	\$18.13	SF / GFA	850		
• Tire Store	\$7.82	\$8.07	SF / GFA	848		
• Tire Superstore	\$3.98	\$4.10	SF / GFA	849		
Cost per New Trip Generated:	\$3,735.58	\$3,852.88				
SOURCE: ITE, "Trip Generation, 8th Edition"						
Notes: ¹ Abbreviations:						
SF = Square Feet		VSP = Vehicle Service Position				
GFA = Gross Floor Area		VFP = Vehicle Fueling Position				
GLA = Gross Leasable Area						
² Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for the Seattle, Washington, area as reported for July to establish the fee schedules effective January 1st of the subsequent year.						
Community Development	Olympia School District No. 111 School Impact Fees				\$3,50,135 and Olympia School District Resolution No. 653	
	Type of Residential Development					
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$6,812.00	\$0.00 (fee suspended for 2025)	dwelling		
• Multi Family (three units or more and accessory dwelling units).	\$2,606.00	\$0.00 (fee suspended for 2025)	dwelling			
• Multi Family Downtown	\$2,040.00	\$0.00 (fee suspended for 2025)	dwelling			
Community Development	Tumwater School District No. 33 School Impact Fees				\$3,50,135 and Tumwater School District Resolution No. 02-23-24	
	Type of Residential Development					
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$5,565.00	\$5,700.00	dwelling		
• Multi Family (three units or more and accessory dwelling units).	\$1,114.00	\$1,185.00	dwelling			
Community Development	Independent Fee Calculations				\$3,50,140	
	• Applicant chooses to prepare IFC					
	– Administrative Processing fee	\$500.00	\$525.00			
	– Deposit on Review Costs of IFC*	\$500.00	\$525.00			

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

2025 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Development	*Balance refunded or additional costs collected as a precondition to building permit issuance.			
	Park Impact Fees			
	<i>Type of Residential Development</i>			
	* Single Family, Detached	\$3,726.86		housing unit
	* Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,863.43		housing unit
	* Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$2,795.15		housing unit
	* Single Family, Attached (and duplexes)	\$2,784.68		housing unit
	* Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,392.34		housing unit
Community Development	* Manufactured Home (mobile home)	\$2,227.71		housing unit
	* Multi Family (3-4 units per structure)	\$2,746.11		housing unit
	* Multi Family (3-4 units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,373.06		housing unit
	Park Impact Fees (Continued)			
	* Multi Family (5+ units per structure)	\$2,413.12		housing unit
	* Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,373.06		housing unit
	* Accessory Dwelling Unit	\$1,670.78		housing unit
				\$3.52.070

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,113.86		housing unit	
Community Development	Impact Fee Deferral Program				
	• Administrative Application Fee	\$100.00		application	\$3.50.130
					\$3.52.070
Community Development	Wireless Communication Antennas				
	• Wireless Communication (WCF) Permits				
	– Accessory (requiring WCF permit)	\$110.00		antenna	
	– Attached WCF	\$330.00		carrier	
	– Freestanding WCF	\$1,100.00		structure	
	– Co-location on freestanding WCF	\$330.00		carrier	
	• WCF Administrative Site Plan Review	Same as regular SPR fees			
	• Conditional Use Permit	Same as zoning CUP fees			
	• Request for Administrative Deviation	\$247.50		request	
	Telecommunications in Rights-of-Way				
	• Telecommunications Right-of-Way Use				
	– Right-of-Way (ROW) Use Authorization	\$1,700.00			\$11.06.010
	• Telecommunications Franchise/Master Permit Application	\$5,550.00			\$11.06.020
	• Master Permit Renewal Application	\$2,800.00			\$11.06.120
	– Annual Fee	\$500.00			\$11.06.160
	– Supplemental Site Permit	\$500.00 (up to 5)			\$11.06.110
		\$100.00 (after 5)			
	\$1,000.00		new pole		
	\$270.00 pole rent		year		
• Telecommunications Facilities Lease					
– Lease Application	\$500.00			\$11.08.020	
– Renewal of Lease	\$225.00			\$11.08.120	
Community Development	Site Plan Review				
	• Feasibility Site Plan Review*				
	– One Acre or less	\$80.00			
	– Greater than 1 Acre	\$137.50			
	*Credited toward Preliminary Site Plan Fee				
	• Preliminary Site Plan Review				
	– One Acre or less	\$330.00			
	– Greater than 1 Acre	\$440.00			
	• Preliminary Site Plan Resubmittal				
	– One Acre or less	\$165.00			
	– Greater than 1 Acre	\$275.00			
	• Formal Site Plan Review				
	– One Acre or less	\$220.00			
– Greater than 1 Acre	\$385.00				
• Formal Site Plan Review Resubmittal					
– One Acre or less	\$80.00				
– Greater than 1 Acre	\$220.00				
Community Development	Multi-Family Tax Exemption	\$100.00			
	• Design Plan Review	2.5% of the Building Permit			\$18.43.010
	• Landscape Plan Review**	\$220.00			\$18.47.020
	**Applies only to landscape plans required under §18.47.020				
	• Exterior Illumination***				
	– Issuance and Inspection Fee	\$55.00 +...		\$7.50 per fixture	\$18.40.035
	– Plan Review Fee	65% of above lighting fee			
***Applies to non-residential applications 4,000 square feet or larger in area					
• Request for Parking Modification	\$275.00			\$18.50.075	
Water Resources & Sustainability	Drainage Manual Administration				
	• Adjustment application	\$500.00			\$13.12.015
	• Variance and Exception application	\$1,000.00			
Community Development	Protection of Trees & Vegetation				
	• Land clearing application & review	\$110.00			
	• Work by City Tree Professional	Consultant Cost		hour	
	• Land Clearing Permit				
	Protection of Trees & Vegetation (Continued)				

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	- Less than 30 Trees	\$135.00			\$16.08.050		
	- 30 Trees or more	\$220.00					
	• Add'l Review or Inspections after one hour	\$66.00		hour			
	• Investigation Charge for Land Clearing without required Permit	Double application and permit fee for tree cutting without a permit					
	• Request for Land Clearing Modification	\$385.00					
	• Replacement Tree Mitigation Fee	\$400.00			\$16.08.070		
	Environmental Policy						
	• Environmental SEPA Checklist	\$880.00					
	• Expanded Environmental Checklist	\$880.00, plus consultant cost			\$16.04.190		
	• Environmental Impact Statement (EIS)	\$880.00, plus consultant					
	• Addendum to Environmental Documents	\$220.00					
	Wetland Protection Standards						
	• Wetland Permit Application	\$440.00			\$16.28.140		
	• Reasonable Use Exception	\$880.00			\$16.28.190		
Fish and Wildlife Habitat Protection							
• Reasonable Use Exception	\$880.00			\$16.32.097			
Community Development	Land Divisions						
	• Boundary Line Adjustment	\$450.00			\$17.02.160		
	• Lot Consolidation	\$450.00					
	• Preliminary Binding Site Plan	\$770.00 +...		\$27.50 per lot			
	• Final Binding Site Plan	\$440.00 +...		\$27.50 per lot			
	• Preliminary Plat	\$2,750.00 +...		\$38.50 per lot			
	• Final Plat	\$1,650.00 +...		\$38.50 per lot			
	• Preliminary Short Plat	\$1,100 +...		\$55.00 per lot			
	• Final Short Plat	\$440.00 +...		\$55.00 per lot			
	• Preliminary PUD (includes limited overlay zone)	\$1,320 +...		\$33.00 per lot			
	• Final PUD	\$935.00					
	• Preliminary Plat Extension	\$550.00					
	Replats, Vacations, and Alterations						
	- Replats	Same as Preliminary and					
- Vacations	\$450.00						
- Alterations	\$450.00						
Community Development	Zoning						
	• Certificate of Appropriateness	\$110.00			\$2.62.060		
	• Zoning Certification Letter	\$82.50					
	• Planned Unit Development	Same as preliminary and final PUD			\$18.36.030		
	• Home Occupation	See Business Licenses			\$18.42.050		
	Mobile Home Installation*						
	- Single	\$150.00 + plumbing fees			\$18.48.010		
	- Double	\$175.00 + plumbing fees					
	- Triple	\$200.00 + plumbing fees					
	• Title Elimination Inspection Fee	\$170.00					
	• Title Elimination Review	\$85.00	\$110.00				
	* plus footing, foundation, skirting, and tie downs						
	Mobile Home Park - Site Plan						
	- Preliminary	\$1,000.00 +...		\$30 per unit	\$18.48.130		
	- Final	\$750.00 +...		\$30 per unit			
	• Conditional Use Permit	\$2,090.00			\$18.56.020		
	• Variance	\$1,000.00			\$18.58.020		
	• Rezone	\$1,500.00			\$18.60.065		
	Zoning						
	Comprehensive Plan						
	- Map Amendment	\$1,500.00			\$18.60.065		
Annexations							
- Not in an Unincorporated Island	\$200.00		acre, Maximum of \$4,000				
- In Unincorporated Islands	No fee (\$0.00)						
Sign							
- Application for Conditional Exemption	\$20.00		sign	\$18.44.075			
Community Development	Shoreline Management Act						
	• Shoreline Exemption Letter	\$200.00			Resolution 250		
	• Substantial Development Permit	\$1,600.00					
	• Conditional Use	\$1,750.00					
	• Variance	\$1,750.00					
	• Shoreline Permit Time Extension	\$500.00					
	Transportation Concurrence						
	• Concurrence Application	\$170.00			\$15.48.040		
• Traffic Impact Analysis (TIA) Review	\$260.00						

2025 Table III					
BUILDING & FIRE SAFETY					
Primary Department	Title	Rate/Fee/Charge	2025 NEW RATES	Code Reference (If Applicable)	
Community Development	Building Code				
	Building Permit Fee Schedule (including signs)			\$15.01.070	
	Total Valuation	Fee			
	Single family (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the calculated building permit fee using the table of fees in this section			
	\$1.00 to \$500	\$43.48			
	\$501 to \$2,000	\$43.48 for the first \$500 plus \$5.64 for each additional \$100 or fraction thereof, to and including \$2,000			
	\$2,001 to \$25,000	\$151.04 for the first \$2,000 plus \$25.90 for each additional \$1,000 or fraction thereof, to and including \$25,000			
	\$25,001 to \$50,000	\$742.50 for the first \$25,000 plus \$18.69 for each additional \$1,000 or fraction thereof, to and including \$50,000			
	\$50,001 to \$100,000	\$1,203.89 for the first \$50,000 plus \$12.95 for each additional \$1,000 or fraction thereof, to and including \$100,000			
	\$100,001 to \$500,000	\$3,291.80 for the first \$100,000 plus \$18.55 for each additional \$1,000 or fraction thereof, to and including \$500,000			
\$500,001 to \$1,000,000	\$10,664.10 for for the first \$500,000 plus \$15.74 for each additional \$1,000 or fraction thereof, to and including \$1,000,000				
\$1,000,001 and up	\$18,578.99 for the first \$1,000,000 plus \$12.10 for each additional \$1,000 or fraction thereof				
Community Development	Other Inspection and Fees				
	1. Commercial building plan review fee	65% of the building permit fee			
	2. One and two family, garages and accessory buildings < 1400 sq. ft.	25% of the building permit fee			
	2.a. One and two family and accessory dwelling units < 1400 sq. ft. that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	12.5% of the building permit fee			
	3. One and two family > 1400 sq. ft. and pole barns	50% of the building permit fee			
	3.a. Both single family housing > 1400 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above.	25% of the building permit fee			
	4. 1 st Plan Review Extension Fee	5% of plan review fee	OR \$25.00, whichever is greater.		
	2 nd Plan Review Extension Fee	10% of plan review fee	OR \$25.00, whichever is greater.		

2025 Table III

BUILDING & FIRE SAFETY

	<i>Continued on next page</i>		
	5. 1 st Permit Extension Fee	5% of permit fee	OR \$25.00, whichever is greater.
	2 nd Permit Extension Fee	10% of permit fee	OR \$25.00, whichever is greater.
	8. One-and-Two Family Re-Roof permit.	\$170	
	9. Commercial Re-Roof permit.	Based on valuation and the fee schedule	
Community Development	Other Inspection and Fees (continued)		
	10. Inspections outside of normal inspection hours (minimum charge - 1 hour)	\$85.00 per hour	\$110.00
	11. Reinspection fees assessed under provisions of Section 108	\$85.00 per hour	\$110.00
	12. Inspections for which no fee is specifically indicated (minimum charge - 1 hour)	\$85.00 per hour	\$110.00
	13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$85.00 per hour	\$110.00
	14. For use of outside consultants for plan checking or inspection	Actual cost plus 8% administrative fees	
Community Development	ENERGY CODE FEES		
	Energy Code Plan Check Fee		
	Single Family	\$110.00	
	Residential Remodel/Addition	\$60.00	
	Multi-Family	\$210.00	
	New Commercial Building		
	0 to 12,000 sq. ft.	\$210.00	
	12,001 to 60,000 sq. ft.	\$395.00	
	60,001 to 200,000 sq. ft.	\$770.00	
	200,000 sq. ft. and over	\$1,520.00	
	Remodels and Tenant Improvements	50% of the new commercial fee	
	Warehouses	50% of the new commercial building fee	
	GRADING PERMIT FEES		
	Grading Plan Review Fees		
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$47.00	
	101 to 500 cubic yards	\$94.00	
	501 to 1,000 cubic yards	\$187.00	
1,001 to 5,000 cubic yards	\$280.00		
5,001 to 10,000 cubic yards	\$374.00		
10,001 to 100,000 cubic yards	\$375.00 for 1st 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof		
Community Development	100,001 cubic yards or more	\$1,000.00 for the 1st 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof	
	Other Fees		
	Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$85.00 per hour	\$110.00
	Grading Permit Fees		
	For the issuance of each permit	\$30.00	
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$55.00	
	101 to 500 cubic yards	\$170.00	
	501 to 1,000 cubic yards	\$340.00	
	1,0001 to 5,000 cubic yards	\$680.00	
	5,001 to 10,000 cubic yards	\$1,360.00	
10,001 cubic yards or more	\$1,360.00 for 1st 10,000 cubic yards plus \$42.50 for each additional 10,000 yards or fraction thereof		
Community Development	Certificates of Occupancy		
	°Temporary Certificates of Occupancy		
	-One or Two Family	\$25.00	
	-Commercial/Industrial/Multi-family	\$100.00	
	-Renewal	\$200.00	
	°Final Certificates of Occupancy		
	- One or Two-Family	No fee	
	- Commercial/Industrial/Multi-family	No fee	
	°Business License		
	- Request for Certificate of Occupancy	\$85.00	\$110.00
	Mechanical Code		
	• Mechanical Permit	Stand alone commercial mechanical permits based on valuation.	
	• Mechanical Plan Review	65% of permit fee	
For the issuance of each permit	\$40.00		
For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$35.00		
Unit Fee Schedule			
Furnaces			

2025 Table III

BUILDING & FIRE SAFETY

Community Development	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$25.00	
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h	\$30.00	
	Boilers, Compressors and Refrigeration Units		
	For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h	\$25.00	
Community Development	Boilers, Compressors and Refrigeration Units (continued)		
	For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	\$40.00	
	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h	\$45.00	
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$65.00	
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h	\$110.00	
	Air Handlers		
	For each air-handling unit to 10,000 cubic feet per minute	\$25.00	
	For each air-handling unit over 10,000 cubic feet per minute	\$30.00	
	Photo-Voltaic Solar Panels		
	Roof mounted; One-and-Two Family Dwellings	\$260.00	
	Photo-Voltaic Solar Panels; Commercial	Based on valuation and the fee schedule	
	Evaporative Coolers		
	For each evaporative cooler other than the portable type	\$20.00	
	Ventilation and Exhaust		
	For each vent fan connected to a single duct	\$15.00	
	For each system not a part of a permitted HVAC system	\$20.00	
	For each non-residential type I hood (grease)	\$175.00	
	Ventilation and Exhaust		
	For each non-residential type II hood (steam)	\$95.00	
	Water Heaters		
	Residential	\$25	
	Commercial	\$50.00	
	Gas Piping		
For each gas pipe system of one to four outlets	\$15.00		
For each gas piping system additional outlets over 5	\$2.00 each		
Community Development	Miscellaneous		
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code	\$20.00	
	Other Inspections and Fees		
	1. Mechanical plan review fee	65% of the mechanical permit fee	
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$85.00	\$110.00
	3. 1 st Plan Review Extension Fee	5% of plan review fee	OR \$25.00, whichever is greater.
	2 nd Plan Review Extension Fee	10% of plan review fee	OR \$25.00, whichever is greater.
	4. 1 st Permit Extension Fee	5% of permit fee	OR \$25.00, whichever is greater.
	2 nd Permit Extension fee	10% of permit fee	OR \$25.00, whichever is greater.
	5. Reinspection fees per inspection	10% of permit fee	OR \$25.00, whichever is greater.
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	\$110.00
7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$85.00 per hour	\$110.00	
8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee		
	Plumbing Code		

2025 Table III

BUILDING & FIRE SAFETY

Community Development	• Plumbing Permit	\$40.00		
	• Plumbing Plan Review			
	• Backflow Protection Device			
	For the issuance of each permit			
	• Commerical Plumbing Permit	Stand alone commercial plumbing permits based on valuation		
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$35.00		
	Fee for review of septic system applications from County Health Department	\$35.00		
	Unit Fee Schedule			
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)	\$20.00		
	For each building sewer and each trailer park sewer	\$35.00		
	Rainwater systems - per drain	\$20.00		
	For each residential sewer grinder	\$30.00		
	For each commercial sewer grinder	\$95.00		
	<i>Continued on the next page</i>			
	Plumbing Code (continued)			
	For each electric water heater	\$25.00		
	For each pre-treatment grease or oil interceptor including its trap and vent	\$30.00		
	For each installation, alteration or repair of water piping and/or water treating equipment	\$15.00		
	For repair or alteration of drainage or vent piping, each fixture	\$15.00		
	For each commercial lawn sprinkler system on any one meter	\$25.00		
For atmospheric type vacuum breakers				
- 1 to 5	\$20.00			
- Over 5, each	\$5.00			
For each backflow device other than atmospheric type vacuum type breakers				
- 2 inches and smaller	\$15.00			
- Over 2 inches	\$30.00			
Expansion Tank	\$20.00			
Community Development	Other Inspections and Fees			
	1. Commerical Plumbing Plan Review Fee	65% of the plumbing permit fee		
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$85.00 per hour	\$110.00	
	3. Reinspection fees per inspection (minimum charge – 1 hour)	\$85.00 per hour	\$110.00	
	4. 1 st Plan Review Extension Fee	5% of plan review fee	OR \$25.00, whichever is greater.	
	2 nd Plan Review Extension Fee	10% of plan review fee	OR \$25.00, whichever is greater.	
	5. 1 st Permit Extension Fee	5% of permit fee	OR \$25.00, whichever is greater.	
	2 nd Permit Extension Fee	10% of permit fee	OR \$25.00, whichever is greater.	
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$85.00 per hour	\$110.00	
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$85.00 per hour	\$110.00	
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee		
	Moving of Buildings			
• Permit Application	\$500.00 + building and demolition permits, as applicable			
• Traffic Officer Fee	Fully-based rate + materials			
Fire & Emergency Services	Fire Code			
	Fire Safety			
	• Fire Safety – Inspection Fee & Permitting	Based on Valuation		
	• Underground Storage Tank Removal			
	- Residential	Based on Valuation		
	- Commercial	Based on Valuation		
	• Fire Sprinkler Permit	Based on Valuation		
	• Fire Sprinkler Plan Check	65% of permit fee		
	Fire Alarm Systems			
	• Fire Alarm Installation Permit	Based on Valuation		
	• System Retest	\$85.00 per hour	\$110.00	
	• Fire Alarm Plan Check	65% of permit fee		
	Fire Hydrant (fireflow) Test	\$180.00		
	Fire Inspection Fees			
Square Footage Factor:				
1 = 0 - 2,500 square feet	\$20.00			
2 = 2,501 - 7,500 square feet	\$40.00			
3 = 7,501 - 50,000 square feet	\$60.00 + hourly rate of \$80.00			

2025 Table III

BUILDING & FIRE SAFETY

	4 = 50,001 square feet + >	\$80.00 + hourly rate of \$80.00		
	Non-compliance and Reinspection Fee	\$80.00 per hour		

2025 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Primary Department	Title	Rate/Fee/Charge	2025 NEW RATES	Unit	Code Reference (If Applicable)
Transportation & Engineering	Right-of-Way License (includes projections over ROW)				
	• Application Fee	\$275.00 + license rate			\$3.40.010
	• Five-Year License Rate				
	– 1 to 1,000 square feet	\$155.00			\$3.40.020
	– 1,001 to 5,000 square feet	\$208.00			
– 5,001 to 20,000 square feet	\$260.00				
– More than 20,000 square feet	Negotiable				
Community-Development-Transportation & Engineering	Right-of-Way Access/Utility Permit				
	• General	\$115.00			\$12.16.050
	• Residential (1-single family or duplex; lots of record; includes erosion control)				
	– Street Only or 1 Utility Use	\$145.00			
	– Multiple	\$285.00			
	• Private Utility				
	– Overhead				
	Plan Check	\$186 for 1st 150' +-\$0.10 per 1' thereafter			
	Inspection	\$186 for 1st 150' +-\$0.10 per 1' thereafter			
	– Underground				
	Plan Check	\$415.00 + \$0.36 per ...		linear foot	
Inspection	\$2.00 per...		linear foot		
– Single Service	\$57.00				
Transportation & Engineering	Street & Alley Vacation				
	• Application Fee	\$515.00			\$12.04.020
	• Publishing Notice	\$182.00			
	• Acquisition Cost	Up to 50% of the assessed or appraised value			
Community-Development-Transportation & Engineering	Street Construction and Restoration				
	• Street, Curbs, and Sidewalks				\$12.18.030
	– Plan Check	\$415 + \$0.57 per...		linear foot	
	– Inspections	\$2.50 per linear foot		linear foot	
	• Street Lighting				
	– Plan Check	\$415.00 + \$0.57 per ...		linear foot	
	– Inspections	\$1.25 per...		linear foot	
	• Street Signals				
– Plan Check	\$1,255.00 per...		Signal		
– Inspections	\$1,710.00 per...		Signal		
Community-Development-Transportation & Engineering	Street Disruption Fee				
	• 1 st year	5 times construction cost			\$12.16.060
	• 2 nd year	4 times construction cost			
	• 3 rd year	3 times construction cost			
	• 4 th year	2 times construction cost			
• 5 th year	1 times construction cost				
Water Resources & Sustainability	Notice Required to Have Water Disconnected	\$30.00			\$13.04.060
	• Disconnection of water service on a temporary or permanent basis				
	Water Service	\$30.00			\$13.04.080
	• Occupant turning on penalty				
Water Resources & Sustainability	Hydrant Meter Rental				
	• (2½") – for construction	\$1,500.00 deposit + 3" meter monthly fee + consumption			\$13.04.140
Water Resources & Sustainability	Sewer Service - Lateral Extension				
	• Gravity Tap	\$280.00	\$300.00		\$13.08.100
	• Force Main Tap	\$3,300.00			
	Utility Billing Late Penalty				
	• If bill not paid until after the due date - minimum penalty	1% of late balance per utility or...			\$13.18.020
		Water - \$5.00			
		Sewer - \$4.00			
		Stormwater - \$1.00			
	• If past due bill is not paid 20 days after the due date	\$10.00 penalty - water			
	Water Utility	\$30.00 weekdays, \$100.00 weekdays after 4:30 PM, all day weekends, & holidays			\$13.18.040
• Reconnection Fee					
Utility Account Set-up Fees					
• Owner Account Setup	\$15.00			\$13.18.055	
	(Water \$8.00, Sewer \$5.00, Stormwater \$2.00)				

2025 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

2025 Table IV				
TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS				
Community-Development Water Resources & Sustainability	Utility Plan Check & Inspection Fees			
	• Watermain			
	– Plan Check	\$415.00 + \$0.52 per...		linear foot
	– Inspections	\$2.85 per ...		linear foot
	• Sewermain, Gravity			
	– Plan Check	\$415.00 + \$0.52 per...		linear foot
	– Inspections	\$2.85 per ...		linear foot
	• Sewermain, Pressure			
	– Plan Check	\$415.00 + \$0.52 per...		linear foot
	– Inspections	\$2.85 per ...		linear foot
	• Sewer Pump Station, Community System			
	– Plan Check	\$1,212.00 for each		
	– Inspections	\$1,212.00 for each		
	• Stormwater System			
	– Plan Check	\$415.00 + \$45.00 per...		acre
	– Storm Pipe Plan Check	\$415.00 + \$0.52 per...		linear foot
	– Stormwater Report Review	\$455.00 per...		report
	– Inspections	\$3.80 per...		linear foot
– Resubmittals (1 hour minimum)	\$600.00 per...		system	
– Resubmittals (1 hour minimum)	\$98.50 per hour starting with 2nd			
• High Groundwater Reviews	\$2,500.00 + \$95.00 per...		hour	
• Latecomers – Streets/Utilities	\$800.00 + \$95.00 per hour after 10 hours + 8%			
• Bonding Agreements, Letters of Credit (providing forms and reviewing documents once complete)	\$120.00			
			\$13.20.030	
			Resolution 494	
Water Resources & Sustainability	Water Meter Testing	\$140.00		\$13.04.400
	Water – Installation charge (service line & meter)	Installation	Meter Size	
		\$3,000.00	\$3,900.00	3/4"
		\$3,400.00	\$4,300.00	1"
		\$7,000.00	\$8,100.00	1-1/2"
		\$7,500.00	\$8,400.00	2"
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*		3"
		*		4"
		*		6"
		*		9"
		*		10"
		*		12"
	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	Installation	Meter Size	\$13.04.360
		\$650.00	3/4"	
		\$760.00	1"	
		\$1,300.00	1-1/2"	
		\$1,600.00	2"	
	* Drop-in charges for meters larger than 2" will be the actual costs of labor and materials for furnishing & installing the meter plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*		3"
		*		4"
		*		6"
		*		8"
		*		10"
	*		12"	
Water – Connection Charges in the General Service Area	Connection Fee	Connection Size	\$13.04.370	
	\$5,079.39	\$5,511.14	3/4"	
	\$8,635.73	\$9,369.77	1"	
	\$16,479.29	\$17,880.03	1-1/2"	
	\$26,920.42	\$29,208.66	2"	
	\$50,793.09	\$55,110.50	3"	
	\$84,653.59	\$91,849.15	4"	
	\$169,138.51	\$183,515.28	6"	
	\$423,141.46	\$459,108.48	8"	
	\$643,577.89	\$698,282.01	10"	
	\$981,838.51	\$1,065,294.78	12"	
Sewer – Connection Charges	Charge			
• Equivalent Residential Unit (ERU)	\$3,018.58	\$3,139.32	\$13.08.090	
• Accessory Dwelling Unit	\$2,113.01	\$2,197.53		
• Multi-Family Unit	\$2,113.01	\$2,197.53		
Sewer – Capacity Development Charge (CDC)				
Change effective January 1, 2021	\$7,080.94 per...	\$7,34.99	ERU	
			\$13.08.090 and LOTT Resolution No. 20-002	

2025 Table V				
PUBLIC SAFETY				
Primary Department	Title	Rate/Fee/Charge	2025 NEW RATES	Code Reference (If Applicable)
Police	Records			
	• Accident Reports to Insurance Company	\$4.00		
	• Incident Reports	\$0.15 per page over 10		
Police	Animal Services	Pursuant to a posted schedule of fees adopted by the joint animal services comission (www.jointanimalservices.org)		\$6.04.040
				\$6.04.060
				\$6.04.070
Police	Police Alarm Systems			
	• Installer ID Card/Renewal	\$25.00 every 5 years		\$8.20.070
	• Alarm Permit Reinstatement			
	• False Alarm			
	– 3rd within 90-day continual period	\$50.00		\$8.20.100
	– 4th within 90-day continual period	\$75.00		
	– 5th and thereafter within 90-days	\$150.00		
Fire	Fire Alarm Systems			
	• False Alarm			
	– 2nd within a calendar year	\$25.00		
	– 3rd alarm and thereafter in a calendar year	\$393.00 - as per WSAOFC for equipment; labor shall be charged at city costs	\$401.00	
Fire	Fireworks			
	• Display Fireworks Application (effective February 21, 2007)	\$100.00		\$8.30.030

2025 Table VI

RECREATION					
Primary Department	Title	Rate/Fee/Charge	2025 NEW RATES	Code Reference (If Applicable)	
Parks & Recreation	Recreation Services				
	• All classes that require an outside instructor	City's fee 30% overhead of class instructor's fee			
	• All classes provided that utilize in-house staff	City's fee shall be in excess of out-of-expense costs by an overhead of 30%			
	• Athletic field use	\$20.00 per hour			
	• Public parks – private event shelter rental				
	• 9:00am – 2:00pm	\$50.00			
	• 3:00pm – 8:00pm	\$50.00			
	• 9:00am – 8:00pm	\$75.00			
	• Youth Baseball League	\$100.00 \$10.00 additional for late registrations		\$110.00	
	• Youth Basketball League	\$110.00 \$10 additional for late registrations		\$120.00	
	• Public Events Permit	\$10.00			\$12.28.020
	• Public Parks – concession/merchandise sales				\$12.32.040
	0-4 hours	\$30.00			
	4-8 hours	\$60.00			
Executive	Street Banners				
	• Banner Permit Fee	\$300.00			

2025 Table VII

UTILITY RATES

Primary Department	Title	Rate/Fee/Charge		2025 NEW RATES	Code Reference (If Applicable)	
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area. *User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (3/4") meter shall be used as the multiplier base.	Meter Size	Current User Fee Base		\$13.04.210	
		3/4"	\$10.28	\$10.90		
		1"	\$17.30	\$18.43		
		1-1/2"	\$22.02	\$25.96		
		2"	\$54.45	\$57.72		
		3"	\$102.71	\$108.87		
		4"	\$171.59	\$181.89		
		6"	\$241.97	\$262.49		
		8"	*	*		
		10"	*	*		
	12"	*	*			
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	140% of water base rate			\$13.04.220	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet		\$13.04.210
		Block 1	0 to 600	\$3.02	\$3.20	
		Block 2	601 to 1,200	\$3.34	\$3.54	
Block 3		1,201 to 2,400	\$3.99	\$4.23		
Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet		\$13.04.210	
	Block 1	0 to 500	\$3.02	\$3.20		
	Block 2	501 to 1,000	\$3.34	\$3.54		
	Block 3	1,001 to 2,000	\$3.99	\$4.23		
Water Monthly Consumption Rate – Non-Residential & within General Service Area	\$3.34 per each 100 cubic feet consumed (Block 2)		\$3.54			
Water Monthly Consumption Rate – Irrigation & within the General Service Area	\$3.99 per each 100 cubic feet consumed (Block 3)		\$4.23			
Water Fill Station Consumption Rate	\$5.24 per each 100 cubic feet consumed (Block 4)		\$5.55			
Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed.	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)			\$13.04.220		
Water Resources & Sustainability	Sewer – Monthly City Wastewater Service Rate & within General Service Area	Type	Monthly Rate		\$13.08.160	
		Single-family	\$23.11 (1.0 ERU)	\$24.73		
		Individual mobile home	\$23.11 (1.0 ERU)	\$24.73		
		Residential Duplex	\$23.11 (1.0 ERU)	\$24.73		
		Multifamily (>2 units)	\$16.18 (0.7 ERU)	\$17.31		
		Mobile home (>2 units)	\$23.11 (1.0 ERU)	\$24.73		
	Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$23.11	\$24.73			
Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	140% of the sewer monthly operations & maintenance use			\$13.08.170		
Water Resources & Sustainability	Sewer – Monthly LOTT Wastewater Service Charge	Type	Monthly Rate		\$13.08.160 and LOTT Resolution No. 20-002	
		Single-family	\$46.37 (1.0 ERU)	\$47.52		
		Individual mobile home	\$46.37 (1.0 ERU)	\$47.52		
		Residential Duplex	\$46.37 (1.0 ERU)	\$47.52		
		Multifamily (>2 units)	\$32.46 (0.7 ERU)	\$33.26		
		Mobile home (>2 units)	\$46.37 (1.0 ERU)	\$47.52		
	Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$46.37	\$47.52			
Stormwater – Monthly Account Fee	\$2.10 on every developed property within the city limits		\$2.27	\$13.12.040		
Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other property not included in the single-family or duplex category.		Unit Type	Charge		\$13.12.050	
	Single-family residential	\$11.97	\$12.93			
	Each duplex-family	\$11.97	\$12.93			
	All other developed properties not defined as single-family residential and duplex family	\$11.97 x Gross Impervious Area/3,250 square feet	\$12.93			
Stormwater - Monthly Service Charge	All mobile residence communities	\$11.97 x 1,800 x available Residence Site / 3,250 feet + \$11.97 x Other Gross Impervious Area / 3,250 square feet	\$12.93	\$13.12.070		

2025 Table VIII (NEW FOR 2025!)

Life-line Program

Primary Department	Title	Rate/Fee/Charge		Code Reference (If Applicable)
Water Resources & Sustainability	Life-line, low-income senior citizen and low-income disabled person rate discounts – Every qualified			
	Water Base Rate Monthly per meter – within the General Service Area (50%)	METER SIZE	BASE FEE (50%)	
		3/4"	\$5.14	
		1"	\$8.70	
		1-1/2"	\$16.96	
		2"	\$27.23	
		3"	\$51.36	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet
		Block 1	0 to 600	\$1.51
		Block 2	601 to 1,200	\$1.67
		Block 3	1,201 to 2,400	\$2.00
		Block 4	2,401 & greater	\$2.62
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)	Charge per each 100 Cubic Feet
		Block 1	0 to 500	\$1.51
		Block 2	501 to 1,000	\$1.67
		Block 3	1,001 to 2,000	\$2.00
		Block 4	2,001 & greater	\$2.62
	Water – Connection Charges in the General Service Area	<u>Connection Fee</u>		<u>Connection Size</u>
		\$2,755.57		3/4"
		\$4,684.89		1"
	Sewer Utility	Monthly City Wastewater Service	\$12.37	
	Sewer – Connection Charges	<u>Charge</u>		
	• Equivalent Residential Unit (ERU)	\$1,569.66		
• Accessory Dwelling Unit	\$1,098.77			
• Multi-Family Unit	\$1,099.77			
Monthly LOTT Wastewater Service Charge (50%)	\$23.76			
Monthly LOTT Wastewater Service Charge Multifamily (>2 units) (50%)	\$16.63			
Storm Utility	Base Rate (50%)		\$1.13	
	Stormwater Monthly Service Charge (50%)		\$6.46	
Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.		WATER: 50% of the applicable connection charge based on connection size.		
		SEWER: 50% of the applicable connection charge based on ERU calculation.		

**RESOLUTION NO. R2024-017
2025 Fee Schedule**

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

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

Section 1. Repealer. Resolution R2023-011, and any prior fee resolution, is hereby repealed in its entirety effective midnight December 31, 2024.

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

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

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

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

Section 5. Effective Date. This Resolution shall become effective January 1, 2025.

RESOLVED this 4th day of November 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

ATTEST:

Melody Valiant, City Clerk

2025 Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Primary Department	Title	Rate/Fee/Charge	Code Reference (if applicable)
Various Departments	Blueprints and Photocopies		\$3.48.020
	Blueprints	\$0.50 per square foot	
	Photocopies	\$0.15 per page over 10	
Transportation & Engineering	GIS Maps (Including Zoning Maps)		
	• City Street Map (36" x 48")	\$12.00	
	• E Size (34" x 44")	\$11.00	
	• D Size (22" x 34")	\$6.00	
	• C Size (17" x 22")	\$5.00	
	<i>Note: Any map printed at a different size than listed here, will be billed to the closest matching size from the list above.</i>		
Community Development	Comprehensive Plan Document, Volume I		\$3.48.030
	• Land Use Plan	\$15.00	
	• Housing Plan	\$8.00	
	• Parks & Recreation Plan	\$5.00	
	• Lands for Public Purpose/EPF Plan	\$5.00	
	• Utilities Plan	\$12.00	
	• Capital Facilities Plan	\$10.00	
	Complete Volume I	\$55.00	
	Comprehensive Plan Document, Volume II		
	• Conservation Plan	\$6.00	
	• Economic Development Plan	\$5.00	
	• Transportation Plan	\$18.00	
	• Joint Plan	\$25.00	
	• <i>Shoreline Master Program (SMP)</i>	\$25.00	
	– SMP for the Thurston Region	\$9.00	
– Deschutes Riparian Habitat Plan	\$5.00		
– Deschutes River Special Area	\$5.00		
– New Market Historic District Plan	\$6.00		
Complete Volume II	\$79.00		
Development Guide			
Disk Copy	\$25.00		
Paper Copy	\$30.00		
Various Departments	Notary Fee for Non-City related documents	\$10.00 each	
Administrative Services	Public Records		\$2.88.060
	• Photocopying	\$0.15 per page over 10	
	• Copies on Compact Discs or DVDs	\$2.00 per CD or DVD	
	• Flash Drives, USB & Other Portable Devices	Actual cost	
	• Postage - if customer requests delivery by U.S.P.S	Actual cost based on weight	
	• Any size manila envelope	\$0.45	
	• Duplicating records in non-routine formats such as photographs, cassettes, videotapes	Actual cost from outside vendor	
• Scanned records, or use of agency equipment for scanning	\$0.10 per page		
• Records uploaded to email, or cloud-based data storage service or other means of electronic delivery	\$0.05 for every 4 electronic files or attachments		
• Records transmitted in electronic format for use of agency equipment to send records electronically	\$0.10 per gigabyte		
Community Development	Public Notice Cost		\$ 3.48.040
	• Sign Posting	\$35.00 per site sign	
	• Other than Site Signs	\$15.00	
	Recording Costs	\$35.00 + auditor fee	\$3.48.010
Finance	Returned Item (check) for any reason	\$30.00	\$3.48.050
Finance	Business Licenses		\$5.04.060
	• Original License	\$50.00	
	• Annual Renewal	\$20.00	
	<i>Note: City business licenses paid through the WA Department of Revenue will be subject to additional state fees, as applicable.</i>		
Community	Business Licenses - (Request for Certificate of Occupancy)		

2025 Table I			
BUSINESS LICENSES, ADMINISTRATIVE & PUBLICATIONS			
Community Development	• Inspection fee for new location or change-in-use (per inspection)	\$110.00	
Finance	Occupational Permits		\$5.06.050
	• Original Permit	\$70.00	
	• Annual Renewal (second & third years)	\$30.00	
	<i>Note: The original permit fee includes the cost of fingerprinting and background check.</i>		
Finance	Sexually Oriented Businesses		
	• Permit Application Fee, and	\$400.00	\$5.50.040
	• Annual Fee	\$640.00 annually	\$5.50.070
	<i>Adult Cabaret Business</i>	\$1,320.00 annually	
	<i>Adult Cabaret Managers</i>		
	• Processing Fee, and	\$50.00	\$5.50.080
	• Annual Fee	\$150.00 annually	
	<i>Models and Escorts</i>		
• Processing Fee, and	\$50.00	\$5.50.090	
• Annual Fee	\$150.00 annually		

2025 Table II				
ZONING, LAND DIVISION & ENVIRONMENTAL				
Primary Department	Title	Rate/Fee/Charge per...	Unit	Code Reference (If Applicable)
Community Development	Appeals			
	• Hearing Examiner			
	– Administrative Appeal*	\$1,500.00		\$18.62.020
	– SEPA Appeal*	\$2,000.00		\$16.04.160
	– Appeal of Impact Fee with Independent Fee Calculation	\$260.00	calculation	\$3.50.140
	*Reimbursed if appeal is substantially upheld			
Community Development	Transportation Impact Fees			\$3.50.130
	<u>Type of Development</u>			ITE Land Use Code
	<i>Residential</i>			
	• Single Family / Duplex (Detached)	\$4,540.00	dwelling	
	Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$3,404.99	dwelling	
	Single Family detached and attached (including duplexes) located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$2,270.00	dwelling	210
	• Multifamily – Apartment	\$2,946.16	dwelling	
	Multi-family dwellings located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing". For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,473.14	dwelling	220
	• Mobile Home Park	\$2,652.06	dwelling	240
	• Senior Adult Housing – Detached	\$970.92	dwelling	251
	• Senior Adult Housing – Attached	\$575.36	dwelling	252
	• Congregate Care	\$611.33	dwelling	253
	• Accessory Dwelling Unit	\$2,210.28	dwelling	
Community Development	Accessory dwelling units located within one-half mile walking distance on a sidewalk or improved path from regular InterCity bus service and meets the federal definition of "Low Income Housing." For example, if a single family home then it must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,473.15	dwelling	
	• Assisted Living	\$508.59	bed	254
	<i>Industrial</i>			

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Light Industrial	\$6.42	SF / GFA	110	
	• Industrial Park	\$5.93	SF / GFA	130	
	• Manufacturing	\$5.01	SF / GFA	140	
	• Warehousing	\$2.28	SF / GFA	150	
	• Mini-Warehouse	\$1.70	SF / GFA	151	
	• High-Cube Warehouse	\$0.78	SF / GFA	152	
	<i>Commercial – Services</i>				
	• Hotel	\$3,030.93	room	310	
	• Motel	\$2,414.48	room	320	
	• Walk-in Bank	\$12.39	SF / GFA	911	
	• Drive-through Bank	\$26.35	SF / GFA	912	
	• Day Care Center	\$32.02	SF / GFA	565	
	• Quick Lubrication Vehicle Shop	\$6,458.83	VSP	941	
	• Automobile Care Center	\$5.45	SF / GFA	942	
	• Gasoline/Service Station	\$17,588.26	VFP	944	
	• Service Station/Minimart	\$12,853.49	VFP	945	
	• Service Station/ Minimart/Carwash	\$13,391.47	VFP	946	
	• Carwash – Self Serve	\$6,410.60	VSP	947	
	• Carwash – Automated	\$89,678.91	VSP	948	
	• Movie Theater	\$265.83	seat	444, 445	
	• Health/Fitness Club	\$18.92	SF / GFA	492, 493	
	<i>Commercial – Institutional</i>				
	• Elementary School	\$3.10	SF / GFA	520	
	• Middle School/Junior High School	\$3.06	SF / GFA	522	
	• High School	\$2.50	SF / GFA	530	
	• Community/Junior College	\$462.34	student	540	
	• College/University	\$809.11	student	550	
	• Church	\$2.60	SF / GFA	560	
	• Hospital	\$7.30	SF / GFA	609	
	• Nursing Home	\$2.65	SF / GFA	620	
	<i>Commercial - Restaurant</i>				
	• Quality Restaurant	\$18.32	SF / GFA	931	
	• High Turnover (sit down) Restaurant	\$27.75	SF / GFA	931	
	• Fast Food Restaurant w/out Drive Thru	\$33.59	SF / GFA	933	
	• Fast Food Restaurant with Drive Thru	\$44.34	SF / GFA	934	
	• Tavern/Drinking Place	\$32.18	SF / GFA	935	
• Coffee/Donut Shop w/out Drive Thru	\$52.33	SF / GFA	936		
• Coffee/Donut Shop with Drive Thru	\$55.14	SF / GFA	937		
• Coffee/Donut Shop with Drive Thru and with no inside seating	\$21.18	SF / GFA	938		
Community Development	<u>Type of Development</u>			<u>ITE Land Use Code</u>	
	<i>Commercial – Office</i>				
	• General Office Building	\$9.76	SF / GFA	710	
	• Government Office Building	\$12.24	SF / GFA	730	
	• Medical-Dental Office/Clinic	\$21.33	SF / GFA	720	
Community Development	<i>Commercial –</i>				
	• Retail Shopping Center -				
	up to 49,999 sq. ft.	\$7.04	SF / GLA	820	
	50,000 – 99,999	\$7.82	SF / GLA	820	
	100,000 – 199,999	\$7.89	SF / GLA	820	
	200,000 – 299,999	\$8.03	SF / GLA	820	
	300,000 – 399,999	\$8.28	SF / GLA	820	
	400,000 sq. ft. or more	\$8.81	SF / GLA	820	
	• Automobile Parts Sales	\$9.19	SF / GFA	843	
	• Car Sales – New/Used	\$11.47	SF / GFA	841	
	• Convenience Market	\$34.11	SF / GFA	851	
	• Discount Club	\$8.77	SF / GFA	861	
	• Electronic Superstore	\$9.19	SF / GFA	863	
	• Toy Superstore	\$8.10	SF / GFA	864	
	• Furniture Store	\$0.47	SF / GFA	890	
	• Hardware/Paint Store	\$9.64	SF / GFA	816	
	• Home Improvement Superstore	\$3.32	SF / GFA	862	
	• Nursery/Garden Center	\$7.68	SF / GFA	817	
	• Pharmacy/Drugstore w/out Drive Thru	\$8.65	SF / GFA	880	
	• Pharmacy/Drugstore with Drive Thru	\$11.53	SF / GFA	881	
• Supermarket	\$18.13	SF / GFA	850		
• Tire Store	\$8.07	SF / GFA	848		
• Tire Superstore	\$4.10	SF / GFA	849		

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

	Cost per New Trip Generated:	\$3,852.88		
SOURCE: ITE, "Trip Generation, 8th Edition"				
Notes: ¹ Abbreviations:				
SF = Square Feet		VSP = Vehicle Service Position		
GFA = Gross Floor Area		VFP = Vehicle Fueling Position		
GLA = Gross Leasable Area				
² Annual Escalator: Transportation Impact Fees will be adjusted annually, based on the Engineering News Record Construction Cost Index for the Seattle, Washington, area as reported for July to establish the fee schedules effective January 1st of the subsequent year.				
Community Development	Olympia School District No. 111 School Impact Fees			\$3.50.135 and Olympia School District Resolution No. 653
	<i>Type of Residential Development</i>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$0.00 (fee suspended for 2025)	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	\$0.00 (fee suspended for 2025)	dwelling	
	• Multi Family Downtown	\$0.00 (fee suspended for 2025)	dwelling	
Community Development	Tumwater School District No. 33 School Impact Fees			\$3.50.135 and Tumwater School District Resolution No. 02-23-24
	<i>Type of Residential Development</i>			
	• Single Family (includes townhouses, duplexes, and manufactured homes).	\$5,700.00	dwelling	
	• Multi Family (three units or more and accessory dwelling units).	\$1,185.00	dwelling	
Community Development	Independent Fee Calculations			\$3.50.140
	• Applicant chooses to prepare IFC			
	– Administrative Processing fee	\$525.00		
	– Deposit on Review Costs of IFC*	\$525.00		
	*Balance refunded or additional costs collected as a precondition to building permit issuance.			
Community Development	Park Impact Fees			
	<i>Type of Residential Development</i>			
	• Single Family, Detached	\$3,726.86	housing unit	
	• Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	\$1,863.43	housing unit	
	• Single Family Detached and Attached (including duplexes) that are less than 1200 square feet floor area. Not to be used with any other impact or permit fee discounts.	\$2,795.15	housing unit	
	• Single Family, Attached (and duplexes)	\$2,784.68	housing unit	

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

	<ul style="list-style-type: none"> • Single Family Detached. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling unit is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. 	\$1,392.34	housing unit	
	<ul style="list-style-type: none"> • Manufactured Home (mobile home) 	\$2,227.71	housing unit	
	<ul style="list-style-type: none"> • Multi Family (3-4 units per structure) 	\$2,746.11	housing unit	
	<ul style="list-style-type: none"> • Multi Family (3-4 units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. 	\$1,373.06	housing unit	\$3.52.070
Community Development	Park Impact Fees (Continued)			
	<ul style="list-style-type: none"> • Multi Family (5+ units per structure) 	\$2,413.12	housing unit	
	<ul style="list-style-type: none"> • Multi Family (5+ units per structure). If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or within one-half mile of a public park at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. 	\$1,373.06	housing unit	
	<ul style="list-style-type: none"> • Accessory Dwelling Unit 	\$1,670.78	housing unit	
Community Development	<ul style="list-style-type: none"> • Accessory Dwelling Unit. If an active park/open space area at least one-half acre in size is included in the development in which the dwelling is being built or the dwelling is within one-half mile of a public park that is at least one-half acre in size. The home must meet the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. 	\$1,113.86	housing unit	
	Impact Fee Deferral Program			
	<ul style="list-style-type: none"> • Administrative Application Fee 	\$100.00	application	\$3.50.130
				\$3.52.070

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	Wireless Communication Antennas			
	• Wireless Communication (WCF) Permits			
	– Accessory (requiring WCF permit)	\$110.00	antenna	
	– Attached WCF	\$330.00	carrier	
	– Freestanding WCF	\$1,100.00	structure	
	– Co-location on freestanding WCF	\$330.00	carrier	
	• WCF Administrative Site Plan Review	Same as regular SPR fees		
	• Conditional Use Permit	Same as zoning CUP fees		
	• Request for Administrative Deviation	\$247.50	request	
	Telecommunications in Rights-of-Way			\$3.52.069
	• Telecommunications Right-of-Way Use			
	– Right-of-Way (ROW) Use Authorization	\$1,700.00		\$11.06.010
	• Telecommunications Franchise/Master Permit Application	\$5,550.00		\$11.06.020
	• Master Permit Renewal Application	\$2,800.00		\$11.06.120
	– Annual Fee	\$500.00		\$11.06.160
	– Supplemental Site Permit	\$500.00 (up to 5)		\$11.06.110
		\$100.00 (after 5)		
	\$1,000.00	new pole		
	\$270.00 pole rent	year		
• Telecommunications Facilities Lease				
– Lease Application	\$500.00		\$11.08.020	
– Renewal of Lease	\$225.00		\$11.08.120	
Community Development	Site Plan Review			
	• Feasibility Site Plan Review*			
	– One Acre or less	\$80.00		
	– Greater than 1 Acre	\$137.50		
	*Credited toward Preliminary Site Plan Fee			
	• Preliminary Site Plan Review			
	– One Acre or less	\$330.00		
	– Greater than 1 Acre	\$440.00		
	• Preliminary Site Plan Resubmittal			
	– One Acre or less	\$165.00		
	– Greater than 1 Acre	\$275.00		
	• Formal Site Plan Review			
	– One Acre or less	\$220.00		
	– Greater than 1 Acre	\$385.00		
	• Formal Site Plan Review Resubmittal			
	– One Acre or less	\$80.00		
	– Greater than 1 Acre	\$220.00		
Multi-Family Tax Exemption	\$100.00			
• Design Plan Review	2.5% of the Building Permit		\$18.43.010	
• Landscape Plan Review**	\$220.00		\$18.47.020	
**Applies only to landscape plans required under §18.47.020				
• Exterior Illumination***				
– Issuance and Inspection Fee	\$55.00 +...	\$7.50 per fixture	\$18.40.035	
– Plan Review Fee	65% of above lighting fee			
***Applies to non-residential applications 4,000 square feet or larger in area				
• Request for Parking Modification	\$275.00		\$18.50.075	
Water Resources & Sustainability	Drainage Manual Administration			
	• Adjustment application	\$500.00		\$13.12.015
	• Variance and Exception application	\$1,000.00		
	Protection of Trees & Vegetation			
	• Land clearing application & review	\$110.00		
	• Work by City Tree Professional	Consultant Cost	hour	
	• Land Clearing Permit			
	Protection of Trees & Vegetation (Continued)			
– Less than 30 Trees	\$135.00			
– 30 Trees or more	\$220.00			
• Add'l Review or Inspections after one hour	\$66.00	hour	\$16.08.050	

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

Community Development	• Investigation Charge for Land Clearing without required Permit	Double application and permit fee for tree cutting without a permit		
	• Request for Land Clearing Modification	\$385.00		
	• Replacement Tree Mitigation Fee	\$400.00		\$16.08.070
	Environmental Policy			
	• Environmental SEPA Checklist	\$880.00		\$16.04.190
	• Expanded Environmental Checklist	\$880.00, plus consultant cost		
	• Environmental Impact Statement (EIS)	\$880.00, plus consultant		
	• Addendum to Environmental Documents	\$220.00		
	Wetland Protection Standards			
	• Wetland Permit Application	\$440.00		\$16.28.140
	• Reasonable Use Exception	\$880.00		\$16.28.190
	Fish and Wildlife Habitat Protection			
	• Reasonable Use Exception	\$880.00		\$16.32.097
Community Development	Land Divisions			
	• Boundary Line Adjustment	\$450.00		\$17.02.160
	• Lot Consolidation	\$450.00		
	• Preliminary Binding Site Plan	\$770.00 +...	\$27.50 per lot	
	• Final Binding Site Plan	\$440.00 +...	\$27.50 per lot	
	• Preliminary Plat	\$2,750.00 +...	\$38.50 per lot	
	• Final Plat	\$1,650.00 +...	\$38.50 per lot	
	• Preliminary Short Plat	\$1,100 +...	\$55.00 per lot	
	• Final Short Plat	\$440.00 +...	\$55.00 per lot	
	• Preliminary PUD (includes limited overlay zone)	\$1,320 +...	\$33.00 per lot	
	• Final PUD	\$935.00		
	• Preliminary Plat Extension	\$550.00		
	• Replats, Vacations, and Alterations			
	– Replats	Same as Preliminary and		
– Vacations	\$450.00			
– Alterations	\$450.00			
Community Development	Zoning			
	• Certificate of Appropriateness	\$110.00		\$2.62.060
	• Zoning Certification Letter	\$82.50		
	• Planned Unit Development	Same as preliminary and final PUD		\$18.36.030
	• Home Occupation	See Business Licenses		\$18.42.030
	• Mobile Home Installation*			\$18.48.010
	– Single	\$150.00 + plumbing fees		
	– Double	\$175.00 + plumbing fees		
	– Triple	\$200.00 + plumbing fees		
	• Title Elimination Inspection Fee	\$170.00		
	• Title Elimination Review	\$110.00		
	* plus footing, foundation, skirting, and tie downs			
	• Mobile Home Park – Site Plan			
	– Preliminary	\$1,000.00 +...	\$30 per unit	\$18.48.130
– Final	\$750.00 +...	\$30 per unit		
• Conditional Use Permit	\$2,090.00		\$18.56.020	
• Variance	\$1,000.00		\$18.58.020	
Community Development	• Rezone	\$1,500.00		\$18.60.065
	Zoning			
	• Comprehensive Plan			
	– Map Amendment	\$1,500.00		\$18.60.065
	• Annexations			
	– Not in an Unincorporated Island	\$200.00	acre, Maximum of \$4,000	
	– In Unincorporated Islands	No fee (\$0.00)		
	• Sign			
	– Application for Conditional Exemption	\$20.00	sign	\$18.44.075
	Shoreline Management Act			
	• Shoreline Exemption Letter	\$200.00		Resolution 250
	• Substantial Development Permit	\$1,600.00		
	• Conditional Use	\$1,750.00		
	• Variance	\$1,750.00		
• Shoreline Permit Time Extension	\$500.00			
Transportation Concurrency				
• Concurrency Application	\$170.00		\$15.48.040	

2025 Table II

ZONING, LAND DIVISION & ENVIRONMENTAL

•Traffic Impact Analysis (TIA) Review

\$260.00

2025 Table III				
BUILDING & FIRE SAFETY				
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)	
Community Development	Building Code			
	Building Permit Fee Schedule (including signs)		\$15.01.070	
	Total Valuation	Fee		
	Single family (detached and attached), Accessory Dwelling Units, and multi-family housing that meets the federal definition of "Low Income Housing". The home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rental, or lease of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	50% of the calculated building permit fee using the table of fees in this section		
	\$1.00 to \$500	\$43.48		
	\$501 to \$2,000	\$43.48 for the first \$500 plus \$5.64 for each additional \$100 or fraction thereof, to and including \$2,000		
	\$2,001 to \$25,000	\$151.04 for the first \$2,000 plus \$25.90 for each additional \$1,000 or fraction thereof, to and including \$25,000		
	\$25,001 to \$50,000	\$742.50 for the first \$25,000 plus \$18.69 for each additional \$1,000 or fraction thereof, to and including \$50,000		
	\$50,001 to \$100,000	\$1,203.89 for the first \$50,000 plus \$12.95 for each additional \$1,000 or fraction thereof, to and including \$100,000		
	\$100,001 to \$500,000	\$3,291.80 for the first \$100,000 plus \$18.55 for each additional \$1,000 or fraction thereof, to and including \$500,000		
\$500,001 to \$1,000,000	\$10,664.10 for for the first \$500,000 plus \$15.74 for each additional \$1,000 or fraction thereof, to and including \$1,000,000			
\$1,000,001 and up	\$18,578.99 for the first \$1,000,000 plus \$12.10 for each additional \$1,000 or fraction thereof			
Community Development	Other Inspection and Fees			
	1. Commercial building plan review fee	65% of the building permit fee		
	2. One and two family, garages and accessory buildings < 1400 sq. ft.	25% of the building permit fee		
	2.a. One and two family and accessory dwelling units < 1400 sq. ft. that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income.	12.5% of the building permit fee		
	3. One and two family > 1400 sq. ft. and pole barns	50% of the building permit fee		
	3.a. Both single family housing > 1400 sq. ft. and multi-family housing that meet the federal definition of "Low Income Housing". For example, if single family then the home must be affordable to those making 80% of the median income. An affidavit must be submitted with the building permit application stating that the home meets the definition of low income and that a deed/title restriction will be placed on the home and recorded so that future sales, rentals, or leases of the home will also abide by the requirements of this section and be affordable to those making 80% of the median income. Not to be used with any other impact fee discounts except the building permit fee discount for low income housing listed above.	25% of the building permit fee		
	4. 1 st Plan Review Extension Fee	5% of plan review fee OR \$25.00, whichever is greater.		
	2 nd Plan Review Extension Fee	10% of plan review fee OR \$25.00, whichever is greater.		
	<i>Continued on next page</i>			
	5. 1 st Permit Extension Fee	5% of permit fee OR \$25.00, whichever is greater.		

2025 Table III			
BUILDING & FIRE SAFETY			
	2 nd Permit Extension Fee	10% of permit fee OR \$25.00, whichever is greater.	
	8. One-and-Two Family Re-Roof permit.	\$170	
	9. Commercial Re-Roof permit.	Based on valuation and the fee schedule	
Community Development	Other Inspection and Fees (continued)		
	10. Inspections outside of normal inspection hours (minimum charge - 1 hour)	\$110.00 per hour	
	11. Reinspection fees assessed under provisions of Section 108	\$110.00 per hour	
	12. Inspections for which no fee is specifically indicated (minimum charge – 1 hour)	\$110.00 per hour	
	13. Additional plan review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$110.00 per hour	
	14. For use of outside consultants for plan checking or inspection	Actual cost plus 8% administrative fees	
Community Development	ENERGY CODE FEES		
	Energy Code Plan Check Fee		
	Single Family	\$110.00	
	Residential Remodel/Addition	\$60.00	
	Multi-Family	\$210.00	
	New Commercial Building		
	0 to 12,000 sq. ft.	\$210.00	
	12,001 to 60,000 sq. ft.	\$395.00	
	60,001 to 200,000 sq. ft.	\$770.00	
	200,000 sq. ft. and over	\$1,520.00	
	Remodels and Tenant Improvements	50% of the new commercial fee	
	Warehouses	50% of the new commercial building fee	
	GRADING PERMIT FEES		
	Grading Plan Review Fees		
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$47.00	
	101 to 500 cubic yards	\$94.00	
	501 to 1,000 cubic yards	\$187.00	
1,001 to 5,000 cubic yards	\$280.00		
5,001 to 10,000 cubic yards	\$374.00		
10,001 to 100,000 cubic yards	\$375.00 for 1st 10,000 cubic yards plus \$24.50 for each additional 10,000 cubic yards or fraction thereof		
Community Development	100,001 cubic yards or more	\$1,000.00 for the 1st 100,000 cubic yards plus \$13.25 for each additional 10,000 cubic yards or fraction thereof	
	Other Fees		
	Additional plans review required by changes, additions or revisions to approved plans (minimum charge - 1 hour)	\$110.00 per hour	
	Grading Permit Fees		
	For the issuance of each permit	\$30.00	
	100 cubic yards or less (no cut\fill greater than 12 inches)	\$55.00	
	101 to 500 cubic yards	\$170.00	
	501 to 1,000 cubic yards	\$340.00	
	1,0001 to 5,000 cubic yards	\$680.00	
	5,001 to 10,000 cubic yards	\$1,360.00	
10,001 cubic yards or more	\$1,360.00 for 1st 10,000 cubic yards plus \$42.50 for each additional 10,000 yards or fraction thereof		
Community Development	Certificates of Occupancy		
	°Temporary Certificates of Occupancy		
	-One or Two Family	\$25.00	
	-Commercial/Industrial/Multi-family	\$100.00	
	-Renewal	\$200.00	
	°Final Certificates of Occupancy		
	- One or Two-Family	No fee	
	- Commercial/Industrial/Multi-family	No fee	
	°Business License		
	- Request for Certificate of Occupancy	\$110.00	
	Mechanical Code		
	• Mechanical Permit	Stand alone commercial mechanical permits based on valuation.	
	• Mechanical Plan Review	65% of permit fee	
For the issuance of each permit	\$40.00		
For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$35.00		
	Unit Fee Schedule		

2025 Table III		
BUILDING & FIRE SAFETY		
Community Development	Furnaces	
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such appliance, up to and including 100,000 Btu/h	\$25.00
	For the installation or relocation of each forced air or gravity-type furnace, floor furnace, suspended heater, or burner, including ducts and vents attached to such an appliance over 100,000Btu/h	\$30.00
	Boilers, Compressors and Refrigeration Units	
	For the installation or relocation of each boiler or compressor to and including three horsepower or for each absorption system to and including 100,000 Btu/h	\$25.00
Community Development	Boilers, Compressors and Refrigeration Units (continued)	
	For the installation or relocation of each boiler or compressor over three horsepower to and including 15 horsepower or for each absorption system over 100,000 Btu/h to and including 500,000 Btu/h	\$40.00
	For the installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or for each absorption system over 500,000 Btu/h to and including 1,000,000Btu/h	\$45.00
	For the installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or for each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h	\$65.00
	For the installation or relocation of each boiler or compressor over 50 horsepower, or for each absorption system over 1,750,000 Btu/h	\$110.00
	Air Handlers	
	For each air-handling unit to 10,000 cubic feet per minute	\$25.00
	For each air-handling unit over 10,000 cubic feet per minute	\$30.00
	Photo-Voltaic Solar Panels	
	Roof mounted; One-and-Two Family Dwellings	\$260.00
	Photo-Voltaic Solar Panels; Commercial	Based on valuation and the fee schedule
	Evaporative Coolers	
	For each evaporative cooler other than the portable type	\$20.00
	Ventilation and Exhaust	
	For each vent fan connected to a single duct	\$15.00
	For each system not a part of a permitted HVAC system	\$20.00
	For each non-residential type I hood (grease)	\$175.00
	Ventilation and Exhaust	
	For each non-residential type II hood (steam)	\$95.00
	Water Heaters	
Residential	\$25	
Commercial	\$50.00	
Gas Piping		
For each gas pipe system of one to four outlets	\$15.00	
For each gas piping system additional outlets over 5	\$2.00 each	
Community Development	Miscellaneous	
	For each appliance or piece of equipment regulated by the Mechanical Code but not classed in other appliance categories, or for which no other fee is listed in the Code	\$20.00
	Other Inspections and Fees	
	1. Mechanical plan review fee	65% of the mechanical permit fee
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$110.00
	3. 1 st Plan Review Extension Fee	5% of plan review fee OR \$25.00, whichever is greater.
2 nd Plan Review Extension Fee	10% of plan review fee OR \$25.00, whichever is greater.	
4. 1 st Permit Extension Fee	5% of permit fee OR \$25.00, whichever is greater.	

2025 Table III		
BUILDING & FIRE SAFETY		
Community Development	2 nd Permit Extension fee	10% of permit fee OR \$25.00, whichever is greater.
	5. Reinspection fees per inspection	10% of permit fee OR \$25.00, whichever is greater.
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$110.00 per hour
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$110.00 per hour
	8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee
Community Development	Plumbing Code	
	• Plumbing Permit	\$40.00
	• Plumbing Plan Review	
	• Backflow Protection Device	
	For the issuance of each permit	
	• Commerical Plumbing Permit	Stand alone commercial plumbing permits based on valuation
	For issuing each supplemental permit for which the original permit has not expired, been canceled or finalized	\$35.00
	Fee for review of septic system applications from County Health Department	\$35.00
	Unit Fee Schedule	
	For each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping and backflow protection therefore)	\$20.00
	For each building sewer and each trailer park sewer	\$35.00
	Rainwater systems - per drain	\$20.00
	For each residential sewer grinder	\$30.00
	For each commercial sewer grinder	\$95.00
	<i>Continued on the next page</i>	
	Plumbing Code (continued)	
	For each electric water heater	\$25.00
	For each pre-treatment grease or oil interceptor including its trap and vent	\$30.00
	For each installation, alteration or repair of water piping and/or water treating equipment	\$15.00
	For repair or alteration of drainage or vent piping, each fixture	\$15.00
	For each commercial lawn sprinkler system on any one meter	\$25.00
	For atmospheric type vacuum breakers	
	– 1 to 5	\$20.00
	– Over 5, each	\$5.00
	For each backflow device other than atmospheric type vacuum type breakers	
	– 2 inches and smaller	\$15.00
	– Over 2 inches	\$30.00
Expansion Tank	\$20.00	
Community Development	Other Inspections and Fees	
	1. Commerical Plumbing Plan Review Fee	65% of the plumbing permit fee
	2. Inspection fees outside normal inspection hours (minimum charge – 1 hour)	\$110.00 per hour
	3. Reinspection fees per inspection (minimum charge – 1 hour)	\$110.00 per hour
	4. 1 st Plan Review Extension Fee	5% of plan review fee OR \$25.00, whichever is greater.
	2 nd Plan Review Extension Fee	10% of plan review fee OR \$25.00, whichever is greater.
	5. 1 st Permit Extension Fee	5% of permit fee OR \$25.00, whichever is greater.
	2 nd Permit Extension Fee	10% of permit fee OR \$25.00, whichever is greater.
	6. Inspection for which no fee is specifically indicated (minimum charge – 1 hour)	\$110.00 per hour
	7. Additional plan review required by changes, additions, or revisions to plans or to plans for which an initial review has been completed (minimum charge – 1 hour)	\$110.00 per hour
8. For use of outside consultants for plan checking or inspection, or both	Actual cost + 8% administrative fee	

2025 Table III

BUILDING & FIRE SAFETY

2025 Table III		
BUILDING & FIRE SAFETY		
Community Development	Moving of Buildings	
	• Permit Application	\$500.00 + building and demolition permits, as applicable
	• Traffic Officer Fee	Fully-based rate + materials
Fire & Emergency Services	Fire Code	
	Fire Safety	
	• Fire Safety – Inspection Fee & Permitting	Based on Valuation
	• Underground Storage Tank Removal	
	– Residential	Based on Valuation
	– Commercial	Based on Valuation
	• Fire Sprinkler Permit	Based on Valuation
	• Fire Sprinkler Plan Check	65% of permit fee
	Fire Alarm Systems	
	• Fire Alarm Installation Permit	Based on Valuation
	• System Retest	\$110.00 per hour
	• Fire Alarm Plan Check	65% of permit fee
	Fire Hydrant (fireflow) Test	\$180.00
	Fire Inspection Fees	
	Square Footage Factor:	
	1 = 0 - 2,500 square feet	\$20.00
	2 = 2,501 - 7,500 square feet	\$40.00
	3 = 7,501 - 50,000 square feet	\$60.00 + hourly rate of \$80.00
	4 = 50,001 square feet + >	\$80.00 + hourly rate of \$80.00
Non-compliance and Reinspection Fee	\$80.00 per hour	

2025 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

Primary Department	Title	Rate/Fee/Charge	Unit	Code Reference (If Applicable)
Transportation & Engineering	Right-of-Way License (includes projections over ROW)			
	• Application Fee	\$275.00 + license rate		§3.40.010
	• Five-Year License Rate			
	– 1 to 1,000 square feet	\$155.00		§3.40.020
	– 1,001 to 5,000 square feet	\$208.00		
	– 5,001 to 20,000 square feet	\$260.00		
– More than 20,000 square feet	Negotiable			
Transportation & Engineering	Right-of-Way Access/Utility Permit			
	• General	\$115.00		§12.16.050
	• Residential (1-single family or duplex; lots of record; includes erosion control)			
	– Street Only or 1 Utility Use	\$145.00		
	– Multiple	\$285.00		
	• Private Utility			
	– Overhead			
	Plan Check	\$186 for 1st 150' +-\$0.10 per 1' thereafter		
	Inspection	\$186 for 1st 150' +-\$0.10 per 1' thereafter		
	– Underground			
	Plan Check	\$415.00 + \$0.36 per ...	linear foot	
	Inspection	\$2.00 per...	linear foot	
– Single Service	\$57.00			
Transportation & Engineering	Street & Alley Vacation			§12.04.020
	• Application Fee	\$515.00		
	• Publishing Notice	\$182.00		
	• Acquisition Cost	Up to 50% of the assessed or appraised value		
Transportation & Engineering	Street Construction and Restoration			§12.18.030
	• Street, Curbs, and Sidewalks			
	– Plan Check	\$415 + \$0.57 per...	linear foot	
	– Inspections	\$2.50 per linear foot	linear foot	
	• Street Lighting			
	– Plan Check	\$415.00 + \$0.57 per ...	linear foot	
	– Inspections	\$1.25 per...	linear foot	
	• Street Signals			
– Plan Check	\$1,255.00 per...	Signal		
– Inspections	\$1,710.00 per...	Signal		
Transportation & Engineering	Street Disruption Fee			§12.16.060
	• 1 st year	5 times construction cost		
	• 2 nd year	4 times construction cost		
	• 3 rd year	3 times construction cost		
	• 4 th year	2 times construction cost		
	• 5 th year	1 times construction cost		
Water Resources & Sustainability	Notice Required to Have Water Disconnected			§13.04.060
	• Disconnection of water service on a temporary or permanent basis	\$30.00		
	Water Service			§13.04.080
	• Occupant turning on penalty	\$30.00		
	Hydrant Meter Rental			§13.04.140
	• (2½") – for construction	\$1,500.00 deposit + 3" meter monthly fee + consumption		
	Sewer Service - Lateral Extension			§13.08.100
	• Gravity Tap	\$300.00		
	• Force Main Tap	\$3,300.00		
	Utility Billing Late Penalty			§13.18.020
• If bill not paid until after the due date	1% of late balance per utility or...			
– minimum penalty	Water - \$5.00			
	Sewer - \$4.00			
	Stormwater - \$1.00			

2025 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

	• If past due bill is not paid 20 days after the due date	\$10.00 penalty - water			
	Water Utility	\$30.00 weekdays, \$100.00 weekdays after 4:30 PM, all day weekends, & holidays		\$13.18.040	
	• Reconnection Fee				
	Utility Account Set-up Fees				
	• Owner Account Setup	\$15.00		\$13.18.055	
		(Water \$8.00, Sewer \$5.00, Stormwater \$2.00)			
Water Resources & Sustainability	Utility Plan Check & Inspection Fees				
	• Watermain				
	– Plan Check	\$415.00 + \$0.52 per...	linear foot		
	– Inspections	\$2.85 per ...	linear foot		
	• Sewermain, Gravity				
	– Plan Check	\$415.00 + \$0.52 per...	linear foot		
	– Inspections	\$2.85 per ...	linear foot		
	• Sewermain, Pressure				
	– Plan Check	\$415.00 + \$0.52 per...	linear foot		
	– Inspections	\$2.85 per ...	linear foot		
	• Sewer Pump Station, Community System			\$13.20.030	
	– Plan Check	\$1,212.00 for each			
	– Inspections	\$1,212.00 for each			
	• Stormwater System				
	– Plan Check	\$415.00 + \$45.00 per...	acre		
	– Storm Pipe Plan Check	\$415.00 + \$0.52 per...	linear foot		
	– Stormwater Report Review	\$455.00 per...	report		
	– Inspections	\$3.80 per...	linear foot		
		\$600.00 per...	system		
		– Resubmittals (1 hour minimum)	\$98.50 per hour starting with 2nd		
	• High Groundwater Reviews	\$2,500.00 + \$95.00 per...	hour		
	• Latecomers – Streets/Utilities	\$800.00 + \$95.00 per hour after 10 hours + 8%			
	• Bonding Agreements, Letters of Credit (providing forms and reviewing documents once complete)	\$120.00		Resolution 494	
	Water Meter Testing	\$140.00		\$13.04.400	
	Water – Installation charge (service line & meter)	<u>Installation</u>	<u>Meter Size</u>		
		\$3,900.00	3/4"		
		\$4,300.00	1"		
		\$8,100.00	1-1/2"		
		\$8,400.00	2"		
	* For meters larger than 2" the charge will be the actual cost of labor & materials for furnishing and installing the meter, plus an amount equal to 25% of the cost of labor and materials for overhead expenses.	*	3"	\$13.04.360	
		*	4"		
		*	6"		
		*	9"		
		*	10"		
		*	12"		
Water Resources & Sustainability	Water – Drop-In Meter charge (charge if the service line has been installed by the developer or property owner)	<u>Installation</u>	<u>Meter Size</u>	\$13.04.360	
		\$650.00	3/4"		
		\$760.00	1"		
		\$1,300.00	1-1/2"		
		\$1,600.00	2"		
		*	3"	\$13.04.360	
		*	4"		
		*	6"		
		*	8"		
		*	10"		
		*	12"		
		Water – Connection Charges in the General Service Area	<u>Connection Fee</u>	<u>Connection Size</u>	\$13.04.370
			\$5,511.14	3/4"	
		\$9,369.77	1"		
		\$17,880.03	1-1/2"		
		\$29,208.66	2"		
		\$55,110.50	3"		
		\$91,849.15	4"		

2025 Table IV

TRANSPORTATION, ENGINEERING, UTILITIES & UTILITY CONNECTIONS

		\$183,515.28	6"	
		\$459,108.48	8"	
		\$698,282.01	10"	
		\$1,065,294.78	12"	
	Sewer – Connection Charges	<u>Charge</u>		
	• Equivalent Residential Unit (ERU)	\$3,139.32		\$13.08.090
	• Accessory Dwelling Unit	\$2,197.53		
	• Multi-Family Unit	\$2,197.53		
	Sewer – Capacity Development Charge (CDC)			\$13.08.090 and LOTT Resolution No. 20-002
	Change effective January 1, 2021	\$7,434.99 per...	ERU	

2025 Table V			
PUBLIC SAFETY			
Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Police	Records		
	• Accident Reports to Insurance Company	\$4.00	
	• Incident Reports	\$0.15 per page over 10	
Police	Animal Services	Pursuant to a posted schedule of fees adopted by the joint animal services comission (www.jointanimalservices.org)	\$6.04.040
			\$6.04.060
			\$6.04.070
Police	Police Alarm Systems		
	• Installer ID Card/Renewal	\$25.00 every 5 years	\$8.20.070
	• Alarm Permit Reinstatement		
	• False Alarm		
	– 3rd within 90-day continual period	\$50.00	\$8.20.100
– 4th within 90-day continual period	\$75.00		
– 5th and thereafter within 90-days	\$150.00		
Fire	Fire Alarm Systems		
	• False Alarm		
	– 2nd within a calendar year	\$25.00	
	– 3rd alarm and thereafter in a calendar year	\$401.00 - as per WSAOFC for equipment; labor shall be charged at city costs	
Fire	Fireworks		
	• Display Fireworks Application (effective February 21, 2007)	\$100.00	\$8.30.030

2025 Table VI

RECREATION

Primary Department	Title	Rate/Fee/Charge	Code Reference (If Applicable)
Parks & Recreation	Recreation Services		
	• All classes that require an outside instructor	City's fee 30% overhead of class instructor's fee	
	• All classes provided that utilize in-house staff	City's fee shall be in excess of out-of-expense costs by an overhead of 30%	
	• Athletic field use	\$20.00 per hour	
	• Public parks – private event shelter rental		
	• 9:00am – 2:00pm	\$50.00	
	• 3:00pm – 8:00pm	\$50.00	
	• 9:00am – 8:00pm	\$75.00	
	• Youth Baseball League	\$110.00 \$10.00 additional for late registrations	
	• Youth Basketball League	\$120.00 \$10 additional for late registrations	
	• Public Events Permit	\$10.00	\$12.28.020
	• Public Parks – concession/merchandise sales		\$12.32.040
0-4 hours	\$30.00		
4-8 hours	\$60.00		
Executive	Street Banners		
	• Banner Permit Fee	\$300.00	

2025 Table VII

UTILITY RATES

Primary Department	Title	Rate/Fee/Charge		Code Reference (If Applicable)	
Water Resources & Sustainability	Water Base Rate Monthly per meter – within the General Service Area. *User fee base rates shall be established based on AWWA Standards for meter equivalency. A three-quarter inch (3/4") meter shall be used as the multiplier base.	Meter Size	Current User Fee Base	\$13.04.210	
		3/4"	\$10.90		
		1"	\$18.43		
		1-1/2"	\$35.96		
		2"	\$57.72		
		3"	\$108.87		
		4"	\$181.89		
		6"	\$362.49		
		8"	*		
		10"	*		
	12"	*			
	Water Base Rate Monthly per meter – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with the City to petition in favor of annexation has been filed.	140% of water base rate		\$13.04.220	
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area	Block 1	Volume of Water Used (Cubic Feet) 0 to 600	Charge per each 100 Cubic Feet \$3.20	\$13.04.210
		Block 2	601 to 1,200	\$3.54	
Block 3		1,201 to 2,400	\$4.23		
Block 4		2,401 & greater	\$5.55		
Block 1		Volume of Water Used (Cubic Feet) 0 to 500	Charge per each 100 Cubic Feet \$3.20	\$13.04.210	
Block 2	501 to 1,000	\$3.54			
Block 3	1,001 to 2,000	\$4.23			
Block 4	2,001 & greater	\$5.55			
Water Monthly Consumption Rate – Non-Residential & within General Service Area	\$3.54 per each 100 cubic feet consumed (Block 2)				
Water Monthly Consumption Rate – Irrigation & within the General Service Area	\$4.23 per each 100 cubic feet consumed (Block 3)				
Water Fill Station Consumption Rate	\$5.55 per each 100 cubic feet consumed (Block 4)				
Water Monthly Consumption Rate – for all users in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed.	140% of water consumption rate all category types (single family & duplex, multi-family units, non-residential and irrigation)		\$13.04.220		
Water Resources & Sustainability	Sewer – Monthly City Wastewater Service Rate & within General Service Area	Type	Monthly Rate	\$13.08.160	
		Single-family	\$24.73 (1.0 ERU)		
		Individual mobile home	\$24.73 (1.0 ERU)		
		Residential Duplex	\$24.73 (1.0 ERU)		
		Multifamily (>2 units)	\$17.31 (0.7 ERU)		
		Mobile home (>2 units)	\$24.73 (1.0 ERU)		
	Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$24.73			
Sewer – Monthly City Wastewater Service Rate for all rate payers – in the unincorporated areas of Thurston County, provided that no power of attorney agreement with City to petition in favor of annexation has been filed	140% of the sewer monthly operations & maintenance use		\$13.08.170		
Water Resources & Sustainability	Sewer – Monthly LOTT Wastewater Service Charge	Type	Monthly Rate	\$13.08.160 and LOTT Resolution No. 20-002	
		Single-family	\$47.52 (1.0 ERU)		
		Individual mobile home	\$47.52 (1.0 ERU)		
		Residential Duplex	\$47.52 (1.0 ERU)		
		Multifamily (>2 units)	\$33.26 (0.7 ERU)		
		Mobile home (>2 units)	\$47.52 (1.0 ERU)		
	Type	Monthly Rate			
Uses other than or only partially residential (Minimum charge not less than 1.0 ERU)	Charge computed at a rate equal to the monthly discharge of sewage / 900 cubic feet (measured at the source either by water consumption or sewage discharge) x \$47.52				
Stormwater – Monthly Account Fee	\$2.27 on every developed property within the city limits		\$13.12.040		
Stormwater - Monthly Service Charge *Provided that if the amount of impervious area on any such property shall exceed 50% of the gross property area, the service charge shall be computed as other properties not	Unit Type	Charge			

2025 Table VII

UTILITY RATES

UTILITY RATES				
	The service charge shall be computed as other property not included in the single-family or duplex category.	Single-family residential	\$12.93	\$13.12.050
		Each duplex-family	\$12.93	
Stormwater - Monthly Service Charge	All other developed properties not defined as single-family residential and duplex family	\$12.93 x Gross Impervious Area/3,250 square feet		\$13.12.060
Stormwater - Monthly Service Charge	All mobile residence communities	\$12.93 x 1,800 x available Residence Site / 3,250 feet + \$11.97 x Other Gross Impervious Area / 3,250 square feet		\$13.12.070

2025 Table VIII					
Life-line Program					
Primary Department	Title	Rate/Fee/Charge		Code Reference (If Applicable)	
Water Resources & Sustainability	Life-line, low-income senior citizen and low-income disabled person rate discounts – Every qualified			\$13.18.090	
	Water Base Rate Monthly per meter – within the General Service Area (50%)	METER SIZE	BASE FEE (50%)		
		3/4"	\$5.14		
		1"	\$8.70		
		1-1/2"	\$16.96		
		2"	\$27.23		
		3"	\$51.36		
	Water Monthly Consumption Rate – Single Family & Duplex units & within the General Service Area		Volume of Water Used (Cubic Feet)		Charge per each 100 Cubic Feet
		Block 1	0 to 600		\$1.51
		Block 2	601 to 1,200		\$1.67
		Block 3	1,201 to 2,400		\$2.00
		Block 4	2,401 & greater		\$2.62
	Water Monthly Consumption Rate – Multi-family units (per unit) & within the General Service Area		Volume of Water Used (Cubic Feet)		Charge per each 100 Cubic Feet
		Block 1	0 to 500		\$1.51
		Block 2	501 to 1,000		\$0.17
		Block 3	1,001 to 2,000		\$2.00
		Block 4	2,001 & greater		\$2.62
	Water – Connection Charges in the General Service Area	Connection Fee			Connection Size
		\$2,755.57			3/4"
	Sewer Utility	\$4,684.89			1"
		Monthly City Wastewater Service	\$12.37		
	Sewer – Connection Charges	Charge			\$13.08.090
	• Equivalent Residential Unit (ERU)	\$1,569.66			
• Accessory Dwelling Unit	\$1,098.77				
• Multi-Family Unit	\$1,099.77				
Monthly LOTT Wastewater Service Charge (50%)	\$23.76				
Monthly LOTT Wastewater Service Charge Multifamily (>2 units) (50%)	\$16.63				
Storm Utility	Base Rate (50%)		\$1.13		
	Stormwater Monthly Service Charge (50%)	\$6.46			
Single Family, Accessory Dwelling units, and Multi-family housing that meets the federal definition of "Low Income Housing". An affidavit must be submitted with the building permit application stating that the housing meets the definition of low income and that a deed and title restriction will be placed on the property and recorded so that future sales or rental/lease of the property will also abide by the requirements of this section and be affordable to those making 80% of the median income.		WATER: 50% of the applicable connection charge based on connection size.			
		SEWER: 50% of the applicable connection charge based on ERU calculation.			

Attachment D for 2025-2026 Fee Resolution

	Current	2025 Proposed		
	2024	% Increase	2025	\$ Increase
Water (900 CF)	\$ 38.42	6.0%	\$ 40.72	\$ 2.30
Sanitary Sewer (City)	\$ 23.11	7.0%	\$ 24.73	\$ 1.62
Sanitary Sewer (LOTT)	\$ 46.14	3.0%	\$ 47.52	\$ 1.38
Storm Drain	\$ 14.07	8.0%	\$ 15.20	\$ 1.13
Subtotal	\$ 121.74		\$ 128.17	\$ 6.43
Utility Tax (6.0%)	\$ 7.30	+6.0%	\$ 15.38	\$ 8.08
Total Bill	\$ 129.04		\$ 143.55	\$ 14.51

	City of Olympia		
	2024	% Increase	2025
Water (900 CF)	\$ 36.71	3.0%	\$ 37.81
Sanitary Sewer (City)	\$ 26.81	4.5%	\$ 28.02
Sanitary Sewer (LOTT)	\$ 46.14	3.0%	\$ 47.52
Storm Drain	\$ 18.23	1.5%	\$ 18.50
Subtotal	\$ 127.89		\$ 131.85
Utility Tax (12.5%)	\$ 15.99		\$ 16.48
Total Bill	\$ 143.88		\$ 148.33
	+/- vs Tumwater		\$ 4.78

	City of Lacey		
	2024	% Increase	2025
Water (900 CF)	\$ 44.86	5.25%	\$ 47.21
Sanitary Sewer (City)	\$ 30.25	9.5%	\$ 33.12
Sanitary Sewer (LOTT)	\$ 46.14	3.0%	\$ 47.52
Storm Drain	\$ 14.15	4.5%	\$ 14.79
Subtotal	\$ 135.40		\$ 142.64
Utility Tax (6%)	\$ 8.12		\$ 8.56
Total Bill	\$ 143.52		\$ 151.20
	+/- vs Tumwater		\$ 7.65