



**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**

**Tuesday, June 03, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - a. Proclamation: LGBTQIA2S+ Community Pride Month, June 2025
- 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, April 22, 2025
 - b. Payment of Vouchers (Finance Department)
 - c. Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan Revision (Public Works Committee)
 - d. Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Phase 2 (Public Works Committee)
 - e. Service Provider Agreement with Stantec for the Pioneer Park Restoration Project - Phase 2 Amendment 3 (Public Works Committee)
 - f. Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the 2nd Avenue Bicycle & Pedestrian Improvements (Public Works Committee)
 - g. Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the Somerset Hill Fish Passage Barrier Removal (Public Works Committee)
 - h. Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the Percival Creek Fish Passage Barrier Removal (Public Works Committee)
 - i. Bond Underwriter Engagement Letter with D.A. Davison (Budget & Finance Committee)
 - j. Reappointment of Erin Carrier, Joel Hecker, and Mike Culley to the Board of Parks and Recreation Commissioners (Executive Department)
 - k. Thunder in the Valley 4th of July Fireworks Display Permit (Fire Department)

7. Public Hearings:

- [a.](#) R2025-010 Six Year Transportation Improvement Program (Public Works Committee)

8. Council Considerations:

- [a.](#) 5901 Black Lake-Belmore SW 10 Percent Annexation Petition (TUM-25-0453) (General Government Committee)
- [b.](#) Ordinance No. O2025-006-S1 Amending TMC 2.14 Execution of Contracts and Legal Documents (Budget & Finance Committee)

9. Committee Reports

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 820 8436 1349 and Passcode 245100.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 820 8436 1349 and Passcode 245100.

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_BUMkSERbQ-C6zWEX0qx6fw

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

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

Post Meeting

Video of this meeting will be recorded and posted on our City Meeting page: <https://tumwater-wa.municodemeetings.com>.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator

directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

Proclamation

WHEREAS, the City of Tumwater recognizes that one of its greatest strengths is the diversity of its people and has a long standing tradition of upholding the dignity of the individual, supporting legal equality and fair treatment for all people, and ensuring that acts of discrimination and hatred will not be tolerated; and

WHEREAS, in 1993, the City of Tumwater passed its first ordinance to protect people from discrimination by adding "sexual orientation" to its Unfair Housing Practices law; and

WHEREAS, in 1997, Tumwater became the smallest city in the United States to grant domestic partnership benefits to its employees and has since enacted several policies to ensure equality for all Tumwater residents such as the Equal Benefits Ordinance; and

WHEREAS, the City of Tumwater is a national leader in affirming the civil rights and innate dignity for all people and encourages the free expression of all cultural traditions and personal talents for the social enrichment and betterment of the community; and

WHEREAS, Tumwater's Diversity Policy Statement affirms its belief that diversity strengthens workforce competence and performance, celebrates and values individual differences, serves an increasingly diverse society, ensures the relevance of the City's Mission, programs and services, and is crucial to the City's ability to serve every resident; and

WHEREAS, in recognition of the Stonewall Uprising, considered the tipping point for the gay rights movement in the United States, each June, Americans come together to celebrate LGBTQIA2S+ Community Pride Month and honor their contributions to society.

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

June 2025

LGBTQIA2S+ Community Pride Month

and I call upon the people of the City of Tumwater to join in celebrating diversity, promoting inclusion and equal protection under the law, and I further encourage people to join me in eliminating discriminatory policies and practices toward any culture, race, or group.

Signed in the City of Tumwater, Washington, this 3rd day of June in the year, two thousand twenty-five.




Debbie Sullivan
Mayor

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CONVENE: 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, Finance Department Director Troy Niemeyer, Fire Chief Brian Hurley, Acting Police Chief Jay Mason, Community Development Department Director Michael Matlock, Parks and Recreation Department Director Chuck Denney, Transportation and Engineering Department Director Brandon Hicks, IT Department Director Lance Inman, Communications Manager Jason Wettstein, Sustainability Manager Alyssa Jones Wood, Police Lieutenant Carlos Quiles, and Deputy City Clerk Tracie Core.

**REGIONAL
TRANSPORTATION
PLAN PRESENTATION:**

Director Hicks introduced Transportation Manager Katrina Van Every with Thurston Regional Planning Council (TRPC) to provide an update on the Regional Transportation Plan (RTP). The plan is one of many regional plans involving the City's participation and support. The RTP outlines regional transportation needs as required by state and federal regulations.

Ms. Van Every reported TRPC has been in existence for more than 50 years. The Council is comprised of 23 members. Councilmember Swarthout serves on the TRPC and Councilmember Agabi serves on the Council's Transportation Policy Board. TRPC's efforts focus on areas where issues between jurisdictions and organizations blur, such as transportation, growth management, environmental quality, economic opportunities, and sustainability with the mission to provide visionary leadership on regional plans, policies, and issues for the benefit of all the region's residents.

The RTP is a regional transportation planning document. The initial regional transportation plan study was completed in 1975. Every five years, the RTP is updated to include regional strategies. Transportation, land use, and economic prosperity are closely linked and need both a local and a regional viewpoint to maximize the benefits of all transportation modes. The RTP serves as a roadmap for a complete and high functioning transportation system for over the next 25 years.

The region's increasing population will lead to increased traffic volumes. Projects in the RTP will help mitigate vehicle congestion associated with that growth. Planned land use and roadway capacity alone will not be sufficient to meet regionally adopted targets, goals, and level of service for congestion standards. However, progress is possible on regionally adopted targets and goals to help reduce congestion and level of service

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failures in the future.

The RTP covers a 25-year planning horizon encompassing all transportation modes. The RTP includes a set of regional goals and policies, and recommendations to support the plan, as well as a financial forecast. The plan is constrained financially in terms of what the region can reasonably anticipate for funding availability for all transportation projects in the region. The plan also includes future conditions.

Areas of interest in the plan include:

- Safety
- Equity
- Climate Change & greenhouse gas emissions reductions
- Maintaining existing system
- Projects that enhance transit options and emphasize system efficiency
- Strategically expand the system where appropriate
- Plan for local and state roads as a cohesive whole

Development of the plan is based on submittal of information from local jurisdictions, information from the state, and information from federal sources to identify the current system and expectations of the future based on the inputs and information available on land use, transportation projects, and population.

Goals areas and targets include:

- Reduce traffic fatalities and serious injuries to zero
- Increase share of households in urban areas and preserve rural areas
- Decrease annual vehicle miles traveled per capita
- Decrease greenhouse gas emissions as the trend reflects greenhouse gas emissions are increasing
- Increase active transportation and transit use (a goal) as the numbers have not changed substantially. The plan addresses whether a shift in priorities in funding might be necessary.

During the presentation, Ms. Van Every addressed several questions from the Council. When considering vehicle miles traveled per capita, it entails all miles traveled in the Thurston region. There are different ways to calculate the impact of greenhouse gas emissions and vehicle miles traveled regardless of the type of vehicle. The Washington State Department of Transportation (WSDOT) tracks traffic on I-5 at specific locations. One location is the Nisqually River bridges. WSDOT is able to identify cars versus trucks and buses. Data points reveal one in ten vehicles crossing the bridge is a truck or a large bus. The number is

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different at the data point located in south Thurston County as truck traffic disperses to different locations within Thurston County. With respect to home charging for electric vehicles, the plan includes a policy addressing the switch from gas-powered vehicles to electric vehicles and the importance of ensuring households with incomes 80% or less than the area median income are not overlooked, which speaks to charging infrastructure at home locations that are not necessarily single family homes.

Environmental justice is an area in flux as the plan was developed with different federal priorities. Environmental justice is one federal priority that has been rescinded and purported to be illegal. However, the plan's goals and policies address environmental justice. In 2021, TRPC conducted a countywide transportation priority survey and presented a goal that speaks to equity and environmental justice that was supported by 71% of the survey respondents. The plan was revised for consistency with the goal for equity. Other sections in the plan are within the Environmental Considerations chapter addressing environmental justice as it continues to be a state policy.

Ms. Van Every noted that the jurisdictions are working on updates to comprehensive plans due by the end of year while the RTP is due in mid 2025, resulting in a disconnect between the changes jurisdictions are considering and how those changes might affect regional transportation. Although that situation is not embedded in the plan draft at this time, there is the likelihood of different outcome in five years because of so much uncertainty.

Ms. Van Every addressed questions about any planned changes at the airport that could contribute to an increase in greenhouse gas emissions, such as offering air service. The RTP policies and goals are consistent with the Olympia Regional Airport Master Plan. The federal government's forecast for passenger service at the airport is not expected to change; however, cargo service is expected to increase and any increase in greenhouse gas emissions associated with that increase are unknown at this time.

Anticipated changes in the region in 2050 include:

- An increase in population by 106,000 people representing a 36% increase from 2022
- 58,000 additional housing units or a 47% increase over 2022
- 52,000 more jobs representing a 32% increase from 2022
- 52,000 more people living near transit service, an increase of 26% from 2022
- 80 new regional projects (regional projects are projects that impact the movement of vehicles on a regional basis; however,

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not all jurisdictional projects are included

- 18 miles of new roadways since 2022
- 36 or more miles of new general purpose lanes and center turn lanes since 2022
- 65 or more miles of new or rebuilt bicycle and pedestrian facilities since 2022
- 29 or more miles of new multiuse trails added since 2022
- Three new or realigned highway interchanges since 2022
- Improved transit facilities and expanded services since 2022

Some of the projects in the RTP relevant to Tumwater include capacity projects in the Brewery District, Tumwater Boulevard Interchange, Mottman Road Improvements, new E Street Connection, Tyee Drive Extension, Trail projects as part of the Deschutes Valley Trail, Karen Fraser Woodland Trail Phases 3 and 4, public transportation projects including expansion of urban transit services, an Innovative Service Zone Study to identify how Intercity Transit can better serve its community and places that are more difficult to serve, more express service, SMART Corridor projects to improve the flow of traffic along important urban corridors, and several studies. Tumwater is currently working on the I-5 and 93rd Avenue Interchange Improvements Study. TRPC is working on the Bicycle Connectivity Strategy, Freight Mobility Strategy, and a Regional Transportation Safety Action Plan.

A draft of the RTP is available and posted on TRPC's website for public review and comment. A revised draft of the RTP incorporating all comments will be reviewed by the Transportation Policy Board in June for a recommendation to TRPC. TRPC is scheduled to take final action on the plan in July.

**SALISH LANDING
BRIEFING:**

City Administrator Parks reported Mike Brewer and Rob Rice have requested an opportunity to present an overview of their project located near Old Highway 99 and 93rd Avenue. The site is located outside Tumwater's urban growth area and is the subject of an application under consideration by Thurston County for potential inclusion within Tumwater's urban growth area. The presentation will provide an opportunity to answer questions from the Council and to ensure the Council is informed about the proposal.

Mike Brewer said the purpose of the review is to share information about the proposed application submitted to Thurston County involving an urban growth area swap.

The proposal involves a 35-acre parcel located outside of the City's urban growth area. The applicants applied to Thurston County to process an urban growth area swap with a goal of avoiding a net increase in the urban growth area. That process was codified during the 2022

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legislative session. The process is also under consideration as part of the Comprehensive Plan Periodic Update by Thurston County. Thurston County's analysis includes conversations with Tumwater staff. The land proposed for removal from the urban growth area is the headwaters of Percival Creek in the area of Black Lake that is not developable because of environmental infeasibility. The applicants have suggested that it is in the interest of the community to remove designated parcels from the urban growth area of approximately 60 acres of undevelopable land and add 40 acres from the southeast corner of the urban growth area boundary.

Councilmember Swarthout asked for confirmation as to whether the proposal is to swap 60 acres that are undevelopable with 40 acres that could be developed. Mr. Brewer said the proposal essentially is a net reduction in the size of the urban growth area. As long-time residents in the region, the applicants support the intentions and goals created by the Sustainable Thurston Plan and believe the proposal will help the community and Thurston County meet many of the Sustainable Thurston objectives. The proposal would create a vibrant center and a corridor within close proximity to existing neighborhoods and acknowledge the important role of growth in population and tax revenue to the community. As environmental stewards, the applicants are conscientious of environmental risks and respectful in the design and development of the proposal, as well as assisting to mitigate future development threats of more vulnerable areas. The proposal will provide some economic benefit to Tumwater in terms of impact fees, jobs, housing units, property taxes, and retail sales tax.

The project was analyzed by the Thurston Economic Development Council (EDC). Executive Director Michael Cade provided a letter of support as the proposal will generate revenue from direct and indirect jobs and municipal tax revenue.

Mr. Brewer displayed a map of different zoning areas in the southern area of Tumwater. Many of the areas have been developed with residential housing. An area within the existing urban growth area does not have access to urban utilities. Much of the area is comprised of smaller parcels that likely would be unable to afford the investment to extend utilities. The Salish Landing proposal would extend City utilities to the southeast corner if the property is added to the City's urban growth area through the UGA land swap. The proposal would create an infrastructure utility loop by extending utilities to the southeast corner that would provide access to all small parcels to connect to City utilities and create opportunities of development of more housing. The City of Tumwater purchased a parcel of land for the location of a south water tower. The Salish Landing proposal will save the City's investment by activating the water tower.

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Mr. Brewer displayed another map of areas that have been developed since 1996 following the adoption of the Growth Management Act (GMA). A corner located to the southeast has not developed because of the lack of utilities. The only significant presence is the Melody Pines Mobile Home Park with over 100 individual septic systems offering another connectivity opportunity to City utilities and vacating over 100 septic systems.

Councilmember Swarthout asked whether the proposal includes connecting the mobile home park to City utilities for the 100 units. Mr. Brewer said the extension of the utilities along Old Highway 99 would provide an opportunity for connection to City utilities that otherwise would not have an opportunity for utility services for decades.

Councilmember Agabi asked whether any studies have been completed of any environmental impacts to groundwater in the vicinity of the septic systems. Mr. Brewer said the applicants hired a hydrogeologist to study groundwater wells in the area. The applicants have committed to funding an environmental impact study that Thurston County is pursuing, which will provide data for hydrogeology, groundwater, and utility extensions, as well as information on transportation impacts. Preliminary transportation studies document a reduction in miles traveled per capita. Tumwater has over 2,200 households located within two miles of the subject site with no access to simple household amenities or urgent care services. The households are driving much further distances to shop. The proposal would reduce the need to travel to distant areas for products and services.

The applicant has partnered with South Sound YMCA to add a new YMCA facility to the site to meet YMCA's growth goals to serve the extended community. YMCA's Briggs facility is over capacity. The applicant has also received strong support from local tribes.

Councilmember Von Holtz asked whether the applicants have been in contact with Intercity Transit to discuss the possibility of extending bus service to the area. Mr. Brewer affirmed contact with Intercity Transit representatives. One of the unique aspects of the site is the opportunity to serve as a pivot point for Intercity Transit buses. Currently, bus service is limited to Tumwater Boulevard as there is no southern turnaround area.

Mr. Brewer shared a conceptual drawing of Salish Landing developed by an architect with input from local tribes. The development could serve as a pivot point in the southern area for Intercity Transit. The site would also enable residents of 2,200 households to access transit and Dial-A-Lift service.

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Mayor Sullivan noted that Rural Transit currently offers service along Old Highway 99 as well.

Councilmember Dahlhoff asked about the location of the proposal with respect to school district property and any potential impacts of the project with the proposed school project in the vicinity. Mr. Brewer responded that the Tumwater School District is one of a few districts in western Washington that is in need of new elementary schools. The school district owns two parcels near the proposed development, which is across the street from the school district property that would also benefit from the utility extension.

Councilmember Dahlhoff asked whether the subject property was ever located within the City's urban growth area. Mr. Brewer said Tumwater's UGA was larger at one time; however, a lawsuit was filed challenging the size of the City's UGA and that it was too large to accommodate growth for the next 20 years. The land located on the south side of 93rd Avenue to the boundary of the subject property was removed from Tumwater's UGA. More than half of the subject property had been located in the Tumwater urban growth area at one time.

Councilmember Jefferson asked whether the proposal is the first large development proposal in Thurston County. Mr. Brewer said the proposal is the largest commercial development. Mr. Rice has completed many development projects in the City of Tumwater.

Mr. Rice reported that he has constructed residential projects in Thurston County for nearly 40 years. His first project in Tumwater was approximately 25 years ago near 79th Avenue of nearly 1,000 homes. Currently, another 1,000 homes are under construction off the Littlerock Road/Kirsop Road corridor. Most of his projects are residential homes and he has recently expanded to construct some commercial development. Salish Landing would be his largest project as a singular project that he and Mr. Brewer have worked on together.

Councilmember Cathey requested clarification as to other development along Tilley Road extending to Millersylvania State Park. Mr. Brewer explained that the map illustrates development that has occurred since the adoption of the GMA in 1996. Mr. Rice has developed many of the homes over the course of years. The proposed site includes much larger parcels and would be easier to invest in a utility extension because of the number of homes that could potentially be served. The proposed site is not located near Millersylvania State Park and is located off Old Highway 99 near Great Western Supply.

Councilmember Althausen questioned whether the proposed utility

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extension involves any latecomer fees if the City installed a 16-inch main from the new water tower, and whether the proposal includes extending the 16-inch main. A similar project is included on the City's long-term plan. He questioned how the proposal interacts with the City's current plan to construct the water tower to eventually connect the system to provide service and fire flow.

Mr. Brewer said the water tower, in all practicability, sits on a dead end water line for the foreseeable future. It is unlikely the City would invest in connecting the loop around the area of the property, which would be important for water flow and to avoid water stagnation. The proposal would complete a significant extension of a 16-inch water main to extend to the corner of the property and provide a half loop extension that is critical for a robust and secure water system. The area surrounding the subject properties would likely develop into fourplexes, duplexes, or multifamily. None of the parcels individually could extend the utilities whereby the Salish Landing project of approximately \$150 million could afford to make the investment to bring services to the project site. The development would provide offsite benefits to the community.

City Administrator Parks added that as a rate-based system, the new reservoir is planned to accommodate future growth. Any growth in the system is in effect paying for future growth through connection fees and rates to pay back the revenue bond. Economies of scale are often gained when developers who are willing and able to participate collaboratively in construction of the water tower in the general vicinity. The City has plans to extend and loop the 16-inch water main; however, the plan calls for those extensions to occur in phases. The proposed development in collaboration with the City's project would help the City's phasing analysis and economies of scale to extend the system sooner. Converting septic systems to City utilities in dense areas, such as mobile home parks, would benefit water quality for the City's domestic water system.

Mr. Brewer shared some renderings completed in cooperation with guidance from the Squaxin Island Tribe. The intent is to bring cultural awareness through long house designs, native landscaping, and color schemes. The status of the proposal is at conceptual design. The team believes in the importance of sharing the vision of the project. The proposal includes a donation of land for the YMCA facility and participation in the organization's capital fundraising campaign. The project will also complement some of the endeavors of the City, such as the new community center by offering places to recreate, live, and meeting some walkability targets. He reiterated that consideration for the proposed land swap is tied to the 10-year periodic update of the Comprehensive Plan.

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POLICE DEPARTMENT
ANNUAL REPORT:

Acting Police Chief Mason provided an annual report on Tumwater Police Department activities in 2024.

The department's authorized staff of 48 full-time equivalents include the following positions:

- Command:
 - Chief
 - Deputy Chief
 - 3 Lieutenants, Administrative Manager
- Supervision;
 - 8 Sergeants
 - 1 Records Supervisor
- Front Line Staff
 - 12 Patrol Officers
 - 5 Detectives
 - 5 Front Office Specialists
 - 1 Management Analyst
 - 2 Code Enforcement/Transport Officers
 - 1 Evidence Tech

Four divisions include:

- Patrol Division providing 24/7 coverage:
 - Two squads of 9 officers each respond to calls for service and proactive policing through community engagement & police visibility in the community
- Investigations
 - Major case
 - School Resource Officers
 - Evidence
- Training & Technology
 - Coordinates department training, internal & external
 - Technology, Equipment , Fleet Management
 - Code Enforcement Program
- Admin
 - Records Management
 - Public Disclosure Requests
 - Management analyst

Police responses in 2024 included:

- 19,270 calls for service or approximately 52 calls each day
- 787 arrests and referrals
- 1,567 Records requests

Department accomplishments in 2024:

- Completion of Tumwater Police Strategic Plan
- Attained close to 100% of authorized staffing level for the first

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time in many years

- Presented “*Thinking Big in Smaller Departments – bringing academic research into policing*” at the International Association of Police Chiefs conference
- Closed 21 Code Enforcement Cases
- Personnel attended 3,762 hours of training
- Contracted for new Records Management System (Tumwater Police Department is the lead agency)
- Implemented a new radio system

Planned activities in 2025 include:

- Strategic Growth Plan
 - Requested additional staffing of 8 police officers in 25/26 budget
 - None of the positions were funded and department will adapt and adjust

Councilmember Dahlhoff inquired about the status of the Flock system that Acting Police Chief Mason provided information on at a recent neighborhood meeting. Acting Police Chief Mason advised that during a discussion at the Western Plaza Mobile Home Park, one of the members asked him if he supports license plate systems. He responded that he supports the system. Because of budget’s inability to add officers, the department continually explores different technologies to increase capacity to serve the community. There is value in license plate reader systems, especially the Flock system as demonstrated during a recent arrest of a homicide suspect comprehended by a license plate hit. However, prior to the department moving forward to implement any type of license plate reader system, staff would review and discuss the technology, opportunities, and some of the guardrails with the Council.

Councilmember a Dahlhoff asked staff to address the outstanding questions from the Public Health and Safety Committee at the next briefing to the committee on the Flock system.

Councilmember Dahlhoff asked whether the City has explored expanding the Police Department space at the new Thurston County Sheriff’s facility near City Hall. The building would be secure and outfitted with appropriate technology. Acting Police Chief Mason advised that the Sheriff’s facility would not be operational until 2026. The department currently needs space. The downstairs space the department is slated to expand is only temporary as it will entail a future consideration of partnering or considering larger facilities as the City continues to grow. The space downstairs presented an inexpensive opportunity to provide additional space. He anticipates preparation of a long-term plan for all City operations. He supports partnering with

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different agencies to maximize efficiencies and service to the community.

Councilmembers Cathey, Althausen, Swarthout, and Agabi expressed their support on the selection of Acting Police Chief Mason to serve as Tumwater's newest Police Chief.

Councilmember Dahlhoff asked whether the Police Department is aware of a rumor that the Tumwater School District may be considering a contract with the Thurston County Sheriff's Office for the School Resource Officer (SRO) program. Acting Police Chief Mason responded that he has heard similar rumors but through several informal conversations with school district employees, they indicated that they have not been aware of those rumors. However, the relationship between the district and the City has encountered some friction in terms of the City's support of school district operations. He is working to improve the relationship as the Police Department is fully committed to the school district. A high functioning and thriving school district is an important asset for the community. The current SRO contract with the school district expires at the end of 2025. Conversations were initiated with the school district earlier in the year. Information conveyed at that time spoke to renewing the contract. The department is updating salary and benefit information for presentation to the school district and school board.

Councilmember Agabi referred to a previous briefing to the Public Health and Safety Committee, which was tabled at that time because of the City's budget, as well as concerns surrounding the capture of data. Acting Police Chief Mason affirmed that questions were asked as to how data would be captured and utilized requiring a larger discussion later. Currently, the Police Department lacks the capacity to implement the Flock system at this time. He was somewhat surprised that the issue was addressed during the recent neighborhood meeting as the committee had tabled the proposal despite being included in the budget. The department believes the system has some value while recognizing that it would be implemented later following thorough discussions with the Council.

Discussion followed on the inclusion of the Flock system in the budget and some confusion that the proposal had been pulled from the budget. City Administrator Parks explained that the Flock system was initially added as an amendment to the last biennial budget, which was not approved. However, the proposal was included in the 25/26 budget with funding allocated and available. However, the expense does not necessarily mean it would be implemented based on the priorities of the department.

Councilmember Dahlhoff referred to her request in March to receive a final budget with specific line items as she would not have voted in favor

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of retaining the proposal until the policy was developed for the system. City Administrator Parks advised that the system proposal was included in the schedules provided earlier in the budget process. Staff is working on compiling the final budget document. Councilmember Dahlhoff requested department budget line item details. City Administrator Parks affirmed that she would follow-up with the timeline for finalization of the information.

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

City Administrator Parks reported on the status of scheduling the three Saturday meetings for strategic planning sessions. Several Councilmembers requested consideration of different dates. The consultant is checking availability for May and June dates. The September date was confirmed by six Councilmembers. She asked the Council to pencil May 3, 2025 and June 21, 2025 dates on their calendars as tentative meeting dates. Staff is forwarding a Doodle poll for the September Saturday session.

During the Earth Day event, 43 volunteers participated representing Black Hills High School, Tumwater High School, South Puget Sound Community College, Thurston County Specialized Recreation, and members of the public. Black Hills High School placed first and received the first prize of \$1,000 with Tumwater High School placing second and receiving \$500 from the PARC Foundation. During the Arbor Day event, 100 trees and shrubs were distributed to community member. Volunteers removed ivy, planted some trees, and picked up garbage around Historical Park. Thurston County Specialized Recreation supplied journals created from recycled paper. Mayor Sullivan officiated at both events.

The Easter Egg dash featured 20,000 candy and prize filled eggs stuffed by 64 volunteers over the course of 125 hours with Councilmembers Von Holtz and Swarthout volunteering. Approximately 2,000 children from infants to 11 years participated in the event. Tumwater Arts participated offering 160 art kits. Local businesses donated over 6,000 coupons and prizes. Twenty-five volunteers supported the event. State Farm, Black Lake Bible Camp and Toyota sponsored the event. The Police Department, high school mascots, and the Easter Bunny participated in the event.

Approximately 60 seventh and eighth grade students from Bush and Tumwater Middle Schools participated in the First Green Program at Tumwater Valley Golf Course developed and sponsored by the National Golf Superintendents Association. The program offers youth science, technology, engineering, arts, and mathematics (STEAM) education principles and participation and applying STEAM knowledge in the management of golf courses. The students rotated through a variety of different stations learning about different golf course applications.

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Mayor Sullivan commented on the concurrent events of the Easter Egg Dash, Earth Day, and Arbor Day. She acknowledged the efforts of Parks and Recreation Department staff for managing and overseeing three large events during one day.

OTHER BUSINESS:

Councilmember Cathey commented on feedback she received on concerns about a planned installation of a Tesla electric charging station at a new development located off Littlerock Road.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:00 p.m.

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

TO: City Council
 FROM: Shelly Carter, Deputy Finance Director
 DATE: June 3, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- May 16, 2025, payment of Eden vouchers 174561 to 174565 in the amount of \$559.80; payment of Enterprise vouchers 186701 to 186778 in the amount of \$497,097.33 and electronic payments 905662 to 905687 in the amount of \$87,205.12
 - May 23, 2025, payment of Eden vouchers 174566 to 174576 in the amount of \$33,329.71; payment of Enterprise vouchers 186779 to 186848 in the amount of \$734,073.03 and electronic payments 905688 to 905710 in the amount of \$795,732.09 and wire payments in the amount of \$1,760.24
-

2) Background:

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

Vendor		
City of Olympia	35,066.56	Fire Fleet Mechanic Services Apr 2025
Construct, Inc	106,180.50	Crosby House Foundation Repair
DHM Research LLC	20,000.00	Community Survey Work
Employment Security Department	67,985.87	Q1 2025 PFML
Employment Security Department	22,510.09	Q1 2025 WALTC
L N Curtis & Sons	26,897.34	SCBA Tanks & Packs for Medic 8
RH2 Engineering Inc	68,297.31	Project Mgt Svc for SE Water Reservoir Project
WA St Dept of L&I	206,011.99	Q1 2025 L&I
LOTT Wastewater Alliance	768,516.75	April 2025 LOTT Fees

* 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.

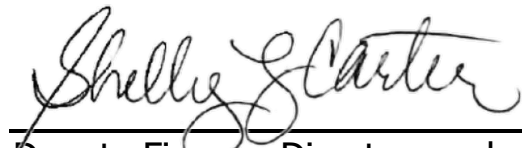
Enterprise ERP

Voucher/Check Nos 186701 through 186778 in the amount of \$497,097.33

Electronic payment Nos 905662 through 905687 in the amount of \$87,205.12

Eden

Voucher/Check Nos 174561 through 174565 in the amount of \$559.80



Deputy Finance Director, on behalf of the Finance Director

Checks dated 05/16/2025

EXHIBIT "B"

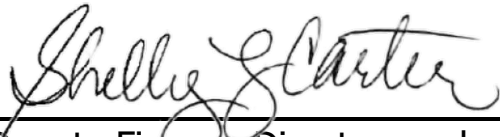
I, the undersigned, do hereby certify under penalty of perjury that the materials have been furnished, the services rendered or the labor performed as described herein and that the claim is a just, due and unpaid obligation against the City of Tumwater, and that I am authorized to authenticate and certify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

Enterprise ERP

Voucher/Check Nos 186779 through 186848 in the amount of \$734,073.03 Electronic payment Nos 905688 through 905710 in the amount of \$795,732.09 And wire payments in the amount of \$1,760.24.

Eden

Voucher/Check Nos 174566 through 174576 in the amount of \$33,329.71.



Deputy Finance Director, on behalf of the Finance Director

Checks dated 05/23/2025

TO: City Council
FROM: Dave Kangiser, Water Resources Specialist
DATE: June 3, 2025
SUBJECT: Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan Revision

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan revision.

This service provider agreement was recommended for approval via City Council consent calendar by the Public Works Committee at their May 22, 2025 meeting.

2) Background:

This agreement was recommended for approval by the Public Works Committee on April 3, 2025 and approved by City Council on April 15, 2025. After this agreement was approved by City Council in April, the contractor, Herrera, requested additional language in Section 7.A regarding indemnification. This additional language was reviewed and approved by the City's Legal Department. No other changes were made to this agreement, nor its scope. The proposed change has been highlighted in Attachment A for convenient review.

3) Policy Support:

- N/A
-

4) Alternatives:

- ☐ None.
-

5) Fiscal Notes:

None.

6) Attachments:

- A. Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan - Revised
- B. Original Staff Report

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

NUTRIENT REDUCTION ENHANCED MAINTENANCE PLAN

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, 2025, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Herrera Environmental Consultants, Inc., a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than April 1, 2025, and shall be completed no later than December 31, 2026. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **ONE HUNDRED NINETY THOUSAND FIVE HUNDRED SIXTY-ONE AND 00/100 DOLLARS** (\$190,561.00) as reflected in Exhibit B, Cost Estimate.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant or

representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to

property caused by or resulting from the concurrent negligence of the Consultant and the City, or each party's respective officers, officials, employees, and agents, the indemnifying party's liability hereunder shall only be to the extent of the indemnifying party's negligence. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

of this Agreement.

11. ASSIGNMENT/SUBCONTRACTING.

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

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

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

12. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

C. Nondiscrimination in Services. The SERVICE PROVIDER will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law. "Race" is inclusive of traits historically associated

or perceived to be associated with race including, but not limited to, hair texture and protective hairstyles. For purposes of this subsection, "protective hairstyles" includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover

from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Herrera Environmental Consultants
2200 6th Ave, Suite 1100
Seattle, WA 98121
Tax ID #: 911-329-346
Phone No. 971-200-8879

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney
STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

Notary Public in and for the State of Washington,
My appointment expires:_____

TO: Public Works Committee
FROM: Dave Kangiser, Water Resources Specialist
DATE: April 3, 2025
SUBJECT: Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan (EMP)

1) Recommended Action:

Place the Service Provider Agreement with the Herrera for the Nutrient Reduction Enhanced Maintenance Plan on the April 15, 2025 Council consent calendar with a recommendation to approve and authorize the Mayor to sign.

2) Background:

Budd Inlet does not meet Washington State's water quality standards for dissolved oxygen and was placed on the federal Clean Water Act Section 303(d) list of impaired waters, triggering a Total Maximum Daily Load (TMDL) study. As a result, Tumwater has been assigned waste load allocations for nutrient-laden discharges from the stormwater system. Herrera Environmental Consultants has been chosen to assist the City in developing an EMP focused on maintenance activities that will reduce the discharge of nutrients from Tumwater's stormwater system. The project will also help inform the City's future stormwater management program with the overall goal of improving water quality by removing sediment and pollutants from roadway runoff. The project also includes support for mapping and meeting street sweeping requirements of the City's stormwater permit.

3) Policy Support:

- 2024-2029 Western Washington Phase II Municipal Stormwater Permit
 - Budd Inlet Dissolved Oxygen TMDL, October 2022
 - WA Department of Ecology (ECY) Grant Agreement No. WQC-2025-Tumwat-00058
-

4) Alternatives:

- ☐ As this project is a requirement to meet federal and state regulations, no clear alternatives have been identified.
-

5) Fiscal Notes:

Herrera's has provided a project budget of \$190,561.00 which includes project management, data collection and review, mapping and spatial analysis, and the development of a complete Enhanced Maintenance Plan for the City. The City has been awarded a grant from ECY to support this work in the amount of \$200,000.00. The City's required 15% match, \$30,000, and any additional expenses are funded by the Storm Fund.

6) Attachments:

- A. Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan

TO: City Council
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: June 3, 2025
 SUBJECT: Grant Agreement with the Department of Ecology for the Pioneer Park Restoration Project Phase 2

1) Recommended Action:

Approve and authorize the grant agreement with the Department of Ecology for the Pioneer Park Restoration Project Phase 2.

This grant was recommended for approval via City Council consent calendar by the Public Works Committee at their May 22, 2025 meeting.

2) Background:

Pioneer Park Riparian Restoration project has evolved into two phases. Phase I focuses on enhancing drainage channels to increase flood storage while providing enhanced drainage, and riparian planting within the identified project boundary. These initial project elements will be ready for issuance of the RFP for construction services by October 2025. Phase 2 focuses on in-water design elements that promote streambank stability through flood plain inundation, placement of aquatic habitat elements like large woody structures, sloping back the eroding bank, and planting vegetation to reduce erosion advancement.

Preliminary design concepts for Phase 2 have been discussed with the stakeholder group. Stantec, the City's engineering consultant, will review and integrate the design concepts into the engineering design for Ecology's approval. This grant funds the design, permitting, and construction of Phase 2 elements, with an anticipated construction start date of February 2027.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

4) Alternatives:

☐ Reject the agreement and do not complete phase 2 elements.

5) Fiscal Notes:

This grant award is for \$500,000.00 to complete Phase 2 design, permitting, and construction of this project. The project is funded by the Stormwater Utility via the Capital Facility Plan, project SD-03 Deschutes Habitat Restoration Projects.

Grant funding for this project including both Phases 1 and 2 totals \$950,781.33, with \$838,086.00 funded by both this grant and the previous grant for Phase 1, and \$112,695.33 paid by the Stormwater Utility - a 25% match that was required for the Phase 1 grant. There is no City-required match for this Phase 2 grant.

6) Attachments:

A. Agreement No. WQC-2025-Tumwat-00054



Agreement No. WQC-2025-Tumwat-00054

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

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

GENERAL INFORMATION

Project Title:	Pioneer Park Riparian Restoration Phase II
Total Cost:	\$500,000.00
Total Eligible Cost:	\$500,000.00
Ecology Share:	\$500,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	01/31/2025
The Expiration Date of this Agreement is no later than:	01/30/2028
Project Type:	Nonpoint Source Activity

Project Short Description:

The RECIPIENT will complete 90% designs, final design deliverables, and construct a riparian restoration project to stabilize the slope and improve water quality along the Deschutes River at River Mile 2.0, located in Pioneer Park. Currently, the roughly 1,000-foot section of unstabilized bank produces over 2,380 cubic yards of fine sediment every year into the Deschutes River, a 303(d) listed water body.

Project Long Description:

The Deschutes River watershed consists of 143 streams totaling 256 linear miles. ECOLOGY created a Total Maximum Daily Load (TMDL) for the Deschutes River in 2015 and updated in 2018. The project location at Pioneer Park is specifically identified in the TMDL as needing to reduce fine sediment loading by 46% and increase shade cover by over 50%.

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

This project is located on the Deschutes River in Pioneer Park, Thurston County Parcel #12702110100, and is owned by the RECIPIENT. The site produces over 2,380 cubic yards of fine sediment every year into the Deschutes River which has critical stocks of coho salmon. The RECIPIENT will improve a major source of erosion, reduce water temperature, and restore aquatic habitat by installing approximately 500 linear feet of bank stabilization structures increasing the amount of in-stream complexity, and re-establishing the native riparian area by planting approximately 3 acres of riparian buffer.

The project site is extremely active, eroding approximately ten feet of bank every year. The RECIPIENT received funding to complete design and construction for this project in 2021 (WQC-2022-Tumwat-00092). Due to setbacks in designs and permitting, construction was delayed.

The RECIPIENT hired Stantec Consulting Services in June 2022 to help complete the designs for the project. Since the start of the project, the RECIPIENT and Stantec have completed the Cultural Resources Review and received a concurrence determination of no cultural resource impacts, created an existing conditions hydraulic model, completed the Wetland Report, and have been working with project stakeholders to approve of the conceptual design approach to move forward with. Completing final designs and permitting will be achieved with this phase II agreement.

Overall Goal:

This project will decrease the mobilization of fine sediments, 2,380 cubic yards of which are currently entering the system every year, and re-establish a 215-foot native riparian area to improve impaired riparian conditions and lower summer water temperatures. In addition, by adding large woody debris and other instream features to increase in-stream complexity, the project will restore natural river processes and improve habitat for salmonids.

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

Project Manager	Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140
Billing Contact	Bonnie Hale Department Assistant II 555 Israel Road SW Tumwater, Washington 98501 Email: bhale@ci.tumwater.wa.us Phone: (360) 754-4180
Authorized Signatory	Dan Smith Director 555 Israel Road SW Tumwater, Washington 98501 Email: desmith@ci.tumwater.wa.us Phone: (360) 754-4140

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

ECOLOGY INFORMATION

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

Physical Address: Water Quality
300 Desmond Drive SE
Lacey, WA 98503

Contacts

Project Manager	Ben Watson PO Box 47775 Olympia, Washington 98504-7775 Email: BWAT461@ecy.wa.gov Phone: (360) 480-9358
Financial Manager	Travis Casey PO Box 47600 Olympia, Washington 98504-7600 Email: TRCA461@ecy.wa.gov Phone: (564) 999-1142
Technical Advisor	Tony Whiley PO Box 47600 Olympia, Washington 98504-7600 Email: twhi461@ecy.wa.gov Phone: (360) 463-9653

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

AUTHORIZING SIGNATURES

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

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

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

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

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

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

Washington State
Department of Ecology

City of Tumwater

By:

By:

Vincent McGowan, P.E.

Date

Dan Smith

Date

Water Quality

Director

Program Manager

Template Approved to Form by
Attorney General's Office

Debbie Sullivan

City of Tumwater Mayor

Date

Agreement No: WQC-2025-Tumwat-00054
 Project Title: Pioneer Park Riparian Restoration Phase II
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 1

Task Cost: \$7,761.00

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant or loan administrative requirements.

Task Expected Outcome:

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

Grant and Loan Administration

Deliverables

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

Agreement No: WQC-2025-Tumwat-00054
 Project Title: Pioneer Park Riparian Restoration Phase II
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$48,343.00

Task Title: Design Plans, Specifications and Permitting

Task Description:

A. The RECIPIENT will complete a Section 319 Annual Load Reduction Reporting form in EAGL for all best management practices (BMPs) installed during the calendar year. This form is due January 15th each year and at project closeout.

B. The RECIPIENT will complete the following planning activities and submit all required documents to the ECOLOGY PM for review and approval, and upload to EAGL, prior to signatures (where required), and beginning work:

1. All permitting and State Environmental Policy Act (SEPA) required by federal, state, and local laws and ordinances and documentation that these requirements have been met.

2. An Inadvertent Discovery Plan (IDP) for the project site.

3. A Riparian Planting and Maintenance Plan for all work implemented using a template approved by the ECOLOGY PM.

This Plan will include maintenance and monitoring of installed riparian vegetation short-term (5-year minimum) and long-term (10-year minimum) activities after implementation. The RECIPIENT will update and submit the Final Plan after implementation (as needed).

C. The RECIPIENT will complete an ECOLOGY BMP Approval Form. The form will include, or be submitted with, all site-specific plans/designs, maps, and other supporting documents, which must be reviewed and accepted in writing by ECOLOGY to be eligible for reimbursement. All designs must comply with the requirements found in Appendix J of the SFY2025 Funding Guidelines. The RECIPIENT will upload a digital copy of the items listed below to EAGL for ECOLOGY review. Ecology review may take up to 45 days. Reduce design figures to 11x17 inches in size and ensure they are legible.

1. 90 Percent Design Package. At a minimum, this package must include 90 percent plans, specifications, engineer's opinion of cost including a schedule of eligible costs, project construction schedule, and bid insert provided by the ECOLOGY PM. The RECIPIENT agrees to respond to ECOLOGY comments. The RECIPIENT must receive an Ecology 90 Percent Design Acceptance Letter prior to proceeding to Final Design.

2. The RECIPIENT will submit a digital copy of the Final Bid Package to ECOLOGY for review and acceptance prior to advertising the project. The Final Bid Package includes: project plans, specifications, engineer's opinion of cost including a schedule of eligible costs, and project construction schedule.

Task Goal Statement:

The RECIPIENT will complete all planning, design, environmental review, and permitting tasks related to the project. The RECIPIENT will also submit the associated deliverables to ECOLOGY and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

- 90% design report completed.
- Final bid package.
- All permitting requirements completed.

Agreement No: WQC-2025-Tumwat-00054
 Project Title: Pioneer Park Riparian Restoration Phase II
 Recipient Name: City of Tumwater

Design Plans, Specifications and Permitting

Deliverables

Number	Description	Due Date
2.1	Section 319 Initial Load Reduction Reporting form. Complete in EAGL.	
2.2	Section 319 Annual Load Reduction Reporting form. Complete in EAGL by January 15th each year and at project closeout.	
2.3	Contract documents. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.4	Required permitting. Upload documentation to EAGL for each site that shows all permit requirements are met for each site, prior to project installation.	
2.5	Cultural resources Inadvertent Discovery Plan. Upload an IDP to EAGL, prior to project installation.	
2.6	Riparian Planting Plan. Upload an approved, signed plan to EAGL for each site, prior to project installation.	
2.7	Maintenance Plan. Submit draft plan to ECOLOGY PM for review and approval prior to implementation. Upload Final Stewardship Plan to EAGL after implementation.	
2.8	90 Percent Design Package. Upload to EAGL and notify ECOLOGY when complete.	
2.9	Responses to ECOLOGY 90 Percent Design Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.10	ECOLOGY 90 Percent Design Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.11	Final Bid Package. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.12	Responses to ECOLOGY Final Bid Package comments. Upload to EAGL and notify ECOLOGY when upload is complete.	
2.13	Ecology Final Bid Package Acceptance Letter. Upload to EAGL and notify ECOLOGY when upload is complete.	

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Project Title: Pioneer Park Riparian Restoration Phase II
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SCOPE OF WORK

Task Number: 3 **Task Cost:** \$13,896.00

Task Title: Construction Management

Task Description:

A. The RECIPIENT will provide construction oversight and management of the project.

B. The RECIPIENT will submit a detailed Construction Quality Assurance Plan (CQAP) to ECOLOGY for review and acceptance before the start of construction. This plan must describe how the RECIPIENT will perform adequate and competent construction oversight. Once accepted by Ecology, upload to EAGL.

C. The RECIPIENT will conduct a pre-construction conference meeting and invite ECOLOGY to attend.

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

E. Prior to execution, the RECIPIENT will submit in writing any eligible change orders that deviate from ECOLOGY-accepted plans and specifications for ECOLOGY review and acceptance. ECOLOGY must review and accept all change orders that affect grant-eligible activities prior to implementation, and all other change orders for technical merit. Change orders are to be signed by the contractor, the engineer (if appropriate), and the RECIPIENT prior to submittal to ECOLOGY for acceptance.

F. Upon completion of construction, the RECIPIENT will provide to ECOLOGY:

1. A Nonpoint Construction Completion Form signed by a professional engineer indicating that the project was completed in accordance with the plans and specifications.
2. A GIS-compatible project area in shapefile, geodatabase file, or ECOLOGY-approved equivalent.

Task Goal Statement:

The RECIPIENT will provide adequate and competent construction management and inspection for the Project during the duration of the construction process.

Task Expected Outcome:

The RECIPIENT will complete the deliverables outlined in the Construction Management Deliverables table displayed above.

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Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

Construction Management

Deliverables

Number	Description	Due Date
3.1	Executed contract for construction management services.	
3.2	Documentation of the RECIPIENT's process for procuring engineering services.	
3.3	3.2 Construction Quality Assurance Plan. Upload to EAGL and notify ECOLOGY PM upon completion.	
3.4	"As-built" plans.	
3.5	Declaration of Construction completion.	

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Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 4 **Task Cost:** \$430,000.00

Task Title: Streambank Stabilization and Buffer Restoration

Task Description:

A. The RECIPIENT will, in accordance with ECOLOGY-accepted plans and specifications (Task 2), ensure complete construction of the project.

B. The RECIPIENT will stabilize approximately 1,000 linear feet of stream channel in the Deschutes River (River Mile 2.0) to reduce sediment loading, and provide increased channel complexity to improve aquatic habitat. The RECIPIENT will implement the design, as approved by Ecology, which will include placement of approximately 50 large woody debris structures, sloping back of the current eroding bank, and aggressive replanting of the riparian area.

C. The RECIPIENT will restore at least 3 acres of riparian buffer along 375 feet of the Deschutes River to reduce stream temperature in accordance with the requirements found in Appendix J of the SFY2025 Funding Guidelines. Existing native vegetation outside of the active project footprint and access areas along the Deschutes River within the project boundary already meets the requirements of Appendix J. All planting will follow the specifications of the Riparian Planting Plan (deliverable 2.4).

D. The RECIPIENT will conduct project effectiveness monitoring and provide appropriate maintenance in accordance with the Riparian Planting and Maintenance Plan. The RECIPIENT will report the outcomes of planting toward meeting objectives in progress reports and the Recipient Close Out Report (RCOR, Task 1).

E. The RECIPIENT will install temporary signage during construction and permanent signage after construction that informs the public that Ecology funded the project.

Task Goal Statement:

Complete bank stabilization and riparian reforestation efforts along Pioneer Park, building off work from the ECY WQP 2022 funded project.

Task Expected Outcome:

A 215-foot buffer along 375 of the Deschutes River with increased riparian vegetation along 3 acres of park.

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Streambank Stabilization and Buffer Restoration

Deliverables

Number	Description	Due Date
4.1	Riparian buffer implementation. Install native trees and shrubs on 3 acres along 375 linear stream feet of the Deschutes River to form a 215-foot riparian buffer. Report progress in progress reports and final results in the Recipient Closeout Report (Task 1).	
4.2	Vegetation and monitoring and maintenance. Provide effectiveness monitoring and maintenance to achieve objectives in accordance with the Riparian Planting and Maintenance Plan. Provide results in progress reports and final plant survival and density in the Recipient Closeout Report (Task 1).	
4.3	Restore stream bank and channel. Install stream stabilizing elements: such as riffle(s), rock barbs, or large woody debris along 1,000 feet of channel, in accordance with approved Final Design Package. Include before and after photos and summary of metrics in progress reports and Recipient Closeout Report (RCOR, Task 1).	

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BUDGET

Funding Distribution EG250298

NOTE: *The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.*

Funding Title: Centennial Funding Type: Grant
 Funding Effective Date: 01/31/2025 Funding Expiration Date: 01/30/2028

Funding Source:

Title: Centennial-SFY25

Fund: FD

Type: State

Funding Source %: 100%

Description: The Centennial Clean Water Program provides grants for nonpoint source pollution control activity projects and wastewater projects.

Approved Indirect Costs Rate: Approved State Indirect Rate: 0%

Recipient Match %: 0%

InKind Interlocal Allowed: No

InKind Other Allowed: No

Is this Funding Distribution used to match a federal grant? No

Centennial	Task Total
Grant and Loan Administration	\$ 7,761.00
Design Plans, Specifications and Permitting	\$ 48,343.00
Construction Management	\$ 13,896.00
Streambank Stabilization and Buffer Restoration	\$ 430,000.00

Total: \$ 500,000.00

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 Recipient Name: City of Tumwater

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Centennial	0.00 %	\$ 0.00	\$ 500,000.00	\$ 500,000.00
Total		\$ 0.00	\$ 500,000.00	\$ 500,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

WQC-2024—Water Quality Program Special Terms and Conditions (Update June 2023)

SECTION 1: DEFINITIONS

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

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

“Administrative Requirements” means the effective edition of ECOLOGY's Administrative Requirements for Recipients of Ecology Grants and Loans at the signing of this agreement.

“Annual Debt Service” for any calendar year means for any applicable bonds or loans including the loan, all interest plus all principal due on such bonds or loans in such year.

“Average Annual Debt Service” means, at the time of calculation, the sum of the Annual Debt Service for the remaining years of the loan to the last scheduled maturity of the loan divided by the number of those years.

“Accrued Interest” means the interest incurred as loan funds are disbursed.

“Acquisition” means the purchase or receipt of a donation of fee or less than fee interests in real property. These interests include, but are not limited to, conservation easements, access/trail easements, covenants, water rights, leases, and mineral rights.

“Build American Buy American (BABA)” means a portion of the Infrastructure Investment and Jobs Act and establishes a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022.

“Bipartisan Infrastructure Law (BIL)” means funding to improve drinking water, wastewater and stormwater infrastructure.

“Centennial Clean Water Program” means the state program funded from various state sources.

“Contract Documents” means the contract between the RECIPIENT and the construction contractor for construction of the project.

“Construction Materials” means an article, material, or supply (other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; aggregate binding agents or additives; or non-permanent products) that is or consists primarily of, non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), (including optic glass), lumber, and drywall.

“Cost Effective Analysis” means a comparison of the relative cost-efficiencies of two or more potential ways of solving a water

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quality problem as described in Chapter 173-98-730 WAC.

“Davis Bacon Prevailing Wage Act” means the federal law mandating on-site workers on public works projects be paid certain wages, benefits, and overtime (also known as “prevailing wage” on all government-funded construction, alteration, and repair projects.

“Defease” or “Defeasance” means the setting aside in escrow or other special fund or account of sufficient investments and money dedicated to pay all principal of and interest on all or a portion of an obligation as it comes due.

“Effective Date” means the earliest date on which eligible costs may be incurred.

“Effective Interest Rate” means the total interest rate established by Ecology that includes the Administrative Charge.

“Estimated Loan Amount” means the initial amount of funds loaned to the RECIPIENT.

“Estimated Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Estimated Loan Amount and the estimated schedule for completion of the project.

“Equivalency” means the amount of State Revolving Fund (SRF) funding each funding cycle equivalent to the EPA grant to Ecology.

“Equivalency Project” means State Revolving Fund (SRF) funded project(s) designated by ECOLOGY to receive federal funding and meet additional federal requirements.

“Expiration Date” means the latest date on which eligible costs may be incurred.

“Final Accrued Interest” means the interest accrued beginning with the first disbursement of funds to the RECIPIENT through such time as the loan is officially closed out and a final loan repayment schedule is issued.

“Final Loan Amount” means all principal of and accrued interest on the loan from the Project Start Date through the Project Completion Date.

“Final Loan Repayment Schedule” means the schedule of loan repayments over the term of the loan based on the Final Loan Amount and the initiation of operation or completion date, whichever comes first.

“Forgivable Principal” means the portion of a loan that is not required to be paid back by the borrower.

“General Obligation Debt” means an obligation of the RECIPIENT secured by annual ad valorem taxes levied by the RECIPIENT and by the full faith, credit, and resources of the RECIPIENT.

“General Obligation Payable from Special Assessments Debt” means an obligation of the RECIPIENT secured by a valid general obligation of the Recipient payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.

“Gross Revenue” means all of the earnings and revenues received by the RECIPIENT from the maintenance and operation of the Utility and all earnings from the investment of money on deposit in the Loan Fund, except (i) Utility Local Improvement Districts (ULID) Assessments, (ii) government grants, (iii) RECIPIENT taxes, (iv) principal proceeds of bonds and other obligations, or (v) earnings or proceeds (A) from any investments in a trust, Defeasance, or escrow fund created to Defease or refund Utility obligations or (B) in an obligation redemption fund or account other than the Loan Fund until commingled with other earnings and revenues of the Utility or (C) held in a special account for the purpose of paying a rebate to the United States Government under the Internal Revenue Code.

“Guidelines” means the ECOLOGY’s Funding Guidelines that that correlate to the State Fiscal Year in which the project is funded.

“Initiation of Operation Date” means the actual date the facility financed with proceeds of the loan begins to operate for its intended purpose. (For loans only)

“Iron and Steel Products” means products made primarily of iron or steel including but may not be limited to: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

“Loan” means the Washington State Water Pollution Control Revolving Fund Loan or Centennial Clean Water Fund (Centennial) Loan made pursuant to this loan agreement.

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“Loan Amount” means either an Estimated Loan Amount or a Final Loan Amount, as applicable.

“Loan Fund” means the special fund created by the RECIPIENT for the repayment of the principal of and interest on the loan.

“Loan Security” means the mechanism by which the RECIPIENT pledges to repay the loan.

“Loan Term” means the repayment period of the loan.

“Maintenance and Operation Expense” means all reasonable expenses incurred by the RECIPIENT in causing the Utility to be operated and maintained in good repair, working order, and condition including payments to other parties, but will not include any depreciation or RECIPIENT levied taxes or payments to the RECIPIENT in lieu of taxes.

“Manufactured Products” means, items and construction materials composed in whole or in part of non-ferrous metals such as aluminum plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

“Produced in the United States” means for iron and steel products, that all manufacturing processes, from the initial melting state through the application of coatings, occurred in the United States.

“Net Revenue” means the Gross Revenue less the Maintenance and Operation Expense.

“Original Engineer’s Estimate” means the engineer’s estimate of construction costs included with bid documents.

“Prevailing Wage” means hourly wage, usual benefits, and overtime paid in the largest city in each county, to the majority of workers, laborers, and mechanics performing the same work. The rate is established separately for each county.

“Principal and Interest Account” means, for a loan that constitutes Revenue-Secured Debt, the account created in the loan fund to be first used to repay the principal of and interest on the loan.

“Project” means the project described in this agreement.

“Project Completion Date” means the date specified in the agreement on which the Scope of Work will be fully completed and is the last day eligible costs can be incurred. This term is only used in loan agreements.

“Project Schedule” means that schedule for the project specified in the agreement.

“Revenue-Secured Debt” means an obligation of the RECIPIENT secured by a pledge of the revenue of a utility and one not a general obligation of the RECIPIENT.

“Reserve Account” means, for a loan that constitutes a Revenue Secured Debt and if specifically identified as a term and condition of the funding agreement, the account of that name created in the loan fund to secure the payment of the principal of and interest on the loan.

“Risk-Based Determination” means an approach to sub-recipient monitoring and oversight based on risk factors associated to a RECIPIENT or project.

“Scope of Work” means the tasks and activities constituting the project.

“Section 319” means the section of the Clean Water Act that provides funding to address nonpoint sources of water pollution.

“Senior Lien Obligations” means all revenue bonds and other obligations of the RECIPIENT outstanding on the date of execution of this loan agreement (or subsequently issued on a parity therewith, including refunding obligations) or issued after the date of execution of this loan agreement having a claim or lien on the Gross Revenue of the Utility prior and superior to the claim or lien of the loan, subject only to Maintenance and Operation Expense.

“State Water Pollution Control Revolving Fund (Revolving Fund)” means the water pollution control revolving fund established by Chapter 90.50A.020 RCW.

“Termination Date” means the effective date of ECOLOGY’s termination of the agreement.

“Termination Payment Date” means the date on which the RECIPIENT is required to repay to ECOLOGY any outstanding balance of the loan and all accrued interest.

“Total Eligible Project Cost” means the sum of all costs associated with a water quality project that have been determined to be eligible for ECOLOGY grant or loan funding, including any required recipient match.

“Total Project Cost” means the sum of all costs associated with a water quality project, including costs that are not eligible for ECOLOGY grant or loan funding.

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“Unique Entity Identity Identifier (UEI)” means a 12-character alphanumeric ID assigned by SAM.gov. to an entity doing business with or receiving funds from the federal government. This number replaces the DUNS number.

“ULID” means any utility local improvement district of the RECIPIENT created for the acquisition or construction of additions to and extensions and betterments of the Utility.

“ULID Assessments” means all assessments levied and collected in any ULID. Such assessments are pledged to be paid into the Loan Fund (less any prepaid assessments permitted by law to be paid into a construction fund or account). ULID Assessments will include principal installments and any interest or penalties which may be due.

“Utility” means the sewer system, stormwater system, or the combined water and sewer system of the RECIPIENT, the Net Revenue of which is pledged to pay and secure the loan.

SECTION 2: CONDITIONS APPLY TO ALL RECIPIENTS OF WATER QUALITY COMBINED FINANCIAL ASSISTANCE FUNDING.

The Water Quality Financial Assistance Funding Guidelines are included in this agreement by reference and are available on ECOLOGY’s Water Quality Program website.

A. Accounting Standards: The RECIPIENT shall maintain accurate records and accounts for the project (PROJECT Records) in accordance with Generally Accepted Accounting Principles (GAAP) as issued by the Governmental Accounting Standards Board (GASB), including standards related to the reporting of infrastructure assets or in accordance with the standards in Chapter 43.09.200 RCW “Local Government Accounting – Uniform System of Accounting.”

B. Architectural and Engineering Services: The RECIPIENT certifies by signing this agreement that the requirements of Chapter 39.80 RCW, “Contracts for Architectural and Engineering Services,” have been, or shall be, met in procuring qualified architectural/engineering services. The RECIPIENT shall identify and separate eligible and ineligible costs in the final architectural/engineering services contract and submit a copy of the contract to ECOLOGY.

C. Acquisition: The following provisions shall be in force only if the project described in this agreement is an acquisition project:

- a. Evidence of Land Value and Title. The RECIPIENT shall submit documentation of the cost of the property rights and the type of ownership interest that has been acquired.
- b. Legal Description of Real Property Rights Acquired. The legal description of the real property rights purchased with funding assistance provided through this agreement (and protected by a recorded conveyance of rights to the State of Washington) shall be incorporated into the agreement before final payment.
- c. Conveyance of Rights to the State of Washington. Upon purchase of real property rights (both fee simple and lesser interests), the RECIPIENT shall execute the document necessary to convey certain rights and responsibilities to ECOLOGY, on behalf of the State of Washington. The documents required will depend on the project type, the real property rights being acquired, and whether or not those rights are being acquired in perpetuity (see options below). The RECIPIENT shall use language provided by ECOLOGY, to record the executed document in the County where the real property lies, and to provide a copy of the recorded document to ECOLOGY.

Documentation Options:

1. Deed of Right. The Deed of Right conveys to the people of the state of Washington the right to preserve, protect, and/or use the property for public purposes consistent with the fund source. RECIPIENTS shall use this document when acquiring real property rights that include the underlying land. This document may also be applicable for those easements where the RECIPIENT has acquired a perpetual easement for public purposes. The RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the deed of right.
2. Assignment of Rights. The Assignment of Rights document transfers certain rights such as access and enforcement to ECOLOGY. The RECIPIENT shall use this document when an easement or lease is being acquired for water quality and habitat conservation. The Assignment of Rights requires the signature of the underlying landowner and must be incorporated by reference in the easement document.
3. Easements and Leases. The RECIPIENT may incorporate required language from the Deed of Right or Assignment of Rights directly into the easement or lease document, thereby eliminating the requirement for a separate document. Language

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will depend on the situation; therefore, the RECIPIENT must obtain ECOLOGY approval on the draft language prior to executing the easement or lease.

d. Real Property Acquisition and Relocation Assistance.

1. Federal Acquisition Policies. See Section 4 of this agreement for requirements specific to Section 319 and SRF funded projects.
2. State Acquisition Policies. When state funds are part of this agreement, the RECIPIENT agrees to comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policy of the State of Washington, Chapter 8.26 RCW, and Chapter 468-100 WAC.
3. Housing and Relocation. In the event that housing and relocation costs, as required by federal law set out in subsection (1) above and/or state law set out in subsection (2) above, are involved in the execution of this project, the RECIPIENT agrees to provide any housing and relocation assistance required.

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:

- i. No hazardous substances were found on the site, or
- ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”

2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.

3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

f. Restriction On Conversion Of Real Property And/Or Facilities To Other Uses

The RECIPIENT shall not at any time convert any real property (including any interest therein) or facility acquired, developed, maintained, renovated, and/or restored pursuant to this agreement to uses other than those purposes for which funds were approved without prior approval of ECOLOGY. For acquisition projects that are term limited, such as one involving a lease or a term-limited restoration, renovation or development project or easement, this restriction on conversion shall apply only for the length of the term, unless otherwise provided in written documents or required by applicable state or federal law. In such case, the restriction applies to such projects for the length of the term specified by the lease, easement, deed, or landowner agreement.

D. Best Management Practices (BMP) Implementation: If the RECIPIENT installs BMPs that are not approved by ECOLOGY prior to installation, the RECIPIENT assumes the risk that part or all of the reimbursement for that activity may be delayed or ineligible. For more details regarding BMP Implementation, please reference the Water Quality Financial Assistance Funding Guidelines available on ECOLOGY's Water Quality Program funding website.

E. Electronic Fund Transfers: Payment will be issued through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process or electronic fund transfers, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.

F. Equipment Purchase: Equipment purchases over \$5,000 and not included in the scope of work or the Ecology approved construction plans and specifications, must be pre-approved by ECOLOGY's project manager before purchase. All equipment purchases over \$5,000 and not included in a contract for work being completed on the funded project, must also be reported on the Equipment Purchase Report in EAGL.

G. Funding Recognition: The RECIPIENT must inform the public about any ECOLOGY or EPA funding participation in this

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project through the use of project signs, acknowledgement in published materials, reports, the news media, websites, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs. Contact your Ecology Project Team to determine the appropriate recognition for your project.

H. Growth Management Planning: The RECIPIENT certifies by signing this agreement that it is in compliance with the requirements of Chapter 36.70A RCW, "Growth Management Planning by Selected Counties and Cities." If the status of compliance changes, either through RECIPIENT or legislative action, the RECIPIENT shall notify ECOLOGY in writing of this change within 30 days.

I. Interlocal: The RECIPIENT certifies by signing this agreement that all negotiated interlocal agreements necessary for the project are, or shall be, consistent with the terms of this agreement and Chapter 39.34 RCW, "Interlocal Cooperation Act." The RECIPIENT shall submit a copy of each interlocal agreement necessary for the project to ECOLOGY upon request.

J. Lobbying and Litigation: Costs incurred for the purposes of lobbying or litigation are not eligible for funding under this agreement.

K. Post Project Assessment Survey: The RECIPIENT agrees to participate in a brief survey regarding the key project results or water quality project outcomes and the status of long-term environmental results or goals from the project approximately three years after project completion. A representative from ECOLOGY's Water Quality Program may contact the RECIPIENT to request this data. ECOLOGY may also conduct site interviews and inspections, and may otherwise evaluate the project, as part of this assessment.

L. Project Status Evaluation: ECOLOGY may evaluate the status at any time. ECOLOGY's Project Manager and Financial Manager will meet with the RECIPIENT to review spending trends, completion of outcome measures, and overall project administration and performance. If the RECIPIENT fails to make satisfactory progress toward achieving project outcomes, ECOLOGY may change the scope of work, reduce grant funds, or increase oversight measures.

M. Technical Assistance: Technical assistance for agriculture activities provided under the terms of this agreement shall be consistent with the current U.S. Natural Resource Conservation Service ("NRCS") Field Office Technical Guide for Washington State and specific requirements outlined in the Water Quality Funding Guidelines. Technical assistance, proposed practices, or project designs that do not meet these standards may be eligible if approved in writing by ECOLOGY.

SECTION 3: CONDITIONS APPLY TO SECTION 319 AND CENTENNIAL CLEAN WATER FUNDED PROJECTS BEING USED TO MATCH SECTION 319 FUNDS.

The RECIPIENT must submit the following documents to ECOLOGY before this agreement is signed by ECOLOGY:

1. Federal Funding Accountability and Transparency Act (FFATA) Form is available on the Water Quality Program website and must be completed and submitted to Ecology. (This form is used for Section 319 (federal) funds only)
2. "Section 319 Initial Data Reporting" form must be completed in EAGL.

A. Data Reporting: The RECIPIENT must complete the "Section 319 Initial Data Reporting" form in EAGL before this agreement can be signed by Ecology. This form is used to gather general information about the project for EPA.

B. Funding Recognition and Outreach: In addition to Section 2.F. of these Special Terms and Conditions, the RECIPIENT shall provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo and follow usage requirements available at <http://www2.epa.gov/stylebook/using-epa-seal-and-logo>. To obtain the appropriate EPA logo or seal graphic file, the RECIPIENT may send a request to their Ecology Financial Manager.

To increase public awareness of projects serving communities where English is not the predominant language, RECIPIENTS are encouraged to provide their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable. (Applies to both the Section 319 funded projects and the Centennial match projects)

The RECIPIENT shall use the following paragraph in all reports, documents, and signage developed under this agreement: (Applies to Section 319 funded projects only)

"This project has been funded wholly or in part by the United States Environmental Protection Agency under an assistance agreement to the Washington State Department of Ecology. The contents of this document do not necessarily reflect the views

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and policies of the Environmental Protection Agency, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use.”

C. Load Reduction Reporting: The RECIPIENT shall complete the “Section 319 Annual Load Reduction Reporting” form in EAGL by January 15 of each year and at project close-out. ECOLOGY may hold reimbursements until the RECIPIENT has completed the form. This form is used to gather information on best management practices (BMPs) installed and associated pollutant load reductions that were funded as a part of this project.

D. Time Extension: The RECIPIENT may request a one-time extension for up to 12 months. However, the time extension cannot exceed the time limitation established in EPA’s assistance agreement. In the event a time extension is requested and approved by ECOLOGY, the RECIPIENT must complete all eligible work performed under this agreement by the expiration date. (For Section 319 funded projects only)

SECTION 4: CONDITIONS APPLY TO ALL FEDERAL FUNDING AGREEMENTS, INCLUDING SECTION 319, State Revolving Fund (SRF) Equivalency Projects, and SEWER OVERFLOW AND STORMWATER REUSE MUNICIPAL GRANT (OSG)

A. Acquisitions: RECIPIENTS shall comply with the terms and conditions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 84 Stat. 1894 (1970)--Public Law 91-646, as amended by the Surface Transportation and Uniform Relocation Assistance Act, PL 100-17-1987, and applicable regulations and procedures of the federal agency implementing that Act.

B. Audit Requirements: In accordance with 2 CFR 200.501(a), the RECIPIENT agrees to obtain a single audit from an independent auditor, if their organization expends \$750,000 or more in total Federal funds in their fiscal year. The RECIPIENT must submit the form SF-SAC and a Single Audit Report Package within 9 months of the end of the fiscal year or 30 days after receiving the report from an independent auditor. The SF-SAC and a Single Audit Report Package MUST be submitted using the Federal Audit Clearinghouse’s Internet Data Entry System available at: <https://facweb.census.gov/>.

C. Archaeological Resources and Historic Properties (Section 106): This requires completion of the Ecology Cultural Resources Review Form, coordination with Ecology Cultural Resources staff, and receipt of the Ecology Final Determination prior to any property acquisition and above and below ground disturbing activities.

D. Architectural and Engineering Services Procurement: The RECIPIENT must procure architectural and engineering services in accordance with the federal requirements in Chapter 11 of Title 40, U.S.C. (see <https://uscode.house.gov/view.xhtml?path=/prelim@title40/subtitle1/chapter11&edition=prelim>).

E Build America, Buy America (BABA – Pub. L. No. 117-58, 70901-52) (Federally funded SRF Equivalency projects only): The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding agrees to comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (“IIJA”/BIL), Public Law No. 117-58) which the RECIPIENT understands includes, but is not limited to, the following requirements: that all the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States (“Build America, Buy America Requirements”) unless (i) the RECIPIENT has requested and obtained a waiver from the cognizant Agency pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) all of the contributing Agencies have otherwise advised the RECIPIENT in writing that the Build America, Buy America Requirements are not applicable to the project.

RECIPIENT shall comply with all record keeping and reporting requirements under all applicable legal authorities, including any reports required by the funding authority (such as EPA and/or a state), such as performance indicators of program deliverables, information on costs and project progress. The RECIPIENT identified by ECOLOGY as receiving federal equivalency funding, understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the applicable legal requirements and this Agreement may result in a default hereunder that results in a repayment of the assistance agreement in advance of termination and/or repayment of assistance, and/or other remedial actions.

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EPA has granted an adjustment period waiver of the requirements of Section 70914(a) of the BIL, pursuant to Section 70914(b)(1) (public interest waiver), for eligible projects financed by SRF projects that have initiated project design planning prior to May 14, 2022, the statutory effective date of the BABA requirements. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. This action permits the use of non-domestic manufactured products and construction materials in such projects funded by a Clean Water or Drinking Water SRF that may otherwise be prohibited under the BABA requirements of Section 70914. Sections 70917(a) and (b) of BIL provide a savings provision for existing statutory requirements that meet or exceed BABA requirements. The statutory American Iron and Steel (AIS) requirements of Clean Water Act (CWA) Section 608 and Safe Drinking Water Act (SDWA) Section 1452(a)(4) has previously applied to SRF projects and will continue to do so as part of BABA requirements.

Where manufactured products used in the project are required to be produced in the United States, manufactured product shall mean manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation. The manufactured products included cover the majority of potential water infrastructure products, including complex products made up of a variety of material types and components. For water infrastructure projects, commonly manufactured products would include, but not be limited to, pumps, motors, blowers, aerators, generators, instrumentation and control systems, gauges, meters, measurement equipment, treatment equipment, dewatering equipment, actuators, and many other mechanical and electrical items.

F. Disadvantaged Business Enterprise (DBE): General Compliance, 40 CFR, Part 33. The RECIPIENT agrees to comply with the requirements of the Environmental Protection Agency's Program for Utilization of Small, Minority, and Women's Business Enterprises (MBE/WBE) 40CFR, Part 33 in procurement under this agreement.

Six Good Faith Efforts, 40 CFR, Part 33, Subpart C. The RECIPIENT agrees to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under this agreement. Records documenting compliance with the following six good faith efforts shall be retained:

- 1) Ensure Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government RECIPIENTS, this shall include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
- 3) Consider, in the contracting process, whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State, and Local Government RECIPIENTS, this shall include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
- 4) Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
- 5) Use services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the five good faith efforts steps in paragraphs 1 through 5 above.

The RECIPIENT agrees to submit ECOLOGY's Contractor Participation Report Form D with each payment request. Contract Administration Provisions, 40 CFR, Section 33.302. The RECIPIENT agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

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Non-discrimination Provision. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The RECIPIENT shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the RECIPIENT to carry out these requirements is a material breach of this agreement which may result in the termination of this contract or other legally available remedies.

This does not preclude the RECIPIENT from enacting broader nondiscrimination protections.

The RECIPIENT shall comply with all federal and state nondiscrimination laws, including but not limited to, Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the RECIPIENT's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this agreement may be rescinded, canceled, or terminated in whole or in part and the RECIPIENT may be declared ineligible for further funding from ECOLOGY. The RECIPIENT shall, however, be given a reasonable time in which to cure this noncompliance.

The RECIPIENT shall include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services pertaining to this agreement.

"The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract or other legally available remedies."

Bidder List, 40 CFR, Section 33.501(b) and (c). The RECIPIENT agrees to create and maintain a bidders list. The bidders list shall include the following information for all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs.

1. Entity's name with point of contact
2. Entity's mailing address, telephone number, and e-mail address
3. The procurement on which the entity bid or quoted, and when
4. Entity's status as an MBE/WBE or non-MBE/WBE

G. Electronic and information Technology (EIT) Accessibility: RECIPIENTS shall ensure that loan funds provided under this agreement for costs in the development or purchase of EIT systems or products provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology as per Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7.

Systems or products funded under this agreement must be designed to meet the diverse needs of users without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assistive technology.

H. Federal Funding Accountability and Transparency Act (FFATA) Form, available on the Water Quality Program website.

I. Hotel-Motel Fire Safety Act: The RECIPIENT shall ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (15 USC 2225a, PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act. Pursuant to 15 USC 2225a.

J. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a

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character similar in the locality as determined by the Secretary of Labor.

The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request. Wage determinations and instructions for their use can be found at <https://sam.gov/>.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request. Where conflicts arise between the State prevailing wage rates and Davis-Bacon Act prevailing wage requirements the more stringent requirement shall govern. Washington State prevailing wage rates can be found at <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>

K. Trafficking in Persons: The RECIPIENT and RECIPIENT employees that are private entities shall not engage in forms of trafficking in persons. This includes, but is not limited to, the procurement of a commercial sex act or forced labor. The RECIPIENT shall notify ECOLOGY immediately of any information received from any source alleging a violation under this provision.

L. Unique Entity Identity Identifier (UEI): The RECIPIENT agrees to register with and make their registration public in the System for Award Management (SAM.gov). The RECIPIENT will be assigned a UEI and agree to include their UEI Number under their organization’s information in EAGL. The UEI number must be entered into EAGL before a funding agreement is signed.

SECTION 5: CONDITIONS APPLY TO STATE REVOLVING FUND (SRF) LOAN FUNDED PROJECTS ONLY.

The RECIPIENT must submit the following documents/forms to ECOLOGY before this agreement is signed by ECOLOGY:

1. Financial Capability Assessment Documentation (upon request)
2. Opinion of RECIPIENT’s Legal Council – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
3. Authorizing Ordinance or Resolution – Must be uploaded to the General Uploads form in EAGL.
4. Federal Funding Accountability and Transparency Act (FFATA) Form (Required for all federally funded SRF Equivalency projects – Form available on the Ecology website must be completed and uploaded to the General Uploads form in EAGL.
5. CWSRF Federal Reporting Information form – Must be completed in EAGL.
6. Fiscal Sustainability Plan (Asset Management) Certification Form (Only required if the project includes construction of a wastewater or stormwater facility construction) – Must be completed in EAGL.
7. Cost and Effectiveness Analysis Certification Form (Required for all projects receiving SRF Loan funding) – Must be completed in EAGL.
8. State Environmental Review Process (SERP) Documentation (Required for treatment works projects only) – Must be uploaded to the Environmental and Cultural Review form in EAGL.

A. Alteration and Eligibility of Project: During the term of this agreement, the RECIPIENT (1) shall not materially alter the design or structural character of the project without the prior written approval of ECOLOGY and (2) shall take no action which would adversely affect the eligibility of the project as defined by applicable funding program rules and state statutes, or which would cause a violation of any covenant, condition, or provision herein.

B. American Iron and Steel (Buy American – P.L 113-76, Consolidated Appropriations Act 2014, Section 436): This loan provision applies to projects for the construction, alteration, maintenance, or repair of a “treatment works” as defined in the Federal Water Pollution Control Act (33 USC 1381 et seq.) The RECIPIENT shall ensure that all iron and steel products

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used in the project are produced in the United States. Iron and Steel products means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. The RECIPIENT may request waiver from this requirement from the Administrator of the Environmental Protection Agency. The RECIPIENT must coordinate all waiver requests through ECOLOGY. This provision does not apply if the engineering plans and specifications for the project were approved by ECOLOGY prior to January 17, 2014. ECOLOGY reserves the right to request documentation of RECIPIENT'S compliance with this provision.

C. Authority of RECIPIENT: This agreement is authorized by the Constitution and laws of the state of Washington, including the RECIPIENT's authority, and by the RECIPIENT pursuant to the authorizing ordinance or resolution. The RECIPIENT shall submit a copy of the authorizing ordinance or resolution to the ECOLOGY Financial Manager before this agreement shall be signed by ECOLOGY.

D. Equivalency Projects: ECOLOGY designated equivalency project and alternative designated equivalency project RECIPIENTS agree to accept federal funds and the federal requirements that accompany the funds. This includes all the requirements in Section 4 and this Section.

E. Fiscal Sustainability Plan Certification: The RECIPIENT shall submit a completed Fiscal Sustainability Plan Certification before this agreement is signed by ECOLOGY. The Fiscal Sustainability Plan Certification is available from the ECOLOGY Financial Manager or on the Water Quality Program website.

F. Funding Recognition and Outreach: The RECIPIENT agrees to comply with the EPA SRF Signage Guidance to enhance public awareness of EPA assistance agreements nationwide. Signage guidance can be found at:
<https://ecology.wa.gov/About-us/How-we-operate/Grants-loans/Find-a-grant-or-loan/Water-Quality-grants-and-loans/Facility-project-resources>.

G. Insurance: The RECIPIENT shall at all times carry fire and extended insurance coverage, public liability, and property damage, and such other forms of insurance with responsible insurers and policies payable to the RECIPIENT on such of the buildings, equipment, works, plants, facilities, and properties of the Utility as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, and against such claims for damages as are ordinarily carried by municipal or privately-owned utilities engaged in the operation of like systems, or it shall self-insure or participate in an insurance pool or pools with reserves adequate, in the reasonable judgment of the RECIPIENT, to protect it against loss.

H. Litigation Authority: No litigation is now pending, or to the RECIPIENT's knowledge, threatened, seeking to restrain, or enjoin:

- (i) the execution of this agreement; or
- (ii) the fixing or collection of the revenues, rates, and charges or the formation of the ULID and the levy and collection of ULID Assessments therein pledged to pay the principal of and interest on the loan (for revenue secured lien obligations); or
- (iii) the levy and collection of the taxes pledged to pay the principal of and interest on the loan (for general obligation-secured loans and general obligation payable from special-assessment-secured loans); or
- (iv) in any manner questioning the proceedings and authority under which the agreement, the loan, or the project are authorized. Neither the corporate existence, or boundaries of the RECIPIENT nor the title of its present officers to their respective offices is being contested. No authority or proceeding for the execution of this agreement has been repealed, revoked, or rescinded.

I. Loan Interest Rate and Terms: This loan agreement shall remain in effect until the date of final repayment of the loan, unless terminated earlier according to the provisions herein.

When the Project Completion Date has occurred, ECOLOGY and the RECIPIENT shall execute an amendment to this loan agreement which details the final loan amount (Final Loan Amount), and ECOLOGY shall prepare a final loan repayment schedule. The Final Loan Amount shall be the combined total of actual disbursements made on the loan and all accrued interest to the computation date.

The Estimated Loan Amount and the Final Loan Amount (in either case, as applicable, a "Loan Amount") shall bear interest

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based on the interest rate identified in this agreement as the “Effective Interest Rate,” per annum, calculated on the basis of a 365-day year. Interest on the Estimated Loan Amount shall accrue from and be compounded monthly based on the date that each payment is mailed to the RECIPIENT. The Final Loan Amount shall be repaid in equal installments, semiannually, over the term of this loan “Loan Term” as outlined in this agreement.

J. Loan Repayment:

Sources of Loan Repayment

1. Nature of RECIPIENT's Obligation. The obligation of the RECIPIENT to repay the loan from the sources identified below and to perform and observe all other agreements and obligations on its part, contained herein, shall be absolute and unconditional, and shall not be subject to diminution by setoff, counterclaim, or abatement of any kind. To secure the repayment of the loan from ECOLOGY, the RECIPIENT agrees to comply with all the covenants, agreements, and attachments contained herein.
2. For General Obligation. This loan is a General Obligation Debt of the RECIPIENT.
3. For General Obligation Payable from Special Assessments. This loan is a General Obligation Debt of the RECIPIENT payable from special assessments to be imposed within the constitutional and statutory tax limitations provided by law without a vote of the electors of the RECIPIENT on all the taxable property within the boundaries of the RECIPIENT.
4. For Revenue-Secured: Lien Position. This loan is a Revenue-Secured Debt of the RECIPIENT's Utility. This loan shall constitute a lien and charge upon the Net Revenue junior and subordinate to the lien and charge upon such Net Revenue of any Senior Lien Obligations.

In addition, if this loan is also secured by Utility Local Improvement Districts (ULID) Assessments, this loan shall constitute a lien upon ULID Assessments in the ULID prior and superior to any other charges whatsoever.

5. Other Sources of Repayment. The RECIPIENT may repay any portion of the loan from any funds legally available to it.
6. Defeasance of the Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT shall not be entitled to, and shall not affect, an economic Defeasance of the loan. The RECIPIENT shall not advance refund the loan.

If the RECIPIENT defeases or advance refunds the loan, it shall be required to use the proceeds thereof immediately upon their receipt, together with other available RECIPIENT funds, to repay both of the following:

- (i) The Loan Amount with interest
- (ii) Any other obligations of the RECIPIENT to ECOLOGY under this agreement, unless in its sole discretion ECOLOGY finds that repayment from those additional sources would not be in the public interest.

Failure to repay the Loan Amount plus interest within the time specified in ECOLOGY's notice to make such repayment shall incur Late Charges and shall be treated as a Loan Default.

7. Refinancing or Early Repayment of the Project. So long as ECOLOGY shall hold this loan, the RECIPIENT shall give ECOLOGY thirty days written notice if the RECIPIENT intends to refinance or make early repayment of the loan.

Method and Conditions on Repayments

1. Semiannual Payments. Notwithstanding any other provision of this agreement, the first semiannual payment of principal and interest on this loan shall be due and payable no later than one year after the project completion date or initiation of operation date, whichever comes first.

Thereafter, equal payments shall be due every six months.

If the due date for any semiannual payment falls on a Saturday, Sunday, or designated holiday for Washington State agencies, the payment shall be due on the next business day for Washington State agencies.

Payments shall be mailed to:

Department of Ecology
 Cashiering Unit
 P.O. Box 47611
 Olympia WA 98504-7611

In lieu of mailing payments, electronic fund transfers can be arranged by working with ECOLOGY's Financial Manager.

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No change to the amount of the semiannual principal and interest payments shall be made without a mutually signed amendment to this agreement. The RECIPIENT shall continue to make semiannual payments based on this agreement until the amendment is effective, at which time the RECIPIENT's payments shall be made pursuant to the amended agreement.

2. Late Charges. If any amount of the Final Loan Amount or any other amount owed to ECOLOGY pursuant to this agreement remains unpaid after it becomes due and payable, ECOLOGY may assess a late charge. The late charge shall be one percent per month on the past due amount starting on the date the debt becomes past due and until it is paid in full.

3. Repayment Limitations. Repayment of the loan is subject to the following additional limitations, among others: those on defeasance, refinancing and advance refunding, termination, and default and recovery of payments.

4. Prepayment of Loan. So long as ECOLOGY shall hold this loan, the RECIPIENT may prepay the entire unpaid principal balance of and accrued interest on the loan or any portion of the remaining unpaid principal balance of the Loan Amount. Any prepayments on the loan shall be applied first to any accrued interest due and then to the outstanding principal balance of the Loan Amount. If the RECIPIENT elects to prepay the entire remaining unpaid balance and accrued interest, the RECIPIENT shall first contact ECOLOGY's Revenue/Receivable Manager of the Fiscal Office.

K. Loan Security

Due Regard: For loans secured with a Revenue Obligation: The RECIPIENT shall exercise due regard for Maintenance and Operation Expense and the debt service requirements of the Senior Lien Obligations and any other outstanding obligations pledging the Gross Revenue of the Utility, and it has not obligated itself to set aside and pay into the loan Fund a greater amount of the Gross Revenue of the Utility than, in its judgment, shall be available over and above such Maintenance and Operation Expense and those debt service requirements.

Where collecting adequate gross utility revenue requires connecting additional users, the RECIPIENT shall require the sewer system connections necessary to meet debt obligations and expected operation and maintenance expenses.

Levy and Collection of Taxes (if used to secure the repayment of the loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges to include in its budget and levy taxes annually within the constitutional and statutory tax limitations provided by law without a vote of its electors on all of the taxable property within the boundaries of the RECIPIENT in an amount sufficient, together with other money legally available and to be used therefore, to pay when due the principal of and interest on the loan, and the full faith, credit and resources of the RECIPIENT are pledged irrevocably for the annual levy and collection of those taxes and the prompt payment of that principal and interest.

Not an Excess Indebtedness: For loans secured with a general obligation pledge or a general obligation pledge on special assessments: The RECIPIENT agrees that this agreement and the loan to be made do not create an indebtedness of the RECIPIENT in excess of any constitutional or statutory limitations.

Pledge of Net Revenue and ULID Assessments in the ULID (if used to secure the repayment of this loan): For so long as the loan is outstanding, the RECIPIENT irrevocably pledges the Net Revenue of the Utility, including applicable ULID Assessments in the ULID, to pay when due the principal of and interest on the loan.

Utility Local Improvement District (ULID) Assessment Collection (if used to secure the repayment of the loan): All ULID Assessments in the ULID shall be paid into the Loan Fund and used to pay the principal of and interest on the loan.

L. Maintenance and Operation of a Funded Utility: The RECIPIENT shall, at all times, maintain and keep the funded Utility in good repair, working order, and condition.

M. Opinion of RECIPIENT's Legal Counsel: The RECIPIENT must submit an "Opinion of Legal Counsel to the RECIPIENT" to ECOLOGY before this agreement will be signed. ECOLOGY will provide the form.

N. Prevailing Wage (Davis-Bacon Act): The RECIPIENT agrees, by signing this agreement, to comply with the Davis-Bacon Act prevailing wage requirements. This applies to the construction, alteration, and repair of treatment works carried out, in whole or in part, with assistance made available by the State Revolving Fund as authorized by Section 513, title VI of the Federal Water Pollution Control Act (33 U.S.C. 1372). Laborers and mechanics employed by contractors and subcontractors shall be paid wages not less often than once a week and at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor.

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The RECIPIENT shall obtain the wage determination for the area in which the project is located prior to issuing requests for bids, proposals, quotes, or other methods for soliciting contracts (solicitation). These wage determinations shall be incorporated into solicitations and any subsequent contracts. The RECIPIENT shall ensure that the required EPA contract language regarding Davis-Bacon Wages is in all contracts and subcontracts more than \$2,000. The RECIPIENT shall maintain records sufficient to document compliance with the Davis-Bacon Act and make such records available for review upon request.

The RECIPIENT also agrees, by signing this agreement, to comply with State Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable. Compliance may include the determination whether the project involves “public work” and inclusion of the applicable prevailing wage rates in the bid specifications and contracts. The RECIPIENT agrees to maintain records sufficient to evidence compliance with Chapter 39.12 RCW and make such records available for review upon request.

O. Progress Reports: RECIPIENTS funded with State Revolving Fund Loan or Forgivable Principal shall include the following verification statement in the “General Comments” text box of each progress report.

“We verified that we are in compliance with all the requirements as outlined in our funding agreement(s) with the Department of Ecology. This includes but is not limited to:

- The Davis-Bacon Act, 29 CFR , prevailing wage requirements, certified weekly payroll, etc.
- The Disadvantaged Business Enterprise (DBE), 40 CFR, Part 33
- The American Iron and Steel Act (Buy American)
- The Build America Buy America Act (BABA) (equivalency projects only)”

P. Representations and Warranties: The RECIPIENT represents and warrants to ECOLOGY as follows:

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct. There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

Existence; Authority. It is a duly formed and legally existing municipal corporation or political subdivision of the state of Washington or a federally recognized Indian Tribe. It has full corporate power and authority to execute, deliver, and perform all of its obligations under this agreement and to undertake the project identified herein.

Certification. Each payment request shall constitute a certification by the RECIPIENT to the effect that all representations and warranties made in this loan agreement remain true as of the date of the request and that no adverse developments, affecting the financial condition of the RECIPIENT or its ability to complete the project or to repay the principal of or interest on the loan, have occurred since the date of this loan agreement. Any changes in the RECIPIENT’s financial condition shall be disclosed in writing to ECOLOGY by the RECIPIENT in its request for payment.

Q. Sale or Disposition of Funded Utility: The RECIPIENT shall not sell, transfer, or otherwise dispose of any of the works, plant, properties, facilities, or other part of the funded Utility or any real or personal property comprising a part of the funded Utility unless:

1. The facilities or property transferred are not material to the operation of the funded Utility, or have become unserviceable, inadequate, obsolete, or unfit to be used in the operation of the funded Utility or are no longer necessary, material, or useful to the operation of the funded Utility; or
2. The aggregate depreciated cost value of the facilities or property being transferred in any fiscal year comprises no more than three percent of the total assets of the funded Utility; or
3. The RECIPIENT receives from the transferee an amount equal to an amount which will be in the same proportion to the net amount of Senior Lien Obligations and this LOAN then outstanding (defined as the total amount outstanding less the amount of cash and investments in the bond and loan funds securing such debt) as the Gross Revenue of the funded Utility from the portion of the funded Utility sold or disposed of for the preceding year bears to the total Gross Revenue for that period.
4. Expressed written agreement by the ECOLOGY.

The proceeds of any transfer under this paragraph must be used (1) to redeem promptly, or irrevocably set aside for the

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redemption of, Senior Lien Obligations and to redeem promptly the loan, and (2) to provide for part of the cost of additions to and betterments and extensions of the Utility.

R. Sewer-Use Ordinance or Resolution for Funded Wastewater Facility Projects: If not already in existence, the RECIPIENT shall adopt and shall enforce a sewer-use ordinance or resolution. Such ordinance or resolution shall be submitted to ECOLOGY upon request.

The sewer use ordinance must include provisions to:

- 1) Prohibit the introduction of toxic or hazardous wastes into the RECIPIENT's sewer system.
- 2) Prohibit inflow of stormwater into separated sewer systems.
- 3) Require that new sewers and connections be properly designed and constructed.

S. Termination and Default:

Termination and Default Events

1. For Insufficient ECOLOGY or RECIPIENT Funds. ECOLOGY may terminate this loan agreement for insufficient ECOLOGY or RECIPIENT funds.
2. For Failure to Commence Work. ECOLOGY may terminate this loan agreement for failure of the RECIPIENT to commence project work.
3. Past Due Payments. The RECIPIENT shall be in default of its obligations under this loan agreement when any loan repayment becomes 60 days past due.
4. Other Cause. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance in full by the RECIPIENT of all its obligations under this loan agreement. The RECIPIENT shall be in default of its obligations under this loan agreement if, in the opinion of ECOLOGY, the RECIPIENT has unjustifiably failed to perform any obligation required of it by this loan agreement.

Procedures for Termination. If this loan agreement is terminated prior to project completion, ECOLOGY shall provide to the RECIPIENT a written notice of termination at least five working days prior to the effective date of termination (the "Termination Date"). The written notice of termination by the ECOLOGY shall specify the Termination Date and, when applicable, the date by which the RECIPIENT must repay any outstanding balance of the loan and all accrued interest (the "Termination Payment Date").

Termination and Default Remedies

No Further Payments. On and after the Termination Date, or in the event of a default event, ECOLOGY may, at its sole discretion, withdraw the loan and make no further payments under this agreement.

Repayment Demand. In response to an ECOLOGY initiated termination event, or in response to a loan default event, ECOLOGY may at its sole discretion demand that the RECIPIENT repay the outstanding balance of the Loan Amount and all accrued interest.

Interest after Repayment Demand. From the time that ECOLOGY demands repayment of funds, amounts owed by the RECIPIENT to ECOLOGY shall accrue additional interest at the rate of one percent per month, or fraction thereof.

Accelerate Repayments. In the event of a default, ECOLOGY may, in its sole discretion, declare the principal of and interest on the loan immediately due and payable, subject to the prior lien and charge of any outstanding Senior Lien Obligation upon the Net Revenue. That is, the loan is not subject to acceleration so long as any Senior Lien Obligations are outstanding.

Repayments not made immediately upon such acceleration will incur Late Charges.

Late Charges. All amounts due to ECOLOGY and not paid by the RECIPIENT by the Termination Payment Date or after acceleration following a default event, as applicable, shall incur late charges.

Intercept State Funds. In the event of a default event and in accordance with Chapter 90.50A.060 RCW, "Defaults," any state funds otherwise due to the RECIPIENT may, at ECOLOGY's sole discretion, be withheld and applied to the repayment of the loan.

Property to ECOLOGY. In the event of a default event and at the option of ECOLOGY, any personal property (equipment) acquired under this agreement may, in ECOLOGY's sole discretion, become ECOLOGY's property. In that circumstance,

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ECOLOGY shall reduce the RECIPIENT's liability to repay money by an amount reflecting the fair value of such property. Documents and Materials. If this agreement is terminated, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT shall, at the option of ECOLOGY, become ECOLOGY property. The RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Collection and Enforcement Actions. In the event of a default event, the state of Washington reserves the right to take any actions it deems necessary to collect the amounts due, or to become due, or to enforce the performance and observance of any obligation by the RECIPIENT, under this agreement.

Fees and Expenses. In any action to enforce the provisions of this agreement, reasonable fees and expenses of attorneys and other reasonable expenses (including, without limitation, the reasonably allocated costs of legal staff) shall be awarded to the prevailing party as that term is defined in Chapter 4.84.330 RCW.

Damages. Notwithstanding ECOLOGY's exercise of any or all the termination or default remedies provided in this agreement, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and/or the state of Washington because of any breach of this agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

T. User-Charge System for Funded Utilities: The RECIPIENT certifies that it has the legal authority to establish and implement a user-charge system and shall adopt a system of user-charges to assure that each user of the funded utility shall pay its proportionate share of the cost of operation and maintenance, including replacement during the design life of the project. The user-charge system will include provisions for a connection charge.

In addition, the RECIPIENT shall regularly evaluate the user-charge system, at least annually, to ensure the system provides adequate revenues necessary to operate and maintain the funded utility, to establish reserves to pay for replacement, and to repay the loan.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

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“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$30,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required Unique Entity Identifier in www.sam.gov <http://www.sam.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsrc.gov <http://www.fsrc.gov>.

C. FEDERAL FUNDING PROHIBITION ON CERTAIN TELECOMMUNICATIONS OR VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, federal grant or loan recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

1. Procure or obtain;
2. Extend or renew a contract to procure or obtain; or
3. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment, video surveillance services or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf) <http://www.govinfo.gov/content/pkg/PLAW-115publ232/pdf/PLAW-115publ232.pdf>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE

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Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use federal funds to purchase certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the [System for Award Management \(SAM\) <https://sam.gov/SAM/>](https://sam.gov/SAM/) exclusion list.

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GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/2301002.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

The RECIPIENT must comply with the Washington State Office of the Chief Information Officer, OCIO Policy no. 188, Accessibility (<https://ocio.wa.gov/policy/accessibility>) as it relates to "covered technology." This requirement applies to all products supplied under the Agreement, providing equal access to information technology by individuals with disabilities, including and not limited to web sites/pages, web-based applications, software systems, video and audio content, and electronic documents intended for publishing on Ecology's public web site.

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take all reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic archaeological sites, historic buildings/structures, traditional cultural places, sacred sites, or other cultural resources, hereby referred to as Cultural Resources.

The RECIPIENT must agree to hold harmless ECOLOGY in relation to any claim related to Cultural Resources discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - Cultural Resource Consultation and Review should be initiated early in the project planning process and must be completed prior to expenditure of Agreement funds as required by applicable State and Federal requirements.
- * For state funded construction, demolition, or land acquisitions, comply with Governor Executive Order 21-02, Archaeological and Cultural Resources.

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
 - b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.
- RECIPIENT shall:
- Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff, volunteers, and contractors working at the project site.
 - Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

6. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

7. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State's Office of Financial Management's Statewide Payee Desk. To receive payment you must register as a statewide vendor by submitting a statewide vendor registration form and an IRS W-9 form at website, <https://ofm.wa.gov/it-systems/statewide-vendorpayee-services>. If you have questions about the vendor registration process, you can contact Statewide Payee Help Desk at (360) 407-8180 or email PayeeRegistration@ofm.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.

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j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this Agreement. Failure to comply may result in delayed reimbursement.

8. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

9. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

10. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

11. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

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The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

12. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.
- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at:

<http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

13. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

14. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

15. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

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 Recipient Name: City of Tumwater

16. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

17. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

18. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; (f) Ecology Funding Program Guidelines; and (g) General Terms and Conditions.

19. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

20. PROGRESS REPORTING

Agreement No: WQC-2025-Tumwat-00054
 Project Title: Pioneer Park Riparian Restoration Phase II
 Recipient Name: City of Tumwater

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the Agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

21. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.
- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
 - 1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 - 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

22. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced.

Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder.

RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

23. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

24. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

26. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

Agreement No: WQC-2025-Tumwat-00054
 Project Title: Pioneer Park Riparian Restoration Phase II
 Recipient Name: City of Tumwater

27. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, 100% post-consumer recycled paper, and toxic free products.

For more suggestions visit ECOLOGY's web page, Green Purchasing,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement.

Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the RECIPIENT through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the RECIPIENT. In no

Agreement No: WQC-2025-Tumwat-00054
Project Title: Pioneer Park Riparian Restoration Phase II
Recipient Name: City of Tumwater

event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the Agreement and any amendments. If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

29. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

30. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

End of General Terms and Conditions

TO: City Council
 FROM: Grant Gilmore, Water Resources Specialist
 DATE: June 3, 2025
 SUBJECT: Service Provider Agreement with Stantec for the Pioneer Park Restoration Project - Phase 2 Amendment 3

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with Stantec for the Pioneer Park Restoration Project Phase 2, Amendment 3.

This amendment 3 was recommended for approval via consent calendar by the Public Works Committee at their May 22, 2025 meeting.

2) Background:

The Pioneer Park Riparian Restoration project has evolved to require a two-phased approach to meet stakeholder expectations and funding timelines associated with project design and construction. Phase 1 focuses on upland work, such as enhancing flood plain drainage channels and planting with native vegetation within the riparian zone. Phase 1 will be permitted in advance of Phase 2, with the goal of issuing an RFP for construction services to fulfil Phase 1 no later than the end of October 2025.

Amendment #3 provides funding for Phase 2 focusing on in-water design elements that promote stability of the river through flood plain inundation, placement of large woody structures, and sloping back the eroding bank. Design concepts for Phase 2 have been discussed with the stakeholder group. Concepts will be reviewed and considered, and if the engineering design is approved by the City, will be incorporated into the final design.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

4) Alternatives:

- ☐ Reject provisions of the amendment, and complete project as originally scoped.
-

5) Fiscal Notes:

Amendment #3 increases the project budget one hundred ninety thousand two hundred eighty-five dollars (\$190,285.00) to fund the additional design, permitting, and associated elements. Tumwater has secured \$950,781.33 in grant funding to complete design, permitting, and construction of both project phases. There is no City required match for this Phase 2 grant. The Phase 1 grant included a required 25% City match which has been funded by the Storm Utility, via the Capital Facility Plan, project SD-03 Deschutes Habitat Restoration Projects, in the amount of \$112,695.33.

6) Attachments:

- A. Service Provider Agreement for the Pioneer Park Restoration Project - Phase 2 Amendment 3
- B. Original Agreement

C. 2024-2029 Capital Facility Plan, SD-03

**THIRD AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Third Amendment ("Amendment") is dated effective this _____ day of _____, 20____, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022 , First Amendment dated July 19, 2022, and Second Amendment dated August 7, 2023, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services and increase the compensation paid to the SERVICE PROVIDER for providing the additional services.

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

1. SCOPE OF SERVICES.

Section 1 of the Agreement is amended to provide for additional services as more particularly described and detailed in Exhibit "A-2," attached hereto and incorporated herein.

2. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services more particularly described in Exhibit "A-2", Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed One Hundred Ninety Thousand Two Hundred Eighty Five and 00/100 Dollars (\$190,285.00). The total amount payable to the SERVICE PROVIDER

Third Amendment to Service Provider Agreement - Page 1 of 3
Pioneer Park Riparian Restoration

pursuant to the original Agreement, the First Amendment, Second Amendment, and this Third Amendment shall be an amount not to exceed Three Hundred Ninety Three Thousand Nine Hundred Eighty Four and 00/100 Dollars (\$393,984.00).

3. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

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

CITY:
CITY OF TUMWATER

555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:
Stantec Consulting Services,
Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

Debbie Sullivan

Mayor

Signature (Notarized – see
below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

State of _____

County of _____

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

Dated: _____

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



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

January 27, 2025

Project/File: City of Tumwater Pioneer Park Project / 185706094

Dan Smith
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration Amendment #3

Introduction

This scope and budget revision has been prepared for the City of Tumwater to address stakeholder concerns with the direction the project and to add budget for the Phase 2 – in-water design scope. The project direction has split into two phases, Upland – Phase 1 and In-water – Phase 2. Phase 1 is intended to not require USACE permitting by moving the project impact out of the Ordinary High Water (OHW) of the Deschutes River by focusing on reconnecting elevated floodplains in Pioneer Park relieving shear stress on the migrating meander bend since USACE permitting for removal/fill below OHW was estimated to be 2-year process. Phase 2 scope will focus on in-water treatments to promote stability of the meander bend through flood plain inundation and inclusion of aquatic habitat elements including large woody material (LWM) structures below OHW and the eroding bank will be addressed directly through grading. The basis of this scope and fee is the original scope for the effort modified to fit our understanding of current needs. We assume monies remaining in the current project budget will be reallocated to the effort moving forward.

Project Understanding

The City of Tumwater has been watching a meander bend of the Deschutes River migrate into Pioneer Park over the past 10 years. Multiple efforts have been made to arrest the erosion including the current effort funded by Department of Ecology to reduce sediment inputs into the Deschutes. As the project progressed a phased solution emerged to wholistically address the meander bend migration issue. Phase 1 reconnects upland areas in Pioneer Park through side channel creation that activates at the 1-year storm event to reduce shear in the channel and support riparian corridor expansion.

Phase 2 will refocus on meander bend bank stabilization and instream habitat elements including side channel reconnection below the Ordinary High-Water Mark of the Deschutes River. Phase 2 design will recommence in March of 2025 with an anticipated construction start date of February of 2027. Phase 1 includes 2,500 feet of 20-foot by 1- to 4-foot-deep channels excavated in uplands with 2 points of reconnection to existing forested channels in Pioneer Park that will allow water to return to the river as floods recede. Channels are positively graded to drain so fish stranding will not be an issue. Native revegetation mimics the existing riparian forest and includes First Foods such as camas prairie, and emergent wetlands with Wapato, and cattails. The area where this revegetation is proposed is currently dominated by Hawthorne Trees and regularly floods as the river overtops its banks during floods. This

Design with community in mind

Reference: Pioneer Park Riparian Restoration Amendment #3

wholistic vision at Pioneer Park will also engender community connections as handicap accessible trails will be included with pedestrian bridges crossing side channel features.

1. **Task 1: Project Management and Meetings**

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

1.1. Project Management

Kelly Swindle will serve as the Project Manager and Joe Richards will serve as Principal in Charge. They will be responsible for overseeing and directing all aspects of project management. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.

1.2. Project Meetings

It is anticipated an additional five (5) meetings will be held throughout the remaining course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual or coordinated for times where Stantec staff is on-site for scheduled work.

Task Assumptions

- > The duration of the project will continue through the construction start of the Phase 2, assumed to be 7/15/2027.
- > For budgeting purposes meeting duration is assumed to be no more than one (1) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members.
- > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
- > All meetings and communication associated with Tasks 3, 4, 5, and 6 are covered under this task. Stantec assumes twenty-four (24) monthly technical and permitting team check-ins with up to six (6) Stantec staff at one-half hour per call.
- > There will be one (1) permitting kick-off meeting with staff from the City of Tumwater, Ecology, USACE, and the Tribe to ensure all requirements and expectations for the Phase 2 permitting are met. The meeting will not exceed 1.5 hours. For budgeting purposes meeting duration is assumed to be no more than one and one half (1.5) hours in duration with (1) hour of Prep and (1) hour of follow-up for (4) Stantec Staff Members.

Task Deliverables

- > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails.
- > Meeting Minutes for all meetings between Stantec and the City as listed above.

Reference: Pioneer Park Riparian Restoration Amendment #3

2. Task 2: Data Collection and Analysis

Stantec completed original Task 2 data collection field work including survey and geomorphic analysis activities during the summer of 2022. Stantec also completed the following cultural resources and wetlands delineation tasks and reporting:

The deliverables for the cultural resources and wetlands have been completed and submitted to the City as follows:

- Cultural Resources Monitoring Plan, October 21, 2022
- Cultural Resources Monitoring Memorandum, November 30, 2022
- Wetland Delineation Report, April 7, 2023

With the updated phasing of the project, a larger Area of Potential Effect (APE) was identified for Phase 1 upland work. The wetland delineation performed in 2022 covered the original APE, so an additional wetland delineation must be completed to cover the updated, larger APE.

Task Assumptions

- > One (1) iteration of the hydraulic model will be run for 30% Design, 60%, 90%, and Final design phases for Phase 2.
- > Phase 1 is currently at 60% design phase, so one (1) iteration of the hydraulic model will be run for the 90% design phase.
- > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort.
- > Data collected from the site assessment will be incorporated into the design reports for Phases 1 and 2 (see Task 3).
- > Hydrology for this site is already developed and existing flowrates will be utilized.
- > Results of the Hydrology and Hydraulics and Geomorphic Analysis will be included in the Design Reports of the listed design phases.

Task Deliverables

- > Updated Wetland Delineation Report.

3. Task 3: Preliminary Plans and Design Report (30% and 60% Design)

All modeling and preliminary design is complete. Phase 2 will start at 30% design.

Additional design tasks necessary to support the Pioneer Park Riparian Restoration project and to provide the City with a final design package signed by a licensed professional engineer in the State of Washington include the following:

Reference: Pioneer Park Riparian Restoration Amendment #3

1 Phase 2 Design

1.1 30% design development

- A 30% report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the concept alternatives phase, and proposed concept moving forward.

1.2 60% design development

- 60% design development stage will be focused on advancing the chosen preferred Conceptual Alternative to a level that can be used for project permitting. 60% level plan set (Permit Set) limited to required information for permitting.
- 60% Engineers Cost Estimate and Specifications Outline – Stantec will develop an Engineers Cost Estimate based on 60% level quantities. A specification outline will also be developed in collaboration with cost estimate.
- 60% Design Report – A Design Report will be developed based on the Conceptual Alternatives Memorandum. This report will include documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, a summary of the Concept Alternatives Memorandum, and chosen alternative. The report will also document the hydrology and hydraulic model approach and results.

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Preliminary design for Phase 2 is complete. No Alternatives will be completed for Phase 2.
- > Milestone deliverables will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.
- > Milestone deliverables at 30%, 60%, and 90% will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes).
- > Specification will follow WSDOT and Stantec will only develop special provisions for delivery to the City. Tumwater will be responsible for all other sections of the bid book and for compiling the book for advertisement.

Task Deliverables

- > 30% Design Plans (Phase 2)
- > 60% Design plans including 60% TESC, dewatering, and stream diversion plans (Phase 2)
- > 60% design report (Phase 2)
- > 60% Engineer's cost estimate (Phase 2)
- > 60% special provisions outline (Phase 2)
- > 60% cut and fill volumes for permitting (Phase 2)
- > 60% environmental permit identification (Phase 2)

4. Task 4: Permitting and Environmental Compliance

Stantec will engage with the Corps and Ecology with support from the City at the conceptual design phase to obtain buy-in to facilitate the permitting process. Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- Hydraulic Project Approval (HPA)
- State Environmental Policy Act (SEPA)
- Water Quality Certification (Section 401)
- JARPA (Section 404)
- Critical Areas Report

Reference: Pioneer Park Riparian Restoration Amendment #3

- No-Rise Certification Statement

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

- 319 Load Reduction Reporting – STEPL
- National Pollutant Discharge Elimination System (NPDES)

Task Assumptions

- > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required.
- > Water Quality Certification (Section 401) will be included in the JARPA permitting process.
- > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required.
- > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the Phase 2 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract.
- > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort.
- > NPDES compliance will be limited to a Stormwater Pollution Prevention Plan (SWPPP) and submittal of Notice of Intent to the Department of Ecology under EPA's 2022 Construction General Permit.
- > The City is responsible for all permit fees.
- > Permits will be submitted, and comments will be addressed during a single round of submittal, review, and resubmit to agencies.
- > Permits not listed above shall not be covered by this scope of work but may be added through a change order.

Task Deliverables

- > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

Reference: Pioneer Park Riparian Restoration Amendment #3

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents. Stantec will conduct an Internal Technical Review and will utilize feedback to finalize the 90% design. Stantec will prepare a 90% Plan submittal that will incorporate all changes made during the 90% design phase.

1 Phase 1 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

2 Phase 2 Design

- The 90% plan set will include:
 - Cover sheet
 - Notes, Legend, and Summary of Quantities
 - TESC, staging, dewatering, and stream diversion plan
 - Structure plan, profile, and details
 - Large woody debris and/or other habitat elements details
 - Planting plan and details
- 90% Engineers Cost Estimate and Technical Specifications
- 90% Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision.
- > The 90% plan set will include permit conditions where feasible.
- > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken).
- > Plan set estimated to be 25 sheets total.
- > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.
- > USACE permitting process assumed to be 2 years from date of submittal before work will begin on the 90% Plans and Design Report.

Task Deliverables

- > 90% Design Plans
- > 90% Engineer's Cost Estimate
- > 90% Draft Technical Specifications
- > 90% Design Report

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. Final Plans will be completed for Phase 1 and Phase 2.

The Final Design Set will include:

- Final Construction Plans (signed and stamped by a licensed Washington engineer)
- Final Engineer's Cost Estimate and Technical Specifications
- Final Design Report

Reference: Pioneer Park Riparian Restoration Amendment #3

Task Assumptions

- > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.
- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Design Report
- > Final No-Rise Certification Documentation

Reference: Pioneer Park Riparian Restoration Amendment #3

7. Proposed Schedule

Updated Schedule	
Task/Deliverable	Completion Date
Phase 1*	
Permitting and Environmental Compliance	02/01/2025
90% Plans and Design Report	02/15/2024
Final Plans and Design Report	03/01/2025
Phase 1 Construction Bidding (not included in scope)	03/01/2025
Phase 1 Construction Start (support not included in scope)	07/15/2025
Phase 2	
30% Design Plans and Design Report	03/01/2025
60% Design Plans and Design Report	11/15/2025
Permitting and Environmental Compliance	03/01/2026
90% Plans and Design Report	07/01/2026
Final Plans and Design Report	02/01/2027
Phase 2 Construction Bidding (not included in scope)	02/01/2027
Phase 2 Construction Start (support not included in scope)	05/01/2027

*The remainder of Phase 1 design tasks are dependent on results of the updated wetland delineation report. Wetland delineation can occur upon receipt of notice to proceed from the City, provided permitting agencies' determination that a wetland delineation conducted outside of growing season would be acceptable for compliance determinations.

8. Proposed Budget

The total fee for the work described above is \$393,984. Stantec will utilize the remaining budget from the original SPA fee and is requesting an additional \$190,285 to complete this work.

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Task 1: Project Management and Meetings	\$26,828	\$13,081	\$39,396	\$79,305
Task 2: Data Collection and Analysis	\$43,484	\$17,583	\$14,650	\$75,717
Task 3: Preliminary Plans and Design Report (30% and 60% Design)				
Phase 1	\$34,361	\$15,055	-	\$49,416
Phase 2	-	-	\$51,268	\$51,268
Task 4: Permitting and Environmental Compliance				
Phase 1	\$20,430	\$1,746	-	\$22,176

Reference: Pioneer Park Riparian Restoration Amendment #3

Top Task/Deliverable	Original SPA Fee	Amendment #2 Fee	Amendment #3 Fee	Total Fee
Phase 2	-	-	\$16,686	\$16,686
Task 5: 90% Plans and Design Report				
Phase 1	\$19,174	\$1,519	\$18,386	\$39,079
Phase 2	-	-	\$19,916	\$19,916
Task 6: Final Plans and Design Report				
Phase 1	\$9,467	\$971	\$14,976	\$25,414
Phase 2	-	-	\$15,007	\$15,007
Total Project Cost	\$153,744	\$49,955	\$190,285	\$393,984

Respectfully,

STANTEC CONSULTING SERVICES INC.



Kelly Swindle MPS, RPBio
Stantec
Project Manager
Mobile: 564-219-0374
kelly.swindle@stantec.com



Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

Design with community in mind

**SECOND AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This Second Amendment ("Amendment") is dated effective this 7 day of August, 2023, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29, 2022, and amended by First Amendment dated July 19, 2022, (collectively, the "Agreement") whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to add additional services, extend the term of the Agreement, and increase the compensation paid to the SERVICE PROVIDER for providing the additional services during the extended term.

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

1. SCOPE OF SERVICES.

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

2. TERM.

Section 2 of the Agreement shall be amended to extend the term of the Agreement until December 31, 2027.

3. COMPENSATION.

In consideration of the SERVICE PROVIDER continuing to provide the services described in Section 1 of the Agreement and providing the additional services described in Exhibit "A-1" during the extended term of the Agreement, Section 4.C. shall be amended to increase the compensation paid to the SERVICE PROVIDER by an additional amount not to exceed Forty Nine Thousand Nine Hundred Fifty Five and 00/100 Dollars (\$49,955.00). The total amount payable to the SERVICE PROVIDER pursuant to the original Agreement, the First Amendment, and this Second Amendment shall be an amount not to exceed Two Hundred Three Thousand Six Hundred Ninety Nine and 00/100 Dollars (\$203,699.00).

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

4. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295
Phone No. 503-830-9669

DocuSigned by:

Debbie Sullivan

Debbie Sullivan
Mayor

Signature (Notarized – see below)

Printed Name: ~~Joe Richards~~ Joseph Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:

Melody Valiant

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

Karen Kirkpatrick

Karen Kirkpatrick, City Attorney

State of Oregon

County of Multnomah

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

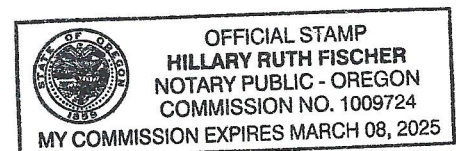
Dated: 08/07/2023

(Signature)

Notary Public in and for the State of Oregon

My appointment expires 03/08/2025

Second Amendment to Service Provider Agreement - Page 3 of 3
Pioneer Park Riparian Restoration



**FIRST AMENDMENT
TO
SERVICE PROVIDER AGREEMENT
FOR
Pioneer Park Riparian Restoration**

This First Amendment ("Amendment") is dated effective this 19th day of July, 2022, and is entered into by and between the CITY OF TUMWATER, a Washington municipal corporation ("CITY"), and STANTEC CONSULTING SERVICES INC., a New York corporation ("SERVICE PROVIDER").

A. The CITY and the SERVICE PROVIDER entered into a Service Provider Agreement dated effective June 29th, 2022, whereby the SERVICE PROVIDER agreed to provide services for the Pioneer Park Riparian Restoration ("Agreement").

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

C. The CITY and the SERVICE PROVIDER desire to amend the Agreement to comply with State funding requirements by including express Third Party Rights for the Department of Ecology.

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

1. THIRD PARTY RIGHTS.

A new section 24 is hereby added as follows:

24. THIRD-PARTY RIGHTS.

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

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

2. FULL FORCE AND EFFECT.

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

DATED the effective date set forth above.

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Ave STE 1400
Portland, OR 972304-3128

DocuSigned by:
Debbie Sullivan
945DD615DF7B4C0
Debbie Sullivan, Mayor

[Signature]
Signature (Notarized – see below)
Printed Name: Joe Richards
Title: Principal Engineer

ATTEST:

DocuSigned by:
Melody Valiant
C727D88D755A4FB
Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:
Karen Kirkpatrick
5011BA3DE4C345C
Karen Kirkpatrick, City Attorney

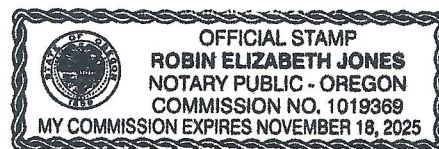
State of Oregon)

County of Multnomah) ss

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

Dated: June 26, 2023

[Signature]
(Signature)
Notary Public in and for the State of Washington
My appointment expires 11/18/2025



**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

PIONEER PARK RIPARIAN RESTORATION

THIS AGREEMENT is made and entered into in duplicate this 29th day of June, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the "CITY", and STANTEC CONSULTING SERVICES INC., a ^{New York} ~~Washington~~ corporation, hereinafter referred to as the "SERVICE PROVIDER".

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than June 1, 2022, and shall be completed no later than December 31, 2024. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause, by the CITY. SERVICE PROVIDER reserves the right to terminate this Agreement at any time, in whole or in part, by sixty (60) days' written notice to the CITY.

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed **One Hundred Fifty Three Thousand Seven Hundred and Forty Four and 00/100 Dollars** (\$153,744.00) as reflected in Exhibit "A".

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

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

SERVICE PROVIDER AGREEMENT – Pioneer Park Riparian Restoration - Page 3 of 11

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

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

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

8. INSURANCE.

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

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

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

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

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

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

C. With the exception of Professional Liability, the CITY shall be named as an additional insured on the insurance policy, as respect to work performed by or on behalf of the SERVICE PROVIDER and a copy of the endorsement naming the CITY as additional insured shall be attached to the Certificate of Insurance.

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

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

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

9. TREATMENT OF ASSETS.

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

The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the SERVICE PROVIDER harmless from any claim, liability or cost (including reasonable attorney's fees and defense costs) arising or allegedly arising out of any reuse or modification of the ASSETS by the CITY or any person or entity that obtains the ASSETS from or through the CITY.

10. COMPLIANCE WITH LAWS.

A. The SERVICE PROVIDER, in the performance of this Agreement, shall comply with all applicable federal, state or local laws and ordinances, including being licensed to do business in the City of Tumwater by

obtaining a Tumwater business license and any additional regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services.

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

includes, but is not limited to, such hairstyles as afros, braids, locks, and twists. It is not an unfair practice when a distinction or differential treatment on the basis of citizenship or immigration status is authorized by federal or state law, regulation, rule or government contract.

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

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

12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

D. Notwithstanding the foregoing, the CITY's right to inspect, copy and audit shall not extend to the composition of the SERVICE PROVIDER'S rates and fees, percentage mark-ups or multipliers but shall apply only to their application to the applicable units.

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

23. WAIVER OF CONSEQUENTIAL DAMAGES

Neither the CITY nor the SERVICE PROVIDER shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected to this Agreement or the performance of the services on this Project. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of markets, unrealized energy savings, diminution of property value or loss of reimbursement or credits from governmental or other agencies.

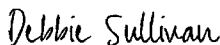
Signatures on next page

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

CITY:

CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DocuSigned by:



945DD615DF7D4C0...

DEBBIE SULLIVAN
Mayor

SERVICE PROVIDER:

Stantec Consulting Services, Inc.
601 SW 2nd Avenue STE 1400
Portland, OR 972304-3128
Tax ID #: 602-529-295

Phone Number: 503-830-9669

Signature (Notarized – see below)

Printed Name: Joe RichardsTitle: Principal Engineer

ATTEST:

DocuSigned by:



C727D66D755A4FB...

Melody Valiant, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

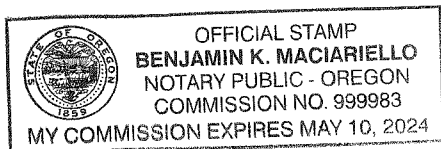


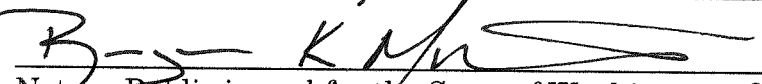
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Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON OregonCOUNTY OF ~~THURSTON~~ Multnomah

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

Dated: June 27, 2023


Notary Public in and for the State of Washington, Oregon
My appointment expires: May 10, 2024



Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

April 25, 2022

Project/File: City of Tumwater Pioneer Park Project

Dan Smith

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Dear Dan Smith,

Reference: Pioneer Park Riparian Restoration

Project Understanding

Cardno, now Stantec, worked previously with the South Puget Sound Salmon Enhancement Group (SPSSEG) in 2012 and 2015 to review existing conditions and develop multiple alternatives for the Pioneer Park Project to reduce channel migration. Our conceptual designs balanced multiple stakeholder interests, including infrastructure, bank stability, sediment loading, and floater safety. Although the designs are no longer feasible due to excessive bank migration since 2015, the concept alternatives should still be viable to assist in addressing the project objectives.

The SPSSEG funded Pioneer Park Project objectives included: 1) limiting channel migration, 2) rehabilitating aquatic habitat within the project reach, 3) reducing fine grained sediment loading into the river (TMDL/Water Quality), 4) constructing features that are safe for river users, and 5) maintaining park aesthetics.

This 2022 Pioneer Park Restoration Project (Project) has many similarities to the SPSSEG funded endeavor with a shift in funding and emphasis. The site is in the same location and as stated previously the bank migration has continued and the fundamental objectives remain the same, but the funding source is now the Department of Ecology, shifting project emphasis towards reducing fine grained sediment loading in accordance with the TMDL. An initial project development step is to confirm objectives in collaboration with the City of Tumwater (City) to ensure that our team is in alignment with the project proponents. The project is divided into six tasks as described in the following sections.

Design with community in mind

Reference: Pioneer Park Riparian Restoration

1. Task 1: Project Management and Meetings

This task includes project management duties and meetings. Communication with the City's project manager will occur at to-be-determined intervals throughout the project and allow the Project Team (Stantec) to report on project status and coordinate project-related items. In addition, a kick-off meeting will be conducted.

- 1.1. Joe Richards will serve as the Project Manager and Principal in Charge. He will be responsible for overseeing and directing all aspects of project management. Chris Donley will serve as deputy PM and will provide oversight of QA/QC for the project. Delegation of PM responsibility may be undertaken at times to facilitate efficient delivery of the effort.
- 1.2. Up to five (5) meetings will be held throughout the course of this project at key milestones to be coordinated between Stantec and the City. Meetings will be virtual (or coordinated for times where Stantec staff is on-site for scheduled work).

ASSUMPTIONS
<ul style="list-style-type: none"> > The duration of the project will continue through the construction of the project, which we assumed shall occur during the in-water work window of 2024. Assuming May 17th NTP (11/15/2024 Construction Complete). > For budgeting purposes meeting duration is assumed to be no more than two (2) hours in duration with (1) hour of Prep and (1) hour of follow-up for (3) Stantec Staff Members. > Support for key stakeholder meetings including Technical Advisory Committee (TAC) Meetings, Alternative Selection Meetings, and Public Involvement Meetings may take place if they are within the 5 scoped meetings as detailed above.
RESPONSIBILITIES
<ul style="list-style-type: none"> > Stantec will provide monthly project management work summary and invoices over the term of this work assignment. Invoicing will be completed at the top task level only. Stantec will maintain frequent communication with the City, including phone calls and emails. > Meeting Minutes for all meetings between Stantec and the City as listed above.

2. Task 2: Data Collection

Stantec will be responsible for data collection including topographic survey, hydrologic, hydraulic, and geomorphic analysis of the Pioneer Park Riparian Restoration project to provide the City with a final design package signed by a licensed professional engineer in the State of Washington. This will include the following:

- 2.1. Survey, Hydrologic, Hydraulic, and Geomorphic Analysis
 - Stantec, at a minimum, shall collect the existing top and toe of bank topography as needed to accurately portray the existing conditions on the plan set. New topography as well as channel cross sections and channel thalweg shots are needed to update and verify the hydraulic model. Additional bank features including vegetation as well as structure corners should also be verified during the survey. This data will be collected within the focus area using global positioning system (GPS) survey methods in real-time kinematic (RTK) mode.

Reference: Pioneer Park Riparian Restoration

- Hydrologic and Hydraulic Analysis within a HecRAS 2D Model will be completed to represent existing conditions at the site. The Existing Conditions model, used as the baseline for the Proposed Conditions model, will be calibrated and validated to known data points from nearby stream gauges and relevant flood photo information where available. Stantec will assume a maximum number of 4 steady-state flows to be run at each design iteration.
- The Proposed Conditions hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. This will be done to meet the requirements of the no-rise condition (assuming that is the direction the City intends to follow), as well as show the localized effects of proposed design including depth, velocity, and shear stress to inform the design of the project.
- In the initial phase of site investigation, Stantec design engineers/geomorphologists will conduct a site assessment, photograph, and visually inspect the project site to assess reach-scale processes including local flow, scour, sediment characteristics, large woody debris (LWD) accumulations, hydraulic roughness and function, geomorphic conditions and stability of banks, with an emphasis placed on identifying existing hydraulic and geomorphic conditions. As Stantec conducts this work, they will be visualizing and discussing potential design alternatives, efficiently beginning the design process.

2.2. Cultural Resources and Wetlands

- A desktop cultural resource review will be initiated, and the findings of this effort may lead to a pedestrian survey as required by GEO 21-02. This task also includes a cultural resources report and an inadvertent discovery plan as required by the funding agency.
- A field delineation of the wetlands and waters will be conducted for the area, including mapping of ordinary high-water mark. Delineation will meet USACE and Washington Department of Ecology standards and will be used to guide permitting of the project. The site cultural resources report and inadvertent discovery plan must be completed and approved by Ecology and the Tribes prior to ground disturbing activities.

Task Assumptions
<ul style="list-style-type: none"> > One (1) iteration of the hydraulic model will be run for the 30% Preferred Alternative, 60%, 90%, and Final design phases. > A zero-rise approach is scoped for this effort and the design will be limited to project elements that achieve the zero-rise condition. CLOMR and LOMR documentation through FEMA are outside the scope of this effort. > Data collected from the site assessment will be incorporated into the 30% design report (see Task 3). > A Cultural Resource Pedestrian Survey is not included in this scope of work. If necessary due to results from desktop review or agency consultation it will be added through a change order process.
Task Deliverables
<ul style="list-style-type: none"> > Existing Conditions Hydraulic Model > Hydrology and Hydraulics Appendix for Design Report (provided at each of the 30%, 60%, 90%, and 100% design phases) > Geomorphic Analysis Appendix (provided at each of the 30%, 60%, 90%, and 100% design phases)

Reference: Pioneer Park Riparian Restoration

- > Final Proposed Conditions HecRAS 2D Model shall be supplied to the City upon project completion.
- > Technical memo reporting the cultural resources desktop review findings and an inadvertent discovery plan as required by the funding agency.

3. Task 3: Preliminary Plans and Design Report

3.1. Concept Alternatives (30% Design)

- At the 30% Design level, Stantec will create a maximum of 3 design alternatives in collaboration with the City.
- A 30% Concept Alternatives Evaluation Matrix will be completed for the City to utilize in stakeholder discussions. Matrix will include issues relevant to the decisions making process such as potential cost, timeline, impact to recreation and park usage, bank stability, habitat or stream restoration enhancements, etc. in coordination with the City.
- A 30% Design Report will be included documenting project background, goals, summary of data collected, specific design criteria used for each element of the design, and design process leading up to the Concept Alternatives phase and proposed concept moving forward.

3.2. 60% design development

60% design development stage will be focused on advancing the chosen 30% preferred alternative to a level that can be used for project permitting. The 60% level design and report will contain the following:

- 60% level plan set (Permit Set) limited to required information for permitting
- 60% Engineer's Cost Estimate

Reference: Pioneer Park Riparian Restoration

Task Assumptions
<ul style="list-style-type: none"> > Up to three (3) alternatives will be developed and prioritized. Additional alternatives may be added to the Scope of Work at approved hourly rates. > Milestone deliverables (30% and 60%) will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (we assume that no second review will be undertaken for budgeting purposes). > In accordance with grant funding the design report will be reviewed by DOE over a 45-day period. We assume that design progress will commence following the 14-day City review period and that any Ecology comments will be incorporated at the next design deliverable round. We further assume that the City will facilitate communications with Ecology in advance of Design Submittals so that the project approach is understood and agreed to prior to formal submittal and review periods.
Task Deliverables
<ul style="list-style-type: none"> > 30% Design Plans > 30% Alternative Evaluation Matrix > 30% Design Report > 30% Preliminary Planning Level Cost Estimate > 60% Design Plans including 60% TESC, dewatering, and stream diversion plans > 60% Design Report > 60% Engineer's Cost Estimate > 60% Special Provisions Outline > 60% Cut/Fill Volumes for Permit Requirements > 60% Environmental Permit Identification

4. Task 4: Permitting

Stantec will complete required permitting, submitted after 60% designs are complete. Required permits will include:

- 4.1. Archeological and Cultural Resources Report (GEO 21-02)
- 4.2. Hydraulic Project Approval (HPA)
- 4.3. State Environmental Policy Act (SEPA)
- 4.4. Water Quality Certification (Section 401)
- 4.5. JARPA (Section 404)
- 4.6. Critical Areas Ordinance Certificate of Compliance
- 4.7. No-Rise Certification Statement
- 4.8. 319 Load Reduction Reporting - STEPL

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Reference: Pioneer Park Riparian Restoration

Typically, a No-Rise Certification is not completed until final design, ensuring to the regulators that the final project meets the necessary requirements. The necessary information indicating that the proposed conditions in the permit set intends to meet the no-rise requirements shall be included in the 60% design report. A stamped and signed No-Rise Certification will be included in as part of the final design report.

Task Assumptions
<ul style="list-style-type: none"> > All meetings and communication associated with Task 4, are covered under this task. > This project will be covered under existing programmatic Biological Assessments for restoration projects and a Biological Assessment will not be required. > Water Quality Certification (Section 401) will be included in the JARPA permitting process. > SEPA permitting will be limited to a short checklist. Full SEPA review and assessment will not be required. > As a restoration project, the work will not require a Critical Areas Ordinance Certificate of Compliance. The intent of the Project is to achieve a no-rise scenario. An initial no-rise certification designation will be drafted for the 60% design plans. If the Project intends to create a rise in water surface elevation and a no-rise is not feasible, any work associated with a CLOMR/LOMR is not included in this contract. > 319 Load Reduction Reporting will be limited to the means and methods of bank stabilization in the design. Modeling of pre and post project conditions related to erosion and TMDL are outside the scope of this effort. > The City is responsible for all permit fees. > Permits will be submitted, and comments will be addressed during a single round of submittal, review and resubmit to agencies. > Permits not listed above shall not be covered by this scope of work but may be added through a change order.
Permits
<ul style="list-style-type: none"> > Stantec will work with the City on all required permit documents associated with the 60% design and will submit permit packages for the above listed permits.

5. Task 5: 90% Plans and Design Report

The 90% design iteration will advance 60% plans, incorporating City review comments, to produce the 90% plan set and associated documents.

5.1. The 90% plan set will include:

- Cover sheet
- Notes, Legend, and Summary of Quantities
- TESC, dewatering, and stream diversion plan
- Structure plan, profile, and details
- Large woody debris and/or other habitat elements details

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Reference: Pioneer Park Riparian Restoration

- Planting plan and details
- 5.2. 90% Design Report
 - 5.3. 90% Engineers Cost Estimate
 - 5.4. Technical Specifications

Task Assumptions
<ul style="list-style-type: none"> > Meetings associated with Task 5, will be covered under Task 1: Project Management and Meetings > Dewatering and diversion plans completed under this task will be a suggestion only with contractor submittal requirements through special provision > The 90% plan set will include permit conditions where feasible > 90% Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and proceed to the next round of project development (no second review will be undertaken). > Plan set estimated to be 16 sheets total. > In accordance with funding agency requirements the 90% Package will be reviewed by Ecology for a 45-day review period. Formal written approval is required before bidding the project. We assume that the City will facilitate communications with Ecology in advance of the 90% Design Submittal so that the project approach is understood and agreed to prior to formal submittal and review by the agency. Design will progress following receipt of City comments at the end of the 14-day City review period.
Task Deliverables
<ul style="list-style-type: none"> > 90% Design Plans > 90% Design Report > 90% Engineer's Cost Estimate > 90% Draft Technical Specifications

6. Task 6: Final Plans and Design Report

The final design iteration will be based on the 90% Plans and associated documents, incorporating City review comments and comments through permitting process, to advance the set to the Final Design Stage. The Final Design Set will include:

- 6.1. Engineer-stamped construction-level Final Plans
- 6.2. Final Engineer's Cost Estimate
- 6.3. Technical Specifications

Task Assumptions
<ul style="list-style-type: none"> > Final Design Report shall be a compilation of all plans, processes, modeling results, permits, and project communications leading up to the Final Design.

Reference: Pioneer Park Riparian Restoration

- > Final Milestone deliverable will be submitted to the City for a single round of review. Review period will be 14 days and the City will produce a consolidated redline set with comment log. Stantec will address comments and record actions on the comment log and provide the Final Package to the City with the comment log completed to indicate comment resolution. Additional rounds of review and resolution are outside the scope of this effort.

Task Deliverables

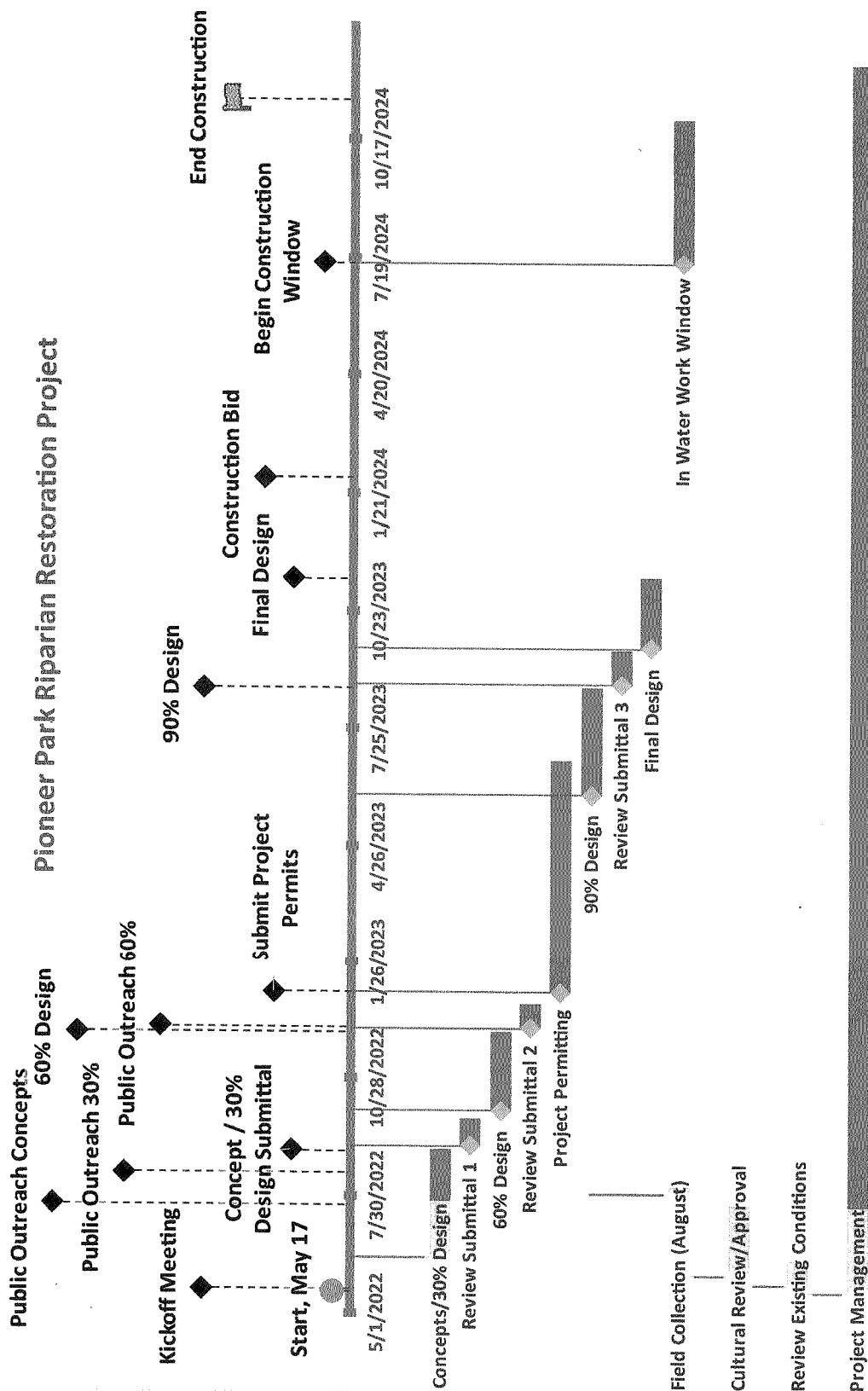
- > Final Construction Plans (signed and stamped by a licensed Washington engineer)
- > Final Technical Specifications (signed and stamped by a licensed Washington engineer)
- > Final Engineer's Cost Estimate
- > Final Design Report
- > Final No-Rise Certification Documentation

7. Proposed Schedule

Task/Deliverable	Completion Date
Notice to Proceed	5/17/2022
Kickoff meeting	5/19/2022
Draft Cultural Resources Report and Inadvertent Discovery Plan	6/15/2022
Site Investigation, Site Survey Data Collection and Analysis	7/20/2022
Concept Alternatives (30% Design)	9/02/2022
60% Design Plans, Design Report, and Cost Estimate	12/02/2022
JARPA Submittal	1/02/2023
90% Design Plans, Design Report, Cost Estimate, and Technical Specifications	8/25/2023
100% Design Plans, Design Report, Cost Estimate, and Technical Specifications	11/17/2023
Bid Solicitation	2/02/2024
Construction	7/15/2024



Pioneer Park Riparian Restoration Project





Stantec Consulting Services Inc.
601 SW Second Avenue, Suite 1400
Portland OR 97204-3128

8. Proposed Budget

Top Task/Deliverable	Top Task Budget
Task 1: Project Management and Meetings	\$26,828
Task 2: Data Collection	\$43,484
Task 3: Preliminary Plans and Design Report	\$34,361
Task 4: Permitting	\$20,430
Task 5: 90 Percent Plans and Design Report	\$19,174
Task 6: Final Plans and Design Report	\$9,467
Total Project Cost	\$153,744

Respectfully,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink, appearing to read "Joe Richards".

Joe Richards PE, CWRE
Stantec
Principal Engineer
Mobile: 503-830-9669
joe.richards@stantec.com

Design with community in mind

NON-DISCRIMINATION IN BENEFITS AFFIDAVIT

(Must Be Completed for All Bids in Excess of \$50,000.00)

State of Washington)

) ss

County of)

Chapter 3.46 of the Tumwater Municipal Code provides for non-discrimination in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse by contractors providing supplies or services to the city estimated to cost fifty thousand dollars (\$50,000) or more.

Joe Richards

, being first duly sworn, on their oath, states

that they have reviewed Chapter 3.46 of the Tumwater Municipal Code and hereby

certifies that Stantec, Inc. is in compliance

(Name of Firm)

with TMC 3.46.

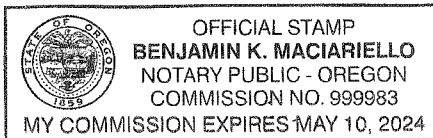
Signed

Joe Richards

Type/Print Name

Subscribed and sworn to before me this 28 day of June, 2022Benjamin K Maciariello

Type/Print Name



Notary Public in and for the State of

Washington, OregonMy commission expires May 10, 2024

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Storm Drain
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR: SD-05 / SD-06

SD-03

PROGRAM TITLE: Deschutes Habitat Restoration Projects

PROGRAM DESCRIPTION:

Project will design and implement habitat enhancement and sediment reduction projects in support of Total Maximum Daily Load (TMDL) compliance actions relating to shade coverage and riparian habitat and water quality enhancements along the Descutes River and its tributaries, as outlined in the City's Shoreline Management Plan and Deschutes Habitat Restoration Plan. Projects include evaluation and restoration of riverbank erosion along Tumwater Valley Drive, Pioneer Park, and Desoto Canyon.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: NPDES Permit / Shoreline Management Plan PAGE# Multiple

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2024	2025	2026	2027	2028	2029	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		\$ 270,000	\$ 125,000	\$ 125,000	\$ 20,000					\$ 270,000
Land & R-O-W		\$ -								\$ -
Construction		\$ 710,000		\$ 450,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ 65,000		\$ 710,000
Equipment		\$ -								\$ -
Other		\$ -								\$ -
TOTAL EXPENSES	\$ -	\$ 980,000	\$ 125,000	\$ 575,000	\$ 85,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ -	\$ 980,000
Sources of Funds:										
General Government		\$ -								\$ -
Grants		\$ 948,750	\$ 93,750	\$ 575,000	\$ 85,000	\$ 65,000	\$ 65,000	\$ 65,000		\$ 948,750
Water/Sewer/Storm		\$ 31,250	\$ 31,250	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 31,250
G.O. Bonds: NonVtd		\$ -								\$ -
G.O. Bonds: Voted		\$ -								\$ -
Revenue Bonds		\$ -								\$ -
L.I.D.'s		\$ -								\$ -
Other		\$ -								\$ -
TOTAL SOURCES	\$ -	\$ 980,000	\$ 125,000	\$ 575,000	\$ 85,000	\$ 65,000	\$ 65,000	\$ 65,000	\$ -	\$ 980,000

TO: City Council
 FROM: Ryan Blaser, Engineer III
 DATE: June 3, 2025
 SUBJECT: Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the 2nd Avenue Bicycle & Pedestrian Improvements

1) Recommended Action:

Authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the 2nd Avenue Bicycle & Pedestrian Improvements and the Transportation and Engineering Director to sign the Local Agency Agreement.

The agreement was recommended for approval on the consent calendar at the May 22, 2025 Public Works Committee meeting.

2) Background:

The intersection at Linwood Avenue SW and 2nd Avenue is a complex intersection with angled approaches and right-turn slip lanes from Linwood Avenue SW to 2nd Avenue. The intersection is stop-controlled with multi-lane approaches, which leads to driver confusion. This project will construct a non-circular roundabout at this location to increase pedestrian and bicycle safety and improve traffic flow.

Pedestrian and bicycle improvements will continue along 2nd Avenue from Linwood Avenue SW to B Street. Improvements to 2nd Avenue will include upgrades to existing ADA sidewalk ramps, select sidewalk replacement, roadway resurfacing, and restriping.

These documents request WSDOT move the project into the Construction phase. This will allow the City to begin utilizing the State funding source, Safe Routes to School (SRTS), as we prepare to secure a contractor for construction.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Provide a safe, efficient, and cost-effective transportation system.

4) Alternatives:

☐ Do not recommend for approval and authorization

5) Fiscal Notes:

Total project is estimated at \$4.2MM, split between the WSDOT Safe Routes to School Program (\$2.1MM), Transportation Benefit District (\$0.8MM), private development funding

through impact fees (\$0.8MM), and the Transportation CFP ending fund balance (\$0.5MM).

The SRTS is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at www.climate.wa.gov. The SRTS program is also supported by the multimodal transportation account-state appropriation and the motor vehicle account – federal appropriation, which is part of the Infrastructure Investment and Jobs Act.

6) Attachments:

- A. Local Programs State Funding Agreement
- B. State Funds Project Prospectus


**Washington State
Department of Transportation**

Local Programs State Funding Agreement

Work by Public
Agencies

Agency and Address

City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Agreement Number	Project Number	Description of Work (See also "Exhibit A") Double roundabout at the intersection of Linwood Avenue and 2nd Avenue. Includes all pedestrian/bike features (wide sidewalk, ADA curb ramps, illumination, etc.). Along 2nd Avenue install sidewalks, ADA curb ramps, restripe car and bike lanes, and resurface the road.	
Project Title 2nd Avenue Pedestrian & Bicycle Improvements			
Termini 2nd Ave/Linwood Intersection to 2nd Ave/B St Intersection		Advertisement Date August 1, 2025	Indirect Cost Rate <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

This AGREEMENT is made and entered into between the STATE OF WASHINGTON, Department of Transportation, acting by and through the Secretary of Transportation, hereinafter called the "STATE," and the above named organization, hereinafter call the "AGENCY."

WHEREAS, the AGENCY is planning the work shown above, and in connection therewith, the AGENCY has requested financial assistance for the project or program, and

WHEREAS, the AGENCY has requested funds for the above shown project or program, which has been selected by the STATE for funding assistance.

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performances contained herein, or attached and incorporated and made a part hereof, IT IS MUTUALLY AGREE AS FOLLOWS:

Type of Work		Estimate of Funding		
		(1) Estimated Total Funds	(2) Estimated Agency Funds	(3) Estimated State Funds
PE or Planning	a. Agency			
	b. Other			
	c. Other			
	d. State Services			
	e. Total PE Cost Estimate	0	0	0
RW	f. Agency			
	g. Other			
	h. Other			
	i. State Services			
	j. Total R/W Cost Estimate	0	0	0
CN	k. Contract	2115000	0	2115000
	l. Other Eligible Non-Funded	1800000	1800000	0
	m. Other			
	n. Other			
	o. Agency	300000	300000	
	p. State Services	5000	5000	0
	q. Total CN Cost Estimate	4220000	2105000	2115000
	r. Total Project Cost Estimate	4220000	2105000	2115000

I General

The AGENCY agrees to perform the above described work in accordance with the Project Application attached hereto as "Exhibit A" and made a part of this AGREEMENT.

Plans, specifications, and cost estimates shall be prepared by the AGENCY in accordance with the current State of Washington Standard Specifications for Road, Bridge, and Municipal Construction and adopted design standards, unless otherwise noted. The AGENCY will incorporate the plans and specifications into the AGENCY's project and thereafter advertise the resulting project for bid and, assuming bids are received and a contract is awarded, administer the contract, or if the project is of a size which the AGENCY is authorized to perform with its own forces under the laws of the State of Washington, the AGENCY may proceed with its own forces.

All work performed under this AGREEMENT shall comply with the applicable provisions of state law.

II Payment

The STATE, in consideration of the faithful performance of the work to be performed by the AGENCY, agrees to reimburse the AGENCY for the percentage of the actual direct and related indirect cost of the work shown above, up to the "MAXIMUM AMOUNT AUTHORIZED". The agency will comply with Governmental Accounting Auditing and Financial Reporting Standards and applicable state law and local regulations, policies and procedures. No payment will be made for work done prior to execution of this AGREEMENT.

Partial payments shall be made by the STATE, upon request of the AGENCY, to cover costs incurred. These payments are not to be more frequent than one (1) per month. It is agreed that any such partial payment will not constitute agreement as to the appropriateness of any item and that, at the time of the final audit, all required adjustments will be made and reflected in a final payment. The AGENCY agrees to submit a final bill to the STATE within forty-five (45) days after the AGENCY has completed work.

The AGENCY agrees that all costs in excess of the amount authorized and the AGENCY's matching funds shall be the responsibility of the AGENCY.

III Audit

The AGENCY agrees that an audit may be conducted by the STATE. During the progress of the work and for a period not less than three (3) years from the date of final payment to the AGENCY, the records and accounts pertaining to the work and accounting thereof are to be kept available for inspection and audit by the STATE and copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request. If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim, or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year last written below.

AGENCY

By: _____

Title: Transportation and Engineering Director

Agency Date: _____

IV Legal Relations

No liability shall attach to the AGENCY or the STATE by reason of entering into this AGREEMENT except as expressly provided herein.

V Nondiscrimination

The AGENCY agrees to comply with all applicable state and federal laws, rules, and regulations pertaining to nondiscrimination and agrees to require the same of all subcontractors providing services or performing any work using funds provided under this AGREEMENT.

VI Venue

For the convenience of the parties to this AGREEMENT, it is agreed that any claims and/or causes of action which the AGENCY has against the STATE, growing out of this AGREEMENT or the project or program with which it is concerned, shall be brought only in the Superior Court for Thurston County.

VII Termination

The Secretary of the Department of Transportation may terminate this AGREEMENT if the funding becomes unavailable or if the Secretary determines that it is in the best interest of the STATE.

VIII Final Report and Final Inspection

Within ninety (90) days following the completion of the project and submission of the final billing for the project, a final report and/or final inspection shall be submitted to the Director, Highways & Local Programs containing the following information:

Non-Capital Projects

1. A description of the project or program.
2. A summary of actual costs of the project or program.
3. An evaluation of the project or program. This should address aspects such as transportation and/or other benefits to the public.

Capital Projects

1. A final inspection is required.

IX Supplement

This agreement may be modified or supplemented only in writing by parties.

STATE

By: _____

Director, Local Programs

Date Executed: _____

Instructions – Local Programs State Funding Agreement

1. **Name and Address** – Enter the agency name and billing address of the lead agency that will become a party to the agreement.
2. **Agreement Number** – MUST be left blank. This number will be assigned by WSDOT.
3. **Project Number** – MUST be left blank. This number will be assigned by WSDOT.
4. **Description of Work** – Enter a concise statement of the major items of work to be performed. If applicable, attach the signed Project Summary from the project's selection letter as "Exhibit A".
5. **Project Title** – Enter the project's title.
6. **Termini** – Enter the begin and end points of the project.
7. **Advertisement Date** – At construction phase authorization only, enter the proposed construction contract advertisement date.
8. **Indirect Cost Rate**
 - a. Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized by the agency must be provided with the Local Programs State Funding Agreement. Indirect cost rate approval by your cognizant agency or through your agency's self-certification and supporting documentation is required to be available for review by WSDOT and/or State Auditor.
 - b. Check the No box if the agency will not be claiming indirect costs on the project.
9. **Type of Work and Funding** (Round all dollar amounts to the nearest whole dollar)
 - a. **Planning** – For projects that only include planning and/or study activities, lines a through d show Planning costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - b. **Preliminary Engineering** – For projects authorizing a Preliminary Engineering phase, lines a through d show PE costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line a – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line b & c – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line d – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line e – Total of lines a + b + c + d.
 - c. **Right of Way** – For projects authorizing a Right of Way phase, lines f through i show RW costs for the project by type of work (e.g., agency, consultant, state services, etc.).
 - Line g & h – Identify consultant, etc., and enter the estimated amounts in columns 1 through 3.
 - Line i – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line j – Total of lines f + g + h + i.
 - d. **Construction** – For projects authorizing a Construction phase, lines k through p show CN costs for the project by type of work (e.g., contract, agency, consultant, state services, etc.).
 - Line k – Enter the estimated cost of the CN contract in columns 1 through 3.
 - Lines l, m, & n – Identify consultant, utilities, etc., and enter the estimated amounts in columns 1 through 3.
 - Line o – Enter the estimated cost of agency performed work in columns 1 through 3.
 - Line p – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
 - Line q – Total of lines k + l + m + n + o + p.
 - e. **Total Project Cost Estimate**
 - Line r – Total Cost Estimate of the Project. Total of lines e + j + q.
10. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (include month, day, and year). Note: Do NOT enter a date on the Date Executed line.



**Washington State
Department of Transportation**

State Funds Project Prospectus

Project Number		Date	4/29/2025
Local Agency Project Number	3042302	Statewide Vendor Number	SWV0007172

Agency City of Tumwater					
Project Title 2nd Avenue Pedestrian & Bicycle Improvements		Start Latitude N 47.006936 End Latitude N 47.014311		Start Longitude W 122.909786 End Longitude W 122.906736	
Project Termini From 2nd Ave/Linwood Intersection		Nearest City Name Tumwater			Project Zip Code (+4) 98512-6804
Project Termini To 2nd Ave/B St Intersection		City Number 1325	County Number 34	County Name Thurston	
Begin Mile Post	End Mile Post	Length of Project 0.57	WSDOT Region Olympic Region	Legislative District(s) 22	Congressional District(s) 10

Phase	Total Estimated Cost	Local Agency Funding	State Funds	Phase Start Date	
	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	(Nearest Hundred Dollar)	Month	Year
P.E.	650000	650000	0	July	2024
R/W					
Const.	4220000	2105000	2115000	August	2025
Total	4870000	2755000	2115000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 36'	Number of Lanes 2
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Minor arterial; approximately 36' wide curb to edge of asphalt; two approximately 12' wide travel lanes with bike lanes in most sections; 4-way stop controlled intersection with dedicated left turn lanes; rolling hills and one significant curve in the road.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Double roundabout at the intersection of Linwood Avenue and 2nd Avenue; includes pedestrian/bike features (wide sidewalk, ADA curb ramps, illumination, etc.); along 2nd Avenue install sidewalks, ADA curb ramps, restripe vehicle and bike lanes, and resurface the road.

Local Agency Contact Person Brandon Hicks		Title Director		Phone 360-754-4140	
Mailing Address 555 Israel Road SW		City Tumwater		State WA	Zip Code 98501
State Funds Project Prospectus Approval	By _____				
	Approving Authority				
	Title Transportation and Engineering Director				Date

Agency City of Tumwater	Project Title 2nd Avenue Pedestrian & Bicycle Improvements	Date 4/29/2025
----------------------------	---	-------------------

Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|--|---|--------------------------------|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Path / Trail | <input type="checkbox"/> 3-R |
| <input checked="" type="checkbox"/> Reconstruction | <input type="checkbox"/> Pedestrian / Bicycle | <input type="checkbox"/> 2-R |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Parking | <input type="checkbox"/> Other |
| <input type="checkbox"/> Bridge | | |

Roadway Width
36'Number of Lanes
2**Performance of Work**

Preliminary Engineering Will Be Performed By	Others %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Right of Way

- ☒ No Right of Way Needed ☐ Right of Way Needed

* All construction required by the contract can be accomplished within the exiting right of way.

Utilities

- ☐ No utility work required
- ☐ All utility work will be completed prior to the start of the construction contract
- ☒ All utility work will be completed in coordination with the construction contract

Railroad

- ☒ No railroad work required
- ☐ All railroad work will be completed prior to the start of the construction contract
- ☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will include adjustments to water, sewer, gas, telecom, and electric utility infrastructure within the project limits as required to complete the roadway improvements.

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

By _____

Mayor/Chairperson

Instructions – State Funds Project Prospectus

1. Date – Enter the date this form is filled out.
2. Project Number – Number assigned by Local Programs to each state funded project. Leave BLANK on original Prospectus.
3. Local Agency Project Number – Alpha/numeric characters that your agency identifies.
4. Statewide Vendor Number – Enter the agency's statewide vendor number.
5. Agency – Enter your agency's name.
6. Project Title – Enter the project's title, as shown in the selection letter from WSDOT/Local Programs.
7. Latitude and Longitude – Enter the project start and end latitude and longitude in decimal format:
Latitude N XX.XXXX Longitude W XXX.XXXX
8. Project Termini From – Enter the beginning limit of the project.
9. Nearest City Name – Enter the name of the nearest city or town to where the work is being performed.
10. Project ZIP Code (+4) – Enter the 5 plus 4-digit ZIP Code of the location where the majority of the work will be done.
11. Project Termini To – Enter the ending limit of the project.
12. City Number – For a city project, enter your city code number from Appendix 21.46.
13. County Number – Enter the county code number from Appendix 21.45.
14. County Name – Enter the county name in which the project is located.
15. Begin Mile Post – Enter the beginning mile post.
16. End Mile Post – Enter the ending mile post.
17. Length of Project – Enter project length in miles (two decimals).
18. Legislative District – Enter the legislative district(s) in which the project is located.
19. Congressional District – Enter the congressional district(s) in which the project is located.
20. Total Estimated Cost – Required for all phases of the project; estimate to the nearest hundred dollars.
21. Local Agency Funding – Required for all phases of the project; estimate to the nearest hundred dollars.
22. State Funds – Required for each phase of the project; estimate to the nearest hundred dollars. Enter only those state funds awarded through WSDOT/Local Programs for this project. State funds from other state agencies (ex. Transportation Improvement Board) should be entered in the Local Agency Funding column.
23. Phase Start Date – Enter the month and year for all phase's expected start date.
24. Description of Existing Facility – Enter a description of the existing facility that includes an explanation of any existing facility deficiencies.
25. Description of Proposed Work – Enter a description of the proposed improvements. Indicate the major work elements involved, such as roadway reconstruction, bridge replacement, sidewalk construction, etc.
26. Local Agency Contact Person – Enter name and contact information for agency employee to be contacted in case of questions.
27. State Funds Project Prospectus Approval – Signature and title of the agency employee that reviewed and approved the prospectus. The agency shall submit a revised project prospectus at construction phase authorization and any time the project termini and/or scope is revised.
28. Type of Proposed Work – Check whether the project is new construction, reconstruction, trail, etc., as described in Chapter 42.
29. Roadway Width – Enter the curb-to-curb roadway width for the proposed facility.
30. Number of Lanes – Enter the number of lanes for the proposed facility.
31. Performance of Work
 - a. Preliminary Engineering – Indicate who will be performing the work and the percentage of the work they will do.
 - b. Construction – Indicate if work is to be done by contract and/or local forces and the percentage to be done by each.
32. Right of Way (Refer to Appendix 25.174 for assistance in determining whether Right of Way is needed).
 - a. No Right of Way Needed – Check this box when the project can be accomplished within the existing right of way.
 - b. Right of Way Needed – Check this box when the project requires additional right of way.
33. Utilities – Check the box next to the statement that best fits your project.
34. Railroad – Check the box next to the statement that best fits your project.
35. Description of Utility Relocation or Adjustments – Indicate the agency/entity responsible for any utility relocation and/or adjustments. In addition, include the type of utility, whether publicly or privately owned, and any other pertinent information.
36. Remarks – Enter other applicable project information that hasn't already been included in the prospectus.
37. Legislative Body Approval – Signature of an elected official, such as a County Commissioner or Mayor, or their designee, confirming that the proposed project is consistent with the agency's comprehensive plan for community development.

TO: City Council
 FROM: Ryan Blaser, Engineer III
 DATE: June 3, 2025
 SUBJECT: Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the Somerset Hill Fish Passage Barrier Removal

1) Recommended Action:

Authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the Somerset Hill Fish Passage Barrier Removal; and the Transportation and Engineering Director to sign the Local Agency Agreement.

The agreement was recommended for approval on the consent calendar at the May 22, 2025 Public Works Committee meeting.

2) Background:

The culvert conveying Percival Creek under Somerset Hill Drive has been identified as a partial barrier to fish passage. The City previously contracted with a consultant to prepare a preliminary alternatives analysis report for improving this crossing. This project will replace the existing culvert with a bridge structure that allows for easier fish passage, creates improved habitat, and helps to realign the creek toward its natural channel. The final project will also protect the existing bank from further erosion, which currently threatens to undermine several trees and potentially damage adjacent existing city utility infrastructure.

These documents request WSDOT move the project into the Preliminary Engineering phase. This will allow the city to begin utilizing the Federal funding source (PROTECT) as we prepare to secure a consultant for engineering design.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026:

Be a Leader in Environmental Health and Sustainability – Improve overall habitat and water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, and collaborating with area Tribes.

4) Alternatives:

☐ Do not recommend for approval and authorization

5) Fiscal Notes:

This project will be funded in part by a federal grant (Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program [PROTECT]) totaling \$4,000,000; the Preliminary Engineering phase is allotted \$600,000 and the Construction

Phase will be allotted \$3,400,000; any additional costs will be covered by City funds. Based on preliminary estimates, the total estimated project cost is \$4,255,000.

6) Attachments:

- A. Local Agency Federal Aid Project Prospectus
- B. Local Agency Agreement


**Washington State
Department of Transportation**
**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	4/30/25
Federal Aid Project Number	PROTECT			DUNS Number	03-851-7355
Local Agency Project Number	4112203	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001520

Agency City of Tumwater		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Somerset Hill Fish Passage Barrier Removal		Start Latitude N 47.0193 End Latitude N 47.01880		Start Longitude W -122.93179 End Longitude W -122.93066	
Project Termini From-To 500' e/o Tyndel Circle 500' w/o Thorp Drive		Nearest City Name Tumwater			Project Zip Code (+4) 98512-6253
Begin Mile Post	End Mile Post	Length of Project 0.06		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 1325	County Number 34	County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22		Congressional District(s) 10		Urban Area Number 6

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.	\$600,000	\$0	\$600,000	Month 7	Year 2025
R/W	\$0	\$0	\$0	N/A	
Const.	\$3,655,000	\$255,000	\$3,400,000	5	2028
Total	\$4,255,000	\$0	\$4,000,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 20 feet	Number of Lanes 2
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Major collector, two approximately 10 foot travel lanes; flat and slightly curved; one multi-use path on the northern side of the road.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

This project will replace a current partial fish passage barrier with a bridge.

Local Agency Contact Person Brandon Hicks		Title Director		Phone 360-754-4140	
Mailing Address 555 Israel Rd SW		City Tumwater		State WA	Zip Code 98501
Project Prospectus	By _____ Approving Authority				
	Title Transportation and Engineering Director				Date

Agency City of Tumwater	Project Title Somerset Hill Fish Passage Barrier Removal	Date 4/30/25
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Type of Proposed Work

Project Type (Check all that Apply)

- | | | |
|--|--|--------------------------------|
| <input type="checkbox"/> New Construction | <input type="checkbox"/> Path / Trail | <input type="checkbox"/> 3-R |
| <input checked="" type="checkbox"/> Reconstruction | <input type="checkbox"/> Pedestrian / Facilities | <input type="checkbox"/> 2-R |
| <input type="checkbox"/> Railroad | <input type="checkbox"/> Parking | <input type="checkbox"/> Other |
| <input type="checkbox"/> Bridge | | |

Roadway Width

20 feet

Number of Lanes

2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input checked="" type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	25	
Design Speed	25	
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Consultant	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- | | |
|--|--|
| <input type="checkbox"/> Class I - Environmental Impact Statement (EIS) | <input checked="" type="checkbox"/> Class II - Categorically Excluded (CE) |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreement | <input checked="" type="checkbox"/> Projects Requiring Documentation (Documented CE) |
| <input type="checkbox"/> Class III - Environmental Assessment (EA) | |
| <input type="checkbox"/> Project Involves NEPA/SEPA Section 404 Interagency Agreements | |

Environmental Considerations

Will be completed during PE phase of the project.

Agency City of Tumwater	Project Title Somerset Hill Fish Passage Barrier Removal	Date 4/30/25
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Right of Way☒ No Right of Way Needed

* All construction required by the contract can be accomplished within the existing right of way.

☐ Right of Way Needed☐ No Relocation☐ Relocation Required**Utilities**☐ No utility work required☐ All utility work will be completed prior to the start of the construction contract☒ All utility work will be completed in coordination with the construction contract**Railroad**☒ No railroad work required☐ All railroad work will be completed prior to the start of the construction contract☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will include the temporary relocation and replacement of all water, sewer, gas, telecom, and electric utility infrastructure within the project limits.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Tumwater

Date

By _____ Mayor/Chairperson


**Washington State
Department of Transportation**

Agency City of Tumwater

Address 555 Israel Road SW
Tumwater, WA 98501
Local Agency Agreement
ALN 20.205 - Highway Planning and Construction
(Assistance Listing Number)
Project Number**Agreement Number**

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Somerset Hill Fish Passage Barrier Removal

Length 0.06

Termini 500' e/o Tyndel Circle to 500' w/o Thorp Drive

Description of Work

This project will replace a current partial fish passage barrier with a bridge.

Project Agreement End Date December 31, 2028

Indirect Cost Rate

☐ Yes ☒ No

Advertisement Date

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
100 %	b. Other Consultant	600000		600000
Federal Aid	c. Other			
Participation	d. State Services			
Ratio(s) for PE	e. Total PE Cost Estimate	600000	0	600000
Right of Way	f. Agency			
%	g. Other			
Federal Aid	h. Other			
Participation	i. State Services			
Ratio(s) for RW	j. Total R/W Cost Estimate	0	0	0
Construction	k. Contract	3400000		3400000
100 %	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio(s) for CN	o. Agency	250000	250000	
	p. State Services	5000	5000	
	q. Total CN Cost Estimate	3655000	255000	3400000
	r. Total Project Cost Estimate	4255000	255000	4000000

Agency Official

By

Title

Agency Date

Washington State Department of Transportation

By

Director, Local Programs

Date Executed

Construction Method of Financing (Check Method Selected)**State Ad and Award**

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of \$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, _____, Resolution/Ordinance No. _____.

Provisions**I. Scope of Work**

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and
- (c) Refer the case to the Department of Justice for appropriate legal proceedings.

Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an 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 any 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions

Instructions

1. **Agency Name and Billing Address** – Enter the Agency of primary interest which will become a party to the agreement.
2. **Project Number** – Leave blank. This number will be assigned by WSDOT. Not including all fund program prefixes (ex. “STBGR”), Project Number is defined as the Federal Award Identification Number (FAIN).
3. **Agreement Number** – Leave blank. This number will be assigned by WSDOT.

4.

- a. **Project Description** – Enter the project name, total length of the project (in miles), and a brief description of the termini. Data entered here must be consistent with the name, length, and termini noted in the STIP and Project Prospectus

Example: (Name) “Regal Road”, (Length) “1.2 miles”, (Termini) “Smith Road to Main Street”

- b. **Description of Work** – Enter a concise statement of the major items of work to be performed. Statement must be consistent with the description of work noted in the STIP and Project Prospectus.

Example: “Overlay Regal Road; install curb, gutter, and sidewalk; illumination; and traffic signal at the intersection of Regal Road and Dakota Avenue.”

- c. **Project Agreement End Date** – Enter the Project Agreement End Date (mm/dd/yy). This date is based on the project’s Period of Performance (2 CFR 200.309).

For Planning Only projects – WSDOT recommends agencies estimate the end of the project’s period of performance and add three years to determine the “Project Agreement End Date”.

For PE and RW – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”. For Construction – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.

- d. **Advertisement Date** – At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
- e. **Claiming Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the local agency agreement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See section 23.5 for additional guidance.

4. Type of Work and Funding (Round all dollar amounts to the nearest whole dollar)

- a. **PE** – Lines a through d show Preliminary Engineering costs for the project by type of work (e.g., consultant, agency, state services, etc.).

*Federal aid participation ratio for PE – enter ratio for PE lines with amounts in column 3.

- **Line a** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line b & c** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line d** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line e** – Total of lines a + b + c + d.

- b. **Right of Way** – If a Right of Way phase is authorized on the project, the appropriate costs are shown in lines f through i.

*Federal aid participation ratio for RW – enter ratio for RW lines with amounts in column 3.

- **Line f** – Enter the estimated amount of agency work in columns 1 through 3.
- **Line g & h** – Identify user, consultant, etc., and enter the estimated amounts in columns 1 through 3.
- **Line i** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line j** – Total of lines f + g + h + i.

- c. **Construction** – Lines k through p show construction costs for the project by type of work (e.g., contract, consultant, agency, state services, etc.).

*Federal aid participation ratio for CN – enter ratio for CN lines with amounts in column 3.

- **Line k** – Enter the estimated cost of the contract.
- **Lines l, m, & n** – Enter other estimated costs such as utility and construction contracts or non-federally matched contract costs.
- **Line o** – Enter estimated costs of all construction related agency work.
- **Line p** – State Services. Every project must have funding for state services. Enter the estimated amounts in columns 1 through 3.
- **Line q** – Total Construction Cost Estimate. Total of lines k + l + m + n + o + p.

d. Total Project Cost Estimate

- **Line r** – Total Cost Estimate of the Project. Total of lines e + j + q.

*Please remember, if the federal aid participation rate entered is not the maximum rate allowed by FHWA, then the participation rate entered becomes the maximum rate allowed.

6. **Signatures** – An authorized official of the local agency signs the agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.
7. **Method of Construction Financing** – Choose the method of financing for the construction portion of the project.
 - a. **Method “A”** is used when the state administers the contract for the agency.
 - b. **Method “B”** is also used when the state administers the contract for the agency.
 - c. **Method “C”** is used with projects administered by the local agency. The agency will submit billings monthly through the state to FHWA for all eligible costs. The billings must document the payment requests from the contractor. If state-force work, such as audit and construction engineering, is to receive federal participation, it will be billed to the agency and FHWA simultaneously at the indicated ratio. To show continuous progress agencies should bill monthly until agreement is closed.
8. **Resolutions/Ordinances** – When someone other than the County Executive/Chairman, County Commissioners/Mayor is authorized to sign the agreement, the agency must submit to WSDOT with the agreement a copy of the Resolution/Ordinance designating that individual.

TO: City Council
 FROM: Ryan Blaser, Engineer III
 DATE: June 3, 2025
 SUBJECT: Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the Percival Creek Fish Passage Barrier Removal

1) Recommended Action:

Authorize the Mayor to sign the Local Agency Agreement and Project Prospectus with the Washington State Department of Transportation for the Percival Creek Fish Passage Barrier Removal; and the Transportation and Engineering Director to sign the Local Agency Agreement.

The agreement was recommended for approval on the consent calendar at the May 22, 2025 Public Works Committee meeting.

2) Background:

This project will remove the existing fish passage barrier by installing a large concrete box culvert and making other site improvements. These improvements will restore access to approximately 7,300 feet of main stream habitat, 9,052 square feet of spawning habitat, and 882,750 square feet of rearing habitat in cool water for Chinook, chum, coho, steelhead, sea-run cutthroat, and resident trout. Construction is expected to begin Summer 2026.

These updated documents request WSDOT move the project out of the engineering and right-of-way phases and into the construction phase. This will allow the City to begin utilizing the Federal and State funding sources as we prepare to secure a contractor for construction. The updated documents also provide additional documentation regarding the funding sources for the project.

All changes to the original documents have been made in close coordination and at the direction of WSDOT Local Programs.

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026:

Be a Leader in Environmental Health and Sustainability – Improve overall habitat and water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, and collaborating with area Tribes.

4) Alternatives:

☐ Do not recommend for approval and authorization

5) Fiscal Notes:

Project construction will be funded in part by a federal grant (Promoting Resilient Operations for Transformative, Efficient, and Cost-saving Transportation Program [PROTECT]) totaling \$2,000,000 and a state grant (Salmon Recovery Funding Board [SRFB]) totaling \$257,550; for a total of \$2,257,550.

6) Attachments:

- A. Local Agency Agreement Supplement
- B. Original Local Agency Agreement
- C. Updated Local Agency Federal Aid Project Prospectus
- D. Original Local Agency Federal Aid Project Prospectus



Local Agency Agreement Supplement

Agency City of Tumwater		Supplement Number 1
Project Number PROTECT 5210 (003)	Agreement Number LA10676	ALN. 20.205 - Highway Planning and Construction

All provisions in the basic agreement remain in effect except as modified by this supplement.

The Local Agency certifies that it is not excluded from receiving Federal funds by a Federal suspension or debarment (2 CFR Part 180). Additional changes to the agreement are as follows:

Project Description

Name Percival Creek Fish Passage Barrier Removal

Length 0.04

Termini

Description of Work ✓ No Change

Replacement of a full barrier culvert with four-sided culvert, addition of bike lanes and sidewalk throughout

Reason for Supplement
Request CN Authorization

Indirect Cost Rate ☐ Yes ☒ No

Project Agreement End Date December 31, 2028

Advertisement Date July 1, 2025

Type of Work		Estimate of Funding				
		(1) Previous Agreement/Suppl.	(2) Supplement	(3) Estimated Total Project Funds	(4) Estimated Agency Funds	(5) Estimated Federal Funds
PE %	a. Agency			0		
	b. Other			0		
Federal Aid Participation Ratio(s) for PE	c. Other			0		
	d. State Services			0		
	e. Total PE Cost Estimate	0	0	0	0	0
Right of Way 100 %	f. Agency	25000	0	25000	0	25000
	g. Other Ineligible	45000	0	45000	45000	0
Federal Aid Participation Ratio(s) for RW	h. Other Aquisition	75000	0	75000	0	75000
	i. State Services	5000	0	5000	5000	0
	j. Total R/W Cost Estimate	150000	0	150000	50000	100000
Construction 100 %	k. Contract	0	2000000	2000000	0	2000000
	l. Other Contract-RCO Grant	0	257550	257550	257550	0
Federal Aid Participation Ratio(s) for CN	m. Other	0	0	0	0	0
	n. Other			0		
	o. Agency	0	162016	162016	162016	0
	p. State Services	0	2000	2000	2000	0
	q. Total CN Cost Estimate	0	2421566	2421566	421566	2000000
	r. Total Project Cost Estimate	150000	2421566	2571566	471566	2100000

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the Federal funds obligated, it accepts and will comply with the applicable provisions.

Agency Official

By
Title Transportation & Engineering Director
Agency Date

Washington State Department of Transportation

By
Director, Local Programs
Date Executed

Agency City of Tumwater		Supplement Number 1
Project Number PROTECT 5210 (003)	Agreement Number LA10676	ALN 20.205 - Highway Planning and Construction

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin. Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 90 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$1,000,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted promptly to the State.

XVII. Assurances

Local Agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Instructions

1. **Agency** – Enter the agency name as entered on the original agreement.
2. **Supplemental Number** – Enter the number of the supplement. Supplement numbers will be assigned in sequence beginning with Number 1 for the first supplement.
3. **Project Number** – Enter the federal aid project number assigned by WSDOT on the original agreement.
4. **Agreement Number** – Enter the agreement number assigned by WSDOT on the original agreement.
5. **Project Description** – Enter the project name, length, and termini.
6. **Description of Work** – Clearly describe if there is a change in work such as the addition or deletion of work elements and/or changes to the termini. If the work has not changed, put a check mark in the “No Change” box.
7. **Reason for Supplement** – Enter the reason for this supplement, i.e., increase PE funding to cover design changes presented in the revised prospectus; request funding of construction phase; decrease construction funding to the contract bid amount. If the supplement is authorizing a construction phase, the project’s proposed advertisement date must be included in the space provided.
8. **Indirect Cost Rate** – Check the Yes box if the agency will be claiming indirect costs on the project. For those projects claiming indirect costs, supporting documentation that clearly shows the indirect cost rate being utilized must be provided with the supplement. Indirect cost rate approval by your cognizant agency or through your agency’s self-certification and supporting documentation is required to be available for review by FHWA, WSDOT and /or State Auditor. Check the No box if the agency will not be claiming indirect costs on the project. See Section 23.5 for additional guidance.
9. **Project Agreement End Date** – Enter your previously established Project Agreement End Date. If authorizing a new phase of the project, update the Project Agreement End Date based on the following guidance:
 - a. **For PE and RW** – WSDOT recommends agencies estimate when the phase will be completed and add three years to determine the “Project Agreement End Date”.
 - b. **For Construction** – WSDOT recommends agencies estimate when construction will be completed and add three years to determine the “Project Agreement End Date”.
 - c. If an extension to a Project Agreement End Date is required between phase authorizations, the need for the extension must be described in the Reason for Supplement. Adequate justification to approve the extension must be submitted with the supplement. See Section 22.3 for additional guidance.
10. **Advertisement Date** - At construction authorization only, enter the proposed project advertisement date (mm/dd/yy).
11. **Type of Work and Funding (Round all amounts to the nearest whole dollar).**
 - a. **Column 1** – Enter the amounts from column 1 of the original local agency agreement. If the agreement has already been supplemented, enter the amounts by type of work from column 3 of the last supplemental agreement.
 - b. **Column 2** – Enter increase/decrease to total amounts requested by type of work.
 - c. **Column 3** – Add the amounts in columns 1 and 2.
 - d. **Columns 4 and 5** – Enter the appropriate amounts based on the participation ratio recorded on the original agreement.
 - e. **State Services** – All authorized phases must have funding for state services. Enter the estimated amounts in columns 1 through 5 as described above.
12. **Signatures** – An authorized official of the local agency signs the Supplemental Agreement and enters their title and date of signature (mm/dd/yy). **Note:** Do NOT enter a date on the Date Executed line.


**Washington State
Department of Transportation**

Agency City of Tumwater

 Address 555 Israel Rd SW
Tumwater, WA 98501-4072

Local Agency Agreement
CFDA No. 20.205 - Highway Planning and Construction
(Catalog of Federal Domestic Assistance)

Project No. PROTECT-5210(003)
Agreement No. LA 10676

For WSDOT Use Only

The Local Agency having complied, or hereby agreeing to comply, with the terms and conditions set forth in (1) Title 23, U.S. Code Highways, (2) the regulations issued pursuant thereto, (3) 2 CFR Part 200, (4) 2 CFR Part 180 – certifying that the local agency is not excluded from receiving Federal funds by a Federal suspension or debarment, (5) the policies and procedures promulgated by the Washington State Department of Transportation, and (6) the federal aid project agreement entered into between the State and Federal Government, relative to the above project, the Washington State Department of Transportation will authorize the Local Agency to proceed on the project by a separate notification. Federal funds which are to be obligated for the project may not exceed the amount shown herein on line r, column 3, without written authority by the State, subject to the approval of the Federal Highway Administration. All project costs not reimbursed by the Federal Government shall be the responsibility of the Local Agency.

Project Description

Name Percival Creek Fish Passage Barrier Removal

Length 0.04 Miles

Termini 75' e/o Klahowya Lane and 400' w/o Antsen Street

Description of Work

Replacement of a full barrier culvert with a four-sided culvert. Additionally, will include placement of large woody material structures and regrading of the stream. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.

Project Agreement End Date December 31, 2028

Proposed Advertisement Date

Claiming Indirect Cost Rate

☐ Yes ☒ No

Type of Work		Estimate of Funding		
		(1) Estimated Total Project Funds	(2) Estimated Agency Funds	(3) Estimated Federal Funds
PE	a. Agency			
0 %	b. Other			
Federal Aid	c. Other			
Participation	d. State Services			
Ratio for PE	e. Total PE Cost Estimate (a+b+c+d)	0.00	0.00	0.00
Right of Way	f. Agency	25,000.00		25,000.00
100 %	g. Other Ineligible	45,000.00	45,000.00	
Federal Aid	h. Other Acquisition	75,000.00		75,000.00
Participation	i. State Services	5,000.00	5,000.00	
Ratio for RW	j. Total R/W Cost Estimate (f+g+h+i)	150,000.00	50,000.00	100,000.00
Construction	k. Contract			
100 %	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate (k+l+m+n+o+p)	0.00	0.00	0.00
	r. Total Project Cost Estimate (e+j+q)	150,000.00	50,000.00	100,000.00

Agency Official

 By 
 Title Transportation & Engineering Director
 Agency Date 7/27/2023

Washington State Department of Transportation

 By
 Director, Local Programs
 Date Executed

 Stephanie
 Tax

 Digitally signed by
 Stephanie Tax
 Date: 2023.08.09
 11:20:12 -07'00'

Construction Method of Financing (Check Method Selected)

State Ad and Award

Method A - Advance Payment - Agency Share of total construction cost (based on contract award)

Method B - Withhold from gas tax the Agency's share of total construction cost (line 5, column 2) in the amount of

\$ _____ at \$ _____ per month for _____ months.

Local Force or Local Ad and Award

Method C - Agency cost incurred with partial reimbursement

The Local Agency further stipulates that pursuant to said Title 23, regulations and policies and procedures, and as a condition to payment of the federal funds obligated, it accepts and will comply with the applicable provisions set forth below. Adopted by official action on _____, Resolution/Ordinance No. _____.

Provisions

I. Scope of Work

The Agency shall provide all the work, labor, materials, and services necessary to perform the project which is described and set forth in detail in the "Project Description" and "Type of Work."

When the State acts for and on behalf of the Agency, the State shall be deemed an agent of the Agency and shall perform the services described and indicated in "Type of Work" on the face of this agreement, in accordance with plans and specifications as proposed by the Agency and approved by the State and the Federal Highway Administration.

When the State acts for the Agency but is not subject to the right of control by the Agency, the State shall have the right to perform the work subject to the ordinary procedures of the State and Federal Highway Administration.

II. Delegation of Authority

The State is willing to fulfill the responsibilities to the Federal Government by the administration of this project. The Agency agrees that the State shall have the full authority to carry out this administration. The State shall review, process, and approve documents required for federal aid reimbursement in accordance with federal requirements. If the State advertises and awards the contract, the State will further act for the Agency in all matters concerning the project as requested by the Agency. If the Local Agency advertises and awards the project, the State shall review the work to ensure conformity with the approved plans and specifications.

III. Project Administration

Certain types of work and services shall be provided by the State on this project as requested by the Agency and described in the Type of Work above. In addition, the State will furnish qualified personnel for the supervision and inspection of the work in progress. On Local Agency advertised and awarded projects, the supervision and inspection shall be limited to ensuring all work is in conformance with approved plans, specifications, and federal aid requirements. The salary of such engineer or other supervisor and all other salaries and costs incurred by State forces upon the project will be considered a cost thereof. All costs related to this project incurred by employees of the State in the customary manner on highway payrolls and vouchers shall be charged as costs of the project.

IV. Availability of Records

All project records in support of all costs incurred and actual expenditures kept by the Agency are to be maintained in accordance with local government accounting procedures prescribed by the Washington State Auditor's Office, the U.S. Department of Transportation, and the Washington State Department of Transportation. The records shall be open to inspection by the State and Federal Government at all reasonable times and shall be retained and made available for such inspection for a period of not less than three years from the final payment of any federal aid funds to the Agency. Copies of said records shall be furnished to the State and/or Federal Government upon request.

V. Compliance with Provisions

The Agency shall not incur any federal aid participation costs on any classification of work on this project until authorized in writing by the State for each classification. The classifications of work for projects are:

1. Preliminary engineering.
2. Right of way acquisition.
3. Project construction.

Once written authorization is given, the Agency agrees to show continuous progress through monthly billings. Failure to show continuous progress may result the Agency's project becoming inactive, as described in 23 CFR 630, and subject to de-obligation of federal aid funds and/or agreement closure.

If right of way acquisition, or actual construction of the road for which preliminary engineering is undertaken is not started by the close of the tenth fiscal year following the fiscal year in which preliminary engineering phase was authorized, the Agency will repay to the State the sum or sums of federal funds paid to the Agency under the terms of this agreement (see Section IX).

If actual construction of the road for which right of way has been purchased is not started by the close of the tenth fiscal year following the fiscal year in which the right of way phase was authorized, the Agency will repay to the State the sum or sums of federal

funds paid to the Agency under the terms of this agreement (see Section IX).

The Agency agrees that all stages of construction necessary to provide the initially planned complete facility within the limits of this project will conform to at least the minimum values set by approved statewide design standards applicable to this class of highways, even though such additional work is financed without federal aid participation.

The Agency agrees that on federal aid highway construction projects, the current federal aid regulations which apply to liquidated damages relative to the basis of federal participation in the project cost shall be applicable in the event the contractor fails to complete the contract within the contract time.

VI. Payment and Partial Reimbursement

The total cost of the project, including all review and engineering costs and other expenses of the State, is to be paid by the Agency and by the Federal Government. Federal funding shall be in accordance with the Federal Transportation Act, as amended, 2 CFR Part 200. The State shall not be ultimately responsible for any of the costs of the project. The Agency shall be ultimately responsible for all costs associated with the project which are not reimbursed by the Federal Government. Nothing in this agreement shall be construed as a promise by the State as to the amount or nature of federal participation in this project.

The Agency shall bill the state for federal aid project costs incurred in conformity with applicable federal and state laws. The agency shall minimize the time elapsed between receipt of federal aid funds and subsequent payment of incurred costs. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for federal participation unless a current indirect cost plan has been prepared in accordance with the regulations outlined in 2 CFR Part 200 - Uniform Admin Requirements, Cost Principles and Audit Requirements for Federal Awards, and retained for audit.

The State will pay for State incurred costs on the project. Following payment, the State shall bill the Federal Government for reimbursement of those costs eligible for federal participation to the extent that such costs are attributable and properly allocable to this project. The State shall bill the Agency for that portion of State costs which were not reimbursed by the Federal Government (see Section IX).

1. Project Construction Costs

Project construction financing will be accomplished by one of the three methods as indicated in this agreement.

Method A – The Agency will place with the State, within (20) days after the execution of the construction contract, an advance in the amount of the Agency's share of the total construction cost based on the contract award. The State will notify the Agency of the exact amount to be deposited with the State. The State will pay all costs incurred under the contract upon presentation of progress billings from the contractor. Following such payments, the State will submit a billing to the Federal Government for the federal aid participation share of the cost. When the project is substantially completed and final actual costs of the project can be determined, the State will present the Agency with a final billing showing the amount due the State or the amount due the Agency. This billing will be cleared by either a payment from the Agency to the State or by a refund from the State to the Agency.

Method B – The Agency's share of the total construction cost as shown on the face of this agreement shall be withheld from its monthly fuel tax allotments. The face of this agreement establishes the months in which the withholding shall take place and the exact amount to be withheld each month. The extent of withholding will be confirmed by letter from the State at the time of contract award. Upon receipt of progress billings from the contractor, the State will submit such billings to the Federal Government for payment of its participating portion of such billings.

Method C – The Agency may submit vouchers to the State in the format prescribed by the State, in duplicate, not more than once per month for those costs eligible for Federal participation to the extent that such costs are directly attributable and properly allocable to this project. Expenditures by the Local Agency for maintenance, general administration, supervision, and other overhead shall not be eligible for Federal participation unless claimed under a previously approved indirect cost plan.

The State shall reimburse the Agency for the Federal share of eligible project costs up to the amount shown on the face of this agreement. At the time of audit, the Agency will provide documentation of all costs incurred on the project. The State shall bill the Agency for all costs incurred by the State relative to the project. The State shall also bill the Agency for the federal funds paid by the State to the Agency for project costs which are subsequently determined to be ineligible for federal participation (see Section IX).

VII. Audit of Federal Consultant Contracts

The Agency, if services of a consultant are required, shall be responsible for audit of the consultant's records to determine eligible federal aid costs on the project. The report of said audit shall be in the Agency's files and made available to the State and the Federal Government.

An audit shall be conducted by the WSDOT Internal Audit Office in accordance with generally accepted governmental auditing standards as issued by the United States General Accounting Office by the Comptroller General of the United States; WSDOT Manual M 27-50, Consultant Authorization, Selection, and Agreement Administration; memoranda of understanding between WSDOT and FHWA; and 2 CFR Part 200.501 - Audit Requirements.

If upon audit it is found that overpayment or participation of federal money in ineligible items of cost has occurred, the Agency shall reimburse the State for the amount of such overpayment or excess participation (see Section IX).

VIII. Single Audit Act

The Agency, as a subrecipient of federal funds, shall adhere to the federal regulations outlined in 2 CFR Part 200.501 as well as all applicable federal and state statutes and regulations. A subrecipient who expends \$750,000 or more in federal awards from all sources during a given fiscal year shall have a single or program-specific audit performed for that year in accordance with the provisions of 2 CFR Part 200.501. Upon conclusion of the audit, the Agency shall be responsible for ensuring that a copy of the report is transmitted

promptly to the State.

IX. Payment of Billing

The Agency agrees that if payment or arrangement for payment of any of the State's billing relative to the project (e.g., State force work, project cancellation, overpayment, cost ineligible for federal participation, etc.) is not made to the State within 45 days after the Agency has been billed, the State shall effect reimbursement of the total sum due from the regular monthly fuel tax allotments to the Agency from the Motor Vehicle Fund. No additional Federal project funding will be approved until full payment is received unless otherwise directed by the Director, Local Programs.

Project Agreement End Date - This date is based on your projects Period of Performance (2 CFR Part 200.309).

Any costs incurred after the Project Agreement End Date are NOT eligible for federal reimbursement. All eligible costs incurred prior to the Project Agreement End Date must be submitted for reimbursement within 60 days after the Project Agreement End Date or they become ineligible for federal reimbursement.

X. Traffic Control, Signing, Marking, and Roadway Maintenance

The Agency will not permit any changes to be made in the provisions for parking regulations and traffic control on this project without prior approval of the State and Federal Highway Administration. The Agency will not install or permit to be installed any signs, signals, or markings not in conformance with the standards approved by the Federal Highway Administration and MUTCD. The Agency will, at its own expense, maintain the improvement covered by this agreement.

XI. Indemnity

The Agency shall hold the Federal Government and the State harmless from and shall process and defend at its own expense all claims, demands, or suits, whether at law or equity brought against the Agency, State, or Federal Government, arising from the Agency's execution, performance, or failure to perform any of the provisions of this agreement, or of any other agreement or contract connected with this agreement, or arising by reason of the participation of the State or Federal Government in the project, PROVIDED, nothing herein shall require the Agency to reimburse the State or the Federal Government for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Federal Government or the State.

XII. Nondiscrimination Provision

No liability shall attach to the State or Federal Government except as expressly provided herein.

The Agency shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract and/or agreement or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts and agreements. The WSDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Agency of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The Agency hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the rules and regulations of the Secretary of Labor in 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee or understanding pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, the required contract provisions for Federal-Aid Contracts (FHWA 1273), located in Chapter 44 of the Local Agency Guidelines.

The Agency further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or Local Government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

The Agency also agrees:

- (1) To assist and cooperate actively with the State in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and rules, regulations, and relevant orders of the Secretary of Labor.
- (2) To furnish the State such information as it may require for the supervision of such compliance and that it will otherwise assist the State in the discharge of its primary responsibility for securing compliance.
- (3) To refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order.
- (4) To carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the State, Federal Highway Administration, or the Secretary of Labor pursuant to Part II, subpart D of the Executive Order.

In addition, the Agency agrees that if it fails or refuses to comply with these undertakings, the State may take any or all of the following actions:

- (a) Cancel, terminate, or suspend this agreement in whole or in part;
- (b) Refrain from extending any further assistance to the Agency under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Agency; and

(c) Refer the case to the Department of Justice for appropriate legal proceedings.

XIII. Liquidated Damages

The Agency hereby agrees that the liquidated damages provisions of 23 CFR Part 635, Subpart 127, as supplemented, relative to the amount of Federal participation in the project cost, shall be applicable in the event the contractor fails to complete the contract within the contract time. Failure to include liquidated damages provision will not relieve the Agency from reduction of federal participation in accordance with this paragraph.

XIV. Termination for Public Convenience

The Secretary of the Washington State Department of Transportation may terminate the contract in whole, or from time to time in part, whenever:

- (1) The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
- (2) The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense, or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
- (3) The contractor is prevented from proceeding with the work by reason of a preliminary, special, or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
- (4) The Secretary is notified by the Federal Highway Administration that the project is inactive.
- (5) The Secretary determines that such termination is in the best interests of the State.

XV. Venue for Claims and/or Causes of Action

For the convenience of the parties to this contract, it is agreed that any claims and/or causes of action which the Local Agency has against the State of Washington, growing out of this contract or the project with which it is concerned, shall be brought only in the Superior Court for Thurston County.

XVI. Certification Regarding the Restrictions of the Use of Federal Funds for Lobbying

The approving authority certifies, 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 an 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 any 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 the Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, and contracts and subcontracts under grants, subgrants, loans, and cooperative agreements) which exceed \$100,000, and that all such subrecipients shall certify and disclose accordingly.

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 as 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 required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

XVII. Assurances

Local agencies receiving Federal funding from the USDOT or its operating administrations (i.e., Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration) are required to submit a written policy statement, signed by the Agency Executive and addressed to the State, documenting that all programs, activities, and services will be conducted in compliance with Section 504 and the Americans with Disabilities Act (ADA).

Additional Provisions


**Washington State
Department of Transportation**
**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	4/25/25
Federal Aid Project Number	PROTECT	5210	003	DUNS Number	03-851-7355
Local Agency Project Number	2020033	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001520

Agency City of Tumwater		CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other		
Project Title Percival Creek Fish Passage Barrier Removal		Start Latitude N 47.010833 End Latitude N 47.010851		Start Longitude W -122.932368 End Longitude W -122.931578	
Project Termini From-To 75' e/o Klahowya Lane 400' w/o Antsen Street		Nearest City Name Tumwater			Project Zip Code (+4) 98501-6279
Begin Mile Post	End Mile Post	Length of Project 0.04		Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad	
Route ID	Begin Mile Point	End Mile Point	City Number 1325	County Number 34	County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22		Congressional District(s) 10		Urban Area Number 3

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
				Month	Year
P.E.	\$0	\$0	\$0	November	2021
R/W	\$150,000	\$50,000	\$100,000	January	2023
Const.	\$2,421,600	\$421,600	\$2,000,000	June	2025
Total	\$2,571,600	\$471,600	\$2,100,000		

Description of Existing Facility (Existing Design and Present Condition)

Roadway Width 20 feet	Number of Lanes 2
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Major collector; two approximately 10 foot travel lanes; flat and straight; lack of bike lanes and ADA and multi-modal facilities.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Replacement of a full barrier culvert with a four-sided culvert. Additionally, will include placement of large woody material structures and regrading of the stream. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.

Local Agency Contact Person Brandon Hicks		Title Director		Phone 360-754-4140	
Mailing Address 555 Israel Rd SW		City Tumwater		State WA	Zip Code 98501
Project Prospectus	By _____ Approving Authority				
	Title				Date

Agency City of Tumwater	Project Title Percival Creek Fish Passage Barrier Removal	Date 4/25/25
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Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction ☐ Path / Trail ☐ 3-R
☒ Reconstruction ☐ Pedestrian / Facilities ☐ 2-R
☐ Railroad ☐ Parking ☐ Other
☐ Bridge

Roadway Width

20 feet

Number of Lanes

2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35 mph	
Design Speed	35 mph	
Existing ADT	N/A	
Design Year ADT	N/A	
Design Year	N/A	
Design Hourly Volume (DHV)	N/A	

Performance of Work

Preliminary Engineering Will Be Performed By Consultant (non-federally funded)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
- ☒ Class II - Categorically Excluded (CE)
☒ Projects Requiring Documentation (Documented CE)
- ☐ Class III - Environmental Assessment (EA)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements

Environmental Considerations

Agency City of Tumwater	Project Title Percival Creek Fish Passage Barrier Removal	Date 4/25/25
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Right of Way
☐ No Right of Way Needed

* All construction required by the contract can be accomplished within the existing right of way.

☒ Right of Way Needed

☒ No Relocation

☐ Relocation Required
Utilities
☐ No utility work required

☐ All utility work will be completed prior to the start of the construction contract

☒ All utility work will be completed in coordination with the construction contract
Railroad
☒ No railroad work required

☐ All railroad work will be completed prior to the start of the construction contract

☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will include the temporary relocation and replacement of all water, sewer, gas, telecom, and electric utility infrastructure within the project limits.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency

Date

By

Mayor/Chairperson


**Washington State
Department of Transportation**
**Local Agency Federal Aid
Project Prospectus**

	Prefix	Route	()	Date	05/08/2023
Federal Aid Project Number				DUNS Number	03-851-7355
Local Agency Project Number	2020033	(WSDOT Use Only)		Federal Employer Tax ID Number	91-6001520
Agency City of Tumwater	CA Agency <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Federal Program Title <input checked="" type="checkbox"/> 20.205 <input type="checkbox"/> Other			
Project Title Percival Creek Fish Passage Barrier Removal		Start Latitude N 47.010833 End Latitude N 47.010851		Start Longitude W -122.932368 End Longitude W -122.931578	
Project Termini From-To 75' e/o Klahowya Lane 400' w/o Antsen Street		Nearest City Name Tumwater			Project Zip Code (+4)
Begin Mile Post	End Mile Post	Length of Project 0.04	Award Type <input checked="" type="checkbox"/> Local <input type="checkbox"/> Local Forces <input type="checkbox"/> State <input type="checkbox"/> Railroad		
Route ID	Begin Mile Point	End Mile Point	City Number 1325	County Number 34	County Name Thurston
WSDOT Region Olympic Region	Legislative District(s) 22		Congressional District(s) 10		Urban Area Number 6

Phase	Total Estimated Cost (Nearest Hundred Dollar)	Local Agency Funding (Nearest Hundred Dollar)	Federal Funds (Nearest Hundred Dollar)	Phase Start Date	
P.E.				Month	Year
R/W	\$150,000	\$50,000	\$100,000	November	2021
Const.	\$2,000,000		\$2,000,000	January	2023
				May	2024
Total	\$2,420,000	\$320,000	\$2,100,000		

Description of Existing Facility (Existing Design and Present Condition)


Roadway Width 20 feet	Number of Lanes 2
--------------------------	----------------------

Major collector; two approximately 10 foot travel lanes; flat and straight; lack of bike lanes and ADA and multi-modal facilities.

Description of Proposed Work

Description of Proposed Work (Attach additional sheet(s) if necessary)

Replacement of a full barrier culvert with a four-sided culvert. Additionally, will include placement of large woody material structures and regrading of the stream. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.

Local Agency Contact Person Brandon Hicks		Title Director		Phone 360-754-4140	
Mailing Address 555 Israel Rd SW			City Tumwater		State WA
			Zip Code 98501		
Project Prospectus	By  Approving Authority				
	Title Transportation and Engineering Director				Date 7/27/2023

Agency City of Tumwater	Project Title Percival Creek Fish Passage Barrier Remova	Date 05/08/2023
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Type of Proposed Work

Project Type (Check all that Apply)

- ☐ New Construction ☐ Path / Trail ☐ 3-R
☒ Reconstruction ☐ Pedestrian / Facilities ☐ 2-R
☐ Railroad ☐ Parking ☐ Other
☐ Bridge

Roadway Width

20 feet

Number of Lanes

2

Geometric Design Data

Description	Through Route	Crossroad
Federal Functional Classification	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input checked="" type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS	<input type="checkbox"/> Principal Arterial <input type="checkbox"/> Minor Arterial <input type="checkbox"/> Collector <input type="checkbox"/> Major Collector <input type="checkbox"/> Minor Collector <input type="checkbox"/> Local Access <input type="checkbox"/> Urban <input type="checkbox"/> Rural <input type="checkbox"/> NHS
Terrain	<input checked="" type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain	<input type="checkbox"/> Flat <input type="checkbox"/> Roll <input type="checkbox"/> Mountain
Posted Speed	35	
Design Speed	35	
Existing ADT		
Design Year ADT		
Design Year		
Design Hourly Volume (DHV)		

Performance of Work

Preliminary Engineering Will Be Performed By Consultant (non-federally funded)	Others 100 %	Agency %
Construction Will Be Performed By Contractor	Contract 100 %	Agency %

Environmental Classification

- ☐ Class I - Environmental Impact Statement (EIS)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreement
☐ Class III - Environmental Assessment (EA)
☐ Project Involves NEPA/SEPA Section 404 Interagency Agreements
- ☒ Class II - Categorically Excluded (CE)
☒ Projects Requiring Documentation (Documented CE)

Environmental Considerations

Agency City of Tumwater	Project Title Percival Creek Fish Passage Barrier Remova	Date 05/08/2023
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Right of Way

- | | | |
|--|--|--|
| <input type="checkbox"/> No Right of Way Needed
* All construction required by the contract can be accomplished within the existing right of way. | <input checked="" type="checkbox"/> Right of Way Needed
<input checked="" type="checkbox"/> No Relocation | <input type="checkbox"/> Relocation Required |
|--|--|--|

Utilities

- ☐ No utility work required
☐ All utility work will be completed prior to the start of the construction contract
☒ All utility work will be completed in coordination with the construction contract

Railroad

- ☒ No railroad work required
☐ All railroad work will be completed prior to the start of the construction contract
☐ All the railroad work will be completed in coordination with the construction contract

Description of Utility Relocation or Adjustments and Existing Major Structures Involved in the Project

The project will include the temporary relocation and replacement of all water, sewer, gas, telecom, and electric utility infrastructure within the project limits.

FAA Involvement

Is any airport located within 3.2 kilometers (2 miles) of the proposed project? ☐ Yes ☒ No

Remarks

This project has been reviewed by the legislative body of the administration agency or agencies, or it's designee, and is not inconsistent with the agency's comprehensive plan for community development.

Agency City of Tumwater

Date 7/28/2023

By  945DD615DF7D4C0...

Mayor/Chairperson

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: June 3, 2025
SUBJECT: Bond Underwriter Engagement Letter with D.A. Davison

1) Recommended Action:

Authorize the Mayor to sign the engagement letter with D.A. Davidson for bond underwriting services.

The bond underwriter engagement letter was recommended for approval on the consent calendar at the May 23, 2025 Budget and Finance Committee meeting.

2) Background:

In August 2024 the Budget & Finance Committee heard two presentations from qualified bond underwriting firms. The Finance Director is making a recommendation to select one of those firms and enter into an agreement to provide bond underwriting services in preparation for the issuance of bonds to finance the Operations & Maintenance Facility. There will be several more touch-points and votes by the full Council before bonds are issued.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

☐ Instruct staff to bring in additional firms to interview.

5) Fiscal Notes:

There is no immediate cost for this agreement. Bond underwriters get paid when the bond sale closes, and the proceeds from the bond sale are used to pay the fees. The fees depend on market conditions, the structure of the bonds, and on decisions the City has not made yet.

6) Attachments:

A. Bond Underwriter Engagement Letter



D | A | DAVIDSON
FIXED INCOME CAPITAL MARKETS

701 5th Ave
Seattle, WA 98104
(206) 903-8699

www.dadavidson.com/ficm
D.A. Davidson & Co. member SIPC

April 23, 2025

City of Tumwater
Attn: Troy Niemeyer, Finance Director
555 Israel Rd S.W.
Tumwater, WA 98501

Re: Underwriter Engagement/Disclosure Letter

Dear Troy:

On behalf of D.A. Davidson & Co. (“us” or “Davidson” or “we”), we are writing concerning the potential issuance of the Limited Tax General Obligation Bonds, 2026 (the “Bonds”). This letter confirms that the City of Tumwater (“Issuer” or “you”) engages us as Underwriter for the proposed offering and issuance of the Bonds, subject to the conditions and limitations described below.

1. Services to be provided by Davidson. The Issuer hereby engages Davidson to serve as Underwriter of the proposed offering and issuance of the Bonds, and in such capacity, Davidson agrees to provide the following services:
 - As part of our underwriting services, review and provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds
 - Develop a marketing plan for the offering, including identification of potential investors
 - Review the official statement and other offering documents
 - Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
 - If the Bonds are to be rated, assist in preparing materials to be provided to Bonds ratings agencies and in developing strategies for meetings with the ratings agencies
 - Consult with Bond/Disclosure Counsel and other service providers with respect to the offering and the terms of the Bonds
 - Inform the Issuer of the marketing and offering process
 - Negotiate the pricing, including the interest rate, and other terms of the Bonds
 - Obtain CUSIP number(s) for the Bonds and arrange for their DTC book-entry eligibility
 - Plan and arrange for the closing and settlement of the issuance and the delivery of the Bonds

- Perform such other usual and customary underwriting services as may be requested by the Issuer

As Underwriter, Davidson will not be required to purchase the Bonds except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Bonds.

2. No Municipal Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an Underwriter, is to purchase Bonds, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

As part of our underwriting services, review and provide advice concerning the structure, timing, terms, and other similar matters concerning the Bonds

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Bonds Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriting fee/spread will be determined prior to pricing. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond/disclosure counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Bonds.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Bonds except as may be superseded pursuant to a Purchase Agreement. Notwithstanding the forgoing, either party may terminate Davidson's engagement at any time without liability of penalty upon at least 30 days' prior written notice to the other party. If Davidson's engagement is terminated by the Issuer, the Issuer agrees to compensate Davidson for the services provided and to reimburse Davidson for its out-of-pocket fees and expenses incurred to the date of termination.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

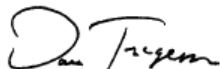
6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Washington. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A. DAVIDSON & CO.



By: _____

Title: David Trageser, Managing Director

Accepted this ____ day of _____, 2025

City of Tumwater

By: _____

Title: _____

EXHIBIT A

April 23, 2025

City of Tumwater
555 Israel Rd S.W.
Tumwater, WA 98501

Attn: Mr. Troy Niemeyer, Finance Director

Re: Disclosures by D.A. Davidson & Co. as Underwriter
Pursuant to MSRB Rule G-17 and G-23
Limited Tax General Obligation Bonds, 2026

Dear Troy:

We are writing to provide you, as Finance Director of the City of Tumwater (“Issuer”), with certain disclosures required by the Municipal Bonds Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of the Limited Tax General Obligation Bonds, 2026 (the “Bonds”), which will be used to fund tenant be used to fund a new Public Works Operations Facility, and pay costs of issuance.

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an Underwriter, and not as a financial or municipal advisor, in connection with the issuance of the Bonds. As part of our services as Underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. The specific terms of our engagement will be as set forth in a bond purchase agreement to be entered into by the parties if and when the Bonds are priced following successful completion of the offering process.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts¹ that require disclosure.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a “complex municipal Bonds financing” to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal Bonds financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

3. Standard Disclosures

A. Disclosures Concerning the Underwriters’ Role:

- (i) MSRB Rule G-17 requires an Underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An Underwriter’s primary role is to purchase the Bonds with a view to distribution in an arm’s-length commercial transaction with the Issuer. The Underwriter has financial and other interests that differ from those of the Issuer.

¹ Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17

- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal Bonds laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.
- (v) The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- (vi) The Underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal Bonds laws, as applied to the facts and circumstances of this transaction.²

B. Disclosures Concerning the Underwriters' Compensation:

- (i) The Underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal Bonds market, it presents a conflict of interest since the Underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Bonds and Exchange Commission ("SEC") and the MSRB and is subject to the regulations and rules on municipal Bonds activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal Bonds market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth

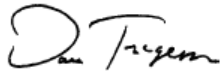
² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the Underwriter is solely for purposes of satisfying the Underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

below. Otherwise, an email read receipt from you or automatic response confirming that our email was opened by you will serve as an acknowledgement that you received these disclosures.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

D.A. DAVIDSON & CO.



By: _____

Title: David Trageser, Managing Director

Acknowledged this ____ day of _____, 2025

City of Tumwater

By: _____

Title: _____

TO: City Council
FROM: Brittaney McClanahan, Executive Assistant
DATE: June 3, 2025
SUBJECT: Reappointment of Erin Carrier, Joel Hecker, and Mike Culley to the Board of Parks and Recreation Commissioners

1) Recommended Action:

Approve Mayor Sullivan's reappointment of Erin Carrier, Joel Hecker, and Mike Culley to the Board of Parks and Recreation Commissioners.

2) Background:

Erin Carrier, Joel Hecker, and Mike Culley have contributed their time and expertise to the Board of Parks and Recreation Commissioners. Upon Council confirmation, the 3-year term for Erin Carrier, Joel Hecker, and Mike Culley on the Board of Parks and Recreation Commissioners will expire June 2, 2028.

3) Policy Support:

Vision | Mission | Beliefs - Our Vision:

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

We Believe in PEOPLE:

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

4) Alternatives:

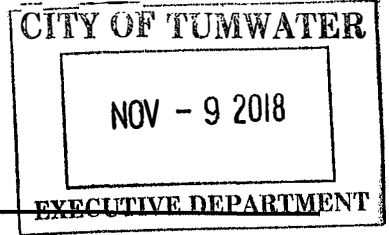
- ☐ Confirm some of the reappointments
 - ☐ Do not confirm the reappointments
-

5) Fiscal Notes:

There is no fiscal impact associated with this report.

6) Attachments:

A. Applications and supplemental information.



APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests.

Name: Joel Hecker

Address: [REDACTED]
[REDACTED]

Telephone: [REDACTED] (Home) [REDACTED] (Cell)
[REDACTED] (Work)

Date: 11/6/18 Email: [REDACTED]

BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

Barnes Lake Management District Steering Committee
 Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:
 Seven members; Mayoral appointment with Council
 confirmation; three-year terms; active

2

Civil Service Commission:
 Three members; Mayoral appointment; six-year terms; active

Crime Stoppers:

One citizen representative; Mayoral appointment with Council confirmation; three-year terms; active

Historic Preservation Commission:

Seven members; Mayoral appointment with Council confirmation; three-year terms; active

4

Planning Commission:

Nine members; Mayoral appointment with Council confirmation; four-year terms; active

1

Thurston Community Television:

One citizen representative; Mayoral appointment; three-year terms; active

Tree Board:

Five to seven members; Mayoral appointment with Council confirmation; three-year terms; active

3

To whom it may concern:

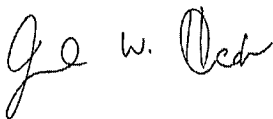
As a recent transplant from the Midwest and a new citizen of Tumwater, I want to invest my time improving and serving my local community. Specifically, I am interesting in serving on, and think I would be a great fit for, the Planning Commission, Parks Commission, Tree Board, and/or Historic Preservation Commission. As a younger person (low 30s) who is new to the region, I think I would bring a different perspective and provide a voice for my generation in shaping the future of our neighborhoods.

I currently work as a geologist for a local environmental consulting and risk assessment software development firm (Pioneer Technologies Corporation); my wife is a school psychologist for North Thurston schools. As we plan for the future and get settled in, we would love to be able to have a positive impact on our community.

As part of my job, I constantly work hand in hand with local communities of varying size and have written and won over \$3 million in environmental grants on their behalf in the past 5 years. During development of the grant applications and once the communities are awarded the funds, I help them to determine the most appropriate ways to spend the funds and to get the most out of every dollar. As a result, I have worked with a variety of community stakeholders (i.e. realtors, business owners, concerned citizens, developers, churches, civic groups) to successfully implement environmental planning and cleanup projects. I've led many meetings/brainstorming/visioning sessions with mayors, city managers, county commissioners, port authorities, community development directors, redevelopment authorities, and city councils. I have experience with community visioning and planning, the development and cleanup of vacant and under-utilized sites, and the revamping of comprehensive plans.

I would love to be involved in any capacity that may arise. Feel free to contact me with questions!

Thanks,



Joel Hecker

Enclosures:

Application
Resume

Joel Hecker, PG

Geologist/Hydrogeologist

Experience

I am a licensed Professional Geologist with project experience varying from environmental assessments, groundwater models, and plume delineations to corner gas station cleanups and 85-acre former automotive plant redevelopments. I possess strong analytical, project management, and problem solving skills, and have the ability to make well thought out decisions. I'm resourceful in obtaining funding for projects, effective at multi-tasking, and can make go-no go decisions. I have a wide variety of experience in publically, privately, and P3 funded projects, often working hand in hand with local communities.

Work History

Pioneer Technologies Corporation, Olympia, WA 2018- **Project/Senior Geologist**

- Prepares a variety of technical risk assessment and environmental reports including Human Health Risk Assessments, RCRA Facility Investigations
- Currently writing \$900,000 in U.S. EPA Brownfield ARC grants for local communities and coalitions

SME, Plymouth, MI and Cincinnati, OH 2012 - 2018 **Project Geologist**

- Prepares a variety of technical reports including Phase I and Phase II ESAs, Sampling and Analysis Plans, Risk Mitigation Plans, Assessments of Brownfield Cleanup Alternatives, Remedial Action Plans, Response Activity Plans, Tier I and Tier II Investigations, Baseline Environmental Assessments, Health and Safety Plans, and Due Care Compliance Reports
- Constructs Conceptual Site Models to illustrate the sources, releases, and transport mechanisms at various impacted sites
- Conducts soil, sediment, surface water, groundwater, indoor air, and soil gas assessments and evaluates analytical data
- Oversees UST removals, Permeable Reactive Barrier and Soil Vapor Extraction, and Vapor Mitigation system installations, and large scale excavations of impacted soil
- Written and managed \$3 million in successful U.S. EPA Brownfield ARC grants for communities, coalitions, and counties since 2013
- Member of corporate teams addressing employee engagement, organizational culture, and talent retention

United States Geological Survey, Henderson, NV 2011 - 2012 **Physical Science Technician**

- Applied USA's most complex groundwater model to simulate glacial conditions in the Death Valley Regional Flow System
- Analyzed the effect of climate change on water levels

Education

B.S., Geology, 2010
University of Cincinnati

M.S., Hydrogeology, 2012
Miami University

Certifications

- Professional Geologist in IN (LPG), KY (PG) OR (RG), SC (RPG), and WA (LG)
- OSHA 40-Hour HAZWOPER
- OSHA 10-Hour Construction Manager Safety
- American Red Cross First Aid/CPR/AED

Skills & Strengths

- Proficient in MS Office, Deltek, Newforma
- Skilled in ArcGIS, MODFLOW, WINFLOW, AQTESOLV, SURFER, Hydrogeo Analyst, Adobe Pro, RBCA Toolkit, Corel Draw
- Proficient in Spanish, Elementary Arabic
- Wise Decision Making
- Strong Knowledge of Geologic Principles
- Diverse Range of Regulatory Knowledge

Accomplishments

- **NASA Internship in Houston, TX (2010)**
- Co-owned small business in college
- Volunteer work in Haiti, El Salvador, USA
- Member of Urban Land Institute, Society for Marketing Professional Services

References Available Upon Request

APPLICATION

The City of Tumwater's advisory boards, commissions and committees are listed below with a short paragraph describing the make-up of the group. Please complete the application below and show your group preference, listing your first choice as #1, second choice as #2, etc. Please attach a letter of interest and a resume with this application showing your current qualifications and interests. Thank you!

Name:

Mike Culley

Address:

Telephone:

(Cell)

Date:

9-25-14

Email:

BOARD, COMMITTEE OR COMMISSION

PREFERENCE NUMBER:

Barnes Lake Management District Steering Committee
Eleven members; Mayoral appointment; two-year terms; active

Board of Parks and Recreation Commissioners:
Seven members; Mayoral appointment with Council
confirmation; three-year terms; active

Civil Service Commission:
Three members; Mayoral appointment; six-year terms; active

TO: City Council
FROM: Brian Hurley, Fire Chief
DATE: June 3, 2025
SUBJECT: Thunder in the Valley 4th of July Fireworks Display Permit

1) Recommended Action:

Approve the permit application by Alpha Pyrotechnics, sponsored by Tumwater Downtown Association, for the Fourth of July Fireworks public display at the Tumwater Valley Golf Course

2) Background:

RCW 77.07 and TMC 8.30 require the Fire Chief to investigate the character and location of the potential display for hazards to persons or property. Based on the investigation, the applicant meets the requirements of TMC 8.30 Display Fireworks Requirements for operator license, insurance, and site safety plan. Based upon the vendor's history of safe operation, the Fire Chief recommends approval of the application.

3) Policy Support:

2025-2026 Strategic Priority: Provide and Sustain Quality Public Safety Services

4) Alternatives:

☐ Not to approve the permit

5) Fiscal Notes:

There are no fiscal notes.

6) Attachments:

- A. Public Fireworks Display Permit
- B. Site Plan
- C. Pyrotechnic Operator License
- D. General Fireworks Display License
- E. Certification of Insurance

THIS FORM IS INTENDED TO BE USED AS A GENERIC PUBLIC DISPLAY PERMIT FOR THE AUTHORITY HAVING JURISDICTION AND PYROTECHNIC OPERATORS WITHIN THE STATE OF WASHINGTON

WASHINGTON STATE PUBLIC FIREWORKS DISPLAY PERMIT

Applicant <u>Alpha Pyrotechnics</u>	
Name of Event	<u>Timnwater 4th of July Thunder Valley Fireworks</u>
Street Address	<u>4611 Timnwater Valley Dr. Golf Course</u>
City	<u>Timnwater</u> County <u>Thurston</u>
Event Date	<u>7/4/25</u> Event Time <u>10:15</u> <input type="checkbox"/> AM <input checked="" type="checkbox"/> PM
Applicant's/Sponsor's Name	<u>Timnwater Downtown Assoc.</u> Phone No. _____
Pyrotechnic Operator	<u>Andy Mihalyi</u> License No. <u>P-4256</u>
Experienced Assistant's Name	<u>Aaron Mihalyi</u>
General Display Company Name	<u>Alpha Pyrotechnics</u> Phone No. <u>360-870-4802</u>

Attach a separate piece of paper and/or copies of the following documents:

- The number of set pieces, shells (specify single or multiple break), and other items.
- The manner and place of storage of such fireworks prior to the display.
- A diagram of the grounds on which the display is to be held showing the point at which the fireworks are to be discharged; the location of all buildings, highways, and other lines of communication; the lines behind which the audience will be restrained; and the location of all nearby trees, telegraph or telephone lines, or other overhead obstruction.
- Documentary proof of procurement of Surety bond or public liability insurance.

Local Fire Code Authority

Authority Having Jurisdiction	_____
Name of Permitting Official	_____
Title	_____ Phone No. _____
Permit Granted:	<input type="checkbox"/> Yes <input type="checkbox"/> Yes, with Restrictions (see "Notations" below) <input type="checkbox"/> No
Restrictions/Notations	_____

Signature of Permitting Official

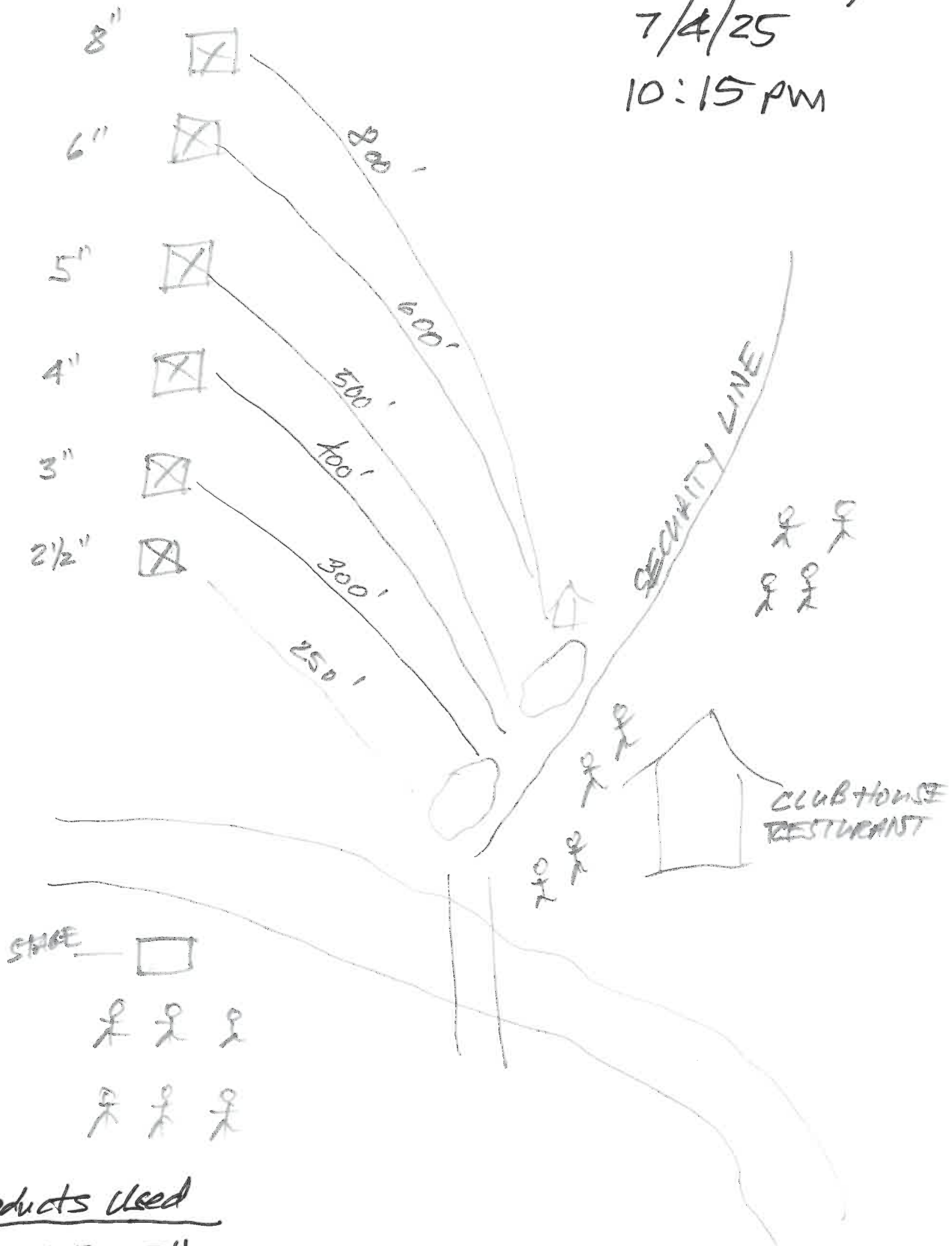
Date of Approval

Permit Number

If approved, this permit is granted for the date and time noted herein under the authority of the International Fire Code in accordance with Revised Code of Washington 70.77 and all applicable rules and ordinances pertaining to fireworks in this jurisdiction. This permit is INVALID unless in the possession of a properly licensed Pyrotechnic Operator, who is responsible for any and all activities associated with the firing of this show.

MUST BE APPROVED BY THE AUTHORITY HAVING JURISDICTION

Tumwater 4th of July
 Thunder Valley Fireworks
 7/4/25
 10:15 PM



Products Used

15ea	-	1.36	8"
80ea	-	1.36	6"
110ea	-	1.3	5"
175ea	-	1.3	4"
ea	-	1.3	3"
ea	-	1.3	2 1/2"

* To be delivered 7/4/25

Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

11452P

Pyrotechnic Operator License

Licensee Data

Andy Mihalyi

11525 Littlerock Road Southwest

Olympia, WA 98512

License Number: P-04256

Phone Number: (360) 870-4802

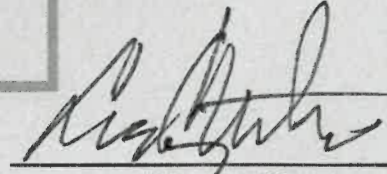
Email Address: andymihalyi@hotmail.com

Date of Issue: February 21, 2025

Date of Expiration: January 31, 2026



State Fire Marshal



Licensee Signature

3000-420-043 (10/18)

Licensee Wall Mount Card



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal

11452P

Pyrotechnic Operator License

Licensee Data

Andy Mihalyi

11525 Littlerock Road Southwest

Olympia, WA 98512

License Number: P-04256

Phone Number: (360) 870-4802

Email Address: andymihalyi@hotmail.com

Date of Issue: February 21, 2025

Date of Expiration: January 31, 2026



State Fire Marshal

3000-420-043 (10/18)

General Display Employer Portion

- 1) Cut along dotted lines to release the four license cards.
- 2) All four license cards are individually legal and valid evidence of licensing.
- 3) All four cards constitute an entire license for a single operator.
- 4) The Licensee must sign all four portions of the license.
- 5) ALL four license cards are legal and valid evidence of licensing.
- 6) The Licensee must carry either the wallet (landscape) or the lanyard card (portrait).

License Number: P-04256

Pyrotechnic Operator License



**Washington State Patrol
Fire Protection Bureau**

11452P

January 31, 2026

Andy Mihalyi

Current/Valid Until

Pyrotechnic Operator



11452P

License Number: P-04256

**Washington State Patrol
Fire Protection Bureau**

Pyrotechnic Operator

Licensing Type

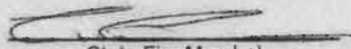
January 31, 2026

Current and Valid Until

Andy Mihalyi

Pyrotechnic Operator

Licensee Signature



Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

G24393

Licensee Data


Alpha Pyrotechnics
1109 Anderson Road
Ellensburg, WA 98926
License Number: C-04273

Operational Data


In State Agent: Jerel Brown
Phone Number: (855) 955-7976
Email Address: alphapyrotechnics@gmail.com

Date of Issue: February 18, 2025

Date of Expiration: January 31, 2026


State Fire Marshal

3000-420-041 (10/18)


Licensee Signature

Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

G24393

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Alpha Pyrotechnics
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State Fire Marshal

3000-420-041 (10/18)


Licensee Signature

Washington State Patrol Fire Protection Bureau
Office of the State Fire Marshal
General Display Fireworks License

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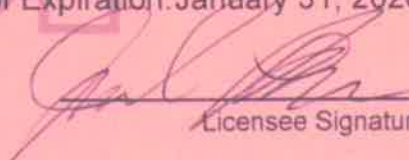
In State Agent: Jerel Brown
Phone Number: (855) 955-7976
Email Address: alphapyrotechnics@gmail.com

Date of Issue: February 18, 2025

Date of Expiration: January 31, 2026


State Fire Marshal

3000-420-041 (10/18)


Licensee Signature



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/14/2025

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

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

PRODUCER Ryder Rosacker McCue & Huston (MGD by Hull & Company) 509 W Koenig St Grand Island NE 68801	CONTACT NAME: Kristy Wolfe PHONE (A/C, No, Ext): 308-382-2330 E-MAIL ADDRESS: kwolfe@ryderinsurance.com FAX (A/C, No): 308-382-7109	
	INSURER(S) AFFORDING COVERAGE INSURER A: SCOTTSDALE INS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED Alpha Pyrotechnics Inc dba Alpha Pyro, Alpha Fireworks 1109 Anderson Road Ellensburg WA 98926	NAIC # 41297	

COVERAGES

CERTIFICATE NUMBER: 1107024197

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			CPS8170348	3/13/2025	3/13/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Regarding the General Liability coverage, Waiver of Subrogation applies to the entities listed below per attached form CG 24 53 when required by written agreement.
 Regarding the General Liability coverage, Primary and Non-Contributory coverage applies to the entities listed below per attached form CG 20 01 when required by written agreement.
 Regarding the General Liability coverage, Blanket Additional Insured applies to the entities listed below per attached form GLS-150s when required by written agreement.
 Additional Insured: Tumwater Downtown Association; Tumwater Valley Municipal Golf Course; City of Tumwater & Employees ATIMA
 Date of Display: 7/4/25
 Location: 4611 Tumwater Valley Drive SE., Olympia, WA

CERTIFICATE HOLDER

CANCELLATION

Tumwater Downtown Association
 PO Box 15033
 Tumwater WA 98511

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

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION) –
AUTOMATIC**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.



SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT
NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

- a. Currently in effect or becoming effective during the term of the policy; and
- b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions; or
 - b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item 2. **Exclusions of SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.
 4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.
 5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - b. Supervisory, inspection, architectural or engineering activities.
6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a

written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE

DATE

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TO: City Council
FROM: Brandon Hicks, Director of Transportation & Engineering Department
DATE: June 3, 2025
SUBJECT: R2025-010 Six Year Transportation Improvement Program

1) Recommended Action:

Adopt Resolution R2025-010 Six Year Transportation Improvement Program (TIP) update for 2026-2031.

The Resolution was recommended for consideration at a public hearing and approval at the June 3, 2025 City Council meeting by the Public Works Committee at their May 22, 2025 meeting.

2) Background:

RCW 35.77.010 requires that each city and town annually adopt, following a public hearing, a Six-Year TIP detailing projected needs for city transportation improvements. Any project proposed for federal or state funding must be included in this program.

The proposed 2026-2031 TIP includes transportation projects included in the City's Comprehensive Plans, including the Capital Facilities Plan, Transportation Plan, and Recreation and Open Space Plan. It also includes projects that have been identified since these plans were adopted. Projects are based on projected growth and available or projected funding. The timelines identified may change depending on growth and the availability of funding.

3) Policy Support:

Strategic Goal C:

- Create and Maintain a Transportation System Safe for all Modes of Travel
 - Ensure sustainable funding to maintain and improve streets and sidewalks
-

4) Alternatives:

- ☐ Approve the project list as presented
 - ☐ Recommend revisions to the project list.
-

5) Fiscal Notes:

Fiscal impacts of the Six-Year TIP will be identified through the on-going budget and Capital Facilities Plan processes. Current projected funding needs and sources are identified in the TIP.

6) Attachments:

- A. DRAFT Resolution No. R2025-010
- B. 2026-2031 TIP Project Map
- C. 2026-2031 TIP List

RESOLUTION NO. R2025-010
SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting a Six-Year Transportation Improvement Program for 2026-2031.

WHEREAS, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Tumwater City Council held a public hearing on June 3, 2025, to consider the 2026-2031 Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

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

Section 1. Adoption. The City of Tumwater's Six-Year Transportation Improvement Program for 2026-2031, attached hereto as Exhibit "A", is hereby adopted.

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

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

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

RESOLVED this ____ day of _____, 2025.

CITY OF TUMWATER

APPROVED AS TO FORM:

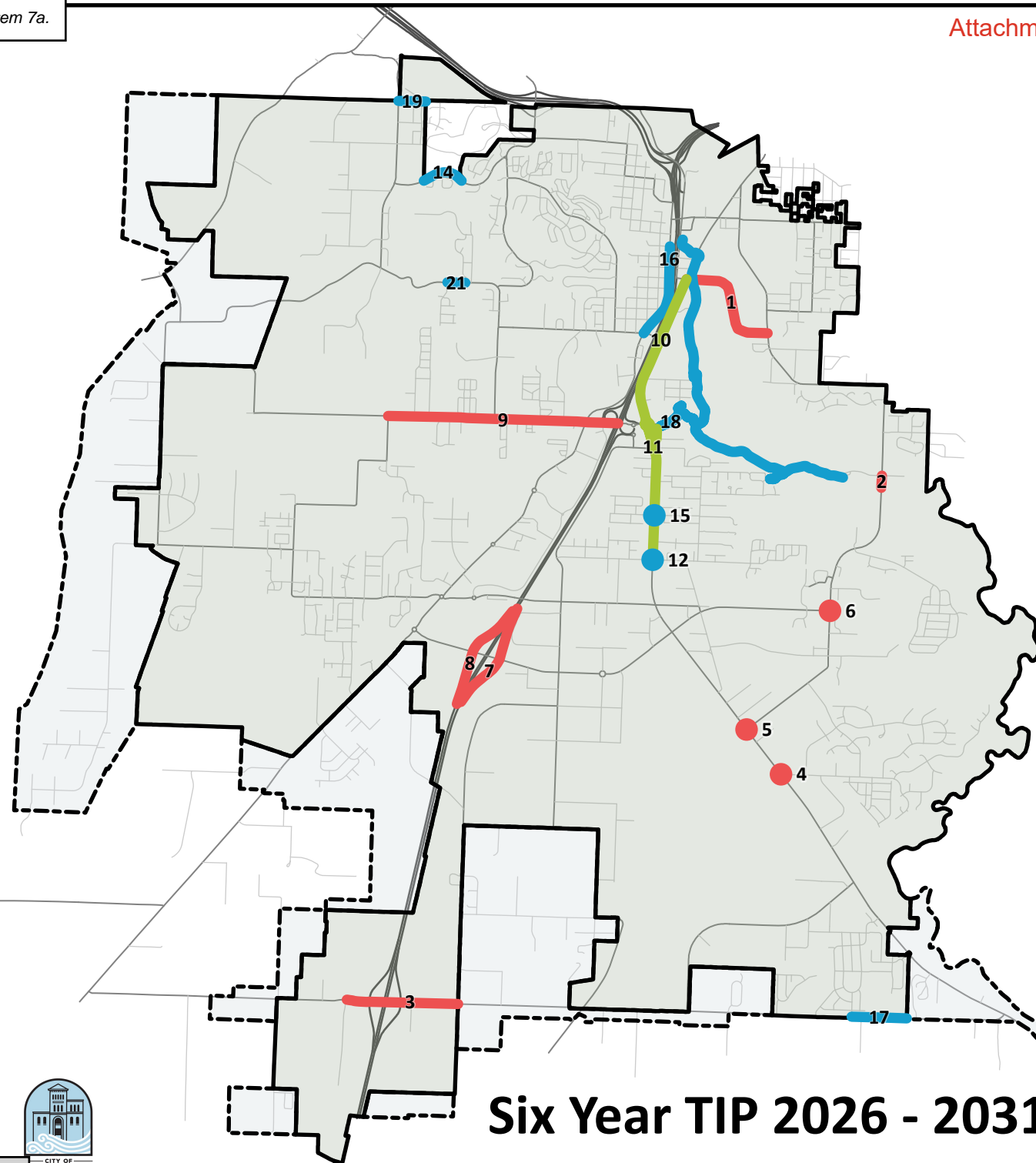
Debbie Sullivan, Mayor

Karen Kirkpatrick, City Attorney

ATTEST:

Melody Valiant, City Clerk

Attachment B



Six Year TIP 2026 - 2031

1. E St Connection
2. Henderson Boulevard - 58th Avenue to Bridge
3. I-5 & SR 121/93rd Avenue SE Interchange Study
4. Old Highway 99 & 79th Avenue Roundabout
5. Old Highway 99 & Henderson Boulevard Roundabout
6. Tumwater Boulevard and Henderson Boulevard Roundabout
7. Tumwater Boulevard Interchange Northbound On and Off-Ramps
8. Tumwater Boulevard Interchange Southbound On and Off-Ramps
9. Troser Road Study (Kirsop Road to I-5)
10. Capitol Boulevard Median Reconstruction
11. Capitol Boulevard Plan, Corridor Improvements
12. Dennis Street Roundabout
13. Pavement Maintenance Program (not shown on map)
14. Somerset Hill Culvert Replacement
15. X Street Roundabout
16. 2nd Avenue Pedestrian & Bicycle Improvements
17. 93rd Avenue, Tigerlilly Street to City Limits
18. Deschutes Valley Trail
19. Mottman Road Improvements
20. Multimodal Program Improvements (not shown on map)
21. Percival Creek Fish Passage Barrier Removal
22. Safe Routes to School Program (not shown on map)





Six Year Transportation Improvement Program Summary 2026 - 2031

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
CAPACITY										
1	E Street Connection		X	X		Design and right-of-way acquisition for E Street Connection. Construct new roadway and intersection improvements connecting Capitol Boulevard and Cleveland Avenue.	\$ 7,000,000	\$ -	\$ 7,000,000	No
2	Henderson Boulevard - 58th Avenue to Bridge	X	X	X		Design and right-of-way acquisition for a shared use path bridge or widening of existing bridge over the Deschutes River to add multimodal improvements in addition to a roundabout at 58th Avenue / Pioneer Park driveway for traffic calming and capacity.	\$ 680,000	\$ 120,000	\$ 800,000	No
3	I-5 & SR 121/93rd Avenue SE Interchange Study	X				Study to examine capacity, safety, and multimorbidity issues and conduct an Intersection Control Evaluation, if applicable.	\$ 173,000	\$ 27,000	\$ 200,000	Yes
4	Old Highway 99 and 79th Avenue Roundabout			X	X	Right-of-way acquisition and construction of a roundabout at the intersection of Old Highway 99 and 79th Avenue.	\$ -	\$ 4,500,000	\$ 4,500,000	Yes
5	Old Highway 99 and Henderson Boulevard Roundabout		X	X		Design and right-of-way acquisition for a roundabout at the intersection of Old Highway 99 and Henderson Boulevard.	\$ 1,600,000	\$ 400,000	\$ 2,000,000	No
6	Tumwater Boulevard and Henderson Boulevard Roundabout		X			Design for a roundabout at the intersection of Tumwater Boulevard and Henderson Boulevard.	\$ 320,000	\$ 80,000	\$ 400,000	No
7	Tumwater Boulevard Interchange Northbound On and Off-Ramps			X	X	Right-of-way acquisition and construction for a roundabout at the northbound on / off ramp. This is phase 1 of 3 for the Tumwater Boulevard Interchange project. Local funding shown is primarily mitigation fees.	\$ 2,250,000	\$ 4,050,000	\$ 6,300,000	Partial
8	Tumwater Boulevard Interchange Southbound On and Off-Ramps		X			Design for a roundabout at the southbound on / off ramp. This is phase 2 of 3 for the Tumwater Boulevard Interchange project. Local funding shown is primarily mitigation fees.	\$ -	\$ 800,000	\$ 800,000	Partial
9	Trosper Road Study (Kirsop Road to Interstate 5)	X				Planning and preliminary engineering for a future project to address capacity, safety, and multimodal improvements on Trosper Road. Anticipated improvements include adding bike and pedestrian improvements and roundabouts at intersections with Littlerock Road and Tyee Drive / Interstate 5 ramps.	\$ 240,000	\$ 60,000	\$ 300,000	No

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program Summary 2026 - 2031

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
PRESERVATION / ENHANCEMENT / MAINTENANCE										
10	Capitol Blvd Median Reconstruction		X		X	Reconstruction of a median on Capitol Boulevard from E Street to M Street to incorporate low water use/drought-tolerant landscaping and wider curbing for maintenance efficiency and safety.	\$ -	\$ 350,000	\$ 350,000	Yes
11	Capitol Boulevard Plan, Corridor Improvements		X	X	X	Right of way acquisition for properties in the alignment of a new street connecting Linda and Ruby Streets east of Capitol Boulevard in addition to design and construction of neighborhood traffic calming prescribed in the Capitol Boulevard Corridor Plan.	\$ -	\$ 600,000	\$ 600,000	No
12	Dennis Street Roundabout		X	X		Design and right-of-way acquisition for a roundabout at the intersection of Capitol Boulevard and Dennis Street. This project is focused on capacity and multimodal improvements.	\$ 865,000	\$ 135,000	\$ 1,000,000	No
13	Pavement Maintenance Program	X	X		X	Maintenance and preservation of existing streets, including Transportation Benefit District projects.	\$ -	\$13,500,000	\$13,500,000	Partial
14	Somerset Hill Culvert Replacement		X		X	Replace a current partial fish passage barrier with a bridge. Project to include multimodal improvements.	\$ 4,000,000	\$ -	\$ 4,000,000	Yes
15	X Street Roundabout			X	X	Right-of-way acquisition and construction of a roundabout at the intersection of Capitol Boulevard and X Street. This project is focused on capacity and multimodal improvements.	\$ 5,373,000	\$ 1,627,000	\$ 7,000,000	Yes

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program Summary 2026 - 2031

Map #	Project Name	Phase in TIP*				Description	Fund Source / Project Cost (2025 dollars)			Funds Secured
		PLN	PE	RW	CN		Grant	Local	Total	
MULTIMODAL										
16	2nd Avenue Pedestrian and Bicycle Improvements				X	Construction of a roundabout at the intersection of 2nd Avenue and Linwood Avenue and multimodal improvements on 2nd Avenue from B Street to Linwood Avenue.	\$ 2,115,000	\$ 1,685,000	\$ 3,800,000	Yes
17	93rd Ave, Tigerlilly Street to City Limits		X		X	Reconstruction of 93rd Avenue to accommodate bike lanes and sidewalk in addition to lowering the roadway at a large hill to improve site distance for safety. Funding assumes a development agreement with expected development on abutting properties.	\$ -	\$ 3,000,000	\$ 3,000,000	No
18	Deschutes Valley Trail		X	X	X	Construction of a paved walking/bicycling trail connection from Tumwater Historical Park to Pioneer Park. Project will be constructed in five separate phases; Segment A1 - Tumwater Historical Park to Brewery Park (complete), Segment A2 - Brewery Park to E Street, Segment B - E Street to Tumwater Valley Golf Course, Segment C - Tumwater Valley Golf Course to Deschutes Valley Park, Segment D - Deschutes Valley Park to Pioneer Park.	\$10,000,000	\$ 5,000,000	\$15,000,000	Partial
19	Mottman Road Improvements		X		X	Installation of sidewalk and street improvements on portions of Mottman Road. This is a joint project with the City of Olympia.	\$ 1,900,000	\$ -	\$ 1,900,000	Yes
20	Multimodal Improvements Program	X	X	X	X	Design and construction of multimodal improvements throughout the City. Work includes sidewalk maintenance, repair, infill, ramps, pedestrian crossings and connections, bicycle improvements, shoulder widening, and neighborhood traffic calming.	\$ 3,800,000	\$ 1,200,000	\$ 5,000,000	Partial
21	Percival Creek Fish Passage Barrier Removal				X	Replacement of a full barrier culvert with a four-sided box culvert. Includes roadway reconstruction and the addition of bike lanes and sidewalks.	\$ 2,000,000	\$ 400,000	\$ 2,400,000	Yes
22	Safe Routes to School Program		X		X	Improve pedestrian and bicyclist safety near schools. Projects include sidewalks, lighting, flashing beacons, signage, markings, and other measures.	\$ 120,000	\$ 600,000	\$ 720,000	No
						Totals	\$42,436,000	\$38,134,000	\$80,570,000	

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction

TO: City Council
 FROM: Brad Medrud, Community Development Director
 DATE: June 3, 2025
 SUBJECT: 5901 Black Lake-Belmore SW 10 Percent Annexation Petition (TUM-25-0453)

1) Recommended Action:

Accept the proposed annexation petition and initiate the annexation process for the 5901 Black Lake-Belmore SW 10 Percent Annexation Petition (TUM-25-0453), as recommended by the General Government Committee at their May 14, 2025, meeting.

2) Background:

The owner of a property currently in Tumwater's urban growth area in unincorporated Thurston County filed a petition application under Chapter 35A.14 RCW for annexation to the City on April 25, 2025, that was deemed complete on April 29, 2025, after payment of the necessary review fees.

Because the property owner owns all the property included in the annexation area, they filed petitions representing both the ten percent and sixty percent of the value of the properties proposed for annexation.

The property owner has asked that their property be annexed into the City of Tumwater and indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

The General Government Committee was briefed on proposed 10 Percent Annexation Petition at their May 14, 2025, meeting, and recommended that it go forward for consideration by the City Council.

3) Policy Support:

Goal LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

Policy LU-2.4 Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.

4) Alternatives:

- ☐ Modify the proposed annexation and initiate the annexation process for the 5901 Black Lake-Belmore SW 10 Percent Annexation Petition (TUM-25-0453).
 - ☐ Not Accept the proposed annexation petitions to initiate the annexation process for the 5901 Black Lake-Belmore SW 10 Percent Annexation Petition (TUM-25-0453).
-

5) Fiscal Notes:

None.

6) Attachments:

- A. Staff Report
- B. Presentation
- C. Ten and Sixty Percent Petitions
- D. Application Exhibits

STAFF REPORT

Date: May 14, 2025
To: City Council
From: Brad Medrud, Deputy Community Development Director



5901 Black Lake-Belmore SW Ten Percent Annexation Petition (TUM-25-0453)

The owner of a property at 5901 Black Lake-Belmore Road SW currently in Tumwater’s urban growth area in unincorporated Thurston County is requesting to be annexed into Tumwater. The property owner filed ten percent and sixty percent annexation petition applications with the City on April 25, 2025, which were deemed complete on April 29, 2025, after payment of the necessary application review fees.

The property owner has indicated a willingness to assume their fair share of the City’s indebtedness and is willing to accept the City’s Comprehensive Plan. Because the property owner owns all the property included in the annexation area, they filed annexation petitions representing both ten percent and sixty percent of the value of the properties proposed for annexation.

At their meeting on May 14, 2025, the General Government Committee placed the ten percent annexation petition on the June 3, 2025, City Council consideration calendar for the City Council to decide whether it will accept the proposed annexation and whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

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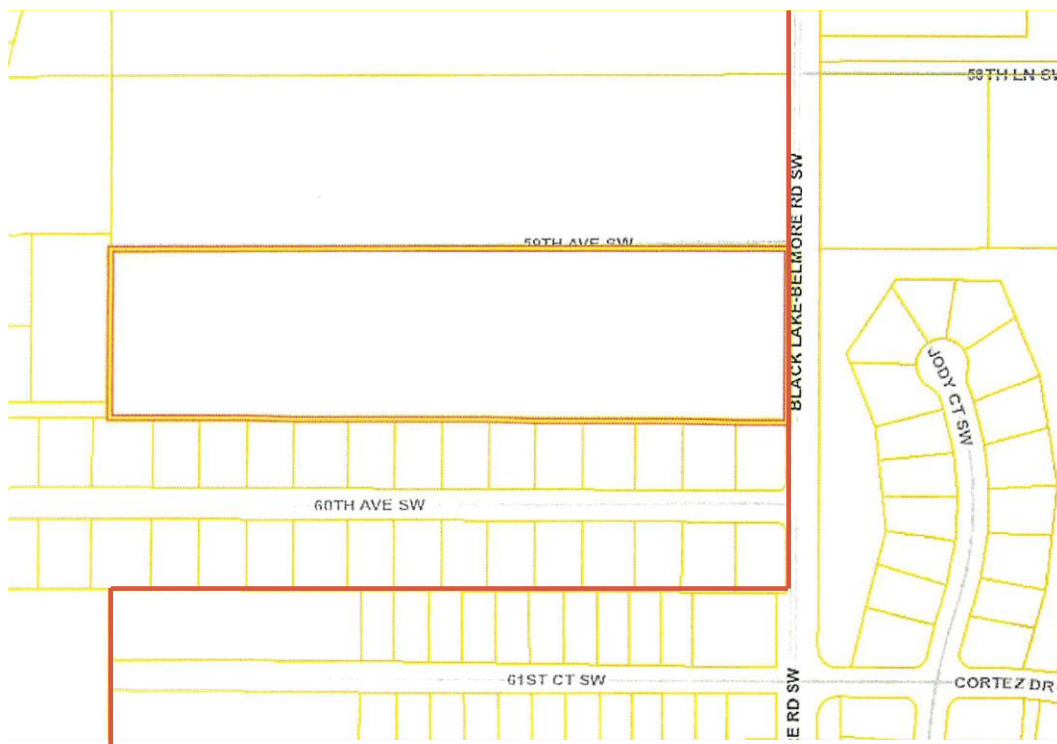
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1 – Background

As a non-charter Code City, Tumwater follows the annexation processes outlined in Chapter 35A.14 RCW. Cities such as Tumwater that plan under the Growth Management Act may annex only property that is located within their designated urban growth areas.

The annexation petition is for the property at 5901 Black Lake-Belmore Road SW, Thurston County Assessor's parcel number 12705220200, which is approximately 9.72 acres and is owned by Terrence Hess.

The parcel in the proposed annexation area is located northwest of the intersection of Black Lake-Belmore Road SW and 60th Avenue SW and is 9.72 acres in size. The proposed annexation area is west of the current city limit as shown in the map below and has a Single Family Low Density Residential district designation. The red line is the current City limits.



The property is undeveloped.

The ten percent annexation petition requests that the City Council set a date not later than sixty days after the filing of the ten percent annexation petition for a meeting with the property owner to determine:

- Whether the City Council will accept, reject, or geographically modify the proposed annexation;
- Whether the City Council will require adoption of a comprehensive plan for the area to be annexed [This has been completed already through the adopted Tumwater Thurston County Joint Plan by the City and County.]; and
- Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

2 – Growth Management Act and Annexations

The Growth Management Act (GMA) establishes the framework for Tumwater’s annexation authority. A major goal of GMA is to reduce urban sprawl by encouraging development in urban areas where adequate public facilities already exist or where such facilities can be more efficiently provided (RCW 36.70A.020(1) and (2)). To help implement this goal, GMA requires that counties designate urban growth areas “within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature” (RCW 36.70A.110(1)).

Tumwater’s urban growth area includes land sufficient to accommodate the 20-year population growth projected for the City. In addition, GMA states that “it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas” (RCW 36.70A.110(3)). Consistent with the goal of controlling the spread of urban growth, GMA limits the territory Tumwater may annex to that which lies within its urban growth area (RCW 35A.14.005). The Tumwater Thurston County Joint Plan provides the necessary Comprehensive Plan policies dealing with land use, housing, capital facilities, utilities, and transportation in Tumwater’s urban growth area.

3 – General Guidelines for Evaluating Proposed Annexations

The Municipal Research and Services Center of Washington prepared the updated guidebook *Annexation by Washington Cities and Towns* in 2020.

The Guidebook suggested consideration of the following basic principles when considering an annexation to ensure that the chances of a successful completion of the annexation would be increased and the effect upon the City would be positive.

- *The boundaries of the annexation area should be drawn in accordance with the ability (both from a geographic and economic standpoint) of the city to provide services. The need for services should be taken into account.*

- *The population and assessed valuation of the area should be sufficient to allow the area to pay its fair share of the cost of providing services.*
- *The area should contribute to the logical growth pattern of the city and should encourage orderly growth. Where possible, irregular boundaries should be avoided.*
- *It should be no larger than what the city is able to service adequately with capital improvements and services within a reasonable time.*
- *The area should be adaptable to anticipated expansion requirements of the city for residential or commercial/industrial purposes.*
- *The boundaries of an area should be drawn to include residents who are generally favorable toward annexation or where annexation can be demonstrated to be advantageous to the residents of both the fringe area and the city.*
- *In drawing boundaries of an annexation area, due regard should be given to special districts in the area (see Special Districts).*

4 – Assumption Of Indebtedness

The *Annexation by Washington Cities and Towns* notes that annexation statutes authorize the City Council to require property in an area being annexed to assume, as a condition of annexation, a pro rata share of the annexing city's then outstanding indebtedness that had been approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

There are different factors that should be considered in deciding whether to require debt assumption. Some of the issues Tumwater should examine in reaching a decision on this question are:

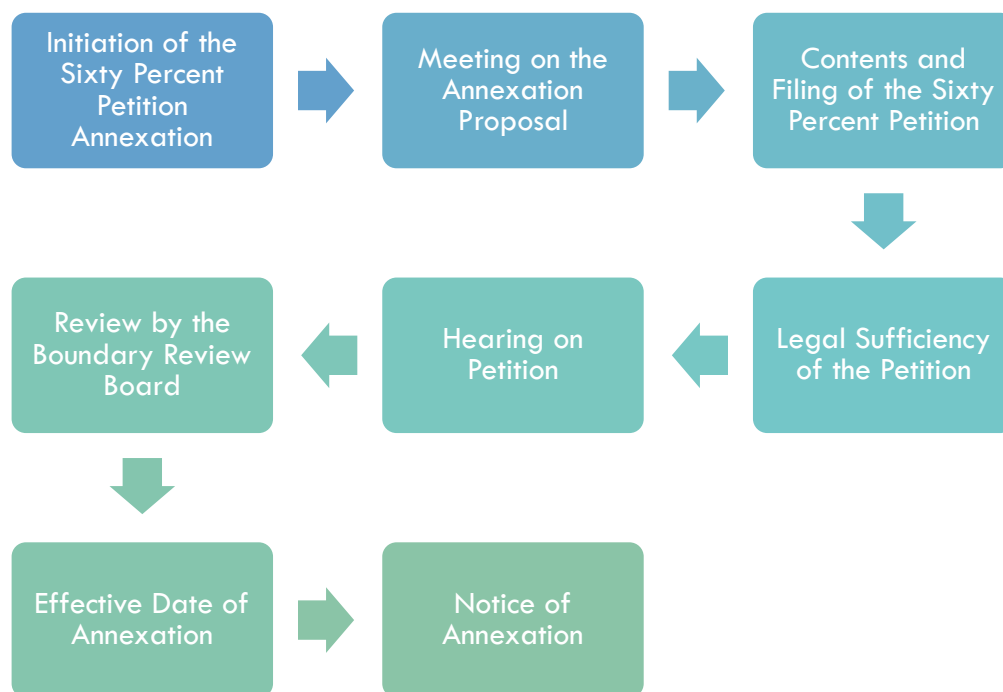
- *Was the outstanding indebtedness incurred to finance an improvement or facility that will benefit the newly annexed area?*
- *Will assumption of a proportionate share of the city's outstanding indebtedness place an excessive financial burden on annexed property in light of other indebtedness previously placed on the property through the county or special districts, which will remain on the property after annexation?*
- *Will the property to be annexed be forming an expensive LID for special improvements, such that requiring assumption of the outstanding indebtedness would not be equitable?*
- *To what extent does the annexing city desire to encourage (or subsidize) the annexation?*

Most cities do require the assumption of indebtedness as a condition of annexation, unless in a particular circumstance this would not be equitable.

Appendix A contains a draft property tax comparison.

5 – Sixty Percent Annexation Method Process

The most frequently used method of annexing unincorporated territory is by petition of the owners of at least sixty percent of the property value in the area, computed according to the assessed valuation of the property for general taxation purposes. The steps in the sixty percent annexation method process are as follows:



A. Initiation of the Sixty Percent Petition Annexation

Under RCW 35.14.120, prior to circulating a petition for annexation, the owners of property representing not less than ten percent of the assessed value of the property for which annexation is sought must give written notice to the City Council of their intention to commence annexation proceedings. This process was completed on April 29, 2025, when the ten percent petition application was deemed completed after the applicant paid the necessary application review fees.

B. Meeting on the Annexation Proposal

Following RCW 35A.14.120, after being notified of the proposed annexation, the City Council is to set a date not later than sixty days after the filing of the ten percent petition for a meeting with the initiating parties to determine:

- Whether Tumwater will accept, reject, or geographically modify the proposed annexation;
- Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and 35A.14.340); and

- Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

This meeting with the City Council is proposed for June 3, 2025. If the City Council requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in the minutes of the meeting. City Council acceptance of the proposed annexation is a condition precedent to circulation of the petition. There is no appeal from the City Council's decision.

C. Contents of Petition

Under RCW 35A.14.120, if the City Council accepts the initial annexation proposal, the sixty percent petition may be drafted and circulated. The sixty percent petition must:

- Describe the property according to government legal subdivisions or legal plats.
- Be accompanied by a map that outlines the boundaries of the property sought to be annexed.
- If the City Council has required the assumption of all or any portion of City indebtedness and/or the adoption of a proposed zoning regulation for the area to be annexed, set forth these facts clearly, together with a quotation of the minute entry of that requirement.
- Be signed by the owners of not less than sixty percent of the assessed value of the property for which annexation is petitioned.
- Comply with the rules for petitions in RCW 35A.01.040 (RCW 35A.14.130).

The applicant has submitted a complete sixty percent annexation petition application. So if the City Council approves the ten percent petition, then this step will have been completed.

D. Filing of Sixty Percent Petition

The completed sixty percent annexation petition is to be filed with the City Council (RCW 35A.14.120). Although there is no time limit specified in the annexation statutes as to when a petition needs to be filed with the City Council after it has begun circulating for signatures, the signatures on a petition are valid only if signed no later than six months prior to the filing date. Any signatures older than six months are to be stricken from the petition by the officer certifying petition sufficiency (RCW 35A.01.040(8)).

The applicant has submitted a complete sixty percent petition application. So if the City Council approves the ten percent petition, then this step will have been completed.

E. Legal Sufficiency of the Petition

The annexation petition must be certified as sufficient (i.e., as having valid signatures representing the required sixty percent of property value). Within three working days of the filing of the sixty percent petition, the officer with whom the petition is filed must transmit the

petition to the county assessor, who makes the determination of the sufficiency of the petition. The county officer whose duty it is to determine petition sufficiency must file with the officer receiving the petition for filing a certificate stating the date the determination of sufficiency was begun. The officer determining petition sufficiency must do so “with reasonable promptness” (RCW 35A.01.040(4)).

This will be the next step if the City Council approves the ten percent petition.

F. Hearing on Petition

Under RCW 35A.14.130, when a legally sufficient annexation petition is filed, the City Council may consider it and:

- Fix a date for a public hearing, and
- Provide notice specifying the time and place of the hearing and inviting interested people to appear and voice approval or disapproval of the annexation. The notice is to be:
 - Published in one or more issues of a newspaper of general circulation in the City; and
 - Posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

G. Decision

Because Tumwater may not annex territory without prior Thurston County Boundary Review Board approval, an annexation ordinance passed following a hearing but before board review cannot yet be effective. Consequently, the City Council will be asked to approve a resolution of intent to annex. If the review board approves the annexation, the City Council will adopt the formal annexation ordinance.

H. Review by the Boundary Review Board

Under RCW 36.93.090 and .100, Tumwater must file a “notice of intention” with the Thurston County Boundary Review Board within 180 days of when the annexation is proposed. For the purposes of sixty percent annexation petition, an annexation is “proposed” when the annexation petition is filed with the Tumwater.

If the proposal includes annexation of the territory of a fire district, in this case the McLane Black Lake Fire District, Tumwater must provide notice to the district of the proposed annexation simultaneously when notice of the proposed annexation is provided to the Thurston County Boundary Review Board.

The board may assume jurisdiction over the annexation if, within forty-five days of filing the notice of intention, a request for review is made by:

- Thurston County or any other affected governmental unit; or

- Petition of registered voters or property owners.

If jurisdiction is not invoked within forty-five days, the proposed annexation is deemed approved by the Thurston County Boundary Review Board.

The board must act within 120 days of the review request unless the board and the annexation initiators agree to an extension. If no decision is made within 120 days and no extension is granted, the proposal is deemed approved.

I. Effective Date of Annexation

The annexation, together with any provision relating to application of a proposed zoning regulation, is effective on the date fixed in the annexation ordinance. The relevant statute, RCW 35A.14.150, does not specify any date by which the annexation must be made effective. Note, however, that there are important timing issues as to when an annexation occurs with respect to when the City's property tax levy can be effective in the newly annexed area and with respect to receipt of state-shared revenues, sales tax, and, if applicable, sales tax equalization payments.

J. Notice of Annexation

1) Notice to State (Office of Financial Management Certification)

Tumwater must submit an annexation certificate and additional supporting documents to the state Office of Financial Management within thirty days of the effective date of annexation specified in the annexation ordinance (RCW 35A.14.700).

The Office of Financial Management files the approved annexation certificates on a quarterly basis. Filing dates are the last working days of November, February, May, and August. Annexations are not approved and filed until all of Office of Financial Management's requirements are met. Revenues may be lost as a result of problems in the certification process because revenue distributions are not backdated.

2) Notice to County, Light and Power and Gas Distribution Businesses, and, Where Applicable, to Fire Protection and Library Districts

At least sixty days before the effective date of the annexation, Tumwater is required by RCW 35A.14.801 to provide to the county treasurer and assessor and to light and power and gas distribution businesses, by certified mail or electronic means, notice of the annexation that includes a list of annexed parcel numbers and street addresses.

If Tumwater annexes territory within a fire district, which in this case is the McLane Black Lake Fire District, it is required to provide the same notice to the district. The county treasurer is required to remit to the City only those road taxes and, where applicable, fire district and library district property taxes collected sixty days or more after receipt of the notice. Light and power businesses and gas distribution businesses are only required to remit to the City those utility taxes collected sixty days or more after receipt of the notice.

3) Notice to Department of Revenue

Sales tax changes may take effect only on January 1, April 1, or July 1. The term “sales tax changes,” for purposes of this legislation, includes changes resulting from annexation (RCW 82.14.055(4)). The City must provide notice to the Department of Revenue at least seventy-five days before the change takes place.

4) Notice to City Departments.

Although any annexation will impact some City departments more than others, all will be advised of the annexation.

6 – General Government Committee Recommendation and Request

As part of the discussion of the annexation petitions with the property owners at their June 3, 2025, meeting, the City Council should:

- Accept the proposal to annex, with no modifications.
- Do not propose any amendments to the existing land use designations or zone districts.
- Require the annexed area to assume City indebtedness.

Appendix A – Draft Property Tax Comparison

Property Tax Rates are per \$1,000 of the assessed value of your property	Tax Rate for your area	Taxes for \$500,000 home - Based on Average Value for your area	Tax Rate after annexation to City of Tumwater	Taxes for \$500,000 home after annexation
County Road Tax	\$0.72	\$360.00	\$-	\$-
McLane Black Lake Fire Dept.	\$1.42	\$710.00	\$-	\$-
McLane Black Lake Fire Dept. Excess Levy	\$0.77	\$385.00	\$0.77	\$385.00
City of Tumwater General Tax	\$-	\$-	\$1.75	\$875.00
Tumwater Metropolitan Park District	\$-	\$-	\$0.49	\$245.00
Public Utility District #1	\$0.01	\$5.00	\$0.01	\$5.00
Medic One	\$0.13	\$65.00	\$0.13	\$65.00
Medic One Levy Lid Lift	\$0.21	\$105.00	\$0.21	\$105.00
Port of Olympia	\$0.13	\$65.00	\$0.13	\$65.00
Timberland Regional Library	\$0.23	\$115.00	\$0.23	\$115.00
Tumwater School District Excess Levy	\$3.88	\$1,940.00	\$3.88	\$1,940.00
County General Tax	\$0.85	\$425.00	\$0.85	\$425.00
State General Tax	\$2.26	\$1,130.00	\$2.26	\$1,130.00
TOTAL	\$10.61	\$5,305.00	\$10.71	\$5,355.00

Note: McLane Black Lake Fire excess levy runs 1/1/24 through 12/31/27

5901 Black Lake-Belmore Road SW Ten Percent Annexation Petition (TUM-25-0453)



City Council, June 3, 2025

Intent

- Present the Ten Percent Annexation Petition
- Explain the Sixty Percent Annexation Method Process
- Discuss Next Steps

Background

- The owner of a property on Black Lake-Belmore Road SW in Tumwater's urban growth area is requesting to be annexed
- A ten percent annexation petition applications was filed with the City on April 25, 2025, and was deemed complete on April 29, 2025, after payment of application review fees
- Because the property owner owns all the property included in the annexation area, they filed annexation petitions representing both ten percent and sixty percent of the value of the property proposed for annexation



Background

- The property owner has indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the land use designation and zone district for their property
- Staff is unaware of any pending development applications for the property

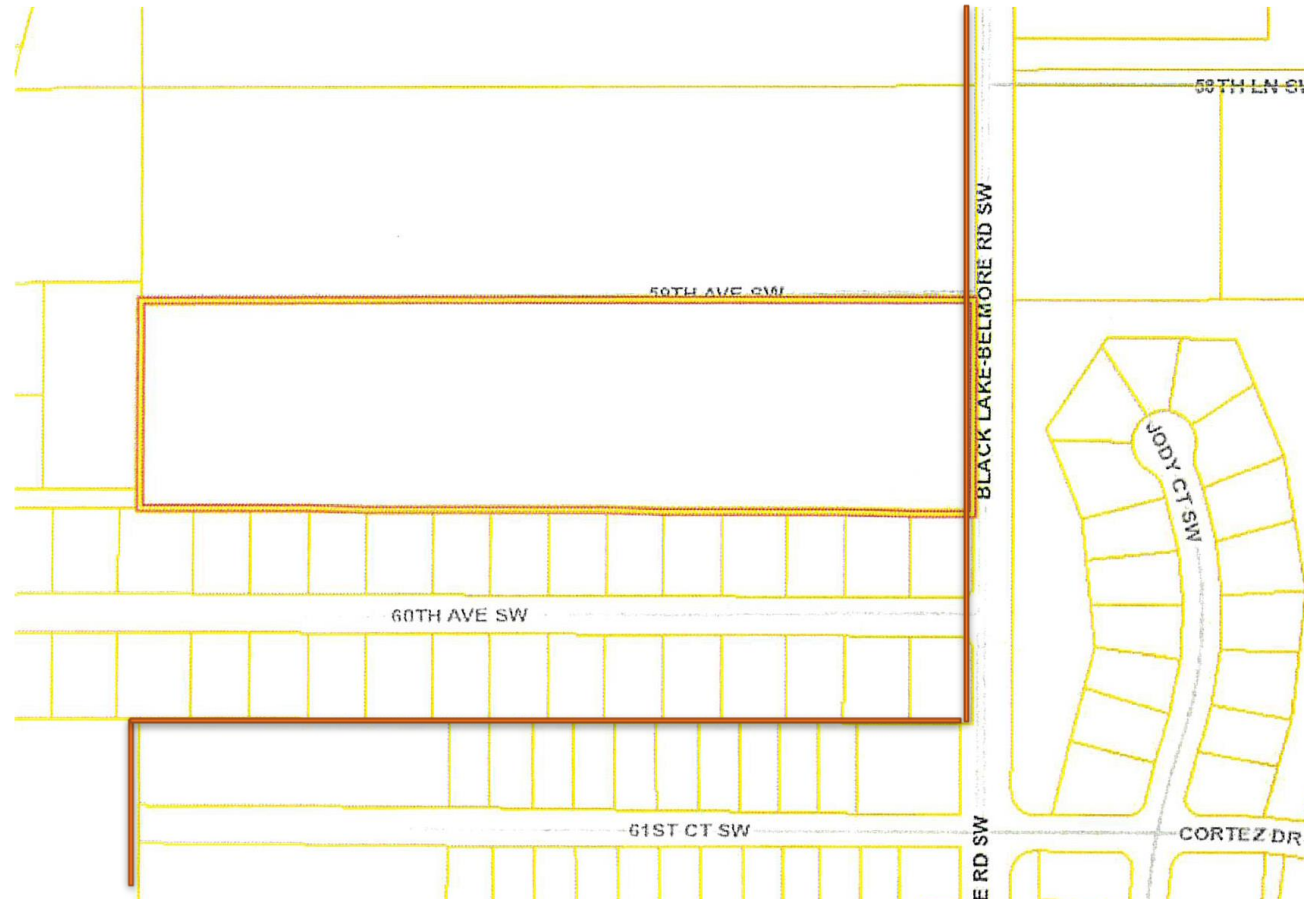


Proposed Annexation Area

- The proposed annexation area consists of a parcel located northwest of the intersection of Black Lake-Belmore Road SW and 60th Avenue SW and is 9.72 acres in size
- The parcel has a Single Family Low Density Residential district designation and is undeveloped

Proposed Annexation Area

- 5901 Black Lake-Belmore Road SW
- Owned by Terrence Hess
- Parcel #12705220200
- Approximately 9.72 acres



Initial Request of City Council

The ten percent annexation petition requests that the City Council set a date not later than 60 days after the filing of the ten percent petition for a meeting with the property owner to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require adoption of a new land use designation for the area to be annexed; and
3. Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed

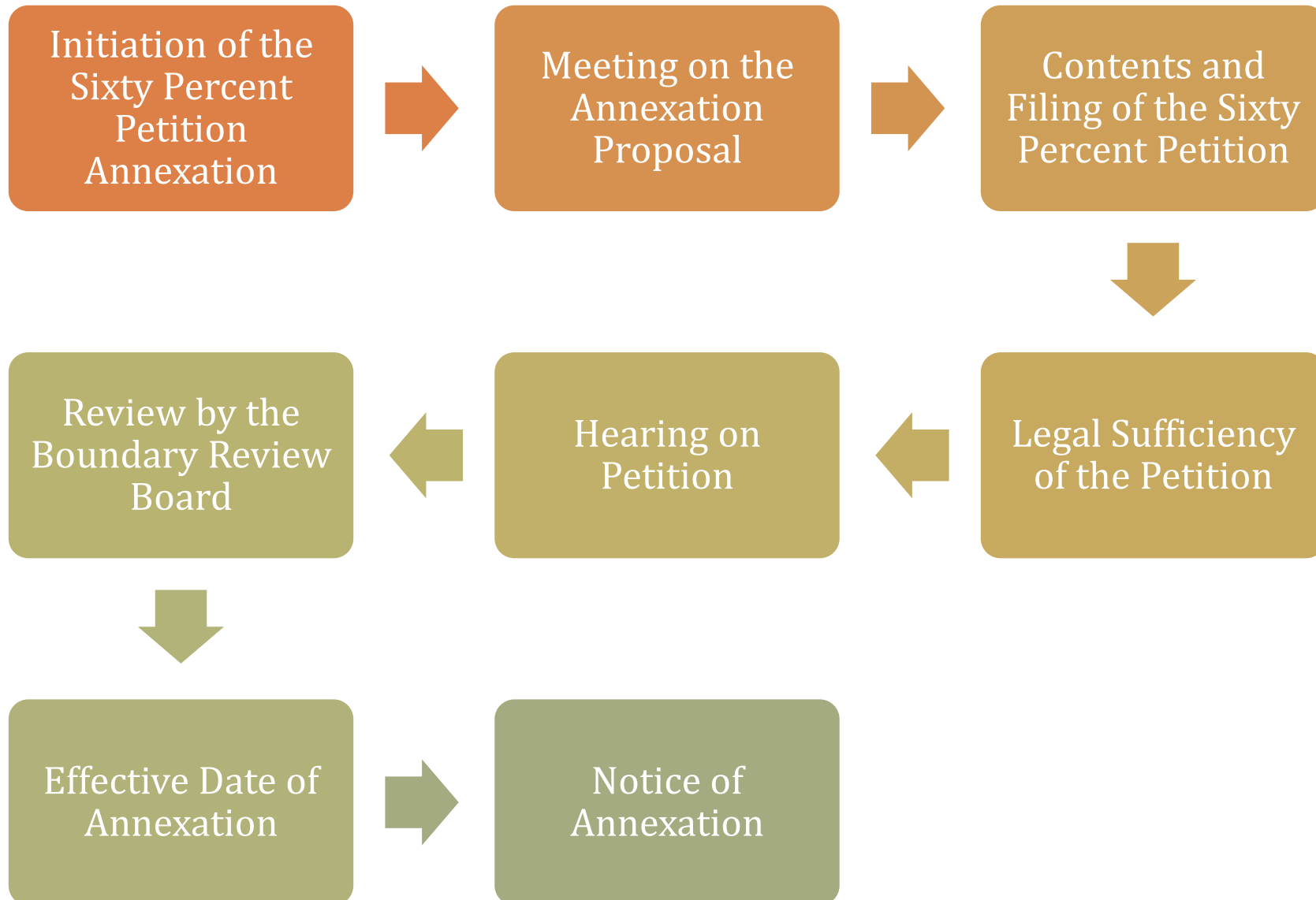


Assumption Indebtedness

The *Annexation by Washington Cities and Towns* notes that annexation statutes authorize the City Council to require property in an area being annexed to assume, as a condition of annexation, a pro rata share of the annexing city's then outstanding indebtedness that had been approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation



Sixty Percent Annexation Method Process



General Government Committee Recommendation

- Accept the proposal to annex, with no modifications
- Do not propose any amendments to the existing land use designations or zone districts
- Require the annexed area to assume City indebtedness

Initial Request of City Council

- Discuss with petition with the applicants and decide whether to move consideration of the proposed annexation forward

Future Steps

- If the Council decides to accept the annexation proposal – either as proposed or modified – then a sixty percent petition will be drafted and circulated to the affected property owners
- Approval by property owners representing sixty percent of the assessed value of the annexation area is required
- Final approval would only occur after review and approval of the Boundary Review Board, followed by a public hearing and a vote of City Council





CITY OF TUMWATER
 555 ISRAEL RD. SW, TUMWATER, WA 98501
 Email: cdd@ci.tumwater.wa.us
 (360) 754-4180

**PETITION FOR ANNEXATION TO
 THE CITY OF TUMWATER**

TUM - 25 0453 Kerri RCVD BY	DATE STAMP 04-25-2025
--	------------------------------

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

(Legal Description)
See "Exhibit A"

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on: _____ and did determine that the City would accept the proposed annexation. At said meeting, the City Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

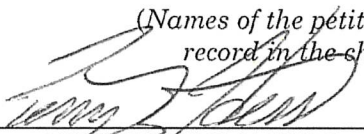
It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

Petition for Annexation to the City of Tumwater

This page is one of a number of identical pages forming one petition seeking the annexation of territory to the City of Tumwater, Washington, as above stated, and may be filed with other pages containing additional signatures.

The petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Tumwater, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)


 OWNER'S SIGNATURE

Terrence Hess
 PRINTED NAME

ADDRESS: 5901 Black Lake Belmore Rd SW, Olympia, WA 98512

ASSESSOR'S PARCEL #: 12705220200

DATE: 11/07/2024

APPROXIMATE # OF ACRES: 9.72



CITY OF TUMWATER
 555 ISRAEL RD. SW, TUMWATER, WA 98501
 Email: cdd@ci.tumwater.wa.us
 (360) 754-4180

**PETITION FOR ANNEXATION TO
 THE CITY OF TUMWATER**

TUM - 25-

0453

Kerri
 RCVD BY

DATE STAMP

04-25-2025

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

(Legal Description)

See "Exhibit A"

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on: _____ and did determine that the City would accept the proposed annexation. At said meeting, the City Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

Petition for Annexation to the City of Tumwater

This page is one of a number of identical pages forming one petition seeking the annexation of territory to the City of Tumwater, Washington, as above stated, and may be filed with other pages containing additional signatures.

The petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Tumwater, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)

OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: _____

ASSESSOR'S PARCEL #: 12705220200 DATE: 11/07/2024

APPROXIMATE # OF ACRES: 9.72



CITY OF TUMWATER
 555 ISRAEL RD. SW, TUMWATER, WA 98501
 (360) 754-4180 (360) 754-4126 (FAX)
 Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE
 ANNEXATION PROCEEDINGS**

TUM -25-

0453

Kerri
 RCVD BY

DATE STAMP

04-25-2025

TO THE CITY COUNCIL OF THE CITY OF TUMWATER

We, the undersigned, being owners of not less than ten percent in value of real property herein described for which annexation is sought, hereby notify the City Council of the City of Tumwater that it is our desire to commence annexation proceedings.

The property herein referred to is described in Exhibit "A" attached hereto and is depicted in Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Tumwater set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

Whether the City Council will accept the proposed annexation;

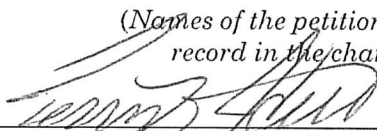
Whether the City Council will require adoption of a comprehensive plan for the area to be annexed;
 and

Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Said property is now in Thurston County. We wish to have this property annexed into the City of Tumwater and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intent to be presented and considered as one Notice of Intent.

(Names of the petitioners should be in identical form as the same appear on record in the chain of title to the real estate. All owners must sign.)


 OWNER'S SIGNATURE

Terrence Hess

PRINTED NAME

ADDRESS: 5901 Black Lake Belmore RD SW Olympia WA 98512

DATE: 11/7/24

ASSESSOR'S PARCEL #: 12705220200

LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA:

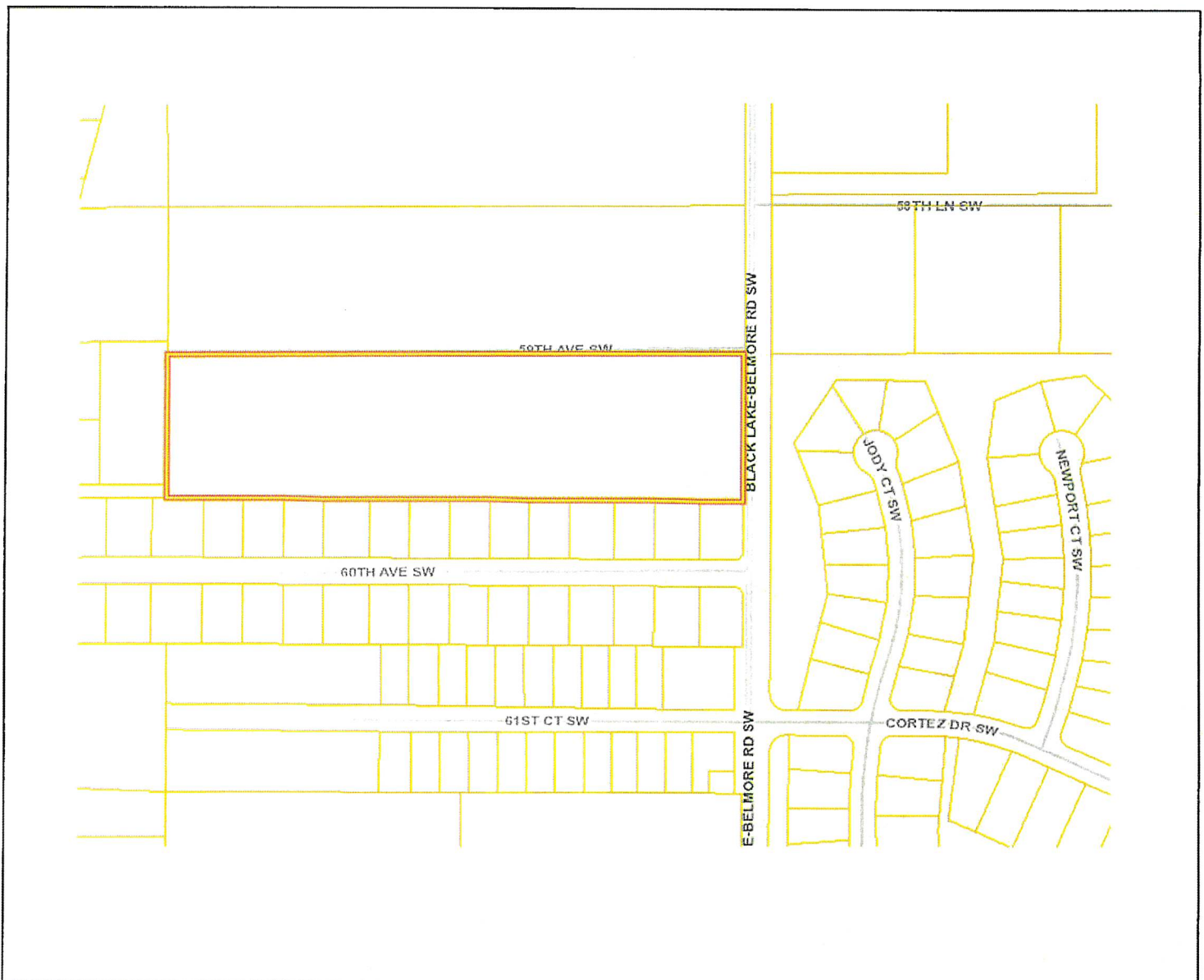
See "Exhibit A"

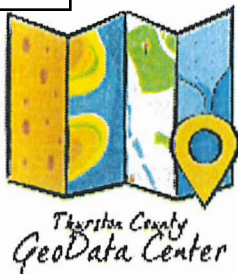
APPROXIMATE # OF ACRES: 9.72

EXHIBIT "A" – LEGAL DESCRIPTION

See "Exhibit A"

EXHIBIT "B" – MAP





Data for Parcel No. 12705220200

Owner(s):
HESS, TERRENCE E

Address:	5937 BLACK LAKE BELMORE RD SW
City:	OLYMPIA
State:	WA, 98512
Site Address:	
Site City:	
Site Zip:	
Section:	S05172W
Abbreviated Legal:	Section 05 Township 17 Range 2W S2 N2 NW NW LESS .22A RW
Usecode:	91
Tax Code Area:	450
Taxable:	Yes
Annual Tax:	View Property Taxes for Parcel
Property Type:	LND
Total Acres:	9.72
Land Value:	View Assessor's Data for Parcel
Building Value:	View Assessor's Data for Parcel
Total Value:	View Assessor's Data for Parcel
Current Use:	N
Exemptions:	None
Wetlands:	Unknown
Flood Zone:	OUT
Flood of 1999:	Unknown
Winter Flooding of 1996:	Unknown
High Groundwater Flood Hazards:	Unknown
Zoning:	SFL, Single-Family Low Density Residential
Commissioner District:	4
Historic Site:	No
Permitting Jurisdiction:	COUNTY
Jurisdiction of Influence:	TUMUGA
No Shooting Zone:	No
Animal Control:	Ordinance No. 12989. Contact Animal Services (360-352-2510).
Weed Containment Zone:	No
Landslide Hazard Review Area - Slope A:	Yes - Check with PBuilding Development Center
Landslide Hazard Review Area - Slope B:	Yes - Check with Building Development Center
Landslide Hazard Review Area - Slope C, D, E:	Not mapped by GeoData
Ground Water Sensitive Areas:	No
DNR Natural Heritage Data:	Unknown
Prairie Indicator Soils:	Yes
Mazama Pocket Gopher Soils:	Less Preferred, More Preferred
Mazama Pocket Gopher:	Unknown
Mazama Pocket Gopher Service Area:	OPG (Olympia Pocket Gopher)
Oregon Vesper Sparrow:	Unknown
Taylor's Checkerspot Butterfly:	Unknown
Oregon Spotted Frog:	Unknown
Marine Riparian Review Area - 300':	Unknown

DEC 12 '19 744700

When recorded return to:
Mr. Terrence E Hess
3448 7th Ave. SW
Olympia, WA 98502

Thurston County Treasurer

Real Estate Excise Tax Paid

By

Filed for Record at Request of
Foundation Escrow, Inc.
Escrow Number: 19-4492-JB

CHICAGO TITLE

Statutory Warranty Deed

NO. 100033425

THE GRANTOR Seaport Assets, Inc, a California Corporation for and in consideration of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION in hand paid, conveys and warrants to Terrence E Hess, an ~~unmarried individual~~ the following described real estate, situated in the County of Thurston, State of Washington, a married man as his separate estate

Abbreviated Legal:

Ptn NW 1/4 NW 1/4 5-17-2W
Tax Account No.: 12705220200

Tax Parcel Number(s): 12705220200

Full Legal Description Attached to Exhibit "A"

SUBJECT TO: Special Exceptions shown on Attached Exhibit "B"

Dated November 26, 2019

Seaport Assets, Inc


By Matthew Wayne Walker, Chief Executive Officer

STATE OF California
COUNTY OF San Diego SS:

I certify that I know or have satisfactory evidence Matthew Wayne Walker
is/are the person(s) who appeared before
me, and said person(s) acknowledge he signed this instrument, on oath stated he
is/are authorized to execute the instrument and acknowledge that as the
Chief Executive Officer of Seaport Assets, Inc
to be the free and voluntary act of such party(ies) for the uses and purposes mentioned in this instrument.

Dated: 11/26/2019



Notary Public in and for the State of California
Residing at San Diego County
My appointment expires: May 11, 2023

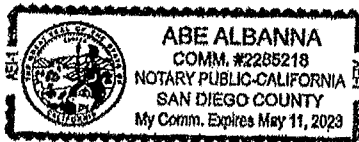


EXHIBIT A

The South half of the North half of the Northwest quarter of the Northwest quarter of Section 5, Township 17 North, Range 2 West, W.M.; EXCEPT the East 30 feet for county road known as Belmore-Black Lake Road, as conveyed to Thurston County by deed recorded April 10, 1953 under Auditor's File No. 522295;

EXCEPTING any portion thereof lying South of an agreed boundary established as the South line thereof which is described as follows:

Commencing at a concrete monument marking the Northwest corner of Section 5, Township 17 North, Range 2 West, W.M.; Thence South $00^{\circ} 00' 37''$ East along the Section line between said Section 5 and Section 6 for a distance of 651.38 feet; Thence North $89^{\circ} 38' 41''$ East for a distance West to and extending through the shorelands lying in front of, adjacent to, and abutting upon Government Lot 8, Section 6, Township 17 North, Range 2 West, W.M.;

EXCEPTING ALSO that portion thereof, if any, lying North of the following described line:

Commencing at a concrete monument marking the Northwest corner of Section 5, Township 17 North, Range 2 West W.M.; Thence South $00^{\circ} 00' 37''$ East along the section line between said Section 5 and Section 6 for a distance of 325.38 feet; Thence North $89^{\circ} 39' 41''$ East for a distance of 1276.90 feet, more or less, to the West right-of-way line of the Belmore-Black Lake County Road and the Eastern terminus and point of beginning of this description; Thence South $89^{\circ} 28' 41''$ West to and extending through the shorelands lying in front of, adjacent to, and abutting upon Government Lot 8, Section 6, Township 17 North, Range 2 West, W.M.; ALSO EXCEPTING county road known as Belmore-Black Lake Road along the East line of the Northwest quarter of the Northwest quarter of Section 5;

In Thurston County, Washington

TO: City Council
FROM: Lisa Parks, City Administrator
DATE: June 3, 2025
SUBJECT: Ordinance No. O2025-006-S1 Amending TMC 2.14 Execution of Contracts and Legal Documents

1) Recommended Action:

Adopt Ordinance No. O2025-006-S1 Amending TMC 2.14 Execution of Contracts and Other Legal Documents, as recommended by the Budget and Finance Committee at their May 23, 2025 meeting.

2) Background:

Pursuant to RCW 35A.12.190 and RW 35A.11.010, the City, by and through its legislative body, may contract and be contracted with, and may purchase, lease, receive or otherwise acquire real and personal property. The City Council may delegate such authority to the Mayor, City Administrator, or other department heads.

In 1996, the City Council passed provisions and procedures for approval and execution of City contracts and other documents including delegation for execution of minor contracts. In 2009, the City Council passed Ordinance No. O2009-006, further defining and delegating authority for executing contracts and other legal documents. The City has more than doubled in size since the contracting provisions were reviewed and revised, and the corresponding workload and number of contracts and legal documents has increased. The proposed amendments to the thresholds for contracting and delegation of authority attached as Attachment A would allow for more timely and efficient government operations.

This draft ordinance amendment was reviewed and amended by the Budget and Finance Committee during several meetings including March 28, 2025; April 25, 2025; and May 23, 2025. The attached Ordinance includes all changes requested by the Budget and Finance Committee.

3) Policy Support:

Revising our contracting and delegation of authority thresholds will increase efficiency and help to refine and sustain a great organization.

4) Alternatives:

Direct staff to further revise the proposed ordinance to address council members' concerns.

5) Fiscal Notes:

N/A – this does not change the City's budget. It revises contracting and delegation of authority thresholds.

6) Attachments:

A - Ordinance O2025-006-S1 Amending TMC 2.14 - delegation of authority

ORDINANCE NO. O2025-006-S1

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Tumwater Municipal Code Section 2.14, Execution of Contracts and Other Legal Documents, relating to the execution of contracts and other legal documents as more particularly described herein.

WHEREAS, pursuant to RCW 35A.12.190 and RCW 35A.11.010, the City, by and through its legislative body, may contract and be contracted with and may purchase, lease, receive or otherwise acquire real and personal property; and

WHEREAS, the City Council may delegate such authority to the mayor, city administrator or other department heads; and

WHEREAS, in 1996, the City Council passed provisions and procedures for approval and execution of City contracts and other documents including delegation for execution of minor contracts; and

WHEREAS, in 2009, the City Council passed Ordinance No. O2009-006 further defining and delegating authority for executing contracts and other legal documents; and

WHEREAS, the City has more than doubled in size since the contracting provisions were reviewed and revised; and

WHEREAS, the corresponding work load and number of contracts and legal documents has increased; and

WHEREAS, the City Council finds that the thresholds for contracting and the delegation of execution authority is in need of revision to allow for more efficient government operations;

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

Section 1. Chapter 2.14, Execution of Contracts and Other Legal Documents, of the Tumwater Municipal Code is hereby amended to read as follows:

Chapter 2.14

EXECUTION OF CONTRACTS AND OTHER LEGAL DOCUMENTS

Sections:

- 2.14.010 Purpose.
- 2.14.020 Council approval.
- 2.14.030 Mayor approval.
- 2.14.040 Execution of documents – Delegation authorized.
- 2.14.050 Minor purchases – Supplies.
- 2.14.060 ~~Public works~~ – Change orders authority or contract amendments.
- 2.14.070 Rules and regulations for contracting.
- 2.14.080 Responsibility of city clerk.

2.14.010 Purpose.

The following provisions and procedures establish a uniform practice for the approval and execution of city of Tumwater contracts, ensure city council review of important and legally required contracts and other legal instruments, provide for efficient, streamlined preparation and execution of contracts not requiring council review, while also ensuring accountability by designating the individuals authorized to execute contracts on the city's behalf.

This chapter does not create any enforceable rights or causes of action in third parties.

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.020 Council approval.

The following documents and instruments shall be presented to the city council for approval prior to execution by the mayor or city administrator:

- A. Interlocal agreements. All contracts, agreements, memoranda of understanding, or other documents between the city of Tumwater and any other governmental agency.

Exceptions:

1. Amendments do not require council approval, provided the total amendment amount does not exceed the original contract amount by more than ten percent, sufficient funds are available within the existing budget and the amendment is consistent with the underlying intent and objectives of the original agreement.

B. Instruments ~~conveying~~ pertaining to real property. Any contract, agreement, lease, easement, bill of sale, or other instrument pertaining to the city's disposition, conveyance or acquisition of real property, ~~except to the extent these documents pertain to the acquisition of real property for purposes of an approved public works project in which case they shall not require council approval.~~

Exceptions:

1. Acceptance by the city in its regulatory capacity of a dedication from a development is not subject to council approval.
2. Temporary construction licenses and rights of entry are not subject to council approval.
3. Instruments pertaining to the use, disposition, conveyance or acquisition of real property by whatever method, provided that such transaction is associated with a capital improvement project that has been previously approved by council, are not subject to council approval.

C. Any contract, agreement, or other document, not otherwise specifically delegated within this chapter, with a cost of more than \$100,000.

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.030 Mayor approval.

The mayor, or the mayor's designee, is authorized to approve and execute on behalf of the city of Tumwater any contract, agreement, document, amendment or instrument not otherwise subject to TMC 2.14.020.

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.040 Execution of documents – Delegation authorized.

A. The mayor is authorized, but not required, to delegate to a department director, or the director's designee, the authority to approve and execute on behalf of the city of Tumwater any contract, agreement, document, amendment or instrument ~~which does not exceed \$50,000~~ with an amount equal to or less than the amount delegated to the Mayor and is not otherwise subject to TMC 2.14.020.

B. The mayor is additionally specifically authorized to approve and execute and may, but is not required to, delegate to the appropriate department directors the following categories of agreements:

1. Contracts for financial services, including:

a. expenses related to approved payroll costs, previously approved debt payments, and investment transactions made in accordance with city policy;

b. all expenses, transfers, or journals related to banking, debt, and investments necessary to implement the city's financial program consistent with city policy and state law;

c. city accounts, provided that prior to signing on behalf of a department, the finance director will make all efforts to coordinate with the department director to secure a signature from an approved delegate and the finance director may approve temporary delegation rights within the department for approval of a payment; and

d. all audit related documents and costs associated with required audits provided funding is available within the existing budget.

2. Contracts for legal services, including attorneys and expert witnesses to assist with litigation or anticipated litigation, or help with areas in which additional or specialized attorney services are necessary for the protection of the city's legal interests provided funding is available within the existing budget.

3. Collective bargaining agreements, including all agreements, letters of understanding, memoranda, or other documents, or subsequent amendments to those agreements, with the city's bargaining units if the financial impact of the agreement or amendment is valued at \$100,000 or less and sufficient funds are available within the existing budget unless the terms of a collective bargaining agreement provide otherwise.

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.050 Minor purchases – Supplies.

A department director, or their designee, acting within the department budget, is authorized to approve and execute documents for purchases of routine office and operating supplies.

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.060 ~~Public works~~– Change orders ~~authority~~or contract amendments.

~~The director of public works or the~~ In addition to, and without limiting, the authority granted elsewhere in this chapter, a department director ~~of the project department~~ is authorized to approve and sign any contract change orders or contract amendments, provided the total ~~construction costs with the change order or~~

contract amendment amount does not exceed the contract bid original contract amount by more than ten percent and sufficient funds are available within the existing budget. ~~Total construction costs are the construction costs to date plus the anticipated construction costs (including deducts from savings or additions from quantity increases) plus the proposed change order.~~

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.070 Rules and regulations for contracting.

The city administrator is authorized to establish written rules and regulations for the acquisition of public works and the procurement of goods, services, and materials by the city. Such rules and regulations shall be governed by sound management practices designed to secure the best quality at a fair price. The city administrator is authorized to revise the rules and regulations from time to time as circumstances change or as the city administrator may, in his or her discretion, deem appropriate.

The exercise of the powers, duties and procedures related to contracting by the city shall comply with the Revised Code of Washington, Washington Administrative Code and all other applicable local, state and federal laws and regulations.

(Ord. O2009-006, Amended, 06/02/2009; Ord. O96-043, Added, 12/03/1996)

2.14.080 Responsibility of city clerk.

It shall be the responsibility of the city clerk to retain signed originals of all contracts, agreements, documents, and instruments to which the city is a party. The failure to retain any such document shall not invalidate or excuse performance of any obligations contained therein.

(Ord. O2019-027, Amended, 09/17/2019; Ord. O2009-006, Added, 06/02/2009)

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

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

Section 4. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application

thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

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

ADOPTED this _____ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____