



**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, September 02, 2025
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
 - [a.](#) Proclamation: National Voter Registration Day, September 16, 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, August 19, 2025
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners (Finance Department)
 - [d.](#) Award of Bid with Active Construction for Percival Creek Fish Passage Barrier Removal project (Transportation & Engineering Department)
- 7. Council Considerations:**
 - [a.](#) Local Agency Agreement and Project Prospectus with Washington State Department of Transportation for the Somerset Hill Fish Passage Barrier Removal (Transportation & Engineering Department)
 - [b.](#) Ordinance No. O2025-012 Creating a Communications Department (Executive Department)
 - [c.](#) Resolution No. R2025-012, Purple Heart City Designation (Executive Department)
- 8. 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)
- 9. Mayor/City Administrator's Report**

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 833 8650 2679 and Passcode 481118.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 833 8650 2679 and Passcode 481118.

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_eRCO72LGQrWqEDeKZbHe-g

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, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, the City of Tumwater and Thurston County are committed to strengthening democracy by encouraging voter registration and increasing participation in all elections; and

WHEREAS, civic-minded people and organizations have collaborated to establish National Voter Registration Day on September 16, 2025; and

WHEREAS, the goal for the 2025 National Voter Registration Day is to create awareness of elections and motivate eligible citizens to vote in coming months; and

WHEREAS, the strength of our democracy depends on the willingness of our citizens to participate by choosing the people who will lead us and by voicing their opinions on important matters that will come before the voters on Election Day; and

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

September 16, 2025

National Voter Registration Day

and I encourage all eligible City of Tumwater residents to register to vote, to vote when they receive their ballot, and to encourage their neighbors to vote.

Signed in the City of Tumwater, Washington, and recognized on this 2nd day of September in the year, two thousand twenty-five.



A handwritten signature in blue ink that reads "Debbie Sullivan". The signature is written in a cursive style and is positioned above a horizontal line.

Debbie Sullivan
Mayor

MEETING MINUTES

TUMWATER CITY COUNCIL
August 19, 2025



CONVENE: 7:00 P.M.

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

Excused: Councilmember Leatta Dahlhoff

Staff: City Administrator Lisa Parks, City Attorney Karen Kirpatrick, Acting Deputy Chief Carlos Quiles Jr., Community Development Director Brad Medrud, Transportation & Engineering Director Brandon Hicks, Parks & Recreation Director Chuck Denney, Finance Director Troy Niemeyer, Water Resources & Sustainability Director Dan Smith, Communication Manager Jason Wettstein, and Deputy City Clerk Tracie Core.

Others: Kara Krnacik, DHM Research

SPECIAL ITEMS:

PROCLAMATION: Councilmember Agabi read a proclamation declaring August 31, 2025, as International Overdose Awareness Day. The proclamation seeks to create a better understanding of overdoses, reduce the stigma of drug related deaths and create change that reduces the harms associated with drug use.

**INTERNATIONAL
OVERDOSE
AWARENESS DAY,
AUGUST 31, 2025**

Mayor Sullivan presented a copy of the proclamation to Katari Wimsett with the Thurston County Public Department

PUBLIC COMMENT: Public comment was given by resident Holthaus.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Strategic Planning Retreat Minutes, June 7, 2025
- b. Approval of Minutes: City Council Strategic Planning Retreat Minutes, June 28, 2025
- c. Approval of Minutes: City Council Work Session, July 8, 2025
- d. Approval of Minutes: City Council, July 15, 2025
- e. Approval of Minutes: City Council Work Session, July 22, 2025
- f. Payment of Vouchers
- g. Department of Enterprise Services (DES) Contract Usage Agreement

MOTION:

Councilmember Von Holtz, moved, seconded by Councilmember Althausen, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.

PUBLIC HEARING:

**RESOLUTION NO.
R2025-011, 93rd
AVENUE SW & CASE
ROAD SW
ANNEXATION**

Director Medrud gave a presentation on the 93rd Avenue SW & Case Road SW Annexation to seek adoption of R2025-011.

The proposed annexation area consists of two parcels located northwest of the intersection of 93rd Avenue SW and Case Road SW that is 10.74 acres in size.

Mayor Sullivan opened the public hearing at 7:15 p.m. and closed the public hearing at 7:16 p.m. There was no public testimony.

MOTION:

Councilmember Agabi, moved, seconded by Councilmember Althausen, to adopt Resolution No. R2025-011. A voice vote approved the motion unanimously.

**COUNCIL
CONSIDERATIONS:**

**COMMUNITY SURVEY
RESULTS**

Kara Krnacik from DHM Research presented results from research done to assess community satisfaction with City services and to gather feedback on emerging priorities to inform the City's strategic plan. DHM's research established a baseline of city satisfaction and priorities to measure changes over time.

273 residents participated in the online survey that the city distributed and promoted using various outreach methods including email distribution lists, social media posts, external newsletters, physical handouts, word of mouth and more.

The following areas were covered in the survey:

- General mood
- Government performance and resident priorities
- Public Safety
- Homelessness
- Community growth and environmental perceptions

**REAL ESTATE
CONTRACT WITH
LOTT FOR PURCHASE
OF DESCHUTES
VALLEY PROPERTIES**

Director Smith presented a real estate contract with LOTT for purchase of the Deschutes Valley Properties. The following areas were covered in the presentation:

- How did we get here?
- What did we learn?
- What's in the contract?
- Where do we go from here?

The total cost for this project is \$3,433,158.66 with \$2,952,156.45 coming from the general fund and \$480,642.21 coming from Stormwater.

MOTION:

Councilmember Swarthout, moved, seconded by Councilmember Cathey, to approve the real estate contract with LOTT Clean Water Alliance for the purchase of Deschutes Valley properties. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

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

Councilmember Agabi reported that the next Public Health & Safety Committee meeting is on September 9, 2025, and on that agenda there is an item for the School Resource Officer contract.

**GENERAL
GOVERNMENT:
*Michael Althausen***

Councilmember Althausen reported that the General Government Committee has not met and will not meet again until September 10, 2025.

**PUBLIC WORKS:
*Eileen Swarthout***

Councilmember Swarthout reported that the Public Works Committee has not met, but will be meeting this Thursday to receive a briefing on the 2025 Comprehensive Transportation

Plan and about getting authority to solicit bids for the 2nd Avenue and Pedestrian and Bicycle Improvement Project.

BUDGET & FINANCE:
Debbie Sullivan

Mayor Sullivan reported that the Budget and Finance Committee will be meeting this Friday. They will be going over the Monthly Financial Update and the Intergovernmental Cooperative Agreement.

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

Administrator Parks gave an update on the Crisis Response Program which is set to launch in October 2025. The 2025 Pavement Maintenance Program is continuing with some changes including delaying the repaving of the roundabouts on Littlerock until it can be done as a full project because of the costly traffic control. Administrator Parks also gave a shout out to our transportation crew, contractors and communications staff for working collaboratively to keep the public informed of all road projects. Administrator Parks reminded everyone that next week school starts and to be mindful while driving in Tumwater.

Mayor Sullivan reported that Council has been on their annual summer recess for the past three weeks. During the recess she attended a ribbon cutting for a business in the industrial area, attended a few meetings and several events including the Thurston County Fair, National Night Out and a memorial for Fire Captain Lyall Smith

**COUNCILMEMBER
REPORTS:**

Councilmembers Jefferson, Von Holtz, Agabi and Swarthout reported on meetings and events attended. Councilmembers Cathey and Althausen had no report.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:49 p.m.

Prepared by Tracie Core, Deputy City Clerk

TO: City Council
 FROM: Doug Sampson, Accounting Technician
 DATE: September 02, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- August 15, 2025, payment of Eden vouchers 174673 to 174677 in the amount of \$7,281.30; payment of Enterprise vouchers 187553 to 187638 in the amount of \$976,374.33 and electronic payments 906003 to 906045 in the amount of \$370,912.68 and wire payments in the amount of \$304,824.67
- August 22, 2025, payment of Eden vouchers 174678 to 174682 in the amount of \$1,119.16; payment of Enterprise vouchers 187639 to 187690 in the amount of \$202,016.02 and electronic payments 906046 to 906083 in the amount of \$2,317,777.01 and wire payments in the amount of \$84,377.58

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		
FEHR & PEERS	27,682.12	July 2025 Transportation Master Plan and Impact Fee
ICF JONES & STOKES INC	28,177.07	HCP Consultant July 1 – 25
STANTEC CONSULTING SVCS	29,557.49	Pioneer Park Restoration P 1 & 2
THURSTON COUNTY	68,495.42	2 nd QTR 2025 public defense services
TIME MANUFACTURING CO	148,868.99	Install New Lift – Sourcewell Contract 110421-TIM
BOBBIE & AMANDA'S CLEANING SVC	23,615.84	July janitorial services
CITY OF OLYMPIA	24,342.42	City of Olympia Vehicle maint July 2025
OLYMPIC FLIGHT MUSEUM	44,333.00	2025 LTAC full payout
SARE ELECTRIC	41,648.78	EV Fleet charging stations
CLARY LONGVIEW, LLC	55,139.83	2025 Ford F150 – WRS OPS
LAKESIDE INDUSTRIES	1,556,332.74	PE#1 2025 Pavement maintenance
LOTT WASTEWATER ALLIANCE	636,022.51	July 2025 LOTT Fees
WA ST DEPT OF REVENUE	84,377.58	Sales use and excise tax July 2025

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

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

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

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

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 187553 through 187638 in the amount of \$976,374.33

Electronic payment Nos 906003 through 906045 in the amount of \$370,912.68

Wire payments in the amount of \$304,824.67

Eden

Voucher/Check Nos 174673 through 174677 in the amount of \$7,281.30

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 08/15/2025

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 187639 through 187690 in the amount of \$ 202,016.02

Electronic payment Nos 906046 through 906083 in the amount of \$ 2,317,777.01

Wire payments in the amount of \$84,377.58

Eden

Voucher/Check Nos 174678 through 174682 in the amount of \$ 1,119.16

Douglas Sampson

Accounting Technician – Accounts Payable

Checks dated 08/22/2025

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: September 2, 2025
SUBJECT: Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners

1) Recommended Action:

Authorize the Mayor to sign the Intergovernmental Cooperative Purchasing Agreement with National Purchasing Partners (NPPGov).

The agreement was recommended for approval on the consent calendar at the August 22, 2025 Budget and Finance Committee meeting.

2) Background:

The City first entered into an agreement with NPPGov in 2020 but has not updated the Intergovernmental Cooperative Purchasing Agreement since then. The primary changes are staff contact information. This agreement is similar to the state contract with DES, but with a public safety focus. It was presented to the Budget and Finance Committee on August 22, 2025.

3) Policy Support:

Be financially responsible and develop sustainable financial strategies.

4) Alternatives:

Do not renew/update the agreement.

5) Fiscal Notes:

There is no immediate cost for this agreement. Utilizing the Intergovernmental Cooperative Purchasing Agreement can make the procurement process faster and more efficient and can save the City money by using the purchasing power of National Purchasing Partners.

6) Attachments:

A. Intergovernmental Cooperative Purchasing Agreement

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPPGov”), including members of Public Safety GPO, First Responder GPO, Law Enforcement GPO, Education GPO and EMS GPO that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPPGov provides group purchasing, marketing and administrative support for governmental entities. NPPGov’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPPGov has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPPGov may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

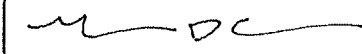
**LEAGUE OF OREGON CITIES
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the League of Oregon Cities ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the League of Oregon Cities to Participating Agencies locally, regionally, and nationally through NPPGov. Copies of Master Price Agreements and any amendments thereto made available by the League of Oregon Cities will be provided to Participating Agencies and NPPGov to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the League of Oregon Cities and is duly authorized to sign this League of Oregon Cities Endorsement and Authorization.

DocuSigned by:



38C546F8889143E...

BY:

ITS:

Date: 3/26/2020

League of Oregon Cities Contact Information:

Contact Person: Mike Culley
Address: 1201 Court St NE #200, Salem, OR 97301
Telephone No.: 503-588-6550
Email: mculley@orcities.org

PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION

The undersigned acknowledges, on behalf of The City of Tumwater ("Participating Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPPGov.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPPGov shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of The City of Tumwater and is duly authorized to sign this Participating Agency Endorsement and Authorization.

Date: _____

BY: Debbie Sullivan

ITS: Mayor

Participating Agency Contact Information:

Contact Person: City Clerk's Office

Address: 555 Israel Rd SW
Tumwater, WA 98501

Telephone No.: (360) 754-4139

Email: clerksoffice@ci.tumwater.wa.us

TO: City Council
FROM: Ryan Blaser, Engineer III
DATE: September 2, 2025
SUBJECT: Award of Bid with Active Construction for Percival Creek Fish Passage Barrier Removal project

1) Recommended Action:

Authorize the Mayor to sign the Public Works Contract with Active Construction, Inc. in the amount of \$1,930,930.00 for construction services for the Percival Creek Fish Passage Barrier Removal project.

This above-requested action was recommended for approval by the Public Works Committee at the November 7, 2024 Public Works Committee Meeting.

2) Background:

This project is for the removal and replacement of a fish barrier culvert conveying Percival Creek under Sapp Road. The existing culvert is an undersized five-foot diameter concrete culvert and the replacement culvert will be a 60 feet long by 19 feet wide by 8.5 feet high box culvert. Other improvements include improved instream large wood and streambed material, roadway reconstruction, and additional multimodal facilities for the Percival Creek crossing.

These improvements will restore access to approximately 7,300 feet of mainstream 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.

Bids for the project were opened on August 14th, 2025. Five bids were received ranging from \$1,930,930.00 to \$2,894,070.50. The Engineer's estimate for the construction contract is \$2,257,529.00. The lowest bidder, Active Construction, Inc., is below the Engineer's estimate.

A road closure for this project was approved by City Council on November 19, 2024. The approved road closure for this project will enhance safety for the contractor, city staff, and traveling public. Full access of the construction site will increase the contractor's efficiency, leading to fewer project delays and reduced costs.

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:

- ☐ Reject all bids and cancel the project.
 - ☐ Reject all bids and re-advertise the project.
-

5) Fiscal Notes:

Tumwater has secured \$2,100,000 from WSDOT's PROTECT funding program and \$257,550 as an RCO grant. These grants are non-matching grants; however additional funds to complete the project will be City of Tumwater Storm Drain Funds.

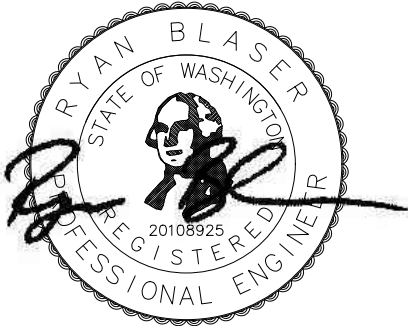
6) Attachments:

- A. Official Bid Tabulation
- B. Vicinity Map

Item 6d.		BID TABULATION SHEET (Page 1 of 2)										Attachment A				Bid Opening		8/14/2025	
		Percival Creek Fish Passage Barrier Removal F.A. No. PROTECT-5210(003)																	
				Engineer's Estimate		BID #1 Active Construction, Inc.		BID #2 CR Construction, LLC		BID #3 Miles Resources, LLC.		BID #4 Rodarte Construction, Inc.		BID #5 Midway Underground, LLC					
ITEM	Schedule A	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL				
1 A	Minor Change	1	CALC.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00				
2 A	Structure Surveying	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 6,800.00	\$ 6,800.00	\$ 7,500.00	\$ 7,500.00	\$ 7,250.00	\$ 7,250.00	\$ 7,500.00	\$ 7,500.00	\$ 6,400.00	\$ 6,400.00				
3 A	Roadway Surveying	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 11,500.00	\$ 11,500.00	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00				
4 A	Record Drawing (\$10,000 Min. Bid)	1	L.S.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,550.00	\$ 10,550.00				
5 A	SPCC Plan	1	L.S.	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 590.00	\$ 590.00				
6 A	Reimbursement for Third Party Damage	1	EST.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00				
7 A	Mobilization	1	L.S.	\$ 225,000.00	\$ 225,000.00	\$ 193,000.00	\$ 193,000.00	\$ 120,000.00	\$ 120,000.00	\$ 168,580.00	\$ 168,580.00	\$ 225,000.00	\$ 225,000.00	\$ 199,000.00	\$ 199,000.00				
8 A	Force Account	1	EST.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00				
9 A	Fuel Cost Adjustment	1	CALC.	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00				
10 A	Work Zone Safety Contingency	1	EST.	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00				
11 A	Project Temporary Traffic Control	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 145,000.00	\$ 145,000.00	\$ 13,000.00	\$ 13,000.00				
12 A	Flaggers	240	HR.	\$ 70.00	\$ 16,800.00	\$ 72.00	\$ 17,280.00	\$ 118.00	\$ 28,320.00	\$ 72.00	\$ 17,280.00	\$ 75.00	\$ 18,000.00	\$ 102.00	\$ 24,480.00				
13 A	Construction Signs Class A	580	S.F.	\$ 55.00	\$ 31,900.00	\$ 15.00	\$ 8,700.00	\$ 15.00	\$ 8,700.00	\$ 24.00	\$ 13,920.00	\$ 25.00	\$ 14,500.00	\$ 42.00	\$ 24,360.00				
14 A	Portable Changeable Message Sign	13000	HR.	\$ 3.50	\$ 45,500.00	\$ 4.00	\$ 52,000.00	\$ 2.00	\$ 26,000.00	\$ 3.65	\$ 47,450.00	\$ 5.00	\$ 65,000.00	\$ 3.75	\$ 48,750.00				
15 A	Clearing and Grubbing	0.47	ACRE	\$ 45,000.00	\$ 21,150.00	\$ 42,000.00	\$ 19,740.00	\$ 37,500.00	\$ 17,625.00	\$ 135,000.00	\$ 63,450.00	\$ 80,000.00	\$ 37,600.00	\$ 49,000.00	\$ 23,030.00				
16 A	Roadside Cleanup	1	EST.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00				
17 A	Removal of Structures and Obstructions	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 19,890.00	\$ 19,890.00	\$ 14,775.00	\$ 14,775.00	\$ 21,000.00	\$ 21,000.00	\$ 13,000.00	\$ 13,000.00				
18 A	Roadway Excavation Incl. Haul	400	C.Y.	\$ 40.00	\$ 16,000.00	\$ 52.00	\$ 20,800.00	\$ 72.00	\$ 28,800.00	\$ 40.00	\$ 16,000.00	\$ 80.00	\$ 32,000.00	\$ 145.00	\$ 58,000.00				
19 A	Channel Excavation Incl. Haul	80	C.Y.	\$ 80.00	\$ 6,400.00	\$ 43.00	\$ 3,440.00	\$ 125.00	\$ 10,000.00	\$ 48.00	\$ 3,840.00	\$ 95.00	\$ 7,600.00	\$ 180.00	\$ 14,400.00				
20 A	Ditch Excavation Incl. Haul	130	C.Y.	\$ 65.00	\$ 8,450.00	\$ 49.00	\$ 6,370.00	\$ 92.00	\$ 11,960.00	\$ 53.00	\$ 6,890.00	\$ 80.00	\$ 10,400.00	\$ 145.00	\$ 18,850.00				
21 A	Gravel Borrow Incl. Haul	560	TON	\$ 40.00	\$ 22,400.00	\$ 28.00	\$ 15,680.00	\$ 68.00	\$ 38,080.00	\$ 52.00	\$ 29,120.00	\$ 38.00	\$ 21,280.00	\$ 29.00	\$ 16,240.00				
22 A	Structure Excavation Class B Incl. Haul	40	C.Y.	\$ 30.00	\$ 1,200.00	\$ 32.00	\$ 1,280.00	\$ 125.00	\$ 5,000.00	\$ 25.00	\$ 1,000.00	\$ 125.00	\$ 5,000.00	\$ 82.00	\$ 3,280.00				
23 A	Shoring or Extra Excavation Cl. A	1	L.S.	\$ 70,000.00	\$ 70,000.00	\$ 33,000.00	\$ 33,000.00	\$ 45,000.00	\$ 45,000.00	\$ 128,350.00	\$ 128,350.00	\$ 150,000.00	\$ 150,000.00	\$ 99,000.00	\$ 99,000.00				
24 A	Shoring or Extra Excavation Class B	350	S.F.	\$ 2.00	\$ 700.00	\$ 1.00	\$ 350.00	\$ 25.00	\$ 8,750.00	\$ 1.00	\$ 350.00	\$ 2.50	\$ 875.00	\$ 24.00	\$ 8,400.00				
25 A	Construction Geotextile for Ditch Lining	70	S.Y.	\$ 5.00	\$ 350.00	\$ 20.00	\$ 1,400.00	\$ 56.00	\$ 3,920.00	\$ 16.00	\$ 1,120.00	\$ 13.00	\$ 910.00	\$ 6.10	\$ 427.00				
26 A	Permeable Ballast	250	TON	\$ 50.00	\$ 12,500.00	\$ 45.00	\$ 11,250.00	\$ 67.50	\$ 16,875.00	\$ 107.00	\$ 26,750.00	\$ 65.00	\$ 16,250.00	\$ 68.00	\$ 17,000.00				
27 A	Crushed Surfacing Base Course	310	TON	\$ 50.00	\$ 15,500.00	\$ 40.00	\$ 12,400.00	\$ 50.00	\$ 15,500.00	\$ 52.00	\$ 16,120.00	\$ 75.00	\$ 23,250.00	\$ 47.00	\$ 14,570.00				
28 A	HMA Cl. 1/2 In. PG 58H-22	360	TON	\$ 185.00	\$ 66,600.00	\$ 149.00	\$ 53,640.00	\$ 190.00	\$ 68,400.00	\$ 122.00	\$ 43,920.00	\$ 165.00	\$ 59,400.00	\$ 237.00	\$ 85,320.00				
29 A	Asphalt Cost Price Adjustment	1	CALC.	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00				
30 A	Pervious Concrete Sidewalk	235	S.Y.	\$ 150.00	\$ 35,250.00	\$ 80.00	\$ 18,800.00	\$ 215.00	\$ 50,525.00	\$ 128.00	\$ 30,080.00	\$ 105.00	\$ 24,675.00	\$ 132.00	\$ 31,020.00				
31 A	Contractor Designed Buried Structure No. 1	1	L.S.	\$ 725,000.00	\$ 725,000.00	\$ 696,228.26	\$ 696,228.26	\$ 552,469.00	\$ 552,469.00	\$ 805,000.00	\$ 805,000.00	\$ 973,000.00	\$ 973,000.00	\$ 974,000.00	\$ 974,000.00				
32 A	Corrugated Polyethylene Storm Sewer Pipe 12 In. Diam.	180	L.F.	\$ 110.00	\$ 19,800.00	\$ 43.00	\$ 7,740.00	\$ 164.00	\$ 29,520.00	\$ 120.00	\$ 21,600.00	\$ 100.00	\$ 18,000.00	\$ 170.00	\$ 30,600.00				
33 A	Catch Basin Type 1	1	EACH	\$ 2,500.00	\$ 2,500.00	\$ 1,500.00	\$ 1,500.00	\$ 3,704.00	\$ 3,704.00	\$ 2,250.00	\$ 2,250.00	\$ 2,400.00	\$ 2,400.00	\$ 3,000.00	\$ 3,000.00				
34 A	Catch Basin Type 2 48 In. Diam.	1	EACH	\$ 10,000.00	\$ 10,000.00	\$ 5,400.00	\$ 5,400.00	\$ 9,823.00	\$ 9,823.00	\$ 6,550.00	\$ 6,550.00	\$ 5,000.00	\$ 5,000.00	\$ 7,000.00	\$ 7,000.00				
35 A	Adjust Catch Basin	1	EACH	\$ 900.00	\$ 900.00	\$ 1,050.00	\$ 1,050.00	\$ 500.00	\$ 500.00	\$ 1,320.00	\$ 1,320.00	\$ 1,000.00	\$ 1,000.00	\$ 400.00	\$ 400.00				
36 A	Connect to Existing Catch Basin	1	EACH	\$ 700.00	\$ 700.00	\$ 800.00	\$ 800.00	\$ 3,458.00	\$ 3,458.00	\$ 1,390.00	\$ 1,390.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00				
37 A	Water Quality Vault	1	EACH	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 27,703.00	\$ 27,703.00	\$ 31,175.00	\$ 31,175.00	\$ 28,000.00	\$ 28,000.00	\$ 33,000.00	\$ 33,000.00				
38 A	12-Inch Cut-In Tee for Temporary Water Main	2	EACH	\$ 1,800.00	\$ 3,600.00	\$ 5,000.00	\$ 10,000.00	\$ 7,175.00	\$ 14,350.00	\$ 7,225.00	\$ 14,450.00	\$ 7,000.00	\$ 14,000.00	\$ 9,300.00	\$ 18,600.00				
39 A	8-Inch Cut-In Tee for Temporary Water Main	2	EACH	\$ 1,100.00	\$ 2,200.00	\$ 4,200.00	\$ 8,400.00	\$ 5,810.00	\$ 11,620.00	\$ 6,450.00	\$ 12,900.00	\$ 5,000.00	\$ 10,000.00	\$ 6,200.00	\$ 12,400.00				
40 A	6-Inch Cut-In Tee for Temporary Sanitary Sewer Force Main	2	EACH	\$ 800.00	\$ 1,600.00	\$ 3,000.00	\$ 6,000.00	\$ 5,147.00	\$ 10,294.00	\$ 4,315.00	\$ 8,630.00	\$ 4,500.00	\$ 9,000.00	\$ 6,400.00	\$ 12,800.00				
41 A	6" HDPE Temporary Water Main	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 19,331.00	\$ 19,331.00	\$ 8,875.00	\$ 8,875.00	\$ 20,000.00	\$ 20,000.00	\$ 55,000.00	\$ 55,000.00				
42 A	8" HDPE Temporary Water Main	1	L.S.	\$ 25,000.00	\$ 25,000.00	\$ 10,600.00	\$ 10,600.00	\$ 16,423.00	\$ 16,423.00	\$ 10,495.00	\$ 10,495.00	\$ 22,000.00	\$ 22,000.00	\$ 55,000.00	\$				

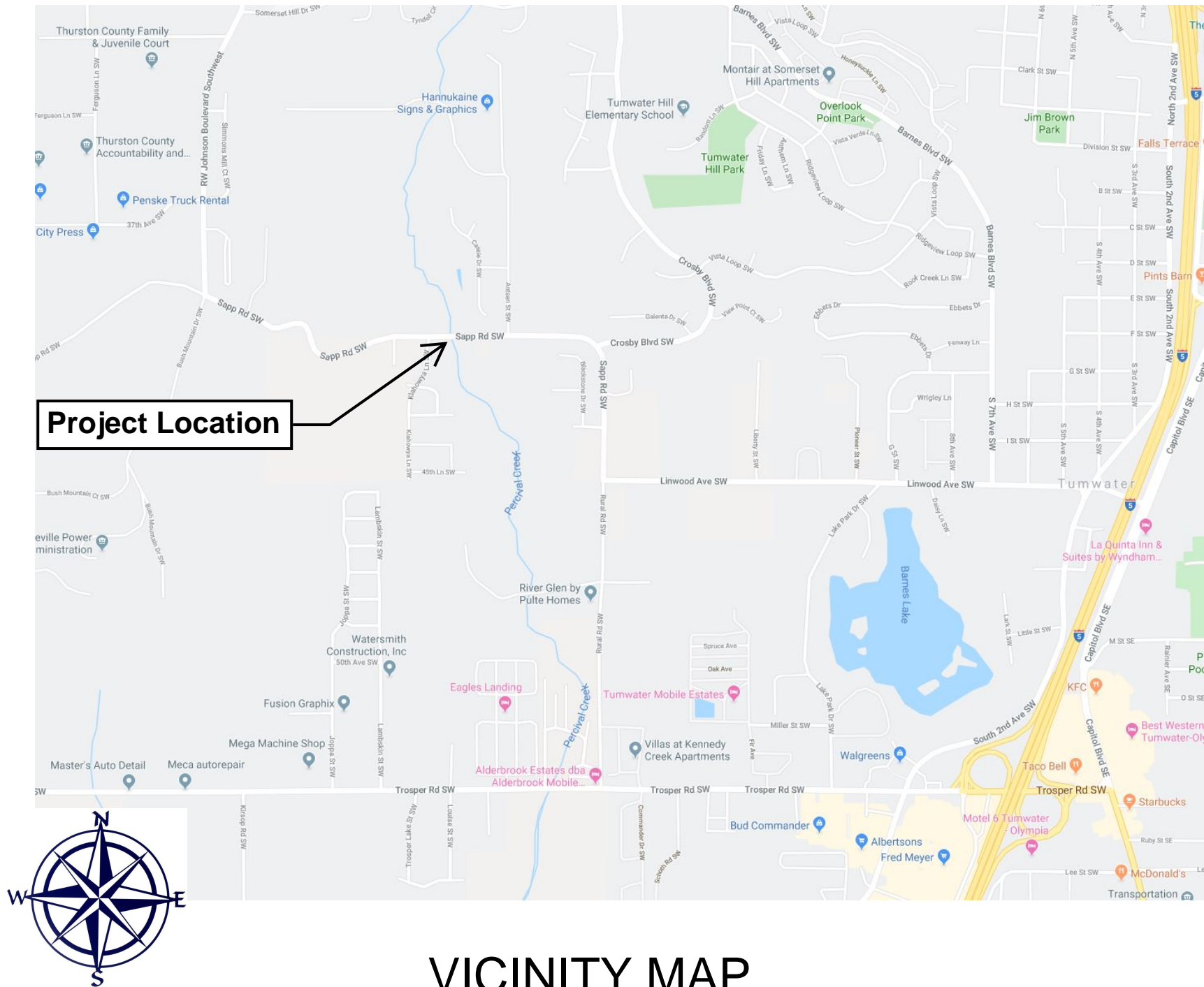
Item 6d.		D TABULATION SHEET (Page 2 of 2)													Bid Opening		8/14/2025
Percival Creek Fish Passage Barrier Removal																	
F.A. No. PROTECT-5210(003)																	
				Engineer's Estimate		BID #1		BID #2		BID #3		BID #4		BID #5			
				Active Construction, Inc.		CR Construction LLC		Miles Resources, LLC.		Rodarte Construction, Inc.		Midway Underground, LLC.					
ITEM	Schedule A	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL		
51 A	Ductile Iron Pipe for Water Main 12 In. Diam.	120	L.F.	\$ 200.00	\$ 24,000.00	\$ 124.00	\$ 14,880.00	\$ 205.00	\$ 24,600.00	\$ 205.00	\$ 24,600.00	\$ 165.00	\$ 19,800.00	\$ 270.00	\$ 32,400.00		
52 A	Conduit Pipe 4 In. Diam.	240	L.F.	\$ 40.00	\$ 9,600.00	\$ 23.00	\$ 5,520.00	\$ 49.50	\$ 11,880.00	\$ 30.00	\$ 7,200.00	\$ 35.00	\$ 8,400.00	\$ 78.00	\$ 18,720.00		
53 A	Gate Valve 6 In.	6	EACH	\$ 2,000.00	\$ 12,000.00	\$ 2,450.00	\$ 14,700.00	\$ 1,752.00	\$ 10,512.00	\$ 2,880.00	\$ 17,280.00	\$ 2,000.00	\$ 12,000.00	\$ 2,900.00	\$ 17,400.00		
54 A	Gate Valve 8 In.	4	EACH	\$ 2,500.00	\$ 10,000.00	\$ 3,200.00	\$ 12,800.00	\$ 2,325.00	\$ 9,300.00	\$ 3,700.00	\$ 14,800.00	\$ 3,000.00	\$ 12,000.00	\$ 3,900.00	\$ 15,600.00		
55 A	Gate Valve 12 In.	2	EACH	\$ 5,000.00	\$ 10,000.00	\$ 5,500.00	\$ 11,000.00	\$ 4,111.00	\$ 8,222.00	\$ 5,800.00	\$ 11,600.00	\$ 5,000.00	\$ 10,000.00	\$ 6,500.00	\$ 13,000.00		
56 A	Solid Wall PVC Sanitary Sewer Pipe 6 In. Diam. (Force Main)	120	L.F.	\$ 80.00	\$ 9,600.00	\$ 49.00	\$ 5,880.00	\$ 136.00	\$ 16,320.00	\$ 115.00	\$ 13,800.00	\$ 50.00	\$ 6,000.00	\$ 163.00	\$ 19,560.00		
57 A	Solid Wall PVC Sanitary Sewer Pipe 10 In. Diam. (Gravity Main)	120	L.F.	\$ 150.00	\$ 18,000.00	\$ 80.00	\$ 9,600.00	\$ 138.00	\$ 16,560.00	\$ 120.00	\$ 14,400.00	\$ 55.00	\$ 6,600.00	\$ 185.00	\$ 22,200.00		
58 A	Bypass Pumping	1	L.S.	\$ 30,000.00	\$ 30,000.00	\$ 29,000.00	\$ 29,000.00	\$ 96,660.00	\$ 96,660.00	\$ 43,000.00	\$ 43,000.00	\$ 65,000.00	\$ 65,000.00	\$ 78,000.00	\$ 78,000.00		
59 A	Erosion Control and Water Pollution Prevention	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 21,000.00	\$ 21,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,375.00	\$ 8,375.00	\$ 12,000.00	\$ 12,000.00	\$ 12,600.00	\$ 12,600.00		
60 A	Erosion/Water Pollution Control	1	EST.	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		
61 A	High Visibility Fence	380	L.F.	\$ 4.00	\$ 1,520.00	\$ 4.20	\$ 1,596.00	\$ 7.00	\$ 2,660.00	\$ 5.00	\$ 1,900.00	\$ 7.00	\$ 2,660.00	\$ 6.00	\$ 2,280.00		
62 A	High Visibility Silt Fence	500	L.F.	\$ 5.00	\$ 2,500.00	\$ 6.35	\$ 3,175.00	\$ 8.00	\$ 4,000.00	\$ 6.50	\$ 3,250.00	\$ 7.00	\$ 3,500.00	\$ 8.00	\$ 4,000.00		
63 A	Seeding, Fertilizing, and Mulching - Site Roadside	0.25	ACRE	\$ 15,000.00	\$ 3,750.00	\$ 6,100.00	\$ 1,525.00	\$ 12,000.00	\$ 3,000.00	\$ 15,900.00	\$ 3,975.00	\$ 11,000.00	\$ 2,750.00	\$ 8,040.00	\$ 2,010.00		
64 A	Seeding, Fertilizing, and Mulching - Site Creek	0.08	ACRE	\$ 15,000.00	\$ 1,200.00	\$ 12,633.00	\$ 1,010.64	\$ 12,000.00	\$ 960.00	\$ 12,000.00	\$ 960.00	\$ 11,000.00	\$ 880.00	\$ 16,650.00	\$ 1,332.00		
65 A	Topsoil Type A	580	C.Y.	\$ 40.00	\$ 23,200.00	\$ 45.00	\$ 26,100.00	\$ 75.00	\$ 43,500.00	\$ 84.00	\$ 48,720.00	\$ 56.00	\$ 32,480.00	\$ 59.50	\$ 34,510.00		
66 A	Fine Compost	231	S.Y.	\$ 55.00	\$ 12,705.00	\$ 5.25	\$ 1,212.75	\$ 30.00	\$ 6,930.00	\$ 10.00	\$ 2,310.00	\$ 7.00	\$ 1,617.00	\$ 6.90	\$ 1,593.90		
67 A	Bark or Wood Chip Mulch	231	S.Y.	\$ 20.00	\$ 4,620.00	\$ 5.25	\$ 1,212.75	\$ 25.00	\$ 5,775.00	\$ 9.00	\$ 2,079.00	\$ 7.00	\$ 1,617.00	\$ 6.90	\$ 1,593.90		
68 A	Psipe, Capinus Betelus "Fastigiata"	2	EACH	\$ 700.00	\$ 1,400.00	\$ 150.00	\$ 300.00	\$ 25.00	\$ 50.00	\$ 45.00	\$ 90.00	\$ 20.00	\$ 40.00	\$ 198.00	\$ 396.00		
69 A	Psipe, Tilia Americana "Redmond"	1	EACH	\$ 450.00	\$ 450.00	\$ 150.00	\$ 150.00	\$ 25.00	\$ 25.00	\$ 45.00	\$ 45.00	\$ 20.00	\$ 20.00	\$ 198.00	\$ 198.00		
70 A	Psipe, Thuja Occidentalis "American Pillar"	20	EACH	\$ 450.00	\$ 9,000.00	\$ 65.00	\$ 1,300.00	\$ 32.00	\$ 640.00	\$ 160.00	\$ 3,200.00	\$ 28.00	\$ 560.00	\$ 86.00	\$ 1,720.00		
71 A	Psipe, Riparian Tree Mix	13	EACH	\$ 55.00	\$ 715.00	\$ 35.00	\$ 455.00	\$ 25.00	\$ 325.00	\$ 95.00	\$ 1,235.00	\$ 20.00	\$ 260.00	\$ 46.00	\$ 598.00		
72 A	Psipe, Riparian Shrub Mix	120	EACH	\$ 25.00	\$ 3,000.00	\$ 18.00	\$ 2,160.00	\$ 18.00	\$ 2,160.00	\$ 29.00	\$ 3,480.00	\$ 15.00	\$ 1,800.00	\$ 24.00	\$ 2,880.00		
73 A	Psipe, Live Stake Mix	465	EACH	\$ 15.00	\$ 6,975.00	\$ 14.00	\$ 6,510.00	\$ 15.00	\$ 6,975.00	\$ 7.00	\$ 3,255.00	\$ 11.00	\$ 5,115.00	\$ 18.00	\$ 8,370.00		
74 A	Cement Conc. Traffic Curb and Gutter	785	L.F.	\$ 50.00	\$ 39,250.00	\$ 38.00	\$ 29,830.00	\$ 55.00	\$ 43,175.00	\$ 44.00	\$ 34,540.00	\$ 60.00	\$ 47,100.00	\$ 44.00	\$ 34,540.00		
75 A	Raised Pavement Marker Type 1	1.04	HUND.	\$ 525.00	\$ 546.00	\$ 1,400.00	\$ 1,456.00	\$ 1,500.00	\$ 1,560.00	\$ 1,550.00	\$ 1,612.00	\$ 850.00	\$ 884.00	\$ 1,880.00	\$ 1,955.20		
76 A	Raised Pavement Marker Type 2	0.36	HUND.	\$ 1,000.00	\$ 360.00	\$ 1,650.00	\$ 594.00	\$ 1,500.00	\$ 540.00	\$ 1,850.00	\$ 666.00	\$ 1,100.00	\$ 396.00	\$ 2,240.00	\$ 806.40		
77 A	Coated Chain Link Fence Type 3	310	L.F.	\$ 120.00	\$ 37,200.00	\$ 59.00	\$ 18,290.00	\$ 60.00	\$ 18,600.00	\$ 65.00	\$ 20,150.00	\$ 70.00	\$ 21,700.00	\$ 79.00	\$ 24,490.00		
78 A	Temporary Construction Fence	85	L.F.	\$ 10.00	\$ 850.00	\$ 20.00	\$ 1,700.00	\$ 20.00	\$ 1,700.00	\$ 6.00	\$ 510.00	\$ 15.00	\$ 1,275.00	\$ 13.00	\$ 1,105.00		
79 A	Quarry Spalls	75	TON	\$ 60.00	\$ 4,500.00	\$ 92.00	\$ 6,900.00	\$ 138.00	\$ 10,350.00	\$ 55.00	\$ 4,125.00	\$ 100.00	\$ 7,500.00	\$ 70.00	\$ 5,250.00		
80 A	Adjust Junction Box	3	EACH	\$ 500.00	\$ 1,500.00	\$ 928.00	\$ 2,784.00	\$ 350.00	\$ 1,050.00	\$ 1,185.00	\$ 3,555.00	\$ 1,500.00	\$ 4,500.00	\$ 780.00	\$ 2,340.00		
81 A	Permanent Signing	1	L.S.	\$ 1,200.00	\$ 1,200.00	\$ 2,700.00	\$ 2,700.00	\$ 5,000.00	\$ 5,000.00	\$ 3,275.00	\$ 3,275.00	\$ 3,000.00	\$ 3,000.00	\$ 6,400.00	\$ 6,400.00		
82 A	Permanent Type 2 Barricade	2	EACH	\$ 2,000.00	\$ 4,000.00	\$ 600.00	\$ 1,200.00	\$ 500.00	\$ 1,000.00	\$ 1,095.00	\$ 2,190.00	\$ 1,200.00	\$ 2,400.00	\$ 3,000.00	\$ 6,000.00		
83 A	Paint Line	629	L.F.	\$ 2.00	\$ 1,258.00	\$ 1.40	\$ 880.60	\$ 8.00	\$ 5,032.00	\$ 2.00	\$ 1,258.00	\$ 5.00	\$ 3,145.00	\$ 1.90	\$ 1,195.10		
84 A	Streambed Sediment	260	TON	\$ 60.00	\$ 15,600.00	\$ 57.00	\$ 14,820.00	\$ 115.00	\$ 29,900.00	\$ 84.00	\$ 21,840.00	\$ 85.00	\$ 22,100.00	\$ 105.00	\$ 27,300.00		
85 A	Streambed Cobbles 6 In.	210	TON	\$ 110.00	\$ 23,100.00	\$ 92.00	\$ 19,320.00	\$ 145.00	\$ 30,450.00	\$ 90.00	\$ 18,900.00	\$ 90.00	\$ 18,900.00	\$ 138.00	\$ 28,980.00		
86 A	Streambed Cobbles 8 In.	80	TON	\$ 121.00	\$ 9,680.00	\$ 92.00	\$ 7,360.00	\$ 169.00	\$ 13,520.00	\$ 93.00	\$ 7,440.00	\$ 90.00	\$ 7,200.00	\$ 138.00	\$ 11,040.00		
87 A	Streambed Sand	50	TON	\$ 143.00	\$ 7,150.00	\$ 63.00	\$ 3,150.00	\$ 132.00	\$ 6,600.00	\$ 85.00	\$ 4,250.00	\$ 80.00	\$ 4,000.00	\$ 97.00	\$ 4,850.00		
88 A	Temporary Stream Diversion	1	L.S.	\$ 83,000.00	\$ 83,000.00	\$ 68,000.00	\$ 68,000.00	\$ 150,000.00	\$ 150,000.00	\$ 70,500.00	\$ 70,500.00	\$ 90,000.00	\$ 90,000.00	\$ 134,400.00	\$ 134,400.00		
89 A	Fish Exclusion	1	L.S.	\$ 20,000.00	\$ 20,000.00	\$ 7,300.00	\$ 7,300.00	\$ 2,500.00	\$ 2,500.00	\$ 13,150.00	\$ 13,150.00	\$ 20,000.00	\$ 20,000.00	\$ 49,030.00	\$ 49,030.00		
90 A	Woody Material - Log with Rootwad DBH 12-Inch	12	EACH	\$ 1,200.00	\$ 14,400.00	\$ 1,500.00	\$ 18,000.00	\$ 5,600.00	\$ 67,200.00	\$ 1,425.00	\$ 17,100.00	\$ 700.00	\$ 8,400.00	\$ 3,030.00	\$ 36,360.00		
91 A	Woody Material - Log with RootwadDBH 24-Inch	5	EACH	\$ 2,000.00	\$ 10,000.00	\$ 4,250.00	\$ 21,250.00	\$ 7,500.00	\$ 37,500.00	\$ 1,915.00	\$ 9,575.00	\$ 1,600.00	\$ 8,000.00	\$ 3,400.00	\$ 17,000.00		
92 A	Streambed Type 2 Boulder Anchor	12	EACH	\$ 1,100.00	\$ 13,200.00	\$ 250.00	\$ 3,000.00	\$ 2,500.00	\$ 30,000.00	\$ 3,450.00	\$ 41,400.00	\$ 1,100.00	\$ 13,200.00	\$ 760.00	\$ 9,120.00		
93 A	Streambed Type 3 Boulder Anchor	8	EACH	\$ 1,500.00	\$ 12,000.00	\$ 285.00	\$ 2,280.00	\$ 4,500.00	\$ 36,000.00	\$ 3,550.00	\$ 28,400.00	\$ 1,100.00	\$ 8,800.00	\$ 760.00	\$ 6,080.00		
Schedule A Sales Tax at 0% Rule 171				Schedule A Total		\$ 2,257,529.00		\$ 1,930,930.00		\$ 2,251,640.00		\$ 2,337,688.00		\$ 2,697,039.00		\$ 2,894,070.50	

Note: Red text identifies math errors that have been corrected by the City



THE CITY HAS COMPLETED ITS REVIEW OF ALL BIDS
AND HAS DETERMINED THAT EACH BID IS BALANCED

08/20/2025



VICINITY MAP

TO: City Council
 FROM: Ryan Blaser, Engineer III
 DATE: September 2, 2025
 SUBJECT: Local Agency Agreement and Project Prospectus with Washington State Department of Transportation for the Somerset Hill Fish Passage Barrier Removal

1) Recommended Action:

Authorize the Mayor to sign the Somerset Hill Passage Barrier Removal Project Prospectus; and the Transportation and Engineering Director to sign the Local Agency Agreement and Project Prospectus.

2) Background:

This project approval request was included on the consent calendar for approval at the June 3rd City Council meeting. Although these are the same items, the version of the item that will be presented at the September 2, 2025 Council is a revised version. WSDOT requested we make several changes to the funding amounts on the Project Prospectus and Local Agency Agreement.

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.

The purpose of these funding documents is to request that 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 \$4,297,500.

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	
Federal Aid Project Number				DUNS Number	03-851-7355
Local Agency Project Number		(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.	\$642,500	\$42,500	\$600,000	Month 9	Year 2025
R/W	\$0	\$0	\$0	N/A	
Const.	\$3,655,000	\$255,000	\$3,400,000	5	2028
Total	\$4,297,500	\$297,500	\$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
----------------------------	-------------------------------------------------------------	------

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 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	25 MPH	
Design Speed	25 MPH	
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
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Right of Way

<input checked="" type="checkbox"/> No Right of Way Needed * All construction required by the contract can be accomplished within the existing right of way.	<input type="checkbox"/> Right of Way Needed <input type="checkbox"/> No Relocation <input type="checkbox"/> Relocation Required
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Utilities

<input type="checkbox"/> No utility work required <input type="checkbox"/> All utility work will be completed prior to the start of the construction contract <input checked="" type="checkbox"/> All utility work will be completed in coordination with the construction contract

Railroad

<input checked="" type="checkbox"/> No railroad work required <input type="checkbox"/> All railroad work will be completed prior to the start of the construction contract <input type="checkbox"/> 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	1000		1000
100 %	b. Other Consultant	599000		599000
Federal Aid	c. Other Eligible Non-Funded	38500	38500	
Participation	d. State Services	4000	4000	
Ratio(s) for PE	e. Total PE Cost Estimate	642500	42500	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			
100 %	l. Other			
Federal Aid	m. Other			
Participation	n. Other			
Ratio(s) for CN	o. Agency			
	p. State Services			
	q. Total CN Cost Estimate	0	0	0
	r. Total Project Cost Estimate	642500	42500	600000

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: Lisa Parks, City Administrator
 DATE: September 2, 2025
 SUBJECT: Ordinance No. O2025-012 Creating a Communications Department

1) Recommended Action:

Adopt Ordinance No. O2025-012 Creating a Communications Department.

This ordinance was recommended for adoption under considerations by the Budget and Finance Committee at their July 25, 2025 meeting.

2) Background:

This proposal is intended to acknowledge and respond to the growing and evolving needs of the City of Tumwater related to communications and outreach to our community. There has been an evolution in the role of the communications team over the past several years, and moving to establish a communications department is a next logical step toward meeting the needs and expectations of our community. To create a new communications department, the ordinance establishes and authorizes three specific items:

- It creates the department (TMC 2.06.010);
- It creates a department director (TMC 2.10.010 and 2.10.120);
- It adds the communications department to the list of duties assigned to the City Administrator (TMC 2.10.020).

The purpose for creating the new department at this time is to more effectively communicate with and respond to the growing and changing needs and expectations of our community. Some of the specific benefits include the following:

- It emphasizes the importance the City places on communication and transparency about city governance and operations;
- It recognizes the evolution of the communications function in the organization, including working collaboratively to align and amplify communication protocols, strategies and standards cross-departmentally;
- It acknowledges the expanded role of the communications team in enhancing our overall public relations work, including engagement at regional events and with key constituent groups, and enhanced social media efforts;
- It clarifies that the Communications Director is an official spokesperson and voice of the City with the media and in various community engagement settings.
- It recognizes communications and community engagement are significant components in developing strategic alignment and approaches to various issues, as well as being a mission critical function in the overall operation and administration of the organization.

To implement this change, the current recommendation is to move the Communications Manager into the Communications Director position, with a commensurate increase in salary and execution of an employment agreement using the template recently approved by Council.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

- ☐ Modify the Ordinance.
 - ☐ Choose not to create a Communications Department.
-

5) Fiscal Notes:

The only fiscal impact of this action is an adjustment to the salary of the Communications Manager. As Communications Director, this position would be placed in the City's salary grade system at Grade 41, which is consistent with most other Director positions. The maximum potential increase in salary associated with this adjustment would be less than \$50,000 for the biennium, which is within the existing budgeted capacity for salaries and benefits in the General Fund.

6) Attachments:

A: Ordinance No. O2025-012

ORDINANCE NO. O2025-012

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending chapters 2.06 and 2.10 of the Tumwater Municipal Code relating to administration and personnel to create a new department to be entitled the communications department as more particularly described herein.

WHEREAS, The City Council's adopted strategic priorities include to sustain a great organization and to attract, retain, and promote a talented and diverse workforce; and

WHEREAS, The City Council finds it is in the best interests of the City to restructure existing departments by creating a separate communications department;

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

Section 1. Section 2.06.010 of the Tumwater Municipal Code is hereby amended to read as follows:

2.06.010 Departments created.

There are hereby created and established the following departments in the city: police department; fire department; finance department; community development department; transportation and engineering department; water resources and sustainability department; administrative services department; city attorney's office; parks and recreation department; information technology department; communications department; and executive department. References to the public works department shall mean transportation and engineering department or water resources and sustainability department as appropriate. Additional departments may be created from time to time by ordinance with proper budgetary approval.

(Ord. O2024-010, Amended, 11/19/2024; Ord. O2020-021, Amended, 08/04/2020; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Added, 10/15/1996)

Section 2. Section 2.10.010, of the Tumwater Municipal Code, officers designated, is hereby amended as follows:

2.10.010 Designated.

The officers of the city, besides the mayor and councilmembers, shall be as follows: a city administrator, an assistant city administrator, a city attorney, a chief of police, a fire chief, a finance director, a transportation and engineering director, a

water resources and sustainability director, a community development director, a parks and recreation director, an information technology director, a communications director, and an administrative services director. References to the public works director shall mean the transportation and engineering director or the water resources and sustainability director as appropriate. Additional offices and employment shall be created in the budgetary process as necessary.

(Ord. O2024-010, Amended, 11/19/2024; Ord. O2020-021, Amended, 08/04/2020; Ord. O2017-009, Amended, 04/04/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Added, 10/15/1996)

Section 3. Section 2.10.020, of the Tumwater Municipal Code, city administrator appointment/duties, is hereby amended as follows:

2.10.020 City administrator appointment/duties.

A. There is created the position of city administrator, which shall be appointed by the mayor in accordance with the law, shall be subject to confirmation by a majority vote of the city council, with such compensation payable to such city administrator as established in each annual budget.

B. Consistent with the mayor's authority as set forth in TMC 2.08.010, the city administrator shall coordinate all departments and directly supervise the assistant city administrator, finance director, public works director, community development director, fire chief, police chief, parks and recreation director, administrative services director, city attorney, information technology director, communications director, and others as required. The city administrator shall perform such other duties as may be determined from time to time by the mayor and/or city council.

(Ord. O2024-010, Amended, 11/19/2024; Ord. O2017-009, Amended, 04/04/2017; Ord. O2011-002, Amended, 03/01/2011; Ord. O2008-007, Amended, 02/05/2008; Ord. O2003-039, Amended, 11/03/2003; Ord. O2000-002, Amended, 01/18/2000; Ord. O96-030, Amended, 10/15/1996; Ord. 995, Added, 04/03/1984)

Section 4. A new section, Section 2.10.120, communications director appointment/duties, is hereby added to the Tumwater Municipal Code as follows:

2.10.120 Communications director appointment/duties.

A. There is created the position of communications director for the city. The communications director shall be appointed by the mayor with such compensation payable to the director as established in the city budget.

B. The communications director shall have charge of the communications department services and employees and shall perform those duties and have such responsibilities as are prescribed by law and as may be determined from time to time by the city administrator and/or mayor.

Section 5. 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 6. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 7. 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 8. 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: _____

Ordinance No. O2025-012 - Page 3 of 3

TO: City Council
FROM: Jason Wettstein, Communications Manager
DATE: September 2, 2025
SUBJECT: Resolution No. R2025-012, Purple Heart City Designation

1) Recommended Action:

Adopt Resolution R2025-012, Purple Heart City Designation.

This resolution was recommended for consideration by City Council at their August 26, 2025, Work Session.

2) Background:

Staff, the Mayor, and Councilmembers have supported adoption of a 2025 resolution designating Tumwater as a Purple Heart City. As City Council heard on July 15 and on August 26, the national and regional Order of the Purple Heart and local constituents welcome this designation, and we have met recommended steps, including a Mayor's proclamation and inviting the public to express their perspectives on this designation.

Thurston County has a vibrant and growing veteran and military community. This designation is a step in support of the City's efforts to encourage community belonging.

3) Policy Support:

This action supports the strategic priority of building a community recognized for quality, compassion, and humanity

4) Alternatives:

- ☐ Suggest changes to the resolution draft presented
 - ☐ Reject the resolution
 - ☐ Adopt the resolution
-

5) Fiscal Notes:

There will be small investments in time and resources to create and purchase signage.

6) Attachments:

A. R2025-012 Purple Heart City Designation

RESOLUTION NO. R2025-012

A RESOLUTION of the City Council of the City of Tumwater, Washington, designating Tumwater as a Purple Heart City.

WHEREAS, the City of Tumwater is deeply supportive of its military veteran population; and

WHEREAS, the Purple Heart is the oldest military decoration in present use and was initially created as the Badge of Military Merit by General George Washington in 1782; and

WHEREAS, the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among combat-wounded veterans and their families, to promote patriotism, support better governance on behalf of veterans and their families, and most important, make sure we never forget; and

WHEREAS, the City wishes to honor the bravery and sacrifice of military personnel who have been wounded or killed in action; and

WHEREAS, the City aims to raise awareness of the heroism of our service members and their families; and support the growing population of veterans in our community, including those who served with honor and made sacrifices beyond what most people will ever understand; and

WHEREAS, Tumwater recognizes these sacrifices made in support of our freedoms by recipients of the Purple Heart on the local, state, and national level, and wishes to solemnly acknowledge veterans for their courage and show them the honor and support they have earned;

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

Section 1. Designation. The City Council of the City of Tumwater hereby designates the City of Tumwater as a Purple Heart City.

Section 2. Implementation. With the support of, and in cooperation with, representatives of the national and regional Purple Heart chapters, the City of Tumwater will work proactively to show appreciation for the sacrifices Purple Heart recipients have made in defending our freedoms, to acknowledge their courage, and to show them the respect they have earned.

Tumwater will demonstrate this commitment by an annual recognition of National Purple Heart Day on each August 7th, and establishing signage in the city to indicate the pride Tumwater takes in acknowledging heroes who have earned the Purple Heart, as well as the growing population of veterans in the community.

The City of Tumwater will review and, where necessary, revise its policies, procedures, and practices in accordance with the intention of welcoming and acknowledging the service of veterans,

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

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

Section 5. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ____ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney