



**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, May 06, 2025  
7:00 PM**

- 1. Call to Order**
- 2. Roll Call**
- 3. Flag Salute**
- 4. Special Items:**
  - [a.](#) Proclamation: Bike Month, May 2025
  - [b.](#) Proclamation: 56th Municipal Clerk's Week, May 4-10, 2025
  - [c.](#) Proclamation: Emergency Medical Services Week, May 18-24, 2025
  - [d.](#) Joint Animal Services Update by Sarah Hock, Executive Director
- 5. Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
- 6. Consent Calendar:**
  - [a.](#) Approval of Minutes: City Council Work Session, March 25, 2025
  - [b.](#) Approval of Minutes: City Council, April 15, 2025
  - [c.](#) Approval of Minutes: City Council Special Joint Port of Olympia, April 29, 2025
  - [d.](#) Payment of Vouchers (Finance Department)
  - [e.](#) Grant Agreement Amendment No. 1 with Washington Recreation & Conservation Office for the Percival Creek Project (Public Works Committee)
  - [f.](#) Award of Bid for 2025 Pavement Maintenance project, with Lakeside Industries (Public Works Committee)
  - [g.](#) Ansten Sewer Project, Contract Award, with A&D Enterprises, LLC (Public Works Committee)
- 7. Council Considerations:**
  - [a.](#) Ordinance No. O2025-003, Planning Commission Composition (General Government Committee)
  - [b.](#) 93rd Avenue SW and Case Road SW 10 Percent Annexation Petitions (TUM-25-0128) (Community Development 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 848 2124 8483 and Passcode 704147.

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Call (253) 215-8782, listen for the prompts and enter the Webinar ID 848 2124 8483 and Passcode 704147.

**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\\_fblW57pcSF6dhZ62waPggA](https://us02web.zoom.us/webinar/register/WN_fblW57pcSF6dhZ62waPggA)

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

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

**Post Meeting**

Video 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](mailto: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*, bicycling is one of the most energy-efficient forms of transportation ever invented, and is a mode of transportation well suited to urban environments where trips are short in length and overly congested roads are difficult and costly to expand; and

*Whereas*, transportation accounts for about half of carbon dioxide emissions from fossil fuel in Washington State, which adds to the problem of climate change; and

*Whereas*, bicycle commuting reduces energy consumption, pollution, and congestion; and

*Whereas*, bicycling makes people healthier and more productive, prevents chronic diseases through physical activity, improves cardiovascular health, reduces stress, and supports physical, emotional and mental well-being; and

*Whereas*, the national non-profit bicycling safety and education association, the League of American Bicyclists, has declared the month of May to be National Bike Month for each of the last sixty-eight (68) years, and has done so again in 2025; and

*Whereas*, the City of Tumwater supports healthier alternatives to inefficient drive-alone trips, particularly for travel around the city, by building bicycle facilities, and participating in the Wheel Options commute trip reduction campaign; and

*Whereas*, Intercity Transit, with many sponsors including local and regional businesses and organizations, is hosting the 38<sup>th</sup> Annual Bicycle Community Challenge during the month of May 2025.

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

*May 2025*  
*Bicycle Month*

in the City of Tumwater, and in recognition of National Bike Month and Clean Air Month, I encourage all residents to put forth their best effort to reduce single-occupant motor vehicle trips to reduce air pollution, energy consumption and traffic congestion.

Signed in the City of Tumwater, Washington, and recognized on this 6<sup>th</sup> day of May, two thousand twenty-five.



*Debbie Sullivan*  
Debbie Sullivan  
Mayor

# Proclamation

*WHEREAS*, The Office of the Municipal Clerk, a time honored and vital part of local government, exists throughout the world, and is among the oldest public servants; and

*WHEREAS*, The Municipal Clerks Week was initiated in 1969 by the International Institute of Municipal Clerks (IIMC) and endorsed by all of its members throughout the United States, Canada and 15 other countries. In 1984 and 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed Proclamations officially declaring Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government; and

*WHEREAS*, IIMC is pleased to announce the 56<sup>th</sup> Annual Municipal Clerks Week May 4 through May 10, 2025; and

*WHEREAS*, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and serves as the information center on functions of local government and community; and

*WHEREAS*, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

*WHEREAS*, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations; and

*WHEREAS*, the City of Tumwater benefits from the dedicated public service of those who perform the vital functions of Municipal Clerk, including: City Clerk Melody Valiant, Deputy City Clerk Tracie Core and several staff members who serve as liaisons to City boards, commissions and committees.

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

*May 4- 10, 2025*

*Municipal Clerks Week*

and, I call upon the people of the City of Tumwater to celebrate all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent;

Signed in the City of Tumwater, Washington, and recognized on this 6<sup>th</sup> day of May in the year two thousand twenty-five.



*Debbie Sullivan*

*Debbie Sullivan*  
*Mayor*



# Proclamation

*WHEREAS*, emergency medical services is a vital public service that provides lifesaving and supporting care to the people of Tumwater 24-hours a day, seven days a week; and

*WHEREAS*, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

*WHEREAS*, the emergency medical services teams consist of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public and other out of hospital medical care providers; and

*WHEREAS*, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

*WHEREAS*, the people of the City of Tumwater recognized the need for and initiated a county-wide emergency medical services system since 1974. Emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

*WHEREAS*, it is appropriate to recognize, honor, and promote the value of the accomplishments of emergency medical services providers and the Thurston County Medic One/Emergency Medical Services System by designating Emergency Medical Services Week.

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

*May 18-24, 2025*

*Emergency Medical Services Week*

in the City of Tumwater, and I encourage all people to join in this observance to recognize those who give so much of themselves and consistently rise to the challenge for the safety and health of others.

Signed in the City of Tumwater, Washington, this 6<sup>th</sup> day of May in the year, two thousand twenty-five.



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

*Debbie Sullivan*  
*Mayor*

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
MARCH 25, 2025 Page 1**

**CONVENE:** 6:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Administrator Kelly Adams, Finance Department Director Troy Niemeyer, Fire Chief Brian Hurley, Community Development Department Director Michael Matlock, Acting Police Chief Jay Mason, IT Department Director Lance Inman, Water Resources and Sustainability Department Director Dan Smith, Parks and Recreation Department Director Chuck Denney, Recreation Manager Todd Anderson, Communications Manager Jason Wettstein, and Deputy City Clerk Tracie Core.

**RESOLUTION NO.  
R2025-007, COMMUTE  
TRIP REDUCTION  
PLAN UPDATE:**

Veronica Jarvis, Thurston Regional Planning Council (TRPC), briefed the Council on the update of the Commute Trip Reduction (CTR) Plan.

The CTR Program was established in 1991 by the state as part of the Clean Air Act to reduce congestion, air pollution, and fuel consumption. Large employers of 100 or more employees commuting during peak hours are required to develop strategies to promote sustainable commuting. All state agencies in the region are affected by the CTR Program.

Affected work sites encourage biking, walking, carpooling, and teleworking. Each work site has an assigned Employee Transportation Coordinator to coordinate the local CTR Program and tailor options based on the work site. The coordinator serves as a primary point of contact, coordinates a bi-annual survey, and completes program reporting.

The City adopted an ordinance as required by state law in support of the CTR Program.

Following the pandemic, a survey was completed with some questions revised to reflect the current work environment. Ms. Jarvis reviewed the survey results for Tumwater employees. Tumwater has always achieved a high carpooling rate that declined since the advent of teleworking in response to the pandemic. Approximately 35% of all participants in the region responding to the survey drive alone to work, which reflects a reduction from previous surveys.

The program also provides information on greenhouse gas emissions that is shared with City staff to assist the City in tracking its sustainability metrics for the City.

**TUMWATER CITY COUNCIL WORK SESSION**  
**MINUTES OF VIRTUAL MEETING**  
**MARCH 25, 2025 Page 2**

Updates to the CTR local plan are required every four years. The state has granted several extensions. This update provides an opportunity to engage and collaborate on other City plans and integrates CTR into other planning documents of the City. The update process consulted with transit agencies, major employers, and other interested parties through comprehensive outreach over the summer of 2024.

Another element of the plan considers City projects included in the Transportation Plan that improves transportation options for commuters. Some projects are the Deschutes Valley Trail, Mottman Road Improvements, multimodal improvements, traffic calming projects, 2<sup>nd</sup> Avenue Pedestrian Improvements, Rural Road Shoulder Project, and Israel Road and Linderson Way Bike Pedestrian Improvements.

Councilmember Dahlhoff asked how the program tracks state agency moves and consolidations to provide more opportunities or choices to employees. Ms. Jarvis said she previously was employed with the Office of Financial Management (OFM) and worked in collaboration with the agency's facility planning group. Opportunities are available for collaboration between local governments and state agencies. One of the requirements of the CTR law for the Thurston region requires entities to notify the CTR Program if any work site moves. OFM leads the state's efforts to maximize state office space. The CTR Program offers support to employees to commute to work in sustainable ways.

Ms. Jarvis responded to questions regarding vanpooling. Many employees are vanpooling. With the advent of more return to work orders, Intercity Transit has provided some flexibility and offers a daily vanpool rate affording the opportunity to vary vanpool days.

Ms. Jarvis said the most difficult aspect of attracting participation in CTR is the ease of driving. Consequently, other alternative forms of transportation can often be more difficult. Promotions are offered to provide opportunities for employees to try another mode of travel. Employee Transportation Coordinators at each work site are responsible for informing new employees about the CTR Program and options for commuting to work. TRPC provides updates to all coordinators on upcoming presentations, the annual Bicycle Commuter Challenge, and any new transit connections. As many employees are commuting less, many inquiries are about options for traveling to Seattle for a day for a sports event, concert, or shopping. The program offers assistance for planning trips.

City Administrator Parks advised that the proposed resolution is scheduled for the Consent Calendar at the April 1, 2025 Council meeting.

**TUMWATER CITY COUNCIL WORK SESSION**  
**MINUTES OF VIRTUAL MEETING**  
**MARCH 25, 2025 Page 3**

**SENIOR SERVICES FOR  
 SOUTH SOUND  
 PARTNERSHIP  
 PRESENTATION:**

City Administrator Parks explained that the next three agenda topics are interrelated in terms of themes and ongoing conversations. She acknowledged Brian Windrope for sharing information about the services provided by Senior Services for South Sound and the potential opportunity to collaborate with the organization to expand services.

Brian Windrope, Executive Director, Senior Services for South Sound, presented information on the organization. The mission of the organization has not changed over the years and focuses on improving the quality of life for people as they age. Senior Services for South Sound was established in 1973. The organization serves Thurston and Mason Counties. In many circumstances, people often underestimate the services provided by the organization. Senior Services sponsors the Meals on Wheels program and congregate meals (hot meals) offered in many jurisdictions in Thurston County and Shelton. The organization serves the rural areas of the counties as well as the larger jurisdictions. The organization provides transportation for seniors who have no transportation alternatives to medical appointments and other urgent appointments. Intercity Transit's Dial-A-Lift program does not serve everyone with Senior Services filling the gap. The organization is volunteer-driven and staffed with over 400 active volunteers.

Senior Services operates the Olympia and Lacey Senior Centers. The Olympia Center space is shared with the Olympia Parks Department. The Olympia Center was built to serve seniors and the Parks Department and offers nutrition and other types of classes (fitness, academic, and art, etc.). The trips program offers local and other destination trips that are affordable. An inclusion program is offered for seniors with developmental disabilities to afford participation in activities at the Olympia Center.

The Virgil Clarkson Lacey Senior Center is named for former Lacey Mayor Virgil Clarkson. He promoted efforts to build a senior center in Lacey and pursued numerous sources of funding. The building was constructed primarily to serve only seniors. The building was expanded and requires further expansion. The center consistently serves over 100 people daily for lunch. Discussions are underway for a phase three expansion as the senior population in the City of Lacey continues to increase.

Senior Services provides nutrition services to seniors in Tumwater serving a daily hot lunch prepared in Olympia and provided at the Tumwater Senior Center. The organization also provides information on the Statewide Health Insurance Benefits Advisors (SHIBA), a statewide program by the Office of the Insurance Commissioner guiding seniors through their Medicare options. Senior Services provides Meals on Wheels to Tumwater seniors, transportation services and tours, and the

**TUMWATER CITY COUNCIL WORK SESSION**  
**MINUTES OF VIRTUAL MEETING**  
**MARCH 25, 2025 Page 4**

Home Share Program. Tumwater seniors frequently visit the Olympia Center for programming.

A new Tumwater Community Center would offer the ability to cook fresh hot meals on site with staff who are familiar with seniors in the community. Interconnections and relationships between seniors and staff are a major component of the service provided by Senior Services. The center could also include a welcoming and large lobby to host social time and other activities similar to the Olympia and Lacey Centers. The center could also host academic, fitness, and art classes, as well as support groups for seniors with Parkinson's disease, cancer survivors, and caregivers. It would be important to have a Brighter Days program within the center. The program helps people living with dementia, or other needs for supervised care, enjoy social interaction with others while providing respite for their in-home caregivers.

Mr. Windrope described the benefits of a multi-age center as it serves all age groups providing opportunities for intergenerational programming as well as intergenerational meals. An organization known as Grandpas United was formed after several grandfathers found themselves isolated and lonely. Together, they formed an intergenerational program offering volunteer opportunities for the benefit of young and old. Over the course of years of participating in the program, studies revealed brain size of the grandfathers had increased. The field of research around aging and social interaction is tremendous and important today.

Mr. Windrope presented space needs to consider at the new community center in support of Senior Services for South Sound:

- Dedicated commercial kitchen space with appropriate equipment to accommodate up to six employees/volunteers to prepare 1,000 meals each week
- A multi-purpose dining room for 100+ people as event space
- Comfortable and inviting lobby space for 50 or more individuals
- Multiple and flexible classroom spaces for up to 30 individuals
- Dedicated space for Brighter Days program for five days a week accommodating up to 20 people with associated office space and a restroom
- Several office spaces for nutrition and other activities.

Mr. Windrope shared information on the different partnership models with the City of Olympia and City of Lacey for each senior center. Senior Services believes in the potential of serving more seniors with high-quality offerings in the future as the City proceeds with construction of the new community center. He invited questions from the Council.

Councilmember Cathey shared her respective experience of taking

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
MARCH 25, 2025 Page 5**

advantage of lunch, donating items, or volunteering for the organization. She asked about the status of the organization's boutique. Mr. Windrope said the boutique is thriving and offers the best quality clothing at low cost. The boutique known as Budd Bay Bargains is located on the agency's second floor.

Councilmember Jefferson inquired about the status of rental assistance by the organization following their previous conversations about rental assistance services for seniors. Mr. Windrope said the rental assistance program continues to encounter funding struggles. However, the Home Share program is the lowest cost housing option for all age groups in Tumwater. The program collaborates with community homeowners to provide rooms for rent of approximately \$500 a month.

Mr. Windrope reported that approximately 55% of the organization's funding is from federal sources under the Older Americans Act passed in 1965 by President Johnson. The Act has continued to receive bipartisan support since 1965 and funds the nutrition program and the transportation program with donations filling the gap. The main challenge today is the concern about ongoing federal support for the organization, as well as for Social Security and Medicare. The stress of the current political environment is affecting both staff and seniors who are served. Today, the main challenge is increasing awareness of what the organization provides so more people can take advantage of services.

Mayor Sullivan thanked Mr. Windrope for attending and sharing information as the topic is important in terms of the needs of seniors in the City.

Councilmember Cathey commented on the benefits of the organization's pet assistance program. Mr. Windrope said Senior Services distributed \$75,000 last year to help seniors take care of pets.

**COMMUNITY CENTER  
DESIGN PROJECT  
UPDATE:**

City Administrator Parks reported that staff is working with the designers to ensure time is available to consider a partnership with Senior Services for integration within the design of the community center. The presentation in January forecasted a final recommendation to the Council in April. The consultant team is producing a revised scope of work to include additional time to develop additional programming alternatives as well as programming that would facilitate a partnership with Senior Services of South Sound, as well as including some ideas offered by several Councilmembers for the facility. Another pending decision is selecting the location of the center. The community center project requires additional time to ensure development of the right design for the center. In-depth conversations will be scheduled with the Council on programming alternatives and the site location to inform future decisions on the design.



**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
MARCH 25, 2025 Page 6**

Councilmember Althaus stressed the importance of ensuring the community center design considers activities and functions for all age groups as well as seniors.

Councilmember Dahloff recommended following up with the Boys and Girls Club and other youth venues to learn about needs to ensure a full spectrum of consideration in terms of facility space and needs.

Director Denney said staff is aware of each organization's programs and needs. The City funds the summer employment program through a stipend to the Boys and Girls Club and to Tumwater Fresh to enable youths to volunteer and learn different skills. Staff will follow up with the Boys and Girls Club about scheduling and the rates of participation.

Director Denney emphasized the public process the City has undertaken through community meetings and a community survey. The steering committee has been active in compiling the results of the meetings and the survey and working with staff and the consultant team on what the community center should include and what needs should be addressed. A major component of the facility will focus on revenue generation to support operational costs of the facility. Designing the center that incorporates multi-use space used differently throughout the day will be important because many of those spaces will charge rental fees.

**WSDOT  
HEADQUARTERS  
BUILDING UPDATE:**

City Administrator Parks reported the site of the Washington State Department of Transportation (WSDOT) Headquarters Building located off Capitol Boulevard is one of the City's brownfield redevelopment projects. The site is under consideration as a location for the new community center. However, the site is environmentally contaminated, which speaks to the cost and time to mitigate.

Last year, the City obtained an Integrated Planning Grant from the Washington State Department of Ecology funded by the state's Model Toxics Control Act (MTCA). The act funds and directs the investigation, cleanup, prevention, and redevelopment of sites that are contaminated by hazardous substances.

The grant amount was \$200,000 with no match requirements. Approximately 75% of the grant is allocated for site environmental investigations and 25% will be used for planning and implementation strategies. The City hired a consultant firm to complete the first phase of the environmental assessment comprised of researching historical documents, records, and photographs with no physical testing or on-the-ground investigation during the first phase of environmental assessment.

Phase 2 of the assessment uses the results of Phase 1 and performs

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
MARCH 25, 2025 Page 7**

targeted physical testing, analysis, and investigation. The Phase 1 environmental assessment has been completed. Staff and the consulting team have been collaborating with WSDOT. As the previous owner of the site, WSDOT is responsible for cleanup of contamination. WSDOT is working to clean up the site as it transitions the property from its asset inventory. WSDOT and the City's consulting team will work on Phase 2 of the environmental assessment on targeted investigations on the site to avoid duplicative efforts and to maximize the amount of information about the environmental contamination on the site.

City Administrator Parks displayed a graphic from the Phase 1 environmental assessment reflecting known conditions of the site based on the desktop investigation. The site was developed by WSDOT in the late 1930s and closed in 2021. The site includes administrative offices, vehicle maintenance facilities, laboratory testing, storage, carpenter shop, sign shop, radio shop, and storage of hazardous materials. The areas of potential contamination have been identified based on the information. The types of potential contamination include coal, several underground storage tanks containing fluids, transformers, in-ground hydraulic hoists in several buildings, storage of fluorescent light ballasts containing PCBs, a septic tank and drain field, paint booth, an unpermitted landfill, and lead-based paint and asbestos materials.

Phase 2 testing will be completed by WSDOT and the City's consultants based on the Integrated Planning Grant requirements.

The consultant team is focused on information the City needs to assess potential risks for redevelopment of the site and future environmental liabilities and construction challenges. The primary outcome is a risk assessment and mitigation summary report identifying the nature of environmental contamination, associated cleanup requirements, challenges for redevelopment, and mitigation necessary to minimize any risks. Estimates of the cost will be completed along with costs associated with acquisition and redevelopment by either the City or developer.

Councilmember Dahlhoff asked how the environmental assessment accounts for the other two proposed sites for the community center. City Administrator Parks advised that the other two proposed sites for the community center are not as encumbered with environmental concerns as there is no identified environmental contamination on the sites with the exception of the brewery warehouse site. The warehouse site includes many challenges from public infrastructure availability and the cost to redevelop. The level of available information indicates the site would be challenging to redevelop. The other site located on the New Market Industrial Campus is a vacant site that was considered by the Secretary of State for the new State Archives and Library Building. However, pocket gophers are present on the site, which creates other challenges.

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
MARCH 25, 2025 Page 8**

Councilmember Dahlhoff commented on the need for a similar level of detail for all three locations. She prefers not eliminating the warehouse location without the benefit of further discussion as to the mitigation requirements and the timelines.

Councilmember Althaus commented that since the WSDOT is a state-owned property, the state should be responsible for cleanup of the site. He asked whether the MTCA serves as the first step for the state to fulfill its cleanup obligation. City Administrator Parks affirmed that the state has the obligation to mitigate the site. However, if mitigation is completed by WSDOT, which has the obligation, the process could be extended. Under MTCA, the end use of the site dictates the level of cleanup and the mitigation methods. The goal is to clean up the environmentally contaminated site to convert the site for more beneficial uses.

Councilmember Agabi noted that the information reflects that approximately 85% of the entire WSDOT site is contaminated to some extent. As previously shared, the level of cleanup is necessary to meet the needs of the potential new use on the site. Should the Council determine the WSDOT site as the location of the new community center, he believes the City lacks the resources and funds to clean up the site for placement of a community center. The site would require intense efforts to mitigate the site for reuse. Many of the chemicals on the site have an active shelf life from 50 to 80 years, which speaks to the degree of cleanup that would be required.

City Administrator Parks responded that the intent of the MTCA is to perform a site investigation and environment investigation with the nature and extent of the environmental contamination further refined. Other requirements are necessary to complete Phase 2 for the environmental assessment work. Following some clarity of where contamination is located, the type, and the extent, the information will inform the required cleanup remedy based on the end use of the property. There are different types of cleanup methodologies for treating contaminated groundwater and soil. The MTCA considers how redevelopment of a contaminated site will dictate the cleanup remedy. The cost of cleanup of the site is unknown at this time because the cleanup methodologies have not been identified. Typically, remedial action grant programs for cleanup are a 50%/50% match. In this instance, if the City were able to secure a remedial action grant, 50% would be provided by the grant and 50% would be from WSDOT (as the previous owner). Because the location has been identified as a brownfield site, additional resources are available that could assist in funding development of the community center. The consultant team's work is focused on understanding the components that the City would

**TUMWATER CITY COUNCIL WORK SESSION**  
**MINUTES OF VIRTUAL MEETING**  
**MARCH 25, 2025 Page 9**

need if the site should be the location of the new community center in addition to providing information for any future redevelopment of the site by a developer.

City Administrator Parks reviewed a sample of a Risk Assessment and Mitigation Summary Report. She cited some of the components of the report:

- A map identifying environmental and site conditions
- A description of some level of certainty if contamination exists
- Identification of mitigation for different sources of contamination
- Evaluate the level of future risk associated with any mitigation

City Administrator Parks shared a draft scenario with a timeline identifying community center project activities, environmental contamination, and transactions between the City and WSDOT for moving forward with a development scenario. Part of the environmental work includes mitigating risks to include various agreements and consent decree (issued by a court offering the highest level of protection against future risks associated with environmental contamination).

Mayor Sullivan added that the brewery site received a \$500,000 EPA grant. All three proposed community center sites are encumbered with different issues ranging from contamination, pocket gophers, or location.

Councilmember Dahlhoff conveyed appreciation for the information as it changes her perspectives each time new information is provided. The information helps to define the priorities and a realistic timeline because of the many different factors. She is appreciative of the extra time for being thoughtful and intentional to enable the Council to define the top priorities for the community today and in the future.

Councilmember Cathey agreed to the importance of the conversation because each Councilmember's perspective of each site is different. The option is attractive to her personally on many different levels to include creating a City center. She asked whether the WSDOT site would support the regional conversation on an aquatics center. City Administrator Parks advised that a basic foundational criterion for the community center regardless of its site is to ensure adequate room for an aquatic facility.

Director Denney said City staff worked with the City of Olympia staff and several legislators to pass the second Public Facilities District project for the region. An agreement would be necessary by July 2026 between the entities signifying the goal of a regional aquatics center. The City of Olympia is currently interested in moving forward; however, siting has been difficult because the site would need to serve both communities if

**TUMWATER CITY COUNCIL WORK SESSION  
MINUTES OF VIRTUAL MEETING  
MARCH 25, 2025 Page 10**

both cities agree to partner. The City of Olympia is seeking a replacement of its Parks Department Director who recently left to take another position in Tacoma. He anticipates continuing discussions with the City of Olympia when the new director is hired. An aquatics center could be accommodated on the WSDOT site. An illustration was prepared of an aquatics center on the site as an alternative.

City Administrator Parks advised that work on the brewery site under the EPA grant has suffered some setback because of changes in federal staff and federal government uncertainties. The brewery redevelopment project includes a Planned Action EIS, which is included on the 2025 Long Range Work Plan. Assistant City Administrator Adams is managing the project. The budget includes funds to contract with a consultant to assist in the development of the Planned Action EIS, which is intended to be a regionally collaborative process to evaluate uses that could be sited on the brewery properties, as well as an analysis of potential uses of the property with respect to the availability of public infrastructure. The owner of the brewery property is interested in redevelopment of the properties; however, barriers exist because of the lack of public infrastructure to support any type of use and the unknowns associated with environmental contamination.

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

City Administrator Parks reported on the successful outcome of the recent Transportation Open House. More than 40 people attended the event. An online Transportation Open House is available from March 20, 2025 to April 2, 2025.

On April 9, 2025, the Green Business awards will be presented at the Thurston Chamber of Commerce annual meeting.

The Parks and Recreation Department is releasing information on upcoming activities and events. The Water Resources and Sustainability Department is releasing a water newsletter.

City Administrator Parks thanked Director Hicks and Acting Police Chief Mason, as well as several staff members for presenting information at the recent Tumwater Area Chamber of Commerce luncheon.

Mayor Sullivan warned of the potential of inclement weather in the next day. City staff is preparing for the potential of any weather-related events.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 7:54 p.m.**

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 1**

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

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

Excused: Councilmember Michael Althausen.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Attorney Kelly Adams, Finance Department Director Troy Niemeyer, Acting Police Chief Jay Mason, Fire Chief Brian Hurley, Transportation and Engineering Department Director Brandon Hicks, IT Department Director Lance Inman, Community Development Department Director Michael Matlock, Administrative Services Department Director Michelle Sutherland, Parks and Recreation Department Director Chuck Denney, Utilities Operations Manager Steve Craig, WRS Program Manager Patrick Soderberg, Communications Manager Jason Wettstein, Sustainability Manager Alyssa Jones Wood, and Deputy City Clerk Tracie Core.

**SPECIAL ITEMS:**

**PROCLAMATION:  
ARBOR DAY, APRIL  
19, 2025:** Councilmember Agabi read a proclamation declaring *April 19, 2025 as Arbor Day*. The proclamation encouraged all people in the City of Tumwater to participate in the City's Arbor Day and Earth Day celebrations and support efforts to protect trees and woodlands.

Mayor Sullivan presented the proclamation to Trent Grantham, Chair of the Tumwater Tree Board. He invited everyone to attend Arbor and Earth Day events on Saturday, April 19, 2025 at Tumwater Historical Park.

**PROCLAMATION:  
EARTH DAY, APRIL  
22, 2025:** Councilmember Cathey read a proclamation designating *April 22, 2025 as Earth Day*. The proclamation calls upon the people of the City of Tumwater to reflect on the benefits gained because of this unique moment in our history, to look for opportunities in our daily lives to reduce our impact on the environment, and to support the City's efforts to create a more sustainable Tumwater.

Councilmember Cathey commented on the importance of Earth Day and encouraged everyone to find small and large ways to contribute to save the environment.

Ashley Chandler, PARC Foundation, accepted the proclamation on behalf of all earth creatures.

**PROCLAMATION:  
EDUCATION AND** Councilmember Dahlhoff read a proclamation declaring *April 9, 2025 as Education and Sharing Day*. The proclamation calls upon the people of the



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 2**

**SHARING DAY,  
APRIL 9, 2025:**

City of Tumwater to work together to create a better, brighter, and more promising future for all.

Mayor Sullivan presented the proclamation to Rabbi Yosef Schtroks, Chabad Jewish Center of Olympia, who described the efforts by Rabbi Menachem M. Schneerson after World War II in the 1950s to lead the Chabad Jewish movement to revive Judaism in the post holocaust era and encouraging everyone to promote education for everyone.

**PUBLIC COMMENT:** **Chris Kautsky, 908 Delta Lane SE Tumwater**, member of the Save the Davis Meeker Garry Oak Tree Citizen Group commented on Resolution R2045-009, Mitigation and Maintenance of the Davis Meeker Garry Oak. She is appreciative that the City is stepping up to planning and budgeting for the long-term care and maintenance of the oak tree. She asked the Council to consider all future actions from the point of view of true citizenship of the historic and cultural treasure. The Davis Meeker Garry oak is an excellent opportunity for the community to join and learn about the importance of history in Tumwater and its importance to Washington state history. The tree is a resource that should be celebrated. The City should commit to the long-term maintenance that is geared to gentle, holistic care of the elder member of the community so that it lives out its natural life that should include efforts to improve the tree's quality of life and public access that is safer for people and the tree. Actions include careful and proper pruning to avoid damaging the tree, using funds to move the roadway and remove the power pole and nearby parking spaces, adding mulch and companion plantings, taking steps to encourage the continued use of the tree by migratory kestrels, and encouraging access and the use of the tree by the public including local tribes. She encouraged the Council to reach out to all those individuals who were consulted and who identified themselves as allies and available to the Council.

**Linda Burr** shared that she spoke before the Washington State Senate on behalf of residents living in manufactured homes across the state. House Bill 1217 is scheduled to be signed by the Governor. Her mobile home park, Laural Park Estates, provided a water report to residents each year. The residents no longer receive reports on water tests and it is unknown if the water is currently tested. In the rear of the park, drinking water resembles the presence of iron. Many residents are requesting information from the Council on next steps the residents can pursue to ensure drinking water is tested.

Mayor Sullivan advised that staff will contact her to discuss the concern.

**Krag Unsoeld, 2211 Walnut Road NW, Olympia**, spoke to the proposed resolution for the Davis Meeker Garry Oak tree and the irony of three proclamations for Earth Day, Arbor Day, and one for Education and Sharing

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 3**

Day. All the proclamations have a specific meaning for the Davis Meeker Garry oak tree. The tree should be honored on Arbor Day, as well as Earth Day because of the importance of respecting and embracing the environment to protect it. For Education and Sharing Day, the tree has played a critical role as a marker for the Chehalis Trail and later for the Oregon Trail. The tree represents other aspects of history to include the removal of one limb that was used for hanging people. The tree plays a specific and broad reaching role within the community. The tree benefits the entire region. He applauded the Council's consideration of the proposed resolution and encouraged passage of the resolution to bestow upon the tree the honor and prestige that it deserves.

**Dave Nicandri** said he is a member of the Tumwater Historical Preservation Commission and was elected to the City Council in 1976. He has visited the city in Nebraska where Arbor Day was first recognized. The nation's treeless plains speak to the appreciation of the value of one single tree. To some extent relative to the tree in question, the oak species is often taken for granted within the greater Pacific Northwest environment. He commended Mayor Sullivan for reconsidering her position on the fate of the tree. A famous theologian once said, "if you can change your thoughts, you can change the world." He believes that the resolution will do that for Tumwater. The expenditure may appear to be too much for a tree at \$55,000; however, the City has spent hundreds of thousands of dollars on two historic houses to preserve those structures that are effectively "white elephants." It is unlikely that either house will have a productive use as originally intended in the 1970s when Jim Brown established the City's role for preserving both houses. He plans to present information during an upcoming meeting on historic signs and markers, as well as consideration of a productive process for utilizing both houses cost effectively.

**CONSENT  
CALENDAR:**

- a. Approval of Minutes: City Council, April 1, 2025
- b. Payment of Vouchers
- c. Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan (EMP)
- d. Grant Agreement with the Department of Ecology for the Nutrient Reduction Enhanced Maintenance Plan
- e. First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant
- f. First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan GMA Periodic Update Grant
- g. Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services

**MOTION:**

**Councilmember Von Holtz, moved, seconded by Councilmember Swarthout, to approve the Consent Calendar as published. A voice vote**

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 4**

**approved the motion unanimously.**

**PUBLIC HEARINGS:**

**RESOLUTION R2025-008 AND DEVELOPMENT AGREEMENT WITH TUMWATER 70TH AVENUE LLC FOR CONVERSION OF ONSITE SEPTIC TO PUBLIC SEWER SERVICE:**

Manager Soderberg introduced Meridith Greer with Greer Environmental Consulting.

Ms. Greer reviewed the proposal. Much of the work on septic to sewer conversion began 10 years ago when many leaders in the region met during the 2015 Regional Septic Summit to discuss septic systems in Tumwater, Olympia, and Lacey and the barriers for converting those areas to sewer. The first step was identifying the number of septic systems within each city. At that time, 1,000 septic systems were identified within the limits of the City. Problems arise in areas of high-density septic systems as those areas often becoming oversaturated because of the density of septic systems. The goal for the cities is to convert septic systems to sewer to protect drinking water.

Barriers include cost, which can range from \$10,000 to \$40,000 per homeowner. Additionally, the lack of participation is another issue because the costs of conversion are from different sources such as abandonment of the septic system, connection fees to city sewer, or extension of the sewer system. The scale of addressing the issue at one property level at one time is massive. For example, since 2015, only five conversions have occurred annually. At that rate, it would take 200 years to convert all remaining septic systems within the City of Tumwater.

Staff identified high-density septic system areas within the City, such as mobile home parks. Previously, the City worked with Velkommen Mobile Home Park located off 70<sup>th</sup> Avenue. The owners, Greg and Dan Piantanida worked with the City to convert the property from a private drinking water well on an adjacent property to City water. The overall goal was providing residents with high quality, accessible, and affordable water. At that time, the owners mentioned interest in connecting to sewer in the future.

Subsequently, staff began searching for sources of grant funding to help support a conversion project. In 2022, the City applied for and received a grant from Department of Ecology's Centennial Clean Water Grant Program. The funding source enables total project cost of \$1 million. The Department of Ecology will provide \$500,000 in funding for the conversion project with the City's Sewer Utility providing additional funds.

If approved, the City would launch the project as a pilot program to identify all the necessary steps, barriers, and considerations for completing a conversion project.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 5**

The proposed development agreement provides the necessary structure and framework to work with the Velkommen Mobile Home Park to move the project forward. The goal is converting 39 existing units to City sewer and decommissioning current septic systems, connecting the units to sewer laterals, and installing a sewer line through the park. All expenses are eligible for grant reimbursement.

The City's role is administration as the City holds the grant agreement with the Department of Ecology and is responsible for submitting quarterly reports, providing payment requests and reimbursements, completing final reports, documenting processes, and drafting a project blueprint document. The goal is to use the project as a pilot to gain lessons learned to apply to future projects to create and manage septic to sewer conversions in the future in ways that are cost-effective for homeowners and meet the City's current development standards. The construction is scheduled for completion by the end of the year as the grant agreement ends in November 2025.

Councilmember Dahlhoff asked about the future financial impact of the conversion to the residents at the park. Mr. Piantanida explained that owners have paid the cost of maintaining the septic systems. Leases have been modified to reflect that residents will pay for sewer fees in lieu of a rent increase. Low-income residents have been advised of the City's utility assistance program offering a 50% reduction in monthly fees for sewer. He noted that the conversion would improve the park. The park's septic systems are located above the City's aquifer and from an environmental perspective the conversion would be of importance to the City. The total project cost is approximately \$2,520,000 to include the addition of eight pads in the mobile home park. The addition of new homes in the park will provide more housing at a cost of less than \$250,000 per unit. The park is restricted to residents aged 55 years or older.

Ms. Greer noted that the intent includes documenting barriers and pinch points for developers, the City, and the residents who live in project areas. The project will follow up with residents to determine costs and how it affects their monthly budget. The information will be documented to assist in determining if the utility fee structure is appropriate in those scenarios and options that might be available. The goal is to avoid forcing people from price points that they cannot afford. That type of information will be captured in the documentation.

Mr. Piantanida offered to collaborate with staff to ensure a transparent process to include sharing costs with staff to discuss ways to make the process economically feasible for other residents in the future. The cost per pad for the City is \$9,255. Total City fees amount to approximately \$435,000. It is important to understand the financial impact of City fees.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 6**

Mayor Sullivan opened the public hearing at 7:52 p.m.

**PUBLIC  
TESTIMONY:**

**Krag Unsoeld, 2211 Walnut Road NW, Olympia**, cited his Masters in City Planning from MIT and a case study of institutional constraints of innovative technology for municipal wastewater treatment within the greater Boston area. The proposal addresses a problem, as Thurston County is dependent upon groundwater for drinking. Two problems are occurring with groundwater with the infiltration of nutrients and toxics and the withdrawal of water for drinking, domestic, and industrial uses, such as bottling plants that have been proposed. He challenged the City to move a step forward and explore ways to reduce nutrient loading. He works with the Clean Black Lake Alliance. The lake is mostly located within Thurston County except for some areas located within the City's urban growth area. It is possible to convert to sewer in the urban growth areas of Tumwater. However, for mobile home parks on the east shore of the lake, they are a source of nutrient loading from septic systems. He asked about the possibility of assisting those parks in converting to sewer or a package plant.

**Greg Piantanida** commented that negotiations have been in progress with the City for three years. He expressed appreciation to numerous staff members from Water Resources and Sustainability, Community Development, and Transportation and Engineering. All employees have been a pleasure to work with and been very professional during the process. He is appreciative of their efforts.

Mayor Sullivan closed the public hearing at 7:56 p.m.

Councilmember Dahlhoff commented that she supports the project as it could result in expansion to other areas of the City. Currently, she lives in an area that has no access to sewer. She supports the project and efforts to include full neighborhoods, as well as collaborating with the LOTT Clean Water Alliance to connect homes and accessory dwelling unit to keep families together. The project serves as a model for protecting the environment and water.

**MOTION:**

**Councilmember Swarthout moved, seconded by Councilmember Jefferson, to adopt Resolution R2025-008 and Development Agreement with Tumwater 70th Ave LLC.**

Councilmember Swarthout said she attended the Septic Summit in 2015. Maps were displayed identifying the locations of septic systems. Staggering costs were identified to convert all septic systems to sewer. She appreciates the owners of the mobile home park working with staff over the last three years as the project could serve as a model for future conversions. Conversion is critical for the safety of the region's drinking water.

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 7**

Councilmember Cathey said that although she supports the proposal, she is concerned as to how the conversion will affect seniors as they will receive individual billings from LOTT.

Councilmember Jefferson said she supports the proposal but is also concerned about the expense incurred by seniors. Mayor Sullivan advised of the reporting requirements and the availability of utility assistance programs to provide some financial support.

**MOTION:**                      **A voice vote approved the motion unanimously.**

**COUNCIL  
CONSIDERATIONS:**

**COMMUNITY  
SURVEY BRIEFING:**                      Manager Wettstein introduced Devin Bales and Kara Krnacik with DHM Research. DHM Research has conducted many statistically valid surveys in the Pacific Northwest including Vancouver, Kirkland, Salem, Oregon, and other municipalities. The company was selected after a competitive RFP process to administer a community survey. The company has a distinctive ability to measure, convey, and prioritize community sentiment through statistically valid surveys. The information is important to City administration and for strategic planning.

Devin Bales, Director of Research, DHM Research, provided an overview of DHM Research. The company has worked over three decades in the Pacific Northwest with offices located in Portland and Seattle. The company specializes in statistically valid survey research. It important to reach a representative group of a community to understand values, sentiments, and satisfaction of what is important to the community. Company staff work closely with municipal staff and councils to ensure the surveys reflect a customized research approach specific to each community.

Mr. Bales shared information on the project team's education and experience. David Phan is serving as the Lead Research Analyst on the survey project.

Kara Krnacik, Research Manager, DHM Research, described her respective education and work background.

Mr. Bales described the high-level research approach for the community survey. The project team is working with City staff to design the survey instrument. The survey can be completed in 12 to 15 minutes and will be administered through a hybrid approach of both phone calls and text messages. Multiple approaches reflect how different groups of people prefer to participate in survey research in different ways. The goal of the survey is to be representative of all community demographics. The project team uses



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 8**

a broad approach of calling landlines, cell phones, and sending text messages to reach a representative group of the community.

Councilmember Jefferson inquired about the possibility of advertising the survey through signage, QR codes, or on bulletin boards at grocery stores.

Mr. Bales explained that the hybrid outreach for a statistically valid survey that incorporates other methods of notification could entail participants that choose to participate rather than a random approach that could result in some bias in the sample of participants that might not be representative of the community. The hybrid method is used to produce high-level statistically valid survey results representing community members across the community. To ensure everyone in the City has the opportunity to engage, the team is pairing the survey with a community engagement survey of Tumwater residents. The team will work with staff to develop the optimum method to announce the opportunity. The method offers another avenue for anyone who wants to participate in the survey. Restricting the project to only the community engagement tract typically results in attracting community members who are the most passionate about specific topics or have the time to participate. The intent is to conduct the survey using both tracts to ensure a statistically valid outcome that encompasses both those who often engage regularly and those who do not participate as often.

Councilmember Dahlhoff commented that no one lives in a bubble and many people who work or recreate in Tumwater are not residents of Tumwater. She asked how those individuals are factored in the community engagement effort because often when the Council develops policy or is voting, those voices often engage with the Council despite not living in the City. She would like that element identified in some capacity because it would assist the Council in setting and managing expectations. Mr. Bales responded that adding a question on a person's residence could be an option to include in the survey. He will follow up with staff on the research approach.

Councilmember Agabi spoke to concerns as to the length of the survey versus the quality of the answers to survey questions. Mr. Bales described the importance of designing surveys that keep people engaged to complete the survey while ensuring the questions are accessible and not intimidating. Most of the questions have a defined response category resulting in quicker responses with some questions that are open-ended. He further clarified that surveying often results in too few responses to provide any statistical credence to the responses from a specific group(s). It is important that no assumptions should be surmised of a group's opinion based on 1% participation from a specific demographic. Responses from all participants speak to the importance of that 1% as it ensures the survey is representative. However, it is a challenge of surveying in that no definitive claims can be provided about specific groups despite the desire to ensure they are included

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 9**

based on sample sizes.

Councilmember Von Holtz asked how the surveying process addresses the problem of many people not answering an unknown telephone number. Mr. Bales acknowledged that telephoning is a challenge. Some groups, especially those aged 65 years or older are much more likely to answer the call. Responses vary from individual to individual as well as the age group. The survey methods will use telephone and text messaging because of the small population in the City, which can often hamper efforts to achieve a statistically valid survey.

Ms. Krnacik reported the goal of the survey is to assess community sentiments about key issues facing the City of Tumwater to help inform the City's Strategic Plan. A major focus of the survey is analyzing how the community prioritizes key issues and how satisfied community members are with current issues. Survey results will create a baseline of community opinions across topics and issues to assist the City in tracking how sentiments change over time during future surveying efforts. The main topics of the survey were developed in consultation with staff. Key survey topics include general community mood, government performance and priorities, public safety, economy, growth and development, homelessness, and communications.

A major component of public opinion research is helping officials understand what the community knows about the work by the City and the Council. The communications aspect of the process will enable the City to reach people to communicate information about the City.

The steps of the process include discovery by working with the project team to identify the purpose of the research and establishing a baseline of questions. The process is currently in the mid-design and feedback phase. Design includes development of the questionnaire (survey) and receiving feedback from staff. Following the finalization of the questionnaire, the survey will be released. To secure a sufficient number of survey participants to produce a statistically valid survey, the survey will be in the field for approximately two weeks. As the process involves two surveys, the statistically valid survey will be released first with the community engagement piece released after the first survey has been completed.

Analysis will be completed of both surveys with preliminary ("top line") results available prior to the full report released reflecting results for each survey. The report will document outcomes from both surveys.

Ms. Krnacik reviewed key dates of the process. On April 18, 2025, the Council will receive the latest draft of the questionnaire for review. Feedback is due on April 24, 2025. Final approval of the questionnaire is

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 10**

scheduled on April 30, 2025. Within the timeline, the team will reconcile comments from the Council, the management team, and Manager Wettstein. The goal is to release the statistically valid survey by May 2, 2025 for approximately 12 days. The community engagement survey will be released for one month. Top line results will be delivered to the City by June 9, 2025 for the community engagement survey. DHM Research will deliver the full report on June 23, 2025 with combined results of both surveys.

Ms. Krnacik and Mr. Bales addressed several questions from the Council. No goal in terms of the number of surveys for the community engagement survey has been set as the survey will be available to the community for nearly a month to provide an opportunity to collect as many responses as possible. Based on conversations with the team, community engagement is anticipated to be robust.

Mr. Bales addressed questions about the current political environment playing any kind of role in affecting the survey. The company has been surveying steadily for different types of sampling and in different communities across the state. Although there is recognition that the political climate might discourage some groups of people from participating, the company has edited the phone script to clarify to participants that the survey is on behalf of a specific municipality. To date, there has been no quantitative reduction in response rates.

The final report will include a cross tab of the demographic analysis. For example, the report will include all survey questions by all demographics reflected in different percentages for individual groups to identify whether there is a statistical difference between the groups.

Mayor Sullivan and the Council thanked the team for describing the surveying process.

**RESOLUTION NO.  
R2025-009,  
MITIGATION AND  
MAINTENANCE OF  
THE DAVIS  
MEEKER GARRY  
OAK:**

City Administrator Parks presented an alternative for the mitigation and maintenance of the Davis Meeker Garry oak tree based on the level 3 tree risk assessment.

The proposed resolution would allocate funds to explore ways to reduce public safety risks and retain the tree in a safe condition. The resolution authorizes the action necessary to accomplish the goals. Staff will present a budget amendment if necessary, as well as additional recommendations following the initial steps to address long-term funding needs and ongoing maintenance recommendations.

The consulting arborist report included a specific set of options as techniques to mitigate any safety risks that the tree poses as well as a combination of options to retain, manage, and monitor the tree moving forward. The

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 11**

components of the recommendation are to conduct reduction pruning to reduce the risk of branch, stem, or entire tree failure, supplemental support to reduce the risk of branch failure, and reducing the likelihood of targets that would be impacted by any failures. The primary candidate area for cabling of the tree is the southeast stem located over Old Highway 99. Additional root zone management was recommended to remove more material around the base of the tree and adding mulch and testing to identify the health of the soil in and around the tree root system, as well as planting native plants to improve conditions for the tree. Ongoing monitoring is recommended on a regular basis every three to five years, as well as monitoring following any storm events to assess any damage to the tree.

The cost estimate is based on a series of reports on the tree as well as information provided by staff on traffic control costs, etc. The estimate is a worst-case scenario to ensure the budget is adequate to meet the long-term needs of the tree.

City Administrator Parks requested the adoption of Resolution R2025-009, related to funding for Mitigation and Maintenance of the Davis Meeker Garry Oak.

**MOTION:**

**Councilmember Dahlhoff moved, seconded by Councilmember Von Holtz, to adopt Resolution R2025-009, related to funding for Mitigation and Maintenance of the Davis Meeker Garry Oak. A voice vote approved the motion unanimously.**

**ADMINISTRATIVE  
SERVICES  
DEPARTMENT  
ANNUAL REPORT:**

Director Sutherland presented the Administrative Services Department 2024 Annual Report.

The Administrative Services Department supports the City's mission and strategic priorities by refining and sustaining a great organization. The department collaborates with all City departments for core internal operations, such as human resources for recruitment and workforce planning, employee relations, labor relations, collective bargaining, safety, training and development, compliance with labor laws, leave administration, workers compensation, and ADA and reasonable accommodations. The City Clerk's Office maintains official City records, prepares agendas and minutes, public disclosure, recording of legal documents, maintaining ordinances and resolutions, and Tumwater Municipal Code updates.

2024 accomplishments include:

- Completion of a comprehensive Classification and Compensation Study to ensure internal pay equity and alignment with market standards
- Development and implementation of a new Non-Represented Salary Schedule supporting competitive recruitment and employee retention

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 12**

- Strengthened labor relations by a successful City team to negotiate a Firefighters contract emphasizing collaboration and fiscal responsibility
- Developed a Citywide Workforce Planning Strategy and initiated work on the City's first formal Workforce Plan to address future staffing needs and succession planning
- The City of Tumwater achieved "Well City" status through the Association of Washington Cities enabling a 2% reduction in employee benefit costs
- Enhancing recruitment and onboarding process to improve efficiencies and candidate experience
- Improved public access to City records and meetings through expanded use of digital tools and transparency initiatives
- Hosted Tumwater Records Center to enable the community to search online for minutes, ordinances, resolutions, and other related documents
- Developed the City of Tumwater YouTube page featuring 2024 and 2025 meetings that are available within 48 hours of a meeting
- Hired 46 full-time employee through recruitment, hiring, and onboarding process
- In 2024, nine internal promotions were processed
- 63 seasonal employees were hired and completed onboarding
- 29 full-time employees left the City creating an attrition rate of 12.58%. Of those employees leaving the City, four were terminations, eight were retirements, eight left new positions, one moved and relocated, and eight left for personal reasons
- The ethnically diverse hire rate was 19.57%
- Reportable work-related injuries and illnesses totaled 13 with only four work days lost from the 13 incidents

First Quarter 2025 accomplishments include:

- Hired 11 employees between January and March
- Hired 8 employees between April 16, 2025 and May 1, 2025
- Hired 25 seasonal employees
- Continued working on recruitment strategies

Director Sutherland identified the employees and their respective positions within the Administrative Services Department.

The goals for the department in 2025/2026 include:

- Optimize organizational development training by implementing a comprehensive learning and development program for City staff to complete all required training and tracks for each department
- Develop a supervisory and leadership training program for emerging and current leaders in the City

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 13**

- Develop a formal talent acquisitions strategy for departments for difficult to fill positions
- Complete Workforce Planning
- Optimize departmental processes and develop standard operating procedures
- Continue multiple software module implementations of NEOGOV for hiring, outreach, and performance tracking system for each department
- Develop a NEOGOV onboarding module to streamline the onboarding process for new employees
- Continue implementation of the ERP System
- Review and update the City Personnel Policy
- Transition to meeting action minutes
- Complete employee benefit analysis
- Complete records management grant application
- Conduct an employee satisfaction survey
- Develop strategies to promote employee engagement and wellbeing

**COMMITTEE  
REPORTS:**

**PUBLIC HEALTH & SAFETY:** The April meeting was cancelled.  
*Peter Agabi*

**GENERAL GOVERNMENT:** There was no report.  
*Michael Althausen*

**PUBLIC WORKS:** The next meeting scheduled on April 25, 2025 includes consideration of a Grant Agreement Amendment No. 1 with Washington Recreation & Conservation Office for the Percival Creek Project.  
*Eileen Swarthout*

**BUDGET AND FINANCE:** The next meeting is scheduled on Friday, April 25, 2025. The agenda includes a monthly financial update, Community Human Services Program funding, and a discussion on an ordinance amending the execution of contracts and other legal documents.  
*Debbie Sullivan*

**MAYOR/CITY ADMINISTRATOR'S REPORT:** City Administrator Parks announced the City's Earth Day and Arbor Day events on Saturday, April 19, 2025 at Tumwater Historical Park.

The election to consider renewal of the City's Transportation Benefit District is on April 22, 2025.

Last weekend the Tumwater Valley Golf Course hosted the 2025



**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 14**

South Puget Sound Spring Invitational, the first collegiate golf tournament in the 55-year history of the golf course. Both men and women teams participated from colleges throughout the state.

Mayor Sullivan said she is scheduled to open the Arbor Day and Earth Day events at 10 a.m. on April 19, 2025 followed by participating in the Easter Egg Dash at Tumwater High School at 11 a.m.

Mayor Sullivan commented on the next steps for the Police Department pending the retirement of Police Chief Jon Weiks. She considered an external recruitment, which is typically implemented when a change in cultural is desired. Subsequently she spent time meeting with different personnel within the Police Department and participated in several ride-alongs with patrol officers. Based on those extensive efforts, Police Deputy Chief Mason will be promoted as Police Chief of the Tumwater Police Department effective July 1, 2025.

**COUNCILMEMBER  
REPORTS:**

***Joan Cathey:*** Councilmember Cathey attended the Solid Waste Advisory Committee and Olympic Region Clean Air Agency meetings.

***Eileen Swarthout:*** At the April 4, 2025 Thurston Regional Planning Council meeting, members received a presentation from the Pacific Mountain Workforce Development Council. The Regional Transportation Plan has been released for public review from April 11, 2025 to May 9, 2025. Members received an update on federal and state legislation and discussed the Commute Trip Reduction Local Plans and the Martin Way Crossing Strategy.

***Leatta Dahlhoff:*** The Thurston County Opioid Response Task Force Prevention Subgroup is focusing on 2025 Smart Goals to improve awareness of local safe medication and return disposal options.

During the LOTT Clean Water Alliance Board of Directors meeting, members discussed the status of the Deschutes Estuary Restoration project with the recent departure of Ann Larson from the Department of Enterprise Services (DES).

City Administrator Parks advised that no official notification has been received other than a 30% design review meeting was held with the team and an individual was introduced as the Project Manager from DES.

***Peter Agabi:*** There was no report.

***Angela Jefferson:*** Tumwater HOPES members participated in QPR Institute suicide prevention

**TUMWATER CITY COUNCIL MEETING  
MINUTES OF HYBRID MEETING  
APRIL 15, 2025 Page 15**

training. QPR is Question, Persuade, and Refer, a suicide prevention program designed to teach individuals how to recognize the warning signs of a person in crisis and how to respond effectively. The training was in response to three suicides of youths in 2019 in Thurston County of which two were only nine years old. The training task force has provided training to numerous organizations and businesses. Key points included identifying depression, anxiety, substance use, and the importance of direct empathetic communications. Statistics from the region's Healthy Youth Survey highlighted that 30% of middle and high school students experience depression and anxiety and 15% have seriously contemplated suicide. That percentage continues to increase. Stigma is an underlying factor preventing young people from sharing their feelings. Risk factors for suicide include struggling with behavioral health challenges, previous suicide attempts, and substance use. Impulsiveness was highlighted as a significant factor because suicide is an impulsive event often driven when someone uses a substance. Myths were discussed about suicide and the importance of asking direct questions and avoiding judgment. The goal today is to continue talking about suicide and sharing information with the community.

***Kelly Von Holtz:***

The Intercity Transit Authority is scheduled to meet on Wednesday, April 16, 2025.

**ADJOURNMENT:**

**With there being no further business, Mayor Sullivan adjourned the meeting at 9:21 p.m.**

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

**TUMWATER SPECIAL JOINT CITY COUNCIL  
& PORT OF OLYMPIA MEETING  
MINUTES OF MEETING  
April 29, 2025 Page 1**

**CONVENE:** 6:30 p.m.

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

Excused: Councilmember Angela Jefferson

Port of Olympia: Jasmine Vasavada, Maggie Sanders, Bob Iyall, Amy Evans Harding

Excused: Sarah Montano

Staff: City Administrator Lisa Parks, Administrative Services Director Michelle Sutherland, Assistant City Administrator Kelly Adams, Community Development Director Mike Matlock, Deputy Community Development Director Brad Medrud, Communications Manager Jason Wettstein and Water Resources & Sustainability Director Dan Smith

Port of Olympia Staff: Executive Director Alex Smith, Director of Environmental Planning and Programs Shawn Gilbertson and Airport Senior Manager Chris Paolini

**INTRODUCTIONS:** Introductions and called to order by Mayor Sullivan at 6:30 p.m.

**DISCUSSION TOPICS:** They discussed the following topics:

- Paint Recycling program
- Joint Community project ideas
- Industrial Land capacity in Tumwater
- Airport Master Plan update
- Habitat Conservation Plan
- Brewery Redevelopment and EIS
- Deschutes River Estuary
- Aquatic Complex
- Workplace Development in Tumwater

**ADJOURNMENT:** Mayor Sullivan adjourned the meeting at 8:05 p.m.

Prepared by Melody Valiant, City Clerk

TO: City Council  
 FROM: Shelly Carter, Deputy Finance Director  
 DATE: May 06, 2025  
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- April 11, 2025, payment of Eden vouchers 174520 to 174530 in the amount of \$1,676.21; payment of Enterprise vouchers 186371 to 186451 in the amount of \$681,453.82 and electronic payments 905488 to 905524 in the amount of \$396,360.38 and wire payments in the amount of \$268,155.91
- April 18, 2025, payment of Eden vouchers 174531 to 174534 in the amount of \$1,817.10; payment of Enterprise vouchers 186452 to 186520 in the amount of \$463,360.38 and electronic payments 905525 to 905547 in the amount of \$91,255.82

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		
BOBBIE & AMANDA'S CLEANING SVC	20,036.86	Janitorial services March 2025
SHEA CARR & JEWELL, INC	58,118.98	2 <sup>nd</sup> Ave ped & bike improvements
CORE & MAIN LP	63,483.39	Water inventory – ¾" Meters w/ antenna
EXP U.S. SERVICES IN	20,043.56	2025 Comp plan update climate element Dev – March
ICF JONES & STOKES, INC	34,091.92	Bush Prairie HCP Phase 4
WA ST DEPT OF L&I	159,636.38	4 <sup>th</sup> QTR 2024 L&I

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

3) Policy Support:

- Strategic Goals and Priorities: Fiscally responsible and develop sustainable financial

- strategies.
- Vision Mission Beliefs-Excellence: Efficient stewards of public resources, building public trust through transparency.
- 

4) Alternatives:

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

5) Fiscal Notes:

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

---

6) Attachments:

- A. Exhibit A – Payment of Vouchers – Review and Approval
- B. Exhibit B – Payment of Vouchers – Review and Approval

## EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 186371 through 186451 in the amount of \$681,453.82

Electronic payment Nos 905488 through 905524 in the amount of \$396,360.38

Wire payments in the amount of \$268,155.91

Eden

Voucher/Check Nos 174520 through 174530 in the amount of \$1,676.21



---

Finance Director

Checks dated 04/11/2025

## 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 186452 through 186520 in the amount of \$463,360.38

Electronic payment Nos 905525 through 905547 in the amount of \$91,255.82

Eden

Voucher/Check Nos 174531 through 174534 in the amount of \$1,817.10



---

Finance Director

Checks dated 04/18/2025

TO: City Council  
 FROM: Ryan Blaser, Engineer III  
 DATE: May 6, 2025  
 SUBJECT: Grant Agreement Amendment No. 1 with Washington Recreation & Conservation Office for the Percival Creek Project

---

1) Recommended Action:

Authorize the Mayor to sign the Grant Agreement Amendment No. 1 for the Percival Creek Project, with Washington Recreation & Conservation Office (RCO).

The agreement was recommended for approval on the consent calendar at the April 17, 2025 Public Works Committee Meeting.

---

2) Background:

The City has secured construction funding for a fish barrier removal project on Percival Creek. This project will remove the existing fish passage barrier by installing a large concrete box culvert and other site improvements. These improvements will restore access to 2,225 meters of main stream habitat, 841 square meters of spawning habitat, and 82,008 square meters of rearing habitat in cool water for Chinook, chum, coho, steelhead, sea run cutthroat, and resident trout.

The original grant agreement with RCO paid the City 15% of every dollar expended for construction. This amendment revises that agreement to pay the City 85% of every dollar expended during construction, up to the grant amount of \$257,550. Overall, this amendment allows the City to utilize the grant quicker during the construction process.

This amendment will not change the grant amounts, deliverables, or timeline of the project.

---

3) Policy Support:

Strategic Priorities and Goals 2025 – 2026:

Be a Leader in Environmental Health and Sustainability – Improve overall habitat and water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, and collaborating with area Tribes.

---

4) Alternatives:

☐ Do not recommend for approval and authorization

---

5) Fiscal Notes:

Project construction will be funded in part by a federal grant (Promoting Resilient Operations



for Transformative, Efficient, and Cost-saving Transportation Program [PROTECT]) totaling \$2,000,000 and a state grant (Salmon Recovery Funding Board [SRFB]) totaling \$257,550; for a total of \$2,257,550.

---

6) Attachments:

- A. Amendment No. 1 to Grant Agreement with RCO
- B. Original RCO Grant Agreement



## Amendment to Grant Agreement

**Project Sponsor:** City of Tumwater  
**Project Title:** Percival Creek Fish Passage Barrier Removal

**Project Number:** 22-1161R  
**Amendment Number:** 1

**Amendment Type:**

Cost Change

**Amendment Description:**

Decreasing match from 85% (\$1,459,450) to 15% (\$45,450) due to change in match source. Change will not affect deliverables or timeline of project.

**Project Funding:**

The total cost of the project for the purpose of this Agreement changes as follows:

	Old Amount		New Amount	
	Amount	%	Amount	%
<b>RCO - PSAR</b>	\$257,550.00	15.00%	\$257,550.00	85.00%
<b>Project Sponsor</b>	\$1,459,450.00	85.00%	\$45,450.00	15.00%
<b>Total Project Cost</b>	\$1,717,000.00	100%	\$303,000.00	100%
<b>Admin Limit</b>	\$0.00	0.00%	\$0.00	0.00%
<b>A&amp;E Limit</b>	\$55,000.00	3.31%	\$9,705.88	3.31%

**Agreement Terms**

In all other respects the Agreement, to which this is an Amendment, and attachments thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this Amendment.

**State of Washington**  
**Recreation and Conservation Office**

**City of Tumwater**

**BY:** \_\_\_\_\_  
**For:** Megan Duffy

**TITLE:** Director

**DATE:** \_\_\_\_\_

Pre-approved as to form:

**BY:**           / S /            
 Assistant Attorney General

**AGENCY:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## AMENDMENT APPROVAL FORM

Project #: 22-1161 Restoration  
 Amendment #: 1 - Cost Change  
 Project Title: Percival Creek Fish Passage Barrier Removal  
 Project Sponsor: Tumwater City of

	Date	Initials
Grant Mgr:		
Section Mgr:		
Fiscal:		
Deputy:		
Director:		

## AMENDMENT DESCRIPTION:

Decreasing match from 85% (\$1,459,450) to 15% (\$45,450) due to change in match source. Change will not affect deliverables or timeline of project.

## PROJECT SUMMARY:

Board Funded Date: 07/01/2023	Prior Time Extensions: 0	RCO Amount: \$257,550.00
Project Start Date: 07/01/2023	Other External Amendments: 0	Sponsor Match Amount: \$1,459,450.00
Original End Date: 01/31/2026	Sponsor Active Projects: 1	Total: \$1,717,000.00
Current End Date: 01/31/2026	Sponsor Completed Projects: 2	RCO Paid To Date (0%): \$0.00
	Sponsor Not Completed Projects: 0	RCO Remaining (100%): \$257,550.00
Last Progress Report:	Sponsor Dead Projects: 0	Last Billing Date:

## PROJECT AGREEMENT DESCRIPTION:

The City of Tumwater is seeking restoration funding to remove and replace the only full fish passage barrier culvert on Percival Creek in Thurston County, WRIA 13. Surveyed by WDFW in 2015, the culvert that conveys Percival Creek under Sapp Road is a full fish passage barrier due to slope. Removing and replacing the culvert with a 19-foot four sided box culvert will provide access to 2,225 meters of main stem habitat 841 square meters of spawning habitat, and 82,008 square meters of rearing habitat with cool water for Chinook, chum, coho, steelhead, sea run cutthroat, and resident trout. The City will complete final designs, permitting and implementation of this project under this grant.

## PROJECT FUNDING (CURRENT):

Bien	Fund	Appn	Reapp Ind	Orig Bien	Orig Appn	Grant	Activity	SubActiv	SO	Amount
23-25	057	D13	New				PSARP	PROJ	NZ	\$257,550.00

## QUESTIONS:

	Yes	No	N/A	Other (see notes)
Is the amendment request consistent with the original project intent?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the sponsor provide adequate justification for the proposed change?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the sponsor exhaust all practical alternatives before requesting the amendment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the current project meeting its milestone obligations to RCO?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the current project meeting its billing obligations to RCO?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Did the sponsor have little control over the condition causing the amendment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the sponsor have a good track record of implementing projects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Will the proposed change help implement the project faster?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the project change a result of a design and /or permitting requirement?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Yes	No	N/A	Other (see notes)
Will this action cause funding to be re-appropriated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is staff recommending approval of this amendment request?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Does the Lead Entity support the proposed change and is the documentation provided (letter or e-mail)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Is the proposed change technically sound? Has the Review Panel reviewed the change? If so, have their comments been incorporated into the request (i.e. conditioning)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

NOTES AND ANALYSIS:

**Project Sponsor:** City of Tumwater  
**Project Title:** Percival Creek Fish Passage Barrier Removal

**Project Number:** 22-1161R  
**Approval Date:** 07/01/2023

## PARTIES OF THE AGREEMENT

This Recreation and Conservation Office Grant Agreement (Agreement) is entered into between the State of Washington by and through the Salmon Recovery Funding Board (SRFB or funding board) and the Recreation and Conservation Office (RCO), P.O. Box 40917, Olympia, Washington 98504-0917 and City of Tumwater (Sponsor, and primary Sponsor), 555 Israel Rd SW, Tumwater, WA 98501, and shall be binding on the agents and all persons acting by or through the parties.

All Sponsors are equally and independently subject to all the conditions of this Agreement except those conditions that expressly apply only to the primary Sponsor.

Prior to and during the Period of Performance, per the Applicant Resolution/Authorizations submitted by all Sponsors (and on file with the RCO), the identified Authorized Representative(s)/Agent(s) have full authority to legally bind the Sponsor(s) regarding all matters related to the project identified above, including but not limited to, full authority to: (1) sign a grant application for grant assistance, (2) enter into this Agreement on behalf of the Sponsor(s), including indemnification, as provided therein, (3) enter any amendments thereto on behalf of Sponsor(s), and (4) make any decisions and submissions required with respect to the project. Agreements and amendments must be signed by the Authorized Representative/Agent(s) of all Sponsors, unless otherwise allowed in the AMENDMENTS TO AGREEMENT Section.

- A. During the Period of Performance, in order for a Sponsor to change its Authorized Representative/Agent as identified on the original signed Applicant Resolution/Authorization the Sponsor must provide the RCO a new Applicant Resolution/Authorization signed by its governing body or a written delegation of authority to sign in lieu of originally authorized Representative/Agency(s). Unless a new Applicant Resolution/Authorization has been provided, the RCO shall proceed on the basis that the person who is listed as the Authorized Representative in the last Resolution/Authorization that RCO has received is the person with authority to bind the Sponsor to the Agreement (including any amendments thereto) and decisions related to implementation of the Agreement.
- B. Amendments After the Period of Performance. RCO reserves the right to request and Sponsor has the obligation to provide, authorizations and documents that demonstrate any signatory to an amendment has the authority to legally bind the Sponsor as described in the above Sections.

For the purposes of this Agreement, as well as for grant management purposes with RCO, only the primary Sponsor may act as a fiscal agent to obtain reimbursements (See PROJECT REIMBURSEMENTS Section).

## PURPOSE OF AGREEMENT

This Agreement sets out the terms and conditions by which a grant is made from the State Building Construction Account or Natural Cli of the State of Washington. The grant is administered by the Recreation and Conservation Office (RCO).

## DESCRIPTION OF PROJECT

The City of Tumwater is seeking restoration funding to remove and replace the only full fish passage barrier culvert on Percival Creek in Thurston County, WRIA 13. Surveyed by WDFW in 2015, the culvert that conveys Percival Creek under Sapp Road is a full fish passage barrier due to slope. Removing and replacing the culvert with a 19-foot four sided box culvert will provide access to 2,225 meters of main stem habitat 841 square meters of spawning habitat, and 82,008 square meters of rearing habitat with cool water for Chinook, chum, coho, steelhead, sea run cutthroat, and resident trout. The City will complete final designs, permitting and implementation of this project under this grant.

## PERIOD OF PERFORMANCE

The period of performance begins on July 1, 2023 (project start date) and ends on January 31, 2026 (project end date). No allowable cost incurred before or after this period is eligible for reimbursement unless specifically provided for by written amendment or addendum to this Agreement, or specifically provided for by applicable RCWs, WACs, and any applicable RCO manuals as of the effective date of this Agreement.

The RCO reserves the right to summarily dismiss any request to amend this Agreement if not made at least 60 days before the project end date.

## STANDARD TERMS AND CONDITIONS INCORPORATED

The Standard Terms and Conditions of the Recreation and Conservation Office attached hereto are incorporated by reference as part of this Agreement.

## LONG-TERM OBLIGATIONS

For this restoration project, the Sponsor's long-term obligations for the project area shall be for a minimum of ten (10) years, or more as specified in the Landowner Agreement, beginning at project completion, unless otherwise identified in the Agreement or as approved by the funding board or RCO.

## PROJECT FUNDING

The total grant award provided for this project shall not exceed \$257,550.00. The RCO shall not pay any amount beyond that approved for grant funding of the project and within the percentage as identified below. The Sponsor shall be responsible for all total project costs that exceed this amount. The minimum matching share provided by the Sponsor shall be as indicated below:

	Percentage	Dollar Amount	Source of Funding
<b>SRFB - Puget Sound Acq. &amp; Restoration</b>	15.00%	\$257,550.00	State
<b>Project Sponsor</b>	85.00%	\$1,459,450.00	
<b>Total Project Cost</b>	100.00%	\$1,717,000.00	

## RIGHTS AND OBLIGATIONS INTERPRETED IN LIGHT OF RELATED DOCUMENTS

All rights and obligations of the parties under this Agreement are further specified in and shall be interpreted in light of the Sponsor's application and the project summary and eligible scope activities under which the Agreement has been approved and/or amended as well as documents produced in the course of administering the Agreement, including the eligible scope activities, the milestones report, progress reports, and the final report. Provided, to the extent that information contained in such documents is irreconcilably in conflict with the Agreement, such information shall not be used to vary the terms of the Agreement, unless the terms in the Agreement are shown to be subject to an unintended error or omission. "Agreement" as used here and elsewhere in this document, unless otherwise specifically stated, has the meaning set forth in the definitions of the Standard Terms and Conditions.

## AMENDMENTS TO AGREEMENT

Except as provided herein, no amendment (including without limitation, deletions) of this Agreement will be effective unless set forth in writing signed by all parties. Exception: extensions of the Period of Performance and minor scope adjustments need only be signed by RCO's director or designee and consented to in writing (including email) by the Sponsor's Authorized Representative/Agent or Sponsor's designated point of contact for the implementation of the Agreement (who may be a person other than the Authorized Agent/Representative), unless otherwise provided for in an amendment. This exception does not apply to a federal government Sponsor or a Sponsor that requests and enters into a formal amendment for extensions or minor scope adjustments.

It is the responsibility of a Sponsor to ensure that any person who signs an amendment on its behalf is duly authorized to do so.

Unless otherwise expressly stated in an amendment, any amendment to this Agreement shall be deemed to include all current federal, state, and local government laws and rules, and policies applicable and active and published in the applicable RCO manuals or on the RCO website in effect as of the effective date of the amendment, without limitation to the subject matter of the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone. However, any such amendment, unless expressly stated, shall not extend or reduce the long-term obligation term.

## COMPLIANCE WITH APPLICABLE STATUTES, RULES, AND POLICIES

This Agreement is governed by, and the sponsor shall comply with, all applicable state and federal laws and regulations, applicable RCO manuals as identified below, Exhibits, and any applicable federal program and accounting rules effective as of the date of this Agreement or as of the effective date of an amendment, unless otherwise provided in the amendment. Provided, any update in law, rule, policy or a manual that is incorporated as a result of an amendment shall apply only prospectively and shall not require that an act previously done in compliance with existing requirements be redone unless otherwise expressly stated in the amendment.

For the purpose of this Agreement, WAC Title 420, SRFB policies shall apply as terms of this Agreement.

For the purpose of this Agreement, the following RCO manuals are deemed applicable and shall apply as terms of this Agreement:

- Long Term Obligations - Manual 7
- Reimbursements - Manual 8
- Restoration Projects - Manual 5
- Salmon Recovery Grants - Manual 18

#### **SPECIAL CONDITIONS**

None

#### **SPECIAL CONDITIONS - CULTURAL RESOURCES**

None

#### **AGREEMENT CONTACTS**

The parties will provide all written communications and notices under this Agreement to either or both the mail address and/or the email address listed below:

##### **Sponsor Project Contact**

Dan Smith

555 Israel Road SW  
Tumwater, WA 98501  
desmith@ci.tumwater.wa.us

##### **RCO Contact**

Kate McLaughlin  
Outdoor Grants Manager  
PO Box 40917  
Olympia, WA 98504-0917  
kate.mclaughlin@rcowa.gov

These addresses and contacts shall be effective until receipt by one party from the other of a written notice of any change. Unless otherwise provided for in this Agreement, decisions relating to the Agreement must be made by the Authorized Representative/Agent, who may or may not be the Project Contact for purposes of notices and communications.

#### **ENTIRE AGREEMENT**

This Agreement, with all amendments and attachments, constitutes the entire Agreement of the parties. No other understandings, oral or otherwise, regarding this Agreement shall exist or bind any of the parties.

#### **EFFECTIVE DATE**

Unless otherwise provided for in this Agreement, this Agreement, for Project 22-1161, shall become effective and binding on the date signed by both the sponsor and the RCO's authorized representative, whichever is later (Effective Date). Reimbursements for eligible and allowable costs incurred within the period of performance identified in the PERIOD OF PERFORMANCE Section are allowed only when this Agreement is fully executed and an original is received by RCO.

The Sponsor has read, fully understands, and agrees to be bound by all terms and conditions as set forth in this Agreement and the STANDARD TERMS AND CONDITIONS OF THE RCO GRANT AGREEMENT. The signatories listed below represent and warrant their authority to bind the parties to this Agreement.

#### **City of Tumwater**

By: Debbie Sullivan  
Debbie Sullivan (Jun 4, 2024 17:44 PDT)

Date: Jun 4, 2024

Name (printed): Debbie Sullivan

Title: Mayor

**State of Washington Recreation and Conservation Office**  
**On behalf of the Salmon Recovery Funding Board (SRFB or funding board)**

By: Kathryn Moore

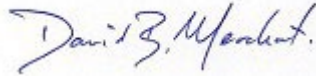
Kathryn Moore (Jun 17, 2024 16:44 PDT)

Date: Jun 17, 2024

For Megan Duffy  
Director  
Recreation and Conservation Office

Pre-approved as to form:

By:



Assistant Attorney General

Date: 10/26/2023



**Project Sponsor:** City of Tumwater  
**Project Title:** Percival Creek Fish Passage Barrier Removal

**Project Number:** 22-1161R  
**Approval Date:** 07/01/2023

## Eligible Scope Activities

### ELIGIBLE SCOPE ACTIVITIES

#### Restoration Metrics

##### Worksite #1, Percival Creek Fish Passage Barrier Removal

Targeted salmonid ESU/DPS (A.23):

Chinook Salmon-Puget Sound ESU, Chum Salmon-unidentified ESU, Coho Salmon-Southwest Washington ESU, Coho Salmon-unidentified ESU, Steelhead-Puget Sound DPS Cutthroat, Rainbow, Searun Cutthroat  
0.01

Targeted species (non-ESU species):

Miles of Stream and/or Shoreline Treated or Protected (C.0.b):

Project Identified In a Plan or Watershed Assessment (C.0.c):

Upper and lower Percival Creek are also identified as having high salmonid potential (WRIA 13 Freshwater Prioritization Summary Memo, page 10). The Percival Creek Fish Passage Barrier Removal project is specifically identified in the WRIA 13 Implementation Target Summary as one of the seven total barrier culverts on mainstem systems that needs to be fixed by 2032 (WRIA 13 Implementation Targets Summary, page 7).

Type Of Monitoring (C.0.d.1):

None

##### Fish Passage Improvement

Miles Of Stream Made Accessible (SRFB) (C.2.b.1):

0.00

Type Of Barrier (C.2.b.3):

Culvert

##### Culvert installed or improved (C.2.f.1)

Number of culverts (C.2.f.2):

1

Miles of stream made accessible by culvert installation/repair (C.2.f.3):

1.38

##### Architectural & Engineering

##### Architectural & Engineering (A&E)

Project Sponsor: City of Tumwater

Project Number: 22-1161R

Project Title: Percival Creek Fish Passage Barrier Removal

Approval Date: 07/01/2023

## Project Milestones

### PROJECT MILESTONE REPORT

Complete	Milestone	Target Date	Comments/Description
X	Applied for Permits	06/15/2023	
X	Cultural Resources	06/15/2023	No cultural resources work required for this scope of work, may proceed in accordance with RCO's Inadvertent discovery Discovery Plan. Future projects actions may require cultural resources survey.
X	Preliminary Design to RCO	07/01/2023	Completed 2020
X	Project Start	07/01/2023	
	Landowner Agreement to RCO	06/01/2024	
	Annual Project Billing Due	06/15/2024	
	Final Design to RCO	06/20/2024	
	Permits Complete	06/20/2024	
	Progress Report Due	07/01/2024	
	Bid Awarded/Contractor Hired	10/31/2024	
	Progress Report Due	12/31/2024	
	Restoration Started	06/01/2025	
	Progress Report Due	06/15/2025	
	Annual Project Billing Due	06/15/2025	
	Funding Acknowl Sign Posted	12/31/2025	
	Restoration Complete	12/31/2025	
	RCO Final Inspection	01/15/2026	
	Agreement End Date	01/31/2026	
	Final Report Due	03/31/2026	
	Final Billing Due	03/31/2026	

**Project Sponsor:** City of Tumwater  
**Project Title:** Percival Creek Fish Passage Barrier Removal

**Project Number:** 22-1161R  
**Approval Date:** 07/01/2023

## Standard Terms and Conditions of the Recreation and Conservation Office

### Table of Contents

STANDARD TERMS AND CONDITIONS EFFECTIVE DATE.....	8
CITATIONS, HEADINGS AND DEFINITIONS .....	8
PERFORMANCE BY THE SPONSOR.....	11
ASSIGNMENT .....	11
RESPONSIBILITY FOR PROJECT .....	11
INDEMNIFICATION .....	11
INDEPENDENT CAPACITY OF THE SPONSOR.....	12
CONFLICT OF INTEREST .....	12
COMPLIANCE WITH APPLICABLE LAW .....	12
ARCHAEOLOGICAL AND CULTURAL RESOURCES.....	13
RECORDS .....	14
PROJECT FUNDING .....	15
PROJECT REIMBURSEMENTS.....	15
ADVANCE PAYMENTS .....	15
RECOVERY OF PAYMENTS.....	15
COVENANT AGAINST CONTINGENT FEES .....	16
INCOME (AND FEES) AND USE OF INCOME .....	16
PROCUREMENT REQUIREMENTS.....	16
TREATMENT OF EQUIPMENT AND ASSETS .....	17
RIGHT OF INSPECTION .....	17
STEWARDSHIP AND MONITORING .....	17
ACKNOWLEDGMENT AND SIGNS .....	17
PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS .....	17
LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS .....	18
CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS.....	18
PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS .....	19
ORDER OF PRECEDENCE.....	19
LIMITATION OF AUTHORITY .....	19
WAIVER OF DEFAULT.....	19
APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH.....	20
SPECIFIC PERFORMANCE .....	20
TERMINATION AND SUSPENSION.....	20
DISPUTE HEARING .....	21
ATTORNEYS' FEES .....	21
GOVERNING LAW/VENUE.....	21
SEVERABILITY .....	22
END OF STANDARD TERMS AND CONDITIONS.....	22

## STANDARD TERMS AND CONDITIONS EFFECTIVE DATE

This document sets forth the Standard Terms and Conditions of the Recreation and Conservation Office as of 03/15/2024.

## CITATIONS, HEADINGS AND DEFINITIONS

- A. Any citations referencing specific documents refer to the current version on the effective date of this Agreement or the effective date of any amendment thereto.
- B. Headings used in this Agreement are for reference purposes only and shall not be considered a substantive part of this Agreement.
- C. Definitions. As used throughout this Agreement, the following terms shall have the meaning set forth below:

**Agreement, terms of the Agreement, or project agreement** – The document entitled “RCO GRANT AGREEMENT” accepted by all parties to the present project and transaction, including without limitation the Standard Terms and Conditions of the RCO Grant Agreement, all exhibits, attachments, addendums, amendments, and applicable manuals, and any intergovernmental agreements, and/or other documents that are incorporated into the Agreement subject to any limitations on their effect under this Agreement.

**applicable manual(s), manual** – A manual designated in this Agreement to apply as terms of this Agreement, subject (if applicable) to substitution of the “RCO director” for the term “board” in those manuals where the project is not approved by or funded by the referenced board, or a predecessor to the board.

**applicable WAC(s)** – Designated chapters or provisions of the Washington Administrative Code that apply by their terms to the type of grant in question or are deemed under this Agreement to apply as terms of the Agreement, subject to substitution of the “RCO director” for the term “board” or “agency” in those cases where the RCO has contracted to or been delegated to administer the grant program in question.

**applicant** – Any party, prior to becoming a Sponsor, who meets the qualifying standards/eligibility requirements for the grant application or request for funds in question.

**application** – The documents and other materials that an applicant submits to the RCO to support the applicant’s request for grant funds; this includes materials required for the “Application” in the RCO’s automated project information system, and other documents as noted on the application checklist including but not limited to legal opinions, maps, plans, evaluation presentations and scripts.

**Authorized Representative/Agent** – A Sponsor’s agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor’s signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**C.F.R.** – Code of Federal Regulations

**completed project or project completion** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.
- Documents affecting property rights (including RCO’s as may apply) and any applicable notice of grant, have been recorded (as may apply).

**contractor** – An entity that receives a contract from a Sponsor related to performance of work or another obligation under this Agreement.

**conversion** – A conversion occurs 1) when facilities acquired, developed, renovated or restored within the project area are changed to a use other than that for which funds were approved, without obtaining prior written formal RCO or board approval, 2) when property interests are conveyed to a third party not otherwise eligible to receive grants in the program from which funding was approved without obtaining prior written formal RCO or board approval, or 3) when obligations to operate and maintain the funded property are not complied with after reasonable opportunity to cure.

**Cultural Resources** – Archaeological or historic archaeological sites, historic buildings/structures, and cultural or sacred places.

**director** – The chief executive officer of the Recreation and Conservation Office or that person's designee.

**effective date** – The date when the signatures of all parties to this agreement are present in the agreement.

**equipment** – Tangible personal property (including information technology systems) having a useful service life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the Sponsor or \$5,000 (2 C.F.R. Part 200 (as updated)).

**funding board or board** – The Washington State Recreation and Conservation Funding Board, or the Washington State Salmon Recovery Funding Board. Or both as may apply.

**Funding Entity** – the entity that approves the project that is the subject to this Agreement.

**grant program** – The source of the grant funds received. May be an account in the state treasury, or a grant category within a larger grant program, or a federal source.

**indirect cost** – Costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved (2 C.F.R. 200 as updated).

**long-term compliance period** – The term of years, beginning on the end date of the agreement, when long-term obligations exist for the Sponsor. The start date and end date of the compliance period may also be prescribed by RCO per the Agreement.

**long-term obligations** – Sponsor's obligations after the project end date, as specified in the Agreement and manuals and other exhibits as may apply.

**landowner agreement** – An agreement that is required between a Sponsor and landowner for projects located on land not owned, or otherwise controlled, by the Sponsor.

**match or matching share** – The portion of the total project cost provided by the Sponsor.

**milestone** – An important event with a defined date to track an activity related to implementation of a funded project and monitor significant stages of project accomplishment.

**Office** – Means the Recreation and Conservation Office or RCO.

**pass-through entity** – A non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (2 CFR 200 (as updated)). If this Agreement is a federal subaward, RCO is the pass-through entity.

**period of performance** – The period beginning on the project start date and ending on the project end date.

**pre-agreement cost** – A project cost incurred before the period of performance.

**primary Sponsor** – The Sponsor who is not a secondary Sponsor and who is specifically identified in the Agreement as the entity to which RCO grants funds to and authorizes and requires to administer the grant. Administration includes but is not limited to acting as the fiscal agent for the grant (e.g. requesting and accepting reimbursements, submitting reports). Primary Sponsor includes its officers, employees, agents and successors.

**project** – The undertaking that is funded by this Agreement either in whole or in part with funds administered by RCO.

**project area** – The area consistent with the geographic limits of the scope of work of the project and subject to project agreement requirements. For restoration projects, the project area must include the physical limits of the project's final site plans or final design plans. For acquisition projects, the project area must include the area described by the legal description of the properties acquired for or committed to the project.

**project completion or completed project** – The status of a project when all of the following have occurred:

- The grant funded project has been inspected by the RCO and the RCO has determined that all scopes of work to implement the project have been completed satisfactorily.
- A final project report is submitted to and accepted by RCO.
- Any needed amendments to the Agreement have been entered by the Sponsor and RCO and have been delivered to the RCO.
- A final reimbursement request has been delivered to and paid by RCO.

- Documents affecting property rights (including RCO's as may apply) and any applicable notice of grant, have been recorded (as may apply).

**project cost** – The total allowable costs incurred under this Agreement and all required match share and voluntary committed matching share, including third-party contributions (see also 2 C.F.R. Part 200 (as updated)) for federally funded projects).

**project end date** – The specific date identified in the Agreement on which the period of performance ends, as may be changed by amendment. This date is not the end date for any long-term obligations.

**project start date** – The specific date identified in the Agreement on which the period of performance starts.

**RCO** – Recreation and Conservation Office – The state agency that administers the grant that is the subject of this Agreement. RCO includes the director and staff.

**RCW** – Revised Code of Washington

**reimbursement** – RCO's payment of funds from eligible and allowable costs that have already been paid by the Sponsor per the terms of the Agreement.

**renovation project** – A project intended to improve an existing site or structure in order to increase its useful service life beyond current expectations or functions. This does not include maintenance activities to maintain the facility for its originally expected useful service life.

**restoration project** – A project intended to bring a site back to its historic function as part of a natural ecosystem, or one intended to improve the ecological or habitat functionality or capacity of (or part of) a site, landscape, marine environment, or watershed.

**restoration and/or enhancement project** – A project that brings a site back to its historic function as part of a natural ecosystem or that improves the ecological functionality of a site or a larger ecosystem which improvement may include benefiting fish stocks.

**secondary Sponsor** – One of two or more Sponsors who is not a primary Sponsor. Only the primary Sponsor may be the fiscal agent for the project.

**Sponsor** – A Sponsor is an organization that is listed in and has signed this Agreement.

**Sponsor Authorized Representative/Agent** – A Sponsor's agent (employee, political appointee, elected person, etc.) authorized to be the signatory of this Agreement and any amendments requiring a Sponsor signature. This person has the signature authority to bind the Sponsor to this Agreement, grant, and project.

**SRFB** – Salmon Recovery Funding Board

**subaward** – Funds allocated to the RCO from another organization, for which RCO makes available to or assigns to another organization via this Agreement. Also, a subaward may be an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of any award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a federal or other program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract. Also see 2 C.F.R. Part 200 (as updated). For federal subawards, a subaward is for the purpose of carrying out a portion of a Federal award and creates a federal assistance relationship with the subrecipient (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the subaward amount is the grant program amount in the Project Funding Section.

**subrecipient** – Subrecipient means an entity that receives a subaward. For non-federal entities receiving federal funds, a subrecipient is an entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency (2 C.F.R. Part 200 (as updated)). If this Agreement is a federal subaward, the Sponsor is the subrecipient.

**tribal consultation** – Outreach, and consultation with one or more federally recognized tribes (or a partnership or coalition or consortium of such tribes, or a private tribal enterprise) whose rights will or may be significantly affected by the proposed project. This includes sharing with potentially-affected tribes the scope of work in the grant and potential impacts to natural areas, natural resources, and the built environment by the project. It also includes responding to any tribal request from such tribes and considering tribal recommendations for project implementation which may include not proceeding with parts of the project, altering the project concept and design, or relocating the project or not implementing the project, all of which RCO shall have the final approval of.

**useful service life** – Period during which a built asset, equipment, or fixture is expected to be useable for the purpose it was acquired, installed, developed, and/or renovated, or restored per this Agreement.

**WAC** – Washington Administrative Code.

## PERFORMANCE BY THE SPONSOR

The Sponsor shall undertake the project as described in this Agreement, and in accordance with the Sponsor's proposed goals and objectives described in the application or documents submitted with the application, all as finally approved by the RCO (to include any RCO approved changes or amendments thereto). All submitted documents are incorporated by this reference as if fully set forth herein.

Timely completion of the project and submission of required documents, including progress and final reports, is important. Failure to meet critical milestones or complete the project, as set out in this Agreement, is a material breach of the Agreement.

## ASSIGNMENT

Neither this Agreement, nor any claim arising under this Agreement, shall be transferred or assigned by the Sponsor without prior written approval of the RCO. Sponsor shall not sell, give, or otherwise assign to another party any property right, or alter a conveyance (see below) for the project area acquired with this grant without prior approval of the RCO.

## RESPONSIBILITY FOR PROJECT

Although RCO administers the grant that is the subject of this Agreement, the project itself remains the sole responsibility of the Sponsor. The RCO and Funding Entity (if different from the RCO) undertakes no responsibilities to the Sponsor, or to any third party, other than as is expressly set out in this Agreement.

The responsibility for the implementation of the project is solely that of the Sponsor, as is the responsibility for any claim or suit of any nature by any third party related in any way to the project. When a project has more than one Sponsor, any and all Sponsors are equally responsible for the project and all post-completion stewardship responsibilities and long-term obligations unless otherwise stated in this Agreement.

The RCO, its employees, assigns, consultants and contractors, and members of any funding board or advisory committee or other RCO grant review individual or body, have no responsibility for reviewing, approving, overseeing or supervising design, construction, or safety of the project and leaves such review, approval, oversight and supervision exclusively to the Sponsor and others with expertise or authority. In this respect, the RCO, its employees, assigns, consultants and contractors, and any funding board or advisory committee or other RCO grant review individual or body will act only to confirm at a general, lay person, and nontechnical level, solely for the purpose of project eligibility and payment and not for safety or suitability, that the project apparently is proceeding or has been completed as per the Agreement.

## INDEMNIFICATION

The Sponsor shall defend, indemnify, and hold the State and its officers and employees harmless from all claims, demands, or suits at law or equity arising in whole or in part from the actual or alleged acts, errors, omissions or negligence in connection with this Agreement (including without limitation all work or activities thereunder), or the breach of any obligation under this Agreement by the Sponsor or the Sponsor's agents, employees, contractors, subcontractors, or vendors, of any tier, or any other persons for whom the Sponsor may be legally liable.

Provided that nothing herein shall require a Sponsor to defend or indemnify the State against and hold harmless the State from claims, demands or suits based solely upon the negligence of the State, its employees and/or agents for whom the State is vicariously liable.

Provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Sponsor or the Sponsor's agents or employees, and (b) the State, or its employees or agents the indemnity obligation shall be valid and enforceable only to the extent of the Sponsor's negligence or its agents, or employees.

As part of its obligations provided above, the Sponsor specifically assumes potential liability for actions brought by the Sponsor's own employees or its agents against the State and, solely for the purpose of this indemnification and defense, the Sponsor specifically waives any immunity under the state industrial insurance law, RCW Title 51. Sponsor's waiver of immunity under this provision extends only to claims against Sponsor by Indemnitee RCO, and does not include, or extend to, any claims by Sponsor's employees directly against Sponsor.

Sponsor shall ensure that any agreement relating to this project involving any contractors, subcontractors and/or vendors of any tier shall require that the contracting entity indemnify, defend, waive RCW 51 immunity, and otherwise protect the State as provided herein as if it were the Sponsor. This shall not apply to a contractor or subcontractor is solely donating its services to the project without compensation or other substantial consideration.

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

The funding board and RCO are included within the term State, as are all other agencies, departments, boards, councils, committees, divisions, bureaus, offices, societies, or other entities of state government.

#### INDEPENDENT CAPACITY OF THE SPONSOR

The Sponsor and its employees or agents performing under this Agreement are not officers, employees or agents of the RCO or Funding Entity. The Sponsor will not hold itself out as nor claim to be an officer, employee or agent of the RCO or the Funding Entity, or of the state of Washington, nor will the Sponsor make any claim of right, privilege or benefit which would accrue to an employee under RCW 41.06.

The Sponsor is responsible for withholding and/or paying employment taxes, insurance, or deductions of any kind required by federal, state, and/or local laws.

#### CONFLICT OF INTEREST

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

In the event this Agreement is terminated as provided herein, RCO shall be entitled to pursue the same remedies against the Sponsor as it could pursue in the event of a breach of the Agreement by the Sponsor. The rights and remedies of RCO provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

#### COMPLIANCE WITH APPLICABLE LAW

In implementing the Agreement, the Sponsor shall comply with all applicable federal, state, and local laws (including without limitation all applicable ordinances, codes, rules, and regulations). Such compliance includes, without any limitation as to other applicable laws, the following laws:

- A. **Nondiscrimination Laws.** The Sponsor shall comply with all applicable federal, state, and local nondiscrimination laws and/or policies, including but not limited to: the Americans with Disabilities Act; Civil Rights Act; and the Age Discrimination Employment Act (if applicable). In the event of the Sponsor's noncompliance or refusal to comply with any nondiscrimination law or policy, the Agreement may be rescinded, cancelled, or terminated in whole or in part, and the Sponsor may be declared ineligible for further grant awards from the RCO or Funding Entity. The Sponsor is responsible for any and all costs or liability arising from the Sponsor's failure to so comply with applicable law. Except where a nondiscrimination clause required by a federal funding agency is used, the Sponsor shall insert the following nondiscrimination clause in each contract for construction of this project: "During the performance of this contract, the contractor agrees to comply with all federal and state nondiscrimination laws, regulations and policies."
- B. **Secular Use of Funds.** No funds awarded under this grant may be used to pay for any religious activities, worship, or instruction, or for lands and facilities for religious activities, worship, or instruction. Religious activities, worship, or instruction may be a minor use of the grant supported recreation and conservation land or facility.
- C. **Wages and Job Safety.** The Sponsor agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington or other jurisdiction which affect wages and job safety. The Sponsor agrees when state prevailing wage laws (RCW 39.12) are applicable, to comply with such laws, to pay the prevailing rate of wage to all workers, laborers, or mechanics employed in the performance of any part of this contract, and to file a statement of intent to pay prevailing wage with the Washington State Department of Labor and Industries as required by RCW 39.12.40. The Sponsor also agrees to comply with the provisions of the rules and regulations of the Washington State Department of Labor and Industries.

- 1) Pursuant to RCW 39.12.040(1)(a), all contractors and subcontractors shall submit to Sponsor a statement of intent to pay prevailing wages if the need to pay prevailing wages is required by law. If a contractor or



subcontractor intends to pay other than prevailing wages, it must provide the Sponsor with an affirmative statement of the contractor's or subcontractor's intent. Unless required by law, the Sponsor is not required to investigate a statement regarding prevailing wage provided by a contractor or subcontractor.

- 2) Exception, Service Organizations of Trail and Environmental Projects (RCW 79A.35.130). If allowed by state and federal law and rules, participants in conservation corps programs offered by a nonprofit organization affiliated with a national service organization established under the authority of the national and community service trust act of 1993, P.L. 103-82, are exempt from provisions related to rates of compensation while performing environmental and trail maintenance work provided: (1) The nonprofit organization must be registered as a nonprofit corporation pursuant to RCW 24.03; (2) The nonprofit organization's management and administrative headquarters must be located in Washington; (3) Participants in the program must spend at least fifteen percent of their time in the program on education and training activities; and (4) Participants in the program must receive a stipend or living allowance as authorized by federal or state law. Participants are exempt from provisions related to rates of compensation only for environmental and trail maintenance work conducted pursuant to the conservation corps program.
- D. **Restrictions on Grant Use.** No part of any funds provided under this grant shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, or for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the U.S. Congress or any state legislature. No part of any funds provided under this grant shall be used to pay the salary or expenses of any Sponsor, or agent acting for such Sponsor, related to any activity designed to influence legislation or appropriations pending before the U.S. Congress or any state legislature.
- E. **Debarment and Certification.** By signing the Agreement with RCO, the Sponsor certifies that neither it nor its principals nor any other lower tier participant are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by Washington State Labor and Industries. Further, the Sponsor agrees not to enter into any arrangements or contracts related to this Agreement with any party that is on Washington State Department of Labor and Industries' "Debarred Contractor List."

#### ARCHAEOLOGICAL AND CULTURAL RESOURCES

- A. **Project Review.** RCO facilitates the review of projects for potential impacts to archaeology and cultural resources, except as those listed below. The Sponsor shall follow RCO guidance and directives to assist it with such review as may apply.
- 1) **Projects occurring on State/Federal Lands:** Archaeological and cultural resources compliance for projects occurring on State or Federal Agency owned or managed lands, will be the responsibility of the respective agency, regardless of sponsoring entity type. Prior to ground disturbing work or alteration of a potentially historic or culturally significant structure, or release of final payments on an acquisition, the Sponsor must provide RCO all documentation acknowledging and demonstrating that the applicable archaeological and cultural resources responsibilities of such state or federal landowner or manager has been conducted.
- B. **Termination.** RCO retains the right to terminate a project due to anticipated or actual impacts to archaeology and cultural resources.
- C. **Notice To Proceed.** No work shall commence in the project area until RCO has provided a notice of cultural resources completion. RCO may require on-site monitoring for impacts to archaeology and cultural resources during any demolition, construction, land clearing, restoration, or repair work, and may direct that work stop to minimize, mitigate, or avoid impacts to archaeology and cultural resource impacts or concerns. All cultural resources requirements for non ground disturbing projects (such as acquisition or planning projects) must be met prior to final reimbursement.
- D. **Compliance and Indemnification.** At all times, the Sponsor shall take reasonable action to avoid, minimize, or mitigate adverse effects to archaeological and historic resources in the project area, and comply with any RCO direction for such minimization and mitigation. All federal or state cultural resources requirements under Governor's Executive Order 21-02 and the National Historic Preservation Act, and the State Environmental Policy Act and the National Environmental Policy Act, and any local laws that may apply, must be completed prior to the start of any work on the project site. The Sponsor must agree to indemnify and hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the project funded under this Agreement. Sponsor shall comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.
- E. **Costs associated with project review and evaluation of archeology and cultural resources** are eligible for reimbursement under this agreement. Costs that exceed the budget grant amount shall be the responsibility of the Sponsor.
- F. **Inadvertent Discovery Plan.** The Sponsor shall request, review, and be bound by the RCO Inadvertent Discovery Plan, and:

- 1) Keep the IDP at the project site.
- 2) Make the IDP readily available to anyone working at the project site.
- 3) Discuss the IDP with staff and contractors working at the project site.
- 4) Implement the IDP when cultural resources or human remains are found at the project site.

#### G. Inadvertent Discovery

- 1) If any archaeological or historic resources are found while conducting work under this Agreement, the Sponsor shall immediately stop work and notify RCO, the Department of Archaeology and Historic Preservation at (360) 586-3064, and any affected Tribe, and stop any activity that may cause further disturbance to the archeological or historic resources.
- 2) If any human remains are found while conducting work under this Agreement, Sponsor shall immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then RCO, all in the most expeditious manner, and stop any activity that may cause disturbance to the remains. Sponsor shall secure the area of the find will and protect the remains from further disturbance until the State provides a new notice to proceed.
  - a) Any human remains discovered shall not be touched, moved, or further disturbed unless directed by the Department of Archaeology and Historic Preservation (DAHP).
  - b) The county medical examiner/coroner will assume jurisdiction over the human skeletal remains and make a determination of whether those remains are forensic or non-forensic. If the county medical examiner/coroner determines the remains are non-forensic, then they will report that finding to the Department of Archaeology and Historic Preservation (DAHP) who will then take jurisdiction over the remains. The DAHP will notify any appropriate cemeteries and all affected tribes of the find. The State Physical Anthropologist will make a determination of whether the remains are Indian or Non-Indian and report that finding to any appropriate cemeteries and the affected tribes. The DAHP will then handle all consultation with the affected parties as to the future preservation, excavation, and disposition of the remains.

#### RECORDS

- A. **Digital Records.** If requested by RCO, the Sponsor must provide a digital file(s) of the project property and funded project site in a format specified by the RCO.
- B. **Maintenance and Retention.** The Sponsor shall maintain books, records, documents, data and other records relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Sponsor shall retain such records for a period of nine years from the date RCO deems the project complete, as defined in the PROJECT REIMBURSEMENTS Section. If any litigation, claim or audit is started before the expiration of the nine (9) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.
- C. **Access to Records and Data.** At no additional cost, the records relating to the Agreement, including materials generated under the Agreement, shall be subject at all reasonable times to inspection, review or audit by RCO, personnel duly authorized by RCO, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement. This includes access to all information that supports the costs submitted for payment under the grant and all findings, conclusions, and recommendations of the Sponsor's reports, including computer models and methodology for those models.
- D. **Public Records.** Sponsor acknowledges that the RCO is subject to RCW 42.56 and that this Agreement and any records Sponsor submits or has submitted to the State shall be a public record as defined in RCW 42.56. RCO administers public records requests per WAC 286-06 and 420-04 (which ever applies). Additionally, the Sponsor agrees to disclose any information in regards to the expenditure of that funding as if the project sponsor were subject to the requirements of chapter 42.56 RCW. By submitting any record to the State, Sponsor understands that the State may be requested to disclose or copy that record under the state public records law, currently codified at RCW 42.56. The Sponsor warrants that it possesses such legal rights as are necessary to permit the State to disclose and copy such record to respond to a request under state public records laws. The Sponsor hereby agrees to release the State from any claims arising out of allowing such review or copying pursuant to a public records act request, and to indemnify against any claims arising from allowing such review or copying and pay the reasonable cost of state's defense of such claims.

## PROJECT FUNDING

- A. **Authority.** This Agreement and funding is made available to Sponsor through the RCO.
- B. **Additional Amounts.** The RCO or Funding Entity shall not be obligated to pay any amount beyond the dollar amount as identified in this Agreement, unless an additional amount has been approved in advance by the RCO director and incorporated by written amendment into this Agreement.
- C. **Before the Agreement.** No expenditure made, or obligation incurred, by the Sponsor before the project start date shall be eligible for grant funds, in whole or in part, unless specifically provided for by the RCO director, such as a waiver of retroactivity or program specific eligible pre-Agreement costs. For reimbursements of such costs, this Agreement must be fully executed and an original received by RCO. The dollar amounts identified in this Agreement may be reduced as necessary to exclude any such expenditure from reimbursement.
- D. **After the Period of Performance.** No expenditure made, or obligation incurred, following the period of performance shall be eligible, in whole or in part, for grant funds hereunder. In addition to any remedy the RCO or Funding Entity may have under this Agreement, the grant amounts identified in this Agreement shall be reduced to exclude any such expenditure from participation.

## PROJECT REIMBURSEMENTS

- A. **Reimbursement Basis.** This Agreement is administered on a reimbursement basis per WAC 286-13 and/or 420-12, whichever has been designated to apply. Only the primary Sponsor may request reimbursement for eligible and allowable costs incurred during the period of performance. The primary Sponsor may request reimbursement only after (1) this Agreement has been fully executed and (2) the Sponsor has remitted payment to its vendors. RCO will authorize disbursement of project funds only on a reimbursable basis at the percentage as defined in the PROJECT FUNDING Section. Reimbursement shall not be approved for any expenditure not incurred by the Sponsor, or for a donation used as part of its matching share. RCO does not reimburse for donations. All reimbursement requests must include proper documentation of expenditures as required by RCO.
- B. **Reimbursement Request Frequency.** The primary Sponsor is required to submit a reimbursement request to RCO, at a minimum for each project at least once a year for reimbursable activities occurring between July 1 and June 30 or as identified in the milestones. Sponsors must refer to the most recent applicable RCO manuals and this Agreement regarding reimbursement requirements.
- C. **Compliance and Payment.** The obligation of RCO to pay any amount(s) under this Agreement is expressly conditioned on strict compliance with the terms of this Agreement and other agreements between RCO and the Sponsor.
- D. **Conditions for Payment of Retainage.** RCO reserves the right to withhold disbursement of the total amount of the grant to the Sponsor until the following has occurred:
  - 1) RCO has accepted the project as a completed project, which acceptance shall not be unreasonably withheld.
  - 2) On-site signs are in place (if applicable); Any other required documents and media are complete and submitted to RCO; Grant related fiscal transactions are complete, and
  - 3) RCO has accepted a final boundary map of the project area for which the Agreement terms will apply in the future.

## ADVANCE PAYMENTS

Advance payments of or in anticipation of goods or services are not allowed unless approved by the RCO director and are consistent with legal requirements and Manual 8: Reimbursements.

## RECOVERY OF PAYMENTS

- A. **Recovery for Noncompliance.** In the event that the Sponsor fails to expend funds under this Agreement in accordance with state and federal laws, and/or the provisions of the Agreement, fails to meet its percentage of the project total, and/or fails to comply with any of the terms and conditions of the Agreement, RCO reserves the right to recover grant award funds in the amount equivalent to the extent of noncompliance in addition to any other remedies available at law or in equity.
- B. **Return of Overpayments.** The Sponsor shall reimburse RCO for any overpayment or erroneous payments made under the Agreement. Repayment by the Sponsor of such funds under this recovery provision shall occur within 30 days of demand by RCO. Interest shall accrue at the rate of twelve percent (12%) per annum from the time the Sponsor received such overpayment. Unless the overpayment is due to an error of RCO, the payment shall be due and owing on the date that the Sponsor receives the overpayment from the RCO. If the payment is due to an error of

RCO, it shall be due and owing 30 days after demand by RCO for refund.

### COVENANT AGAINST CONTINGENT FEES

The Sponsor warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement on an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Sponsor for the purpose of securing business. RCO shall have the right, in the event of breach of this clause by the Sponsor, to terminate this Agreement and to be reimbursed by Sponsor for any grant funds paid to Sponsor (even if such funds have been subsequently paid to an agent), without liability to RCO or, in RCO's discretion, to deduct from the Agreement grant amount or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

### INCOME (AND FEES) AND USE OF INCOME

- A. **Compatible source.** The source of any income generated in a funded project or project area must be compatible with the funding source and the Agreement and any applicable manuals, RCWs, and WACs.
- B. **Use of Income.** Subject to any limitations contained in applicable state or federal law, any needed approvals of RCO, and applicable rules and policies, income or fees generated at a project work site (including entrance, utility corridor permit, cattle grazing, timber harvesting, farming, rent, franchise fees, ecosystem services, carbon offsets sequestration, etc.) during or after the reimbursement period cited in the Agreement, must be used to offset:
  - 1) The Sponsor's matching resources;
  - 2) The project's total cost;
  - 3) The expense of operation, maintenance, stewardship, monitoring, and/or repair of the facility or program assisted by the grant funding;
  - 4) The expense of operation, maintenance, stewardship, monitoring, and/or repair of other similar units in the Sponsor's system;
  - 5) Capital expenses for similar acquisition and/or development and renovation; and/or
  - 6) Other purposes explicitly approved by RCO or otherwise provided for in this agreement.
- C. **Fees.** User and/or other fees may be charged in connection with land acquired or facilities developed, maintained, renovated, or restored and shall be consistent with the:
  - 1) Grant program laws, rules, and applicable manuals;
  - 2) Value of any service(s) furnished;
  - 3) Value of any opportunities furnished; and
  - 4) Prevailing range of public fees in the state for the activity involved.

### PROCUREMENT REQUIREMENTS

- A. **Procurement Requirements.** If the Sponsor has, or is required to have, a procurement process that follows applicable state and/or federal law or procurement rules and principles, it must be followed, documented, and retained. If no such process exists, the Sponsor must follow these minimum procedures:
  - 1) Publish a notice to the public requesting bids/proposals for the project;
  - 2) Specify in the notice the date for submittal of bids/proposals;
  - 3) Specify in the notice the general procedure and criteria for selection; and
  - 4) Sponsor must contract or hire from within its bid pool. If bids are unacceptable the process needs to be repeated until a suitable bid is selected.
  - 5) Comply with the same legal standards regarding unlawful discrimination based upon race, gender, ethnicity, sex, or sex-orientation that are applicable to state agencies in selecting a bidder or proposer.

Alternatively, Sponsor may choose a bid from a bidding cooperative if authorized to do so.

This procedure creates no rights for the benefit of third parties, including any proposers, and may not be

enforced or subject to review of any kind or manner by any entity other than the RCO. Sponsors may be required to certify to the RCO that they have followed any applicable state and/or federal procedures or the above minimum procedure where state or federal procedures do not apply.

### TREATMENT OF EQUIPMENT AND ASSETS

Equipment shall be used and managed only for the purpose of this Agreement, unless otherwise provided herein or in the applicable manuals, or approved by RCO in writing.

- A. **Discontinued Use.** Equipment obtained under this Agreement shall remain in the possession of the Sponsor for the duration of the project, or RULES of applicable grant assisted program. When the Sponsor discontinues use of the equipment for the purpose for which it was funded, RCO may require the Sponsor to deliver the equipment to RCO, or to dispose of the equipment according to RCO published policies.
- B. **Loss or Damage.** The Sponsor shall be responsible for any loss or damage to equipment.

### RIGHT OF INSPECTION

The Sponsor shall provide right of access to the project to RCO, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, long-term obligations, compliance, and/or quality assurance under this Agreement. If a landowner agreement or other form of control and tenure limits access to the project area, it must include (or be amended to include) the RCO's right to inspect and access lands acquired or developed with this funding assistance.

### STEWARDSHIP AND MONITORING

Sponsor agrees to perform monitoring and stewardship functions as stated in the applicable WACs and manuals, this Agreement, or as otherwise directed by RCO consistent with the existing laws and applicable manuals. Sponsor further agrees to utilize, where applicable and financially feasible, any monitoring protocols recommended by the RCO; provided that RCO does not represent that any monitoring it may recommend will be adequate to reasonably assure project performance or safety. It is the sole responsibility of the Sponsor to perform such additional monitoring as may be adequate for such purposes.

### ACKNOWLEDGMENT AND SIGNS

- A. **Publications.** The Sponsor shall include language which acknowledges the funding contribution of the applicable grant program to this project in any release or other publication developed or modified for, or referring to, the project during the project period and in the future.
- B. **Signs.**
  - 1) During the period of performance through the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations on the project area that acknowledge the applicable grant program's funding contribution, unless waived by the director; and
  - 2) During the period of long-term obligation, the Sponsor shall post openly visible signs or other appropriate media at entrances and other locations to notify the public of the availability of the site for reasonable public access.
- C. **Ceremonies.** The Sponsor shall notify RCO no later than two weeks before a dedication ceremony for this project. The Sponsor shall verbally acknowledge the applicable grant program's funding contribution at all dedication ceremonies and in all advertisements and mailings thereof, and any and all of its related digital media publications.

### PROVISIONS APPLYING TO DEVELOPMENT, MAINTENANCE, RENOVATION, AND RESTORATION PROJECTS

The following provisions shall be in force:

- A. **Operations and Maintenance.** Properties, structures, and facilities developed, maintained, or operated with the assistance of money granted per this Agreement and within the project area shall be built, operated, and maintained according to applicable regulations, laws, building codes, and health and public safety standards to assure a reasonably safe condition and to prevent premature deterioration. It is the Sponsor's sole responsibility to ensure the same are operated and maintained in a safe and operable condition. The RCO does not conduct safety inspections or employ or train staff for that purpose.
- B. **Document Review and Approval.** Prior to commencing construction or finalizing the design, the Sponsor agrees to submit one copy of all construction and restoration plans and specifications to RCO for review solely for compliance with the scope of work to be identified in the Agreement. RCO does not review for, and disclaims any responsibility to review for safety, suitability, engineering, compliance with code, or any matters other than the scope so identified.

Although RCO staff may provide tentative guidance to a Sponsor on matters related to site accessibility by persons with a disability, it is the Sponsor's responsibility to confirm that all legal requirements for accessibility are met even if the RCO guidance would not meet such requirements.

- 1) Change orders that impact the amount of funding or changes to the scope of the project as described to and approved by the RCO must receive prior written approval of the RCO.
- C. **Control and Tenure.** The Sponsor must provide documentation that shows appropriate tenure and term (such as long-term lease, perpetual or long-term easement, or perpetual or long-term fee simple ownership, or landowner agreement or interagency agreement for the land proposed for construction, renovation, or restoration. The documentation must meet current RCO requirements identified in this Agreement as of the effective date of this Agreement unless otherwise provided in any applicable manual, RCW, WAC, or as approved by the RCO.
- D. **Use of Best Management Practices.** Sponsors are encouraged to use best management practices including those developed as part of the Washington State Aquatic Habitat Guidelines (AHG) Program. AHG documents include "Integrated Streambank Protection Guidelines", 2002; "Land Use Planning for Salmon, Steelhead and Trout: A land use planner's guide to salmonid habitat protection and recovery", 2009; "Protecting Nearshore Habitat and Functions in Puget Sound", 2010; "Stream Habitat Restoration Guidelines", 2012; "Water Crossing Design Guidelines", 2013; and "Marine Shoreline Design Guidelines", 2014. These documents, along with new and updated guidance documents, and other information are available on the AHG Web site. Sponsors are also encouraged to use best management practices developed by the Washington Invasive Species Council (WISC) described in "Reducing Accidental Introductions of Invasive Species" which is available on the WISC Web site.
- E. At no time shall the Sponsor design, construct, or operate this grant funded project in a way that unreasonably puts the public, itself, or others at risk of injury or property damage. The Sponsor agrees and acknowledges that the Sponsor is solely responsible for safety and risk associated with the project, that RCO does not have expertise, capacity, or a mission to review, monitor, or inspect for safety and risk, that no expectation exists that RCO will do so, and that RCO is in no way responsible for any risks associated with the project.

#### LONG-TERM OBLIGATIONS OF THE PROJECTS AND SPONSORS

- A. **Long-Term Obligations.** This section applies to completed projects only.
- B. **Perpetuity.** For acquisition and development projects, or a combination thereof, unless otherwise allowed by applicable manual, policy, program rules, or this Agreement, or approved in writing by RCO. The RCO requires that the project area continue to function for the purposes for which these grant funds were approved, in perpetuity.
- C. **Conversion.** The Sponsor shall not at any time convert any real property (including any interest therein) or facility acquired, developed, and/or renovated pursuant to this Agreement, unless provided for in applicable statutes, rules, and policies. Conversion includes, but is not limited to, putting such property (or a portion of it) to uses other than those purposes for which funds were approved or transferring such property to another entity without prior approval via a written amendment to the Agreement. All real property or facilities acquired, developed, and/or renovated with funding assistance shall remain in the same ownership and in public use/access status in perpetuity unless otherwise expressly provided in the Agreement or applicable policies or unless a transfer or change in use is approved by the RCO through an amendment. Failure to comply with these obligations is a conversion. Further, if the project is subject to operation and or maintenance obligations, the failure to comply with such obligations, without cure after a reasonable period as determined by the RCO, is a conversion. Determination of whether a conversion has occurred shall be based upon all terms of the Agreement, and all applicable state or federal laws or regulation.
- 1) When a conversion has been determined to have occurred, the Sponsor shall remedy the conversion as set forth in this Agreement (with incorporated documents) and as required by all applicable policies, manuals, WACs and laws that exist at the time the remedy is implemented or the right to the remedy is established by a court or other decision-making body, and the RCO may pursue all remedies as allowed by the Agreement or law.

#### CONSTRUCTION, OPERATION, USE, AND MAINTENANCE OF ASSISTED PROJECTS

The following provisions shall be in force for this agreement:

- A. **Property and facility operation and maintenance.** Sponsor must ensure that properties or facilities assisted with the grant funds, including undeveloped sites, are built, operated, used, and maintained:
- 1) According to applicable federal, state, and local laws and regulations, including public health standards and building codes;
  - 2) In a reasonably safe condition for the project's intended use;

- 3) Throughout its estimated useful service life so as to prevent undue deterioration;
- 4) In compliance with all federal and state nondiscrimination laws, regulations and policies.

B. **Open to the public.** Unless otherwise specifically provided for in the Agreement, and in compliance with applicable statutes, rules, and applicable WACs and manuals, facilities must be open and accessible to the general public, and must:

- 1) Be constructed, maintained, and operated to meet or exceed the minimum requirements of the most current guidelines or rules, local or state codes, Uniform Federal Accessibility Standards, guidelines, or rules, including but not limited to: the International Building Code, the Americans with Disabilities Act, and the Architectural Barriers Act, as amended and updated.
- 2) Appear attractive and inviting to the public except for brief installation, construction, or maintenance periods.
- 3) Be available for appropriate use by the general public at reasonable hours and times of the year, according to the type of area or facility, unless otherwise stated in RCO manuals or, by a decision of the RCO director in writing. Sponsor shall notify the public of the availability for use by posting and updating that information on its website and by maintaining at entrances and/or other locations openly visible signs with such information.

### PROVISIONS FOR SALMON RECOVERY FUNDING BOARD PROJECTS

For habitat restoration projects funded in part or whole with federal funds administered by the SRFB the Sponsor shall not commence with clearing of riparian trees or in-water work unless either the Sponsor has complied with 50 C.F.R. § 223.203 (b)(8) (2000), limit 8 or until an Endangered Species Act consultation is finalized in writing by the National Oceanic and Atmospheric Administration. Violation of this requirement may be grounds for terminating this Agreement. This section shall not be the basis for any enforcement responsibility by RCO.

### ORDER OF PRECEDENCE

This Agreement is entered into, pursuant to, and under the authority granted by applicable federal and state laws. The provisions of the Agreement shall be construed to conform to those laws. In the event of a direct and irreconcilable conflict between the terms of this Agreement and any applicable statute, rule, or policy or procedure, the conflict shall be resolved by giving precedence in the following order:

- A. Federal law and binding executive orders;
- B. Code of federal regulations;
- C. Terms and conditions of a grant award to the state from the federal government;
- D. Federal grant program policies and procedures adopted by a federal agency that are required to be applied by federal law;
- E. State Constitution, RCW, and WAC;
- F. Agreement Terms and Conditions and Applicable Manuals;
- G. Applicable deed restrictions, and/or governing documents.

### LIMITATION OF AUTHORITY

Only RCO's Director or RCO's delegate authorized in writing (delegation to be made prior to action) shall have the authority to alter, amend, modify, or waive any clause or condition of this Agreement; provided that any such alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding unless made as a written amendment to this Agreement and signed by the RCO Director or delegate.

### WAIVER OF DEFAULT

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such in writing, signed by the director, or the director's designee, and attached as an amendment to the original Agreement.

## **APPLICATION REPRESENTATIONS – MISREPRESENTATIONS OR INACCURACY OR BREACH**

The Funding Entity (if different from RCO) and RCO rely on the Sponsor's application in making its determinations as to eligibility for, selection for, and scope of, funding grants. Any misrepresentation, error or inaccuracy in any part of the application may be deemed a breach of this Agreement.

## **SPECIFIC PERFORMANCE**

RCO may, at its discretion, enforce this Agreement by the remedy of specific performance, which means Sponsors' completion of the project and/or its completion of long-term obligations as described in this Agreement. However, the remedy of specific performance shall not be the sole or exclusive remedy available to RCO. No remedy available to the RCO shall be deemed exclusive. The RCO may elect to exercise any, a combination of, or all of the remedies available to it under this Agreement, or under any provision of law, common law, or equity, including but not limited to seeking full or partial repayment of the grant amount paid and damages.

## **TERMINATION AND SUSPENSION**

The RCO requires strict compliance by the Sponsor with all the terms of this Agreement including, but not limited to, the requirements of the applicable statutes, rules, and RCO policies, and with the representations of the Sponsor in its application for a grant as finally approved by RCO. For federal awards, notification of termination will comply with 2 C.F.R. § 200 (as updated).

### **A. For Cause.**

- 1) The RCO director may suspend or terminate the obligation to provide funding to the Sponsor under this Agreement:
  - a) If the Sponsor breaches any of the Sponsor's obligations under this Agreement;
  - b) If the Sponsor fails to make progress satisfactory to the RCO director toward completion of the project by the completion date set out in this Agreement. Included in progress is adherence to milestones and other defined deadlines; or
  - c) If the primary and secondary Sponsor(s) cannot mutually agree on the process and actions needed to implement the project;
- 2) Prior to termination, the RCO shall notify the Sponsor in writing of the opportunity to cure. If corrective action is not taken within 30 days or such other time period that the director approves in writing, the Agreement may be terminated. In the event of termination, the Sponsor shall be liable for damages or other relief as authorized by law and/or this Agreement.
- 3) RCO reserves the right to suspend all or part of the Agreement, withhold further payments, or prohibit the Sponsor from incurring additional obligations of funds during the investigation of any alleged breach and pending corrective action by the Sponsor, or a decision by the RCO to terminate the Contract.

### **B. For Convenience.** Except as otherwise provided in this Agreement, RCO may, by ten (10) days written notice, beginning on the second day after the mailing, terminate this Agreement, in whole or in part when it is in the best interest of the state. If this Agreement is so terminated, RCO shall be liable only for payment required under the terms of this Agreement prior to the effective date of termination. A claimed termination for cause shall be deemed to be a "Termination for Convenience" if it is determined that:

- 1) The Sponsor was not in default; or
- 2) Failure to perform was outside Sponsor's control, fault or negligence.

### **C. Rights and Remedies of the RCO.**

- 1) The rights and remedies of RCO provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- 2) In the event this Agreement is terminated by the director, after any portion of the grant amount has been paid to the Sponsor under this Agreement due to Sponsor's breach of the Agreement or other violation of law, the director may require that any amount paid be repaid to RCO for redeposit into the account from which the funds were derived. However, any repayment shall be limited to the extent repayment would be inequitable and represent a manifest injustice in circumstances where the project will fulfill its fundamental purpose for substantially the entire period of performance and of long-term obligation.

### **D. Non Availability of Funds.** The obligation of the RCO to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. If amounts sufficient to fund the grant made under



this Agreement are not appropriated to RCO for expenditure for this Agreement in any biennial fiscal period, RCO shall not be obligated to pay any remaining unpaid portion of this grant unless and until the necessary action by the Legislature or the Office of Financial Management occurs. If RCO participation is suspended under this section for a continuous period of one year, RCO's obligation to provide any future funding under this Agreement shall terminate. Termination of the Agreement under this section is not subject to appeal by the Sponsor.

- 1) **Suspension:** The obligation of the RCO to manage contract terms and make payments is contingent upon the state appropriating state and federal funding each biennium. In the event the state is unable to appropriate such funds by the first day of each new biennium RCO reserves the right to suspend the Agreement, with ten (10) days written notice, until such time funds are appropriated. Suspension will mean all work related to the contract must cease until such time funds are obligated to RCO and the RCO provides notice to continue work.
- 2) **No Waiver.** The failure or neglect of RCO to require strict compliance with any term of this Agreement or to pursue a remedy provided by this Agreement or by law shall not act as or be construed as a waiver of any right to fully enforce all rights and obligations set forth in this Agreement and in applicable state or federal law and regulations.

### DISPUTE HEARING

Except as may otherwise be provided in this Agreement, when a dispute arises between the Sponsor and the RCO, which cannot be resolved, either party may request a dispute hearing according to the process set out in this section. Either party's request for a dispute hearing must be in writing and clearly state:

- A. The disputed issues;
- B. The relative positions of the parties;
- C. The Sponsor's name, address, project title, and the assigned project number.

In order for this section to apply to the resolution of any specific dispute or disputes, the other party must agree in writing that the procedure under this section shall be used to resolve those specific issues. The dispute shall be heard by a panel of three persons consisting of one person chosen by the Sponsor, one person chosen by the director, and a third person chosen by the two persons initially appointed. If a third person cannot be agreed on, the persons chosen by the Sponsor and director shall be dismissed and an alternate person chosen by the Sponsor, and one by the director shall be appointed and they shall agree on a third person. This process shall be repeated until a three person panel is established.

Any hearing under this section shall be informal, with the specific processes to be determined by the disputes panel according to the nature and complexity of the issues involved. The process may be solely based on written material if the parties so agree. The disputes panel shall be governed by the provisions of this Agreement in deciding the disputes.

The parties shall be bound by the majority decision of the dispute panelists, unless the remedy directed by that panel is beyond the authority of either or both parties to perform, as necessary, or is otherwise unlawful.

Request for a disputes hearing under this section by either party shall be delivered or mailed to the other party. The request shall be delivered or mailed within thirty (30) days of the date the requesting party has received notice of the action or position of the other party which it wishes to dispute. The written agreement to use the process under this section for resolution of those issues shall be delivered or mailed by the receiving party to the requesting party within thirty (30) days of receipt by the receiving party of the request.

All costs associated with the implementation of this process shall be shared equally by the parties.

### ATTORNEYS' FEES

In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own costs and attorneys' fees.

### GOVERNING LAW/VENUE

This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. In the event of a lawsuit involving this Agreement, venue shall be in Thurston County Superior Court if legally proper; otherwise venue shall be in the Superior Court of a county where the project is situated, if venue there is legally proper, and if not, in a county where venue is legally proper. The Sponsor, by execution of this Agreement acknowledges the jurisdiction of the courts of the State of Washington and agrees to venue as set forth above.

**SEVERABILITY**

The provisions of this Agreement are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Agreement.

**END OF STANDARD TERMS AND CONDITIONS**

This is the end of the Standard Terms and Conditions of the Agreement.











# 22-1161 Agreement - Percival Creek Fish Passage Barrier Removal

Final Audit Report

2024-06-17

Created:	2024-06-03 (Pacific Daylight Time)
By:	Deena Resnick (deena.resnick@rco.wa.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKZDMsYVPtxi8-bq8XZIGTR2UTMWho6ae

## "22-1161 Agreement - Percival Creek Fish Passage Barrier Removal" History

-  Document created by Deena Resnick (deena.resnick@rco.wa.gov)  
2024-06-03 - 3:06:52 PM PDT- IP address: 198.238.202.135
-  Document emailed to dsullivan@ci.tumwater.wa.us for signature  
2024-06-03 - 3:08:14 PM PDT
-  Email viewed by dsullivan@ci.tumwater.wa.us  
2024-06-03 - 3:54:23 PM PDT- IP address: 198.187.0.26
-  Signer dsullivan@ci.tumwater.wa.us entered name at signing as Debbie Sullivan  
2024-06-04 - 5:43:58 PM PDT- IP address: 198.187.0.26
-  Document e-signed by Debbie Sullivan (dsullivan@ci.tumwater.wa.us)  
Signature Date: 2024-06-04 - 5:44:00 PM PDT - Time Source: server- IP address: 198.187.0.26
-  Document emailed to Kat Moore (kathryn.moore@rco.wa.gov) for signature  
2024-06-04 - 5:44:02 PM PDT
-  Email viewed by Kat Moore (kathryn.moore@rco.wa.gov)  
2024-06-17 - 4:43:52 PM PDT- IP address: 104.47.65.254
-  Signer Kat Moore (kathryn.moore@rco.wa.gov) entered name at signing as Kathryn Moore  
2024-06-17 - 4:44:09 PM PDT- IP address: 198.238.202.135
-  Document e-signed by Kathryn Moore (kathryn.moore@rco.wa.gov)  
Signature Date: 2024-06-17 - 4:44:11 PM PDT - Time Source: server- IP address: 198.238.202.135
-  Agreement completed.  
2024-06-17 - 4:44:11 PM PDT

TO: City Council  
 FROM: Joseph Norman, Senior Engineer  
 DATE: May 6, 2025  
 SUBJECT: Award of Bid for 2025 Pavement Maintenance project, with Lakeside Industries

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1) Recommended Action:

(1) Authorize the Mayor to sign the Public Works Contract with Lakeside Industries, Inc. in the amount of \$4,010,461.49 for the 2025 Pavement Maintenance project; (2) authorize road closures and detours as required for the duration of the project; (3) authorize night work adjacent to residentially-zoned properties when necessary to reduce impacts to the public and to avoid impact to critical public services; and (4) increase the change order authority provided to the Transportation and Engineering Director under Tumwater Municipal Code 2.14.060 to Twenty Percent (20%) for this project.

The above-requested actions were recommended for approval by the Public Works Committee at the February 20, 2025, meeting.

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2) Background:

Staff has developed the Transportation Benefit District (TBD) funded 2025 Pavement Maintenance project to meet the needs of the pavement preservation program, proposed 10-year TBD segments, and the priorities map utilized when approaching citizens regarding formation of the TBD. This year's project includes a blend of arterials, collectors, and local residential streets. The project focuses on pavement rehabilitation and overlays, but will also include curb ramp replacement, crack sealing, and City-wide pavement markings.

A request for an increase to the change order authority provided to the Transportation and Engineering Director in the Municipal Code from 10% of the contract bid amount to 20% of the contract bid amount due to the nature of pavement maintenance work. Paving projects are fast-paced; most of the expensive work for the project will occur this summer in less than two months' time. Staff require the ability to react to project changes quickly to avoid project delay claims. An increase in change order authority can allow the option of moving street segments with planned future maintenance forward if the bid prices are favorable.

Bids for the project were opened on April 24<sup>th</sup>, 2025. Four bids were received ranging from \$4,010,461.49 to \$4,915,570.41. The Engineer's estimate for the construction contract is \$3,994,179.60. The lowest bidder, Lakeside Industries, Inc. is within 10% of the Engineer's estimate.

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3) Policy Support:

Strategic Priorities and Goals 2025-2026:

Create and Maintain a Transportation System Safe for All Modes of Travel – Continue improving the maintenance of the transportation system.

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4) Alternatives:

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

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5) Fiscal Notes:

The majority of funding for this project comes from the Transportation Benefit District. Items may be paid through Transportation, Sewer, and Storm CFP as applicable.

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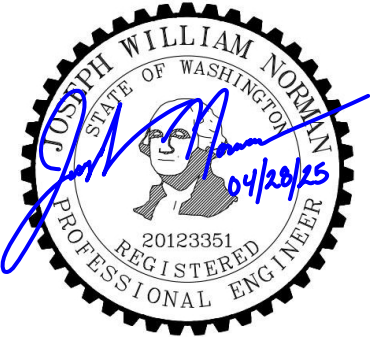
6) Attachments:

- A. Paving Schedule Vicinity Map
- B. Official Bid Tabulation





BID TABULATION SHEET (Page 1 of 3)				Official Bid Tabulation									
2025 Pavement Maintenance Project No. 2023014				Bid Opening Date 4/24/2025									
				Engineer's Estimate		BID #1 Lakeside Industries, Inc.		BID #2 Puget Paving and Construction, Inc.		BID #3 Miles Resources, LLC.		BID #4 Granite Construction Company	
ITEM	Schedule A - Transportation	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 A	Minor Change	200000	EST.	\$ 1.00	\$ 200,000.00	\$ 1.00	\$ 200,000.00	\$ 1.00	\$ 200,000.00	\$ 1.00	\$ 200,000.00	\$ 1.00	\$ 200,000.00
2 A	ADA Features Surveying	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 2,370.00	\$ 2,370.00	\$ 9,000.00	\$ 9,000.00	\$ 4,600.00	\$ 4,600.00	\$ 13,200.00	\$ 13,200.00
3 A	Roadway Surveying	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 7,110.00	\$ 7,110.00	\$ 9,000.00	\$ 9,000.00	\$ 11,500.00	\$ 11,500.00	\$ 20,300.00	\$ 20,300.00
4 A	SPCC Plan	1	L.S.	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00
5 A	Apprenticeship Incentive	2000	CALC.	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00	\$ 1.00	\$ 2,000.00
6 A	Apprenticeship Penalty	2000	CALC.	\$ (1.00)	\$ (2,000.00)	\$ (1.00)	\$ (2,000.00)	\$ (1.00)	\$ (2,000.00)	\$ (1.00)	\$ (2,000.00)	\$ (1.00)	\$ (2,000.00)
7 A	Mobilization	1	L.S.	\$ 1.00	\$ 214,508.97	\$ 154,968.04	\$ 154,968.04	\$ 23,500.00	\$ 23,500.00	\$ 318,510.14	\$ 318,510.14	\$ 401,646.00	\$ 401,646.00
8 A	Fuel Cost Adjustment	10000	CALC.	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
9 A	Force Account	100000	EST.	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00	\$ 1.00	\$ 100,000.00
10 A	Project Temporary Traffic Control	1	L.S.	\$ 80,000.00	\$ 80,000.00	\$ 55,000.00	\$ 55,000.00	\$ 62,000.00	\$ 62,000.00	\$ 70,000.00	\$ 70,000.00	\$ 20,000.00	\$ 20,000.00
11 A	Portable Changeable Message Sign	4000	HR.	\$ 3.00	\$ 12,000.00	\$ 2.50	\$ 10,000.00	\$ 6.00	\$ 24,000.00	\$ 3.80	\$ 15,200.00	\$ 4.00	\$ 16,000.00
12 A	Traffic Control Supervisor	1	L.S.	\$ 65,000.00	\$ 65,000.00	\$ 70,000.00	\$ 70,000.00	\$ 122,000.00	\$ 122,000.00	\$ 63,800.00	\$ 63,800.00	\$ 155,000.00	\$ 155,000.00
13 A	Flaggers	3300	HR.	\$ 75.00	\$ 247,500.00	\$ 75.00	\$ 247,500.00	\$ 75.00	\$ 247,500.00	\$ 74.60	\$ 246,180.00	\$ 100.00	\$ 330,000.00
14 A	Work Zone Safety Contingency	25000	EST.	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00	\$ 1.00	\$ 25,000.00
15 A	Roadside Cleanup	15000	EST.	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
16 A	Removal of Pavement, Sidewalks, Curbs, and Gutters	365	S.Y.	\$ 25.00	\$ 9,125.00	\$ 62.00	\$ 22,630.00	\$ 209.00	\$ 76,285.00	\$ 90.00	\$ 32,850.00	\$ 130.00	\$ 47,450.00
17 A	Roadway Excavation Incl. Haul	1750	C.Y.	\$ 55.00	\$ 96,250.00	\$ 52.00	\$ 91,000.00	\$ 60.00	\$ 105,000.00	\$ 52.00	\$ 91,000.00	\$ 125.00	\$ 218,750.00
18 A	Base Repair Excavation Incl. Haul	121	C.Y.	\$ 110.00	\$ 13,310.00	\$ 150.00	\$ 18,150.00	\$ 60.00	\$ 7,260.00	\$ 80.00	\$ 9,680.00	\$ 300.00	\$ 36,300.00
19 A	Crushed Surfacing Base Course	2583	TON	\$ 35.00	\$ 90,405.00	\$ 47.50	\$ 122,692.50	\$ 43.00	\$ 111,069.00	\$ 50.00	\$ 129,150.00	\$ 85.00	\$ 219,555.00
20 A	Shoulder Finishing	6660	L.F.	\$ 2.00	\$ 13,320.00	\$ 2.50	\$ 16,650.00	\$ 3.25	\$ 21,645.00	\$ 1.05	\$ 6,993.00	\$ 5.00	\$ 33,300.00
21 A	Crack Sealing - TON	16	TON	\$ 8,000.00	\$ 128,000.00	\$ 8,483.00	\$ 135,728.00	\$ 7,500.00	\$ 120,000.00	\$ 8,600.00	\$ 137,600.00	\$ 7,530.00	\$ 120,480.00
22 A	HMA Joint Seal at Bridge End	74	L.F.	\$ 90.00	\$ 6,660.00	\$ 51.00	\$ 3,774.00	\$ 60.00	\$ 4,440.00	\$ 52.00	\$ 3,848.00	\$ 46.00	\$ 3,404.00
23 A	HMA Cl. 1/2 In. PG 58H-22	8100	TON	\$ 125.00	\$ 1,012,500.00	\$ 132.00	\$ 1,069,200.00	\$ 137.00	\$ 1,109,700.00	\$ 138.00	\$ 1,117,800.00	\$ 135.00	\$ 1,093,500.00
24 A	HMA for Repair Cl. 1/2 In. PG 58H-22	228	TON	\$ 185.00	\$ 42,180.00	\$ 235.00	\$ 53,580.00	\$ 325.00	\$ 74,100.00	\$ 180.00	\$ 41,040.00	\$ 350.00	\$ 79,800.00
25 A	Asphalt Cost Price Adjustment	10000	CALC.	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00	\$ 1.00	\$ 10,000.00
26 A	Planing Bituminous Pavement	40000	S.Y.	\$ 6.00	\$ 240,000.00	\$ 5.50	\$ 220,000.00	\$ 11.50	\$ 460,000.00	\$ 5.50	\$ 220,000.00	\$ 6.00	\$ 240,000.00
27 A	Pavement Repair Excavation Incl. Haul	172	C.Y.	\$ 100.00	\$ 17,200.00	\$ 225.00	\$ 38,700.00	\$ 60.00	\$ 10,320.00	\$ 145.00	\$ 24,940.00	\$ 250.00	\$ 43,000.00
28 A	Adjust Manhole	31	EA.	\$ 1,900.00	\$ 58,900.00	\$ 2,353.00	\$ 72,943.00	\$ 1,300.00	\$ 40,300.00	\$ 2,500.00	\$ 77,500.00	\$ 2,100.00	\$ 65,100.00
29 A	Adjust Catch Basin	33	EA.	\$ 1,400.00	\$ 46,200.00	\$ 2,225.00	\$ 73,425.00	\$ 1,300.00	\$ 42,900.00	\$ 2,300.00	\$ 75,900.00	\$ 2,100.00	\$ 69,300.00
30 A	Adjust Water Valve Box	60	EA.	\$ 900.00	\$ 54,000.00	\$ 1,540.00	\$ 92,400.00	\$ 500.00	\$ 30,000.00	\$ 1,600.00	\$ 96,000.00	\$ 1,550.00	\$ 93,000.00
31 A	Adjust Gas Valve Box	16	EA.	\$ 1,000.00	\$ 16,000.00	\$ 960.00	\$ 15,360.00	\$ 500.00	\$ 8,000.00	\$ 1,000.00	\$ 16,000.00	\$ 860.00	\$ 13,760.00
32 A	Inlet Protection	93	EA.	\$ 100.00	\$ 9,300.00	\$ 50.00	\$ 4,650.00	\$ 75.00	\$ 6,975.00	\$ 101.00	\$ 9,393.00	\$ 150.00	\$ 13,950.00
33 A	Cement Conc. Traffic Curb and Gutter	97	L.F.	\$ 55.00	\$ 5,335.00	\$ 66.00	\$ 6,402.00	\$ 70.00	\$ 6,790.00	\$ 66.70	\$ 6,469.90	\$ 58.00	\$ 5,626.00
34 A	Cement Conc. Traffic Curb and Gutter	106	L.F.	\$ 60.00	\$ 6,360.00	\$ 66.00	\$ 6,996.00	\$ 50.00	\$ 5,300.00	\$ 66.70	\$ 7,070.20	\$ 58.00	\$ 6,148.00
35 A	Raised Pavement Marker Type 1	25	HUN.	\$ 500.00	\$ 12,500.00	\$ 850.00	\$ 21,250.00	\$ 840.00	\$ 21,000.00	\$ 850.00	\$ 21,250.00	\$ 950.00	\$ 23,750.00
36 A	Raised Pavement Marker Type 2	63	HUN.	\$ 950.00	\$ 59,850.00	\$ 1,075.00	\$ 67,725.00	\$ 1,064.00	\$ 67,032.00	\$ 1,100.00	\$ 69,300.00	\$ 950.00	\$ 59,850.00
37 A	Monument Case and Cover	3	EA.	\$ 1,200.00	\$ 3,600.00	\$ 1,550.00	\$ 4,650.00	\$ 1,000.00	\$ 3,000.00	\$ 2,700.00	\$ 8,100.00	\$ 4,000.00	\$ 12,000.00
38 A	Cement Conc. Sidewalk, Driveways, and Curb Ramps	303	S.Y.	\$ 140.00	\$ 42,420.00	\$ 144.00	\$ 43,632.00	\$ 210.00	\$ 63,630.00	\$ 146.00	\$ 44,238.00	\$ 280.00	\$ 84,840.00
39 A	Paint Line	9000	L.F.	\$ 0.50	\$ 4,500.00	\$ 1.13	\$ 10,170.00	\$ 1.12	\$ 10,080.00	\$ 1.15	\$ 10,350.00	\$ 1.00	\$ 9,000.00
40 A	Painted Wide Line	1065	L.F.	\$ 0.72	\$ 766.80	\$ 1.70	\$ 1,810.50	\$ 1.68	\$ 1,789.20	\$ 1.73	\$ 1,842.45	\$ 1.50	\$ 1,597.50
41 A	Citywide Paint Line	520000	L.F.	\$ 0.25	\$ 130,000.00	\$ 0.20	\$ 104,000.00	\$ 0.20	\$ 104,000.00	\$ 0.21	\$ 109,200.00	\$ 0.20	\$ 104,000.00
42 A	Citywide Painted Wide Line	170000	L.F.	\$ 0.30	\$ 51,000.00	\$ 0.27	\$ 45,900.00	\$ 0.27	\$ 45,900.00	\$ 0.28	\$ 47,600.00	\$ 0.25	\$ 42,500.00
43 A	Plastic Crosswalk Line	2144	S.F.	\$ 10.00	\$ 21,440.00	\$ 13.00	\$ 27,872.00	\$ 13.00	\$ 27,872.00	\$ 13.00	\$ 27,872.00	\$ 11.50	\$ 24,656.00
44 A	Plastic Stop Line	92	L.F.	\$ 16.00	\$ 1,472.00	\$ 17.00	\$ 1,564.00	\$ 17.00	\$ 1,564.00	\$ 17.00	\$ 1,564.00	\$ 15.00	\$ 1,380.00
45 A	Plastic Traffic Arrow	22	EA.	\$ 350.00	\$ 7,700.00	\$ 396.00	\$ 8,712.00	\$ 392.00	\$ 8,624.00	\$ 400.00	\$ 8,800.00	\$ 350.00	\$ 7,700.00
46 A	Plastic Line	2174	L.F.	\$ 5.00	\$ 10,870.00	\$ 5.50	\$ 11,957.00	\$ 5.60	\$ 12,174.40	\$ 5.75	\$ 12,500.50	\$ 5.00	\$ 10,870.00
47 A	Plastic Wide Line	6270	L.F.	\$ 7.00	\$ 43,890.00	\$ 6.80	\$ 42,636.00	\$ 6.75	\$ 42,322.50	\$ 6.80	\$ 42,636.00	\$ 6.00	\$ 37,620.00
48 A	Plastic Wide Dotted Entry Line	330	L.F.	\$ 8.00	\$ 2,640.00	\$ 7.35	\$ 2,425.50	\$ 7.30	\$ 2,409.00	\$ 7.48	\$ 2,468.40	\$ 6.50	\$ 2,145.00
49 A	Plastic Crosshatch Marking	150	L.F.	\$ 8.00	\$ 1,200.00	\$ 17.00	\$ 2,550.00	\$ 16.80	\$ 2,520.00	\$ 17.00	\$ 2,550.00	\$ 15.00	\$ 2,250.00
50 A	Plastic Bicycle Lane Symbol	26	EA.	\$ 400.00	\$ 10,400.00	\$ 396.00	\$ 10,296.00	\$ 392.00	\$ 10,192.00	\$ 400.00	\$ 10,400.00	\$ 350.00	\$ 9,100.00



2025 Pavement Maintenance  
Project No. 2023014

BID #1						BID #2		BID #3		BID #4			
Lakeside Industries, Inc.						Puget Paving and Construction, Inc.		Miles Resources, LLC.		Granite Construction Company			
ITEM	Schedule A - Transportation	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
51 A	Plastic Yield Line Symbol	92	EA.	\$ 110.00	\$ 10,120.00	\$ 125.00	\$ 11,500.00	\$ 124.00	\$ 11,408.00	\$ 125.00	\$ 11,500.00	\$ 110.00	\$ 10,120.00
52 A	Replace Plastic Crosswalk Line	3840	S.F.	\$ 16.00	\$ 61,440.00	\$ 13.00	\$ 49,920.00	\$ 13.00	\$ 49,920.00	\$ 13.00	\$ 49,920.00	\$ 11.50	\$ 44,160.00
53 A	Replace Plastic Stop Line	891	L.F.	\$ 16.00	\$ 14,256.00	\$ 17.00	\$ 15,147.00	\$ 17.00	\$ 15,147.00	\$ 17.00	\$ 15,147.00	\$ 15.00	\$ 13,365.00
54 A	Replace Plastic Traffic Arrow	37	EA.	\$ 600.00	\$ 22,200.00	\$ 396.00	\$ 14,652.00	\$ 392.00	\$ 14,504.00	\$ 400.00	\$ 14,800.00	\$ 350.00	\$ 12,950.00
55 A	Replace Plastic Traffic Letter	32	EA.	\$ 220.00	\$ 7,040.00	\$ 226.00	\$ 7,232.00	\$ 224.00	\$ 7,168.00	\$ 230.00	\$ 7,360.00	\$ 200.00	\$ 6,400.00
Schedule A Subtotal		Schedule A Subtotal		\$ 3,383,858.77	\$ 3,476,929.54	\$ 3,619,840.10	\$ 3,713,072.59					\$ 4,239,322.50	
Tax Rule 171 - Sales Tax 0.00%				\$ -	\$ -	\$ -	\$ -					\$ -	
Schedule A Total				\$ 3,383,858.77	\$ 3,476,929.54	\$ 3,619,840.10	\$ 3,713,072.59					\$ 4,239,322.50	

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				Engineer's Estimate		<i>BID #1</i>		<i>BID #2</i>		<i>BID #3</i>		<i>BID #4</i>	
						Lakeside Industries, Inc.		Puget Paving and Construction, Inc.		Miles Resources, LLC.		Granite Construction Company	
ITEM	Schedule B - Littlerock Rd. Traffic Control	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 B	Mobilization	1	L.S.	\$ 1.00	\$ 26,740.00	\$ 12,557.05	\$ 12,557.05	\$ 1,500.00	\$ 1,500.00	\$ 25,591.00	\$ 25,591.00	\$ 38,171.00	\$ 38,171.00
2 B	Project Temporary Traffic Control	1	L.S.	\$ 85,000.00	\$ 85,000.00	\$ 3,000.00	\$ 3,000.00	\$ 25,000.00	\$ 25,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00
3 B	Portable Changeable Message Sign	4000	HR.	\$ 3.00	\$ 12,000.00	\$ 2.50	\$ 10,000.00	\$ 6.00	\$ 24,000.00	\$ 3.80	\$ 15,200.00	\$ 4.00	\$ 16,000.00
4 B	Traffic Control Supervisor	1	L.S.	\$ 45,000.00	\$ 45,000.00	\$ 24,000.00	\$ 24,000.00	\$ 25,000.00	\$ 25,000.00	\$ 19,650.00	\$ 19,650.00	\$ 20,000.00	\$ 20,000.00
5 B	Flaggers	3200	HR.	\$ 75.00	\$ 240,000.00	\$ 75.00	\$ 240,000.00	\$ 75.00	\$ 240,000.00	\$ 70.00	\$ 224,000.00	\$ 100.00	\$ 320,000.00
Schedule B Subtotal				\$ 408,740.00		\$ 289,557.05		\$ 315,500.00		\$ 296,441.00		\$ 401,671.00	
Tax Rule 171 - Sales Tax 0.00%				\$ -		\$ -		\$ -		\$ -		\$ -	
Schedule B Total				\$ 408,740.00		\$ 289,557.05		\$ 315,500.00		\$ 296,441.00		\$ 401,671.00	

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				Engineer's Estimate		<i>BID #1</i>		<i>BID #2</i>		<i>BID #3</i>		<i>BID #4</i>	
						Lakeside Industries, Inc.		Puget Paving and Construction, Inc.		Miles Resources, LLC.		Granite Construction Company	
ITEM	Schedule C - Pioneer Park Lot Repair	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 C	SPCC Plan	1	L.S.	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00
2 C	Mobilization	1	L.S.	\$ 1.00	\$ 6,475.00	\$ 4,649.66	\$ 4,649.66	\$ 500.00	\$ 500.00	\$ 9,720.89	\$ 9,720.89	\$ 13,570.00	\$ 13,570.00
3 C	Minor Change	5000	EST.	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
4 C	Project Temporary Traffic Control	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 5,000.00	\$ 5,000.00	\$ 1,700.00	\$ 1,700.00	\$ 2,000.00	\$ 2,000.00
5 C	Traffic Control Supervisor	1	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 2,400.00	\$ 2,400.00	\$ 5,000.00	\$ 5,000.00	\$ 6,300.00	\$ 6,300.00	\$ 3,000.00	\$ 3,000.00
6 C	Flaggers	40	HR.	\$ 75.00	\$ 3,000.00	\$ 75.00	\$ 3,000.00	\$ 75.00	\$ 3,000.00	\$ 74.60	\$ 2,984.00	\$ 100.00	\$ 4,000.00
7 C	Base Repair Incl. Haul	50	C.Y.	\$ 110.00	\$ 5,500.00	\$ 58.00	\$ 2,900.00	\$ 60.00	\$ 3,000.00	\$ 100.00	\$ 5,000.00	\$ 300.00	\$ 15,000.00
8 C	Crushed Surfacing Base Course	110	TON	\$ 35.00	\$ 3,850.00	\$ 50.00	\$ 5,500.00	\$ 38.00	\$ 4,180.00	\$ 75.00	\$ 8,250.00	\$ 85.00	\$ 9,350.00
9 C	HMA Cl. 1/2 In. PG 58H-22	400	TON	\$ 125.00	\$ 50,000.00	\$ 132.00	\$ 52,800.00	\$ 132.50	\$ 53,000.00	\$ 130.00	\$ 52,000.00	\$ 135.00	\$ 54,000.00
10 C	Roadway Excavation Incl. Haul	190	C.Y.	\$ 55.00	\$ 10,450.00	\$ 80.00	\$ 15,200.00	\$ 60.00	\$ 11,400.00	\$ 52.00	\$ 9,880.00	\$ 125.00	\$ 23,750.00
11 C	Adjust Catch Basin	5	EA.	\$ 1,400.00	\$ 7,000.00	\$ 2,225.00	\$ 11,125.00	\$ 1,300.00	\$ 6,500.00	\$ 2,300.00	\$ 11,500.00	\$ 2,110.00	\$ 10,550.00
12 C	Adjust Valve Box	2	EA.	\$ 900.00	\$ 1,800.00	\$ 1,540.00	\$ 3,080.00	\$ 500.00	\$ 1,000.00	\$ 1,600.00	\$ 3,200.00	\$ 1,550.00	\$ 3,100.00
13 C	Inlet Protection	4	EA.	\$ 100.00	\$ 400.00	\$ 50.00	\$ 200.00	\$ 70.00	\$ 280.00	\$ 101.00	\$ 404.00	\$ 150.00	\$ 600.00
Schedule C Subtotal				\$ 98,975.00		\$ 106,054.66		\$ 98,360.00		\$ 116,588.89		\$ 144,420.00	
Tax Rule 170 - Sales Tax 9.70%				\$ 9,600.58		\$ 10,287.30		\$ 9,540.92		\$ 11,309.12		\$ 14,008.74	
Schedule C Total				\$ 108,575.58		\$ 116,341.96		\$ 107,900.92		\$ 127,898.01		\$ 158,428.74	



Item 6f. D TABULATION SHEET (Page 3 of 3)													
2025 Pavement Maintenance Project No. 2023014													
				Engineer's Estimate		BID #1 Lakeside Industries, Inc.		BID #2 Puget Paving and Construction, Inc.		BID #3 Miles Resources, LLC.		BID #4 Granite Construction Company	
ITEM	Schedule D - Historical Park Parking Lot Drainage Improvements	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 D	SPCC Plan	1	L.S.	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00
2 D	Mobilization	1	L.S.	\$ 1.00	\$ 2,363.55	\$ 2,688.32	\$ 2,688.32	\$ 300.00	\$ 300.00	\$ 4,123.54	\$ 4,123.54	\$ 3,560.00	\$ 3,560.00
3 D	Minor Change	5000	EST.	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
4 D	Project Temporary Traffic Control	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 7,500.00	\$ 7,500.00	\$ 750.00	\$ 750.00	\$ 2,000.00	\$ 2,000.00
5 D	Traffic Control Supervisor	1	L.S.	\$ 4,000.00	\$ 4,000.00	\$ 400.00	\$ 400.00	\$ 7,500.00	\$ 7,500.00	\$ 3,200.00	\$ 3,200.00	\$ 3,000.00	\$ 3,000.00
6 D	Roadway Excavation Incl. Haul	5	C.Y.	\$ 150.00	\$ 750.00	\$ 1,080.00	\$ 5,400.00	\$ 200.00	\$ 1,000.00	\$ 265.00	\$ 1,325.00	\$ 125.00	\$ 625.00
7 D	Structure Excavation Class A Incl. Haul	5	C.Y.	\$ 120.00	\$ 600.00	\$ 1,080.00	\$ 5,400.00	\$ 200.00	\$ 1,000.00	\$ 265.00	\$ 1,325.00	\$ 50.00	\$ 250.00
8 D	Strcuture Excavation Class B Incl. Haul	20	C.Y.	\$ 60.00	\$ 1,200.00	\$ 380.00	\$ 7,600.00	\$ 200.00	\$ 4,000.00	\$ 265.00	\$ 5,300.00	\$ 50.00	\$ 1,000.00
9 D	Crushed Surfacing Base Course	4	TON	\$ 150.00	\$ 600.00	\$ 900.00	\$ 3,600.00	\$ 55.00	\$ 220.00	\$ 125.00	\$ 500.00	\$ 85.00	\$ 340.00
10 D	HMA for Repair Cl. 1/2 In. PG 58H-22	4	TON	\$ 185.00	\$ 740.00	\$ 1,180.00	\$ 4,720.00	\$ 250.00	\$ 1,000.00	\$ 300.00	\$ 1,200.00	\$ 600.00	\$ 2,400.00
11 D	6 In. Diam. HDPE Storm Sewer Pipe	105	L.F.	\$ 115.00	\$ 12,075.00	\$ 96.00	\$ 10,080.00	\$ 25.00	\$ 2,625.00	\$ 140.00	\$ 14,700.00	\$ 60.00	\$ 6,300.00
12 D	Connect to Existing Storm Main	1	EA.	\$ 500.00	\$ 500.00	\$ 8,090.00	\$ 8,090.00	\$ 2,000.00	\$ 2,000.00	\$ 1,600.00	\$ 1,600.00	\$ 4,000.00	\$ 4,000.00
13 D	Catch Basin Type 1	2	EA.	\$ 3,000.00	\$ 6,000.00	\$ 3,595.00	\$ 7,190.00	\$ 1,500.00	\$ 3,000.00	\$ 3,700.00	\$ 7,400.00	\$ 3,500.00	\$ 7,000.00
14 D	Paint Line	40	L.F.	\$ 20.00	\$ 800.00	\$ 45.00	\$ 1,800.00	\$ 12.50	\$ 500.00	\$ 51.00	\$ 2,040.00	\$ 41.00	\$ 1,640.00
Schedule D Subtotal					\$ 36,128.55		\$ 62,168.32		\$ 36,145.00		\$ 49,113.54		\$ 37,615.00
Tax Rule 170 - Sales Tax 9.70%					\$ 3,504.47		\$ 6,030.33		\$ 3,506.07		\$ 4,764.01		\$ 3,648.66
Schedule D Total					\$ 39,633.02		\$ 68,198.65		\$ 39,651.07		\$ 53,877.55		\$ 41,263.66
				Engineer's Estimate		BID #1 Lakeside Industries, Inc.		BID #2 Puget Paving and Construction, Inc.		BID #3 Miles Resources, LLC.		BID #4 Granite Construction Company	
ITEM	Schedule E - Isabella Bush Park Trail	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1 E	SPCC Plan	1	L.S.	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00	\$ 650.00	\$ 650.00	\$ 500.00	\$ 500.00
2 E	Mobilization	1	L.S.	\$ 1.00	\$ 3,182.90	\$ 2,441.93	\$ 2,441.93	\$ 500.00	\$ 500.00	\$ 4,864.43	\$ 4,864.43	\$ 6,313.00	\$ 6,313.00
3 E	Minor Change	5000	EST.	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00	\$ 1.00	\$ 5,000.00
4 E	Project Temporary Traffic Control	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 100.00	\$ 100.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
5 E	Traffic Control Supervisor	1	L.S.	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00
6 E	Flaggers	10	HR.	\$ 75.00	\$ 750.00	\$ 75.00	\$ 750.00	\$ 75.00	\$ 750.00	\$ 70.00	\$ 700.00	\$ 100.00	\$ 1,000.00
7 E	Shoulder Finishing	3610	L.F.	\$ 2.00	\$ 7,220.00	\$ 2.70	\$ 9,747.00	\$ 2.25	\$ 8,122.50	\$ 1.05	\$ 3,790.50	\$ 5.00	\$ 18,050.00
8 E	HMA Cl. 1/2 In. PG 58H-22	240	TON	\$ 125.00	\$ 30,000.00	\$ 146.00	\$ 35,040.00	\$ 160.00	\$ 38,400.00	\$ 152.00	\$ 36,480.00	\$ 135.00	\$ 32,400.00
Schedule E Subtotal					\$ 48,652.90		\$ 54,178.93		\$ 56,272.50		\$ 55,984.93		\$ 68,263.00
Tax Rule 170 - Sales Tax 9.70%					\$ 4,719.33		\$ 5,255.36		\$ 5,458.43		\$ 5,430.54		\$ 6,621.51
Schedule E Total					\$ 53,372.23		\$ 59,434.29		\$ 61,730.93		\$ 61,415.47		\$ 74,884.51
Schedule A Total					\$ 3,383,858.77		\$ 3,476,929.54		\$ 3,619,840.10		\$ 3,713,072.59		\$ 4,239,322.50
Schedule B Total					\$ 408,740.00		\$ 289,557.05		\$ 315,500.00		\$ 296,441.00		\$ 401,671.00
Schedule C Total					\$ 108,575.58		\$ 116,341.96		\$ 107,900.92		\$ 127,898.01		\$ 158,428.74
Schedule D Total					\$ 39,633.02		\$ 68,198.65		\$ 39,651.07		\$ 53,877.55		\$ 41,263.66
Schedule E Total					\$ 53,372.23		\$ 59,434.29		\$ 61,730.93		\$ 61,415.47		\$ 74,884.51
Project Total					\$ 3,994,179.60		\$4,010,461.49		\$4,144,623.02		\$4,252,704.62		\$4,915,570.41
NOTE: RED TEXT IDENTIFIES MATH ERRORS THAT WERE CORRECTED BY THE CITY.													

NOTE: RED TEXT IDENTIFIES MATH ERRORS THAT WERE CORRECTED BY THE CITY.

TO: City Council  
FROM: Joseph Norman, Senior Engineer  
DATE: May 6, 2025  
SUBJECT: Ansten Sewer Project, Contract Award, with A&D Enterprises, LLC

---

1) Recommended Action:

Authorize the mayor to sign the Public Works Contract with A&D Enterprises, LLC in the amount of \$321,136.99 for the Antsen Sewer Project.

The above action was recommended for approval by the Public Works Committee at the April 3, 2025 meeting.

---

2) Background:

Staff has developed Antsen Sewer Project to correct issues caused by competing sanitary sewer lift stations. The project aims to address these issues by constructing a new sanitary sewer force main.

Bids for the project were opened on May 1, 2025. Eleven (11) bids were received ranging from \$321,136.99 to \$428,656.04. The Engineer's Estimate for the construction contract is \$376,551.83.

---

3) Policy Support:

Strategic Priorities and Goals 2025-2026:

Be a Leader in Environmental Health and Sustainability

---

4) Alternatives:

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

5) Fiscal Notes:

Funded through the Sewer Fund

---

6) Attachments:

- A. Antsen Sewer Vicinity Map
- B. Official Bid Tabulation



PROJECT VICINITY MAP



TO: City Council  
 FROM: Brad Medrud, Deputy Community Development Director  
 DATE: May 6, 2025  
 SUBJECT: Ordinance No. O2025-003, Planning Commission Composition

---

1) Recommended Action:

Adopt Ordinance No. O2025-003, Planning Commission Composition, as recommended by the General Government Committee at their April 15, 2025, meeting.

---

2) Background:

RCW 35.63.020 authorizes the City to create a city planning commission consisting of three to twelve members to be appointed by the Mayor and confirmed by the City Council. The Planning Commission was established by Ordinance No. 992 on July 1, 1984, consisting of nine Commissioners and the City Council modified the Planning Commission via Ordinance No. 1383 in 1993, to allow for one member of the Planning Commission to reside in the Urban Growth Area of the City of Tumwater.

The Planning Commission has experienced vacancies that have gone unfilled for several months due to a lack of resident volunteers and the large size of the Planning Commission has contributed to scheduling difficulties and canceled meetings due to a lack of quorum. Reducing the number of Planning Commissioners to seven would create a more manageable Commission that is easier to schedule meetings for, more likely to achieve a quorum, and less likely to cancel required meetings. The General Government Committee was briefed on the proposed ordinance at their April 15, 2025 meeting and recommended that it be placed on City Council consideration for their May 6, 2025 meeting.

---

3) Policy Support:

City Council Strategic Priorities and Council Goals 2025 - 2026

- Refine and Sustain a Great Organization

---

4) Alternatives:

☐ None.

---

5) Fiscal Notes:

This is an internally funded item.

---

6) Attachments:

A. Ordinance No. O2025-003

**ORDINANCE NO. O2025-003**

**AN ORDINANCE** of the City Council of the City of Tumwater, Washington, amending TMC 2.56.010 related to the creation and composition of the Planning Commission to decrease the number of Planning Commission members as more particularly described herein.

**WHEREAS**, RCW 35.63.020 authorizes the City to create a city planning commission consisting of three to twelve members to be appointed by the Mayor and confirmed by the City Council; and

**WHEREAS**, the Planning Commission is required by RCW 35.63.040 to hold at least one regular meeting in each month for not less than nine months in each year; and

**WHEREAS**, the Planning Commission was established by Ordinance No. 992 on July 1, 1984 consisting of nine Commissioners; and

**WHEREAS**, the City Council modified the Planning Commission via Ordinance No. 1383 in 1993, to allow for one member of the Planning Commission to reside in the Urban Growth Area of the City of Tumwater; and

**WHEREAS**, the City Council reduced the terms of Planning Commission members via Ordinance No. O2012-001 on May 15, 2012 from six years to four years and

**WHEREAS**, the language in Ordinance No. O2012-001 regarding how to start the staggering of positions is no longer necessary and may be removed; and

**WHEREAS**, the Planning Commission has experienced vacancies that have gone unfilled for several months due to a lack of resident volunteers; and

**WHEREAS**, the large size of the Planning Commission has contributed to scheduling difficulties and canceled meetings due to a lack of quorum; and

**WHEREAS**, reducing the number of Planning Commissioners to seven would create a more manageable Commission that is easier to schedule meetings for, more likely to achieve a quorum, and less likely to cancel required meetings; and

**WHEREAS**, the Tumwater City Council finds that amending the composition of the Planning Commission and reducing the total number of Commissioners is in the best interests of the City;

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

**Section 1.** Section 2.56.010 of the Tumwater Municipal Code is hereby amended to read as follows:

There is hereby created, in accordance with Chapter 35.63 RCW, a planning commission for the city, which will consist of ~~seven~~<sup>nine</sup> members to be appointed by the mayor, with the consent of the majority of the city council, from ~~citizens~~<sup>residents</sup> of recognized fitness for such position. Members must be residents of the city except at any given time one member may qualify for membership by residing in the city's urban growth area as an alternative to actual residency. ~~The terms of office for the members appointed to such commission shall be designated from one to four years, in such a manner as to provide that the fewest possible terms will expire in any one year. Of the two positions that expire on November 1, 2012, the new term of office for one shall be a three-year term, and one shall be a two-year term. Thereafter, t~~The term of office for each appointive member shall be four years.

(Ord. O2016-001, Amended, 02/02/2016; Ord. O2012-001, Amended, 05/15/2012; Ord. O2006-004, Amended, 02/07/2006; Ord. 1383, Amended, 05/18/1993; Ord. 1303, Amended, 08/20/1991; Ord. 992, Added, 07/01/1984)

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

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

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

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CITY OF TUMWATER

\_\_\_\_\_  
Debbie Sullivan, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

Published:\_\_\_\_\_

Effective Date:\_\_\_\_\_



TO: City Council  
FROM: Brad Medrud, Deputy Community Development Director  
DATE: May 6, 2025  
SUBJECT: 93rd Avenue SW and Case Road SW 10 Percent Annexation Petitions (TUM-25-0128)

---

1) Recommended Action:

Accept the proposed annexation petitions and initiate the annexation process for the 93rd Avenue SW and Case Road SW annexation (TUM-25-0128).

---

2) Background:

The owners of two properties currently in Tumwater's urban growth area in unincorporated Thurston County filed petition applications under Chapter 35A.14 RCW for annexation to the City on February 5, 2025, that were deemed complete on March 18, 2025, after payment of the necessary review fees.

Because the two property owners own all the property included in the annexation area, they filed petitions representing both the ten percent and sixty percent of the value of the properties proposed for annexation.

The property owners have asked that their properties be annexed into the City of Tumwater and indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

The General Government Committee was briefed on proposed 10 Percent Annexation Petitions at their April 15, 2025, meeting.

---

3) Policy Support:

Goal LU-2: Ensure development takes place in an orderly and cost-efficient manner in order to best utilize available land and public services, conserve natural resources, protect critical areas, preserve open space, and reduce sprawl.

Policy LU-2.4 Ensure new annexations adhere to the goals and policies of the City's Annexation Policy.

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4) Alternatives:

☐ None.

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5) Fiscal Notes:

None.

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6) Attachments:

- A. Staff Report
- B. Presentation
- C. Waunch Annexation Ten and 60 Percent Petitions
- D. Elwin Annexation Ten and 60 Percent Petitions

# STAFF REPORT

Date: May 6, 2025

To: City Council

From: Brad Medrud, Planning Manager



## 93rd Avenue SW & Case Road SW Ten Percent Annexation Petitions (TUM-25-0128)

The owners of two properties on 93rd Avenue SW currently in Tumwater's urban growth area in unincorporated Thurston County are requesting that they be annexed into Tumwater. The two property owners filed ten percent annexation petition applications with the City on February 5, 2025, which were deemed complete on March 18, 2025, after payment of the necessary application review fees.

The property owners have indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan. Because the two property owners own all the property included in the annexation area, they filed annexation petitions representing both ten percent and 60 percent of the value of the properties proposed for annexation.

At their April 15, 2025, meeting, the General Government Committee placed the ten percent annexation petitions on the May 6, 2025, City Council consideration calendar for the City Council to decide whether it will accept the proposed annexation and whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

### Contents

1 – Background .....	2
2 – Growth Management Act and Annexations .....	3
3 – General Guidelines for Evaluating Proposed Annexations .....	4
4 – Assumption Of Indebtedness.....	4
5 – Sixty Percent Annexation Method Process.....	5
A. Initiation of the Sixty Percent Petition Annexation .....	6
B. Meeting on the Annexation Proposal.....	6
C. Contents of Petition .....	6

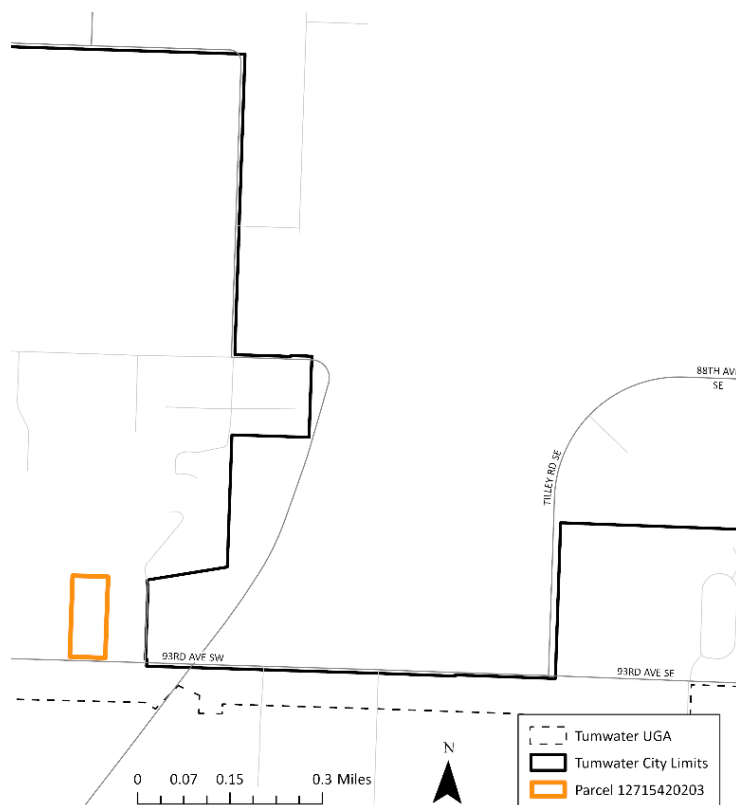
D. Filing of Sixty Percent Petition .....	7
E. Legal Sufficiency of the Petition .....	7
F. Hearing on Petition .....	7
G. Decision.....	8
H. Review by the Boundary Review Board.....	8
I. Effective Date of Annexation .....	8
J. Notice of Annexation .....	9
6 – General Government Committee Recommendation and Request .....	9
Appendix A – Draft Property Tax Comparison.....	11

## 1 – Background

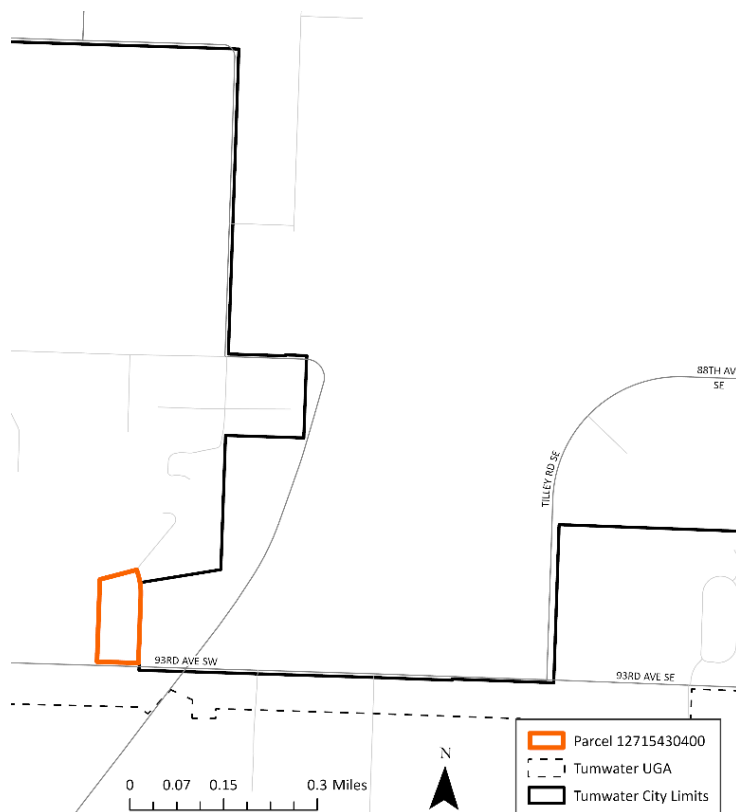
As a non-charter Code City, Tumwater follows the annexation process outlined in Chapter 35A.14 RCW. Cities such as Tumwater that plan under the Growth Management Act may annex only property that is located within their designated urban growth areas.

The two parcels in the proposed annexation area are located northwest of the intersection of 93rd Avenue SW and Case Road SW and are 10.74 acres in size. The proposed annexation area is east of the current city limit and has a Light Industrial zone district designation with the Airport Overlay:

1. The first annexation petition is for the property at 1020 93rd Avenue SW, Thurston County Assessor's parcel number 127125420203, which is approximately 4.87 acres and is owned by Nathan Waunch.



2. The second annexation petition is for a property on 93rd Avenue SW with no site address, Thurston County Assessor's parcel number 12715430400, which is approximately 5.87 acres and is owned by H. John and Diane Elwin.



The properties are undeveloped aside from a house and outbuildings.

The ten percent annexation petitions request that the City Council set a date not later than 60 days after the filing of the ten percent petition for a meeting with the property owners to determine:

- Whether the City Council will accept, reject, or geographically modify the proposed annexation;
- Whether the City Council will require adoption of a comprehensive plan for the area to be annexed [This has been completed already through the Tumwater Thurston County Joint Plan by the City and County.]; and
- Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

## **2 – Growth Management Act and Annexations**

The Growth Management Act (GMA) establishes the framework for Tumwater's annexation authority. A major goal of GMA is to reduce urban sprawl by encouraging development in urban areas where adequate public facilities already exist or where such facilities can be more efficiently provided (RCW 36.70A.020(1) and (2)). To help implement this goal, GMA requires that counties designate urban growth areas "within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature" (RCW 36.70A.110(1)).

Tumwater’s urban growth area includes land sufficient to accommodate the 20-year population growth projected for the City. In addition, GMA states that “it is appropriate that urban government services be provided by cities, and urban government services should not be provided in rural areas” (RCW 36.70A.110(3)). Consistent with the goal of controlling the spread of urban growth, GMA limits the territory Tumwater may annex to that which lies within its urban growth area (RCW 35A.14.005). The Tumwater Thurston County Joint Plan provides the necessary Comprehensive Plan policies dealing with land use, housing, capital facilities, utilities, and transportation in Tumwater’s urban growth area.

### **3 – General Guidelines for Evaluating Proposed Annexations**

The Municipal Research and Services Center of Washington prepared the updated guidebook *Annexation by Washington Cities and Towns* in 2020.

The Guidebook suggested consideration of the following basic principles when considering an annexation to ensure that the chances of a successful completion of the annexation would be increased and the effect upon the City would be positive.

- *The boundaries of the annexation area should be drawn in accordance with the ability (both from a geographic and economic standpoint) of the city to provide services. The need for services should be taken into account.*
- *The population and assessed valuation of the area should be sufficient to allow the area to pay its fair share of the cost of providing services.*
- *The area should contribute to the logical growth pattern of the city and should encourage orderly growth. Where possible, irregular boundaries should be avoided.*
- *It should be no larger than what the city is able to service adequately with capital improvements and services within a reasonable time.*
- *The area should be adaptable to anticipated expansion requirements of the city for residential or commercial/industrial purposes.*
- *The boundaries of an area should be drawn to include residents who are generally favorable toward annexation or where annexation can be demonstrated to be advantageous to the residents of both the fringe area and the city.*
- *In drawing boundaries of an annexation area, due regard should be given to special districts in the area (see Special Districts).*

### **4 – Assumption Of Indebtedness**

The *Annexation by Washington Cities and Towns* notes that annexation statutes authorize the City Council to require property in an area being annexed to assume, as a condition of annexation, a pro rata share of the annexing city’s then outstanding indebtedness that had been approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation.

There are different factors that should be considered in deciding whether to require debt assumption. Some of the issues Tumwater should examine in reaching a decision on this question are:

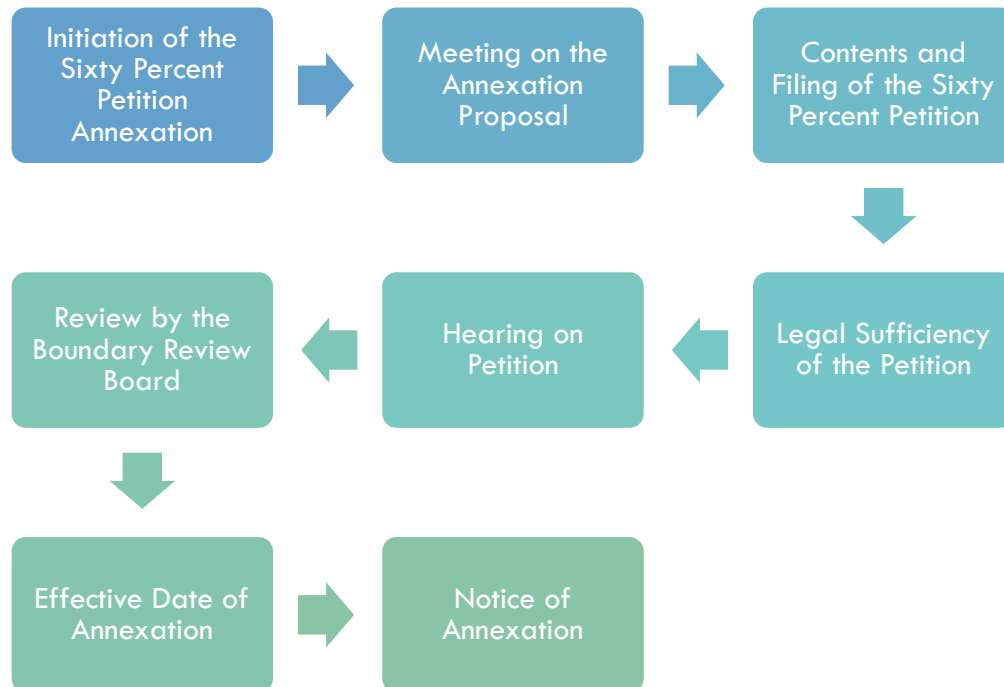
- *Was the outstanding indebtedness incurred to finance an improvement or facility that will benefit the newly annexed area?*
- *Will assumption of a proportionate share of the city's outstanding indebtedness place an excessive financial burden on annexed property in light of other indebtedness previously placed on the property through the county or special districts, which will remain on the property after annexation?*
- *Will the property to be annexed be forming an expensive LID for special improvements, such that requiring assumption of the outstanding indebtedness would not be equitable?*
- *To what extent does the annexing city desire to encourage (or subsidize) the annexation?*

Most cities do require the assumption of indebtedness as a condition of annexation, unless in a particular circumstance this would not be equitable.

Appendix A contains a draft property tax comparison.

## **5 – Sixty Percent Annexation Method Process**

The most frequently used method of annexing unincorporated territory is by petition of the owners of at least 60 percent of the property value in the area, computed according to the assessed valuation of the property for general taxation purposes. The steps in the 60 percent annexation method process are as follows:



## A. Initiation of the Sixty Percent Petition Annexation

Under RCW 35.14.120, prior to circulating a petition for annexation, the owners of property representing not less than ten percent of the assessed value of the property for which annexation is sought must give written notice to the City Council of their intention to commence annexation proceedings. This process was completed on March 18, 2025, when the 10 percent petition applications were deemed completed after payment of the necessary application review fees.

## B. Meeting on the Annexation Proposal

Following RCW 35A.14.120, after being notified of the proposed annexation, the City Council is to set a date not later than 60 days after the filing of the 10 percent petition for a meeting with the initiating parties to determine:

- Whether Tumwater will accept, reject, or geographically modify the proposed annexation;
- Whether it will require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed (as provided for in RCW 35A.14.330 and 35A.14.340); and
- Whether it will require the assumption of all or any portion of existing City indebtedness by the area to be annexed.

This meeting with the City Council is proposed for May 6, 2025. If the City Council requires the adoption of a proposed zoning regulation and/or the assumption of all or any portion of indebtedness as conditions to annexation, it is to record this action in the minutes of the meeting. City Council acceptance of the proposed annexation is a condition precedent to circulation of the petition. There is no appeal from the City Council's decision.

## C. Contents of Petition

Under RCW 35A.14.120, if the City Council accepts the initial annexation proposal, the 60 percent petition may be drafted and circulated. The 60 percent petition must:

- Describe the property according to government legal subdivisions or legal plats.
- Be accompanied by a map that outlines the boundaries of the property sought to be annexed.
- If the City Council has required the assumption of all or any portion of City indebtedness and/or the adoption of a proposed zoning regulation for the area to be annexed, set forth these facts clearly, together with a quotation of the minute entry of that requirement.
- Be signed by the owners of not less than 60 percent of the assessed value of the property for which annexation is petitioned.
- Comply with the rules for petitions in RCW 35A.01.040 (RCW 35A.14.130).



The applicants have submitted complete 60 percent annexation petition applications. So if the City Council approves the ten percent petitions, then this step will have been completed.

#### D. Filing of Sixty Percent Petition

The completed 60 percent annexation petition is to be filed with the City Council (RCW 35A.14.120). Although there is no time limit specified in the annexation statutes as to when a petition needs to be filed with the City Council after it has begun circulating for signatures, the signatures on a petition are valid only if signed no later than six months prior to the filing date. Any signatures older than six months are to be stricken from the petition by the officer certifying petition sufficiency (RCW 35A.01.040(8)).

The applicants have submitted complete 60 percent petition applications. So if the City Council approves the ten percent petitions, then this step will have been completed.

#### E. Legal Sufficiency of the Petition

The annexation petitions must be certified as sufficient (i.e., as having valid signatures representing the required 60 percent of property value). Within three working days of the filing of the 60 percent petition, the officer with whom the petition is filed must transmit the petition to the county assessor, who makes the determination of the sufficiency of the petition. The county officer whose duty it is to determine petition sufficiency must file with the officer receiving the petition for filing a certificate stating the date the determination of sufficiency was begun. The officer determining petition sufficiency must do so “with reasonable promptness” (RCW 35A.01.040(4)).

This will be the next step if the City Council approves the ten percent petitions.

#### F. Hearing on Petition

Under RCW 35A.14.130, when a legally sufficient annexation petition is filed, the City Council may consider it and:

- Fix a date for a public hearing, and
- Provide notice specifying the time and place of the hearing and inviting interested people to appear and voice approval or disapproval of the annexation. The notice is to be:
  - Published in one or more issues of a newspaper of general circulation in the City; and
  - Posted in three public places within the territory proposed for annexation.

There are no statutory requirements concerning the actual hearing, other than to give proponents and opponents an opportunity to speak.

## G. Decision

Because Tumwater may not annex territory without prior Thurston County Boundary Review Board approval, an annexation ordinance passed following a hearing but before board review cannot yet be effective. Consequently, the City Council will be asked to approve a resolution of intent to annex. If the review board approves the annexation, the City Council will adopt the formal annexation ordinance.

## H. Review by the Boundary Review Board

Under RCW 36.93.090 and .100, Tumwater must file a “notice of intention” with the Thurston County Boundary Review Board within 180 days of when the annexation is proposed. For the purposes of 60 percent annexation petition, an annexation is “proposed” when the annexation petition is filed with the Tumwater.

If the proposal includes annexation of the territory of a fire district, in this case the East Olympia Fire District, Tumwater must provide notice to the district of the proposed annexation simultaneously when notice of the proposed annexation is provided to the Thurston County Boundary Review Board.

The board may assume jurisdiction over the annexation if, within 45 days of filing the notice of intention, a request for review is made by:

- Thurston County or any other affected governmental unit; or
- Petition of registered voters or property owners.

If jurisdiction is not invoked within 45 days, the proposed annexation is deemed approved by the Thurston County Boundary Review Board.

The board must act within 120 days of the review request unless the board and the annexation initiators agree to an extension. If no decision is made within 120 days and no extension is granted, the proposal is deemed approved.

## I. Effective Date of Annexation

The annexation, together with any provision relating to application of a proposed zoning regulation, is effective on the date fixed in the annexation ordinance. The relevant statute, RCW 35A.14.150, does not specify any date by which the annexation must be made effective. Note, however, that there are important timing issues as to when an annexation occurs with respect to when the City’s property tax levy can be effective in the newly annexed area and with respect to receipt of state-shared revenues, sales tax, and, if applicable, sales tax equalization payments.

## J. Notice of Annexation

### 1) **Notice to State (Office of Financial Management Certification)**

Tumwater must submit an annexation certificate and additional supporting documents to the state Office of Financial Management within 30 days of the effective date of annexation specified in the annexation ordinance (RCW 35A.14.700).

The Office of Financial Management files the approved annexation certificates on a quarterly basis. Filing dates are the last working days of November, February, May, and August. Annexations are not approved and filed until all of OFM's requirements are met. Revenues may be lost as a result of problems in the certification process because revenue distributions are not backdated.

### 2) **Notice to County, Light and Power and Gas Distribution Businesses, and, Where Applicable, to Fire Protection and Library Districts**

At least 60 days before the effective date of the annexation, Tumwater is required by RCW 35A.14.801 to provide to the county treasurer and assessor and to light and power and gas distribution businesses, by certified mail or electronic means, notice of the annexation that includes a list of annexed parcel numbers and street addresses.

If Tumwater annexes territory within a fire district, which in this case is the East Olympia Fire District, it is required to provide the same notice to the district. The county treasurer is required to remit to the City only those road taxes and, where applicable, fire district and library district property taxes collected 60 days or more after receipt of the notice. Light and power businesses and gas distribution businesses are only required to remit to the City those utility taxes collected 60 days or more after receipt of the notice.

### 3) **Notice to Department of Revenue**

Sales tax changes may take effect only on January 1, April 1, or July 1. The term "sales tax changes," for purposes of this legislation, includes changes resulting from annexation (RCW 82.14.055(4)). The City must provide notice to the Department of Revenue at least 75 days before the change takes place.

### 4) **Notice to City Departments.**

Although any annexation will impact some City departments more than others, all will be advised of the annexation.

## **6 – General Government Committee Recommendation and Request**

As part of the discussion of the annexation petitions with the property owners at their May 6, 2025, meeting, the City Council should:

- Accept the proposal to annex, with no modifications.

- Do not propose any amendments to the existing land use designations or zone districts.
- Require the annexed area to assume City indebtedness.

## Appendix A – Draft Property Tax Comparison

Property Tax Rates are per \$1,000 of the assessed value of your property	Tax Rate for your area	Taxes for \$500,000 home - Based on Average Value for your area	Tax Rate after annexation to City of Tumwater	Taxes for \$500,000 home after annexation
County Road Tax	\$0.72	\$360.00	\$-	\$-
East Olympia Fire #6	\$1.50	\$750.00	\$-	\$-
East Olympia Fire #6 Excess Levy	\$-	\$-	\$-	\$-
City of Tumwater General Tax	\$-	\$-	\$1.75	\$875.00
Tumwater Metropolitan Park District	\$-	\$-	\$0.49	\$245.00
Public Utility District #1	\$0.01	\$5.00	\$0.01	\$5.00
Medic One	\$0.13	\$65.00	\$0.13	\$65.00
Medic One Levy Lid Lift	\$0.21	\$105.00	\$0.21	\$105.00
Port of Olympia	\$0.13	\$65.00	\$0.13	\$65.00
Timberland Regional Library	\$0.23	\$115.00	\$0.23	\$115.00
Tumwater School District Excess Levy	\$3.88	\$1,940.00	\$3.88	\$1,940.00
County General Tax	\$0.85	\$425.00	\$0.85	\$425.00
State General Tax	\$2.26	\$1,130.00	\$2.26	\$1,130.00
<b>TOTAL</b>	<b>\$9.92</b>	<b>\$4,960.00</b>	<b>\$9.94</b>	<b>\$4,970.00</b>

\*In 2024 the Tumwater Metropolitan Park District levy rate was only \$0.33/1000. The City used its banked capacity, lifting it to \$0.49. Without that, this annexation would have been less expensive.

# 93rd Avenue SW & Case Road SW Ten Percent Annexation Petitions (TUM-25-0128)



**City Council, May 6, 2025**

# Intent

- Present the two Ten Percent Annexation Petitions
- Explain the 60 Percent Annexation Method Process
- Discuss Next Steps

# Background

- The owners of two properties on 93rd Avenue SW in Tumwater's urban growth area are requesting to be annexed
- Ten percent annexation petition applications were filed with the City on February 5, 2025, and were deemed complete on March 18, 2025, after payment of application review fees
- Because the two property owners own all the property included in the annexation area, they filed annexation petitions representing both ten percent and 60 percent of the value of the properties proposed for annexation





# Background

- The property owners have indicated their willingness to assume their fair share of the City's indebtedness and are willing to accept the land use designations and zone districts for their property
- Staff is unaware of any pending development applications for the properties



# Proposed Annexation Area

- 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
- The two parcels have a Light Industrial zone district designation with the Airport Overlay and are undeveloped aside from a house and outbuildings

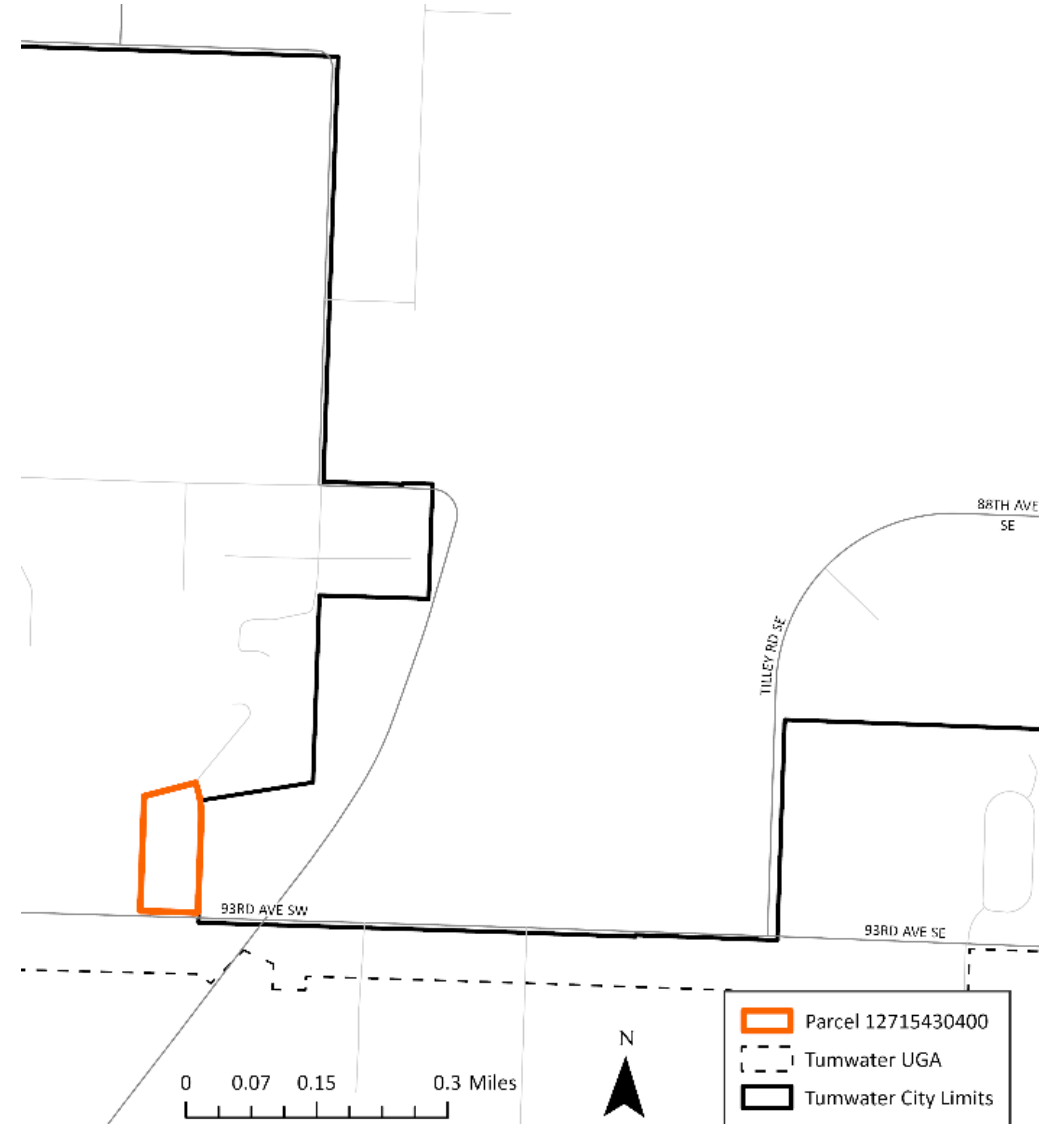
# Proposed Annexation Area – Property #1

- 1020 93rd Avenue SW
- Parcel #127125420203
- Owned by Nathan Waunch
- Approximately 4.87 acres



# Proposed Annexation Area – Property #2

- 93rd Avenue SW with no site address
- Parcel # 12715430400)
- Owned by H. John and Diane Elwin
- Approximately 5.87 acres



# Initial Request of City Council

The ten percent annexation petitions request that the City Council set a date not later than 60 days after the filing of the ten percent petition for a meeting with the property owners to determine:

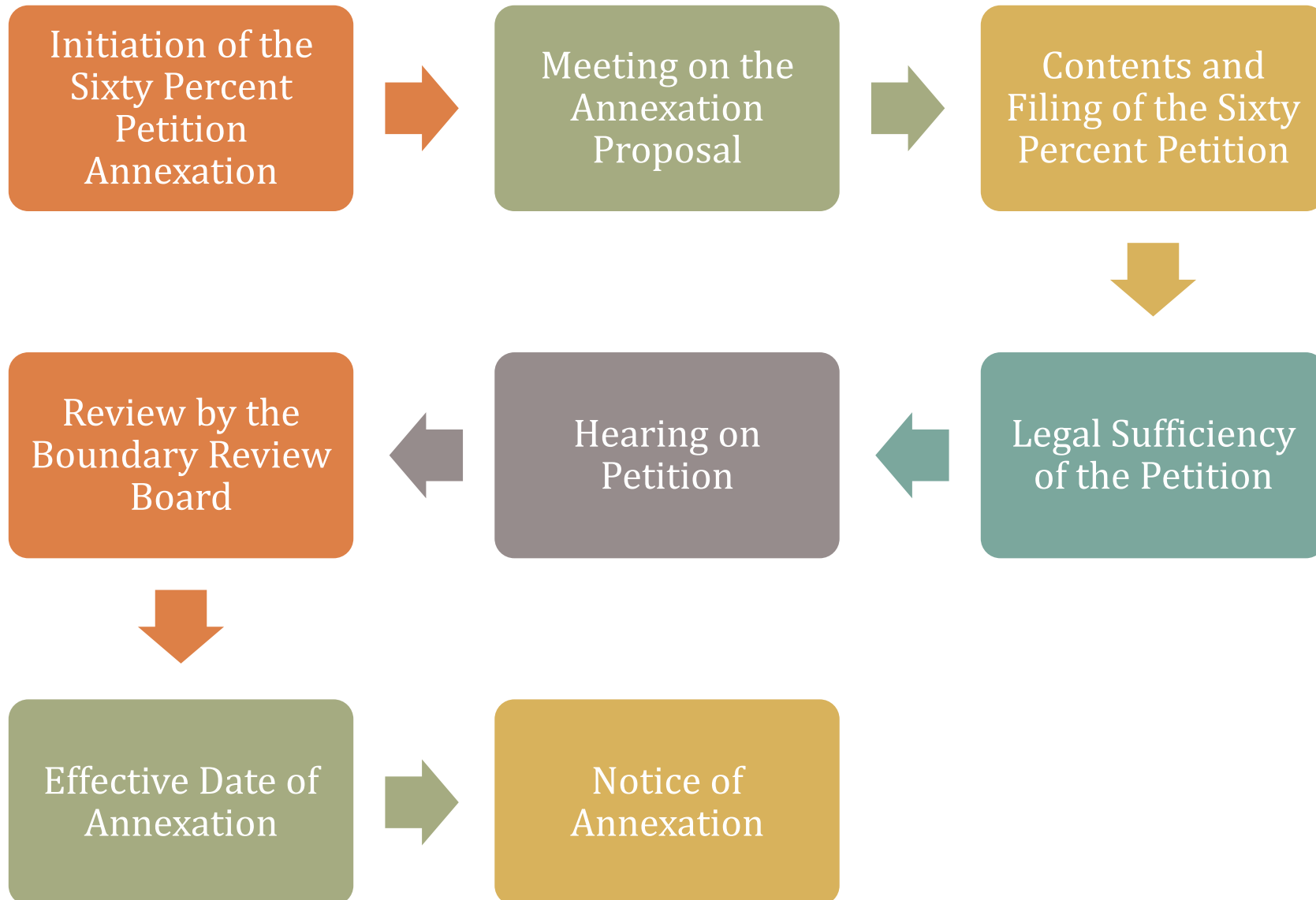
1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require adoption of a new land use designation for the area to be annexed; and
3. Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed



# Assumption Indebtedness

The *Annexation by Washington Cities and Towns* notes that annexation statutes authorize the City Council to require property in an area being annexed to assume, as a condition of annexation, a pro rata share of the annexing city's then outstanding indebtedness that had been approved by the voters, contracted, or incurred prior to, or existing at, the date of annexation

# Sixty Percent Annexation Method Process



# General Government Committee Recommendation

- Accept the proposal to annex, with no modifications
- Do not propose any amendments to the existing land use designations or zone districts
- Require the annexed area to assume City indebtedness



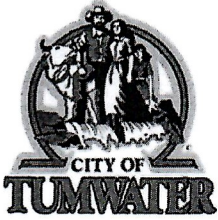
# Initial Request of City Council

- Discuss with petition with the applicants and decide whether to move consideration of the proposed annexation forward

# Future Steps

- If the Council decides to accept the annexation proposal – either as proposed or modified – then a 60 percent petition will be drafted and circulated to the affected property owners
- Approval by property owners representing 60 percent of the assessed value of the annexation area is required
- Final approval would only occur after review and approval of the Boundary Review Board, followed by a public hearing and a vote of City Council





**CITY OF TUMWATER**  
 555 ISRAEL RD. SW, TUMWATER, WA 98501  
 Email: cdd@ci.tumwater.wa.us  
 (360) 754-4180

**PETITION FOR ANNEXATION TO  
 THE CITY OF TUMWATER**

TUM - 25-

0128

Kerri  
 RCVD BY

DATE STAMP

02-05-2025

**TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE CITY OF TUMWATER**

We, the undersigned, being the owners of not less than sixty percent (60%) in value of the real property herein described, do hereby petition that such territory be annexed to and made a part of the City of Tumwater.

The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

**(Legal Description)**

THE WEST 300 FEET OF THE SOUTH 726 FEET OF THE SOUTHWEST QUARTER OF THE  
 SOUTHEAST QUARTER OF SECTION 15, TOWNSHIP 17 NORTH, RANGE 2 WEST, W.M.;  
 EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS  
 LATHROP ROAD.

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on: \_\_\_\_\_ and did determine that the City would accept the proposed annexation. At said meeting, the City Council did also determine that:

It would require the simultaneous adoption of a comprehensive plan for the area to be annexed; and

It would require the assumption of existing City indebtedness by the area to be annexed, as disclosed by the minute entry regarding the same in the minutes of said Council meeting.

Petition for Annexation to the City of Tumwater

This page is one of a number of identical pages forming one petition seeking the annexation of territory to the City of Tumwater, Washington, as above stated, and may be filed with other pages containing additional signatures.

The petitioners subscribing hereto agree that all property within the territory hereby sought to be annexed shall be assessed and taxed at the same rate and on the same basis as other property within the City of Tumwater, including assessments or taxes in payment of any bonds issued or debts contracted prior to or existing at the date of annexation.

*(Names of the petitioners should be in identical form as the same appear of record in the chain of title to the real estate. All owners must sign.)*

  
 OWNER'S SIGNATURE

NATHAN WAUNCH

PRINTED NAME

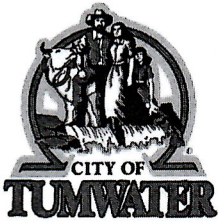
ADDRESS: 1020 93RD AVE SW, OLYMPIA, 98501

ASSESSOR'S PARCEL #: 12715420203

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

APPROXIMATE # OF ACRES: 4.87 (10.74 total annexation area)





**CITY OF TUMWATER**  
**555 ISRAEL RD. SW, TUMWATER, WA 98501**  
 (360) 754-4180 (360) 754-4126 (FAX)  
 Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE  
 ANNEXATION PROCEEDINGS**

TUM - 25-

0128

Kerri  
 RCVD BY

DATE STAMP

02-05-2025

**TO THE CITY COUNCIL OF THE CITY OF TUMWATER**

We, the undersigned, being owners of not less than ten percent in value of real property herein described for which annexation is sought, hereby notify the City Council of the City of Tumwater that it is our desire to commence annexation proceedings.

The property herein referred to is described in Exhibit "A" attached hereto and is depicted in Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Tumwater set a date not later than sixty (60) days after the filing of this request for a meeting with the undersigned to determine:

Whether the City Council will accept the proposed annexation;

Whether the City Council will require adoption of a comprehensive plan for the area to be annexed;  
 and

Whether the City Council will require the assumption of existing City indebtedness by the area to be annexed.

Said property is now in Thurston County. We wish to have this property annexed into the City of Tumwater and are willing to assume our fair share of the City's indebtedness and are willing to accept the City's Comprehensive Plan.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intent to be presented and considered as one Notice of Intent.

*(Names of the petitioners should be in identical form as the same appear on  
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OWNER'S SIGNATURE

NATHAN WAUNCH

PRINTED NAME

ADDRESS: 1020 93RD AVE SW, OLYMPIA, 98501

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

ASSESSOR'S PARCEL#: 12715420203

LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

APPROXIMATE # OF ACRES: 4.87 (10.74 total annexation area)

### EXHIBIT "A" – LEGAL DESCRIPTION

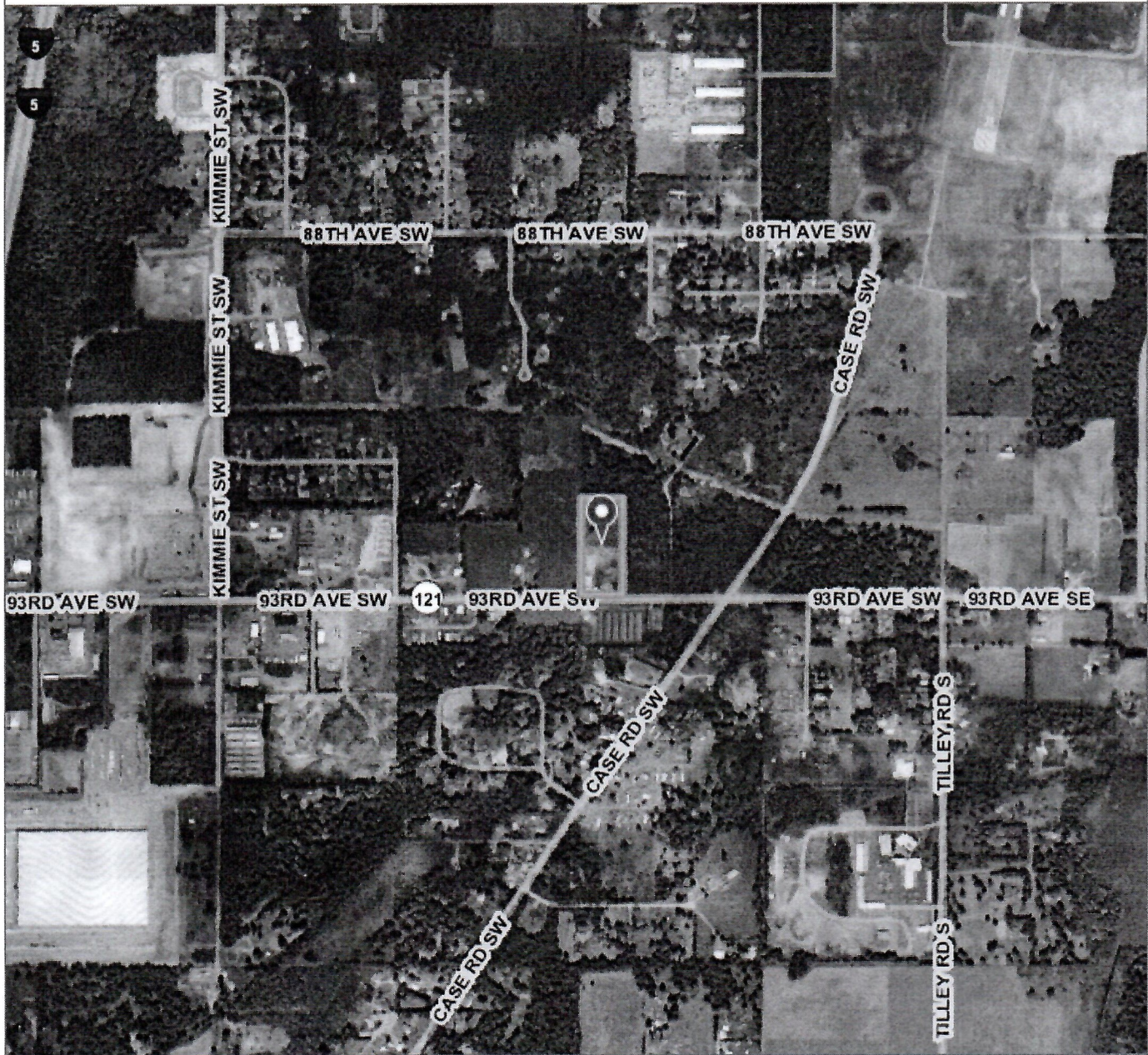
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EXCEPTING THEREFROM THE SOUTH 30 FEET FOR COUNTY ROAD KNOWN AS  
LATHROP ROAD.

### EXHIBIT "B" – MAP

See attached.

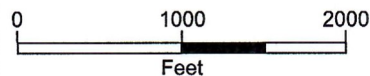


12715420203

**Legend**

- ☐ Parcel Boundaries
- Roads - Major
  - Major Roads
  - Ramp
  - I 5; US 101
- Roads (Large Scale)
- Railroads
- ☐ County Border

Scale 1: 19,586



Map Created Using GeoData Public Website

Published: 11/11/2024

Note:



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**CITY OF TUMWATER**  
**555 ISRAEL RD. SW, TUMWATER, WA 98501**  
 Email: cdd@ci.tumwater.wa.us  
 (360) 754-4180

**PETITION FOR ANNEXATION TO  
 THE CITY OF TUMWATER**

TUM -

DATE STAMP

RCVD BY

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The territory proposed to be annexed is within Thurston County, Washington, and the boundaries are outlined on the plat accompanying petition. The property is described as follows:

**(Legal Description)**

That portion of the Southeast quarter of Section 15, Township 17 North, Range 2 West, W.M.,  
 shown as Tract 1 of Survey recorded March 20, 1979 under File No. 1071074, in Thurston  
 County, Washington. Situate in the County of Thurston, State of Washington

The City Council of the City of Tumwater met with the initiating parties at a Council meeting on:  
 \_\_\_\_-\_\_\_\_-\_\_\_\_ and did determine that the City would accept the proposed annexation. At said meeting, the City  
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 debts contracted prior to or existing at the date of annexation.

*(Names of the petitioners should be in identical form as the same appear of  
 record in the chain of title to the real estate. All owners must sign.)*

DocuSigned by:

DocuSigned by:

WIN

Diane Elwin

70CBA09705414B8...

GNATU

55759EDF42644EE...

PRINTED NAME

ADDRESS: 93RD AVE SW, OLYMPIA, 98501

ASSESSOR'S PARCEL #: 12715430400

DATE: 1/28/2025 2/6/2025

APPROXIMATE # OF ACRES: 5.87 (10.74 total annexation area)



**CITY OF TUMWATER**  
**555 ISRAEL RD. SW, TUMWATER, WA 98501**  
 (360) 754-4180 (360) 754-4126 (FAX)  
 Email: cdd@ci.tumwater.wa.us

**NOTICE OF INTENT TO COMMENCE  
 ANNEXATION PROCEEDINGS**

TUM -

DATE STAMP

RCVD BY

**TO THE CITY COUNCIL OF THE CITY OF TUMWATER**

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DocuSigned by:

70CBA09705414B8...

DocuSigned by:

55759EDF42644EE...

IN

Diane Elwin

PRINTED NAME

ADDRESS: 93RD AVE SW, OLYMPIA, 98501

DATE: 1/28/2025

ASSESSOR'S PARCEL #: 12715430400

LEGAL DESCRIPTION OF ENTIRE ANNEXATION AREA: \_\_\_\_\_

APPROXIMATE # OF ACRES: 5.87 (10.74 total annexation area)



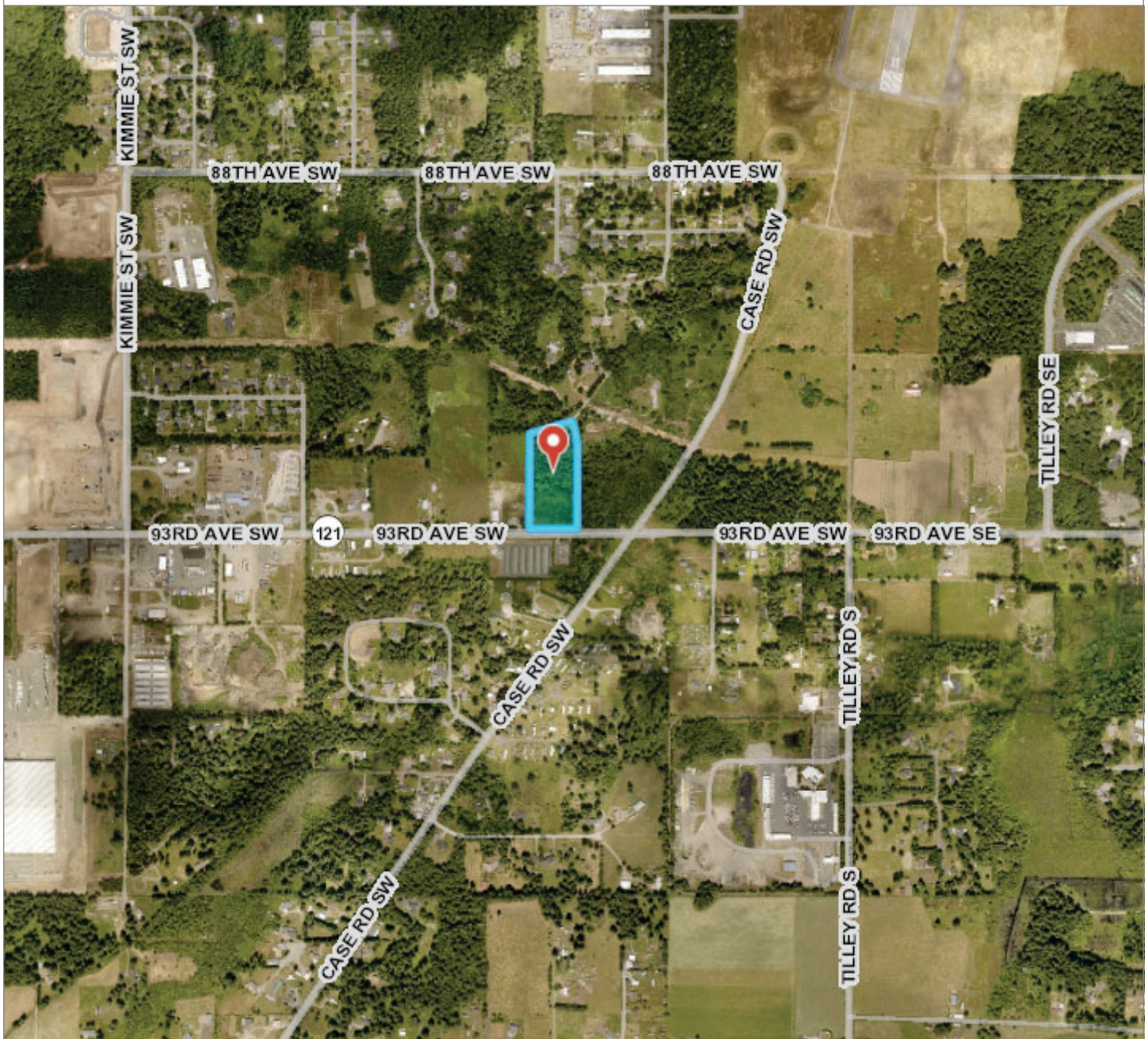
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## EXHIBIT "B" – MAP

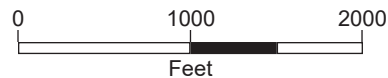
See attached.

12715430400

**Legend**

- Parcel Boundaries
- Roads - Major
  - Major Roads
  - Ramp
  - I 5; US 101
- Roads (Large Scale)
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Scale 1: 19,586



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