



**GENERAL GOVERNMENT COMMITTEE  
MEETING AGENDA**

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

**Wednesday, June 08, 2022  
2:00 PM**

1. Call to Order
2. Roll Call
- [3.](#) Approval of Minutes - April 13, 2022
- [4.](#) Preliminary Docket for 2022 Annual Housekeeping Amendments (Brad Medrud)
- [5.](#) Urban Forestry Management Plan – Tree Preservation Regulation Contract (Brad Medrud)
6. Additional Items
7. Adjourn

**Meeting Information**

All committee members will be attending remotely. The public are welcome to attend in person, by telephone or online via Zoom.

**Watch Online**

<https://us02web.zoom.us/j/82126616263?pwd=US8yaVV5amIxVUIYM2dXakU4UTk3dz09>

**Listen by Telephone**

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 821 2661 6263 and Passcode 552024.

**Public Comment**

The public may submit comments by sending an email to [council@ci.tumwater.wa.us](mailto:council@ci.tumwater.wa.us), no later than 9:00 a.m. the day of the meeting. Comments are submitted directly to the Committee members and will not be read individually into the record of the meeting.

**Post Meeting**

Audio of the meeting will be recorded and later available by request, please email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us)

**Accommodations**

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email [CityClerk@ci.tumwater.wa.us](mailto:CityClerk@ci.tumwater.wa.us). For vision or hearing impaired services, please

contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email [ADACoordinator@ci.tumwater.wa.us](mailto:ADACoordinator@ci.tumwater.wa.us).

**TUMWATER GENERAL GOVERNMENT COMMITTEE  
MINUTES OF VIRTUAL MEETING  
April 13, 2022 Page 1**

**CONVENE:** 2:01 p.m.

**PRESENT:** Chair Michael Althaus and Councilmembers Joan Cathey and Leatta Dahlhoff.

Staff: City Attorney Karen Kirkpatrick, Community Development Director Michael Matlock, and Planning Manager Brad Medrud.

Others: Councilmember Eileen Swarthout and Consultant Gary Cooper, Local Planning Solutions.

**APPROVAL OF MINUTES  
MARCH 9, 2022:**

**MOTION:** Councilmember Cathey moved, seconded by Councilmember Dahlhoff, to approve the General Government Committee meeting minutes of March 9, 2022 as published. A voice vote approved the motion unanimously.

**ORDINANCE NO. O2022-001, ELEVEN COUNTY ISLAND ANNEXATIONS:** Manager Medrud reviewed processes completed to date in preparation for consideration of two ordinances for annexation of 12 county islands. He introduced consultant, Gary Cooper who is assisting the City with the annexation process.

Mr. Cooper reviewed details of the annexations, processes completed to date, next steps, and final action/outcome:

- Today, the City of Tumwater surrounds 12 unincorporated County “islands”
- The 12 unincorporated islands are comprised of:
  - 160 parcels
  - 161 acres
  - 7 islands have 2 lots or less
  - Trosper Lake Island represents 111 parcels and 132 acres

The first 11 islands will be annexed by one ordinance and the Trosper Lake Island will be annexed by a second ordinance.

Thurston County has and is responsible for providing the following services to the 12 county islands:

- County and Local Fire District Services
- Police and Fire
- Roads and Stormwater
- Building and Land Use Permits
- Code Enforcement
- Separate voter pamphlets

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Revised Code of Washington (RCW) 35A.14.296 recognized that county islands cause inefficiencies for the delivery of public services. In 2020, the Legislature passed a new law enabling cities and counties to annex islands through a jointly approved Interlocal Agreement (ILA). The McLane Black Lake Fire Department elected not to participate in the interlocal agreement.

The legislation deemed city annexations of unincorporated areas within urban growth areas will be more efficient and effective if the county and city develop a jointly approved interlocal agreement so as not to create illogical boundaries or islands of unincorporated territory.

Key milestones include:

- September 5, 2021 – McLane Black Lake Fire Department did not object to the proposed annexations.
- December 1, 2021 – Tumwater and Thurston County host a joint open house on the proposed annexations.
- November and December 2021 & January 2022 – The City issued public notices to inform residents and others of:
  - The Open House
  - How to obtain a copy of the draft Interlocal Agreement
  - How to participate in the public hearing on the Interlocal Agreement
- January 18, 2022 – The City Council and the Board of County Commissioners hosted a joint public hearing on the Interlocal Agreement.
- January 18, 2022 – The City Council approved the Interlocal Agreement.
- January 25, 2022 – The Board of County Commissioners approved the Interlocal Agreement.
- February 16, 2022 – Notices of Intent to Annex applications were forwarded to the Thurston County Boundary Review Board for a state mandated review for each annexation area.
- March 7, 2022 – The Boundary Review Board returned nine of the annexations to the City for final action after completing its 21-day review period.
- April 4, 2022 – The Boundary Review Board returned the remaining three annexations to the City for final action after completing its 45-day review period.

Final action occurs when and if the City Council adopts the proposed annexation ordinances. After the effective date of the adopted ordinances, the annexations will be complete.

Next steps include:

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- April 26, 2022 – City Council worksession to review Ordinance No. O2022-001 to annex the first 11 islands.
- May 17, 2022 – City Council considers and approves Ordinance No. O2022-001 to annex the first 11 islands.
- The larger Trosper Island Annexation will be annexed separately from the first 11 islands:
  - May 11, 2022 – General Government Committee briefing on Trosper Island annexation Ordinance No. O2022-002.
  - May 24, 2022 – City Council worksession to review Ordinance No. O2022-002 to annex the Trosper Lake Island.
  - June 7, 2022 – City Council considers and approves Ordinance No. O2022-002 to annex the Trosper Lake Island.

Manager Medrud added that as part of the approval process, a public hearing is not required; however, the City plans to issue public notices when the ordinances are considered by the City Council.

Chair Althausen noted that during each regular Council meeting, the public will have an opportunity to provide comments on the proposed annexations during the public comment segment.

Director Matlock added that the Council has the option of including the annexations as a Council Consideration because of the number of public meetings held to date.

Chair Althausen recommended combining the ordinances for review during one Council worksession.

Manager Medrud suggested retaining two regular Council meetings to consider each ordinance separately, as well as the committee recommending a consolidated Council worksession for both ordinances with removal of the Trosper Lake Island annexation from the committee's next meeting agenda. The committee supported the recommendation.

Committee members and staff discussed how islands were created and efforts by legislators to change laws to enable municipalities to annex islands to create cohesive boundaries and better delivery of services.

**CONSENSUS:**

**The General Government Committee recommended the Council conduct a one worksession on both ordinances on April 26, 2022 with the Council establishing dates for Council Considerations of both ordinances.**

**URBAN FORESTRY  
MANAGEMENT PLAN –**

Manager Medrud reported the City is updating three different policies/regulations based on the adoption of the Urban Forestry

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**LANDSCAPING  
 REGULATION UPDATE,  
 SCOPE OF WORK:**

Management Plan. The first update is to the Tree Protection Ordinance. Staff released a Request for Proposal (RFP) requesting consultant assistance with technical updates and a public process. The City received two responses to the RFP with both responders indicating they did not plan to submit a proposal because of the lack of capacity. Staff is considering whether to reduce the RFP scope of work or re-release the RFP. Additionally, the City received a funding award of \$20,000 from the Department of Natural Resources for efforts on the Street Tree Plan effective July 1, 2022 through June 30, 2023. The initial intent in terms of order of review was the Tree Protection Ordinance, Landscaping Ordinance, and the Street Tree Plan.

Manager Medrud noted that the Arbor Day celebration on Saturday, April 23, 2022 at Tumwater Historical Park includes a giveaway of 100 tree seedling and giveaway bags of various tree/plant related materials.

Manager Medrud outlined the scope of the update to landscaping regulations. Landscaping regulations are implemented when a development application is received for new development on a greenfield site or expansion of an existing use or an addition to an existing use. Landscaping regulations are intended to provide some minimum requirements and standards to buffer incompatible uses and to improve aesthetics of the City and of the development and the environment.

The update process will begin with identifying stakeholders, needs, and the role of the update process. Included within landscaping regulations is irrigation to ensure sufficient water is available to grow and maintain plants. The update includes meeting with professional consultants responsible for designing larger landscapes for commercial, industrial, and residential developments, as well as environmental interests and Puget Sound Energy, Chamber of Commerce, neighborhoods, and with Development Review staff.

The update will cover ongoing maintenance and code enforcement and ensure the update and the regulations address equity and environmental justice.

Chair Althausen asked about including other neighborhoods with no formal neighborhood association to receive input. Manager Medrud said it likely would be possible; however staff has encountered some difficulty in contacting homeowner associations because the City's list is neither current nor complete. However, staff can contact other informal neighborhood groups. He added that staff would also outreach groups and business owners involved in the Brewery District and the Capitol Boulevard Corridor projects.

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Councilmember Dahlhoff recommended utilizing the resources of TOGETHER, Boys and Girls Club, and Big Brothers Big Sisters as a conduit to distribute information about the update.

Councilmember Cathey asked whether it would be possible to use tree mitigation funds for developments that remove large trees to create buffers. Manager Medrud said it is possible to explore; however, the landscaping ordinance pertaining to buffers includes two tiers of buffers. Level 1 screening is considered solid landscaping in an area of approximately 10 feet wide. Level 2 is a narrower requirement of an 8' width screen. The planting of trees can be a component of the buffer but in many cases tree canopies prevent the development of a solid visual screen within the buffer. He added that the retention of trees often overlap tree preservation and landscaping requirements and it would be important to consider ways to incorporate the preservation of existing trees in larger areas as part of the landscaping ordinance.

The next stage of the process is development of the ordinance with reviews by the Tree Board, Planning Commission, and briefings to the Council on the status of efforts and the direction of the update. Joint meetings between the Tree Board and the Planning Commission will be scheduled as well. A joint meeting with the City Council and the two advisory bodies will also be scheduled.

The public participation plan includes social media outreach and news media efforts. The scope of work and work products include an update to the Tumwater Municipal Code 18.47 *Landscaping* and any other sections to the code that have been identified during the update process. Potential changes to the Tumwater Development Guide will be reviewed by the Public Works Committee. The update process will also consider any changes to the Citywide Design Guidelines to ensure coordination with the TMC, as well as any potential changes to the Comprehensive Plan as part of the eight-year update process.

The proposed schedule will be revised with the first step releasing the RFP to initiate the consultant process followed by meetings with the Tree Board, Planning Commission, and the Council.

Manager Medrud invited feedback and any suggestions members they have or have received from the community on requested changes or improvements to the code. Members offered the following comments and suggestions:

- Consider natural play spaces
- Encourage cohabitation of people and animals
- Partner with local businesses to incentivize the diversity of vegetation species

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- Update the City’s website on tree removal requirements
- Ensure the update incorporates actions within the Climate Action Mitigation Plan to improve the environment and plant and wildlife species
- Consider unintended consequences when planting trees
- Consider the research on emotional, mental, and physical health of people who live with access to parks, shade, and areas with trees
- Consider rain gardens and landscaping beneficial for retaining moisture to reduce irrigation need
- Consider the lack of visual buffers between large complexes and other uses
- Consider the balance between vegetation and wildlife

Manager Medrud responded to questions about the consultant and seeking examples of other ordinances from other jurisdictions. He emphasized the importance of focusing the update from the community’s perspective and values to create a draft with the understanding other examples could serve as reference material to aid in the update process.

**ADJOURNMENT:**

**With there being no further business, Chair Althausen adjourned the meeting at 3:00 p.m.**

Prepared by Valerie L. Gow, Puget Sound Meeting Services, [psmsoly@earthlink.net](mailto:psmsoly@earthlink.net)



TO: General Government Committee  
 FROM: Brad Medrud, Planning Manager  
 DATE: June 8, 2022  
 SUBJECT: Preliminary Docket for 2022 Annual Housekeeping Amendments

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1) Recommended Action:

Conduct a briefing on and schedule the item for consent by the City Council for June 21, 2022 on which amendments to include in the TMC 18.60.025(A) final docket.

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2) Background:

TMC 18.60.025(A) establishes a process by which the preliminary docket of annual development code housekeeping amendments undergoes an initial review by the Planning Commission for recommendation to the City Council. The City Council will make the final determination on which of the proposed amendments will be included in the final docket in June 2022.

Once the docket becomes final, staff will review and analyze the proposed amendments as part of our long range planning work program and come back to the Planning Commission and City Council for the final review and recommendation process in September 2022.

The development code housekeeping preliminary docket staff report contains summaries of the fourteen proposed amendments.

The other housekeeping amendments staff reports contains summaries of the three proposed amendments that do not fall under the same TMC 18.60.025(A) process, but will be considered at the same time as the development code final docket during the fall.

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3) Policy Support:

Economic Development Plan Goal 1: "Establish a development climate that stimulates economic activity and desirable investment."

Economic Development Plan Strategy 1.D: "Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater."

Land Use Element Implementation Policy 11 of Section 3.3: "Modify the land use regulatory review, permitting, and approval system for consistency with the Growth Management Act and adopted plans to ensure predictability and allow processing of development permits in a timely and fair manner."

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3) Alternatives:

☐ Continue discussion at a Planning Commission's work session on May 24, 2022

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5) Fiscal Notes:

This is an internally funded work program task.

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6) Attachments:

- A. Staff Report – Development Code Housekeeping Preliminary Docket
- B. Staff Report – Other Housekeeping Amendments
- C. Presentation



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**2022 DEVELOPMENT CODE HOUSEKEEPING  
PRELIMINARY DOCKET  
STAFF REPORT  
GENERAL GOVERNMENT COMMITTEE BRIEFING**

**Issue**

During 2020 and 2021, staff gathered information on proposed minor housekeeping amendments to the development code in the Tumwater Municipal Code to be considered collectively in 2022. TMC 18.60.025(A) establishes a process for such development code amendments that is similar to the one the City follows for annual Comprehensive Plan amendments.

A preliminary docket of proposed amendments will be reviewed in the spring for consideration as part of the final docket that would be reviewed by the Planning Commission and approved by the City Council in the fall.

One additional item has been added to the preliminary docket to update the criteria for when a traffic impact analysis study is required.

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**Summary**

The proposed amendments are intended make minor corrections to the City's development regulations.

## Background

TMC 18.60.025(A) establishes a process by which the preliminary docket of annual development code housekeeping amendments undergoes an initial review by the Planning Commission for recommendation to the City Council. The City Council will then make the final determination on which of the proposed amendments will be included in the final docket.

After the docket is final, staff will review and analyze the proposed amendments and come back to the Planning Commission with a draft ordinance to start the final review and recommendation process on September 13, 2022.

The amendments are a part of the approved 2022 Long Range Planning work program.

## Development Code Housekeeping Preliminary Docket

The following is a summary of the proposed amendments that make up the development code housekeeping preliminary docket:

### A. Accessory Dwelling Unit Entrances

Address accessory dwelling unit primary entrance language. Accessory dwelling unit shall be designed to maintain the appearance of the main building of the single-family residence. In some cases, it is not possible for the primary entrance to an accessory dwelling unit not to be visible from the yard on the same side of the lot on which the primary entrance to the primary single-family dwelling unit is located. The amendment would change this from a requirement to an option.

Consistent with Sections 1.A.1 *Purpose* and 1.A.2 *Administrative Procedures of the Citywide Design Guidelines*.

Code Section to be amended:

- TMC 18.42.010 – Accessory dwelling units – General Land Use Regulations

### B. Adult Family Homes/Residential Care Facilities

Address consistency of adult family home and residential care facilities as permitted and conditional uses with state law and internally in TMC Title 18 *Zoning* in individual zone districts and TMC 18.53 *Housing for the Functionally Disabled*.

RCW 70.128.140 states:

***Compliance with local codes and state and local fire safety regulations.***

*(1) Each adult family home shall meet applicable local licensing, zoning, building, and housing codes, and state and local fire safety regulations as they pertain to a single-family residence. It is the responsibility of the home to check with local authorities to ensure all local codes are met.*

*(2) An adult family home must be considered a residential use of property for zoning and public and private utility rate purposes. Adult family homes are a permitted use in all areas zoned for residential or commercial purposes, including areas zoned for single-family dwellings.*

Code Section to be amended:

- TMC 18.07.010 – Residential zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.07.030 – Industrial zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.07.040 – Greenbelt/open space zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.27.040 – Uses – BD Brewery District zone district
- TMC 18.30.030 – Permitted uses – GB Greenbelt zone district
- TMC 18.30.050 – Conditional uses – GB Greenbelt zone district
- TMC 18.31.020 – Permitted uses – OS Open Space zone district
- TMC 18.31.040 – Conditional uses – OS Open Space zone district
- TMC 18.49.020 – Permitted uses – MFP Manufactured Home Park zone district
- TMC 18.53.020 – Adult family home – Housing for the Functionally Disabled
- TMC 18.53.030 – Residential care facility – Housing for the Functionally Disabled

C. Bicycle Storage

Clarifying whether residential uses require one long-term bike storage spot per unit (TMC 18.50.120(C)(3)) or one per four units as shown in the table

(TMC 18.50.120(A)) at the end of TMC 18.50 *Off-Street Parking*. TMC 18.50.120 *Required bicycle facilities* and TMC Figure 18.50.120(A) establish bicycle parking spaces requirements for both short-term (Class 2) bicycle facilities and long-term (Class 1) bicycle facilities.

Code Section to be amended:

- TMC 18.50.120 – Required bicycle facilities – Off-Street Parking

D. Capitol Boulevard Community – Multifamily Parking Requirements

Remove the 1.0 parking space per dwelling unit limit for multifamily dwellings in the Capitol Boulevard Community to relieve off-street parking impacts on adjacent neighborhoods.

Code Section to be amended:

- TMC 18.21.060 – Development Standards – CBC Capitol Boulevard Community Zone District

E. Car Washes

Adding “carwash” to General Commercial uses through an amendment to the Title 17 *Zoning* definitions, instead of a specifically listed use.

Code Section to be amended:

- TMC 18.04.010 – A definitions – Definitions

F. Impound Yards

Addressing the “impound yards” use, which is not currently permitted in any zone districts in the City.

Creating a new “impound yards” use with a new definition in TMC 18.04.090, adding as a conditional use to the zone districts listed below, and adding minimal conditions through the conditional use process.

Code Sections to be amended:

- TMC 18.04.090 – I Definitions – Definitions

- TMC 18.24.040 – Conditional uses – LI Light Industrial Zone District
- TMC 18.25.040 – Conditional uses – HI Heavy Industrial Zone District
- TMC 18.34.040 – Conditional uses – ARI Airport Related Industry Zone District
- TMC 18.56.180 – “I” Uses – Conditional Use Permits

G. Mixed Use Overlay

Clarifying the intent of TMC 18.33 *MUO Mixed Use Overlay* to require commercial or office uses along primary roadways rather than 20% of every building.

Code Section to be amended:

- TMC 18.33.060 – Development standards – MUO Mixed Use overlay zone district

H. Nonconforming Signs

Addressing a conflict in nonconforming signs requirements in TMC 18.44.090 *Existing signs* in the TMC 18.44 *Signs*.

Code Section to be amended:

- TMC 18.44.090 – Existing signs – Signs

I. Optometry Clinics

Addressing the “optometry clinics” use, which does not fit well with either the existing “medical clinic” use or “professional services” use.

Creating a new “optometry clinics” use with a new definition in TMC 18.04.150 and adding as a permitted use to the zone districts listed below.

Code Sections to be amended:

- TMC 18.04.150 – O Definitions – Definitions

- TMC 18.07.020 – Commercial zone districts permitted and conditional uses– Summary Tables of Uses
- TMC 18.07.030 – Industrial zone districts permitted and conditional uses– Summary Tables of Uses
- TMC 18.18.020 – Permitted Uses – NC Neighborhood Commercial zone district
- TMC 18.19.020 – Permitted Uses – CS Community Services zone district
- TMC 18.20.030 – Permitted Uses – MU Mixed Use zone district
- TMC 18.21.030 – Permitted Uses – CBC Capitol Boulevard Community zone district
- TMC 18.22.020 – Permitted Uses – GC General Commercial zone district
- TMC 18.23.020 – Permitted Uses – TC Town Center zone district
- TMC 18.24.020 – Permitted Uses – LI Light Industrial zone district
- TMC 18.26.020 – Permitted Uses – HC Historic Commercial zone district
- TMC 18.27.040 – Uses – BD Brewery District zone district
- TMC 18.34.020 – Permitted Uses – ARI Airport Related Industry zone district

J. Personal and Professional Services

For consistency and understanding, splitting “personal and professional services” into “personal services” and “professional services” and removing “personal and professional and services and sales” from the TMC 18.07.020 Table Commercial zone districts permitted and conditional uses – Summary Tables of Uses.

Code Sections to be amended:

- TMC 18.04.160 – P Definitions – Definitions
- TMC 18.07.020 – Commercial zone districts permitted and conditional uses – Summary Tables of Uses
- TMC 18.07.030 – Industrial zone districts permitted and conditional uses – Summary Tables of Uses



- TMC 18.19.020 – Permitted Uses – CS Community Services zone district
- TMC 18.23.020 – Permitted Uses – TC Town Center zone district
- TMC 18.24.020 – Permitted Uses – LI Light Industrial zone district
- TMC 18.26.020 – Permitted Uses – HC Historic Commercial zone district
- TMC 18.27.040 – Uses – BD Brewery District zone district
- TMC 18.34.020 – Permitted Uses – ARI Airport Related Industry zone district

K. Public Building Signs

Adding exemptions for the size and number of sign for public buildings located in residential zone districts.

Code Section to be amended:

- TMC 18.44.140 – Residential zone districts – Signs

L. Residential Mechanical Equipment in Setbacks

Allowing “residential mechanical equipment” in the three single-family zone districts rear setbacks.

Code Sections to be amended:

- TMC 18.08.050 – Development standards – RSR Residential/Sensitive Resource zone district
- TMC 18.10.050 – Development standards – SFL Single-Family Low Density Residential zone district
- TMC 18.12.050 – Development standards – SFM Single-Family Medium Density Residential zone district

M. Residential Storage Sheds – Gravel Access

Addressing driveway surface for residential storage sheds. Currently, if a residential property owner wants to build a detached storage shed on a property having a gravel driveway, TMC 18.50.020(A)(1) requires compliance with the current parking regulations. In this case, TMC

18.50.030(B) requires residential property owner to convert the driveway to a hard surface.

Code Section to be amended:

- TMC 18.50.020 – Parking, loading and bicycle facility general regulations – Off-Street Parking

N. Subdivision Dedication Code Language Update

Update the subdivision dedication code language update to change “men” to “persons.”

Code Section to be amended:

- TMC 17.24.030(D)(2) – Format and content of application – Final Land Divisions

### **Public Approval Process**

Consistent with TMC 18.60.025, the Planning Commission held a briefing on the preliminary docket on April 26, 2022 and a worksession on May 10, 2022. At the end of the worksession, the Planning Commission sent a recommendation to the General Government Committee on the items to go forward to the final docket for more review.

The General Government Committee will discuss the Planning Commission’s recommendation on the items to go forward to the final docket for more review at their June 8, 2022 meeting. The General Government Committee is expected to recommend that the preliminary docket be placed on the City Council’s consent agenda for their June 21, 2022 meeting.

An Environmental Checklist for a non-project action will be prepared in August 2022 under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to Chapter 197-11 WAC, and a Determination of Non-Significance will be issued later in August 2022.

The ordinance will be sent to the Washington State Department of Commerce in August 2022 for the required 60-day review before the proposed text amendments were adopted, in accordance with RCW 36.70A.106.

The Planning Commission is expected to receive a briefing on the final docket of proposed code amendments on September 13, 2022 and hold a worksession on the final docket September 27, 2022.

A Notice of Public Hearing for the Planning Commission is expected to be issued on September 30, 2022 prior to a public hearing. The notice will be posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*.

The Planning Commission is expected to hold a public hearing for the proposed amendments on October 11, 2022. Following the public hearing and deliberations, the Planning Commission will make a recommendation that Council on the proposed amendments.

The Public Works Committee is expected to hold a briefing on the proposed amendments to the Tumwater Development Guide on November 17, 2022.

The General Government Committee is scheduled to review the proposed amendments in a briefing on November 9, 2022 and recommend that the ordinance be discussed at a City Council worksession. The City Council is scheduled to review the amendments at a worksession on November 22, 2022 and consider the amendments on December 6, 2022.

### **Public Notification**

A Notice of Public Hearing for October 11, 2022 for the Planning Commission is expected to be issued, posted, mailed to interested parties, and published in *The Olympian* on September 30, 2022, after the Planning Commission is expected to set the public hearing date on September 27, 2022.

### **Staff Conclusions**

1. The proposed text amendments will need to be consistent with the goals of the Washington State Growth Management Act.
  - a. This ordinance will need to be consistent with Goal 7 of the Growth Management Act which states:
 

*“Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.”*

The Ordinance establishes concise requirements for the application, review process, and approval of planned unit developments.
2. The proposed amendments will need to be consistent with the Economic Development Plan because the proposed amendments improve the clarity and specificity of the regulations for submittal, review, and approval of planned unit developments.
  - a. Goal #1 of the Economic Development Plan states:

*“Establish a development climate that stimulates economic activity and desirable investment.”*

- b. The text of the Economic Development Plan states that one of the ways to support Goal #1 is:

*“...by making ongoing improvements to existing development regulations, systems, and processes.”*

- c. Action item 1.D. of the Economic Development Plan states:

*“Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater.”*

This Ordinance will need to be improve the existing regulations for the application, review process, and approval of planned unit developments.

3. Based on the above review and analysis, staff will need to conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

### **Planning Commission Recommendation**

Planning Commission recommends that the General Government Committee let all the items in the 2022 development code housekeeping preliminary docket go forward for review as part of the final docket.

### **Effects of the Proposed Amendments**

The proposed text amendments would necessitate changes to the Tumwater Municipal Code.

### **Staff Contact**

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## 2022 OTHER HOUSEKEEPING AMENDMENTS STAFF REPORT GENERAL GOVERNMENT COMMITTEE BRIEFING

### Issue

During 2020 and 2021, staff gathered information on proposed minor housekeeping amendments in the Tumwater Municipal Code to be considered collectively in 2022 that are not part of the development code, which is defined as Title 16 *Environment*, Title 17 *Land Division*, and Title 18 *Zoning*. These housekeeping amendments are separate from the development code housekeeping amendments being considered as part of Ordinance No. O2022-013 that are following the process in TMC 18.60.025(A), but will follow the same schedule.

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### Summary

The proposed amendments are intended make minor corrections to the City's municipal code.

### Background

The amendments are a part of the approved 2022 Long Range Planning work program.

### Other Housekeeping Amendment Summary

The following is a summary of the proposed amendments that make up the other housekeeping amendments:

#### A. Sidewalks – Obstructions, Maintenance, and Repair

At the request of City staff, address short-term and long-term sidewalk maintenance. The intent would be to clarify which owners are responsible for maintenance of sidewalks. Currently the Tumwater Municipal Code or Tumwater Development Guide does not address this issue.

New Code Sections to be created:

- TMC 12.08.035 – Removal of sidewalk obstructions – Street and Side Obstructions
- TMC 12.12.070 – Sidewalk maintenance and repair – Construction of Curbs and Sidewalks

#### B. Staff Reports for Hearing Examiner - Schedule

Review when a staff report is needed for a hearing examiner hearing. The hearing examiner has asked that the date when staff reports have to be available be changed from the current five working days prior to the public hearing to seven days.

Code Section to be amended:

- TMC 2.58.110 – Distribution of information – Hearing Examiner

#### C. Traffic Study Requirements

Update the criteria for when a traffic impact analysis study is required.

Code Section to be amended:

- TMC 15.48.060 – Traffic study – Transportation Concurrency Requirements

### Public Approval Process

An Environmental Checklist for a non-project action will be prepared in August 2022 under the State Environmental Policy Act (Chapter 43.21C RCW), pursuant to

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## 2022 OTHER HOUSEKEEPING AMENDMENTS

Chapter 197-11 WAC, and a Determination of Non-Significance will be issued later in August 2022.

The ordinance will be sent to the Washington State Department of Commerce in August 2022 for the required 60-day review before the proposed text amendments were adopted, in accordance with RCW 36.70A.106.

The Planning Commission is expected to receive a briefing on the proposed other housekeeping amendments on September 13, 2022 and hold a worksession on the ordinance on September 27, 2022.

A Notice of Public Hearing for the Planning Commission is expected to be issued on September 30, 2022 prior to a public hearing. The notice will be posted, published as a press release, distributed to interested individuals and entities that have requested such notices, and published in *The Olympian*.

The Planning Commission is expected to hold a public hearing for the amendments on October 11, 2022. Following the public hearing and deliberations, the Planning Commission will make a recommendation that Council on the amendments.

The Public Works Committee is expected to hold a briefing on the amendments to the Tumwater Development Guide on November 17, 2022.

The General Government Committee is scheduled to review the amendments in a briefing on November 9, 2022 and recommend that the ordinance be discussed at a City Council worksession. The City Council is scheduled to review the amendments at a worksession on November 22, 2022 and consider the amendments on December 6, 2022.

### **Public Notification**

A Notice of Public Hearing for October 11, 2022 for the Planning Commission is expected to be issued, posted, mailed to interested parties, and published in *The Olympian* on September 30, 2022, after the Planning Commission is expected to set the public hearing date on September 27, 2022.

### **Staff Conclusions**

1. The proposed text amendments will need to be consistent with the goals of the Washington State Growth Management Act.
  - a. This ordinance will need to be consistent with Goal 7 of the Growth Management Act which states:
 

*“Permits. Applications for both state and local government permits should be processed in a timely and fair manner to ensure predictability.”*

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## **2022 OTHER HOUSEKEEPING AMENDMENTS**

- The Ordinance establishes concise requirements for the application, review process, and approval of planned unit developments.
2. The proposed amendments will need to be consistent with the Economic Development Plan because the proposed amendments improve the clarity and specificity of the regulations for submittal, review, and approval of planned unit developments.
    - a. Goal #1 of the Economic Development Plan states:
 

*“Establish a development climate that stimulates economic activity and desirable investment.”*
    - b. The text of the Economic Development Plan states that one of the ways to support Goal #1 is:
 

*“...by making ongoing improvements to existing development regulations, systems, and processes.”*
    - c. Action item 1.D. of the Economic Development Plan states:
 

*“Ensure a predictable and efficient experience for business owners and developers seeking to invest in Tumwater.”*

This Ordinance will need to be improve the existing regulations for the application, review process, and approval of planned unit developments.
  3. Based on the above review and analysis, staff will need to conclude that the proposed text amendments are consistent with the requirements of the Washington State Growth Management Act and the Tumwater Comprehensive Plan.

### **Staff Recommendation**

Staff recommends that the General Government Committee review the proposed amendments and provide comment to staff.

### **Effects of the Proposed Amendments**

The proposed text amendments would necessitate changes to the Tumwater Municipal Code.

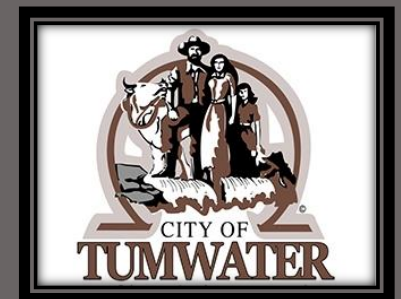
### **Staff Contact**

Brad Medrud, Planning Manager  
 City of Tumwater Community Development Department  
 360-754-4180  
 bmedrud@ci.tumwater.wa.us



# 2022 Annual Development Code and Other Housekeeping Amendments Preliminary Docket

June 8, 2022  
General Government Briefing



# Issue

During 2020 and 2021, staff gathered information on proposed minor housekeeping amendments to the Tumwater Municipal Code to be considered collectively in 2022

The proposed amendments are intended make minor corrections to the City's development regulations

# Review Process

- TMC 18.60.025(A) establishes a process for development code housekeeping amendments that is similar to the one the City follows for annual Comprehensive Plan amendments
- A **preliminary docket** of proposed amendments will be reviewed in the spring by the Planning Commission for a recommendation to City Council on what amendments will be a part of the final docket

# Review Process

- Once the City Council approves the contents of the **final docket** of code amendments, staff will prepare an ordinance for consideration by the Planning Commission and City Council in the fall of 2022
- The **other housekeeping amendments** that do not fall under the same TMC 18.60.025(A) process, will be considered at the same time as the development code final docket in the fall of 2022

# General Topics Covered

- A. Accessory Dwelling Unit Entrances
- B. Adult Family Homes/Residential Care Facilities
- C. Bicycle Storage
- D. Capitol Boulevard Community – Multifamily Parking Requirements
- E. Car Washes
- F. Impound Yards
- G. Mixed Use Overlay
- H. Nonconforming Signs

# General Topics Covered

- I. Optometry Clinics
- J. Personal and Professional Services
- K. Public Building Signs
- L. Residential Mechanical Equipment in Setbacks
- M. Residential Storage Sheds – Gravel Access
- N. Subdivision Dedication Code Language Update

# Other Topics Covered

The following will be covered by the other housekeeping amendment process:

- A. Sidewalks – Obstructions, Maintenance, and Repair
- B. Staff Reports for Hearing Examiner – Schedule
- C. Traffic Study Requirements

# Next Steps

## Preliminary Docket

### City Council

- General Government Committee briefing – June 8, 2022
- Consent agenda – June 21, 2022



# Next Steps

## **Final Docket and Other Housekeeping Amendments**

### Planning Commission

- Briefing – September 13, 2022
- Worksession – September 27, 2022
- Hearing – October 11, 2022

# Next Steps

## Final Docket and Other Housekeeping Amendments

### City Council

- General Government Committee briefing – November 9, 2022
- Public Works Committee briefing – November 17, 2022
- City Council worksession – November 22, 2022
- City Council consideration – December 6, 2022

TO: General Government Committee  
FROM: Brad Medrud, Planning Manager  
DATE: June 8, 2022  
SUBJECT: Urban Forestry Management Plan – Tree Preservation Regulation Contract

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1) Recommended Action:

Review attached contract and schedule for City Council consideration at their June 21, 2022 meeting.

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2) Background:

The next step in the implementation of the *Urban Forestry Management Plan* is the preparation of an update to the City's tree preservation regulations. The process will involve hiring a consultant to work with staff, stakeholders, and the Tree Board, Planning Commission, and City Council to update the City's tree and vegetation preservation regulations (Tumwater Municipal Code (TMC) 16.08 *Protection of Trees and Vegetation*), as well as review and update other relevant regulations, plans, and handouts.

After the Request for Proposals process was completed with no responses, the City worked with the Watershed Company on a draft contract and scope as a consultant to work on the regulation update. The proposed contract, scope, budget, and other required items are included as attachments.

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3) Policy Support:

Conservation Element Policy C-1.1: Protect the ecological integrity of the natural environment while allowing for compatible growth and development.

Conservation Element Policy C-1.5: Maximize retention of a healthy tree cover and native vegetation and encourage restoration, replacement, and enhancement of unhealthy trees and disturbed vegetation.

Land Use Element Implementation Policy 16: Implement the Urban Forestry Management Plan through the municipal code, Development Guidelines, City employee processes, and community education and engagement.

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4) Alternatives:

None.

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5) Fiscal Notes:

Although City staff time is internally supported, the funding for the consultant is suggested to come from the Permit Reserve Fund. A budget amendment would be required at year's end. These funds are collected to support permit review activity, such as compliance with tree preservation requirements. There are ample funds to pay for this project. The contract

amount is \$91,421.78.

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6) Attachments:

- A. *Urban Forestry Management Plan* – Tree Preservation Regulation – Service Provider Agreement
- B. *Urban Forestry Management Plan* – Tree Preservation Regulation – Exhibit A Scope of Services to Service Provider Agreement
- C. *Urban Forestry Management Plan* – Tree Preservation Regulation – Exhibit B Budget to Service Provider Agreement
- D. *Urban Forestry Management Plan* – Tree Preservation Regulation – Exhibit C Nondiscrimination in Benefits to Service Provider Agreement

**CITY OF TUMWATER  
SERVICE PROVIDER AGREEMENT**

**2022-23 TREE AND VEGETATION PRESERVATION AMENDMENTS**

THIS AGREEMENT is made and entered into in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and The Watershed Company, a Washington corporation, hereinafter referred to as the “SERVICE PROVIDER”.

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

The Project shall begin no earlier than July 1, 2022, and it shall be completed no later than August 31, 2023. This Agreement may be extended for additional periods of time upon mutual written agreement of the parties.

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

C. The CITY shall pay the SERVICE PROVIDER for work performed under this Agreement a total sum not to exceed ninety-one thousand four hundred twenty-one dollars and seventy-eight cents (\$91,421.78) as reflected in Exhibit "B" Budget.

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

A. The parties intend that an independent contractor relationship will be created by this Agreement. Subject to paragraphs herein, the

implementation of services pursuant to this Agreement will lie solely within the discretion of the SERVICE PROVIDER. No agent, employee, servant, or representative of the SERVICE PROVIDER shall be deemed to be an employee, agent, servant, or representative of the CITY for any purpose, and the employees of the SERVICE PROVIDER are not entitled to any of the benefits the CITY provides for its employees. The SERVICE PROVIDER will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

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

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

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

#### 6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

## 7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER INDEMNIFICATION. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S indemnification shall not be limited in any way by any limitation on the amount of damages, compensation, or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

## 8. INSURANCE.

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

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

1. Automobile Liability insurance with limits no less than



\$1,000,000 combined single limit per accident for bodily injury and property damage.

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$2,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.

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

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

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

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

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

## 9. TREATMENT OF ASSETS.

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

## 10. COMPLIANCE WITH LAWS.

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

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

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

11. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

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

E. NONDISCRIMINATION IN BENEFITS. Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, the SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in the SERVICE PROVIDER'S operations applicable to this Agreement if such benefits are provided to employees' spouses as more particularly set forth in Chapter 3.46 of the TMC, a copy of which is attached hereto as Exhibit "C".

## 12. ASSIGNMENT/SUBCONTRACTING.

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

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

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

## 13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

The parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded. Further, any modification of this Agreement shall be in writing and signed by both parties. Failure to comply with any of the provisions stated herein shall constitute material breach of contract and cause for termination. Both parties

recognize time is of the essence in the performance of the provisions of this Agreement. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

[Remainder of Page Intentionally Left Blank]

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

CITY:

CITY OF TUMWATER  
555 Israel Road SW  
Tumwater, WA 98501

SERVICE PROVIDER:

Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Tax ID #: \_\_\_\_\_  
Phone Number: \_\_\_\_\_

\_\_\_\_\_  
DEBBIE SULLIVAN  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON

COUNTY OF \_\_\_\_\_

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

Dated: \_\_\_\_\_

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



April 29, 2022

Brad Medrud  
Planning Manager  
Community Development Department  
City of Tumwater  
555 Israel Road SW  
Tumwater, WA 98501

**Re: Proposal for Environmental Consulting Services**  
**The Watershed Company Reference Number: 220421**

Dear Brad,

We are pleased to provide the following proposed preliminary scope of work and timeline for the City of Tumwater's update to the tree and vegetation preservation regulations (Tumwater Municipal Code (TMC) 16.08 Protection of Trees and Vegetation). We have also included a schedule of hourly rates for Watershed Staff. Please let us know if you would like additional information. The following scope of work includes a description of each task, the list of deliverables per task, and proposal assumptions.

## **Tree and Vegetation Preservation Regulation Update**

### **Scope of Work**

#### **Task 1. Project Administration**

##### **A. Project Kick-off.**

The Watershed team will meet with City staff to review and refine the scope of work and project deliverables. Watershed will follow up with an initial project schedule for developing the public outreach plan, work sessions with City staff, and immediate project deliverables. The kick-off meeting may be conducted via video conference or in person, depending upon scheduling needs and project team preferences.

##### **B. Coordination and Meetings with City Staff.**

The Watershed Project Manager will work directly with the City Project Manager to set agendas and schedule meetings, coordinate the work plan, and provide status updates on project deliverables. Ongoing coordination meetings will be conducted via video conference. Watershed can draft minutes for each project team meeting outlining agreed upon action items and distribute to project team members. To assist with project team communication and collaboration, Watershed recommends utilizing a



SharePoint drive or similar shared file drive for sharing documents and project calendars. This can be discussed during the project kick-off. The original RFP anticipates up to six (6) general coordination meetings with City Staff, but the team may require two (2) additional meetings to accommodate the proposed extended timeline into early 2023 for the final adoption process.

#### Task 1. Deliverables Summary and Assumptions:

- Project schedule for public outreach plan development, work sessions with City staff, and immediate project deliverables. Proposal assumes creation of one draft and one final version.
- Set up SharePoint Server for project team communications.

#### **Task 2. Public Engagement Plan Development**

The Watershed team will consult with City staff to develop a Public Engagement Plan that is grounded in equity and environmental justice - providing avenues for public involvement to all Tumwater community members and stakeholders in urban forest management planning. Through this process Watershed will assist the City in educating the Tumwater community of the importance of the City's urban forest and the ordinance update process as well as understand stakeholder priorities and needs regarding tree and vegetation management.

##### **A. Define Stakeholder Groups and Outreach Approach**

###### **a. External Stakeholder Groups**

Identify key stakeholder groups within the Tumwater community to inform specific participation strategies. Identify any barriers to engagement (e.g., technology, language, or cultural barriers) that need to be addressed so that the approach is equitable and achievable. This could include translation for project materials and more personalized engagement with community leaders to assist with direct outreach to their constituencies and members. As noted in the RFP, external stakeholder groups include but are not limited to residential and commercial property owners, developers, professional consultants such as arborists/landscape architects/foresters, environmental groups, utility providers such as Puget Sound Energy, and members of the business community including the Chamber of Commerce and Olympia Master Builders.

###### **b. Internal Stakeholders – City Staff.**

In addition to external stakeholders, the Watershed team can coordinate a work session and/or survey with City code enforcement and development review staff, and City maintenance staff to solicit feedback regarding issues and challenges faced in application of the Tree and Vegetation Preservation code, identify existing strengths and challenges, and discuss ideas to increase effectiveness through code revisions and internal processes.

**B. Identify Outreach and Engagement Tools.**

In collaboration with City staff, the Watershed Team will suggest and explore various outreach and engagement tools to promote environmental justice and social equity.

Proposed strategies include:

- a. **Graphic and Narrative Content.** The Watershed team will prepare narrative and graphic content to support outreach efforts, including detailed text and graphics which convey substantive information to the lay reader. This content will be used in the following outreach tools:
  - i. **Mailer Post Cards.** This task includes design of a mailer post card to stakeholders to advertise for an Online Open House.
  - ii. **Social Media messaging.** Watershed will work with staff on social media messaging for platforms such as Twitter, Facebook and NextDoor to reach a wider audience when compared with traditional public notice methods. The City will be responsible for publishing of outreach materials, mailing, and public noticing.
- b. **Conduct Online Open House.** The Watershed team will create and launch an online open house early in the process, with a link to this site hosted on the City webpage. The site may remain active for 6-months post adoption or materials migrated to the City's project website.
  - i. The intent of the online open house is to create an interactive online portal that includes a project description and schedule, Frequently Asked Questions, and links to public meetings.
  - ii. The goal is to reach a wide variety of participants virtually who otherwise could not attend an in-person open house due to accessibility, caregiving, health, or transportation limitations.
  - iii. The online open house will contain a comment portal opened during established comment periods.
  - iv. The Watershed team will provide calendar, draft document, and live presentation updates on the online open house site as the project progresses.

**C. Develop Stakeholder Engagement Schedule**

Once stakeholders and outreach approach have been defined, the Watershed team will create a project schedule/timeline for engagement and deliverables. This will be provided to City staff, the Tree Board, Planning Commission, and City Council for review and feedback. To ensure equity and inclusion at each stage of the engagement process, the project team should also request feedback on the engagement plan from key stakeholders of different racial and socioeconomic perspectives. The schedule will include:

- a. Work product delivery schedule.
- b. Public work sessions with the Tree Board and Planning Commission.

- c. Internal and external stakeholder meetings.
- d. Public work sessions with the Tree Board and Planning Commission.
- e. Formal adoption process of revised tree and vegetation preservation regulations.

Task 2. Deliverables Summary and Assumptions:

- Public Engagement Plan that outlines components from Task 1A through 1C. Proposal assumes development of one draft and one final version.

**Task 3. Implementation of Public Engagement Plan**

To be determined based on Task 2 plan development. Could include, but not limited to, the following:

- A. Implement strategies outlined in Task 2.B. above.
- B. Facilitate one internal City staff stakeholder workshop or survey.
- C. Facilitate external stakeholder meetings via videoconferencing (Estimated level of effort for this project is 2-3 meetings).
- D. Facilitate one public open house, if needed.

Task 3. Deliverables Summary and Assumptions:

- Develop narrative and graphic content to be used for outreach efforts. Proposal assumes that any City of Tumwater site specific photos, logos, and graphics will be provided to Watershed by the City. For all content provided by the Client to The Watershed Company during the course of product development, the City assumes the responsibility for obtaining permission and ensuring compliance with any applicable rights, credits, or limitations regarding the use of said content.
- Develop mailer postcard. Proposal assumes the City will be responsible for printing and mailing of the post card mailers. Unless otherwise specified in the final scope agreement, mock-ups, proofs, and final layouts will be delivered electronically in Adobe PDF format. Individual graphics and native files will not be provided within the scope of this proposal.
- Create and launch online open house.

**Task 4. Prepare Ordinance Update**

The Watershed team will support City staff in developing amendments to Title 16 Environment (TMC 16.08 Protection of Trees and Vegetation) and other applicable documents as needed including the Tumwater Development Guide, Citywide Design Guidelines, Comprehensive Plan and Subarea Plans, Littlerock Road Subarea Plan, and Capitol Boulevard Community Zone Design Guidelines. The following outlines Watershed's proposed approach to developing the code amendments:

- A. **Existing Document Review.** Watershed staff will review existing City planning documents to inform and guide tree and landscaping preservation code development and ensure that amendments are consistent with the goals of the Urban Forestry Management Plan. As requested in the City's RFP, Watershed will also review the Thurston Climate Mitigation Plan, Bush Prairie Habitat Conservation Plan, and the City's critical areas ordinance.
- B. **Prepare Tree Ordinance Gap Analysis Checklist.** Following the results and findings of the above listed tasks, the Watershed team will prepare a detailed gap analysis checklist which provides summary recommendations topically. This will include recommendations based on existing document review, stakeholder feedback, and City staff review and input.
- C. **Review gap analysis with City staff.** The Watershed team will hold a video conference call with City staff to discuss the Gap Analysis Checklist, public input, and City identified housekeeping changes.
- D. **Provide draft code amendments.** Based on the results from Tasks 4.A through C, the Watershed team will provide a strikeout/underline update of the Tumwater Municipal Code (TMC) for City review, with comment bubbles tying changes to the Gap Analysis Checklist.
- E. **Prepare Local Ordinance.** Watershed will prepare the amendments in the form of an ordinance and preamble for revisions to TMC. The City will be responsible for finalizing the draft and approval through the City Attorney's Office and Department management review.
- F. **Additional Work Products.** Watershed will provide amendments, as needed, to the following:
  - a. Other relevant sections of the Tumwater Municipal Code as identified during the process
  - b. Tumwater Development Guide
  - c. Citywide Design Guidelines
  - d. Comprehensive Plan and Subarea Plans
  - e. Littlerock Road Subarea Plan, Chapter 5 Implementation
  - f. Capitol Boulevard Community Zone Design Guidelines

#### Task 4. Deliverables Summary and Assumptions

- Gap Analysis Checklist for *TMC 16.08 Protection of Trees and Vegetation*. Proposal assumes one draft version and one final version incorporating City feedback.
- Draft Code Amendments for *TMC 16.08 Protection of Trees and Vegetation*.
- Final Code Amendments in the form of an ordinance.
- Draft amendments to other sections of the TMC and City planning documents listed in Task 4.F.

**Task 5. Formal amendment approval process.**

- A. **Conduct public briefings and work sessions.** Members of the Watershed team will attend up to ten (10) evening meetings. This is anticipated to include the following:
  - a. Work sessions and briefings with the Tree Board and Planning Commission, including two joint work sessions.
  - b. One public hearing with the Planning Commission.
  - c. One City Council Study Session.
  - d. One General Government Committee meeting.
  
- B. **Assist with Staff Reports and Presentation Decks.** Watershed will assist City staff in the preparation of staff reports and slide decks prior to each Planning Commission and City Council meeting listed above.
  
- C. **Assist staff in responding to comments.** The Watershed team will review and respond to Tree Board, Planning Commission and/or City Council recommendations and responses to public comment which will be provided to City Council during their public deliberations. Responses to public comments will be posted on the online open house.

**Task 5. Deliverables Summary and Assumptions:**

- Provide support and subject matter information for Task B. This proposal assumes City staff will be responsible for developing final reports and presentation decks for meetings, unless otherwise agreed upon in the final scope of work.
- Provide written responses to recommendations and public comments as outlined in Task C.

**Reimbursable Expenses**

Watershed will expense for any travel expenses incurred for in-person meetings. Data costs will be applied if the City determines that Watershed will host the Online Open House as part of the public engagement plan.

## Proposed Schedule

*The timeline outlined below is based on experience with similar projects; the timeline given is approximate and does not constitute agreed upon due dates. Actual timeline for deliverables and meeting schedules will be finalized during the project kick-off and engagement plan development.*

SOW Task #	Task	Approximate Timeline /Completion Dates
Project Administration		
1A	Project Kick-off	May 1
1B	Project coordination	Ongoing
Public Engagement Plan Development		
2A	Confirm Internal and External Stakeholders and engagement strategies	May 30
2B	Identify outreach materials and deliverables	May 30
2C	Develop Stakeholder Engagement Schedule	May 30
2	Provide Engagement Plan and schedule to City Staff, Tree Board, Planning Commission and City Council for review	June 15
2	Finalize engagement plan and preliminary project schedule	June 30
Implement Public Engagement Plan		
3A	Develop narrative and graphics for outreach materials	July 15
3A	Create postcard mailer and develop Online Open House	July 30
3A	Launch Online Open House and send postcard mailers	August 15
3B	Facilitate Internal Staff Stakeholder meeting	August 30
3C	Facilitate External stakeholder meetings	September - October
3D	Facilitate in-person open house, if needed	TBD
Draft Code Amendments TMC 16.08 Tree and Vegetation Preservation		
4A	Existing Document Review	July-August
4B	Prepare Gap Analysis Checklist	October 15
4C	Meet with City staff to review Checklist	October 30
4D	Provide draft amendments for City review	November 15
4E	Prepare Draft and Final Ordinance	1 <sup>st</sup> quarter 2023
4F	Additional work products as needed	1 <sup>st</sup> quarter 2023
Formal amendment approval process		
5A	Tree Board & Planning Commission Work Sessions	June-October
5A	One (1) public hearing with the Planning Commission	November
5A	One City Council Study Session	January
5A	One General Government Committee meeting	January
5B	Assist with staff reports and presentation decks	Ongoing
5C	Prepare responsiveness summary to public comments	January 2023
5	Final Adoption	March 2023

Sincerely,



Kimberly Frappier  
Environmental Planner/Urban Forester

**Proposal approved by:**



Kenny Booth, AICP  
Principal / Senior Planner

*Enclosures:*

2022 Hourly Rate Schedule

### Hourly Rates Effective January 2022\*

Dan Nickel, MSc	Environmental Engineer	\$210
Hugh Mortensen, PWS	Senior Ecologist	\$210
J. Kenny Booth, AICP	Senior Planner	\$210
Al Wald, LHg	Hydrogeologist	\$190
Amber Mikluscak, PLA, GISP, MLA	Senior Landscape Architect/GIS Manager	\$180
Greg Johnston, EIT, CFP, MSc	Senior Fisheries Biologist	\$170
Nell Lund, PWS	Senior Ecologist	\$170
Ryan Kahlo, PWS	Senior Ecologist	\$170
Mark Daniel, AICP	Senior Planner/GIS Specialist	\$170
Marina French, PLA, MLA	Senior Landscape Architect	\$160
Kimberly Frappier, MSc	Environmental Planner	\$155
Clover McIngalls, PWS	Environmental Planner	\$150
Peter Heltzel, MSc, CFP	Fisheries Biologist	\$150
Heather Rogers, LG, MSc, WPiT	Planner/Geomorphologist	\$150
Katy Crandall, PWS	Ecologist/Arborist	\$145
Leila Willoughby-Oakes	Associate Planner	\$145
Kyle Braun, PLA	Landscape Architect/Arborist	\$140
April Mulcahy	Ecological Designer/Arborist	\$135
Roan Hohlfeld, MLA	Ecologist/Arborist/Landscape Designer	\$135
Alex Capron	Planner/GIS Specialist	\$130
Dawn Spilsbury	GIS Analyst/FAA Licensed Drone Pilot	\$130
Sam Payne, PWS	Ecologist/Arborist	\$125
Grayson Morris, PLA, MLA, SITES AP	Landscape Architect	\$120
Amanda Fleischman, MLA	Landscape Designer	\$118
Fern Huynh	Landscape Designer	\$117
Nathan Burroughs, MSc	GIS Analyst	\$115
Grace Brennan	Ecologist	\$115
Bri Hines	Environmental Planner	\$115
Devin Melville	Environmental Planner	\$113
Hui Cao	Landscape Designer	\$112
Alexis Ochoa	Arborist	\$110
Drew Foster	Arborist	\$110
Debra Klein	Accountant	\$110
Brooke Taylor	Accountant/Project Administrator	\$110
Betsy Mann	Marketing Manager	\$110
Angela Mele	Interpretive Planner	\$105
Jake Robertson	Arborist	\$105
Sage Presster	Ecologist	\$105
Justin Kay	Ecologist	\$100
Laura Keil	Landscape Designer	\$100
Jesse Rogers	Arborist	\$90
Anna Tono	Marketing Coordinator	\$75

#### Acronym Key:

CFP = Certified Fisheries Professional as certified by the American Fisheries Society

EIT = Engineer In Training

LG = Licensed Geologist

LHg = Licensed Hydrogeologist

GIS = Geographic Information System

PWS = Professional Wetland Scientist as certified by the Society of Wetland Scientists

PLA = State of Washington Professional Landscape Architect

AICP = American Institute of Certified Planners

MSc = Master of Science degree

MLA = Master of Landscape Architecture

GISP = GIS Professional



\*Rates for 2022 only; escalator clause for cost of living may apply in future years

## Direct Costs

<b><u>Auto Mileage</u></b> Maximum standard rate allowable by IRS	
<b><u>Reproduction:</u></b>	
<b><u>Black &amp; White Printing</u></b>	<b><u>Rate per Page</u></b>
8 1/2 x 11	\$0.10
11 x 17	\$0.20
12 x 18	\$0.30
<b><u>Color Printing</u></b>	<b><u>Rate per Page</u></b>
8 1/2 x 11	\$1.00
11 x 17	\$2.00
12 x 18	\$2.50
<b><u>Plotting</u></b>	<b><u>Rate per SF</u></b>
B&W Bond	\$1.05
Color Bond	\$1.18
B&W Glossy	\$12.18
Color Glossy	\$13.76
Outside Reproduction	At cost
Electrofishing Equipment Fee	\$100.00/day
Trimble Geo XH - GPS Equipment Fee	\$190.00/day
Field Tablet	\$20.00/day
Solomat Water Quality Testing Equipment Fee	\$50.00/day
YSI Salinity pH Meter	\$50.00/day
Expert testimony	Expert testimony is billed at 1.5 times standard hourly rates
Lodging and per diem	Reimbursement will be at a rate not to exceed the WA State OFM per diem rate for location services are provided. Out-of-State locations will be reimbursed at the current GSA rate for location services are provided.
Other Direct Costs At Cost	

The Watershed Company  
City of Tumwater Tree and Landscape Preservation Code Update Project  
Budget and Scope of Work

Exhibit "B"

			Dan Nickel, MSc	Kim Frappier	Leila Willoughby-Oakes	Amber Mikluscak Champoux, PLA, GISP	Grayson Morris	Laura Keil	Angela R. Mele	Brooke Taylor		
Task	Subtask	Description	\$210	\$155	\$145	\$180	\$120	\$100	\$105	\$110	Total Cost	
			DN	KF	LW	AMC	GM	LK	ARM	BT		
1	Project Administration and Coordination											
1	1.A	Project Kick-off Meeting	2.00	2.00	2.00			2.00			\$1,220	
1	1.B	General Project Administration and Coordination, including meetings with City Staff (6)	6.00	50.00	22.00			6.00		3.50	\$13,185	
1	1.B	Develop project schedule for public outreach plan development (one draft, one final version)	1.00	3.00	1.00						\$820	
Subtotal											\$	15,225.00
2	Public Engagement Plan Development											
2	2	Work session with City staff (1 meeting); Includes agenda/minutes. (SOW items 2.A. and 2.B)		3.00	3.00			3.00			\$1,200	
2	2.A	Define Stakeholders: Background research and planning		4.00	4.00			2.00			\$1,400	
2	2.B	Engagement Tools: Additional research and planning as needed (SOW identifies proposed methodology)		3.00	3.00			2.00			\$1,100	
2	2.C	Develop Public Engagement Plan (Based on Tasks 2A and 2B - one draft, one final version)	2.00	12.00	4.00						\$2,860	
Subtotal											\$	6,560.00
3	Implement Public Engagement Plan											
3	3.A	Develop graphic and narrative content for outreach, public notices, social media, online open house and other engagement tools/events.		8.00	2.00	2.00		20.00	10.00		\$4,940	
3	3.A	Design Mailer Post Cards (one draft, one final)		2.00		2.00		12.00			\$1,870	
3	3.A	Conduct on-line open house + live online launch event	2.00	20.00	12.00	2.00			60.00		\$11,920	
3	3.B	Facilitate (1) one internal multi-departmental City staff stakeholder meeting (Includes planning)		3.00	3.00						\$900	
3	3.C	Facilitate (3) three external stakeholder meetings via videoconferencing (Assumes City coordination)		12.00	12.00						\$3,600	
3	3.D	Attend (1) one public in-person open house, if needed. (TBD; Assumes City coordination; includes RT travel time)		9.00	9.00						\$2,700	
Subtotal											\$	25,930.00
4	Prepare Ordinance Update											
4	4.A	Existing document review and Chapter 16.08		8.00	3.00		8.00				\$2,635	
4	4.B	Prepare Tree & Landscape Preservation Ordinance Gap Analysis	2.00	20.00	2.00	2.00	10.00				\$5,370	
4	4.C	Work session with City Staff: Discuss Draft Gap Analysis		3.00							\$465	
4	4.D	Prepare Draft and Final Code Amendments for TMC 16.08 Protection of Trees and Vegetation		5.00	30.00						\$5,125	
4	4.E	Final Code Amendments in the form of an ordinance		2.00	16.00						\$2,630	
4	4.F	Draft amendments to other section of the TMC and City planning documents listed in Task 4.F.		4.00	14.00						\$2,650	
Subtotal											\$	18,875.00
5	Formal amendment approval process											
5	5.A	Conduct up to (10) ten virtual public briefings and work sessions with Tree Board, Planning Commission, City Council, and General Govt Committee. (Includes prep time.)		60.00	30.00		15.00				\$15,450	
5	5.B	Assist with Staff Reports and Presentation Decks		10.00	10.00						\$3,000	
5	5.C	Assist staff in responding to comments		20.00	20.00						\$6,000	
Subtotal											\$	24,450.00
E	Expense											
E		Mileage, Web Services Fee, other costs (see next tab)										
Subtotal											\$	381.76
TOTAL											\$	91,421.76

**Chapter 3.46**  
**CITY CONTRACTS – NONDISCRIMINATION IN BENEFITS**

Sections:

- 3.46.010 Definitions.
- 3.46.020 Nondiscrimination in benefits.
- 3.46.030 Limitations.
- 3.46.040 Powers and duties of the city administrator.
- 3.46.050 Appeals.
- 3.46.060 Effective date.

**3.46.010 Definitions.**

For the purpose of this chapter:

- A. "Contract" means a contract for public works, consulting, or supplies, material, equipment or services estimated to cost \$50,000 or more;
- B. "Contract awarding authority" means the city officer, department, commission, employee, or board authorized to enter into or to administer contracts on behalf of the city;
- C. "Domestic partner" means any person who is registered with his/her employer as a domestic partner or, in the absence of such employer-provided registry, is registered as a domestic partner with a governmental body pursuant to state or local law authorizing such registration. Any internal employer registry of domestic partnership must comply with criteria for domestic partnerships specified by rule by the city administrator;
- D. "Employee benefits" means the provision of bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefits given to employees; provided, that it does not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state law.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.020 Nondiscrimination in benefits.**

A. No contractor on a city contract shall discriminate in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. The contractor shall not be deemed to discriminate in the provision of employee benefits if, despite taking reasonable measures to do so, the contractor is unable to extend a particular employee benefit to domestic partners, so long as the contractor provides the employee with a cash equivalent.

B. Other Options for Compliance Allowed. Provided that a contractor does not discriminate in the provision of benefits between employees with spouses and employees with domestic partners, a contractor may:

1. Elect to provide benefits to individuals in addition to employees' spouses and employees' domestic partners;

2. Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent benefits; or

3. Provide benefits neither to employees' spouses nor to employees' domestic partners.

C. Requirements Inapplicable Under Certain Conditions. The city administrator may waive the requirements of this chapter where:

1. Award of a contract or amendment is necessary to respond to an emergency;

2. The contractor is a sole source;

3. No compliant contractors are capable of providing goods or services that respond to the city's requirements;

4. The contractor is a public entity;

5. The requirements are inconsistent with a grant, subvention or agreement with a public agency;

6. The city is purchasing through a cooperative or joint purchasing agreement.

D. Requests for waivers of the terms of this chapter are to be made to the city administrator by the contract awarding authority. Decisions by the city administrator to issue or deny waivers are final unless appealed pursuant to TMC 3.46.050.

E. The city administrator shall reject an entity's bid or proposal, or terminate a contract, if the city administrator determines that the entity was set up, or is being used, for the purpose of evading the intent of this chapter.

F. No contract awarding authority shall execute a contract with a contractor unless such contractor has agreed that the contractor will not discriminate in the provision of employee benefits as provided for in this chapter.

G. All contracts awarded by the city shall contain provisions prohibiting discrimination in the provision of employee benefits, including provisions containing appropriate remedies for the breach thereof as prescribed by this chapter, except as exempted by this chapter or rule.

(Ord. O2000-028, Added, 02/06/2001)

### **3.46.030 Limitations.**

The requirements of this chapter only shall apply to those portions of a contractor's operations that occur:

A. Within the city;

B. On real property outside of the city if the property is owned by the city or if the city has a right to occupy the property, and if the contractor's presence at that location is connected to a contract with the city; and

C. Elsewhere in the United States where work related to a city contract is being performed. The requirements of this chapter shall not apply to subcontracts or subcontractors of any contract or contractor.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.040 Powers and duties of the city administrator.**

The city administrator shall have the power to:

- A. Adopt rules and regulations in accordance with this chapter establishing standards and procedures for effectively carrying out this chapter;
- B. Determine and impose appropriate sanctions and/or liquidated damages for violation of this chapter by contractors including, but not limited to:
  - 1. Disqualification of the contractor from bidding on or being awarded a city contract for a period of up to five years; and
  - 2. Contractual remedies, including, but not limited to, liquidated damages and termination of the contract;
- C. Examine contractor's benefit programs covered by this chapter;
- D. Impose other appropriate contractual and civil remedies and sanctions for violations of this chapter;
- E. Allow for remedial action after a finding of noncompliance, as specified by rule;
- F. Perform such other duties as may be required by ordinance or which are necessary to implement the purposes of this chapter.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.050 Appeals.**

Any aggrieved party may appeal a decision of the city administrator to the mayor by the submittal of a written request to the city attorney within ten working days of the decision to be appealed. The mayor's decision will be in writing with findings identified upon which the decision was made. Subsequent appeal will be to the Thurston County superior court.

(Ord. O2000-028, Added, 02/06/2001)

**3.46.060 Effective date.**

The provisions of this chapter shall apply to any contract awarded on or after January 2, 2002.

(Ord. O2000-028, Added, 02/06/2001)