



CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA

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

Tuesday, April 15, 2025
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
 - [a.](#) Proclamation: Arbor Day, April 19, 2025
 - [b.](#) Proclamation: Earth Day, April 22, 2025
 - [c.](#) Proclamation: Education and Sharing Day, April 9, 2025
5. **Public Comment:** (for discussion of items not having a public hearing on tonight's agenda)
6. **Consent Calendar:**
 - [a.](#) Approval of Minutes: City Council, April 1, 2025
 - [b.](#) Payment of Vouchers (Finance Department)
 - [c.](#) Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan (EMP) (Public Works Committee)
 - [d.](#) Grant Agreement with the Department of Ecology for the Nutrient Reduction Enhanced Maintenance Plan (Public Works Committee)
 - [e.](#) First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant (General Government Committee)
 - [f.](#) First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan GMA Periodic Update Grant (General Government Committee)
 - [g.](#) Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services (General Government Committee)
7. **Public Hearings:**
 - [a.](#) Resolution R2025-008 and Development Agreement with Tumwater 70th Ave LLC for Conversion of Onsite Septic to Public Sewer Service (Water Resources and Sustainability Department)
8. **Council Considerations:**

- a. Community Survey Briefing (Executive Department)
- b. Resolution No. R2025-009, Mitigation and Maintenance of the Davis Meeker Garry Oak (Executive Department)
- c. Administrative Services Annual Report (Administrative Services Department)

9. Committee Reports

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

10. Mayor/City Administrator's Report

11. Councilmember Reports

12. Any Other Business

13. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 826 2860 5107 and Passcode 057915.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 826 2860 5107 and Passcode 057915.

Public and Written Comment

Attend in person to give public comment or register by 6:45 p.m. the day of the meeting to provide public comment using the web-based meeting platform:

https://us02web.zoom.us/webinar/register/WN_7Wl0FN0FRu6GSqwh92fM5A

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

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

Post Meeting

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

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City's ADA Coordinator directly, call (360) 754-4129 or email ADACoordinator@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384.

Proclamation

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the world; and

WHEREAS, trees reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, provide habitat for wildlife, and are a source of joy and spiritual renewal; and

WHEREAS, trees are a renewable resource providing paper, wood to build our homes, fuel for our fires, and countless other valuable and necessary products; and

WHEREAS, trees increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, since 1995, the City of Tumwater has been recognized by the National Arbor Day Foundation as a Tree City USA; and

WHEREAS, the City has begun implementation of the *Urban Forestry Management Plan*, which guides the growth, protection, and maintenance of the City's community and urban forest and to encourage "the right tree in the right place"; and

WHEREAS, the City of Tumwater will celebrate Arbor Day with a free event on Saturday, April 19, 2025, from 10:00 a.m. to 1:00 p.m. at Tumwater Historical Park. At this event, residents can take home Arbor Day memorabilia, free potted native plants for the first one hundred people, and have the opportunity to ask a professional forester, landscape architect, or horticulturalists about the proper planting of and care for plants.

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

Arbor Day
April 19, 2025

FURTHER, I encourage all people in the City of Tumwater to participate in our Arbor Day and Earth Day celebrations and support efforts to protect our trees and woodlands.

Signed in the City of Tumwater, Washington, and recognized on this 15th day of April in the year, two thousand twenty-five.



Debbie Sullivan
Debbie Sullivan
Mayor

Proclamation

WHEREAS, the first Earth Day occurred 55 years ago on April 22, 1970, and along with Rachel Carson's book *Silent Spring*, published in 1962, is considered by many to be the birth of the modern day environmental movement; and

WHEREAS, Gaylord Nelson, then a U.S. Senator from Wisconsin, is credited with founding Earth Day. Senator Nelson envisioned Earth Day as a "national teach-in on the environment", intending to bring environmental protection to the front of the national political agenda. He selected Denis Hayes, raised in Camas, Washington, to organize the first Earth Day. Denis Hayes is the President and CEO of The Bullitt Foundation which promotes sustainability throughout the Pacific Northwest; and

WHEREAS, an estimated twenty million Americans from thousands of colleges and schools, in hundreds of communities, participated in the first Earth Day by cleaning up streets and streams, joining rallies, and learning about the environment; and

WHEREAS, Historian Jim Brown recalled Tumwater's first celebration of Earth Day and noted local high school students were transported around the City in the back of a dump truck to pick up litter and trash. Today, the Parks and Recreation Department continues this legacy by working with local middle and high school students to plant trees and reduce invasive plants to our environment; and

WHEREAS, Earth Day led to the creation of the Washington State Department of Ecology and the United States Environmental Protection Agency, and the passage of many environmental laws that remain the foundation of environmental protection in Washington State; and

WHEREAS, humankind is currently facing tremendous global challenges affecting every community, including large-scale migration, extreme inequality and poverty, degradation of ecosystems, mass extinction of species and global climate change. Expanding environmental education and climate literacy is vital to enhance awareness about the environment, inform decision-making, and protect future generations.

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

April 22, 2025

Earth Day

in Tumwater, and I call upon the people of Tumwater to reflect on the benefits gained as a result of this unique moment in our history, to look for opportunities in our daily lives to reduce our impact on the environment, and to support the City's efforts to create a more sustainable Tumwater.

Signed in the City of Tumwater, Washington, this 15th day of April, in the year, two thousand twenty-five.



Debbie Sullivan

Debbie Sullivan
Mayor

Proclamation

WHEREAS, the basis for the continuity of any society is education and the education of our youth is a priority in the City of Tumwater; and

WHEREAS, in order to achieve its highest goals, education must not only impart knowledge but also teach students how to live, forming and strengthening their moral character to make a better life for themselves as individuals and for society as a whole; and

WHEREAS, a global spiritual leader and leading advocate for the advancement of education, the Rebbe, Rabbi Menachem M. Schneerson, of righteous memory, stressed that a moral and ethical education empowers every individual to develop their full potential in making the world a better place; and

WHEREAS, such an education can nurture unity of diverse peoples through encouraging increased acts of kindness, imbued with the awareness that even a single positive act of an individual can transform our state and change the world; and

WHEREAS, in 1978, President Jimmy Carter designated Schneerson's birthday as national Education Day. "Education & Sharing Day" is observed each year on the Rebbe's birthday in recognition of his outstanding and lasting contributions toward the improvement of education and acts of charity around the world; a day to pause and reflect on our responsibility to ensure our youth have the foundation necessary to lead lives rich in purpose and fulfillment through service and good works; and

WHEREAS, 2025, will mark 123 years since the Rebbe's birth, capping a year in which thousands of new institutions and initiatives were launched throughout the world in tribute to this celebration.

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

April 9, 2025

Education and Sharing Day

and I call upon the people of the City of Tumwater to work together to create a better, brighter, and more promising future for all.

Signed in the City of Tumwater, Washington, and recognized on this 15th day of April in the year, two thousand twenty-five.



Debbie Sullivan

Debbie Sullivan

Mayor

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

CONVENE: 7:00 p.m.

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

Excused: Councilmember Michael Althausen.

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Assistant City Attorney Kelly Adams, Acting Police Chief Jay Mason, Fire Chief Hurley Brian Hurley, IT Department Director Lance Inman, Community Development Department Director Michael Matlock, Water Resources & Sustainability Department Director Dan Smith, Deputy Director Community Development Department Brad Medrud, Communications Manager Jason Wettstein, Housing and Land Use Planner Smith-Erickson, and Deputy City Clerk Tracie Core.

SPECIAL ITEMS:

**PROCLAMATION:
FAIR HOUSING
MONTH, APRIL
2025:**

Councilmember Von Holtz read a proclamation declaring April 2025 as *Fair Housing Month*. The proclamation calls upon the people of the City of Tumwater as an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of the City of Tumwater.

Mark Kitabayashi, President, Thurston County Realtors Association, thanked the Mayor and Council for the proclamation. April is *Fair Housing Month* nationwide. Housing is an issue facing the nation affecting economics and homelessness. The Association is a proponent for fair housing and for equal opportunity for everyone to have housing. By working together, the City and residents can eradicate unfair housing.

**PROCLAMATION:
CHILD ABUSE
PREVENTION
MONTH, APRIL
2025:**

Councilmember Dahlhoff read a proclamation declaring April 2025 as *Child Abuse Prevention Month*. The proclamation urges all Tumwater residents, communities, state agencies, faith groups, medical facilities, elected leaders, medical providers, educators, and businesses to increase their participation in efforts to support families, thereby preventing child abuse and strengthening the community.

Mayor Sullivan presented the proclamation to Shelly Willis, Director, Family Education & Support Services and Justin DeFour, Executive Director, Community Action Council of Lewis, Mason & Thurston County.

Mr. DeFour thanked the Council for issuing the proclamation. Together, the organizations work to prevent child abuse and support families to help

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eliminate child abuse from communities.

Jill Severn, former Boardmember, Family Education & Support Services, commented on the importance of housing for families as most homeless adults were abused as children.

Ms. Willis expressed appreciation for the Council’s recognition of child abuse prevention as preventing child abuse is not just a responsibility but it is a community commitment. The pinwheel is the national symbol for child abuse prevention. The pinwheels have been shared across the community to raise awareness of steps everyone can take to prevent child abuse. In Thurston County, over 2,479 children were referred to Child Protection Services in 2023. Essentially, thousands of children in community neighborhoods are facing trauma that no child should ever endure. The child abuse rate is 39 victims per 1,000 children, which is higher than the state’s average of 35 victims per 1,000 children. The number represents real children and real families whose lives are changed forever. Child abuse is 100% preventable with prevention beginning with everyone. The organization strives to provide family services before families reach crisis.

Councilmember Dahlhoff announced Monarch Children’s Justice & Advocacy Center’s *Rise and Shine* breakfast fundraiser on April 16, 2025 at 7:30 a.m. at the Marcus Pavilion at Saint Martin’s University in Lacey.

PUBLIC COMMENT: There were no public comments.

**CONSENT
CALENDAR:**

- a. Approval of Minutes: City Council Work Session, January 28, 2025
- b. Approval of Minutes: City Council Work Session, March 11, 2025
- c. Approval of Minutes: City Council, March 18, 2025
- d. Payment of Vouchers
- e. Resolution No. R2025-007 Commute Trip Reduction Plan Update
- f. Contract Approval for a 12-Year Multifamily Tax Exemption for the Yorkshire Apartments (TUM-25-0140)
- g. Schedule 74 Design Agreement with PSE for the Old Highway 99 and 79th Avenue RAB
- h. Construction Contract with Northwest Cascade, Inc. for the Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue project, Request for Additional Construction Funds
- i. Acceptance of Work for the Tenant Improvements for City of Tumwater Office Space at South Puget Sound Community College
- j. Acceptance of Work for the Palermo Security Fencing Replacement Project

MOTION: Councilmember Jefferson moved, seconded by Councilmember Dahlhoff, to approve the Consent Calendar as published. A voice vote approved the motion unanimously.

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Mayor Sullivan reviewed the items approved on the Consent Calendar.

**COUNCIL
CONSIDERATIONS:**

**COMMUNITY
DEVELOPMENT
DEPARTMENT
ANNUAL REPORT:**

Director Matlock briefed the Council on the state of the Community Development Department in 2024.

The department includes long range planning responsible for plans, policies, and regulations for land use and annexations, and development review comprised of planners, building officials, and inspectors responsible for permit review for the City, completion of critical area analysis, wetlands, riparian areas, floodplains, land divisions, and building plumbing and mechanical reviews for both residential and commercial developments.

Accomplishments in 2024 included:

- Completion of an overhaul of the permitting process in response to new state requirements for permit review to streamline permit review and lower the cost of the housing
- Significant progress on the 10-year Comprehensive Plan Update and Development Code update for the City
- Adoption of Thurston County Hazard Mitigation Plan and Floodplain Regulations updates
- Spearheaded regional concerns about the Wildland-Urban Interface Code, a state building code provision to reduce the possible effects of wildfires due to climate change that resulted in many unintended consequences to urban environments requiring the City to pause efforts on tree implementing regulations
- Secured a \$2 million grant to purchase prairie land to support the Habitat Conservation Plan in Tumwater
- Permits issued in 2024 totaled 1,557 permits representing a significant increase from prior years. Of the permits, 87 permits were for single-family dwelling units for an assessed valuation of \$21 million, eight were commercial permits for an assessed valuation of \$21.5 million, and the department processed permits for 540 multifamily units and conducted 8,000 building and planning inspections
- The department received \$700,000 in state and federal grants for brownfields environmental studies for both the brewery and Washington State Department of Transportation (WSDOT) properties
- Received \$620,000 in grants to assist in the 10-Year Comprehensive Plan Update process
- The department processed over 100 permits during a two-week period after implementation of the new energy code

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- Received \$410,000 in state grants for Phase 4 for the Bush Prairie Habitat Conservation Plan

The department is fully staffed with the recent hiring of a vacant planner position.

The goals for the next biennium include:

- Begin implementing the new software permitting process system
- Continue to support the Regional Housing Council
- Complete the 10-Year Comprehensive Plan Update
- Prepare and adopt a Food Security Plan
- Prepare and adopt amendments to the Tree and Vegetation Protection regulations
- Prepare a draft of the Bush Prairie Habitat Conservation Plan and beginning environmental review of the plan

Director Matlock acknowledged the quantity and quality of work completed by department personnel.

Director Matlock responded to questions about the update of the Development Code and explained how staff tracks issues that are encountered by the development community as codes are implemented. Most of the adjustments to the code are enacted through housekeeping amendments that are reviewed by both the Planning Commission and the Council of codes that create some difficulty or are not as effective as intended.

Councilmember Swarthout conveyed her appreciation to Director Matlock for his leadership and support to the City and the community.

The Council acknowledged Director Matlock's upcoming retirement after serving the City and community for 35 years.

**WATER
RESOURCES &
SUSTAINABILITY
UPDATE:**

Director Smith reported the Water Resources & Sustainability Department is responsible for five funds, is served by 36 employees, and has a budget of approximately \$30 million for administration costs and some projects. One of the primary tenants is to be a leader in environmental sustainability in every aspect of services by providing quality drinking water, managing stormwater, and complying with state and federal regulations spanning public health, environmental health, wildlife and fish, and endangered species. The department prepares development standards in conjunction with the Community Development Department to ensure the development community meets stormwater regulations for new development. The department manages wastewater and delivers wastewater to the LOTT Clean Water Alliance Olympia downtown plant. Crews manage miles of pipe and

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pumps to ensure wastewater is conveyed without spillage to creeks, roadways, or into homes. Over the last 10 years, the City has utilized reclaimed water produced by LOTT to irrigate the City's golf course to preserve drinking water. Each utility offers some level of outreach to the community to ensure the community is aware of the services provided regularly and to ensure homeowners and business owners are aware of ways to protect drinking and surface waters, as well as conserve water for future generations. The Sustainability Division meets the needs of the present without comprising the ability of future generations to meet their needs.

The operational budget for the Water Utility is \$6.5 million with 15.53 FTEs. The utility produced over a billion gallons of water in 2024 or an average of 2.8 million gallons a day or 5.7 million gallons on one peak July day in 2024. Each day, staff completes sampling of water to monitor water quality for both compliance and submitted to the Department of Ecology and U.S. Environmental Protection Agency. Staff also samples for potential contaminants that might affect groundwater and the City's wells. The water utility is supported by 187 miles of pipe maintained, monitored, and managed daily by staff. Water loss is approximately 9.43% with a goal of less than 5%. Aging infrastructure challenges have contributed to water loss. The utility is experiencing growth of 1.9% annually.

2024 Highlights included:

- Hundreds of water quality samples
- Average delivery of 2.8 million gallons of water daily with 5.7 million gallons of water delivery in July during peak season
- Completed installation of Advanced Metering Infrastructure (AMI) Citywide
- Increased security of all facilities
- Secured additional water rights to accommodate growth
- Completed Corrosion Control Optimization & Lead Service Line Study

2025-2026 Goals include:

- Water Conservation Program Overhaul to achieve 20% in water savings
- Implementing production of Brewery Wellfield (\$10 million)
- SE Reservoir & 93rd Avenue Main (\$25 million)
- Well 15 Improvements

Director Smith responded to questions about serving new customers. The department evaluates the new use and determines whether water is available to meet the need, whether water is available to the development at the time of need, and whether the use is legal. The Water Utility plans for water resources over a 30-year planning horizon based on zoning and buildout potential by zoning. Planning accounts for one large water user, such as a

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million gallon a day user and how it affects the long-range forecast to ensure available water sources to serve future needs.

The Storm and Surface Water Utility preserves surface water quality, treats and infiltrates stormwater runoff, abates flooding in the built environment, and protects instream and riparian habitats. The Utility's annual operational budget is \$3.07 million and is staffed with 12.25 FTEs managing 93 miles of pipe, 81 facilities, and 4,000 inlets with up to 1,000 maintained, and over 200 inspections of construction sites and sites storing hazardous materials.

2024 Highlights include:

- Full Compliance with the City's NPDES Municipal Permit
- Ambient Water Quality Program Kick-off
- Production of "One Water" E-Newsletter
- Completion of Corrosion Control Optimization & Lead Service Line Study

2025-2026 Goals and Projects include:

- Ditch Maintenance Program
- Percival Creek Culverts - Sapp Road and Somerset Hill
- Beehive Industrial
- Pioneer Park
- Enhanced Maintenance Plan (street sweeping)
- Internships and Education

The Wastewater Utility is responsible for pumping and conveyance of wastewater through 125 miles of pipe and 27 lift stations to protect public and environmental health. The Utility's annual operating budget is \$9.32 million with \$7.8 million conveyed to LOTT Clean Water Alliance. The utility is staffed with 7.60 FTEs.

2024 Highlights include:

- Implemented financial incentives to protect groundwater and high density septic systems
- Created incentives to support new low and moderate housing projects
- Installed new "SmartLid" systems to reduce overflows in sensitive and remote areas

2025-2026 Goals include:

- Update Comprehensive Management Plan
- Completed Velkommen MHP Conversion Demo Project
- Update Sanitary Sewer Code to support conversion of failing systems
- Neighborhood Education on Flushables to Prevent Sewer Backups
- Complete EV Camera Van Deployment

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Councilmember Dahlhoff mentioned LOTT's consideration of more epidemiology studies to assist in tailoring services. She asked about the potential of Tumwater willing to participate in sampling. Director Smith advised of the need in terms of sensitivity of data sampling but that the department would be willing to collaborate with LOTT on sampling.

Director Smith reviewed Sustainability Division goals and highlights. The Thurston County Mitigation Plan (TCMP) included implementation actions of major plans adopted by the City through the Urban Forestry Management Plan. Sustainability staff supports the Tree Board and works with the Green Team. Sustainability's annual operational budget is \$80,000 with additional funding support from all utilities. Sustainability is staffed by 0.20 FTEs. The primary focus is reducing the organization's impact on climate change as identified in the TCMP.

2024 Highlights include:

- Secured \$1.5 million grant funding for EV Charging Stations at City, Hall, Tumwater Library Lighting Replacement, and an Urban Forestry Program
- Community Development Department assisted in securing a SolSmart Silver Designation (streamlining permitting process) for Installation of Solar Facilities
- In 2023, the City of Tumwater received the Green Business Award for Government

Discussion ensued on green purchasing for various products and services used by the City such as janitorial supplies, landscaping products, pest management, transportation services, office supplies, or carbon neutral furniture, etc. Councilmember Dahlhoff advocated for using evidence-based methods to facilitate the measurement of purchasing outcomes and goals established by the City.

2025-2026 Goals include:

- TCMP & Urban Forestry Management Plan Implementation
- Support the City's required compliance for Clean Building Performance Standard
- Building on Green Team's successes

Barnes Lake is a private taxing district created to support citizen initiatives to improve the environmental health of Barnes Lake. Two staff members work with homeowners of 16 homes to monitor Barnes Lake and assess the effectiveness of lake projects to improve the health of Barnes Lake. The taxing district was initiated and is funded by the homeowners. The City manages the program. Last year reflected a transition year with the passing of long-term Chair Gary Bodeutsch. Mr. Bodeutsch was awarded the

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National Lakes Management Society Volunteer Achievement Award for his work for Barnes Lake. Long-term lake contractor Doug Dorling also passed away last year. Last year also included some staff changes and the addition of a new lake vendor. This year, efforts will focus on completing the Integrated Aquatic Vegetation Management Plan (IAVMP) to establish the treatment program for the lake, and improve boat access for lake treatments.

Other 2024 accomplishments included:

- Workforce development through succession planning and recruitment to ensure reliability and redundancy to manage programs and projects. During the biennium, the department is scheduled to add 11 new FTEs to support Water, Sewer, and Stormwater Utilities.
- Director Smith is scheduled to participate as a panel moderator at the Center for Watershed Protection (CWP) Conference on workforce development.
- Administration offices moved and opened at South Puget Sound Community College through a five-year lease term. The new facilities include a Watershed Conference room, space for other departments, and accessibility to students at the college for internships, education programs, and Stream Team participation. The new facility is located adjacent to department missions and monitoring programs, such as Percival Creek.

Councilmember Cathey requested a briefing during a future work session on the issue of industrial uses of City potable water as many members in the community are not happy with some industrial users of water and how the City transacts those types of decisions. Director Smith advised that he would work with staff to develop a briefing. The Water Utility focuses on future planning for water availability to meet the needs of growth and the necessary projects to increase availability of water supply through water conservation, or exploring other alternatives for securing potable water for the community. Conversely, the use of water is not a decision involving the utility as the provision of service is bound by a three-part test of whether the use is legal, whether water is available, and whether water is available at the time the user needs it.

Councilmember Jefferson questioned whether the Council is able to limit the size of a business and its use of water. City Attorney Kirkpatrick advised that the City's has land use authority. The City Council has the authority to review and change zoning and development regulations. However, in terms of a particular lease agreement, the Port of Olympia leased with the industrial user rather than the City. The City does not have any authority with respect to that lease agreement.

Councilmember Jefferson supported scheduling a conversation as to the size of industrial uses in the City. City Administrator Parks affirmed the

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possibility of scheduling a conversation while noting that the Tumwater Comprehensive Plan serves as the overarching venue for any conversations as the City is required by the Growth Management Act to provide all manner of land uses and development projected for the community based on the population allocated to the City. The City is required to provide for all types of land uses within the urban growth area. One example discussed during a recent management team meeting is a proposed five-acre development of 50 single-family housing units or 10 units per acre. The challenge is creating housing the City is obligated to provide while also encountering issues of preserving many trees on the five-acre parcel. The process is a continuous balancing act in terms of understanding the provision of providing for new growth as forecasted and maintaining all the amenities that help make Tumwater a great community.

Councilmember Cathey commented on the frustration of the Council unable to direct decisions with respect to development occurring in the City. Her request is for the Council to become more closely involved throughout the process of development.

City Administrator Parks pointed out that the Council has control of land use through the development of the Comprehensive Plan and development regulations that implement the goals and policies of the Comprehensive Plan. Individual development permits are required to comply with the policies adopted by the City Council and the rules established by the Council. The City cannot “pick and choose” which development proposal can proceed or not proceed. Fundamentally, the City Council, serving as the legislative body, adopts the Comprehensive Plan and Development Regulations that establishes all policies for growth and development in the City. Development proposals that have been submitted that meet all the rules and policies adopted for governing the development of land in the City cannot be denied.

Councilmember Cathey acknowledged the role of the Council and suggested continuing the conversation during the Council’s retreat.

Councilmember Dahlhoff agreed and indicated she prefers not learning of a proposed development through an article published in *The Olympian*. Previously, staff included information on development activity in the employee newsletter, which was helpful for the Council.

City Administrator Parks advised that several retreats are proposed as part of the Council’s strategic planning process. The goal is to ensure that the focus areas supporting the Council priorities are effective and are tied and guided by the Comprehensive Plan. The General Government Committee receives regular briefings on the update of the Comprehensive Plan and serves as the venue to discuss concerns in terms of the types of land use desired or

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necessary. The Council has the option to address those concerns about projected land uses during upcoming General Government Committee meetings, as well as scheduling a work session to discuss the functioning and balancing necessary in land use planning.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**
Peter Agabi

There was no report.

**GENERAL
GOVERNMENT:**
Michael Althaus

There was no report.

PUBLIC WORKS:
Eileen Swarthout

The Consent Calendar included some items reviewed by the committee at its March 20, 2025 meeting. The April 3, 2025 meeting includes consideration of a Grant Agreement with the Department of Ecology for the Nutrient Reduction Enhanced Maintenance Plan, a Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan (EMP), and the Ansten Sewer Project – Authority to Solicit Bids, and Resolution R2025-008 and Development Agreement with Tumwater 70th Avenue LLC for Conversion of Onsite Septic to Public Sewer Service.

**BUDGET AND
FINANCE:**
Debbie Sullivan

The committee received a year-to-date budget update. The Council will receive updates each quarter. The committee is reviewing the 10-year financial plan update. The next meeting is scheduled on April 25, 2025.

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

The Transportation Open House is hosted until Tuesday, April 2, 2025. Access is available on the City’s website under the Development Community Department and information on the 2025 Comprehensive Plan Update for virtual access to the online open house.

The vote on the Transportation Benefit District ballot measure is scheduled on April 22, 2025. Informational postcards have been mailed about the ballot measure.

The community will experience delays on Linwood Avenue from Susitna Lane SW and 2nd Avenue SW through April 5, 2025 between 7 a.m. and 8 p.m. because of road paving.

The Tumwater Police Department is collaborating with Tumwater HOPES for a community prescription drop-off event on April 26, 2025 at City Hall from 10 a.m. to noon.

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A joint City Council meeting with the Port of Olympia Commission is scheduled on Tuesday, April 29, 2025 at 5:30 p.m. at a location in Tumwater to be determined.

Mayor Sullivan attended the Thurston Economic Development Council (EDC) Board meeting and was introduced to Joe Nguyễn, the new Director of the Washington Department of Commerce. Members discussed legislative issues and funding issues.

The Alliance Northwest Conference was held in Tacoma. Over 1,000 individuals attended the conference. The organization assists businesses. The conference featured 31 speakers, 150 exhibitors, and 18 breakout sessions representing 296 federal, 213 state, and another 105 participants.

The EDC Investor event is scheduled on April 10, 2025. The Center for Business and Innovation Report was shared during the meeting.

Mayor Sullivan reported on April 19, 2025, the City will celebrate Arbor Day at 10 a.m. at Historical Park featuring an Earth Day volunteer work party, plantings, and tree and shrubs giveaways. At 11 a.m. the City’s 28th annual Easter Egg Dash will be held at Tumwater High School near the football field.

**COUNCILMEMBER
REPORTS:**

Joan Cathey: There was no report.

Peter Agabi: There was no report.

Eileen Swarthout: There was no report.

Leatta Dahlhoff: Future meetings include Thurston County Opioid Abatement Council on April 7, 2025 and LOTT Clean Water Alliance Board of Directors on April 8, 2025.

Angela Jefferson: At the last meeting of the Emergency Medical Services Council, members discussed EMT training, Advanced Life Support Academy, and a partnership with Madigan Hospital. Classes continue with 28 students remaining in the EMT Program. Madigan Army Community Hospital at Joint Base Lewis-McChord is a partner in Point of Care ultrasound components with Emergency Medicine Fellowship for gaining EMS experience. Last year, when she spoke during Black History Month, Councilmember Jefferson met with the Command Sergeant Major at the hospital. They discussed ways to collaborate, such as helping Army medics prepare for civilian employment. Progress has occurred since then. Also discussed was improving opioid

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
APRIL 1, 2025 Page 12**

overdose response using new emergency medicines and public health messaging. Last year, the region responded to 505 overdoses that were located mostly in urban areas. Approximately 75% of opioid overdose patients are males and 25% are females.

Tumwater HOPES is collaborating with Family Education & Support Services to provide “Guiding Good Choices” at the Boys and Girls Club from April 7, 2025 to May 5, 2025 from 5:30 to 7:00 p.m. Members discussed organizing a QPR Institute suicide prevention program. QPR is Question, Persuade, and Refer, a suicide prevention program designed to teach individuals how to recognize the warning signs of a person in crisis and how to respond effectively. Training is scheduled on April 10, 2025. Training on “Hidden in Plain Site” is scheduled on May 14, 2025 at the Tumwater Headquarters Fire Station on drug awareness for parents to learn how to locate their children’s hidden drugs.

Kelly Von Holtz: The Intercity Transit Authority is scheduled to meet on Wednesday, April 2, 2025.

ADJOURNMENT: **With there being no further business, Mayor Sullivan adjourned the meeting at 8:51 p.m.**

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

TO: City Council
 FROM: Shelly Carter, Deputy Finance Director
 DATE: April 15, 2025
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff are seeking City Council ratification of:

- March 28, 2025, payment of Eden vouchers 174509 to 174517 in the amount of \$1,308.15; payment of Enterprise vouchers 186252 to 186305 in the amount of \$531,644.52 and electronic payments 905438 to 905468 in the amount of \$241,560.68 and wire payments in the amount of \$322,442.09
- April 04, 2025, payment of Eden vouchers 174518 to 174519 in the amount of \$394.38; payment of Enterprise vouchers 186306 to 186370 in the amount of \$388,366.83 and electronic payments 905469 to 905487 in the amount of \$74,574.08

2) Background:

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

Vendor		
IRS	265,086.63	3.25.25 payroll taxes
WA ST DEPT OF REVENUE	55,995.22	FEB Excise tax return
BUD CLARY CHEVROLET, INC	54,097.29	2025 Ford Police SUV/AWD replacing 6070399
CITY OF OLYMPIA	25,167.22	Vehicle maintenance Feb 2025
EXP U.S. SERVICES INC	22,528.93	2025 comp plan update climate element dev 2/1-2/28/25
HOUSING AUTHORITY OF THURSTON COUNTY	84,836.25	Remediation of Tumwater Inn final payment
NISQUALLY INDIAN TRIBE	28,985.92	Inmate incarceration fees, FEB 2025
TUMWATER SCHOOL DISTRICT #33	111,435.00	Jan/Feb 2025 Tumwater School impact fees
ASSOCIATION OF WA CITIES	22,869.00	2025 AWC City membership
BARKER RINKER SEACAT ARCHITECTURE	20,632.37	Community Center study services thru 1/31/2025
BUD CLARY CHEVROLET, INC	61,945.45	2024 Ford Police SUV replacing 6070304
FASTSIGNS LACEY	21,616.85	Sign – Front of City Hall
RH2 ENGINEERING, INC	30,452.95	SE Reservoir services thru 2/23/2025
CENTRALSQUARE TECH, LLC	39,133.37	Annual maintenance fee - Lucity

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

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

EXHIBIT "A"

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

Enterprise ERP

Voucher/Check Nos 186252 through 186305 in the amount of \$531,644.52

Electronic payment Nos 905438 through 905468 in the amount of \$241,560.68

Wire payments in the amount of \$322,442.09

Eden

Voucher/Check Nos 174509 through 174517 in the amount of \$1,308.15



Deputy Finance Director, on behalf of the Finance Director

Checks dated 03/28/2025

EXHIBIT "B"

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

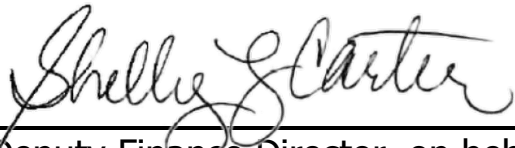
Enterprise ERP

Voucher/Check Nos 186306 through 186370 in the amount of \$388,366.83

Electronic payment Nos 905469 through 905487 in the amount of \$74,574.08

Eden

Voucher/Check Nos 174518 through 174519 in the amount of \$394.38



Deputy Finance Director, on behalf of the Finance Director

Checks dated 04/04/2025

TO: City Council
 FROM: Dave Kangiser, Water Resources Specialist
 DATE: April 15, 2025
 SUBJECT: Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan (EMP)

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with Herrera for the Nutrient Reduction Enhanced Maintenance Plan. This agreement was recommended for approval via City Council consent calendar by the Public Works Committee at their April 3, 2025 meeting.

2) Background:

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

3) Policy Support:

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

4) Alternatives:

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

5) Fiscal Notes:

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

6) Attachments:

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

**CITY OF TUMWATER
SERVICE PROVIDER AGREEMENT**

NUTRIENT REDUCTION ENHANCED MAINTENANCE PLAN

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

WITNESSETH:

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

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

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

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

1. SCOPE OF SERVICES.

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

2. TERM.

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

3. TERMINATION.

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

4. COMPENSATION AND METHOD OF PAYMENT.

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

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

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

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

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

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

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

5. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

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

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

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

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

6. SERVICE PROVIDER EMPLOYEES/AGENTS.

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

7. HOLD HARMLESS INDEMNIFICATION.

A. SERVICE PROVIDER Indemnification. The SERVICE PROVIDER agrees to indemnify, defend and hold the CITY, its elected officials, officers, employees, agents, and volunteers harmless from any and all claims, demands, losses, actions and liabilities (including costs and all attorney fees) to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or representatives, arising from, resulting from, or connected with this Agreement to the extent caused by the negligent acts, errors or omissions of the SERVICE PROVIDER, its partners, shareholders, agents, employees, or by the SERVICE PROVIDER'S breach of this Agreement. The SERVICE PROVIDER expressly waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The SERVICE PROVIDER'S

indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefit acts or programs. This waiver has been mutually negotiated by the parties.

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

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

8. INSURANCE.

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

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

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

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

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

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

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

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

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

9. TREATMENT OF ASSETS.

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

10. COMPLIANCE WITH LAWS.

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

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

11. ASSIGNMENT/SUBCONTRACTING.

A. The SERVICE PROVIDER shall not assign its performance under this Agreement or any portion of this Agreement without the written consent

of the CITY, and it is further agreed that said consent must be sought in writing by the SERVICE PROVIDER not less than thirty (30) days prior to the date of any proposed assignment. The CITY reserves the right to reject without cause any such assignment.

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

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

12. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

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

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

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

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

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

13. NON-APPROPRIATION OF FUNDS.

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

14. CHANGES.

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

15. MAINTENANCE AND INSPECTION OF RECORDS.

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

this Agreement.

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

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

16. POLITICAL ACTIVITY PROHIBITED.

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

17. PROHIBITED INTEREST.

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

18. NOTICE.

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

19. ATTORNEYS FEES AND COSTS.

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

20. JURISDICTION AND VENUE.

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

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

21. SEVERABILITY.

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

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

22. ENTIRE AGREEMENT.

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

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

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

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

Debbie Sullivan
Mayor

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

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney
STATE OF WASHINGTON

COUNTY OF THURSTON

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

Dated:_____

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

CITY OF TUMWATER NUTRIENT REDUCTION ENHANCED MAINTENANCE PLAN

On January 24, 2025, the City of Tumwater (City) authorized Herrera Environmental Consultants (Herrera) to prepare a scope of work and cost estimate to develop an Enhanced Maintenance Plan (EMP) focused on nutrient reduction in accordance with the grant agreement between the City and the Washington State Department of Ecology (Ecology). The grant was received to help inform the City's future operational approach to stormwater management with the overall goal of improving water quality by removing sediment and pollutants from roadway runoff. The project also includes support with mapping and street sweeping requirements in the National Pollutant Discharge Elimination System Phase II municipal stormwater permit (NPDES Phase II Permit). This scope of work includes a discussion of the activities, assumptions, deliverables, and a schedule associated with the following tasks for this project:

- Task 1 – Project Management
- Task 2 – Data Collection, Literature Review, and Needs Assessment
- Task 3 – Spatial Analysis
- Task 4 – Enhanced Maintenance Plan

Task 1 – Project Management

Herrera will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City project manager (Dave Kangiser). Herrera's project manager (Rebecca Dugopolski) and contract manager will have phone and e-mail contact with the City project manager and other City representatives on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes regular check-in meetings between the Herrera and City project manager. The regular meetings will be the primary forum for discussing schedule and budget status, additional information needs, and to identify and address any emerging or ongoing concerns. These regular meetings are in addition to task-specific meetings outlined in other tasks.

Herrera's project manager will be responsible for ongoing administration of the project, including preparing invoices and progress reports, as well as coordination of work efforts with the City.

Assumptions

- The project kickoff meeting will be virtual (conducted using Microsoft Teams).

SCOPE OF WORK

- Project management check-in meetings will be scheduled on a bi-weekly basis. Meetings will be virtual (conducted using Microsoft Teams or a conference call) and will last up to 30 minutes.
- Herrera will set up a shared electronic folder (SharePoint site) for sharing electronic files and deliverables.

Deliverables

- Draft and revised (as needed) project schedule (PDF)
- Monthly progress reports and invoices (PDF)
- Link and access to a shared electronic folder (SharePoint)

Task 2 – Data Collection, Literature Review, and Needs Assessment

Subtask 2.1 – Existing Data Collection

Herrera will coordinate with the City's project manager and other City staff to gather and evaluate applicable data, reports, GIS mapping, and financial information. Herrera will compile a list of requested materials and will coordinate with the City to obtain this information. Following the data review, a list of additional requests will be prepared, and potential gaps will be identified. All of this information, along with the NPDES Phase II Permit and the "Budd Inlet Dissolved Oxygen Total Maximum Daily Load (TMDL) Water Quality Improvement Report and Implementation Plan," will be used to develop a foundation for the subsequent tasks.

Subtask 2.2 – Literature Review

Herrera will compile and review local, regional, and national literature focusing on potential sources of nitrogen (in the forms of total nitrogen (TN) and dissolved inorganic nitrogen (DIN)) and carbon (in the forms of total organic carbon (TOC) and biological oxygen demand (BOD₅)) that contribute to dissolved oxygen impairments. This task will also involve reviewing stormwater best management practice (BMP) effectiveness and City operations and maintenance (O&M) documents, focusing on activities that are related to the management of these nutrients. The findings from the literature review will be used to develop the nutrient loading analysis in Task 3. A brief summary of relevant findings and data will be shared with the City for review during this subtask, but formal summary documentation will be integrated into the Subtask 3.1 technical memorandum.

Subtask 2.3 – Define Stormwater Maintenance and Outreach Program Needs

A kickoff workshop will be held with City staff familiar with stormwater maintenance, outreach, and the Budd Inlet TMDL. This workshop will help establish a mutual understanding of the City's stormwater maintenance and outreach program needs and will cover topics such as catch basin and conveyance

SCOPE OF WORK

maintenance, street sweeping, illicit discharge detection and elimination (IDDE), proper disposal of pet waste, and other relevant topics. Herrera will develop a questionnaire for City staff to complete before the workshop to guide the discussion.

Subtask 2.4 – Data Gaps and Needs Assessment

Following the workshop, Herrera will develop a detailed set of matrices that address the Budd Inlet TMDL requirements and portions of the City's stormwater maintenance and outreach program that go above and beyond the Budd Inlet TMDL requirements. These recommendations may include additional street sweeping or education and outreach campaigns outside of the Budd Inlet watershed. There will most likely be multiple iterations of these recommendations as Herrera works with the City to develop an optimal set of recommendations for the City's stormwater maintenance and outreach program to incorporate into the EMP (Task 4).

Assumptions

- The City will provide the requested information or will direct Herrera to readily available electronic data sources as appropriate.
- Up to 2 Herrera team members will participate in a virtual workshop with City staff. One workshop is assumed, lasting 2-3 hours long.
- The City will identify and invite O&M staff from Public Works, Parks and Recreation, and Tumwater Valley Golf Course as appropriate to participate in the virtual workshop.
- The City will review and provide consolidated feedback to a workshop questionnaire provided by Herrera.
- Up to 2 virtual follow-up meetings will be scheduled with specific City and Herrera staff to discuss different aspects of the stormwater maintenance program (that will be evaluated for this subtask) in more detail.
- Herrera will develop draft workshop/meeting notes, summarizing the discussion during the workshop and subsequent follow-up meetings.
- This task does not include assistance with code amendments, policy updates, or design standard updates necessary to implement new programs (if applicable) or to meet new Phase II permit requirements.

Deliverables

- E-mail communication identifying data gaps and requesting additional data (if needed) for Subtask 2.1
- E-mail communication briefly summarizing literature review findings for Subtask 2.2
- Draft and final workshop agenda for Subtask 2.3 (Word)

SCOPE OF WORK

- Draft and final questionnaire for City staff for Subtask 2.3 (Word)
- Draft and final workshop/meeting notes for Subtask 2.3 (Word)
- Draft and final current activities matrices for Subtask 2.4 (Word and PDF)

Task 3 – Spatial Analysis

Subtask 3.1 – Nutrient Loading Analysis of Receiving Waters within the Budd Inlet Watershed

Herrera will perform a spatial analysis to identify and prioritize areas with high nutrient loading from the municipal separate storm sewer system (MS4). This analysis will leverage the data compiled under Subtask 2.1 (e.g., land use data, existing municipal and private-owned/operated BMPs that provide nutrient management, monitoring data [e.g., S8.D Municipal Stormwater Phase I Permit outfall data, Thurston County Water Quality Program data]) to develop a “wash off” model for predicting nutrient loadings from various land uses throughout the City.

As a first step in this analysis, Herrera will determine the portion of the Budd Inlet watershed that is located within the city limits. We will then group GIS land use data into broad categories and use unit-area loading rates extrapolated from the S8.D outfall data and other local data sources to estimate the watershed-total load for the City’s portion of the Budd Inlet watershed. This load estimate will be calculated by multiplying unit-area loading rates for each parameter and land use, by the area represented by that land use in each watershed (i.e., high density residential, low density residential, commercial, industrial, and roadways).

Herrera will coordinate with the City to determine the most appropriate scale to aggregate the calculated loads to (i.e., subwatershed, reach, other) and the highest load estimates within those areas will be used to determine high priority areas for siting stormwater retrofits.

Based on the findings from Subtask 2.2 and the highest load estimates described above, Herrera will highlight potential locations that could be considered for stormwater retrofits under other City and regional planning efforts and for targeting non-structural program recommendations in Subtask 2.3 to meet requirements of the Budd Inlet TMDL. Herrera will summarize the work completed in this subtask in a technical memorandum that documents the literature review from Subtask 2.2 and procedures used for the nutrient loading analysis to identify high priority areas for stormwater program investments.

Subtask 3.2 – Regulatory Mapping Requirements

To support the City with mapping requirements related to the NPDES Phase II Permit, Herrera will expand upon the outfall data previously collected as part of the Trosper Lake Stormwater Management Action Plan (SMAP) and additional data compiled as part of Task 2 to develop an initial list of known outfalls and discharge points. Herrera will conduct a desktop review of outfalls and discharge points with a 24-inch

SCOPE OF WORK

nominal diameter or larger (or an equivalent cross-sectional area for non-piped systems), including tributary conveyance types, materials, and sizes.

Based on this desktop review, Herrera will document the outfalls and discharge points that need additional data or data verification. Once the data is verified by the City, Herrera will develop drainage areas for each outfall and discharge point and assign respective land use designations based on the Land Use element of the City's Comprehensive Plan. Herrera will summarize the work completed in this subtask in a technical report that documents the procedures used to collect and update the data, as well as the methodology to map and assess the acreage of the associated drainage areas. At the end of this subtask, Herrera will transfer a geodatabase of the known outfalls, discharge points, and delineated drainage areas to the City.

Assumptions

- The City will provide the requested information or will direct Herrera to readily available electronic data sources as appropriate.
- Two virtual working meetings will be scheduled with the City (up to 1 hour each) to present initial findings and to address any questions.
- Meeting notes will not be prepared for the working meetings, but a list of action items will be developed (if needed) following each meeting.
- Potential stormwater retrofit locations will be highlighted as part of Subtask 3.1, but feasibility of specific stormwater retrofits (e.g., vaults, bioretention, etc.) will not be evaluated as part of this subtask.
- No field work to verify potential stormwater retrofit locations, outfall locations, or outfall attributes is scoped under this task.

Deliverables

- Draft web map of high priority areas for Subtask 3.1
- Draft technical memorandum for Subtask 3.1 (Word)
- Final technical memorandum for Subtask 3.1 (Word and PDF)
- Draft web map of known outfalls, discharge points, and delineated drainage areas for Subtask 3.2
- Draft technical report for Subtask 3.2 (Word)
- Final technical report for Subtask 3.2 (Word and PDF)
- Geodatabase files of known outfalls, discharge points, and delineated drainage areas for Subtask 3.2

SCOPE OF WORK

Task 4 – Enhanced Maintenance Plan

Utilizing the information gathered and recommendations made in Task 2, Herrera will work with the City to develop an EMP that addresses the following topics:

- Introduction/overview
- EMP objectives and priorities
- Existing maintenance program
- Proposed enhanced maintenance program
- Recommendations

Introduction/Overview

Herrera will review the City's receiving water assessment, receiving water prioritization, and SMAPs to develop a summary of waterbodies that receive water from the City's MS4. This summary will include an estimate of the pollutant loading contributed by the City's MS4 and water quality improvement goals for each waterbody.

EMP Objectives and Priorities

Herrera will coordinate with the City to develop and document objectives and priorities for the EMP.

Existing Maintenance Program

Herrera will develop a description of the City's existing maintenance program based on the current activities matrices prepared for Subtask 2.4. The description of the existing maintenance program is anticipated to include the following components per the City's grant agreement with Ecology:

- Description of existing maintenance program
- Description of how existing maintenance resources are prioritized
- Estimate of the total cost to implement the existing maintenance program (including labor, training, disposal, equipment maintenance, and replacement costs)
- Method used to evaluate and assess the existing maintenance program related to the goals and priorities
- Location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods
- Identification of equipment needed to implement the existing maintenance program
- Estimate of the water quality benefits that the current maintenance program provides (focusing on TN, DIN, TOC, and BOD₅ in the Budd Inlet watershed).

SCOPE OF WORK

Proposed Enhanced Maintenance Program

Herrera will develop a description of the City's proposed enhanced maintenance program based on recommendations from Task 2. The description of the proposed maintenance program is anticipated to include the following components per the City's grant agreement with Ecology:

- Description of proposed enhanced maintenance program
- Description of alternatives (i.e., non-structural program recommendations) being considered
- Criteria used to evaluate alternatives including cost and water quality benefit (focusing on TN, DIN, TOC, and BOD5 in the Budd Inlet watershed)
- Estimate of the total cost to implement the proposed enhanced maintenance program (including labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements)
- Evaluation of equipment purchasing approach (purchasing, renting, or leasing)
- Location and frequency of enhanced maintenance efforts, data collection and analysis methods
- Identification of equipment and staffing needed to implement the enhanced maintenance program
- Frequency of program assessment including adaptive management

Recommendations

The recommendations section of the EMP will be developed based on recommendations from Task 2. The recommendations are anticipated to include the following:

- Implementation schedule (short-term and long-term)
- Description of available funding
- Proposed evaluation and performance measures

Assumptions

- Two virtual working meetings will be scheduled with the City (up to 1 hour each) to develop the draft and revised draft EMP objectives and priorities.
- Meeting notes will not be prepared for the working meetings, but a list of action items will be developed (if needed) following each meeting.
- The draft EMP will be reviewed by the City. The revised draft EMP will be reviewed by Ecology (per the City's grant agreement with Ecology).
- The City will be responsible for posting the revised draft and final EMP to EAGL for Ecology's review.
- Ecology will provide an acceptance letter once their review of the EMP has been completed.

SCOPE OF WORK

- This task includes a total of 6 conference calls (up to 1 hour each) for project coordination.

Deliverables

- Annotated EMP outline (Microsoft Word)
- Draft and revised draft objectives and priorities (Word)
- Draft (Internal Review Draft), revised draft (Ecology Review Draft), and final EMP (Microsoft Word and PDF)
- Responses to Ecology's comments on the revised draft EMP (Microsoft Excel or Microsoft Word)

SCOPE OF WORK

Project Schedule

Task/Subtask	Deliverable/Meeting	Timeline ^a
Task 1 – Project Management		
	Project kickoff meeting	Apr. 2025 (TBD)
	Bi-weekly project management check-in meetings	Apr. 2025 – Jun. 2026
	Draft project schedule	Apr. 30, 2025
	Revised project schedule	May 14, 2025
	Monthly invoices and progress reports	Apr. 2025 – Jun. 2026
Task 2 – Data Collection, Literature Review, and Needs Assessment		
Subtask 2.1 – Existing Data Collection	E-mail communication identifying data gaps and requesting additional data	May 30, 2025
Subtask 2.2 – Literature Review	E-mail communication briefly summarizing literature review findings	May 30, 2025
Subtask 2.3 – Define Stormwater Maintenance and Outreach Program Needs	Draft workshop agenda and questionnaire	May 2, 2025
	Final workshop agenda and questionnaire	May 9, 2025
	Workshop	May 2025 (TBD)
	Draft workshop notes	1 week after workshop
	Final workshop notes	2 weeks after workshop
	Follow-up meeting #1	June 2025 (TBD)
	Follow-up meeting #1 notes	1 week after meeting
	Follow-up meeting #2	July 2025 (TBD)
Subtask 2.4 – Data Gaps and Needs Assessment	Draft current activities matrices	July 25, 2025
	Final current activities matrices	Sept. 30, 2025
Task 3 – Spatial Analysis		
Subtask 3.1 – Nutrient Loading Analysis of Receiving Waters within the Budd Inlet Watershed	Draft web map of high priority areas and potential stormwater retrofit locations	Oct. 31, 2025
	Draft technical memorandum	Oct. 31, 2025
	Final technical memorandum	Dec. 19, 2025
	Final web map of high priority areas and potential stormwater retrofit locations and geodatabase files	Dec. 31, 2025
Subtask 3.2 – Regulatory Mapping Requirements	Draft web map showing known outfalls, discharge points, and delineated drainage areas	May 30, 2025
	Draft technical report	May 30, 2025
	Final technical report	June 30, 2025
	Geodatabase files of known outfalls, discharge points, and delineated drainage areas	June 30, 2025

SCOPE OF WORK

Task/Subtask	Deliverable/Meeting	Timeline ^a
Task 4 – Enhanced Maintenance Plan		
	Conference call #1	Nov 2025 (TBD)
	Annotated outline	Dec. 2025 (TBD)
	Draft objectives and priorities	Dec. 2025 (TBD)
	Virtual working meeting #1	Jan. 2026 (TBD)
	Revised draft objectives and priorities	Jan. 2026 (TBD)
	Virtual working meeting #2	Feb. 2026 (TBD)
	Conference call #2	Mar. 2026 (TBD)
	Conference call #3	Mar. 2026 (TBD)
	Draft EMP	Apr. 1, 2026
	Conference call #4	Apr 2026 (TBD)
	Revised draft EMP	Apr 2026 (TBD)
	Conference call #5	May 2026 (TBD)
	Conference call #6	Jun. 2026 (TBD)
	Responses to Ecology’s comments on the revised draft EMP	Jun. 30, 2026
	Final EMP	Jun. 30, 2026

TBD: to be determined

^a The proposed project timeline assumes that the notice to proceed will be issued in mid-April 2025.

Exhibit B



Cost Estimate for City of Tumwater Nutrient Reduction Enhanced Maintenance Plan
 Herrera Project No. 25-08608-000

3/4/2025

			Task No.	1	2	3	4	5	Total
				Project Management	Data Collection, Literature Review, and Needs Assessment	Spatial Analysis	Enhanced Maintenance Plan	Contingency	
Herrera Labor based on:	Burdened Labor Rates								
Schedule	Task Start Date			3/25/2025	3/25/2025	3/25/2025	12/1/2025	3/25/2025	
	Task End Date			12/31/2026	9/30/2025	1/30/2026	9/30/2026	12/31/2026	
Staff	Labor Category	2025 Burdened Labor Rates							
Lenth, John	Scientist VIII / Vice President	\$355.22		0	3	0	5	0	8
Busiek, Brian	Engineer VI	\$285.43		0	3	30	10	0	43
Schmidt, Jennifer	GIS Analyst VII	\$291.08		0	2	52	6	0	60
Dugopolski, Rebecca	Engineer VI	\$288.44		50	26	24	46	0	146
Chechanover, Julianne	Engineer III	\$178.35		16	28	0	110	0	154
Johnson, Rachel	Engineer IV	\$195.64		8	42	22	58	0	130
Bruneau, Julia	Engineer II	\$139.96		2	26	16	58	0	102
Packard, Whitney	Engineer I	\$128.42		0	54	14	0	0	68
Stebbing, Rebecca	GIS Analyst II	\$135.06		0	6	138	60	0	204
Jackowich, Pamela	Administrative Coordinator IV	\$148.86		0	4	12	20	0	36
Malooof, Charles	Project Accountant III	\$141.91		21	0	0	0	0	21
Total Hours per Task				97	194	308	373	0	972
Subtotal Labor				\$22,101	\$35,193	\$59,388	\$69,809	\$0	\$186,491
Subtotal Herrera Labor				\$22,101	\$35,193	\$59,388	\$69,809	\$0	\$186,491
5%	Escalation on Herrera Labor in 2026			\$631	\$0	\$297	\$3,141	\$0	\$4,070
Escalated Subtotal Herrera Labor				\$22,732	\$35,193	\$59,685	\$72,950	\$0	\$190,561
Grand Subtotal				\$22,732	\$35,193	\$59,685	\$72,950	\$0	\$190,561
Grand Total									\$190,561

Note: Herrera adjusts labor rates annually in January unless contract specifies otherwise.

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)

TO: City Council
 FROM: Dave Kangiser, Water Resources Specialist
 DATE: April 15, 2025
 SUBJECT: Grant Agreement with the Department of Ecology for the Nutrient Reduction Enhanced Maintenance Plan (EMP)

1) Recommended Action:

Approve and authorize the Mayor to sign the Grant Agreement with the Department of Ecology for the Nutrient Reduction Enhanced Maintenance Plan. This grant was recommended for approval via City Council consent calendar by the Public Works Committee at their April 3, 2025 meeting.

2) Background:

Budd Inlet does not meet Washington State’s water quality standards for dissolved oxygen and was placed on the federal Clean Water Act Section 303(d) list of impaired waters, triggering a Total Maximum Daily Load (TMDL) study. As a result, Tumwater has been assigned waste load allocations for nutrient-laden discharges from the stormwater system to the Deschutes river, a major tributary to Budd Inlet. The Department of Ecology awarded a grant to help the City develop an Enhanced Maintenance Plan focused on maintenance activities that will reduce the discharge of nutrients from Tumwater’s stormwater system. An EMP will also help direct the City’s future stormwater management program with the overall goal of improving water quality by removing sediment and pollutants from roadway runoff. The EMP would also provide support meeting mapping and street sweeping requirements in the City’s municipal stormwater permit.

3) Policy Support:

- 2024-2029 Western Washington Phase II Municipal Stormwater Permit
- Budd Inlet Dissolved Oxygen TMDL, October 2022

4) Alternatives:

- Not accept the Ecology grant. The work and budget to implement permit and TMDL requirements would need to be allocated in future budget terms.

5) Fiscal Notes:

This grant is funded through the Water Quality Combined Financial Assistance Fund. Total eligible cost for the EMP is \$200,000.00, 85% of which will be paid with this grant. A 15% match (\$30,000.00) is required by the City and will be paid for by the stormwater fund. The grant expires June 30, 2026.

6) Attachments:

- A. Grant Agreement WQC-2025-Tumwat-00058



Agreement No. WQC-2025-Tumwat-00058

WATER QUALITY COMBINED FINANCIAL ASSISTANCE AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF TUMWATER

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

GENERAL INFORMATION

Project Title:	Nutrient Reduction Enhanced Maintenance Plan
Total Cost:	\$200,000.00
Total Eligible Cost:	\$200,000.00
Ecology Share:	\$170,000.00
Recipient Share:	\$30,000.00
The Effective Date of this Agreement is:	07/01/2024
The Expiration Date of this Agreement is no later than:	06/30/2026
Project Type:	Stormwater Activity

Project Short Description:

This project will improve water quality in the City of Tumwater by reducing total suspended solids (TSS), metals, and nutrients before they are carried into the stormwater system and discharged into the Deschutes River, Percival Creek, Black Lake Ditch, and Budd Inlet. This project will develop an Enhanced Maintenance Plan (EMP) that will analyze the current maintenance program and identify activities to increase nutrient removal on streets and within the stormwater conveyance system.

Project Long Description:

Budd Inlet does not meet Washington State’s water quality standards for dissolved oxygen (DO) and was placed on the federal Clean Water Act Section 303(d) list of impaired waters, triggering a Total Maximum Daily Load (TMDL) study. Human influences have exacerbated low-DO conditions by contributing excess nutrients into waterbodies through stormwater runoff.

Agreement No: WQC-2025-Tumwat-00058
Project Title: Nutrient Reduction Enhanced Maintenance Plan
Recipient Name: City of Tumwater

To help Budd Inlet meet TMDL requirements, Ecology placed waste load allocations on all National Pollutant Discharge Elimination System (NPDES) Permittees whose Municipal Separate Storm Sewer System (MS4) contribute to Budd Inlet for total nitrogen, dissolved inorganic nitrogen, total organic carbon, and five-day biochemical oxygen demand. As part of the Stormwater Management Action Planning (SMAP) process, the RECIPIENT identified the three highest priority subbasins as Trooper Lake, West Mottman, and Fishpond Creek. Each of these subbasins drain to either Percival Creek, Black Lake, or Black Lake Ditch, three of the highest priority water bodies for nutrient reductions where the TMDL prioritizes work and implementation actions. These waterbodies lie partially within the city and receive direct discharge from the MS4.

The RECIPIENT will develop an Enhanced Maintenance Plan (EMP) as a first step toward meeting the water quality improvement waste load allocations identified in the Budd Inlet TMDL Study. The EMP will outline water quality goals for each receiving water where the MS4 discharges, spatially analyze nutrient loading across the MS4, and analyze the current maintenance program to identify where improvements can be made. To analyze nutrient loading, the RECIPIENT will conduct an MS4 mapping exercise to determine the location of pollution hotspots and untreated outfall connections to receiving waters to help prioritize programmatic implementation such as targeted street sweeping. The current programs that will be reviewed for water quality effectiveness and cost are catch basin inspection, source control, street sweeping, stormwater facility maintenance, and Illicit Discharge Detection and Elimination (IDDE) screening.

Overall Goal:

This project will help protect and restore water quality in Washington State by reducing stormwater impacts from existing infrastructure and development.

Agreement No: WQC-2025-Tumwat-00058
Project Title: Nutrient Reduction Enhanced Maintenance Plan
Recipient Name: City of Tumwater

RECIPIENT INFORMATION

Organization Name: City of Tumwater

Federal Tax ID: 91-6001520
UEI Number: LLLDHHS4E5G1

Mailing Address: 555 Israel Road SW
Tumwater, WA 98501

Physical Address: 555 Israel Road SW
Tumwater, Washington 98501

Contacts

Agreement No: WQC-2025-Tumwat-00058
 Project Title: Nutrient Reduction Enhanced Maintenance Plan
 Recipient Name: City of Tumwater

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

Agreement No: WQC-2025-Tumwat-00058
 Project Title: Nutrient Reduction Enhanced Maintenance Plan
 Recipient Name: City of Tumwater

ECOLOGY INFORMATION

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

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

Contacts

<p>Project Manager</p>	<p>Rachel Yonemura Project Specialist</p> <p>PO Box 47775 Olympia, Washington 98504-7775 Email: ryon461@ecy.wa.gov Phone: (360) 485-2474</p>
<p>Financial Manager</p>	<p>Xavier Gilbert Stormwater Project Financial Specialist</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: XGIL461@ecy.wa.gov Phone: (564) 669-1942</p>

Agreement No: WQC-2025-Tumwat-00058
Project Title: Nutrient Reduction Enhanced Maintenance Plan
Recipient Name: City of Tumwater

Debbie Sullivan

City of Tumwater Mayor

Date

Agreement No: WQC-2025-Tumwat-00058
 Project Title: Nutrient Reduction Enhanced Maintenance Plan
 Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 1 **Task Cost: \$5,000.00**

Task Title: Grant and Loan Administration

Task Description:

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

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

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

Task Goal Statement:

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

Task Expected Outcome:

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

Grant and Loan Administration

Deliverables

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

Agreement No: WQC-2025-Tumwat-00058
Project Title: Nutrient Reduction Enhanced Maintenance Plan
Recipient Name: City of Tumwater

SCOPE OF WORK

Task Number: 2 **Task Cost:** \$194,283.45

Task Title: Enhanced Maintenance Plan

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

A. The RECIPIENT will develop and submit a draft and final Enhanced Maintenance Plan (EMP), including an alternatives analysis for ECOLOGY review and comment. Allow 45 calendar days for ECOLOGY review. At a minimum, this plan shall include the following elements:

1. Introduction/Overview

- a. Assessment of waterbodies that receive water from the RECIPIENT's MS4. Include information such as pollutants of concern, TMDLs, beneficial uses, etc. Estimate the amount of pollutants contributed to the system by the RECIPIENT's MS4 and water quality improvement goals for each waterbody.
- b. Explain why the RECIPIENT is choosing to explore enhanced maintenance as a strategy for pollutant reduction, as opposed to other means of improving water quality.
- c. Summarize the differences between the current program and the RECIPIENT's enhanced program.

2. Current Program Description

- a. Current program priorities, goals, and how the RECIPIENT determines where to employ existing maintenance resources.
- b. Estimate of the total cost to implement the existing program. Include labor, training, disposal, equipment maintenance and replacement costs. Note if any costs are currently unfunded.
- c. Any formal/informal method used to determine if the program is meeting the goals described above. If the program is routinely assessed by the RECIPIENT, describe how changes are made to the program.
- d. Current program implementation. Include location and frequency of current pollutant removal and source control efforts, staff training, equipment maintenance, material disposal process, data collection and tracking methods. Quantify the equipment needed to implement the current program.
- e. Estimate of the water quality benefits the program provides. Show the method used to arrive at this estimate. If insufficient data exists to provide an estimate, identify and describe these gaps.

3. Future Program Description

- a. Describe the methodology for an alternatives analysis, including:
 - i. The priorities/goals of the enhanced maintenance program.
 - ii. A brief description of the alternatives being considered.
 - iii. The criteria used to evaluate alternatives including cost and water quality benefit.
- b. Perform the alternatives analysis. Identify the preferred enhancement alternative(s) and justify selection.
 - i. Estimate the water quality benefits and show the method used to arrive at this estimate.
 - ii. Cost estimates should include labor, training, disposal, equipment acquisition, maintenance and replacement costs, and facility improvements. If the program proposes to purchase equipment, analyze rent or lease versus purchase alternatives to determine the most economical approach.

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- c. Describe the program’s implementation. Identify equipment and facilities needed to realize the program. Include location and frequency of enhanced maintenance efforts, data collection and analysis methods.
- d. Explain how frequently the program will be assessed, and the process for adaptive management of the program to ensure the goals are achieved.

B. The RECIPIENT will respond to ECOLOGY comments on the draft EMP.

Task Goal Statement:

The RECIPIENT will complete the Enhanced Maintenance Plan and respond to ECOLOGY comments in a timely manner.

Task Expected Outcome:

Identification of the best alternative for optimizing water quality in Deschutes River, Percival Creek, Black Lake Ditch, and Budd Inlet and reducing total suspended solids (TSS), metals, and nutrients from roadways and lands within the basins.

Enhanced Maintenance Plan

Deliverables

Number	Description	Due Date
2.1	Signed and dated consultant contract, if procuring services for Enhanced Maintenance Plan development. The contract must include ECOLOGY’s standard contract clauses and/or specification insert . Upload to EAGL and notify ECOLOGY.	
2.2	Draft Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	
2.3	Responses to ECOLOGY Enhanced Maintenance Plan comments. Upload to EAGL and notify ECOLOGY.	
2.4	ECOLOGY Enhanced Maintenance Plan Acceptance Letter. Upload to EAGL and notify ECOLOGY.	
2.5	Final Enhanced Maintenance Plan. Upload to EAGL and notify ECOLOGY.	

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SCOPE OF WORK

Task Number: 3 **Task Cost:** \$716.55

Task Title: Project Close Out

Task Description:

The RECIPIENT must ensure the following items are completed and provide the associated deliverables to ECOLOGY. The RECIPIENT must approve all materials prior to submitting them to ECOLOGY for acceptance.

- A. The RECIPIENT will submit the Recipient Closeout Report (RCOR) in EAGL in accordance with Task 1.
- B. The RECIPIENT will submit an Outcomes Summary using the ECOLOGY template

Task Goal Statement:

The RECIPIENT will complete all close out submittals in a timely manner.

Task Expected Outcome:

Timely and complete submittal of Recipient Closeout Report and Outcomes Summary.

Project Close Out

Deliverables

Number	Description	Due Date
3.1	Outcomes Summary. Upload to EAGL and notify ECOLOGY.	

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Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
SFAP	15.00 %	\$ 30,000.00	\$ 170,000.00	\$ 200,000.00
Total		\$ 30,000.00	\$ 170,000.00	\$ 200,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

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

SECTION 1: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Project” means the project described in this agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Documentation Options:

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

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

d. Real Property Acquisition and Relocation Assistance.

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

e. Hazardous Substances.

1. Certification. The RECIPIENT shall inspect, investigate, and conduct an environmental audit of the proposed acquisition site for the presence of hazardous substances, as defined in RCW 70.105D.020(10), and certify:
 - i. No hazardous substances were found on the site, or
 - ii. Any hazardous substances found have been treated and/or disposed of in compliance with applicable state and federal laws, and the site is deemed “clean.”
2. Responsibility. Nothing in this provision alters the RECIPIENT's duties and liabilities regarding hazardous substances as set forth in RCW 70.105D.
3. Hold Harmless. The RECIPIENT will defend, protect and hold harmless ECOLOGY and any and all of its employees and/or agents, from and against any and all liability, cost (including but not limited to all costs of defense and attorneys' fees) and any and all loss of any nature from any and all claims or suits resulting from the presence of, or the release or threatened release of, hazardous substances on the property the RECIPIENT is acquiring.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

J. Loan Repayment:

Sources of Loan Repayment

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

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

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

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

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

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

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

Method and Conditions on Repayments

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

Thereafter, equal payments shall be due every six months.

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

Payments shall be mailed to:

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

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

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

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

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

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

K. Loan Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Application: Material Information. All information and materials submitted by the RECIPIENT to ECOLOGY in connection with its loan application were, when made, and are, as of the date the RECIPIENT signs this agreement, true and correct.

There is no material adverse information relating to the RECIPIENT, the project, the loan, or this agreement known to the RECIPIENT, which has not been disclosed in writing to ECOLOGY.

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

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

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

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

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

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

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

The sewer use ordinance must include provisions to:

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

S. Termination and Default:

Termination and Default Events

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

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

Termination and Default Remedies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GENERAL FEDERAL CONDITIONS

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

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY

EXCLUSION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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GENERAL TERMS AND CONDITIONS

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

GENERAL TERMS AND CONDITIONS

For DEPARTMENT OF ECOLOGY GRANTS and LOANS

07/01/2023 Version

1. ADMINISTRATIVE REQUIREMENTS

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

2. AMENDMENTS AND MODIFICATIONS

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

3. ACCESSIBILITY REQUIREMENTS FOR COVERED TECHNOLOGY

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

4. ARCHAEOLOGICAL AND CULTURAL RESOURCES

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

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

RECIPIENT shall:

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

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- For projects with any federal involvement, comply with the National Historic Preservation Act of 1966 (Section 106).
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves field activities. ECOLOGY will provide the IDP form.

RECIPIENT shall:

- Keep the IDP at the project site.
- Make the IDP readily available to anyone working at the project site.
- Discuss the IDP with staff, volunteers, and contractors working at the project site.
- Implement the IDP when Cultural Resources or human remains are found at the project site.
- c) If any Cultural Resources are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the ECOLOGY Program, who will notify the Department of Archaeology and Historic Preservation at (360) 586-3065, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement, follow the protocol outlined in the project IDP.
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, the Department of Archaeology and Historic Preservation at (360) 790-1633, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting Cultural Resources and human remains.

5. ASSIGNMENT

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

6. COMMUNICATION

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

7. COMPENSATION

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

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

8. COMPLIANCE WITH ALL LAWS

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

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

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

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

9. CONFLICT OF INTEREST

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

10. CONTRACTING FOR GOODS AND SERVICES

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

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

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

11. DISPUTES

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

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

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

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

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

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

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

12. ENVIRONMENTAL DATA STANDARDS

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

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

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

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

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

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

13. GOVERNING LAW

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

14. INDEMNIFICATION

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

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

15. INDEPENDENT STATUS

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

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16. KICKBACKS

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

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

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

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

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

18. ORDER OF PRECEDENCE

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

19. PRESENTATION AND PROMOTIONAL MATERIALS

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

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

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

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

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

20. PROGRESS REPORTING

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

21. PROPERTY RIGHTS

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

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22. RECORDS, AUDITS, AND INSPECTIONS

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

All records shall:

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

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

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

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

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

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

23. RECOVERY OF FUNDS

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

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

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

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

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

24. SEVERABILITY

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

25. STATE ENVIRONMENTAL POLICY ACT (SEPA)

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

26. SUSPENSION

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

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27. SUSTAINABLE PRACTICES

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

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

For more suggestions visit ECOLOGY's web page, Green Purchasing,

<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

28. TERMINATION

a) For Cause

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

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

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

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

b) For Convenience

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

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

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

Agreement No: WQC-2025-Tumwat-00058
Project Title: Nutrient Reduction Enhanced Maintenance Plan
Recipient Name: City of Tumwater

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

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

c) By Mutual Agreement

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

d) In Event of Termination

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

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

29. THIRD PARTY BENEFICIARY

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

30. WAIVER

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

End of General Terms and Conditions

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: April 15, 2025
 SUBJECT: First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Climate Planning Grant

1) Recommended Action:

Approve and authorize the Mayor to sign the First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Periodic Update Climate Planning Grant, as recommended by the General Government Committee at their April 15, 2025, meeting to be placed on the consent calendar.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations.

The Washington State Department of Commerce Climate Planning Grant allocation is \$500,000. The contract will be for \$420,000 with the remaining \$80,000 allocation available for additional climate related work from 2025 to 2029. The grant has allowed the City to hire consultants to assist with the state requirement to prepare a new Climate Element as part of the 2025 Comprehensive Plan periodic update.

The first amendment would amend the scope of work the City is required to complete to reflect the new periodic update due date of December 31, 2025, and the contract completion date of June 30, 2025. The General Government Committee reviewed the amendment at their April 15, 2025, meeting.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

None.

5) Fiscal Notes:

The total Washington State Department of Commerce grant is allocation is \$500,000. The contract will be for \$420,000 with the remaining \$80,000 allocation available for additional climate related work from 2025 to 2029. There is no City match for this grant.

6) Attachments:

- A. First Amendment – Climate Planning Grant
- B. Contract – Climate Planning Grant



Local Government Division
Growth Management Services
2023-2025 Climate Planning Grant

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative (only if updated) Brad Medrud Deputy Community Development Department Director (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative (only if updated) Noelle Madera Climate Operations Team Lead (509) 818-1040 noelle.madera@commerce.wa.gov PO Box 42525 1011 Plum St SE Olympia, WA 98504-2525	
5. Original Contract Amount (and any previous amendments) \$420,000	6. Amendment Amount No Change	7. New Contract Amount \$420,000	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Date of Execution	10. Amendment End Date June 30, 2025
11. Federal Funds (as applicable): N/A	Federal Agency: N/A	ALN: N/A	
12. Amendment Purpose: The purpose of this amendment is to modify the scope of work and redistribute the budget among tasks.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A-1" – Scope of Work, Attachment "B-1" – Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".			
FOR CONTRACTOR		FOR COMMERCE	
_____ Debbie Sullivan, Mayor City of Tumwater		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Date		_____ Date	
		APPROVED AS TO FORM ONLY	
		_____ Sandra Adix Assistant Attorney General	
		_____ 3/20/2014 Date	



DRAFT

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work is hereby replaced in its entirety by Attachment A-1 Scope of Work.

Attachment B Budget is hereby replaced in its entirety by Attachment B-1 Budget.

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment

Attachment A-1: Scope of Work

<i>Grant Objective A: Supported by public engagement activities, research and prepare a draft Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.</i>			
Actions/Steps/Deliverables	Description	Start Date	End Date
Action A.1	Engage the community in the development of a Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Step A.1.1	Prepare informational materials for the community and stakeholders related to the Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Step A.1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable and/or overburdened populations, inform and solicit feedback from the community and stakeholders, and develop and update social media materials related to the Climate Element and related updates to other Plans and Elements.	November 2023	June 2025
Deliverable A.1	Public Engagement Results Report addressing the Climate Element and related updates to other Plans and Elements, with informational materials used to engage the public.	June 2025	June 2025
Action A.2	Prepare a draft Climate Element and related updates to other Plans and Elements.	November 2023	November 2024

Amendment

Step A.2.1	Review and evaluate the existing Comprehensive Plan for required Climate Element related amendments, including the Transportation Plan, the Land Use Element, the Capital Facilities Plan, Conservation Element, and the Utilities Element.	November 2023	February 2024
Step A.2.2	Review the State Department of Commerce Climate Element Guidance materials and other resources.	November 2023	February 2024
Step A.2.3	Review the Thurston Climate Mitigation Plan, the Thurston Climate Adaptation Plan, Sustainable Thurston, and the Tumwater Urban Forestry Management Plan for background needed for the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step A.2.4	Engagement with the Thurston Climate Mitigation Collaborative Community Advisory Workgroup.	November 2023	February 2024

Amendment

Step A.2.5	<p>Develop a Greenhouse Gas Reduction Sub-element that follows evaluation Pathway 1 – Conduct GHG Emissions Estimate Pathway in the State guidance materials.</p> <p>The Sub-element would address the following:</p> <ul style="list-style-type: none">• Updated local emission inventory, as needed.• Vehicle Miles Traveled per Capita (Vehicle Miles Traveled studies).• Greenhouse gas emission goals and policies based on emission inventory modeling results.• Greenhouse gas emission reduction projects.	March 2024	October 2024
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Amendment

Step A.2.6	Develop a Climate Resilience Sub-element that addresses the following: <ul style="list-style-type: none">• Utilizes the University of Washington’s Climate Mapping for a Resilient Washington web tool and other resources, as needed, to explore expected local climate impacts.• An audit of existing plans and policies for climate resilience opportunities, gaps, and barriers.• An initial assessment of the City’s climate vulnerability and risk utilizing the abovementioned web tool. A comprehensive Vulnerability Assessment will be completed with the remaining grant funding after the Comprehensive Plan periodic update is complete.• Development of science-based climate resilience goals and policies addressing local community hazards for the Comprehensive Plan.• Incorporates the updated Thurston Hazard Mitigation Plan.	March 2024	October 2024
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Amendment

Step A.2.7	<p>Integrate the new Climate Element and related updates to other Plans and Elements into the larger 2025 Comprehensive Plan update. Review and update goals, policies, and implementation actions related to the Climate Element and its Greenhouse Gas Reduction and the Climate Resilience Sub-elements in the following:</p> <ul style="list-style-type: none"> • Transportation Plan. • Land Use Element. • Capital Facilities Element. • Conservation Element. • Utilities Element. 	July 2024	November 2024
Step A.2.8	Briefing and work sessions with the Planning Commission on Comprehensive Plan amendments related to the Climate Element and related updates to other Plans and Elements.	November 2023	October 2024
Step A.2.9	Briefings with the General Government Committee and work sessions with City Council on Comprehensive Plan amendments related to the Climate Element and related updates to other Plans and Elements.	November 2023	November 2024
Step A.2.10	Prepare a draft Climate Element and related updates to other Plans and Elements.	July 2024	June 2025

Amendment

<p>Deliverable A.2</p>	<p>Draft memorandum summarizing how the draft Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of 2025 Comprehensive Plan periodic update.</p>	<p>November 2024</p>	<p>April 2025</p>
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Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.

Objective A: Supported by public engagement activities, research and prepare a draft Climate Element and related updates to other Plans and Elements as part of the 2025 Comprehensive Plan periodic update process.

Action A.1 “Engage the community in the development of a Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because specific community engagement actions will be needed to explain to the community and stakeholders what the new Climate Element is and what the updates to the other related Plans and Elements are to get their input on how best to address the 2023 State requirements in SB 5187.

Action A.2 “Prepare a draft Climate Element and related updates to other Plans and Elements” and its related deliverables was selected because addressing the 2023 State Climate Element requirements in SB 5187 will require more work to develop a Climate Element and the updates to the other related Plans and Elements that is beyond the scope of work originally prepared by City staff for the City Council for the 2025 Comprehensive Plan update in 2022 and early 2023.

Grant Objective B: Supported by public engagement activities, research and prepare draft municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.

<p>Actions/Steps/ Deliverables</p>	<p>Description</p>	<p>Start Date</p>	<p>End Date</p>
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Amendment

Action B.1	Engage the community in the development of a Climate Element and related updates to municipal code and related development guides.	November 2023	June 2025
Step B.1.1	Prepare informational materials for the community and stakeholders related to the development of regulations that support the Climate element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Step B.1.2	Hold community and stakeholder meetings, outreach events, identify and conduct outreach to vulnerable populations, inform and solicit feedback from the community and stakeholders, develop and update social media materials related to the development of regulations that support the Climate element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Deliverable B.1	Public Engagement Results Report addressing the development of regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element, with informational materials used to engage the public.	June 2025	June 2025
Action B.2	Prepare draft development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025

Amendment

Step B.2.1	Review and evaluate existing development regulations for needed Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step B.2.2	Review State Department of Commerce Climate Element guidance materials and other resources.	November 2023	February 2024
Step B.2.3	Review the Thurston Climate Mitigation Plan, the Thurston Climate Adaptation Plan, Sustainable Thurston, and the Tumwater Urban Forestry Management Plan for background needed for updating existing development regulations with the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	February 2024
Step B.2.4	Engagement with the Thurston Climate Mitigation Collaborative Community Advisory Workgroup.	November 2023	February 2024
Step B.2.5	Briefing and work sessions with the Planning Commission on draft development regulation amendments related to Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025
Step B.2.6	Briefings with the General Government Committee and work sessions with City Council on draft development regulation amendments related to Climate Element and related updates to other Plans and Elements supporting the Climate Element.	November 2023	June 2025

Amendment

Step B.2.7	Prepare draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element.	July 2024	June 2025
Deliverable B.2	Draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element as part of the 2025 Development Code Update Ordinance.	November 2024	June 2025

Scope of Work Narrative: *For each grant objective, please explain why you selected the actions and deliverables in your scope of work.*

Grant Objective B: Supported by public engagement activities, research and prepare draft municipal code and related development guide amendments related to the new Climate Element and related updates to other Plans and Elements as part of the 2025 Development Code periodic update process.

Action B.1. “Engage the community in the development of a Climate Element and related updates to municipal code and related development guides” and its related deliverables was selected because specific community engagement actions will be needed to explain to the community and stakeholders how the new Climate Element and the updates to the other related Plans and Elements will require updates to the development code and associated regulations to get their input on how best to address the 2023 State requirements in SB 5187.

Action B.2. “Prepare draft development regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element” and its related deliverables was selected because addressing the 2023 State Climate Element requirements in SB 5187 will require more work to develop the amendments to the development code that are responsive to the Climate Element and the updates to the other related Plans and Elements that is beyond the scope of work originally prepared by the City staff for the City Council for the 2025 Comprehensive Plan update in 2022 and early 2023.

Grant Objective C: Explore and plan draft pathways and actions to reduce vehicle miles traveled and greenhouse gases in such a way that promotes active transportation.

Amendment

Actions/Steps/ Deliverables	Description	Start Date	End Date
Action C.1	Develop a draft City bicycle and pedestrian plan as part of the Comprehensive Plan Transportation Plan update that addresses the requirements of SB 5187 and the Thurston Climate Mitigation Plan.	November 2023	June 2025
Step C.1.1	Prepare and distribute information about community engagement opportunities related to the development of a Bicycle and Pedestrian Plan.	November 2023	June 2025
Step C.1.2	Prepare a draft Bicycle and Pedestrian Plan.	November 2023	June 2025
Deliverable C.1	Draft Bicycle and Pedestrian Plan.	November 2023	June 2025

Scope of Work Narrative: For each grant objective, please explain why you selected the actions and deliverables in your scope of work.

Grant Objective C: Explore and plan draft pathways and actions to reduce vehicle miles traveled and greenhouse gases in such a way that promotes active transportation.

Action C.1. “Develop a draft City bicycle and pedestrian plan as part of the Comprehensive Plan Transportation Plan update that addresses the requirements of SB 5187 and the Thurston Climate Mitigation Plan” and its related deliverables was selected because this action will assist the City in addressing the vehicle miles traveled and active transportation related requirements of SB 5187 while also accomplishing an action from the Thurston Climate Mitigation Plan.

Amendment

Attachment B-1: Budget

Grant Deliverables	Commerce Funds
Deliverable A.1. Public Engagement Results Report addressing the Climate Element and related updates to other Plans and Elements, with informational materials used to engage the public.	\$40,000
Deliverable A.2. Memorandum summarizing how the draft Climate Element is consistent with the Capital Facilities Plan, Conservation Element, Land Use Element, Transportation Plan, and Utilities Element updated as part of 2025 Comprehensive Plan periodic update.	\$190,000
Deliverable B.1. Public Engagement Results Report addressing the development of regulations that support the Climate Element and related updates to other Plans and Elements supporting the Climate Element, with informational materials used to engage the public.	\$10,000
Deliverable B.2. Draft development regulation amendments related to the Climate Element and related updates to other Plans and Elements supporting the Climate Element as part of the 2025 Development Code Update Ordinance.	\$80,000
Deliverable C.1. Draft Bicycle and Pedestrian Plan.	\$100,000
Contract Total:	\$420,000



Interagency Agreement with

City of Tumwater

through

Growth Management Services

**Contract Number:
24-63335-049**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution



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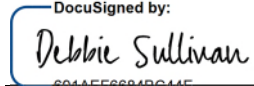



Face Sheet

24-63335-049

Contract Number: 23-63210-049

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Tumwater Community Development Department 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Brad Medrud Planning Manager (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative Carol Holman Senior Planner (360) 742-1504 carol.holman@commerce.wa.gov	
5. Contract Amount \$125,000		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Date of Execution		8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007172-00	
12. UBI # 344 000 001		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Tumwater with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5).			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget.			
FOR CONTRACTOR DocuSigned by:  <small>691AEF6664BC44E...</small> Debbie Sullivan, Mayor City of Tumwater 2/5/2024 8:56 AM PST <hr/> Date		FOR COMMERCE DocuSigned by:  <small>80312B04865C458...</small> Mark K. Barkley, Assistant Director Local Government Division 2/26/2024 8:38 AM PST <hr/> Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-049. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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



15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.



Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: <u>June 30, 2025</u>	\$50,000	\$50,000	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: <u>June 30, 2025</u>	\$12,500	\$12,500	Draft updated Economic Development Plan Data Set
Adopted Final Comprehensive plan and Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Adopted Periodic Update Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024- June 30, 2025).

TO: City Council
 FROM: Brad Medrud, Deputy Community Development Director
 DATE: April 15, 2025
 SUBJECT: First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan GMA Periodic Update Grant

1) Recommended Action:

Approve and authorize the Mayor to sign the First Amendment to the Contract with the Washington State Department of Commerce for the 2025 Comprehensive Plan Periodic Update GMA Periodic Update Grant, as recommended by the General Government Committee at their April 15, 2025, meeting to be placed on the consent calendar.

2) Background:

On a ten-year cycle, the City is required to conduct a Growth Management Act periodic update of its Comprehensive Plan and related development regulations.

The Washington State Department of Commerce GMA Periodic Update Planning Grant allocation is \$125,000. The grant has allowed the City to hire consultants to assist with the state requirement to prepare and update the Transportation Plan as part of the 2025 Comprehensive Plan periodic update, and start work on the Economic Development Plan, which is not a state requirement.

The first amendment would amend the scope of work the City is required to complete to reflect the new periodic update due date of December 31, 2025, and the contract completion date of June 30, 2025, and shift funding of \$12,500 towards the Transportation Plan update.

The General Government Committee reviewed the amendment at their April 15, 2025, meeting.

3) Policy Support:

Goal LU-1: Ensure the Land Use Element is implementable and coordinated with all applicable City plans and the plans of other jurisdictions in the Thurston region.

Policy LU-1.14 Coordinate the Land Use Element with the strategies in the most recent version of the Thurston Climate Mitigation Plan.

4) Alternatives:

None.

5) Fiscal Notes:

The total Washington State Department of Commerce grant is allocation is \$125,000. There is no City match for this grant.

6) Attachments:

- A. First Amendment – GMA Periodic Update Grant
- B. Contract – GMA Periodic Update Grant



Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)

1. Contractor City of Tumwater 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (optional)	
3. Contractor Representative (only if updated) Brad Medrud Deputy Community Development Department Director (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative (only if updated) Ted Vanegas Senior Planner (360) 280-0320 ted.vanegas@commerce.wa.gov	
5. Original Contract Amount (and any previous amendments) \$125,000		6. Amendment Amount No change	
		7. New Contract Amount \$125,000	
8. Amendment Funding Source Federal: State: X Other: N/A:		9. Amendment Start Date Date of Execution	
		10. Amendment End Date June 30, 2025	
11. Federal Funds (as applicable): N/A		Federal Agency: N/A	
		ALN: N/A	
12. Amendment Purpose: The purpose of this amendment is to modify the scope of work and redistribute the budget among tasks, with no change to the overall budget.			
COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract As Amended and attachments and have executed this Contract Amendment on the date below to start as of the date and year referenced above. The rights and obligations of both parties to this Contract As Amended are governed by this Contract Amendment and the following other documents incorporated by reference: Contractor Terms and Conditions including Attachment "A-1" – Scope of Work and Budget. A copy of this Contract Amendment shall be attached to and made a part of the original Contract between COMMERCE and the Contractor. Any reference in the original Contract to the "Contract" shall mean the "Contract as Amended".			
FOR CONTRACTOR		FOR COMMERCE	
_____ Debbie Sullivan, Mayor City of Tumwater		_____ Mark K. Barkley, Assistant Director Local Government Division	
_____ Date		_____ Date	
		APPROVED AS TO FORM ONLY	
		_____ Sandra Adix Assistant Attorney General	
		_____ 3/20/2014 Date	

Amendment

This Contract is **amended** as follows:

Attachment A Scope of Work and Budget is replaced in its entirety by Attachment A-1 Scope of Work and Budget (See Attached A-1):

ALL OTHER TERMS AND CONDITIONS OF THIS CONTRACT REMAIN IN FULL FORCE AND EFFECT.

Amendment

Attachment A-1 Scope of Work and Budget:

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: June 30, 2025	\$50,000	\$62,500	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: June 30, 2025	\$12,500	\$0	Draft updated Economic Development Plan Data Set
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	



Interagency Agreement with

City of Tumwater

through

Growth Management Services

**Contract Number:
24-63210-049**

For

GMA Periodic Update Grant – FY2024

Dated: Date of Execution

Item 6f.

Envelope ID: 497E14E6-3258-4713-874B-0A2CBFBB572A


 Washington State
Department of
Commerce

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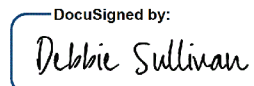

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Face Sheet

Contract Number: 23-63210-049

**Local Government Division
Growth Management Services
GMA Periodic Update Grant (PUG)**

1. Contractor City of Tumwater Community Development Department 555 Israel Road SW Tumwater, WA 98501		2. Contractor Doing Business As (as applicable) N/A	
3. Contractor Representative Brad Medrud Planning Manager (360) 754-4180 bmedrud@ci.tumwater.wa.us		4. COMMERCE Representative Carol Holman Senior Planner (360) 742-1504 carol.holman@commerce.wa.gov	
5. Contract Amount \$125,000		6. Funding Source Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/>	
7. Start Date Date of Execution		8. End Date June 30, 2025	
9. Federal Funds (as applicable) N/A		Federal Agency: N/A	
10. Tax ID # N/A		11. SWV # SWV0007172-00	
12. UBI # 344 000 001		13. UEI # N/A	
14. Contract Purpose Grant funding to assist the City of Tumwater with planning work for the completion the Growth Management Act (GMA) requirement to review and revise the comprehensive plan and development regulations under RCW 36.70A.130(5). COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment "A" – Scope of Work & Budget.			
FOR CONTRACTOR DocuSigned by:  691AEF6684BC44E... Debbie Sullivan, Mayor City of Tumwater 2/5/2024 8:56 AM PST Date		FOR COMMERCE DocuSigned by:  80312B04865C458... Mark K. Barkley, Assistant Director Local Government Division 3/6/2024 1:18 PM PST Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL APPROVAL ON FILE	



Special Terms and Conditions

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed **one hundred twenty-five thousand dollars (\$125,000)**, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 24-63335-049. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

Grant Start Date

COMMERCE will pay the Contractor for costs incurred beginning July 1, 2023, for services and deliverables described under this Agreement.

State Fiscal Year Payments

COMMERCE will reimburse Contractor a maximum of \$62,500 for State Fiscal Year 2024 (July 1, 2023-June 30, 2024), and a maximum of \$62,500 for State Fiscal Year 2025 (July 1, 2024-June 30, 2025), based on the expenses incurred under this Contract.

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will



be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).

Modification of the Project Budget

- A. Notwithstanding any other provision of this contract, the Contractor may, at its discretion, make modifications to line items in the Budget, hereof, that will not increase the line item by more than fifteen percent (15%).
- B. The Contractor shall notify COMMERCE in writing (by email or regular mail) when proposing any budget modification or modifications to a line item in the Budget (Attachment A,) hereof, that would increase the line item by more than fifteen percent (15%). Conversely, COMMERCE may initiate the budget modification approval process if presented with a request for payment under this contract that would cause one or more budget line items to exceed the 15 percent (15%) threshold increase described above.
- C. Any such budget modification or modifications as described above shall require the written approval of COMMERCE (by email or regular mail), and such written approval shall amend the Project Budget. Each party to this contract will retain and make any and all documents related to such budget modifications a part of their respective contract file.
- D. Nothing in this section shall be construed to permit an increase in the amount of funds available for the Project, as set forth in Section 3 of this contract, nor does this section allow any proposed changes to the Scope of Work, including Tasks/Work Items and Deliverables under Attachment A, without specific written approval from COMMERCE by amendment to this contract.

5. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

6. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

7. FRAUD AND OTHER LOSS REPORTING

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

8. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work and Budget



General Terms and Conditions

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and



iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.
- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority



prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

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



15. **SUBCONTRACTING**

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.



COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management



practices.

- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.






Attachment A: Scope of Work and Budget

Task/Work Item	SFY 2024 Funds	SFY 2025 Funds	Deliverable
Periodic Update Checklist Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Commerce Periodic Update Checklist for Comprehensive Plan and Development Regulations
Draft Transportation Plan Anticipated completion date: <u>June 30, 2025</u>	\$50,000	\$50,000	Draft Transportation Plan
Updated Economic Development Plan Data Set Anticipated completion date: <u>June 30, 2025</u>	\$12,500	\$12,500	Draft updated Economic Development Plan Data Set
Adopted Final Comprehensive plan and Development Regulations Ordinance amendment including but not limited to: Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Adopted Periodic Update Notification email from Commerce that adopted ordinance was received
Finding that the periodic update required by RCW 36.70A.130(b) is complete Anticipated completion date: <u>June 20, 2025</u>	\$0	\$0	Resolution Finding the periodic update required by RCW 36.70A.130(b) is complete Notification email from Commerce that adopted ordinance was received
Total Budget	\$62,500	\$62,500	
Control Number (Total Grant Available)	\$62,500	\$62,500	

Reminder: The grant breakdown includes 50% of your total grant award, for SFY 2024 (July 1, 2023 – June 30, 2024), and 50% of the total award for SFY 2025 (July 1, 2024- June 30, 2025).

Internal routing form. Will be deleted after contract fully signed.

Commerce GMS programs - Contract review and routing form

Reviewer	Name	Initials and Date
Budget Analyst	Corina Campbell	 3/6/2024 7:34 AM PST
GMS Managing Director	Dave Andersen	 3/6/2024 8:54 AM PST
Deputy Assistant Director – LGD	Tony Hanson	 3/6/2024 1:08 PM PST

Certificate Of Completion

Envelope Id: 497E14E632584713874B0A2CBFB572A Status: Completed
Subject: Complete with DocuSign: Tumwater GMA Update Grant Agreement - WA Department of Commerce
Division: Local Government
Program: Growth Management Services
ContractNumber: 24-63335-049
DocumentType: Contract
Source Envelope:
Document Pages: 13 Signatures: 2 Envelope Originator: Paul Johnson
Certificate Pages: 6 Initials: 3 1011 Plum Street SE
AutoNav: Enabled MS 42525
Envelopeld Stamping: Enabled Olympia, WA 98504-2525
Time Zone: (UTC-08:00) Pacific Time (US & Canada) paul.johnson@commerce.wa.gov
IP Address: 147.55.134.115

Record Tracking

Status: Original Holder: Paul Johnson Location: DocuSign
2/2/2024 2:49:25 PM paul.johnson@commerce.wa.gov
Security Appliance Status: Connected Pool: StateLocal
Storage Appliance Status: Connected Pool: Washington State Department of Commerce Location: DocuSign

Signer Events

Debbie Sullivan
dsullivan@ci.tumwater.wa.us
Mayor
City of Tumwater
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Debbie Sullivan
691AEF6684BC44E...
Signature Adoption: Pre-selected Style
Using IP Address: 73.225.108.130

Timestamp

Sent: 2/2/2024 3:12:19 PM
Viewed: 2/5/2024 8:56:43 AM
Signed: 2/5/2024 8:56:59 AM

Electronic Record and Signature Disclosure:
Accepted: 2/5/2024 8:56:43 AM
ID: d439dd67-07f4-406b-a868-cf59d3cd587d

Corina Campbell
corina.campbell@commerce.wa.gov
Security Level: Email, Account Authentication (None)

DS
Signature Adoption: Pre-selected Style
Using IP Address: 198.238.6.190

Sent: 2/5/2024 8:57:00 AM
Viewed: 2/22/2024 6:40:08 AM
Signed: 3/6/2024 7:34:38 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dave Andersen
dave.andersen@commerce.wa.gov
Security Level: Email, Account Authentication (None)

DS
Signature Adoption: Pre-selected Style
Using IP Address: 198.238.6.133

Sent: 3/6/2024 7:34:40 AM
Viewed: 3/6/2024 8:54:30 AM
Signed: 3/6/2024 8:54:33 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Tony Hanson
tony.hanson@commerce.wa.gov
Washington State Department of Commerce
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 147.55.134.8

Timestamp

Sent: 3/6/2024 8:54:35 AM
Viewed: 3/6/2024 1:08:46 PM
Signed: 3/6/2024 1:08:52 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mark Barkley
mark.barkley@commerce.wa.gov
Assistant Director
Washington State Department of Commerce
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 198.238.8.184

Sent: 3/6/2024 1:08:54 PM
Viewed: 3/6/2024 1:18:02 PM
Signed: 3/6/2024 1:18:07 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Brad Medrud
bmedrud@ci.tumwater.wa.us
Security Level: Email, Account Authentication (None)



Sent: 2/2/2024 3:12:16 PM
Viewed: 2/2/2024 3:12:53 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Erika Smith-Erickson
ESmith-Erickson@ci.tumwater.wa.us
Security Level: Email, Account Authentication (None)



Sent: 2/2/2024 3:12:17 PM
Viewed: 2/2/2024 3:41:19 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Mike Matlock
MMatlock@ci.tumwater.wa.us
Security Level: Email, Account Authentication (None)



Sent: 2/2/2024 3:12:17 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ashley Murphy
ashley.murphy@commerce.wa.gov
Security Level: Email, Account Authentication (None)



Sent: 3/6/2024 1:18:09 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events

Status

Timestamp

Paul Johnson
paul.johnson@commerce.wa.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 3/6/2024 1:18:09 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	2/2/2024 3:12:17 PM
Certified Delivered	Security Checked	3/6/2024 1:18:02 PM
Signing Complete	Security Checked	3/6/2024 1:18:07 PM
Completed	Security Checked	3/6/2024 1:18:10 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Washington State Department of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.15 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Washington State Department of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: docusign@commerce.wa.gov

To advise Washington State Department of Commerce of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at docusign@commerce.wa.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Washington State Department of Commerce

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Washington State Department of Commerce

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to docusign@commerce.wa.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Washington State Department of Commerce as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Washington State Department of Commerce during the course of your relationship with Washington State Department of Commerce.

TO: City Council
FROM: Chris Graham, Facilities Manager
DATE: April 15, 2025
SUBJECT: Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services

1) Recommended Action:

Approve and authorize the Mayor to sign the Service Provider Agreement with Bobbie and Amanda's Cleaning Service for Janitorial Services for the period of April 1, 2025 to March 31, 2028. This item was approved at the General Government Council on April 15, 2025, to be placed on the consent calendar.

2) Background:

With the expiration of the previous contract for janitorial services, the City went through a competitive Request for Proposal (RFP) process and obtained proposals from 10 different janitorial service providers. A panel of four employees independently scored the proposals, and the highest-scoring service provider—Bobbie and Amanda's Cleaning Service—was chosen. This service provider agreement covers the period of April 1, 2025 to March 31, 2028.

3) Policy Support:

Refine and Sustain a Great Organization:

- Be good stewards of public funds by following sustainable financial strategies.
 - Create a dynamic culture of Diversity, Equity, Inclusion, and Belonging.
-

4) Alternatives:

- Recommend changes to lease agreement.
 - Do not authorize the Mayor to sign the lease agreement.
-

5) Fiscal Notes:

Year 1: \$266,097.

Year 2: \$272,311.

Year 3: \$278,712.

6) Attachments:

- A. Service Provider Agreement with Bobbie & Amanda's Cleaning Service for Janitorial Services

**CITY OF TUMWATER
JANITORIAL SERVICES AGREEMENT
BOBBIE AND AMANDA’S CLEANING SERVICE**

THIS AGREEMENT is made and entered into in duplicate this _____ day of _____, by and between the CITY OF TUMWATER, a Washington municipal corporation, hereinafter referred to as the “CITY”, and Bobbie Whitaker dba Bobbie and Amanda’s Cleaning Services, a Washington sole proprietor 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 Attachment “A” Scope of Services attached hereto and incorporated herein (“Services”). If additional Services are requested during the duration of the Agreement, they will be agreed upon in writing as an Addendum.

2. TERM.

The Services shall begin no earlier than April 1, 2025, and shall terminate on March 31, 2028. The contract 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 Eight Hundred Seventeen Thousand and One Hundred Twenty Dollars (\$817,120) payable as follows: Two Hundred Sixty-Six Thousand and Ninety-Seven Dollars (\$266,097) in year one, Two Hundred Seventy-Two Thousand and Three Hundred Eleven Dollars (\$272,311) in year two, and Two Hundred Seventy-Eight Thousand and Seven Hundred Twelve Dollars (\$278,712) in year three pursuant to Attachment "A".

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

E. The SERVICE PROVIDER shall submit an invoice to the CITY for services rendered during the contract period. The CITY shall initiate authorization for payment after receipt of said invoice and shall make payment to the SERVICE PROVIDER within 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. PREVAILING WAGES.

A. Wages of Employees. This Agreement is subject to the minimum wage requirements of Chapter 39.12 of the Revised Code of Washington, as now existing or hereafter amended or supplemented. In the payment of hourly wages and fringe benefits to be paid to any of SERVICE PROVIDER'S laborers, workpersons and/or mechanics, SERVICE PROVIDER shall not pay less than the "prevailing rate of wage" for an hour's work in the same trade or occupation in the locality within the State of Washington where such labor is performed, as determined by the Industrial Statistician of the Department of Labor and Industries of the State of Washington, which "prevailing rates of wage" are attached hereto as Exhibit "B" and incorporated herein by this reference. Prevailing wages paid pursuant to this Agreement shall be the prevailing wage rates which are in effect on the date when the bids, proposals or quotes were required to be submitted to the City.

B. Agreements Exceeding One Year. Pursuant to WAC 296-127-023, or hereafter amended, the CITY agrees to pay any increase in the current prevailing wages if and when this Agreement is extended provided that the term of the Agreement exceeds one year. The CITY further agrees to pay the current prevailing wages at the time of additional yearly extensions, and the SERVICE PROVIDER agrees to pay its employees the increased prevailing wage.

C. Exemptions to Prevailing Wage. The prevailing wage requirements of Chapter 39.12 RCW, and as required in this Agreement do not apply to:

1. Sole owners and their spouses;
2. Any partner who owns at least 30% of a partnership;
3. The President, Vice President and Treasurer of a corporation if each one owns at least 30% of the corporation.

D. Reporting Requirements. SERVICE PROVIDER shall comply with all reporting requirements of the Department of Labor and Industries of the State of Washington. Upon the execution of this Agreement, SERVICE PROVIDER shall complete and file a Statement of Intent to Pay Prevailing Wages with the Department of Labor and Industries. Upon completion of the Services, SERVICE PROVIDER shall complete and file an Affidavit of Wages Paid with the Department

of Labor and Industries. SERVICE PROVIDER shall deliver copies of both the Statement of Intent to Pay Prevailing Wages and the Affidavit of Wages Paid, certified by the Department of Labor and Industries, to the CITY.

E. Disputes. In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be resolved by the CITY and the SERVICE PROVIDER, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries of the State of Washington and the decision therein shall be final and conclusive and binding on all parties involved in the dispute.

6. 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.

E. 2008 Early Retirement Factor Retirees. Washington State law requires reporting of any contractor, independent contractor or personal service

contractor that has retired from the State of Washington using the 2008 Early Retirement Factor (ERF). Stricter return-to-work restrictions apply to a retiree under the 2008 ERF. The SERVICE PROVIDER must verify retirement status by completing a Service Provider Retirement Status Form, attached as Exhibit "B", for each of the SERVICE PROVIDER'S owners and for each person providing service under this Agreement.

7. 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.

8. 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.

9. 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.

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

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

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

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

days of SERVICE PROVIDER'S receipt of such notice.

10. BOND.

SERVICE PROVIDER shall obtain a janitorial bond in the amount of not less than Ten Thousand and No/100 Dollars (\$10,000.00) to insure against any theft/misappropriation of money or property during the term of this Agreement.

11. 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.

12. 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.

13. NONDISCRIMINATION.

A. The CITY is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the SERVICE PROVIDER will not discriminate against any employee or applicant for employment on the grounds of race, creed, religion, color, national origin, citizenship or immigration status, families with children status, sex, marital status, honorably discharged veteran or military status, the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, sexual orientation, genetic information, age or other basis prohibited by state or federal law; provided that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the proper performance of the particular worker involved. Such

action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and programs for training including apprenticeships.

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

D. Nondiscrimination in Benefits. **The provisions of this subsection are only applicable to contracts with an estimated value of \$50,000 or more.** Pursuant to Tumwater Municipal Code (TMC) Chapter 3.46, SERVICE PROVIDER shall provide employee benefits or an equivalent sum to the domestic partners of their employees involved in 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.

E. If any assignment and/or subcontracting has 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. PROHIBITED INTEREST.

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

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

Bobbie & Amanda's Cleaning Service 2025 - 2028 Janitorial Services

The scope of work for daily, weekly and monthly services is consistent across all buildings except for specific added services unique to each building (excluding golf maintenance shop and city parks). These additional services are detailed in the respective sections for each building.

Overall Daily Services:

We will provide the following services Monday through Friday.

1. Empty waste and recycle receptacles located throughout facility (replacing liners as needed). Empty 5-gallon compost buckets and take to compost bin located at library.
2. Check and empty all shredders as needed.
3. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks. Remove water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
4. Sweep and mop all hard floor surfaces including: restrooms, kitchens, and entryways.
5. Vacuum floor mats and all carpets including under desks. Note: HEPA filters used.
6. Clean all glass entryway doors, removing fingerprints and smudge marks.
7. Clean and sanitize all breakroom sinks, countertops, microwaves, tabletops, and drinking fountains.
8. Straighten all chairs in breakrooms and conference rooms.
9. Sweep or vacuum exterior entryway mats.
10. Apply disinfectants according to instructions to all high-touch areas not included in daily services above, to include: counters, tables, doorknobs, light switches, door handles, microwaves, refrigerator handles, vending machine buttons, and drinking fountain.

Overall Weekly Services:

1. Dust tops of file cabinets, baseboards, and hanging fixtures.
2. Vacuum cloth-covered chairs and clean backs of office chairs at all desks.
3. Wipe white boards down without erasing any material.
4. Fill hand sanitizer dispensers and replace batteries as needed.

Overall Monthly Services:

1. Dust all ledges, ceiling vents, blinds, shades, and picture frames.
2. Remove cobwebs throughout facility.
3. Clean entry mats.

City Hall and Police Department, 555 Israel Rd SW

Daily Services: Overall and the following

1. **City Hall 5PM:** Secure /check all doors/lock any open doors and windows, check coffee pots and portable desk heaters to make sure power is off. **Lock gates by 6 pm.**
2. Dust tables, chairs, and countertops in all public areas, conference rooms, and Council Chambers. Clean countertops and tables with PH Neutral cleaner/sanitize.
3. Sweep, mop, and disinfect holding cells if used.

Weekly Services:

1. Tuesday night Council Meetings: Close portable wall and cone off parking lot for television broadcasting vehicle.
2. Sweep/blow 'Sally Port' in Police Department.

3. Sweep/mop stairs leading to lower level of Police Department.
4. Sweep/mop lower level of Police Dept. concrete floors
5. Clean police gym floors, rubber mats and mirrors.
6. Check all touchless dispensers throughout facilities for battery levels.
7. Clean showers in Police Department locker rooms.

Monthly Services:

1. Polish all waxed floors to a "high shine" with high-speed buffer (Police Department) 2 times per month.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' once per year.
3. Deep clean all ceramic grout floors with a grout cleaning agent once per year and wax.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once per year. We will be responsible to move all furniture and reset the building prior to the next working day along with running air movers throughout the facility.

Total Cost of Services per Month:

- **City Hall: \$4,081** includes yearly services: carpets \$2800 , hard floors \$840 ,windows \$1,216
- **Police Department: \$2,208** includes yearly services: carpets \$660, hard floors \$1,500, windows \$344

Public Works Maintenance Shop, 7200 New Market Street**Daily Services:** See Overall**Weekly Services:** See Overall**Monthly Services:** See Overall**Yearly Services:**

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' once per year.
3. Polish all waxed floors to a 'high shine' with high-speed buffer 3 times per year.
4. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
 - **Total Cost of Services per Month: \$1,531** includes yearly services: carpets \$150, hard floors \$1,140 , windows \$176

Fire Department T-1, 311 Israel Road**Daily Services:** See Overall.**Weekly Services:** See Overall**Monthly Services:** See Overall**Yearly Services:**

1. Wash all windows twice per year, including 2nd story living quarters. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' twice per year, including living quarters
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.

- **Total Cost of Services per Month: \$1,866** includes yearly services: carpets \$1,100, hard floors \$575 , windows \$1,360

Public Library, 7023 New Market Street

Daily Services: Overall and the following

We will provide the following services Monday through Saturday:

1. Sweep laminate flooring and microfiber mop with recommended product.
2. Straighten chairs at all computer stations. .
3. Clean newly added children's stage

Monthly Services:

1. Check clock tower for dust and cobwebs, thoroughly dusting around the base.
2. Dust window ledges and remove cobwebs from interior windows, doors, walls and all vents. Library is responsible for dusting all bookshelves, public computer areas and personal desk areas.

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax all floors to a 'high shine' once per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
 - **Total Cost of Services per Month: \$3,715** includes yearly services: carpets \$1,157 hard floors \$540 , windows \$1,350

Reserves the right to renegotiate the price upon the library's reopening post-construction.

An additional charge of \$80.25 per hour, per man, will be added for after-hours events.

Parks and Facilities Maintenance Building, 7007 Capitol Boulevard

Daily Services: See Overall

Weekly Services: See Overall

Monthly Services: See Overall

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
2. Strip and wax floors to a high shine one time per year.
3. Clean all carpeted areas with commercial grade carpet cleaning machine once per year.
 - **Total Cost of Services per Month: \$1,467** includes yearly services: carpets \$250, hard floors \$600 , windows \$560

Old Town Center, 215 North 2nd Avenue SW

Daily Services: Overall and the following

1. Straighten chairs in lunchroom and meeting rooms.
2. Clean and disinfect all tables throughout facility.
3. Vacuum stairs and elevator.
4. Sweep/Auto scrub gym as needed.

Weekly Services: See Overall

Monthly Services: See Overall plus additional cleaning after food bank, 1 hour a month

Yearly Services:

1. Wash all windows twice per year. Services to be completed in spring and fall.
 2. Clean all carpeted areas with commercial grade carpet cleaning machine, once per year.
 3. Strip and wax all hard floors once per year.
 4. Polish all hard floors 4 times per year with high-speed buffer, quarterly.
 5. Heavy clean kitchen to include polishing all stainless-steel appliances, sinks, and counters, and clean out drains.
- **Total Cost of Services per Month: \$1,764** includes yearly services: carpets \$500, hard floors \$1,340, windows \$600, deep clean kitchen \$150

Fire Station T-2, 405 North 2nd Avenue**Daily Services:** See Overall**Weekly Services:** See Overall**Monthly Services:** See Overall**Yearly Services:**

1. Wash all windows twice per year, spring and fall, to include living quarters.
 2. Clean all carpeted areas to include living quarters, with commercial grade carpet cleaning machine once per year.
 3. Strip and wax restrooms, kitchen and laundry room floors twice per year.
- **Total Cost of Services per Month: \$ 631** includes yearly services: carpets \$320, hard floors \$650 , windows \$660

City Parks:**Daily Services:**

1. Open all city park gates and restrooms by sunrise, 7 days per week including all holidays.
2. Restrooms: Clean and disinfect all fixtures, floors, walls, and partition walls. Polish all stainless steel.
3. Mop floors, stock restrooms, and empty all garbage cans in restrooms and immediately outside of the restrooms.

Weekly Services:

1. Remove cobwebs inside and outside of restrooms.

Provide 24-hour, on-call emergency services.

Emergency HAZMAT clean-up will be billed at time and materials upon approval from Facilities Manager per emergency.

In the event of an immediate emergency, and the above-mentioned parties are unable to be reached, Bobbie & Amanda's Cleaning Service will address the emergency in the City of Tumwater's best interest.

HAZMAT labor: \$150.00 per hour**Total Monthly Costs of Services:**

- Admin fee: \$150.00
- Historical Park:
 - March-October: \$1,694

- November-February: Adjusted billing
- Pioneer Park:
 - March-September: \$1,694
 - October-February: Adjusted billing
- Deschutes Valley Park, Tumwater Hill Park & Restroom & Barclift Park:
 - March-September: \$829
 - October-February: Adjusted billing

The above includes:

- Seasonal heavy cleaning including all cleaning supplies and disinfectants
- Services to be performed early mornings at or before sunrise
- Gates and restrooms unlocked by sunrise per park
- Working around City of Tumwater's schedule, anticipated special events, and functions.
- Adjustments of scheduled cleaning and billing depending on season.
- Notification of damage or vandalism/take pictures and send to Facilities Manager.
- Maintain dispensers.
- Small graffiti will be removed and included in monthly price. Any significant amount will be reported and billed separately upon approval of Facilities Manager.

2nd run on parks during events will be billed at an agreed amount at the time of service.

Tumwater Golf Course Maintenance Shop, 4611 Tumwater Valley Drive

Daily Services:

We will provide the following services 2-3 times per month during fall and winter and one time a week in spring and summer.

1. Empty waste and recycle receptacles throughout facility (replacing liners as needed).
2. Clean and sanitize all bathroom fixtures, including: toilet bowls, urinals, and sinks.
Remove water marks and other from mirrors, partition stalls, and walls. Polish mirrors.
3. Sweep and mop all hard floors (concrete) surfaces including: restroom, kitchen/lunchroom, Managers office and entryways and vacuum floor mats.

Cost of Services: \$53.50 per hour. Time varies between 1.5 and 2 hours.

Track, Purchase, Deliver and Stock: all janitorial supplies such as toilet paper, paper towels, soap, dispensers/batteries for dispensers, and garbage bags for all facilities and parks listed on this scope. Provide detailed invoices. Ensure all items are obtained at the best possible prices through competitive sourcing and meet the standards for composting and recycling.

Employees, Area of Responsibilities, and Experience

Zachary Faulkner

- Area of Responsibility: Performs daily, weekly and yearly cleaning services. Additionally, maintains city parks by cleaning and unlocking gates and restrooms daily by sunrise.
- Experience: 7 years of experience in commercial cleaning, stripping and waxing floors, carpet cleaning and window washing.

Debbie Miller

- Area of Responsibility: Performs daily, monthly and yearly cleaning services.
- Experience: 8 years of experience in commercial cleaning.

Amanda Faulkner

- Area of Responsibility: Is available to provide on-call emergency services to ensure uninterrupted operations during employee absences with CJIS certification kept current and in compliance with the Police Department.
- Experience: 5 years of experience in commercial cleaning.

Total Labor Hours to Complete all Services: Year 1 - 2025

The average hourly rate for building services, excluding those categorized as yearly services, is \$43.00 per hour. The average hourly rate for city parks and golf maintenance is \$51 per hour.

	Daily	Weekly	Monthly	Yearly	Total
Golf Maintenance Shop	96				96
City Hall	858	96	72	43	1069
Police Department	348	156	54	29	587
Public Works	357	24	12	17	410
Fire T-1	384	48	18	49	499
Library	942		24	44	1010
Parks & Facilities Building	341	24	12	25	402
Old Town Center	384	24	24	35	467
Fire T-2	132			18	150
Historical Park	340				340
Pioneer Park	350				350
Barclift Park	161				161
Deschutes Valley Park	156				156
Tumwater Hill Park	151				151
Total Labor Hours All Services:	5000	372	216	260	5848

- **Buildings:** 4,334 hours per year (daily, weekly and monthly included)
- **City Parks:** 1,158 hours per year (daily)
- **Golf Maintenance:** 96 hours per year (daily)
- **Yearly Maintenance (Buildings):** 260 per year (average hourly rate of all services combined \$80 per hour)

The average daily hours required to clean each building

- City Hall: 3 hours per day
- Police: 1.5 hours per day
- Public Works: 1.25 hours per day
- Fire T-1: 1.5 hours per day
- Library: 3 hours per day
- Parks & Facilities 1.3 hours per day
- Old Town Center: 1.5 hours per day
- T-2 Fire: .50 hours per day

Yearly Service All Bldgs

Carpets: 70 hrs \$6,937
 Approx 30,100 sq ft x 0.22/sq ft
Windows: 98 hrs \$6,266
 Average \$64 per hr 340 windows
Strip/Wax Hard Floors: 89 hrs
 \$7,185 Average \$81 per hr
OTC Kitchen: 3 hrs \$150
Total year hours:260
Total year service cost: \$20,538

Proposed Budget: Year 1 - 2025

Income:

Buildings	\$207,137
City Parks	\$58,960
Golf Maintenance Shop	\$5,136
Sales of Product	<u>\$36,225</u>
Total:	\$307,458

Service Cost Breakdown: Year 1 - 2025

Wages, Salaries & Benefits.....	\$180,040
Total Payroll Taxes	\$29,449
B&O Tax.....	\$4,734
Cost of Goods Sold	\$31,500
Supplies and Equipment	\$7,200
Company Trucks	\$9,300
Depreciation	\$2,490
New Equipment	\$2,500
Rental Equipment.....	\$800
Liability Insurance/Bond/Licensing....	\$3,054
Accounting, Office Supplies	\$3,122
Cell Phones	\$2,914
Total	\$277,103

Total Income.....	\$307,458
Total Cost.....	(\$277,103)
Profit/Loss.....	+30,355 9.9%

**Page 1 Budget
Proposal for Janitorial Services: 2025 - 2028
Year 1 - 2025**

Buildings

City Hall.....	\$48,974
Police Department.....	\$26,498
Public Works.....	\$18,365
Fire Department T1.....	\$22,385
Library.....	\$44,577
Parks & Facilities Building.....	\$17,606
Old Town Center.....	\$21,166
Fire Department T2.....	\$7,566
Total	\$207,137
+ 3% Year 2 - 2026	\$213,351
+ 3% Year 3 - 2027	\$219,752

City Parks	Peak Season	Off Season (Adjusted Billing)
Historical.....	\$11,859	\$4,293
Pioneer	\$11,859	\$4,293
Barclift	\$6,896	\$2,312
Deschutes Valley ...	\$5,959	\$2,765
Tumwater Hill.....	\$5,959	\$2,765
Total	\$42,532	\$16,428
Total Peak & Off Season	\$58,960	

Golf Maintenance Shop: \$53.50 per hour. Time varies between 1.5 -2 hours per week.

Additional non-routine janitorial services: \$53.50 per hour

HAZMAT services: \$150.00 per hour

After hours emergency services: \$80.25 per hour



Western Surety Company

CUSTOMER/SUBSCRIBER ADDITIONAL INSURED RIDER

In the event that the Insured's Customer or Subscriber shall sustain a direct loss by reason of the fraudulent or dishonest act or acts (as defined in the section entitled Fraudulent or Dishonest Act) committed by the Insured; or any partner of the Insured, if a partnership; or any member of the Insured, if a limited liability company; then and only then, the Insured shall be considered an Employee and the Customer or Subscriber an additional Insured, subject to all terms and conditions thereof.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the bond except as hereinabove set forth.

This Rider becomes effective on the 24 day of March, 2016, at 12:00 o'clock night, standard time.

Attached to and forming part of bond No. 71767977, issued by WESTERN SURETY COMPANY OF SIOUX FALLS, SOUTH DAKOTA, to Bobbie Whitaker dba Bobbie & Amanda's Cleaning Service.

Signed this 25 day of March, 2016.



WESTERN SURETY COMPANY
By Paul T. Bruflat
Paul T. Bruflat, Senior Vice President



American Family Insurance - Business Insurance
Underwritten by: Midvale Indemnity Company
A Wisconsin Stock Company

Send policy correspondence to:
PO Box 5316
Binghamton, NY 13902
(866) 908-0626

The Fama-Silver Agency LLC
1222 2ND AVE SW STE D
TUMWATER, WA 98512
(360) 469-7005

Information as of: 03/23/2025

POLICY DECLARATIONS

This document and your policy contract define our insuring agreement. In return for payment of premium and subject to all the terms of this policy, we agree to provide you insurance as stated in the policy.

Policy Information

Named Insured:	Bobbie & Amanda's Cleaning Service	Policy Number:	CP00143174
E-mail Address:	bobbiewhitaker92@yahoo.com	Policy Type:	Commercial General Liability
Phone:	360-870-2212	Policy Period:	03/23/2025 to 03/23/2026 12:01AM Standard Time at Primary Location

Location Information

Location #1 (Primary location)

Address: 3226 Libby Rd NE
Olympia, WA 98506

Policy Level Coverage (limits & deductibles shown are non-stackable across locations)

General Liability

Per Occurrence Limit	Limit
General Aggregate Limit (other than products/completed operations)	\$1,000,000
Products/Completed Operations Aggregate limit	\$2,000,000
Personal and Advertising Injury limit	\$2,000,000
Damage to Premises Rented to You (limit per premises)	\$1,000,000
Medical Payments (limit per person)	\$100,000
Cleaning Services Liability Enhancement	\$5,000
	See policy form

Liability Property Damage Deductible	Deductible
	\$1,000

General Liability Premium	\$2,841
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Classification Information

Location	Class Code	Class Description	Exposure Basis	Exposure Amount
1	96816	Janitorial Services	Payroll	\$125,800

Policy Premium	\$2,841
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Discounts Applied to This Policy

Loss-Free

Policy Forms and Endorsements

CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 01 81 05 08	WASHINGTON CHANGES
CG 01 97 12 07	WASHINGTON CHANGES - EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 01 11 85	EXCLUSION - ATHLETIC OR SPORTS PARTICIPANTS
CG 21 06 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 70 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
CG 21 86 12 04	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 26 04 13	AMENDMENT OF INSURED CONTRACT DEFINITION
CG 26 01 04 13	WASHINGTON CHANGES - AMENDMENT OF LIQUOR LIABILITY EXCLUSION
CG 26 77 12 04	WASHINGTON - FUNGI OR BACTERIA EXCLUSION
CG 74 30 03 21	CONTRACTORS EXTENSION ENDORSEMENT
CG 74 36 01 18	CLEANING SERVICES LIABILITY ENHANCEMENT ENDORSEMENT
CG 77 04 02 15	LEAD LIABILITY EXCLUSION
CG 77 14 02 15	ASBESTOS EXCLUSION
CG 77 24 02 15	DAMAGE TO PROPERTY OF OTHERS ENDORSEMENT
CG 77 44 02 15	MULTI-UNIT AND TRACT HOUSING RESIDENTIAL EXCLUSION
CG 77 45 03 21	CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE EXCLUSION
CG 77 47 03 21	EXCLUSION - SNOW REMOVAL OPERATIONS
CG 77 48 03 21	PUNITIVE DAMAGES EXCLUSION
IL 01 23 11 13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 46 08 10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 98 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

In witness whereof, we have caused this policy to be signed by our authorized officers.

Home Office
MIDVALE INDEMNITY COMPANY
6000 American Parkway
Madison, WI 53783



Tony Desantis, Jr.
President



Lauren K. Powell
Secretary



American Family Insurance - Business Insurance
Underwritten by: Midvale Indemnity Company
A Wisconsin Stock Company

PO Box 5316
Binghamton, NY 13902
(866) 908-0626

The Fama-Silver Agency LLC
1222 2ND AVE SW STE D
TUMWATER, WA 98512
(360) 469-7005

Information Effective as of: 03/23/2025

POLICY DECLARATIONS

This document and your policy contract define our insuring agreement. In return for payment of premium and subject to all the terms of this policy, we agree to provide you insurance as stated in the policy.

Policy Information

Named Insured:	Bobbie & Amanda's Cleaning Service	Policy Number:	CA00047675
		Policy Type:	Business Auto Policy
		Policy Period:	03/23/2025 to 03/23/2026 12:01 A.M. Standard Time at Primary Location
E-mail Address:	bobbiewhitaker92@yahoo.com	Phone:	3608702212
		Form of Business:	Sole Proprietor

Policy Forms and Endorsements

CA 00 01 10 13	BUSINESS AUTO COVERAGE FORM
CA 01 35 10 13	WASHINGTON CHANGES
CA 21 34 10 13	WASHINGTON UNDERINSURED MOTORISTS COVERAGE
CA 22 57 10 13	WASHINGTON PERSONAL INJURY PROTECTION - NAMED INDIVIDUALS
CA 23 92 10 13	WASHINGTON EXCLUSION OF TERRORISM
CA 23 94 10 13	SILICA OR SILICA-RELATED DUST EXCLUSION FOR COVERED AUTOS EXPOSURE
CA 74 01 01 20	TOWING AND EMERGENCY ROADSIDE SERVICE
CA 74 02 01 20	PERSONAL TRAILER LIABILITY COVERAGE ENDORSEMENT
IL 01 23 11 13	WASHINGTON CHANGES - DEFENSE COSTS
IL 01 46 08 10	WASHINGTON COMMON POLICY CONDITIONS
IL 01 98 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 75 02 06 99	PUNITIVE DAMAGE EXCLUSION
IL 75 40 03 16	NON-STACKING OF LIMITS

Schedule of Coverages and Covered Autos

This policy provides only those coverages where a symbol is shown in the covered autos column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the Covered Auto Section of the Business Auto Coverage Form next to the name of the coverage.

Coverages	Covered Autos (Entry of one or more of the symbols from the Covered Autos Section of the Business Auto Coverage of the Business Auto Coverage Form shows which autos are covered autos.)
Liability	7, 19
Personal Injury Protection	7
Underinsured Motorist	7
Physical Damage Other Than Collision	7
Collision	7
Towing and Labor	7

Vehicle Coverage and Endorsements

Vehicle #1

Vehicle Description	2012 TOYOTA TACOMA	VIN Number	5TFUU4EN1CX046871
Cost New	\$25055	Gross Vehicle Weight	Less than or equal to 10,000 lbs

Garaged at Location

3226 Libby Rd NE
Olympia, WA 98506

Limit of Insurance	Deductible
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Liability

Combined Single Limit \$1,000,000

Medical Payments - Each Person

Rejected

Personal Injury Protection

Refer to CA 22 57 10 13

Underinsured Motorist – Bodily Injury

Combined Single Limit	\$1,000,000
Property Damage	Rejected

Comprehensive

\$1,000

Collision

\$1,000

Rental Reimbursement

Rejected

Towing And Labor

\$500

Hired Auto Liability Coverage

Limit of Insurance	Deductible
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Hired Auto Liability No Coverage

Hired Auto Liability – Physical Damage No Coverage

Non-Owned Auto Liability Coverage

Non-Owned Auto Liability No Coverage

Policy Premium	\$2,928
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Premium Taxes, Surcharges and Fees (Note: included in Policy Premium above)

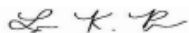
You may be charged a fee when: (a) you pay less than the full amount due; (b) your payment is late; and/or (c) when your bank does not honor your check or electronic payment. Refer to your Billing Notice for fee amounts.

In witness whereof, we have caused this policy to be signed by our authorized officers.

Home Office
Midvale Indemnity Company
6000 American Parkway
Madison, WI 53783
(866) 908-0626



Tony Desantis, Jr
President



Lauren K. Powell
Secretary

TO: City Council
 FROM: Patrick Soderberg, Program Manager
 DATE: April 15, 2025
 SUBJECT: Resolution R2025-008 and Development Agreement with Tumwater 70th Ave LLC for Conversion of Onsite Septic to Public Sewer Service

1) Recommended Action:

Adopt Resolution R2025-008 and Development Agreement with Tumwater 70th Ave LLC following the conclusion of the Public Hearing at the April 15, 2025 City Council meeting.

2) Background:

In September 2023, City Council authorized the Mayor to sign a grant agreement with the Department of Ecology (ECY) to create a more effective septic to sewer conversion program, specifically for high-density septic systems in mobile home communities. This project evaluates the challenges of high-density septic conversions and will provide a model framework to assist other communities in charting their own courses to protect water quality. As a result, 39 units in the Velkommen Mobile Home Park will convert to city sewer. The proposed agreement provides assurances and clarity on the roles and fiscal responsibilities for both the Developer and the City as this project moves into the construction phase.

3) Policy Support:

- Be a Leader in Environmental Health and Sustainability
 - Continue to fund and promote septic-to-sewer conversions.
 - Ensure ample drinking water supply & support water reuse opportunities.
 - Improve habitat & water quality by assessing fish passages, removing obstructions, converting urban-density septic systems, & collaborating with area Tribes.
 - ECY Grant Agreement WQC-2023-Tumwat-00050
-

4) Alternatives:

- Reject or recommend revisions to the Development Agreement.
-

5) Fiscal Notes:

The Agreement provides clarity for the fiscal and management responsibilities of the City and Developer and outlines both the project elements authorized for reimbursement as well as conditions necessary for the Developer to receive the reimbursement. Grant award amounts to \$500,000 from the state matched with \$166,666 dollars from the City and/or Developer. City match is funded by the Sanitary Sewer CFP, SS-08.

6) Attachments:

- A. Resolution R2025-008 Velkommen MHP Septic to Sewer
- B. Development Agreement with 70th Ave LLC for Converting to Public Sewer Service
- C. Sanitary Sewer CFP, SS-08

RESOLUTION NO. R2025-008

A RESOLUTION of the City Council of the City of Tumwater, Washington, approving and authorizing the Mayor to execute a Development Agreement with 70th Ave LLC related to conversion of thirty-nine mobile home units from private septic systems to public sanitary sewer.

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person or entity having ownership or control of real property within its jurisdiction pursuant to RCW 36.70B.170(1); and

WHEREAS, Tumwater 70th LLC owns property at Velkommen Mobile Home Park, located at 2535 70th Ave. SW, Tumwater, WA, hereinafter the “Property”; and

WHEREAS, the Property provides space for thirty-nine (39) mobile home units, all of which are on septic systems and Tumwater 70th LLC wishes to install city sewer services to its tenants and remove deteriorating onsite septic systems; and

WHEREAS, deteriorating and failing septic systems negatively impact water quality; and

WHEREAS, the 2015 Urban Septic Assessment Report identified the Velkommen Mobile Home Park is ranked as a “high to very high risk to groundwater” due to density of septic systems onsite; and

WHEREAS, the City of Tumwater received a grant from the Department of Ecology to assist with septic removal and replacement with sewer service and, because of this funding, all mobile home units now served by multiple onsite septic systems are planned to be converted to city sewer; and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, pursuant to RCW 36.70B.200, on April 15, 2025, the City Council held a duly noticed public hearing on the Agreement as required by law;

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

Section 1. Approval and Authorization. After reviewing the Agreement and considering all the testimony and information presented at the public hearing, the City Council finds that the Agreement is consistent with the criteria set forth in

RCW 36.70B.170 and approves the Agreement attached as Exhibit A hereto. The Mayor is authorized to execute the Agreement with 70th Ave LLC and to take all further and necessary action required by the Agreement.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law. Provided, however, in order to claim the benefits of the Development Agreement and acquire the rights, privileges, and authorities hereby granted, 70th Ave LLC must, within sixty (60) days of the effective date of this Resolution, file in the office of the City Clerk, its written acceptance of the Development Agreement. The failure of 70th Ave LLC to file such an acceptance shall be deemed a rejection by 70th Ave LLC and this Resolution shall be null and void.

RESOLVED this 15th day of April, 2025

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

**DEVELOPMENT AGREEMENT
BY AND BETWEEN THE CITY OF TUMWATER AND TUMWATER 70TH
AVE LLC FOR
CONVERSION OF ONSITE SEPTIC TO PUBLIC SEWER SERVICE**

This Development Agreement is made and entered into on the Effective Date by and between the City of Tumwater, a Washington municipal corporation, hereinafter the “City”, and Tumwater 70th Ave LLC, a Washington Limited Liability Company, herein after the “Developer” relating to the conversion of private onsite septic system(s) to the public wastewater utility for the Velkommen Mobile Home Park.

RECITALS

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and entities with ownership or control of real property within its jurisdiction;

WHEREAS, the City of Tumwater is a municipal corporation under the laws of the State of Washington with authority to enact laws and enter into agreements to promote the health, safety, and welfare of its residents;

WHEREAS, the City of Tumwater Housing Action Plan includes specific strategies to achieve affordable housing goals, including Strategy 1.i *Fund development projects that increase low-income housing through grants or loans*, and Strategy 1.m. *Extend public water and sewer to unserved areas to allow infill development in underdeveloped areas*;

WHEREAS, Tumwater 70th LLC owns property at Velkommen Mobile Home Park, located at 2535 70th Ave. SW, Tumwater, WA, hereinafter the “Property”;

WHEREAS, the Property provides space for thirty-nine (39) mobile home units, all of which are on septic systems and Tumwater 70th LLC wishes to install city sewer services to its tenants and remove deteriorating onsite septic systems;

WHEREAS, deteriorating and failing septic systems negatively impact water quality;

WHEREAS, the 2015 Urban Septic Assessment Report estimated that there are 989 parcels in Tumwater with septic systems and an additional 1,630 parcels within the Urban Growth Boundary;

WHEREAS, the Velkommen Mobile Home Park is ranked as a high to very high risk to Groundwater due to density of septic systems onsite;

WHEREAS, the City of Tumwater applied for and received a grant from the Department of Ecology to assist with septic removal and replacement with sewer service and, because of this funding, all mobile home units now served by multiple onsite septic systems are planned to be converted to city sewer;

WHEREAS, Agreement No. WQC-2023-Tumwat-0050 with the Department of Ecology, hereinafter the “Grant Agreement,” states the City “will create a more effective septic to sewer conversion program specifically for high-density septic systems in mobile home communities;”

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1));

WHEREAS, for the purposes of this development agreement, “development standards” include, but are not limited to, all the standards listed in RCW 36.70B.170(3);

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)) and as required by the City through the standard Development Review process;

WHEREAS, the Property is designated Manufactured Home Park (“MHP”) in the City Comprehensive Plan and Zoning maps;

WHEREAS, the purpose of the MHP designation is to ensure the development of well-planned designated manufactured home facilities and to ensure the compatibility of such facilities with adjacent existing and planned use (TMC 18.48.110);

WHEREAS, designated manufactured home parks shall be complete developments and are required to include facilities such as sanitary sewage disposal, as approved by the community development department (TMC 18.48.110(B));

WHEREAS, after a public hearing, by Resolution No. R2025-008, the City Council authorized the Mayor to sign this Development Agreement with the Developer;

NOW, THEREFORE, the parties agree as follows:

- 1. Property.** The Property, commonly known as Velkommen Mobile Home Park, is located at 2535 70th Ave SW, Tumwater, WA 98512. The Property is legally described in Exhibit 1 attached hereto and incorporated herein by reference. A survey of the Property is attached as Exhibit 2, attached hereto, and incorporated herein by reference. The Developer contemplates a minor lot line adjustment which, if approved by the City, will change the legal description and survey. Said lot line adjustment will have no impact on the contemplated work or scope of the Project.
- 2. Project.** The Project consists of the conversion of thirty-nine (39) existing mobile home units from onsite septic systems to public sewer service. Development and use of the Property will be in conformance with the Development Agreement, the Grant Agreement, the City's MHP zoning, and the Comprehensive Plan and Development Regulations as set forth in the site plans at Exhibit 3, attached hereto and incorporated herein by reference. The Project does not contemplate any improvements to the existing homes, aside from connection to public sewer. As such, no improvements are required by the City for this Project.
- 3. Exhibits.**

 - (a) Exhibit 1 – Property Legal Description
 - (b) Exhibit 2 – [Property Site Plan](#)
 - (c) Exhibit 3 - [Grant Agreement WQC-2023-Tumwat-00050](#)
- 4. Parties.**

 - (a) The “City” is the City of Tumwater, a Washington municipal corporation, having a mailing address of 555 Israel Road SW, Tumwater, WA 98501.
 - (b) The “Developer” is the Tumwater 70th Ave LLC, a limited liability company organized under the laws of the State of Washington, which owns the Property, and whose principal office is located at and has a mailing address of GP Realty Finance, Inc., 12600 SE 38th Street, #103, Bellevue, WA, 98006.
- 5. Definitions.** As used in this Development Agreement, the following terms, phrases, and words shall have the meanings and be interpreted as set forth in this Section.

 - a) “Adopting Resolution” means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

- b) “Council” means the duly elected legislative body governing the City of Tumwater.
 - c) “Design Guidelines” means the Tumwater Development Guide, as adopted by the City.
 - d) “Director” means the City’s Community Development Director.
 - e) “Effective Date” means the effective date of the Adopting Resolution.
 - f) “Existing Land Use Regulations” means the ordinances adopted by the City Council of Tumwater in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Property, including, but not limited to the Comprehensive Plan, the City’s Official Zoning Map and development standards, the Development Guide, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision and building standards. Existing Land Use Regulation does not include non-land use regulations such as taxes and impact fees.
 - g) “Project” means the anticipated development of the Subject Property, as specified in Section 2 and as provided for in all associated permits and approvals, and all incorporated exhibits.
6. **Project is a Private Undertaking.** It is agreed among the parties that the Project is a private development, and that the City has no interest therein except as authorized in the exercise of its governmental functions.
 7. **Term of Agreement.** This Development Agreement shall commence upon the Effective Date of the Adopting Resolution approving this Development Agreement and shall continue in force for a period of two (2) years unless extended or terminated as provided herein.
 8. **Grant-Eligible Project Elements.** In partnership with Developer, the City of Tumwater will use grant funding from the Department of Ecology to help offset costs for converting existing multiple septic systems that serve thirty-nine (39) existing mobile home units at the Property. The City will reimburse for all or part of the following items, dependent upon funds available and to the extent the project’s elements are eligible for grant

reimbursement from the Department of Ecology pursuant to the Grant Agreement:

- a. Septic system abandonment;
- b. Trench restoration and repaving;
- c. The purchase and installation of a manhole(s) necessary to serve the existing thirty-nine (39) units;
- d. 8-inch (or other as approved by City) gravity sewer piping;
- e. Construction to connect existing manufactured homes to public sanitary sewer;
- f. Latecomer's fee;
- g. City sewer connection fees;
- h. LOTT Capacity Development Charges;
- i. Permitting costs for each mobile home unit and site plan submission charges.

9. Developer's Responsibilities. The Developer shall be responsible for the following:

- a. Advertising, bidding, hiring, and contracting with a construction firm or firms to complete the conversion of the existing septic systems;
- b. Paying for the design, permitting, and construction costs in advance before requesting reimbursement from the City, no more frequently than quarterly. The Developer is responsible for paying prevailing wages for construction, and providing the City with an Affidavit to Pay Prevailing Wages provided herein as Exhibit 5;
- c. Removing all existing onsite septic systems, abandoning any remaining septic tanks, and decommissioning all existing drain fields related to this project according to federal, state, and local regulations.
- d. Connecting all existing thirty-nine (39) mobile home units to the City's sanitary sewer system. All costs associated with connecting any additional units beyond the thirty-nine (39) existing units contemplated by this Development Agreement on the Property will be the sole responsibility of the Developer.
- e. Providing for all future, routine, on-going maintenance costs associated with the Property.
- f. If the Developer contemplates additional units, pads, or homes beyond the existing thirty-nine (39) units to ease the administrative burden, the Developer will make every effort to separate that work from the Project contemplated by this Development Agreement.
- g. The Developer will make any contract(s) for other work as part of this Project available, upon request, to all parties for review to insure an appropriate segregation of costs.

- h. The Developer agrees that the new sanitary sewer system constructed as part of this Project is within the mobile home park located on private property and will not be dedicated to the City. Maintenance, repair, future replacement, and any new extensions of the sanitary sewer system from connection to the Main on 70th Avenue SW and within the park is the sole responsibility of Developer.
- i. Deliver to the City all appropriate documentation required for the City to complete reimbursement requests per the Grant Agreement. Appropriate documentation includes, but not limited to, all relevant invoices, change orders, documentation of work progress, and daily construction notes. Such documentation shall be sent to the City as noted in the schedule below.

Reporting Period		Reports due to City	Reports due to Ecology
Quarter 1	January 1 – March 31	April 20, 2025	April 30, 2025
Quarter 2	April 1 – June 30	July 20, 2025	July 30, 2025
Quarter 3	July 1 – September 30	October 20, 2025	October 30, 2025
Quarter 4	October 1 – December 31	January 20, 2026	January 30, 2026

- j. The Developer shall provide the City with the following documents for review by the Department of Ecology as required by the Grant Agreement:
 - i. Copies of all required permits
 - ii. Final Bid Package
- k. Prior to selecting a construction contractor by the Developer, the Developer shall provide responses to Ecology comments on the Final Bid Package, as needed, following a 15-day review period of the Final Bid Package performed by the Department of Ecology.
- l. Prior to start of construction, the Developer shall provide the City a signed and dated construction contract;
- m. During and following construction, the Developer shall provide the City:
 - i. Any Change Order(s)
 - ii. Complete Construction Completion Form
- n. Failure to provide all the abovementioned deliverables may result in the loss of grant funding and termination of this Development Agreement.

10. City Responsibilities. The City shall:

- a. Administer the Grant Agreement;

- b. Be the primary contact for the Department of Ecology and submit all deliverables on behalf of the Developer and the City;
- c. Provide Developer reimbursement for the Project to the extent the projects elements are eligible for grant reimbursement and all documentation from the Developer has been received pursuant to the Grant Agreement.
 - i. The Department of Ecology reviews the payment request(s) from the City and, if approved, provides reimbursement of eligible expenses to the City of Tumwater for 75% of the total amount requested, up to a total reimbursement amount of \$666,666.67.
 - ii. If the Department of Ecology does not provide full reimbursement (or the total grant limit of \$666,666.67 has been reached), Developer shall be notified that the reimbursement will be limited to what is approved by the Department of Ecology.
 - iii. If required by Developer's Lender in writing, City will remit reimbursements directly to Lender.
- d. In total, the City will spend no more than \$666,666.67, or such lesser amount as approved and reimbursed by Department of Ecology under the Grant Agreement, assisting Developer of eligible costs for converting their existing onsite septic system(s) to City sewer. Reduction or termination of grant reimbursements shall not constitute a breach or default under this Agreement.
- e. In accordance with the Grant Agreement with Ecology, all these funds must be spent by November 21, 2025.
- f. The City agrees to give advanced notice, preferably 30 days, to the Developer and any secured lender in the event of a potential loss and/or termination of grant funding so the Developer and lender can cure any potential items of default.

11. Construction Schedule It is anticipated that the total work will take six (6) months or less to complete.

- a. Parties recognize the Property is occupied and the contractor will need to stage the work to maintain resident ingress and egress.
- b. 70th Ave LLC and the contractor will provide the City with a construction schedule before work begins and provide regular updates to the City, once per month at a minimum.
- c. Should the schedule change, the Developer shall notify the City as soon as the change has been identified. An updated schedule shall be provided to the City upon request.

12. Vested Rights of Developer. During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the

Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented thereto by the Developer.

13. Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height and size of proposed buildings, provisions for reservation and dedication of land or payment of fees in lieu of dedication for public purposes, the construction, installation and extension of public improvements, development guidelines and standards for development of the Subject Property shall be those set forth in this Agreement, the permits and approvals identified herein, and all exhibits incorporated herein.

14. Minor Modifications. Minor modification from the exhibits attached hereto may be approved in accordance with the provisions of the City of Tumwater's code and shall not require an amendment to this Development Agreement.

15. Further Discretionary Actions. The Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA (State Environmental Policy Act, Ch. 43.21C RCW and Ch. 16.04 TMC). Nothing in this Development Agreement limits the authority or the obligation of the City of Tumwater to hold legally required public hearings or limits the discretion of the City or any of its officers or officials in complying with or applying Existing Land Use Regulations.

16. Default.

- a. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days' notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day

period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

- b. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce the City's Codes, and to obtain penalties and costs as provided in the Tumwater Municipal Code for violations of this Development Agreement and the Code.
- 17. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.
- 18. Termination.** This Agreement shall expire and/or terminate as provided below.
- a. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all the permits and/or approvals issued by the City for such development are not underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.
 - b. This Agreement shall expire and be of no further force and effect if the Developer does not construct the Project as contemplated by the permits and approvals identified in this Agreement and submits applications for development of the Property that are inconsistent with such permits and approvals.
 - c. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, whichever first occurs, and all the Developer's obligations in connection therewith are satisfied as determined by the City.
- 19. Effect upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions of any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

- 20. Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements, conditions or fees may then be established for such property pursuant to the then existing planning and zoning laws). Dependent upon the status of the project and reimbursements made to the Developer by the City, the City may seek to recover payments made to the Developer if project is not completed before termination.
- 21. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title, and interests therein to any person, firm, or corporation at any time during the term of this Agreement. The Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.
- 22. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned, or transferred to it.
- 23. Non-Enforcement not Waiver.** Failure by any party to enforce the Agreement shall not be construed as a waiver of any right to do so.
- 24. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (see, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property

during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map, or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

- 25. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee, or transferee expressly assumes the obligations under this Agreement as provided herein.
- 26. Notices.** Notices, demands, correspondence to the City and the Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 4. Notice to the City shall be to the attention of both the Water Resources & Sustainability Director and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners and Lender of record who have given the City written notice of their address for such notice. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.
- 27. Reimbursement for Agreement Expenses of the City.** The Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This Development Agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the Project, are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.
- 28. Applicable Law and Attorney's Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Thurston County Superior Court or the U.S. District Court for Western Washington.

- 29. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.
- 30. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.
- 31. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.

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

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

CITY:
CITY OF TUMWATER
555 Israel Road SW
Tumwater, WA 98501

DEVELOPER:

Debbie Sullivan, Mayor
Mayor

Name Printed:
Title:

Date: _____

Date: _____

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

STATE OF WASHINGTON)
) ss
COUNTY OF THURSTON)

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

Dated: _____

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

EXHIBIT 1: PROPERTY LEGAL DESCRIPTION

SURVEY INFORMATION

LEGAL DESCRIPTION

TPN: 31560000100

LOT 1 OF ANDERSON P.U.D DIVISION NO. 1 MOBILE HOME PARK PUD, AS RECORDED IN VOLUME 20 OF PLATS, PAGE 45; AND LOT 2 OF ANDERSON P.U.D DIVISION NO. 2 MOBILE HOME PARK PUD, AS RECORDED IN VOLUME 21 OF PLATS, PAGE 46; EXCEPT THAT PORTION CONVEYED TO THE CITY OF TUMWATER AS RECORDED MARCH 14, 2006 UNDER AUDITOR'S FILE NO. 3815093; ALSO EXCEPT ANY MOBILE OR MANUFACTURED HOME LOCATION THEREON.

SITUATE IN THURSTON COUNTY, WASHINGTON STATE.

EXHIBIT 2 – PROPERTY SITE PLAN

[EXHIBIT 3 – GRANT AGREEMENT WQC-2023-Tumwat-00050](#)

CITY OF TUMWATER CAPITAL FACILITIES PLAN WORKSHEET

CONTACT: Dan Smith
FUND: Sanitary Sewer
DEPT: Water Resources & Sustainability
PROJECT NO.
NEW: No
PRIOR:

SS-08

PROGRAM TITLE: Sewer Extension Program

PROGRAM DESCRIPTION:
 Project provides funding for extension of sewer mains to neighborhoods to facilitate onsite system conversions to sanitary sewer for protection of drinking water, public and environmental health. Project prioritization results from City evaluation and planning processes. This program is currently under consideration and has not been fully defined. Projects are shown annually, but may be combined for efficiency and workload. WRS will lead the program development; TED will lead the design and construction for identified projects.

IS PROJECT RECOMMENDED BY PLAN/POLICY? YES PLAN: 2015 General Sewer Plan PAGE# 8-2 GROWTH: 0%

FINANCIAL DATA

EXPENSES	PRIOR YRS	6YR TOTAL	2024	2025	2026	2027	2028	2029	FUTURE YEARS	GRAND TOTAL
Capital Costs:										
Planning & Design		\$ 540,000		\$ 150,000		\$ 180,000		\$ 210,000		\$ 540,000
Land & R-O-W		\$ -								\$ -
Construction		\$ 3,600,000		\$ 1,000,000		\$ 1,200,000		\$ 1,400,000		\$ 3,600,000
Equipment		\$ -								\$ -
Other		\$ -								\$ -
TOTAL EXPENSES	\$ -	\$ 4,140,000	\$ -	\$ 1,150,000	\$ -	\$ 1,380,000	\$ -	\$ 1,610,000	\$ -	\$ 4,140,000
Sources of Funds:										
General Government		\$ -								\$ -
Grants		\$ -								\$ -
Operating Income	\$ -	\$ 4,140,000		\$ 1,150,000		\$ 1,380,000		\$ 1,610,000		\$ 4,140,000
Connections	\$ -	\$ -								\$ -
Revenue Bonds		\$ -								\$ -
Other		\$ -								\$ -
TOTAL SOURCES	\$ -	\$ 4,140,000	\$ -	\$ 1,150,000	\$ -	\$ 1,380,000	\$ -	\$ 1,610,000	\$ -	\$ 4,140,000

TO: City Council
FROM: Jason Wettstein, Communications Manager
DATE: April 15, 2025
SUBJECT: Community Survey Briefing

1) Recommended Action:

There is no action from Council requested at this point. This is an informational introduction to DHM Research, the company that is conducting our Community Survey.

2) Background:

The City of Tumwater is conducting a statistically valid random survey of the community to gain a pulse on the breadth of community perspectives on strategic priorities of the people of Tumwater. We are working to produce an apolitical statistically valid survey to gain community perspective. In addition to the statistically valid random survey, the intent includes an effort to gain a community engagement component for additional comparative information. DHM has broad experience in this kind of work, and we are asking them to introduce themselves to the Council as an early step in this ongoing process that will feed into strategic planning.

3) Policy Support:

Build a Community Recognized for Quality, Compassion, and Humanity

4) Alternatives:

- This is an informational presentation. We are not requesting Council action on this matter at this time.
-

5) Fiscal Notes:

A contract has been agreed to through the City's RFP process, in accordance with previous budget provisioning for this task.

6) Attachments:

None

TO: City Council
 FROM: Lisa Parks, City Administrator
 DATE: April 15, 2025
 SUBJECT: Resolution No. R2025-009, Mitigation and Maintenance of the Davis Meeker Garry Oak

1) Recommended Action:

Adopt Resolution R2025-009, related to funding for Mitigation and Maintenance of the Davis Meeker Garry Oak.

2) Background:

The Davis Meeker Oak is a City-owned tree in the Old Highway 99 right of way adjacent to the airport. The tree is estimated to be over 400 years old.

In October of 2023 the City received a risk assessment on the Davis Meeker Garry Oak Tree from Sound Urban Forestry, LLC. That assessment found hazards with the tree and gave a recommendation for removal. A second risk assessment was obtained from Todd Prager & Associates, LLC dated February 7, 2025. That assessment found the hazard posed by the tree was less severe than originally assessed. Measures to reduce public safety risks and retain the tree have been identified.

3) Policy Support:

Strategic Priorities and Goals 2025-2026:
 Create and maintain a transportation system safe for all modes of travel.

4) Alternatives:

None

5) Fiscal Notes:

Attachment C defines a preliminary cost range of \$29,672.50 to \$49,722.50 for initial mitigation and maintenance of the Davis Meeker Oak. This range includes a contingency cost of 20% to cover unknown and inflationary factors.

6) Attachments:

- A. Resolution No. R2025-009
- B. Tree Risk Assessment for the Davis Meeker Oak, Todd Prager and Associates
- C. Preliminary Cost Estimate for Todd Prager and Associates Recommendation Option B

RESOLUTION NO. R2025-009

A RESOLUTION of the City Council of the City of Tumwater, Washington related to funding for mitigation and maintenance of the Davis Meeker Garry Oak Tree.

WHEREAS, the City received a risk assessment on the Davis Meeker Garry Oak Tree from Sound Urban Forestry, LLC on October 10, 2023, that found hazards with the tree and rated the associated risk as high and recommended the tree be removed; and

WHEREAS, the City obtained a second risk assessment from Todd Prager & Associates, LLC dated February 7, 2025, that found the hazard posed by the tree to be less severe than originally thought; and

WHEREAS, the report provided by Todd Prager & Associates, LLC identified measures that can be taken to reduce the public safety risks associated with retaining the tree; and

WHEREAS, the Mayor has requested funding to perform mitigation and maintenance activities to retain the Davis Meeker Garry Oak Tree; and

WHEREAS, it is the City Council's intent to appropriate sufficient funds to allow the Mayor to perform necessary and appropriate measures within her discretion to reduce public safety risks related to the Davis Meeker Garry Oak Tree and retain the tree in a safe condition;

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

Section 1. The City Council hereby allocates funds, up to a maximum amount of Fifty-Five Thousand Dollars (\$55,000.00), for measures including mitigation and maintenance activities as determined necessary and appropriate in the discretion of the Mayor to reduce public safety risks and retain the Davis Meeker Garry Oak Tree in a safe condition.

Section 2. The Mayor is authorized to take any and all actions necessary and proper to carry out measures including mitigation and maintenance activities to retain the tree in a safe condition within the established budget, including obtaining necessary permits and approvals and soliciting and hiring contractors.

A

Section 3. The Mayor is requested to prepare and bring back to the council a budget amendment if necessary to accommodate this allocation of funds. The Mayor is also requested to bring forth additional recommendations for long-term funding, mitigation and maintenance of the Davis Meeker Garry Oak Tree.

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

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

Section 6. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 2025.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney



Todd Prager & Associates
LLC

Tree Risk Assessment for the Davis-Meeker Oak

Date: February 7, 2025

Site Address: 7525 Old Highway 99 SE
Tumwater, Washington 98501

Prepared for: Lisa Parks, City Administrator
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Prepared by: Rick Till
ISA Board Certified Master Arborist® PN-8358B
ISA Qualified Tree Risk Assessor®

Todd Prager
ASCA Registered Consulting Arborist® #597
ISA Board Certified Master Arborist®, WE-6723B
ISA Qualified Tree Risk Assessor®

Todd Prager & Associates, LLC
601 Atwater Road • Lake Oswego, OR 97034
Phone: 971.295.4835 • Email: todd@toddprager.com • Website: toddprager.com

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Executive Summary

The City of Tumwater contracted with Todd Prager and Associates LLC to perform a Level 3 Advanced Tree Risk Assessment for the Davis-Meeker Oak, a 66-inch diameter (DBH) Oregon white oak (*Quercus garryana*) and City of Tumwater-designated heritage tree. The advanced assessment included a thorough climbing inspection of the tree, sonic tomography testing at eight locations on the main stems of the tree, and a root crown excavation. The assessment also included a review of historic site conditions. The new information was used to categorize risk using the International Society of Arboriculture's tree risk assessment process. Based on that process, all but one tree part was rated as *low* risk, and one tree part was rated as *moderate* risk during the next three-year timeframe.

For additional analysis, our firm also employed the VALID Tree Risk-Benefit Management System and TreeCalc, a tree failure and risk modeling software. The VALID system concluded that the risk to public and property is acceptable. The TreeCalc program model of the tree has a safety factor of 6.27 times the strength required to withstand normal weather conditions.

In the spring of 2023, an 18-inch-diameter branch fell from the tree from about 43 feet above the ground, landing along and within Old Highway 99. A Level 3 Advanced Tree Risk Assessment was previously completed which included aerial inspections and sonic tomography. Based on the Level 3 Assessment the tree was determined to be high risk. Mitigation alternatives were considered, but the final recommendation from the City's contracted tree professional was to remove the tree.

Based on the additional findings from this tree risk assessment, the risk mitigation options are:

- **Retain, Manage, and Monitor:** Implement up to three management alternatives which include pruning, cabling, root zone enhancement, decorative fencing/landscaping to restrict access, and ongoing monitoring. The residual risk will remain at low or low/moderate levels for each tree part with each of these tree management alternatives.
- **Tree Removal:** This option will eliminate all risk associated with the tree.

A table of pros and cons for the risk mitigation alternatives are presented in this report. In weighing the various costs and benefits, a reasonably prudent management alternative is Option B which involves:

- Tree retention;
- Reduction pruning to reduce risk of branch failure;
- Installing supplemental support to further reduce risk of branch failure and reduce likelihood of target impacts;
- Root zone management to improve soil and root zone conditions; and
- Ongoing monitoring on a five year or less interval to proactively address ongoing risks.

Background

In May 2023 an 18-inch diameter branch failed unexpectedly from the Davis-Meeker Oak, an approximately 400-year-old Oregon white oak and City of Tumwater-designated heritage tree. The tree is located on the west side of Old Highway 99 SE, just outside the shoulder of the southbound lane, as depicted in Figure 1. To the southwest of the tree is an access lane and hanger for Olympia Regional Airport. The City's contract arborist assessed the failed branch and tree soon after the failure occurred. The initial inspection of the branch found fungal mycelium on the surface of the fracture point of the branch. The presence of this fungi led to the hypothesis that a white-rot fungi on the upper attachment point of the branch contributed to the failure. The fungi was not tested to identify the species or genus of fungi present. Additional factors considered for the failure were "inclusions and end-weight."



Figure 1 Davis-Meeker Oak Location Map.

The presence of this fungi led to the hypothesis that a white-rot fungi on the upper attachment point of the branch contributed to the failure. The fungi was not tested to identify the species or genus of fungi present. Additional factors considered for the failure were "inclusions and end-weight."

A visual inspection of the lower trunk found an open decay cavity near ground level on the north/northeast¹ side and the use of a mallet to "sound" the trunk indicated interior decay to at least 6-feet above grade. Two increment core samples were taken from 3-feet above grade. The exact locations were not documented. These cores found 4-inches and 5-inches of sound wood depth respectively. The City's contract arborist had assistance in performing additional advanced assessments of the tree, including a climbing (aerial) inspection of the trunk and branches, and sonic tomography which uses sound waves to create a cross-sectional image of the trunk at the base. The aerial inspection included the use of a mallet for additional sounding the tree for decay. The climbing inspection found symptoms that were believed to be consistent with a hollow trunk along the main stem and northeastern codominant stem of the tree. The southwestern codominant stem was thought to have solid interior wood upward toward the larger scaffold branches. The sonic tomography found substantial decay at the base of the tree, but also concluded there was sufficient sound wood to support the tree at its current size. Based on the sonic tomography, aerial inspection, and sounding, the City's arborist concluded that the east stem was hollow and had an increased risk of failure. Based on concerns about the feasibility of implementing mitigation measures, the final recommendation was to remove the tree.²

Our firm was hired to perform additional advanced tree risk assessments and provide a second opinion based on the additional information. Core concerns expressed by the City of Tumwater are the risk of tree failure impacting people travelling along Old Highway 99 and concern about the history of branch failures during calm weather conditions.

¹ The cardinal directions listed in the original arborist report appear to have used Old Highway 99 as bearing for due north. As a result, the descriptions appear to shift north slightly. For example, the only open decay cavity is located on the north side of the tree, not the northeast side of the tree.

² For additional information, reference the October 10, 2023 arborist report from Sound Urban Forestry, on file with the City of Tumwater.

Assignment

The assignment of our firm for this tree risk assessment and memorandum is as follows:

1. **Data Analysis and Risk Categorization:** Analyze site and tree information collected via background research and during the site visits to determine 1) likelihood of failure, 2) likelihood of impact, 3) likelihood of failure and impact, and 4) consequences of failure for each tree part, condition of concern, and assessed target using the International Society of Arboriculture's tree risk assessment process. Based on this information, determine the overall risk rating of the tree from low, moderate, high, to extreme.
2. **Mitigation Options:** Using the risk categorization results and risk ratings for each tree part and target of concern, provide risk mitigation options to reduce risk. Risk mitigation options may include but not be limited to cabling, bracing, reduction pruning, periodic future inspection intervals, target protection, target restrictions, and soil, pest, or disease treatments. An overall residual risk rating for the tree is to be provided on a scale of low, moderate, high, to extreme based on the mitigation options. Specifications and cost estimates for mitigation options will be determined in collaboration with other professionals as needed that can complete the work.
3. **Level 3 Advanced Tree Risk Assessment Report:** Provide an arborist report as the final deliverable and include a detailed summary of the project background and history, data collection, tree and site conditions, tree parts and conditions of concern, target information, risk categorization for each tree part and target of concern, risk rating for each tree part and target of concern, mitigation options, residual risk after mitigation is applied, and specifications and cost estimates for each risk mitigation treatment. The report is to be organized in a clear and concise format, include photos and maps as supplemental exhibits, and include additional detailed data such as sonic tomography results as attachments to the report.

Limitations

Tree risk assessments are based on the tree and site conditions at the time of assessment. Any changes to the tree or site parameters merit a reassessment. Trees need to be visually re-assessed if site parameters change (i.e., nearby trees are removed, a severe weather event occurs, construction occurs within the root system, etc.). Additionally, tree risk assessments are not guarantees that a tree will not fail within the stated risk assessment time frame. Trees that appear healthy may fail from structural defects or decay that cannot be visually detected. Moreover, any tree, whether it has visible weakness or not, will fail if the forces applied exceed the strength of the tree or its parts. Additional extreme weather conditions can cause unpredictable responses from trees. The tree risk assessment process is limited to the historically normal range of weather conditions, including "normal" storm events. We cannot make reliable assessments of risk in response to extreme weather.

Risk Assessment Overview

This report applies the American National Standards Institute (ANSI) A300 standards³, the methodology from International Society of Arboriculture's (ISA) Tree Risk Assessment

³American National Standards Institute. (2017). *ANSI A300 (Part 9) - 2017 Tree Risk Assessment a. Tree Failure*. A revision of ANSI A300 (Part 9) – 2011.

Manual,⁴ and the ISA Best Management Practices: Tree Risk Assessment.⁵ Supplemental risk assessment systems are also provided for informational purposes, including the VALID Tree Risk-Benefit Management System and TreeCalc, a tree failure and risk modeling software.

The ISA uses a qualitative risk assessment methodology rather than a quantitative assessment based on numeric values. Trees are diverse, living organisms that grow and adapt to environmental conditions, including weather and the natural presence of decay fungi. The result is that forecasting risk of trees entails a substantial amount of uncertainty and variance between tree risk assessors. As the ISA Tree Risk Assessment Manual states “[i]t should be recognized that *inherent subjectivity and ambiguity* are limitations of the qualitative approach. To increase reliability and consistency of application, it is important to provide clear explanations of the terminology and significance of the ratings defined for likelihood, consequences, and risk.”⁶ Research has documented that the tree risk assessment process, while achieving substantial improvements in recent years, continues to have variance in risk rating conclusions from qualified professionals.⁷

Due to the enormous diversity of trees and the diversity of people managing trees, there is ample space for respectful and professional disagreement regarding individual tree risk assessments and management decisions. This is particularly the case when tree risk assessors are providing information to risk managers charged with making decisions about trees with a history of failures. The inherent uncertainty in forecasting future failures can make management decisions even more challenging.

The following sections describe the tree risk assessment process and key terms to guide the reader. Notably, the ISA tree risk assessment process does not factor in the benefits associated with retaining trees. This assessment provides a framework for assessing and managing risk that can be considered within the greater context of the benefits or value of the trees to the tree owner or manager. The risk from individual trees should be viewed in the context of the baseline risk posed by living amongst trees generally. Ultimately, the tree owner or manager has authority and responsibility to decide the acceptable level of risk compared to the tree benefits. The arborist can only provide risk ratings and a range of mitigation options to inform decision making.

Tree Risk Assessment Methodology

Tree risk assessment is conducted using a systematic approach to identify, analyze, and evaluate the likelihood of tree failure and impacting a target combined with an estimation of the severity of consequences. When performing a tree risk assessment, an arborist’s task is to evaluate the

⁴International Society of Arboriculture. (2017). *Tree Risk Assessment Manual* (2nd ed.) Champaign, IL: International Society of Arboriculture.

⁵Smiley E.T., Matheny N., Lilly, Sharon, L. (2017). *Best Management Practices Tree Risk Assessment* (2nd ed.). International Society of Arboriculture.

⁶International Society of Arboriculture (2017) at 7 (emphasis added).

⁷Koeser, A., Smiley, E.T. (2017). Impact of Assessor on Tree Risk Assessment Ratings and Prescribed Mitigation Measures. *Urban Forestry & Urban Greening Vol. 24*, 109-115; Klien, R.W. et al. (2023). Evaluating the Reproducibility of Tree Risk Assessment Ratings Across Commonly Used Methods. *Arboriculture & Urban Forestry 49*(6), 271–282.

condition of the tree and the context of the site, taking note of how any defects or unusual features the tree and/or the site may have or pose to the stability of the tree or parts of the tree.

From the collection of data, the arborist then uses four factors to calculate the overall risk rating: (1) the likelihood of failure, (2) the likelihood of impact, (3) the likelihood of failure and impact, and (4) the consequence of failure. The risk rating can be low, moderate, high, or extreme. According to the *ISA Tree Risk Assessment Manual*, the arborist should recommend risk mitigation for high and extreme risk trees and may recommend mitigation for low and moderate risk trees.⁸ The risk assessment findings for each factor are included in Attachment 1 as well as definitions for the applicable terms.

Site Assessment

The site assessment includes all features that can affect tree growth and stability, including local weather and wind patterns, soil types, geography, land use and development, frequency of use, and client objectives. A detailed site assessment is provided below.

Time Frame

A tree risk assessment must include a timeframe for forecasting the risk. Time frames between one and five years are typical.⁹ This serves as the timeframe for assessing the potential failure. Ongoing monitoring recommendations may vary based on the tree, the site context, and the tree manager's preferences. Generally, additional assessments are recommended on three-to-five-year intervals or after severe weather events. For easily accessible trees, annual visual inspections from the ground can be practical. Advanced assessments, including climbing inspections or sonic tomography, would not be required unless additional changes to the tree are discovered during regular monitoring.

The risk assessment timeframe was set at three years for the subject tree (note: the VALID system automatically sets a timeframe of one year).

Targets

A *target* is defined as any person, object, or service disruption within reach of a falling tree or part of a tree, that may be injured, damaged, or disrupted. If a target is within 1- to 1.5-times the height of the tree being assessed, it is typically included in a risk assessment. This parameter is based off the ISA's Basic Tree Risk Assessment process and is a good guideline when considering what property or who may be impacted by a tree or tree part failure. Depending on context, targets within a factor of 1.5-times or more the height of the assessed tree may be evaluated to address the potential for a tree to fracture and throw debris or slide down a slope after failure.

For the Davis-Meeker Oak, the primary target of concern is people occupying vehicles traveling on Old Highway 99. Additional targets of concern are the airport hanger to the southwest and people and vehicles occupying the adjacent parking areas.

⁸ ISA Tree Risk Assessment Manual, p. 132.

⁹ ISA Tree Risk Assessment Manual, Appendix 1, Using the ISA Basic Tree Risk Assessment Form.

Likelihood of failure and likelihood of impact

Likelihood of failure is the chance of a tree or tree part failing within the stated time frame of three years. Factors affecting likelihood of failure include site conditions (prior ground disturbance, loss of adjacent trees), response growth (a tree's natural strengthening to normal loads), tree health, tree species, load (wind exposure and lever forces), and any defects or decay in the tree. The likelihood of failure is predicated on historically normal weather conditions, including historically normal storms, but excluding severe or abnormal storms. Severe ice and wind storms are generally not considered historically normal weather conditions. Severe weather is normally excluded from consideration because these weather events and individual tree responses are unpredictable.

Likelihood of impact assesses that once the tree or tree part with the defect has failed, what is the likelihood of the tree or tree part impacting the target. Factors for assessing likelihood of impact include occupancy rates including how long targets are exposed to potential tree failures, location within a target zone, protection factors such as structures or other trees that may reduce potential for certain targets to be impacted, and direction of fall. For the purposes of this assessment, it is assumed that a target with occasional or rare occupancy is not occupied.

The combined likelihood of failure and impact is determined by the likelihood matrix in the ISA *Best Management Practices: Tree Risk Assessment* and ranges from unlikely, somewhat likely, likely, to very likely.

Consequences of failure

The consequence of failure is the level of damage associated with a tree or tree part failure that has struck a target of concern. Factors considered include the size of the tree or tree part, fall distance, protection factors, and target value/damage. Consequences of failure range from negligible, minor, significant, to severe.

Risk Ratings

The risk rating for each tree is determined through a risk rating matrix in the ISA *Best Management Practices: Tree Risk Assessment* that combines the likelihood of a tree failing and striking a target with the consequences of failure. The outputs for risk are low, moderate, high, and extreme.¹⁰

- **Low** – “Some trees with this level of risk may benefit from mitigation or maintenance measures, but immediate action is not usually required.”
- **Moderate** – “The tree risk assessor should recommend mitigation. The decision for mitigation and timing of treatment depends upon the tolerance of the tree owner or manager.”
- **High** – “This combination of likelihood and consequences indicates that the tree risk assessor should recommend mitigation measures be taken. The decision for mitigation and timing of treatment depends on the risk tolerance of the tree owner or risk manager.” The priority for action is lower than extreme risk trees.

¹⁰ ISA Best Management Practices: Tree Risk Assessment, p. 41.

- **Extreme** – “The tree risk assessor should recommend that mitigation measures be taken as soon as possible. In some cases, this may mean restricting access to the target zone area to avoid injury to people.”

These ratings are used, in combination with the tree owner or manager’s risk tolerance, to prioritize any actions. Mitigation options and recommendations are provided after risk ratings are established. A residual risk rating may be provided based on mitigation options provided.

Site Assessment: Land Use, Geography, and Normal Weather.

The site assessment is used to identify potential factors that may affect the likelihood of tree failure and likelihood of impacting a target.

The Davis-Meeker Oak is located within favorable habitat for Oregon white oak. The soils at the specific site are loamy fine sand or loamy sand to a depth of 60 inches, as shown in Attachment 2. These are very favorable soils for root growth and tree health. The south Puget Sound region includes notable Oregon white oak habitat and has been the subject of long-term Oregon white oak management research. Of particular interest, in western Washington the USDA Forest Service has been conducting a long-term oak management study since 2001, which provides invaluable information on managing Oregon white oaks, failure patterns, and recovery.¹¹

The Davis-Meeker Oak is located within a few feet west of Old Highway 99 adjacent to the Olympia Regional Airport. Old Highway 99 is a major transportation corridor assumed to have constant occupancy for the purposes of this tree risk assessment report. Of note, even if the occupancy rate were categorized as frequent, the likelihood of impact rating discussed below would not be altered. People within vehicles travelling along Old Highway 99 are the main target of concern evaluated within this report, though additional targets are also evaluated. The nearest building, an aviation hanger, is approximately 70 feet southwest of the tree. The surrounding landscape is a combination of airport runways, transportation and access routes, aviation hangers, associated parking, open fields, forest, and suburban development.

Normal weather conditions are documented as winds predominantly from the south and southwest with infrequent winds exceeding 20 miles per hour. Wind roses provide a graphic depiction of wind direction, speed, and frequency. Below is wind rose data from the Olympia Regional Airport from 1970 to 2024 showing the predominant wind direction and frequency of various wind speeds (Figure 2).¹² Wind speed data from the airport during recent storm events was also reviewed by our firm. This included the November 2024 bomb cyclone and a high wind event in December that cause local tree failures. During those events wind speeds were not recorded exceeding 30 miles per hour.¹³ Notably, wind speeds increase at greater altitudes, so wind speeds aloft are generally higher than the speeds measured at weather stations. As a result, taller trees are exposed to greater wind speeds. Combined with longer lever arms, taller trees are subjected to substantially greater loads on their root systems and lower trunks. The Davis-

¹¹ Slesak R.A., Brodie L.C., Harrington C.A. (2024) Continued response of Oregon oak to release treatments 20 years after initiation in western Washington, United States. *Restoration Ecology* Vol. 32, No. 4, e14130.

¹² Instruction for wind rose data available at <https://www.climate.gov/maps-data/dataset/wind-roses-charts-and-tabular-data> (Accessed October 14, 2024).

¹³ See generally <https://www.wunderground.com/history>.

Meeker Oak likely experiences higher wind speeds than those recorded at the airport, but not the substantially increased wind speeds experience by taller growing species, such as Douglas-fir (*Pseudotsuga menziesii*). Note that tree failures are not always directly tied to weather events. Tree failures may occur from other conditions such as root, branch, or trunk decay, soil failures such as landslides, root damage from construction or other root disturbances, and structural issues such as included bark (bark imbedded in a branch union), overextended branches with excessive end weight, or low live crown ratios (height of live foliage to total tree height). Trees with defects or other suboptimal conditions may be more prone to failure during various weather events. In addition, tree failures may be initiated during a weather event with the ultimate failure occurring days, weeks, or months after the initial event.

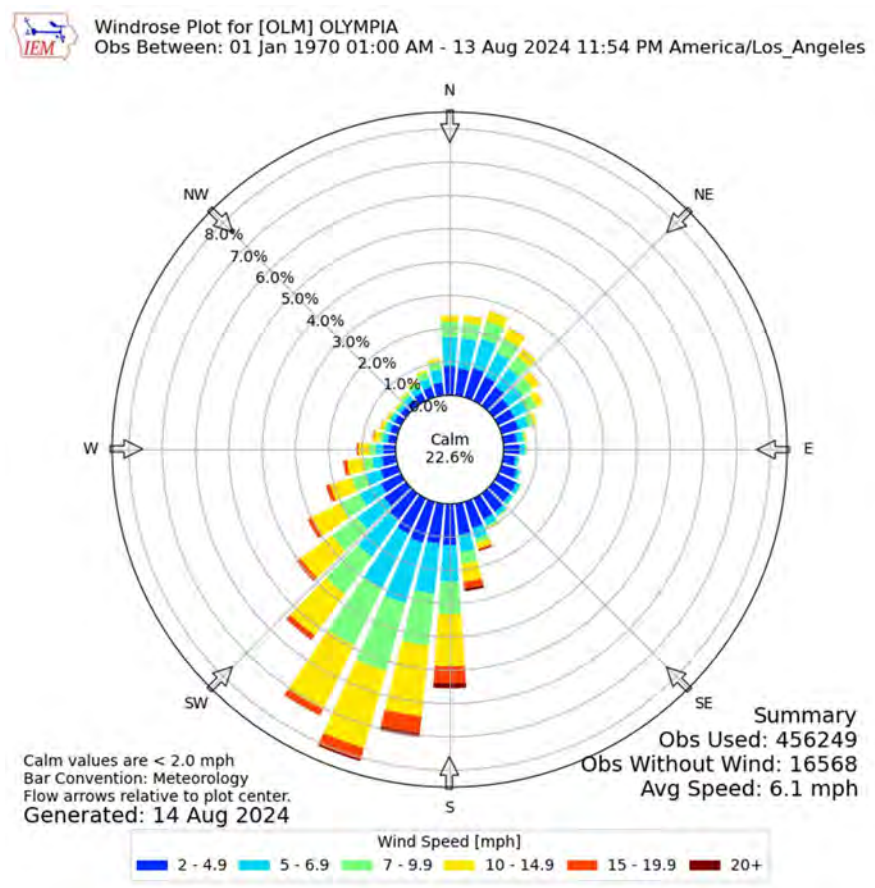


Figure 2 Wind rose for average annual wind at the Olympia Regional Airport.

Tree Observations

The primary tree inspection and measurements were performed on October 11, 2024 in conjunction with sonic tomography and the aerial climbing inspection. The root crown excavation and inspection occurred on December 13, 2024. Additional visits to photograph the tree were performed when traveling through the area as needed. Additional observations were collected by reviewing Google street view historic images to identify approximate windows of

time when changes occurred to the tree.¹⁴ The images were cross-referenced with available work orders for tree work supplied by the City of Tumwater.

Measurements

The Davis-Meeker oak was measured as 66-inches diameter at breast height (DBH, at 4.5 feet above ground level). Notably, this measurement was taken from the then-existing grade, which included at least one foot of fill. As such, the measurement may be a slight under-estimate of DBH. Tree height and crown dimensions were measured using a Nikon Forestry Pro II Laser Rangefinder/Hypsometer. The tree height was measured as approximately 85 feet and was corroborated with a measuring tape during the aerial inspection.

The crown radius varies by direction from the tree as follows

- Towards the southwest (directly toward the hanger): 57 feet.
- To the northwest: 27 to 30 feet.
- To the northeast (directly across Old Highway 99): 40 feet.
- To the southeast (parallel to Old Highway 99): 42 feet.

The mass of the crown is to the south or southwest of the central trunk. The crown is split into three stems, which are depicted in Figure 3 and Attachment 3. The approximate outline of the crown and the three primary stems are depicted in the aerial photo in Attachment 4. The main trunk forks at approximately 16 feet into a southwest and northeast stem. The southwest stem arches to the southwest toward the hanger. The northeast stem forks again at approximately 33 feet into a central stem that forms the top of the tree and a second branch system that extends to the east and southeast. The central stem has a historic decay pocket on the south side at approximately 46 feet that is used as a nesting cavity by kestrels (*Falco sparverius*). The cavity is also identifiable from a cascara (*Frangula purshiana*) sapling growing from the cavity. The east/southeast branch system forks into two branches, one extends directly over Old Highway 99 and the second extends to the south/southeast parallel to Old Highway 99.

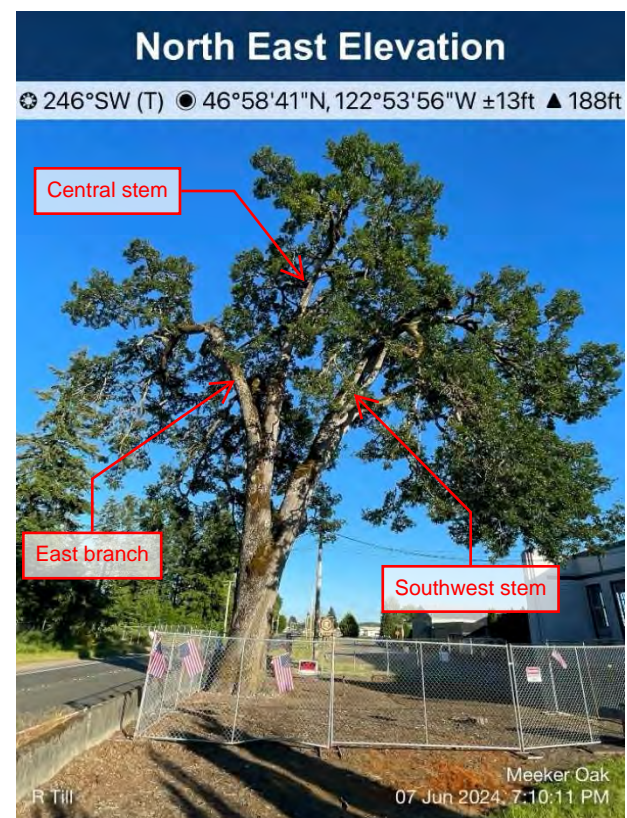


Figure 3 View of tree anatomy and crown shape.

¹⁴ Google street view historic photos include October 2008, October 2011, July 2015, August 2017, November 2018, June 2019, October 2022, May 2023, and August 2024.

In agreement with the City's prior contract arborist, the Davis-Meeker Oak visually appears to be in good health, with healthy crown density, leaf color, leave size, and internode growth. The tree visually has a fair structural condition rating based on the codominant unions with included bark and history of failures.

Sonic Tomography and Advanced Modeling

Sonic tomography readings were taken at eight locations along the trunk of the tree using an Arbotom® impulse tomograph. Sonic tomography uses sound waves to create a cross-section image of a tree to detect areas of dense and less dense (decayed) wood where the readings are taken. The Arbotom® system for our tree risk assessment uses different computer modeling and color coding than the system employed for the prior tree risk assessment. The complete sonic tomography report is included as Attachment 5. A visual summary of the sonic tomography readings referencing the approximate locations and significant trunk features is included as Attachment 3. A summary table of the sonic tomography readings and the wood strength loss findings is included as Attachment 6, which also includes a side-by-side comparison of the recent tomography and the tomography completed as part of the prior tree risk assessment.

The main conclusion from the sonic tomography is that the reading at 18 inches above ground modeled substantial decay and strength loss between 14% and 21% depending on direction of loading. The reading depicts less than 80 percent of the trunk is hollow. At the height of the measurement, a four-inch sound wall would equal an 80 percent trunk hollow. Notably, this reading is corroborated by the increment core measurements taken during the original tree risk assessment, which found sound wood at a depth of four and five inches at two locations along the lower trunk.

The reading just below the kestrel cavity, at approximately 45 feet, modeled a strength loss of between 6% and 19% depending on the direction of the load. The other six readings did not model any substantial loss of strength. The other readings along the trunks did locate less dense wood and a likely decay column in the central stem. This included a reading below the primary union, one reading on the southwest stem, and five readings on the central stem. However, the modeling did not depict a substantial loss of strength.

The sonic tomography reading at the base corroborates the sonic tomography performed during the prior assessment. The two systems employ different color coding and a different number of sensors. There is slight variation in mapping, but both models depict a comparable amount of decay and sound wood.

Additional advanced modeling was performed using TreeCalc, a proprietary tree risk modeling software. The modeling and an explanation of the theory supporting the modeling approach is described in Attachment 7, which explains why hollow trees with a large diameter and relatively short height can maintain high safety factors. The modeled safety factor based on the percentage of hollow trunk was calculated at 6.27, meaning the tree has 6.27x the minimum strength needed to support the crown during modeled conditions. This residual safety factor was the calculated result modeling of an 80 percent hollow tree. The same result was generated when modeling an 80 percent hollow tree with an additional 20 percent opening in the trunk. The sonic tomography for the Davis-Meeker Oak, as corroborated by increment core samples reported by the City's

contract arborist, is less than 80 percent hollow. Importantly, TreeCalc does not model trees with a greater than 80 percent hollow trunk. In excess of 80 percent hollow, the modeling does not accurately replicate the biomechanics of how trees fail.

Aerial Inspection and Historic Record Review

The aerial inspection included a close examination of most of the above ground tree parts. A visual summary of that inspection is included as Attachment 8. Notable findings include the following, listed from the lowest point of the aerial inspection to the highest point:

- Main codominant union at approximately 16 feet:
 - The union has included bark and an accumulation of debris that is supporting small plants.
 - Probing the inclusion with a ¼ inch metal probe encountered strong resistance, indicating intact wood between the two stems.
- Historic failure to southeast at approximately 26 feet:
 - According to Google street view, this failure occurred between October 2011 and October 2015. In October 2015 the wound shows oxidization, which would be consistent with at least one year of exposure to open air.
 - The historic failure to the southeast may have occurred during a severe ice storm that occurred in January 2012. A local Oregon white oak research project documents substantial damage to Oregon white oak in the region due to that storm event.¹⁵ In that study the mean crown damage for three study groups ranged from 21 percent to 29 percent crown damage.
 - The current condition shows robust wound wood growth and minimal signs of decay on the face of the wound.
- Second codominant union at approximately 33 feet:
 - This union has included bark and some accumulation of debris.
 - Removal of some of the debris revealed tightly included bark and a seam that transitioned into a non-included bark union.
 - Probing the inclusion with a ¼ inch metal probe encountered strong resistance, indicating intact wood between the two stems.
 - The southeastern fork of this stem splits again within two feet of the primary union. This fork appeared to not have included bark.
- May 2023 failure to northwest at approximately 44 feet:
 - Fungal mycelium was present on the top portion of the injury. A sample was taken and sent to Oregon State University for analysis, which tested positive for a *Stereum* species. That report is included as Attachment 9. *Stereum* are not considered a pathogen, the implications of which are discussed further below.
 - The failure point was adjacent to one old pruning wound with some associated decay along the left margin of the recent failure. A second pruning wound with some decay was located approximately a foot above the 2023 failure point. These injuries can lead to wood dysfunction and decay that may contribute to failures.

¹⁵ Slesak R.A., Brodie L.C., Harrington C.A. (2024) Continued response of Oregon oak to release treatments 20 years after initiation in western Washington, United States. *Restoration Ecology* Vol. 32, No. 4, e14130.

- There was substantial wound wood response along the top right margin of the wound. The amount of wound wood growth indicates either very rapid wound wood response or that the wound may have been initiated before June 2023.
- There are variations in the color of oxidation on the face of the wound, indicating a variability when the surface was exposed to air or possible dieback of adjacent wood.
- Southeast cavity at approximately 46 feet:
 - The cavity is substantially decayed. A column of decay extends up the center of the stem above and below the opening.
 - The opening has robust wound wood and favorable response growth. The bark indicates the wound wood has transitioned from new, smooth bark indicating a recent wound to furrowed mature bark indicating a very old injury and strong adaptive growth.
 - The crown mass is centered to the south/southwest away from Old Highway 99, reducing the likelihood of failure striking a vehicle on the road.
- The primary branch extending over Old Highway 99 from the union at 33 feet:
 - The branch has two substantial pruning wounds within approximately 15 feet of the attachment point, but no visible decay into heartwood. One significant pruning wound appears in Google street view images in August 2017, which would be consistent with the City’s maintenance records documenting a branch failure and pruning in March of 2017. Notably, the Olympia Airport weather station recorded wind gusts up to 36 miles per hour at 2:54 in the afternoon on March 5, 2017.¹⁶
 - There is a relatively recent branch failure, likely from 2022. Google street view shows the torn branch first appearing in October 2022. City of Tumwater records document removing of parts of the tree on July 16, 2022.



Figure 4 October 2022 view of branch over Old Highway 99.

- Notably, branches that failed or were removed in 2017 may have provided support or weather protection to the branch that failed in 2022.

¹⁶ <https://www.wunderground.com/history/daily/us/wa/tumwater/KOLM/date/2017-3-5>

- Review of weather records did not show an abnormal weather event in the immediate timeframe.
- The pruning wounds and failure point does not appear to have compromised the strength of the remaining branch. However, the entire branch system is asymmetrical, which can increase the twisting or torsion forces on the lower branch. There is healthy wound wood response and no visible decay, indicating a positive response to the injury.
- There is one piece of deadwood greater than 3 inches in diameter hanging over Old Highway 99.
- The southwest crown:
 - This southwest crown has two substantial stem failures. One failure is flushed with sprouts, the other appears to be dead but well attached.
 - According to Google street view, these failures first appear in October 2022 and not earlier than June 2019. This timeframe is consistent with the City of Tumwater records documenting tree work in July 2022.
 - Review of weather records did not show an abnormal weather event in the immediate timeframe.
 - There are multiple branch unions with codominant attachments with included bark. The area below these branches is rare occupancy, reducing the likelihood of striking a target.

Root Crown Excavation

A photographic summary of the root crown excavation is included as Attachment 10. The root crown excavation removed back filled river rock to a depth of approximately 1 to 2 feet. All rock cobbles and soil were removed from immediately adjacent to the tree and to a depth where the top of the root flare was visible. One small dead and decayed root was located. The remaining portions of the root crown and accessible roots did not show signs or symptoms of outward decay. One decay cavity that was visible at the prior ground level was assessed further. The cavity did not extend below the prior grade and was closing with robust response growth.

All buttress areas and sinuses between buttress were probed with a ¼ inch metal probe. No signs of decay were encountered, such as cavities, soft wood, or delaminating bark. The areas between buttress roots had closed around several rocks, which were pried out with tools or left in place to avoid damaging bark. The portion of the root flare near the road was not as well developed. The presence of fencing and the Jersey barrier created a partial limit to the inspection. This required manual feeling and probing with hand tools and did not result in any signs or symptoms of decay.

Overall, there were no signs or symptoms of decay and no visually apparent reason to suspect decay on the underside of any of the buttress roots or lateral roots.

Discussion

Analysis of the 2023 branch failure and implications for remaining branches

Identifying the likely cause or causes of the 2023 branch failure can assist in identifying whether similar risk factors are present in the remaining portions of the tree. Factors to consider include the presence and species of decay fungi occurring within the tree, the condition of branch

attachments, wounds (either pruning wounds or failure points) near the attachment point, and obvious signs of initial failure such as cracks.

The species of fungi can make a critical difference in diagnosing the risk of failure. Wood decay fungi fall into several categories based on the type of wood they consume. Trees are composed of wood in different conditions based on hydration and chemical composition. The outer layer is living sapwood that transmits water and nutrients to the leaves while also having the capacity to actively respond to injury and the introduction of wood decay organisms. As the sapwood ages, it eventually dies and becomes heartwood (or ripe wood). In oaks the heartwood is filled with chemicals that have a greater resistance to some decay fungi. Some fungi specialize in specific types of wood: live sapwood, dead sapwood, or heartwood. Fungi that can kill and consume live sapwood are considered *pathogenic* while fungi that can only consume dead wood are considered *saprophytic*.

The wood decay fungi that was present on the face of the 2023 failure tested positive as a *Stereum* species. *Stereum* species are considered saprophytic on sapwood, meaning they generally only feed on dead sapwood. Some species may have a limited ability to consume heartwood. Common *Stereum* includes fungi that decay dead branches while they remain in the tree. *Stereum* are not known to *cause* the death of branches but rather are a *correlation* to sapwood death and possible heartwood decay.¹⁷ Notably, there may be additional decay fungi present in the tree. However, the presence of the fungi is more likely to be the result of prior injuries or failures rather than a primary cause of the 2023 branch failure.

Historic pruning injuries adjacent to the branch attachment are likely to have contributed to a reduction in the strength of the attachment and the introduction of *Stereum* fungi (see Attachment 8, Figures 11, 12, and 13).

The branch attachment was codominant but did not have included bark. Google street view images show that the branch extended laterally a substantial distance, which would have subjected the branch to substantial level forces.

One significant concern is that the historic branch failures have occurred during calm weather conditions in spring or summer. These failures are sometimes described as summer or sudden limb drop. Unfortunately, there is no agreed upon definition of the sudden limb drop phenomenon. Some literature requires that the failure is not associated with any preexisting defect.¹⁸ In the present case, the 2023 failure appears to be associated with a previously existing defect or damage in conjunction with a long, overextended lateral branch creating substantial lever forces on the branch attachment.

¹⁷ Glaeser J.A. and Smith K.T. (no date) *Decay Fungi of Oaks and Associated Hardwoods for Western Arborists*. The Britton Fund. Pages 14–15 (early version of this publication is available at https://www.nrs.fs.usda.gov/pubs/jrnl/2010/nrs_2010_glaeser_003.pdf). Costello, L.R., Hagen B.W., Jones K.S. (2011). *Oaks in the Urban Landscape: Selection, Care and Preservation*. University of California Agriculture and Natural Resources. Page 168. See for example, TMI Fungi (<https://www.tma-fungi.co.uk/72.html>) for a description of *Stereum gausapatum*.

¹⁸ Costello L.R. (no date) *Sudden Branch Drop: A Case for Closer Inspection*. University of California Cooperative Extension.

The 2023 failure shows signs that a crack may have occurred before it ultimately failed in June 2023. Evidence of this includes:

- The presence of the *Stereum* mycelium at the top 1/3 of the wound, which would be consistent with a fungus growing into space created by a partial failure.
- Variation in the oxidization of the wound indicating exposure to the air at different times.
- The robust wound wood growth along the right side of the injury, possibly indicating that a crack had formed prior to 2023.
- Three additional substantial failures occurred in 2022 according to review of historic Google street view images. This includes two upright stems in the southwest crown and one large branch over Old Highway 99. Attachment 3 depicts the one of the upright stem failures and the failure over the road. Attachment 8, Figures 25 and 26 are photos of the aerial inspection of the failure over the road, which also show the amount of wound wood growth that helps estimate the duration since the injury. City of Tumwater work orders document tree work in July 2022. Review of weather records did not show any abnormal weather immediately preceding these failures. However, these types of failure are normally associated with extreme weather.

There remains substantial uncertainty as to the cause of the prior branch failures. The prior failures are consistent with the primary cause of most tree failures, which is severe weather. The inspection of the tree in its existing condition did not find indicators that additional failures are probable or imminent under normal weather conditions.

Central decay column

The Davis-Meeker Oak does have substantial decay at the base and likely a central column of decay extending up the central stem. According to advanced metrics and the visual assessment, it appears that the remaining sound wood is sufficient to support the tree during historically normal weather conditions.

To facilitate consideration of the hollow portions of the tree, description of relative strength of a hollow tree provided by the VALID Tree Risk-Benefit Management System is included as Attachment 7. In short, trees with large diameters can maintain robust safety margins despite being substantially hollow. To support the analysis, modeling from the TreeCalc program is included as Attachment 7. The modeling predicts that if the Davis-Meeker Oak had no decay, then it would have a safety factor of 11.16 (i.e. a multiple of 11.16 times greater strength than needed to withstand modeled loads). When the model includes hollowing the trunk to 80 percent the residual safety factor is 6.27. The sonic tomography and increment boring confirms that the tree is less than 80 percent hollow. If future decay exceeds this threshold, alternative analysis would be needed to determine whether the safety factor could be calculated.

Risk Ratings

The full risk rating analysis is included as Attachment 1. As described above, following the ISA *Best Management Practices: Tree Risk Assessment* definitions is critical to applying the system. The definitions and the risk matrices drive the risk rating outcomes. For example, if the likelihood of failure is rated as *possible*, the final rating will not be higher than *moderate* even if the likelihood of impact is high and the consequences are severe.

Based on the assessment, it is not anticipated that any tree parts would fail during historically normal weather conditions within the next three years. As a result, no tree parts met the *probable* likelihood of failure category. *Possible* likelihood of failure is when “failure may be expected in extreme weather conditions, but it is unlikely during normal weather conditions within the specified time frame.” Given the history of branch failures during ice storms, this is an appropriate rating for the probability of failure. One could argue that the tree also meets the definition of *improbable*: “the tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions within the specified time frame.” However, a possible rating appears to be more consistent with the plain language understanding of the terms.

Of the scenarios assessed, three generated *moderate* risk ratings. This included the following risks:

- The northeast branch failing and impacting an occupied vehicle on Old Highway 99.
- The southwest codominant stem failing and striking the hanger.
- The whole tree failing and striking the hanger (the risk of whole tree failure impacting a person in a vehicle on Old Highway 99 was rated as low)

Notably, the area of greatest concern is the risk to people using Old Highway 99. The risk to the public is captured best by the risk of the northeast branch system failing. Of note, the rating for whole tree failure striking a person using Old Highway 99 was rated as low while the risk to the hanger was rated as moderate. This difference is due to the likelihood of impact to people using Old Highway 99 is *medium* while the likelihood of impacting the hanger is *high*. The different categorization is based on the determination that the center of mass and higher likelihood direction of whole tree failure is to the southwest.

The risk of whole tree failure and the risk of the northeast branch failing were also run through the VALID tree risk-benefit program. This system uses International Standards Organization’s “ISO 31000 - Risk Management” and the “Tolerability of Risk Framework” (ToR) as a risk-benefit management tool. The system uses proprietary math combined with subjective assessment by a trained arborist to generate risk ratings ranging from acceptable, tolerable, not tolerable, or not acceptable. An explanation of that system and the risk ratings is included as Attachment 11. That program generated an overall *acceptable* risk rating, meaning that the risk to the public is within a range that is acceptable within the ISO risk management and ToR framework. This was in part supported by the TreeCalc program, which modeled a safety factor 6.27 based on the approximate dimensions of the tree and the extent of decay in the lower trunk.

Risk Mitigation Options

All trees pose a risk if a target is present. The tree owner or manager has ultimate authority for adopting an acceptable level of risk and prioritizing mitigation measures. All mitigation options have trade-offs between enjoying the benefits of trees and accepting some risk exposure. It is valuable to consider the range of options in the context of a baseline level of risk that is commonly accepted when living amongst trees. Nonetheless, tree risk managers do have a duty to take reasonably prudent measures to protect the public from injury.

To facilitate planning, the tree risk assessment process focuses mitigation on either target management or tree management. Risk management can be target based, such as removing targets or limiting access, or tree based, ranging from removal to pruning and cabling. Removal is also an option depending in the risk tolerance and priorities of the tree risk manager. The following risk mitigation options present the range of management decisions to mitigate the low to moderate risk rating of the subject tree parts. Option 7 (Tree Removal) would eliminate all risk. Aside from Option 7, Options 1 through 6 are reasonably prudent alternatives to removal that can be used in combination to reduce risk to low or low/moderate levels as described in the residual risk ratings for each tree part in Attachment 1. Cost estimates are provided for each risk mitigation option that involves tree work based on our experience.

1. **Basic pruning and monitoring.** Basic pruning would involve removing deadwood 2-inches and larger over target areas. This would include any deadwood over Old Highway 99 and over parking and travel corridors.
 - a. **Estimated Cost:** Excluding traffic control, the cost of limited deadwood pruning would be less than ½ day of work or approximately \$2,000.
2. **Target management.** Limiting access along Old Highway 99 is not feasible. Limiting access to space within the dripline or within 1x the height of the tree on the airport side may be feasible.
 - a. Install decorative fencing, such as split rail fencing, along the edge of asphalt in the parking area.
 - b. Remove three parking spaces to the south of the tree to mitigate the risk of whole tree failure striking a car. Restoring the soil in three parking spots would also improve available rooting habitat and support tree health.
 - c. Relocate the power service line to the hanger to a location outside the drip line of the tree.
 - d. **Estimated Cost:** Consult an engineer and contractor.
3. **Reduction pruning.** Well considered reduction pruning could reduce the risk of branch, stem, or whole tree failure. The benefits of risk reduction must be balanced against the impacts of removing photosynthetic capacity from the tree and diverting energy away from root and trunk growth to wound response. For portions of the tree that pose a greater risk, the balance may tip towards greater reduction. For portions where risk is lower, the balance may tip towards removing less material. The following pruning specifications should be considered:
 - a. **Pruning objective:** Public safety, tree health/retentional, support natural retrenchment process.
 - b. **Pruning system:** natural target pruning
 - c. **Specifications:**
 - i. All pruning should be required to comply with ANSI pruning standards and ISA best management practices for pruning. Contractor should review ANSI A300 pruning standard, Annex B-5.1, which provides a sample retrenchment pruning specification. Additional retrenchment theory guidance can be found in *Trees: A Lifespan Approach*.¹⁹

¹⁹ Dujesiefken, D, Fay N., de Groot J., de Berker N. (2016). *Trees: A Lifespan Approach*. Available at <https://www.ancienttreeforum.co.uk/wp-content/uploads/2017/04/Trees-a-lifespan-approach-Nev-Fay-et-al.pdf>

- ii. For branches over Old Highway 99, emphasize risk reduction. Target 1-inch to 3-inch diameter cuts with a maximum cut of 6-inches in diameter. Minimize live foliage removal to less than 15 to 20 percent in any single pruning cycle to the extent feasible. Do not remove crossing/self-bracing branches without addressing risk of subsequent failure. Retain crossing branches as needed.
 - iii. For the central stem, emphasize breaking apical dominance. Target 1-inch to 2-inch reduction cuts with a maximum cut size of 4-inches. Limit live foliage removal to less than 10 percent in any single pruning cycle.
 - iv. For the southwest stem, emphasize length reduction on branches with poor attachments. Target 1-inch to 4-inch reduction cuts. Limit live foliage removal to less than 10 percent of any individual branch system.
 - v. General specifications:
 1. Prune to maintain natural structure and branch architecture. Consider opening up portions of the crown to allow light penetration to support interior foliage, including epicormic growth.
 2. Do not remove interior foliage other than incidental to safe tree access.
 3. Employ heading cuts under 2-inches in diameter to growth nodes as needed. For storm damaged limbs, larger heading cuts may be appropriate to allow for crown regeneration and limit decay into main stems.
 4. Remove dead wood 2-inches and larger with the exception of the large, fractured branch in the northwest crown. Inspect the branch stub for indications of epicormic growth and stability. Consider leaving as habitat feature.
 - d. **Estimated cost:** \$5,000 to \$12,000 for one to two days of work.
 - i. Include at least one expert climber with advanced pruning skills and one aerial lift (spider lift or at least a 55-foot vertical reach bucket truck) with highly skilled pruning arborist.
 - ii. Additional costs for traffic control.
 - e. **Monitoring and ongoing maintenance costs.** City arborist to inspect tree for deadwood and response growth annually. Remove deadwood as needed. Additional pruning doses may be warranted in five-to-10-year cycles with costs potentially ranging from \$2,000 to \$10,000.
4. **Supplemental Support Systems.** Installing cables, bolts, or props is a common strategy for mitigating the risk of tree failure. The southeast stem growing directly over Old Highway 99 is the primary branch that could benefit from supplemental support. Dynamic or static cables could be installed to provide supplemental support to branch systems of concern. The following factors should be considered in cable installation:
- a. Dynamic systems are not intrusive and allow for more natural tree movement and, theoretically, allow greater natural response growth. Monitoring, maintenance, and replacement costs are higher.
 - b. Static systems require drilling and can allow for the spread of decay. The systems restrict tree movement more than a dynamic system. Long-term monitoring and maintenance costs are generally lower.

- c. Installation should follow the ANSI and ISA Best Management Practices to the extent practical. The ideal location pursuant to the best management practices would be two thirds the distance above the potential failure point being supported. However, given the architecture of the tree and location of cavities, the optimal location may substantially lower than the two thirds rule of thumb.
 - d. **Estimated cost:** \$1,200 to \$4,000, contingent on design and materials.
 - e. **Monitoring:** Annual inspection of cables from ground, aerial inspection every three to five years or as recommended by manufacturer's instructions. Replace dynamic cables as needed or within manufacturer directions. This may entail cable replacement costs of \$1,500 to \$4,000 repeating every eight years.
5. **Root zone management.** Additional soil management should be performed within the root zone.
- a. The root crown excavation left the soil grade adjacent to the tree at an acceptable level, but did not remove river cobble further from the root flare. These materials should be removed to gently slope the grade from the root crown towards the surrounding landscape. Work should be supervised by a qualified arborist to ensure work does not cause unnecessary damage to fine roots occupying shallow root areas.
 - b. The area could be planted with a native bunchgrass and wildflower mix to replicate the native Oregon white oak savannah ecosystem.
 - c. Soil testing could be conducted to determine if there are any nutrient deficiencies.
 - d. Soil density tests could be performed to determine if compaction is an issue.
 - e. **Mulching:** Installing a layer of organic mulch 2- to 4-inches thick wherever feasible will improve rooting conditions and assist with tree health and root anchoring.
 - f. **Estimated cost:** \$100 for one yard of mulch delivered to the site. Labor to spread mulch would be an estimated \$1,080; total estimated costs of \$1,180.
6. **Monitoring.** Unless otherwise stated, the tree should be monitored and a tree risk assessment completed at least every five years by a qualified arborist. In addition, a qualified consulting arborist should be contacted after storm events if movement of the soil and/or roots around the base of the trunk, or cracks in the trunks or major branches is observed or suspected to complete a tree risk assessment.
- a. **Estimated Cost:** \$800 to \$1,500 for a Level 2 basic visual tree risk assessment from the ground and a written arborist report. \$3,000 to \$6,000 or more for Level 3 advanced assessment depending on the techniques such as sonic tomography, root crown excavation, aerial inspection, etc.
7. **Tree removal.** Tree removal is a mitigation option to eliminate all risk.
- a. **Estimated Cost:** \$16,000 to \$30,000 for removal and wood processing. Traffic control not included.

To help facilitate decision making, we have prepared potential pros and cons of four different mitigation alternatives in Table 1 below. In weighing the various costs and benefits, a reasonably prudent management alternative is Option B which involves:

- Tree retention;
- Reduction pruning to reduce risk of branch failure;

- Installing supplemental support to further reduce risk of branch failure and reduce likelihood of target impacts;
- Root zone management to improve soil and root zone conditions; and
- Ongoing monitoring on a five year or less interval to proactively address ongoing risks.

However, as stated previously, the tree owner or manager has ultimate authority for adopting an acceptable level of risk and selecting mitigation measures.

Risk Management Alternatives (note: numbers correlate to mitigation options 1 through 7)	Pros	Cons
A. Basic Prune (1) / Root Zone Management (5) / Monitor (6)	<ul style="list-style-type: none"> • Retains historic tree • Low initial cost • Limits removal of live foliage, retains tree vitality, maximizes response growth • Potential to improve tree root health 	<ul style="list-style-type: none"> • May require greater ongoing investment and redundant costs with reduction pruning or removal • No substantial change in risk of live branch failure. • Does not anticipate and proactively prune tree to address changes resulting from recent failures
B. Reduction Prune (3) / Supplemental Support (4) / Root Zone Management (5) / Monitor (6)	<ul style="list-style-type: none"> • Retains historic tree • Moderate initial cost • Uncertainty for ongoing costs, but potential to be lowest cost option over the long-term if retaining the tree • Potential to substantially reduce risk of branch failures • Monitoring may be limited to inspections from ground in conjunction with periodic aerial inspection of cable • Cabling decision can be deferred until after pruning and development of a final cabling plan 	<ul style="list-style-type: none"> • Removes live foliage and temporarily reduces photosynthetic capacity which can cause tree to go into decline • Uncertainty for ongoing costs, but potential to be highest cost option if tree goes into decline or additional failures occur necessitating removal • Residual risk may remain moderate • Requires ongoing monitoring and some uncertainty for maintenance schedule • Selection of supplemental support system (static and intrusive versus dynamic and non-intrusive) has separate pros and cons, such as more frequent aerial inspections

Risk Management Alternatives (note: numbers correlate to mitigation options 1 through 7)	Pros	Cons
C. Target Management (2) / Reduction Prune (3) / Supplemental Support (4) / Root Zone Management (5) / Monitor (6)	<ul style="list-style-type: none"> • Retains historic tree • Moderate initial cost • Potential to substantially reduce risk of branch failures • Monitoring may be limited to inspections from ground in conjunction with periodic aerial inspection of cable • Cabling decision can be deferred until after pruning and development of a final cabling plan • Reduces risk of target impacting parked cars, power service line, and people visiting the tree • Restoring the soil in three parking spots would also improve available rooting habitat and support tree health. 	<ul style="list-style-type: none"> • City does not have direct control to make changes in the target zone such as installing fencing and removing parking spaces • Does not address risk zone of greatest concern, Old Highway 99 • Removes live foliage and temporarily reduces photosynthetic capacity which can cause tree to go into decline • Likely the highest cost among the tree retention options when factoring in costs of fence installation and parking space removals • Residual risk may remain moderate • Requires ongoing monitoring and some uncertainty for maintenance schedule • Selection of supplemental support system (static and intrusive versus dynamic and non-intrusive) has separate pros and cons, such as more frequent aerial inspections
D. Removal (7)	<ul style="list-style-type: none"> • One time cost • Eliminates all risk 	<ul style="list-style-type: none"> • Loss of historic tree • High initial cost associated with tree removal

Conclusion

The additional assessments of the Davis-Meeker Oak included a thorough climbing inspection, sonic tomography on eight locations along the trunk, and a root crown excavation. The ISA visual tree risk assessment process concluded that the highest rated risk is *moderate* for a branch failure in normal weather striking an occupied vehicle causing severe consequences.

Based on the additional findings from this tree risk assessment, the risk mitigation options are:

- **Retain, Manage, and Monitor:** Implement up to three management alternatives which include pruning, cabling, root zone enhancement, decorative fencing/landscaping to restrict access, and ongoing monitoring. The residual risk will remain at low or low/moderate levels for each tree part with each of these tree management alternatives.
- **Tree Removal:** This option will eliminate all risk associated with the tree.

A table of pros and cons for the risk mitigation alternatives are presented in this report. In weighing the various costs and benefits, a reasonably prudent management alternative is Option B which involves:

- Tree retention;

- Reduction pruning to reduce risk of branch failure;
- Installing supplemental support to further reduce risk of branch failure and reduce likelihood of target impacts;
- Root zone management to improve soil and root zone conditions; and
- Ongoing monitoring on a five year or less interval to proactively address ongoing risks.

Please contact Todd Prager if you have any questions about the information provided in this report.

Sincerely,



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ASCA Tree & Plant Appraisal Qualified
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971-295-4835

Enclosures:

- Attachment 1 – Tree Risk Assessment Matrices Overview
- Attachment 2 – NRCS Soil Map and Soil Types
- Attachment 3 – Visual Summary of Sonic Tomography Report
- Attachment 4 – Aerial Photograph with Crown Map
- Attachment 5 – Sonic Tomography Report
- Attachment 6 – Table of Sonic Tomography Readings and Comparison to Tree Solutions
- Attachment 7 – TreeCalc Evaluation
- Attachment 8 – Aerial Inspection Summary and Photos
- Attachment 9 – OSU Plant Clinic Report
- Attachment 10 – Root Crown Excavation Summary and Photos
- Attachment 11 – VALID Tree Risk-Benefit Strategy and Ratings
- Attachment 12 – Assumptions and Limiting Conditions



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Attachment 1 - Tree Risk Assessment Matrices Overview
Davis-Meeker Oak, Tumwater, Washington
Based on assessments that occurred in October and December 2024

Common Name	Scientific Name	DBH ¹ (in)	C-Rad ² (ft)	Height	Condition ³	Structure ³	Tree Part Assessed	Target ⁴	Direction to Target	Distance (ft)	Likelihood of Failure ⁵	Likelihood of Impact ⁶	Combined likelihood of failure and impact ⁷	Consequence of Failure ⁸	Risk Rating ⁹	Comments	Risk Mitigation Action Options	Residual Risk After Mitigation
Oregon white oak	<i>Quercus garryana</i>	66	27' to northwest, 40' to northeast, 42' to southeast, 57' to southwest	85	good	fair	whole tree	Old HWY 99 - people	NE	3	possible	medium	unlikely	severe	low	higher probability direction of whole tree failure is away from road, which reduced likelihood of impact and overall risk rating	root zone management to maintain/improve tree vitality, crown reduction	low
								Hanger	SW	71	possible	high	somewhat likely	significant/severe	moderate	constraint occupancy and higher probability direction of failure. Both significant and severe consequences generate moderate risk rating		
								Parking area - vehicles	SW and NW	60 to 75	possible	medium	unlikely	significant	low	reduced occupancy rate reduces likelihood of impact		
								parked area - people	NW, W, S, SE	40	possible	low	unlikely	severe	low	low occupancy rate reduces likelihood of impacting a person		
							first order codominant stem to NE (road side)	Old HWY 99 - people	NE	3	improbable	high	unlikely	severe	low	likelihood of failure is rated as <i>improbable</i> due to reduced crown on NE stem and absence of substantial decay above and below the union; increasing the rating to <i>possible</i> would increase risk rating to <i>moderate</i>	reducing the crown, primarily the branch over the road, and cabling	low
							first order codominant stem to SW (hanger side)	hanger	SW	71	possible	high	somewhat likely	significant	moderate	likelihood of failure compared to NE stem is greater due to larger crown; both significant and severe consequences of failure generate moderate risk rating	reducing the SW crown and cabling, relocate electric service drop	low
								parking area - vehicles	SW and NW	60 to 75	possible	medium	unlikely	significant	low	likelihood of impact rated as medi		
								parking area - people	NW, W, S, SE	40	possible	low	unlikely	severe	low			
							second order codominant stems to NE/E	Old HWY 99 - people	NE/E	3	possible	high	somewhat likely	severe	moderate	likelihood of failure is rated as primarily due to indications of included bark and risk of ice storm failure	reduction pruning and/or cabling could reduce likelihood of failure to improbable	low/moderate
							second order codominant stems to SW	hanger	SW	71	possible	low	unlikely	minor	low	hanger at edge of area of potential impact, impact to power line minor (excluding risk of a line induced fire to hanger)	Relocate power service line beyond drip line of tree; reduction pruning	low
								parking area - vehicles	SW and NW	60 to 75	possible	very low	unlikely	significant	low	parking areas are located outside drip line of tree		
								parking area - people	NW, W, S, SE	40	possible	very low	unlikely	severe	low	occupancy rate within drip line of tree is very low		
							central stem above kestrel cavity	Old HWY 99 - people	NE	3	possible	medium	unlikely	severe	low	crown weight is to SW and protection factors from lower limbs reduce likelihood of impact which reduces overall risk	limited reduction pruning to lower lever force, but maintain stem vitality by retaining as much foliage as possible	low
								hanger	SW	71	possible	very low	unlikely	minor	low	hanger beyond 1x of failure point		
								parking area - vehicles	SW and NW	60 to 75	possible	very low	unlikely	significant	low	parking areas are located beyond likely impact area, protection factors reduce likelihood of impact		
								parking area - people	NW, W, S, SE	40	possible	very low	unlikely	severe	low	occupancy rate within drip line of tree is very low		



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Attachment 1 - Tree Risk Assessment Matrices Overview
Davis-Meeker Oak, Tumwater, Washington
Based on assessments that occurred in October and December 2024

<p>¹ DBH is the trunk diameter in inches measured at 4.5 feet above ground level per International Society of Arboriculture (ISA) standards. Please note that trees with ivy may have an inflated DBH.</p>																													
<p>² C-Rad is the approximate crown radius in feet.</p>																													
<p>³ Condition and Structure ratings range from dead, very poor, poor, fair, to good. Condition is a rating of tree health and structure is a rating of tree anatomy and defects.</p>																													
<p>⁴ A target is defined as any person, object, or service disruption within reach of a falling tree or part of a tree, that may be injured, damaged, or disrupted. If a target is within one times the height of the tree being assessed, it is typically included in a risk assessment. Depending on context, the height may be multiplied by a factor of 1.5 or more to address the potential for a tree to fracture and throw debris or slide down a slope after a failure.</p> <p>Target assessment includes analysis of static targets (houses), movable targets (benches), and mobile targets (people or cars). Assessing mobile targets should include an evaluation of the <i>occupancy rate</i>, or the amount of time people or other targets occupy a space where a tree may fail. Occupancy rate can be <i>constant</i>, <i>frequent</i>, <i>occasional</i>, or <i>rare</i>. Buildings and permanent structures have constant occupancy rate whereas people using streets, driveways, yards, and playgrounds may have rare to frequent occupancy. Very busy roads can be classified as having constant occupancy. Generally speaking, the lower the occupancy rate the lower the likelihood of being struck by a tree and the lower the risk rating.</p> <p>Target assessment also includes an evaluation of <i>protection factors</i>, such as whether structures or other trees may prevent the tree from impacting the target. For example, a group of trees may protect a house from the worst consequences of a tree failure. Or a house may protect people in the house from direct physical harm, although not necessarily psychological harm, from a tree falling on the house.</p>																													
<p>⁵ Likelihood of failure is categorized in one of four levels: <i>Improbable</i> – “the tree or tree part is not likely to fail during normal weather conditions and may not fail in extreme weather conditions within the specified time frame.” <i>Possible</i> – “failure may be expected in extreme weather conditions, but it is unlikely during normal weather conditions within the specified time frame.” <i>Probable</i> – “failure may be expected under normal weather conditions within the specified time frame.” <i>Imminent</i> – “failure has started or is most likely to occur in the near future, even if there is no significant wind or increased load. The imminent category overrides the stated time frame.” ISA Tree Risk Assessment Manual, p. 124.</p>																													
<p>⁶ Likelihood of impact is categorized at four levels: <i>Very low</i> – “the chance of the failed tree or tree part impacting the specified target is remote.” <i>Low</i> – “there is a slight chance of the failed tree or tree part will impact the target.” <i>Medium</i> – “the failed tree or tree part could impact the target but is not expected to do so.” <i>High</i> – “the failed tree or tree part is likely to impact the target.” ISA Tree Risk Assessment Manual, p. 42, 126.</p>																													
<p>⁷ The combined likelihood of failure and impact is calculated by the TRAQ matrix: Matrix 1. Likelihood matrix.</p> <table border="1"> <thead> <tr> <th rowspan="2">Likelihood of Failure</th> <th colspan="4">Likelihood of Impact</th> </tr> <tr> <th>Very low</th> <th>Low</th> <th>Medium</th> <th>High</th> </tr> </thead> <tbody> <tr> <td>Imminent</td> <td>Unlikely</td> <td>Somewhat likely</td> <td>Likely</td> <td>Very likely</td> </tr> <tr> <td>Probable</td> <td>Unlikely</td> <td>Unlikely</td> <td>Somewhat likely</td> <td>Likely</td> </tr> <tr> <td>Possible</td> <td>Unlikely</td> <td>Unlikely</td> <td>Unlikely</td> <td>Somewhat likely</td> </tr> <tr> <td>Improbable</td> <td>Unlikely</td> <td>Unlikely</td> <td>Unlikely</td> <td>Unlikely</td> </tr> </tbody> </table>	Likelihood of Failure	Likelihood of Impact				Very low	Low	Medium	High	Imminent	Unlikely	Somewhat likely	Likely	Very likely	Probable	Unlikely	Unlikely	Somewhat likely	Likely	Possible	Unlikely	Unlikely	Unlikely	Somewhat likely	Improbable	Unlikely	Unlikely	Unlikely	Unlikely
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<p>⁸ Consequences of failure are categorized at four levels: <i>Negligible</i> – “No personal injury, low-value property damage, or disruptions that can be replaced or repaired.” <i>Minor</i> – “minor personal injury, low- to moderate-value property damage, or small disruption of activities.” <i>Significant</i> – “substantial personal injury, moderate- to high-value property damage, or considerable disruption of activities.” <i>Severe</i> – “serious personal injury or death, high-value property damage, or major disruption of important activities.” ISA Tree Risk Assessment Manual, p. 43, 129–130.</p>																													
<p>⁹ The risk rating are categorized by four levels and are determined by the risk rating matrix: <i>Low</i> – “Mitigation is generally not required. Mitigation or maintenance measures may be desired for some trees, because it is sometimes possible to reduce risk even further at very low cost, but the priority for action is low.” <i>Moderate</i> – “The tree risk assessor may recommend mitigation and/or retaining or monitoring. The decision for mitigation and timing of treatment depends on the risk tolerance of the tree owner or manager. In populations of trees, moderate-risk trees represent a lower priority than high- or extreme-risk trees.” <i>High</i> – “This combination of likelihood and consequences indicates that the tree risk assessor should recommend mitigation measures be taken. The decision for mitigation and timing of treatment depends on the risk tolerance of the tree owner or risk manager.” The priority for action is lower than severe risk trees. <i>Extreme</i> – “The tree risk assessor should recommend that mitigation measures be taken as soon as possible. In some cases, this may mean recommending or implementing immediate restriction of access to the target zone area to avoid injury to people ISA Tree Risk Assessment Manual, p. 132.</p> <p>Matrix 2. Risk rating matrix.</p> <table border="1"> <thead> <tr> <th rowspan="2">Likelihood of Failure & Impact</th> <th colspan="4">Consequences of Failure</th> </tr> <tr> <th>Negligible</th> <th>Minor</th> <th>Significant</th> <th>Severe</th> </tr> </thead> <tbody> <tr> <td>Very likely</td> <td>Low</td> <td>Moderate</td> <td>High</td> <td>Extreme</td> </tr> <tr> <td>Likely</td> <td>Low</td> <td>Moderate</td> <td>High</td> <td>High</td> </tr> <tr> <td>Somewhat likely</td> <td>Low</td> <td>Low</td> <td>Moderate</td> <td>Moderate</td> </tr> <tr> <td>Unlikely</td> <td>Low</td> <td>Low</td> <td>Low</td> <td>Low</td> </tr> </tbody> </table>	Likelihood of Failure & Impact	Consequences of Failure				Negligible	Minor	Significant	Severe	Very likely	Low	Moderate	High	Extreme	Likely	Low	Moderate	High	High	Somewhat likely	Low	Low	Moderate	Moderate	Unlikely	Low	Low	Low	Low
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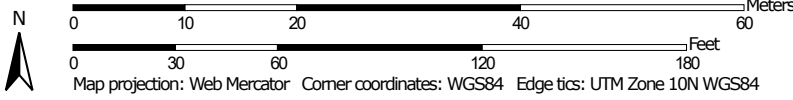
Attachment 2 NRCS Soil Map and Soil Types

Soil Map—Thurston County Area, Washington
(Davis-Meeker Oak Soil Type)



Soil Map may not be valid at this scale.


Map Scale: 1:676 if printed on A landscape (11" x 8.5") sheet.




Soil Map—Thurston County Area, Washington
(Davis-Meeker Oak Soil Type)


MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)




















Soils







 Soil Map Unit Polygons

 Soil Map Unit Lines


 Soil Map Unit Points

Special Point Features






-  Blowout
-  Borrow Pit
-  Clay Spot
-  Closed Depression
-  Gravel Pit
-  Gravelly Spot
-  Landfill
-  Lava Flow
-  Marsh or swamp
-  Mine or Quarry
-  Miscellaneous Water
-  Perennial Water
-  Rock Outcrop
-  Saline Spot
-  Sandy Spot
-  Severely Eroded Spot
-  Sinkhole
-  Slide or Slip
-  Sodic Spot

-  Spoil Area
-  Stony Spot
-  Very Stony Spot
-  Wet Spot
-  Other
-  Special Line Features


Water Features

 Streams and Canals

Transportation

-  Rails
-  Interstate Highways
-  US Routes
-  Major Roads
-  Local Roads

Background

 Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Thurston County Area, Washington
Survey Area Data: Version 18, Aug 27, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 26, 2023—Aug 14, 2023

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
73	Nisqually loamy fine sand, 0 to 3 percent slopes	0.8	100.0%
Totals for Area of Interest		0.8	100.0%

Map Unit Description: Nisqually loamy fine sand, 0 to 3 percent slopes---Thurston County Area, Washington

Thurston County Area, Washington

73—Nisqually loamy fine sand, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 2ndc8
Elevation: 160 to 1,310 feet
Mean annual precipitation: 40 to 60 inches
Mean annual air temperature: 50 degrees F
Frost-free period: 150 to 200 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Nisqually and similar soils: 85 percent
Minor components: 5 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Nisqually

Setting

Landform: Terraces
Parent material: Sandy glacial outwash

Typical profile

H1 - 0 to 5 inches: loamy fine sand
H2 - 5 to 31 inches: loamy fine sand
H3 - 31 to 60 inches: loamy sand

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Somewhat excessively drained
Capacity of the most limiting layer to transmit water (Ksat): High (1.98 to 5.95 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Available water supply, 0 to 60 inches: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3s
Hydrologic Soil Group: A
Ecological site: R002XA006WA - Puget Lowlands Prairie
Forage suitability group: Droughty Soils (G002XS401WA)
Other vegetative classification: Droughty Soils (G002XS401WA)
Hydric soil rating: No

Minor Components

Yelm

Percent of map unit: 3 percent

Map Unit Description: Nisqually loamy fine sand, 0 to 3 percent slopes---Thurston County
Area, Washington

Hydric soil rating: No

Norma

Percent of map unit: 2 percent

Landform: Depressions

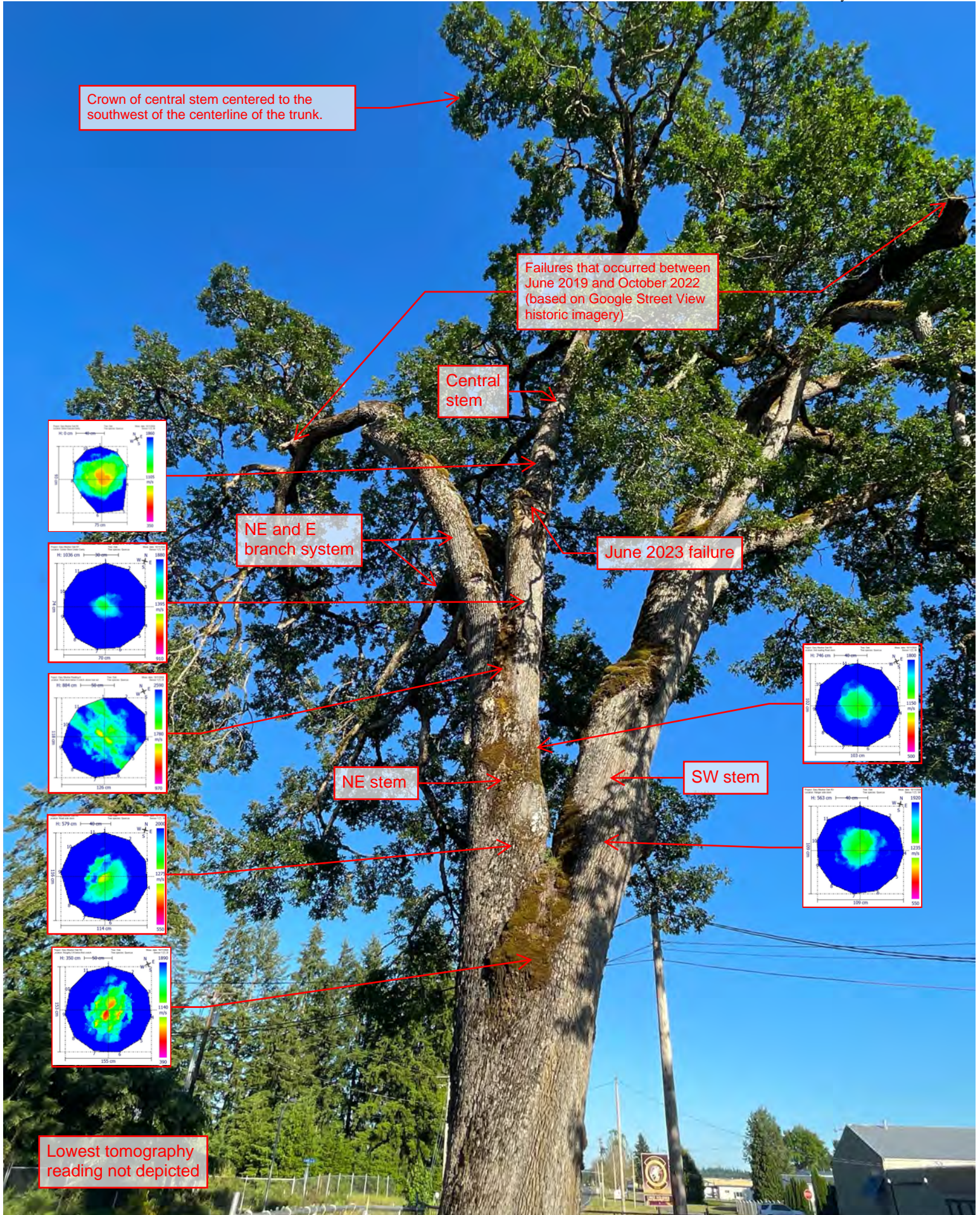
Other vegetative classification: Wet Soils (G002XS101WA)

Hydric soil rating: Yes

Data Source Information

Soil Survey Area: Thurston County Area, Washington

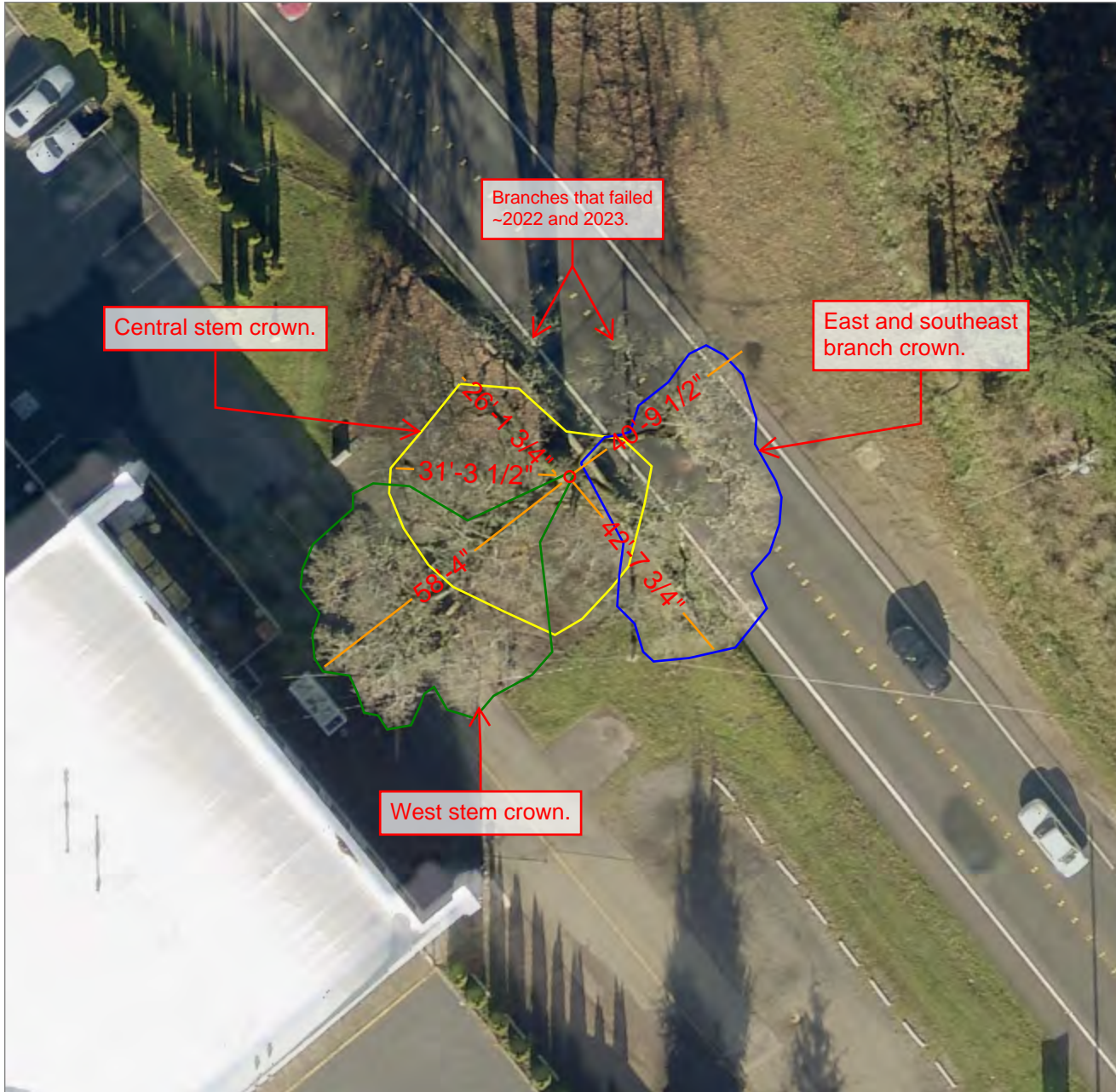
Survey Area Data: Version 18, Aug 27, 2024



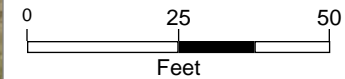
Arrow locations are approximate. Refer to sonic tomography report for specific heights for each measurement. Orientation of images does not necessarily match orientation of tree in the photo.

Davis-Meeker Oak (2020)

Legend



Scale 1: 557



Map Created Using GeoData Public Website
Published: 10/16/2024

Note:



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Arbotom Report: Sonic tomography using non-destructive stress-wave sensors.

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Arborists cannot detect every condition that could possibly lead to the structural failure of trees. Trees are living organisms that fail in ways that we do not fully understand. Conditions are often hidden within trees or below ground. Arborists cannot guarantee that a tree will be healthy or safe under all circumstances, or for a specified period of time. Likewise, remedial treatments, like any medicine, cannot be guaranteed. Even healthy trees with little to no observable defect or disease can begin to fail when wind speeds exceed average high annual wind speeds, and under snow and ice loads; such events cannot be managed or predicted.

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The graphs in this report are based on tests using the Arbotom impulse tomograph. The Arbotom works on the principle of stress wave timing, which the software transfers into impulse velocities. Impulse velocities within wood are highly correlated with the density of the wood and can therefore be used to gain information on wood quality. Dense wood transmits stress waves better than wood that is damaged by decay or cracks. This wood will show as blue on the following graphs. Subsequently lower velocities through the wood correspond with yellow, red, and purple and indicate an area where there is decay, compromised wood, or an area where stress waves were required to travel around a crack. Cracks and fissures may show as lower velocities due to stress waves traveling around the crack (Stress waves take a longer path through the wood resulting in longer runtimes). This means that wood on either side of the crack may be sound, but reads as compromised due to longer travel times of stress waves resulting in lower velocities.

The following is an explanation of the strength loss in this report:

Stability of trees, and especially their strength, is not only affected by wood quality, but also by its geometrical form. Compared to a circular cross-section form, an elliptical cross-section can bear different loads, depending on the direction of force. You can compare this to a board which can bear a higher load on its narrow side than on its broad side.

Internal decay reduces the cross-sectional area of the trunk or branch, and therefore reduces the moment of resistance. If the decay reaches 50% of the radius, the resulting bending stress is hardly affected. At 30% residual wall thickness, the stress of the outer fibers will be raised by almost one third. At 10% residual wall thickness, the stress reaches 3 times the amount appearing in the sound trunk at the same load. In trees with non-circular cross-sections, the calculation becomes even more complex. It must be mentioned that we are talking here about relative changes only. The absolute bending stress can only be calculated if the bending moment, thus the amount and height of wind load is known. In the practice of tree assessment, the trunk form, as well as the precise form and location of decay must be known to evaluate the hazard safety.

(The ARBOTOM® Mechanic Graph is based on this concept. It enables the assessment and visual presentation of the relative moment of resistance for trees with any cross-sectional geometry. Decayed areas are taken into consideration as well as the different tension and compression strength of wood (the compression strength is half the tension strength of wood in average).

The ARBOTOM software presents the moment of resistance as a graph for all wind directions. The value at 0° corresponds to the wind from the opposite direction (180°). If the curve bends out at a certain position, the moment of resistance reaches its minimum at this point. The red indicates the precise direction:

- Geometric moment W_g** : without consideration of internal decay and other damages shows as a green line
- Weighted moment W_w** : with consideration of internal decay and other damages shows as a red line
- Relation moment**: Residual moment of resistance (W_w/W_g), a measure for the remaining bending resistance of the trunk/branch under consideration. A reduction of values to the 50% line means that the tree has lost 50% of its ability to resist wind loads shows as a blue line.

The following report contains sonic tomography results on one Oak

Location:
7529 Old Hwy 99 SE
Tumwater, WA 98501

The following pictures and tests were taken on: 10.11.24

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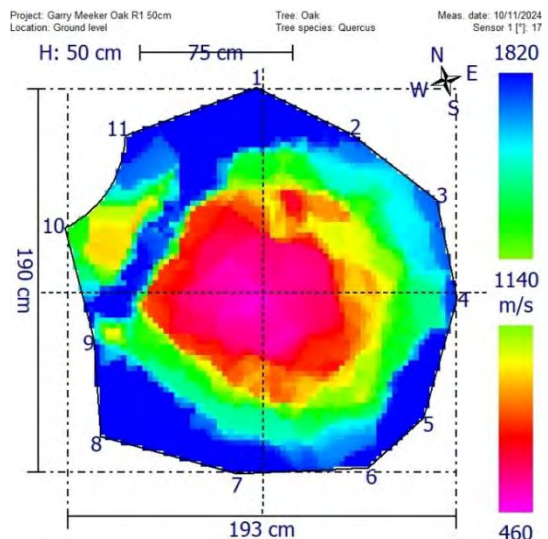
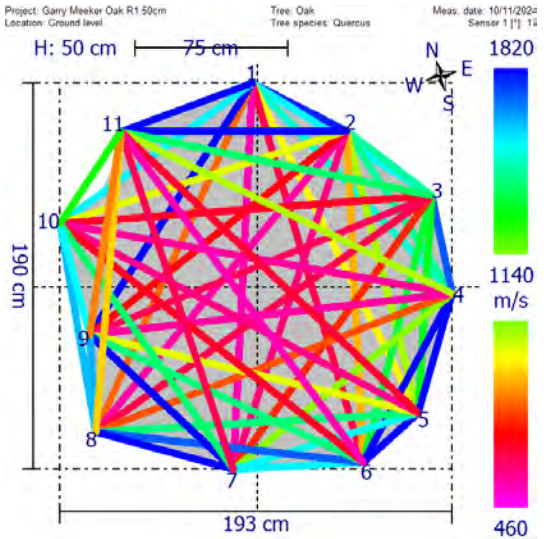
Reading 8 / 1381cm..... 19

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Color Codes Explained:

The colors in the graphs are directly related to the density of the wood, and the velocity that the sound is moving at that point. The higher the velocity, the more dense the wood is. The lower the velocity, the less dense the wood. Intermediate numbers indicate wood that is still holding wood, and structurally maintaining strength, but at a lower capacity than the highest

The lines on the left graph indicate the velocity between two sensors. The graph on the right extrapolates the line graph, and fills in the gaps. Sound is having to take a longer path around the red area to get from one sensor to another, and that decreases the velocity.

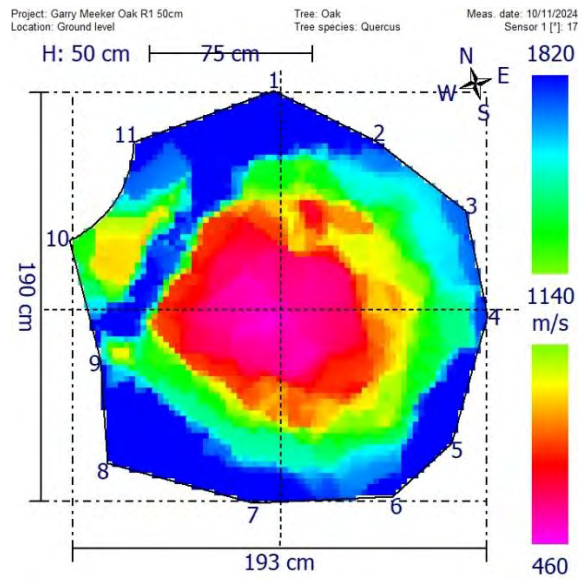


Oak – Reading 1- 50cm

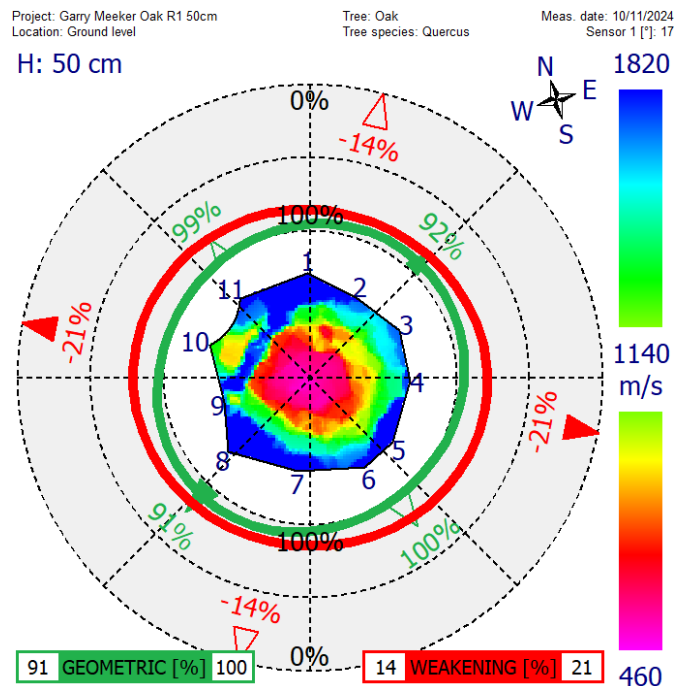
Below are pictures and the resulting graphs of the first reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree.



Below are graphs of the tree at 50cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is significant compromised wood throughout the stem. The wood decay fungi that is affecting this tree has created a significant amount of compromised wood.



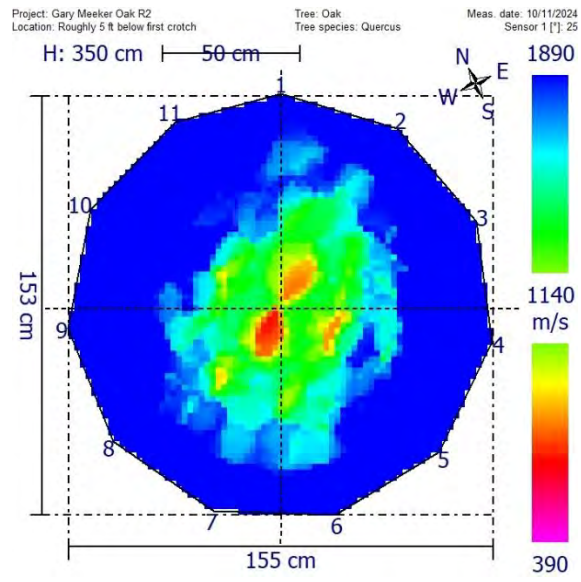
At this level there is between 14% and 21% strength loss depending on direction.

Oak – Reading 2- 350cm

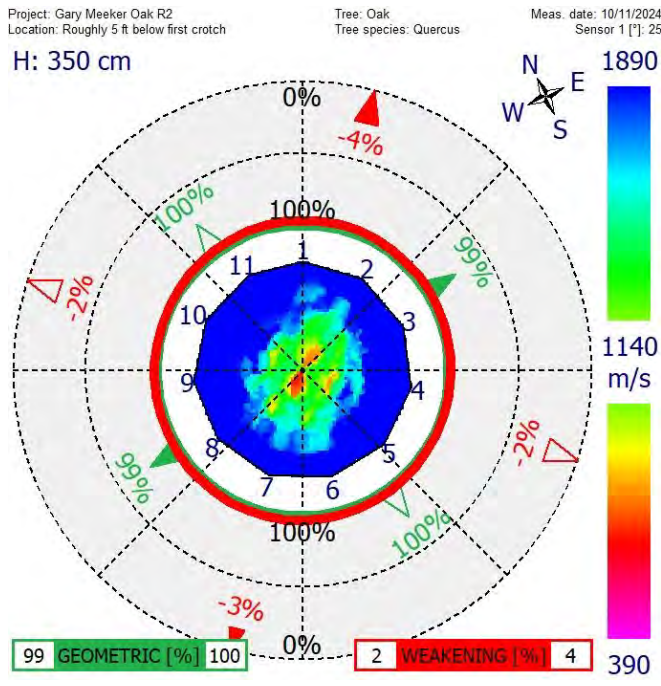
Below are pictures and the resulting graphs of the second reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. Reading two was taken below the first primary crotch.



Below are graphs of the tree at 350cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is a small amount of compromised wood in the center of the stem. The green indicates where the co-dominant inclusion is causing a weak attachment point.



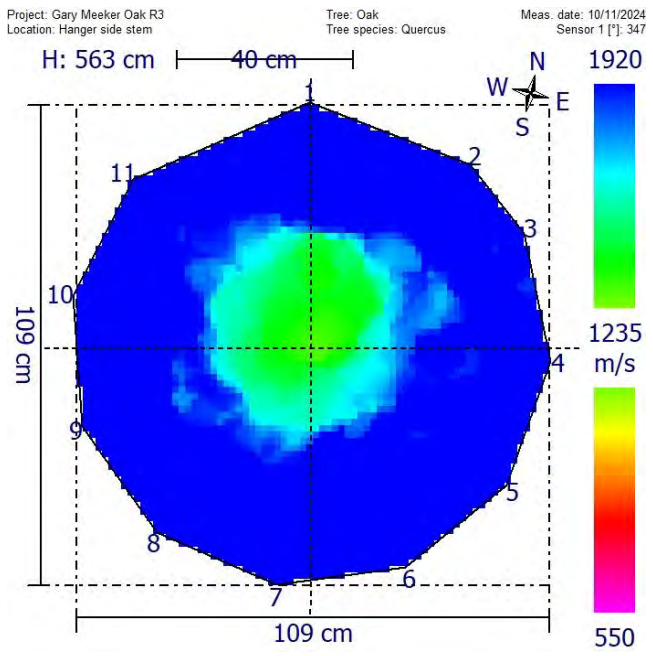
At this level there is between 2% and 4% strength loss. This is low strength loss.

Oak – Reading 3- 563cm

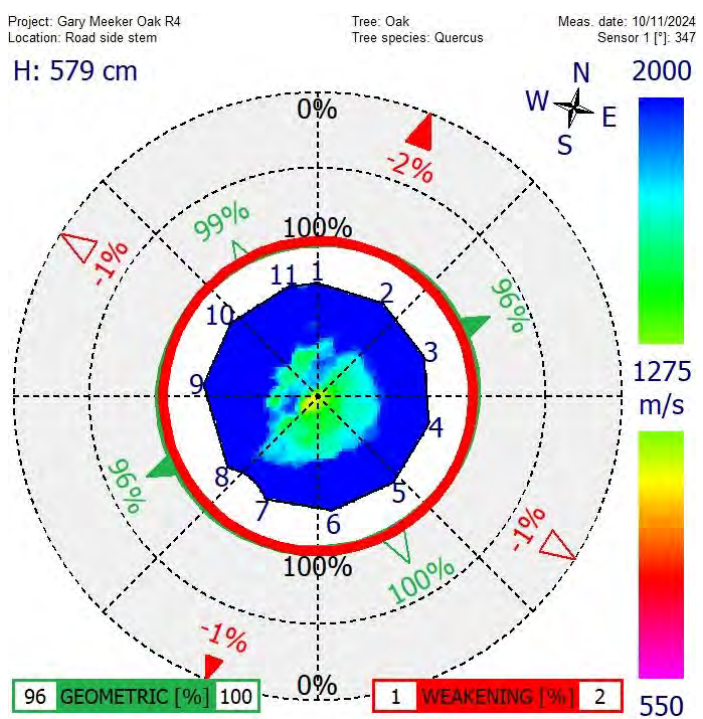
Below are pictures and the resulting graphs of the third reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. This reading was taken on the SW stem, just above the first crotch.



Below are graphs of the tree at 536cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is no sign of compromised wood.



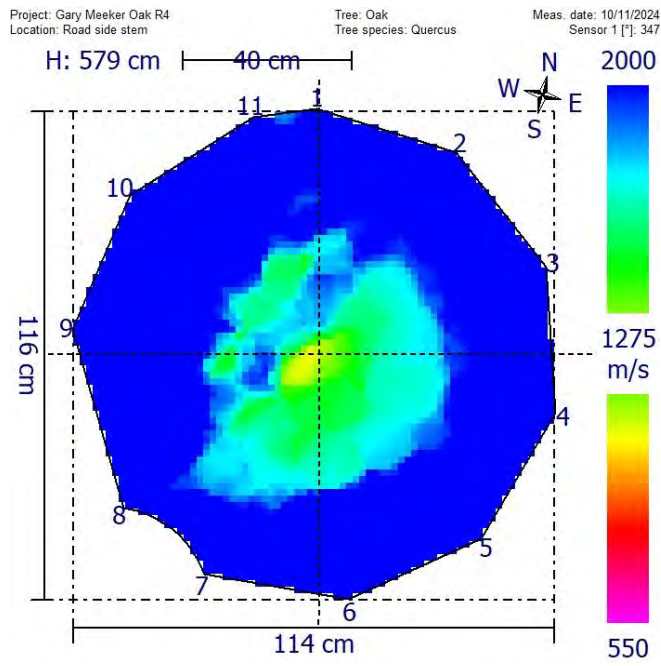
At this level there is between 1% and 2% strength loss. This is minimal strength loss.

Oak – Reading 4- 579cm

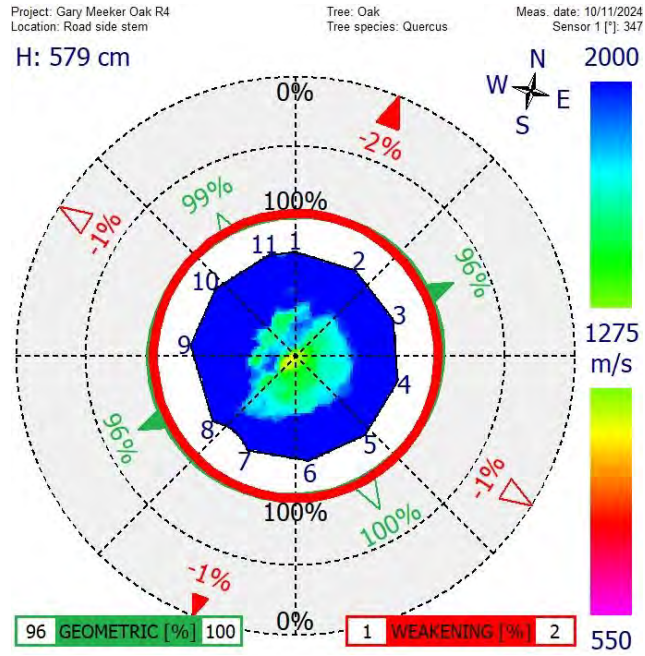
Below are pictures and the resulting graphs of the fourth reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. This reading was taken on the northern stem roughly one foot above the crotch.



Below are graphs of the tree at 579cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is no sign of compromised wood.



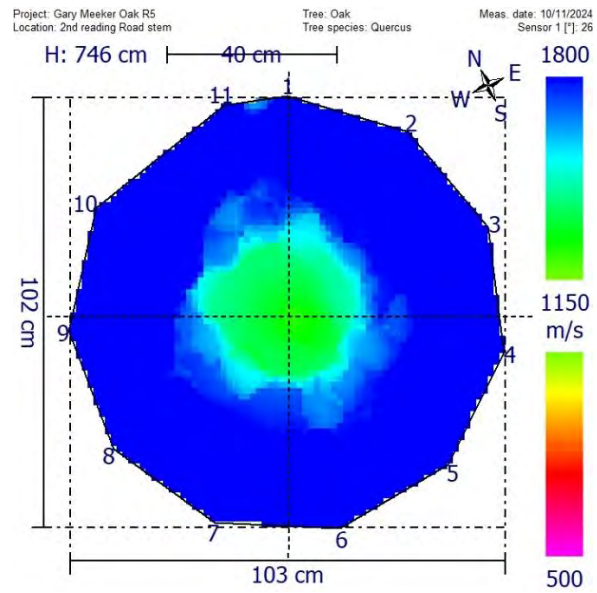
At this level there is between 1% and 2% strength loss. This is minimal strength loss.

Oak – Reading 5- 746cm

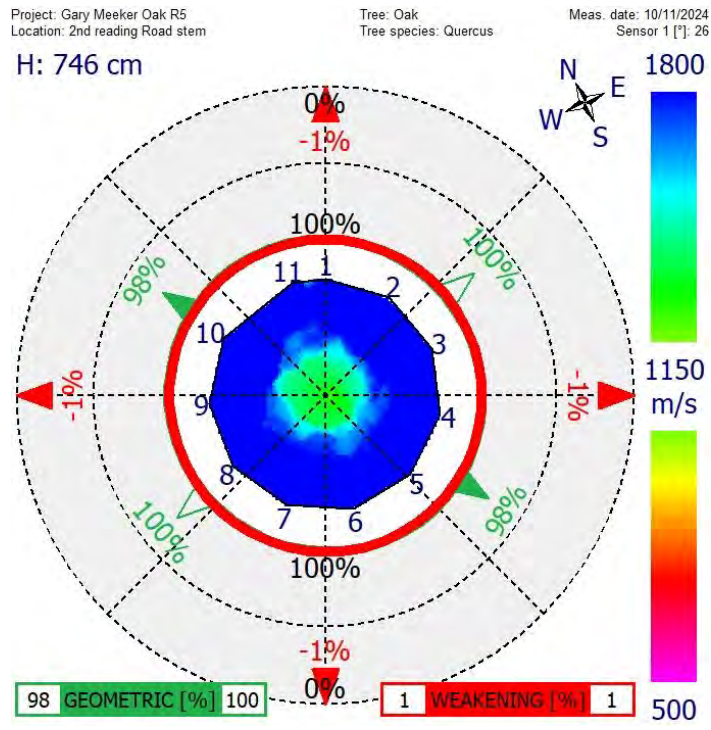
Below are pictures and the resulting graphs of the fifth reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. This reading was taken on the northern stem placed just below the tear out on the NE side.



Below are graphs of the tree at 746cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there are no signs of compromised wood.



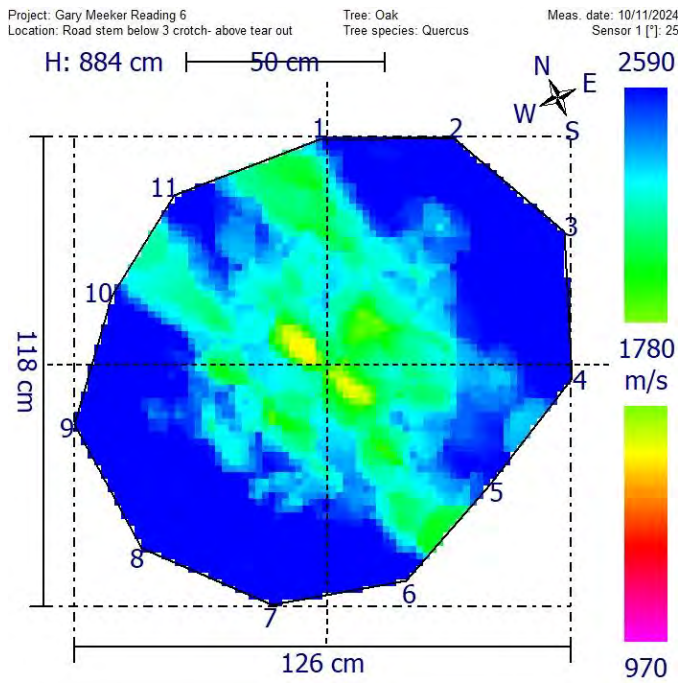
At this level there is less than 2% strength loss. This is minimal strength loss.

Oak – Reading 6- 884cm

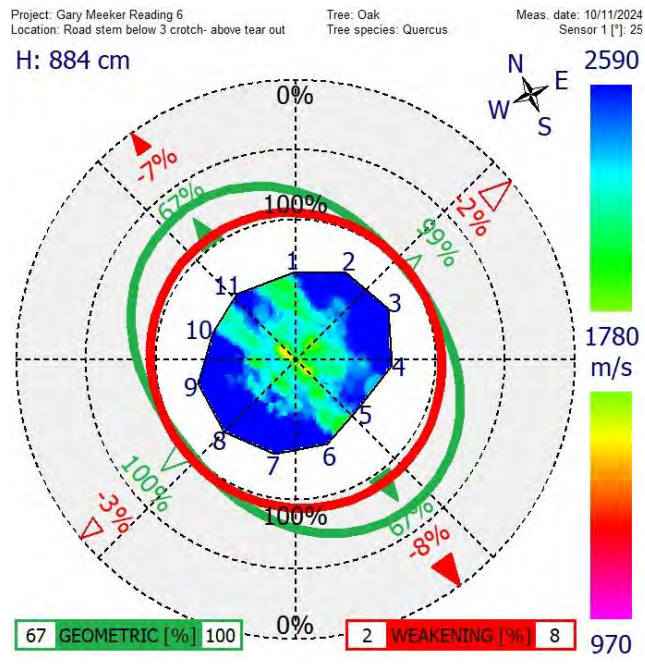
Below are pictures and the resulting graphs of the sixth reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. This reading was taken below the second crotch on the northern leader, just above the tear out on the NE side.



Below are graphs of the tree at 884cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is included bark throughout the center of the stem, where the three stems connect.



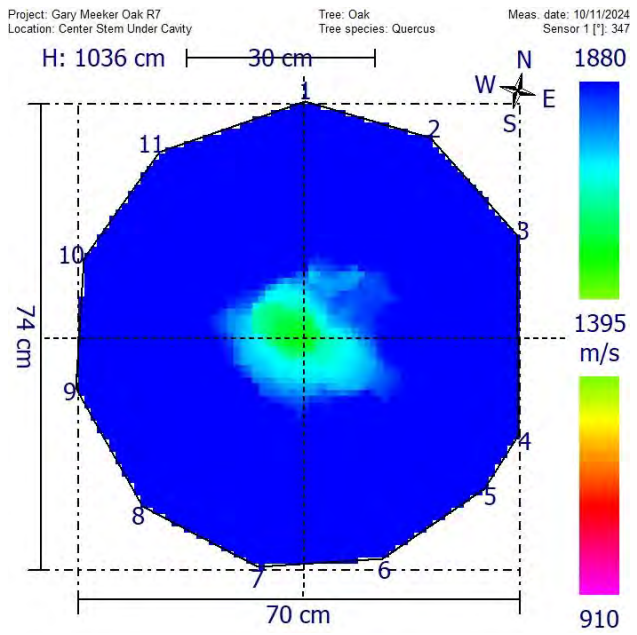
At this level there is between 2% and 8% strength loss. This is minimal strength loss.

Oak – Reading 7- 1036cm

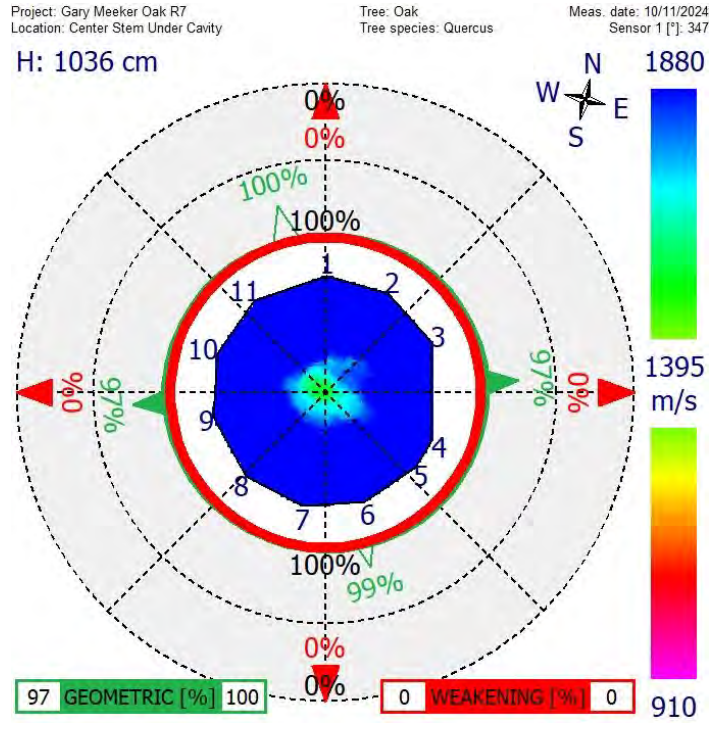
Below are pictures and the resulting graphs of the seventh reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. This reading was taken on the northern stem, just above the 3 stemmed crotch.



Below are graphs of the tree at 1036cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is no sign of compromised wood.



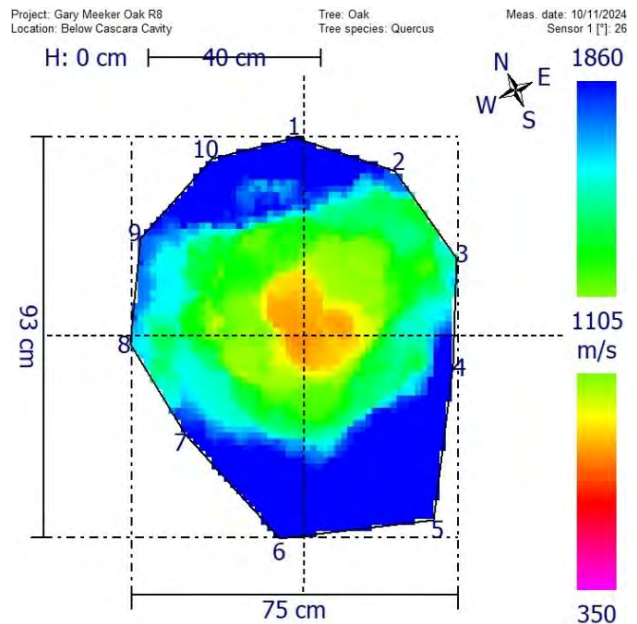
At this level there is no strength loss.

Oak – Reading 8- 1381cm

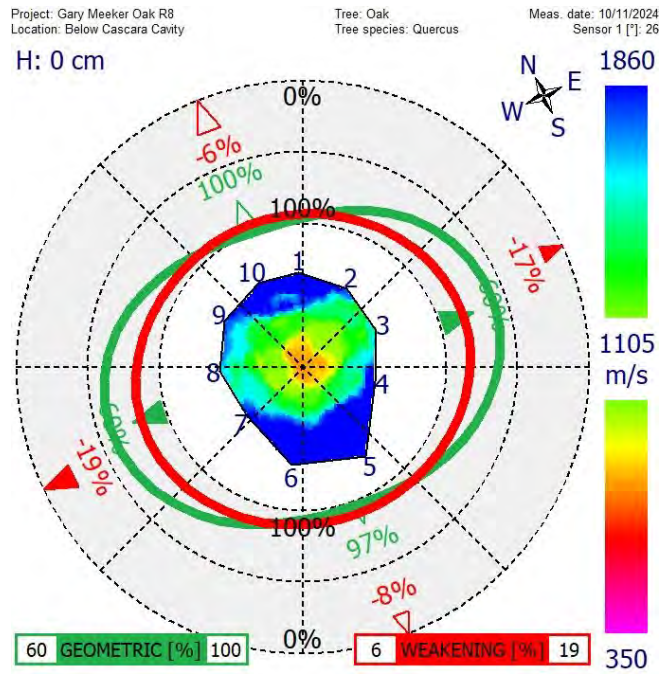
Below are pictures and the resulting graphs of the eighth reading taken on this tree. Eleven sensors were used to take this reading. Sensor number one was placed on the north side of the tree. Sensors were placed in locations to best represent the shape of the tree. This reading was taken on the northern stem, just below the topmost tear out.



Below are graphs of the tree at 1381 cm. These graphs show the cellular connectivity through the stem. The blue indicates a higher velocity of sound through the wood. Red indicates a lower velocity, which is related to less dense wood due to cracks or decay.



At this level there is less dense wood in the center of the stem. The center yellow spot indicates where the cavity above extends too.



At this level there is between 6% and 19% strength loss. This is minimal strength loss.

Discussion

This tree was tested at eight different levels to try and focus on the weakest possible locations. Reading number one is the only location with substantial compromised wood.

Please let me know if you have any questions regarding the results of this report.

Thank you.

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360.980.1536
Garrett@newdayarborist.com
ISA Certified Arborist PN-8037A
ISA Tree Risk Assessment Qualified
WA Contractors Lic: NEWDADA871PP
Or CCB: #201733



Attachment 6
Table of Sonic Tomography Readings and Comparison to Tree Solutions

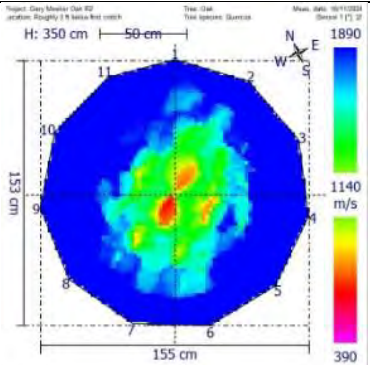
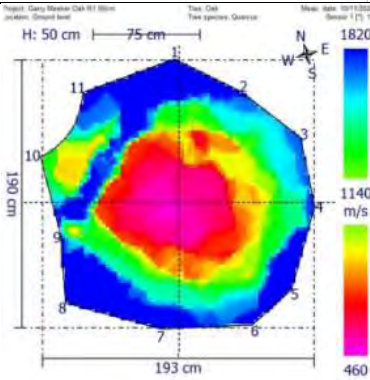
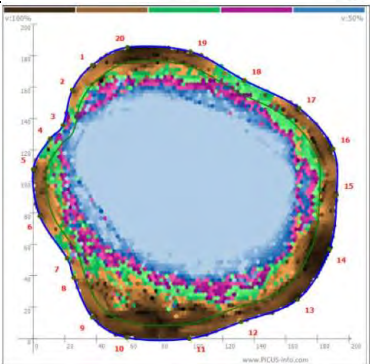
Reading No.	Height	Location Description	Tomography Reading	Narrative Results
8	1381 cm/ 45.3 ft	Stem 1, below kestrel nest, above 2023 failure		<p>At this level there is less dense wood in the center of the stem. The center yellow spot indicates where the cavity above extends too.</p> <p>At this level there is between 6% and 19% strength loss. This is minimal strength loss.</p>
7	1036 cm/ 33 ft	Stem 1, above 2 nd codominant stem.		<p>At this level there is no sign of compromised wood.</p> <p>At this level there is no strength loss.</p>
6	884 cm/ 29 ft	Stem 1, below 2 nd codominant union, above SE branch failure (Jan. 2012)		<p>At this level there is likely included bark within the center of the stem, where the codominant stems connect.</p> <p>At this level there is between 2% and 8% strength loss. This is minimal strength loss.</p>

Attachment 6

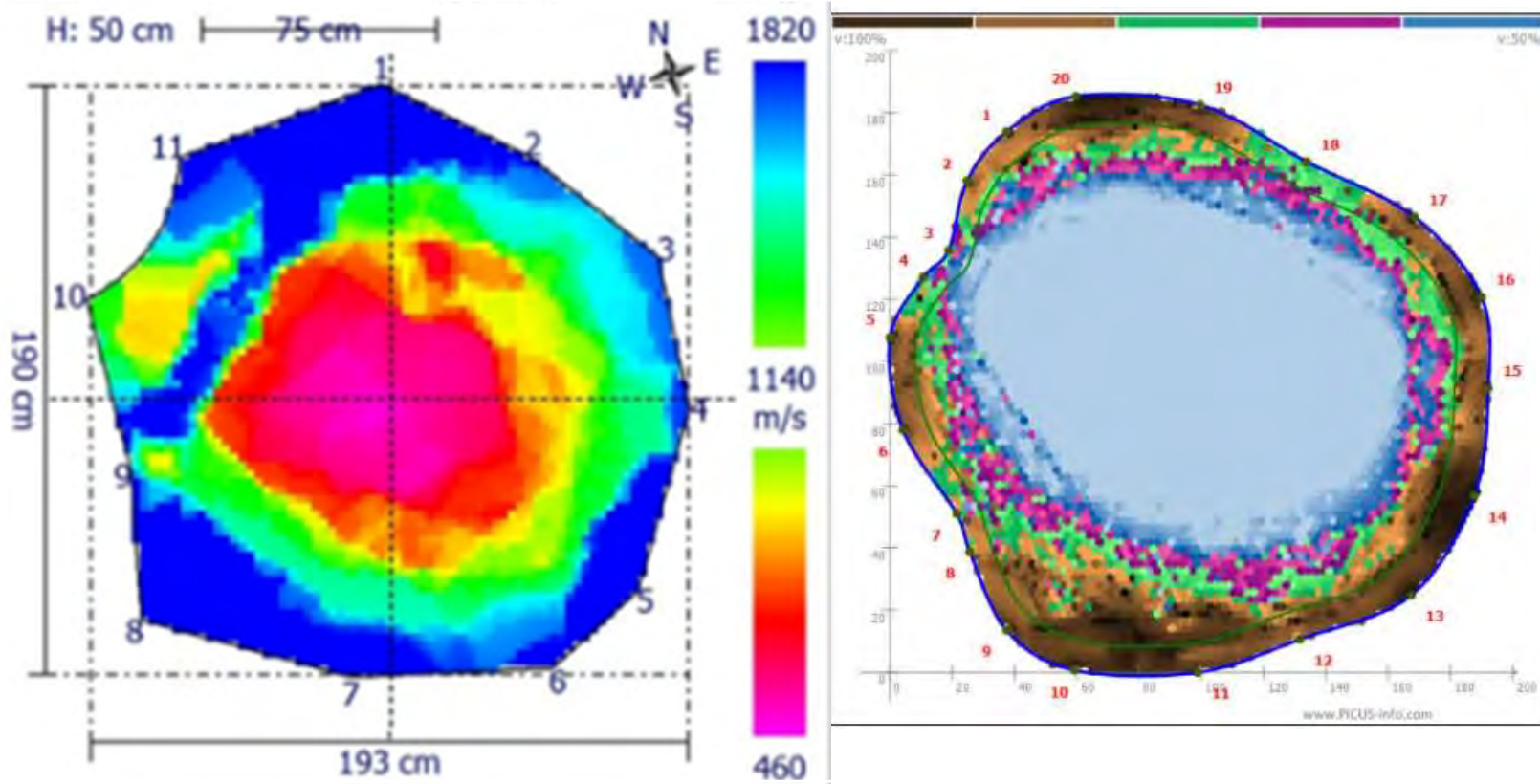
Table of Sonic Tomography Readings and Comparison to Tree Solutions

<p>5</p>	<p>746 cm/ 24.5 ft</p>	<p>Stem 1, below SE branch failure (Jan. 2012)</p>		<p>At this level there are no signs of compromised wood.</p> <p>At this level there is less than 2% strength loss. This is minimal strength loss.</p>
<p>4</p>	<p>579 cm/ 19 ft</p>	<p>Stem 1, above 1st codominant union.</p>		<p>At this level there is no sign of compromised wood.</p> <p>At this level there is between 1% and 2% strength loss. This is minimal strength loss.</p>
<p>3</p>	<p>563 cm/ 18.5 ft</p>	<p>Stem 2, above 1st codominant union.</p>		<p>At this level there is no sign of compromised wood.</p> <p>At this level there is between 1% and 2% strength loss. This is minimal strength loss.</p>

Attachment 6
Table of Sonic Tomography Readings and Comparison to Tree Solutions

<p>2</p> <p>350 cm/ 11.5 ft</p>	<p>Main stem below codominant union.</p>		<p>At this level there is a small amount of compromised wood in the center of the stem. The green indicates where the co-dominant inclusion is potentially reducing the strength of the attachment point.</p> <p>At this level there is between 2% and 4% strength loss. This is low strength loss.</p>
<p>1</p> <p>50 cm/ 1.6 ft</p>	<p>Main stem near ground level.</p>		<p>At this level there is significant compromised wood throughout the stem. A wood decay fungi has created a significant amount of compromised wood and hollow trunk.</p> <p>At this level there is between 14% and 21% strength loss depending on direction.</p>
<p>1</p> <p>50 cm/ 1.6 ft</p>	<p>Main stem near ground level.</p>		<p>Tree Solutions sonic tomography reading. Conclusion was that there is sufficient wood to support existing tree. The sonic tomography strength limit appears to have been set at approximately 80 percent hollow, or approximately 4-inches (10 cm) of sound wood based on the tree's diameter at the measurement point.</p>

Attachment 6 Table of Sonic Tomography Readings and Comparison to Tree Solutions



Side-by-side comparison of the 2024 sonic tomography reading using the Arbotom® system and the 2023 sonic tomography using the PiCUS system

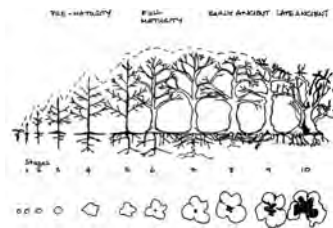
What is a tree's Safety Factor?



1 Think Safety Factor, not Strength Loss

- 1 A tree's Safety Factor (SF) is a measure of its strength for a known wind load. A SF of 2 means the tree is x2 stronger than it needs to be.
- 2 Advanced Assessments on these trees calculate their SFs at 1.0m above ground. The early mature tree (left) is 17m high with a stem diameter of 60cm. It has a Height/Diameter (H/D) ratio of 28, and a Basic Safety Factor (BSF) of 2. The late mature tree (right) is 20m high with a stem diameter of 120cm. It has an H/D ratio of 17, and a BSF of 10. Your clue the late mature tree has a much higher BSF than the early mature tree is it has a much lower H/D ratio.
- 3 Our early mature tree has no decay. It's lost no strength. So, the Residual Safety Factor (RSF) 2 is the same as its BSF 2. Our late mature tree has extensive decay, is 80% hollow, with an open cavity. It's lost 60% of its strength. This tree has a BSF of 10, and a RSF of 4 (60% loss = 10 to 4). Even though the late mature tree has lost 60% of its strength from decay. With a RSF of 4, it's twice as strong as the early mature tree (RSF 2) with no decay. Which tree most concerns an Arborist?

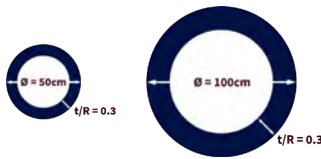
1.1 Investing in Basic Safety Factor



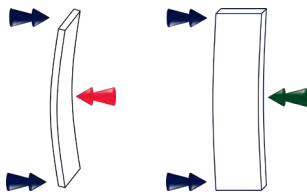
- 4 A tree's BSF changes during its life. Once a tree gets to its mature phase, crown height and spread don't change significantly. So, there's little change in wind load. Meanwhile, the stem diameter and BSF increase as the tree grows older. A tree with a high BSF can afford a lot of strength loss from decay. With **VALID**, when you carry out a Detailed Assessment on a late mature tree, that hosts significant decay, and has a low H/D ratio. You'd colour **A for Anatomy** 'green' in your Likelihood of Failure decision. As well as being green, A for Anatomy usually has the greatest influence on **Likelihood of Failure**, and is your 'base rate' colour.

1.2 Section Modulus - why it's so important

Which stem is stiffer and stronger?

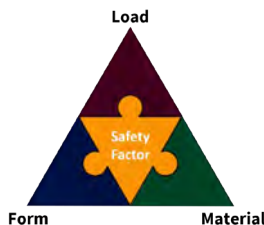


Bend a ruler to see how it works



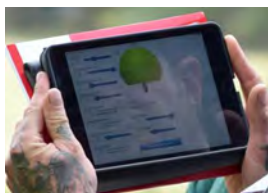
- 5 Section modulus is a geometric measure of the stiffness and strength of a tree's stem cross-section when bent by a wind load. The stems on the left are the same species (same material properties) and have the same crown size (same wind load). With a residual wall thickness (t) that's 30% of the stem radius (R), they have a t/R ratio of 0.3. Both stems are 50% hollow. Because of its section modulus value, the 100cm diameter stem is much stiffer and stronger. It can carry x8 more load in bending than the 50cm stem, even though they have the same t/R ratio.
- 6 Bending a wooden ruler shows you how section modulus works. As the distance between the neutral axis, at the centre, to the ruler's edge increases it enjoys an increasing mechanical advantage. The further material is from the neutral axis, the more load it can carry in compression. When you put the ruler under a bending load, it's much stiffer and stronger face-on (right), than edge-on (left). The material properties are the same. The load is the same. The only difference is the geometry, and its section modulus. For the same reason, the outermost wood in a tree is the most important for its load bearing stiffness and strength.

1.3 Statics & residual wall thickness



- 7 Statics applies engineering principles to measure a tree's Safety Factor. We've illustrated the Statics Triangle as a puzzle on the left. When we assess t/R ratios, or residual wall thickness with tomograms or micro-drills, we're only looking at one part of the 'Form' in the puzzle. We're missing the geometric properties of shape and absolute diameter parts of the Form. The Load and Material property parts of the puzzle are completely missing. What this means is you can't make a credible decision about a tree's likelihood of failure, or the risk, based on the residual wall thickness from tomograms or micro-drills alone.

1.4 TreeCalc



- 8 If you have a tree with decay and significant strength loss. **TreeCalc** helps you work out your Tree's BSF. From there, you can model how hollow the tree needs to be before its RSF gets too low. If the RSF is too low, TreeCalc shows you how much height you need to reduce the tree by. When you use TreeCalc, don't forget the limits of the model. Material properties are uniform. The Geometry of the stem and hollowing is circular. Failure is in compression, and not cross-sectional flattening or cracking. Only use TreeCalc to assess how decay affects the RSF.

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ricktill@gmail.com, rick@toddprager.com

31.12.2024

Basic data

TreeNr.:	Davis-Meeker Oak	GPS latitude:	46.9780294
Inspector:	Rick Till	GPS longitude:	-122.8989867
Country:	United States		
City:	Tumwater, Washington		
Street:	.		

Input parameters

Tree species (bot.):	Quercus alba
Tree species:	Oak, white
Height [ft]:	85
Stem Ø1 DBH (par.) [in]:	66
Stem Ø2 DBH (perp.) [in]:	66
Bark thickness DBH [in]:	0
Crown width [ft]:	80
Crown base [ft]:	27
Aerodyn. drag factor:	0.25
<i>Recommendation acc. to estimated assumptions</i>	
Comp. strength [psi]:	3582.4
<i>Recommendation acc. to Jessome 1977</i>	
Mean wind speed [mph]:	50.3

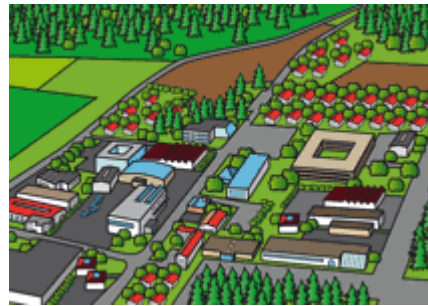


Map



Terrain category

Suburb



Results

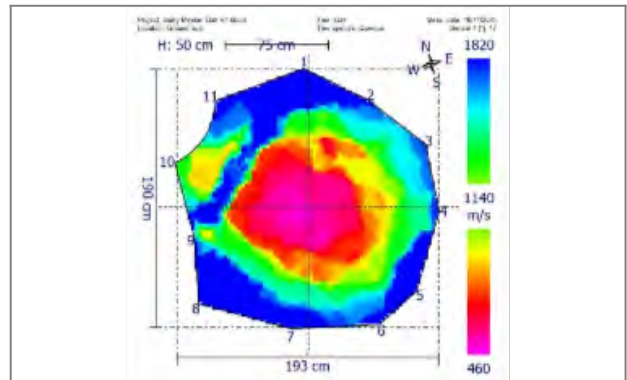
Basic safety: 11.16
Desired factor of safety: 1.5

Influence of stem geometry

closed - 20% remaining

Stem safety factor: 6.27

wind



Summary

Basic safety:	11.16
Desired factor of safety:	1.5
Stem safety factor:	6.27

Portland, 31.12.2024



.....
Rick Till



Evaluation Protocol

Todd Prager and Associates
Rick Till
4106 SE 66th Ave.
97206 Portland
United States



5037506599
<http://www.toddprager.com>

ricktill@gmail.com, rick@toddprager.com

31.12.2024

Basic data

TreeNr.: Davis-Meeker Oak
Inspector: Rick Till
Country: United States
City: Tumwater, Washington
Street:

GPS latitude:
46.9780294

GPS longitude:
-122.8989867

Input parameters

Tree species (bot.): Quercus alba
Tree species: Oak, white

Height [ft]: 85
Stem Ø1 DBH (par.) [in]: 66
Stem Ø2 DBH (perp.) [in]: 66
Bark thickness DBH [in]: 0
Crown width [ft]: 80
Crown base [ft]: 27

Aerodyn. drag factor: 0.25
Recommendation acc. to estimated assumptions
Comp. strength [psi]: 3582.4
Recommendation acc. to Jessome 1977
Mean wind speed [mph]: 50.3



Map



Terrain category

Suburb



Results

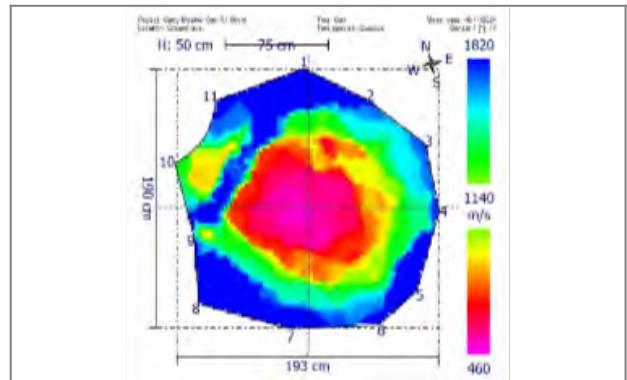
Basic safety: 11.16
Desired factor of safety: 1.5

Influence of stem geometry

10% opening - 20% remaining

Stem safety factor: 6.27

wind



Summary

Basic safety:	11.16
Desired factor of safety:	1.5
Stem safety factor:	6.27

Portland, 31.12.2024



.....
Rick Till

Attachment

TreeCalc Glossary

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Aerodynamic Drag Factor:

The Cd value denotes a tree crown's air resistance. This value depends essentially on foliage and branch density, but also on the flexibility of the boughs and branches. For example: trees with a large proportion of long, thin branches and looser foliage (e.g. birch) tend to be less wind resistant than trees with dense foliage and thicker, more rigid branches on the outer edges of the crown (e.g. horse chestnut). The aerodynamic drag of trees lies between 0.35 for a rigid, completely obstructive crown, and 0.1 for a pervious, flexible crown in winter.¹

Average Wind Speed:

The average wind speed given is measured 10 metres above ground as the mean value recorded during a period of 10 minutes. However, depending on the roughness of the terrain, sometimes much stronger gusts can occur during this interval. The tree has to be able to withstand this stress. TreeCalc applies the principles of Eurocode 1 to calculate the speed pressure that gusts exert on trees. The calculation takes into consideration both the increase in average wind speed with height, and the stronger development of turbulence closer to the ground.

A wind speed of 22.5 m/s is typical of a storm, during which the wind can quickly reach a speed of 117 km/h at 10 metres above ground on open terrain (level 12 on the Beaufort wind force scale). This is the wind speed on which tree-statics calculations are frequently based. If higher wind speeds are set, it results in a disproportionate effect on the safety factors. Wind speeds that are exceeded at a location merely by a certain residual probability can often be found in the wind zone maps in national building standards. (e.g. DIN EN 1991-4-1/NA:2010-12).

¹ Recommendation according to estimated assumptions [from]:

Brudi, E. & van Wassenaeer, P. (2002): Trees and statics: nondestructive failure analysis. In Smiley, E. T., & Coder, Kim (Hrsg.) 2002. Tree structure and mechanics conference proceedings. Champaign II DIN EN 1991-4-1/NA:2010-12

Horáček, P. (unpub.) Mechanical Properties of Wood of Norway Maple and White Eastern Pine

Jessome, A.P. (1977). Strength and Related Properties of Woods Grown in Canada, Forestry Technical Report. Eastern Forest Products Laboratory, Ottawa 37 S.

Koizumi, A. & Hirai, T. (2006): Evaluation of section modulus for tree-stem cross sections of irregular shape. In: Journal of Wood Science 52 (3).

Kretschmann, D. (2010) Chapter 5: Mechanical Properties of Wood. In: USDA Forest Service (Hrsg.): Wood Handbook. General Technical Report FPL-GTR-190.

Lavers, G. M. (1983). The strength properties of timber. 3rd edition. Building Research Establishment Report, Watford, UK 60 S.

Niklas, Karl J., & Spatz, H.-Ch. (2010): Worldwide correlations of mechanical properties and green wood density. American Journal of Botany 97 (10): 1587–1594.

Spatz, H.-Ch. (1994): Ein Kommentar zur mechanischen Stabilität hohler Bäume. Das Gartenamt (2): 92—95.

Spatz, H.-Ch. (2013): Zur Stabilität hohler Bäume. In: Deutsche Akademie für Sachverständige Grün (Hrsg.): Tagungsband Gehölzsymposium 2013 Hannover. 224-232

Wessolly, L. & Erb, M. (2016): Handbuch der Baumstatik + Baumkontrolle. Berlin: Patzer.

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Basic Safety:

Basic static safety is defined according to two factors:

One factor is the level of resistance that a tree can offer against a bending force without exceeding the point of primary failure. This load limit with regard to bending is calculated using the diameter of the stem and the extent of cavities in it, as well as the characteristics of the stem's green wood (elasticity limit).

The other factor to be considered is wind pressure on the crown. This is calculated in accordance with the principles of Eurocode 1 (EN 1991-4-1), by examining wind profile, air density, the c_d [crown density] value of the crown, and the roughness of the surrounding terrain. If a tree's load capacity exceeds the specified wind load by the required safety factor, it can be categorized as sufficiently safe. If the wind pressure is greater than the load capacity of the stem, i.e. the tree's basic static safety value is less than 1, then it must be assumed that the tree is at risk of failing when subjected to a storm gusts.

However, it must be taken into consideration that the wind-load situation cannot, in some cases, be estimated appropriately with the approximation method on which TreeCalc is based.

Therefore, before any decision is made to fell a tree, an experienced tree expert should carry out a thorough inspection of the tree or a detailed analysis using more sophisticated software (e.g. arbostat [static pull test]).

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Compression Strength (psi):

Two breaking points have been defined in stress tests for wood: 1. the limit of elasticity, and 2. the final break. If, after stress has been applied, the object of the test cannot resume its former shape and remains deformed, but without having broken completely, then it has exceeded its limit of elasticity (primary failure). If an already overflexed object is subjected to further stress, final breakage will occur, with the wood fibres tearing or doubling over. In Central Europe, the compressive strength of green wood ranges between 10 and 35 MPa (Wessolly/Lavers).

Compared to dry wood, green wood can absorb more energy because of its greater flexibility; its behaviour, when stress is applied, is "better natured".

Please note:

- should material properties be missing from the list: the lime exhibits the characteristics of an "average tree" and can be used for the purpose of estimation. The safety factor needs to be adjusted for the appropriate uncertainties.
- all safety calculations in TreeCalc refer to the primary failure of a tree stem subjected to bending, i.e. the limit of the green wood's elasticity. The material values provided have been taken from catalogue publications (Jessome 1977, Lavers 1983, Wessolly & Erb 2016, Niklas & Spatz 2010, USDA Wood Handbook 2010).

Attachment

TreeCalc Glossary

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Cross Section

Examples of cross sections illustrate the influence that different degrees of cavity and opening can have on a stem's load capacity. In accordance with suggestions made in literature (Koizumi & Hirai 2006) the geometric shape has been used to conclude reductions in load capacity. However, these are simplified assumptions that have been made on the basis of a mostly even, elliptical cross section with respect to uniaxial bending. Furthermore, both the effects of torsion and the deviations arising from unsymmetrical bending have been neglected; these are factors that can be of substantial importance, especially in cases of one-sided openings or irregularly shaped cross sections. For this reason it is necessary that sufficiently high safety factors be reached for the derived breaking safety of a stem.

Crown Adjustments:

The crown's shape can be adjusted on the basis of measurements of the crown's diameter vertical to the orientation of load and of the stem base. This can also be done in situ using the true-to-scale representation of the proportions shown in the graphic. The "Restore" function (top left) retrieves the original proportions of the standard shape.

The selection of a highly positioned crown base or an especially narrow crown can create structures which are extremely susceptible to oscillation (swaying). The risk of wind-induced oscillation is not displayed in TreeCalc to the same degree as it would be in more complex analytical software (e.g. ArboStat). Since highly positioned crowns are found mainly in older trees often located in tree stands anyway, the results of this type of calculation should always be examined separately.

Crown Base:

The crown base is the section at which the crown, which absorbs the greatest amount of wind energy, meets the load-absorbing part of the stem. The higher up a tree the crown base is, the higher the load centre becomes, and subsequently the greater is the entire tree's inclination to sway. The height of the crown base can be measured using a hypsometer.

It is important to note that trees with a very high crown base have a strong inclination to sway. In cases such as these, software should be used that is able – in contrast to TreeCalc – to mathematically simulate dynamic effects in trees (e.g. ArboStat).

Crown Shape:

TreeCalc provides a basic selection of typical crown shapes. They represent an approximation of the tree crown's true shape. Free forms, asymmetrical growths and irregular outlines can only be captured using complex specialist software designed for wind-load analysis (e.g. ArboStat).

Crown Width:

The broader the crown, the greater the resistance it can put up during a storm. The crown width is the distance measured from one edge of the crown to the other. The maximum crown width that can be entered into TreeCalc is 30 metres.

Attachment

TreeCalc Glossary

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Desired Safety Factor

The safety factor denotes how much higher the breaking point of a tree actually is than what it is supposed to be according to a theoretical calculation based on, for example, wind load analysis and statics.

The safety factor can be defined as follows:

$$SF = \text{permissible load} / \text{expected maximum load}$$

A safety factor of 1 means that the tree has no safety reserves whatsoever on which it can draw. Analyses carried out using tree statics usually employ a safety factor of 1.5. This comparatively low safety margin is only sufficient because trees, unlike technical structures, can maintain and even increase their load-bearing reserves via annual growth increments over a long period of time. The length of time for which, for example, damage done by wood-colonizing fungus can be compensated is part of the biological assessment of the tree. If useful and target-oriented assessments are to be made with regard to traffic safety, then it is essential that experienced tree experts combine calculated safety factors with the results of their visual and biological assessments of the tree.

Height:

The tree's height needs to be measured as accurately as possible. The higher a tree grows, the higher is its load centre. The section between the load centre and the ground is the structurally effective lever arm which causes a bending moment on the stem base during a storm. The upper crown regions of tall trees are exposed to higher wind speeds, resulting in higher wind pressure. Wind speed increases disproportionately with the height of the tree, so an incorrect measurement can lead to vastly different results. Experience has shown that the most reliable results arise from measurements taken at a distance of 1.5 times the height of the tree.

Peak Wind Speed:

Storm events are described on the one hand by the mean wind speed and on the other hand by the speed of a peak gust. The most significant damaging events are usually caused by these peak gusts. Therefore, the severity of a storm is generally also defined by the gusts. If peak gusts of approx. 117 km/h (73 mph) are measured over the open landscape at a height of 10 metres, this is referred to as a "storm with gale-force winds".

Stem Diameter:

The stem diameter is measured at around a metre from the ground using a calliper or a measuring tape. Measurements taken with a calliper have the advantage that ovalizations can be recorded precisely. Ovalizations on the longitudinal axis offer greater resistance to bending than ones vertical to it. The basic principle is: the thicker the stem the better, as the resistance to bending increases exponentially with every centimetre.

Please note: all entered diameters must refer to the respective closed cross-section, e.g. please enter twice the diameter measured on the semi-section.

Attachment TreeCalc Glossary Copyright © TreeCalc.com

Stem Safety Factor:

The bending load capacity, which is based on a solid tree, will be reduced if a cavity size is selected. While the basic safety value is based on the ideal state with zero stem damage, the mathematical breaking safety is derived from the estimated load capacity of a stem which has suffered damage, e.g rot.

Terrain Category:

The more uneven the terrain across which the wind travels, the more numerous are the eddies that are created. This is how the wind speed is slowed down at the boundary layer. Consequently, an exposed tree in an open field is subject to greater stress than a tree in a town, surrounded by high buildings. At the same time, greater turbulence arises in the rougher boundary layer, and this needs to be taken into consideration when estimating wind load.

- Terrain type I: Open sea; lakes with at least 5 km of free surface in the direction of the wind; smooth, flat land with no obstacles
- Terrain type II: Land with hedges, greenery, houses or trees, e.g. farmland
- Terrain type III: Suburbs, industrial estates, woods (if there is danger of windfall for surrounding trees, select type II)
- Terrain type IV: Towns in which at least 15% of the area contains buildings with an average height of more than 15 metres

Attachment 8 Aerial Inspection Summary and Photos

First Codominant Union

The primary codominant union is located at approximately 16 feet above ground. The union has included bark. This area was inspected with a ¼ inch metal probe and resistance was encountered indicating solid wood in the interior. Spiral grain, indicating adaptive growth, is visible on the southwest trunk.

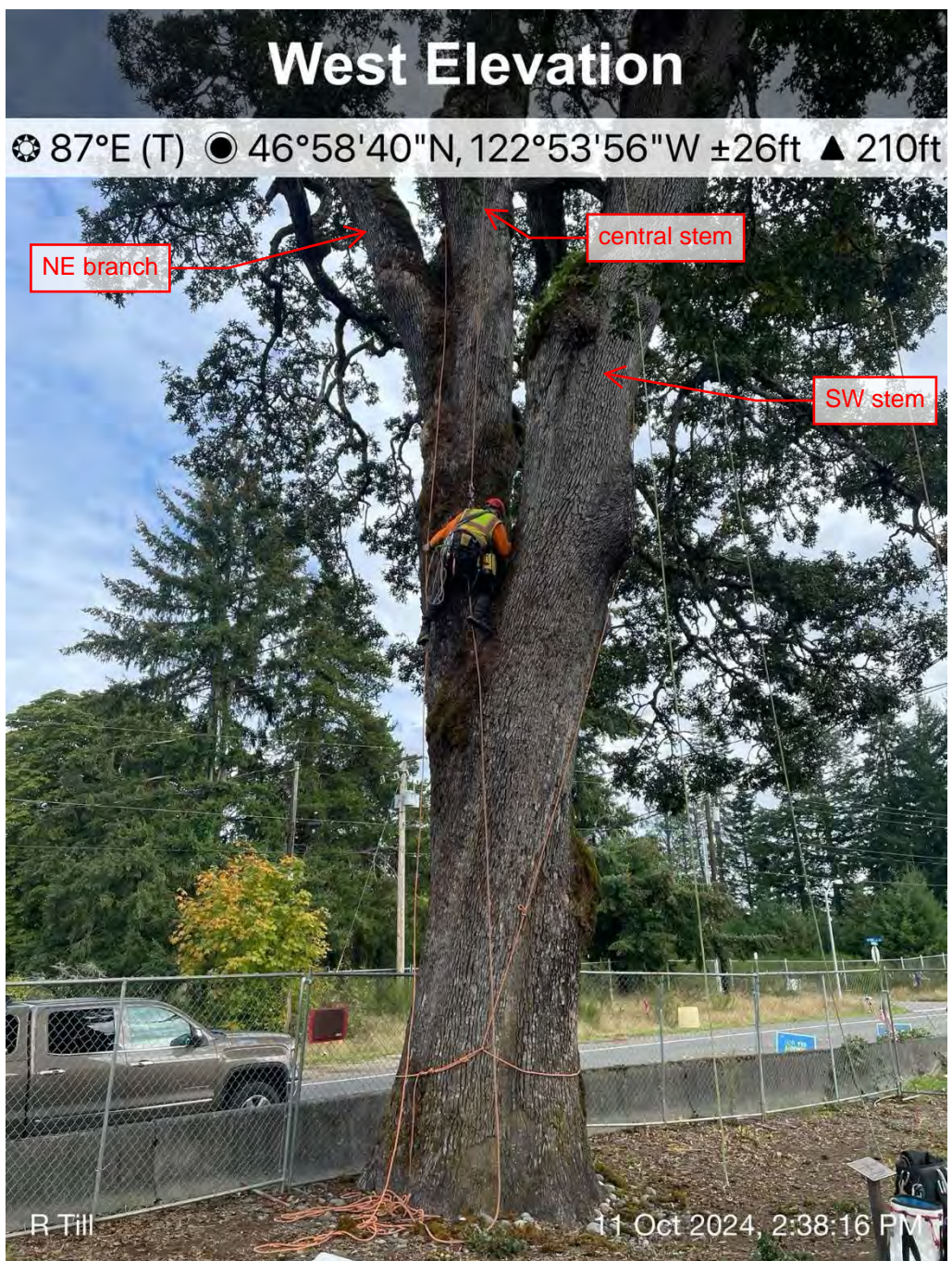


Figure 1 Inspection of first codominant union. A ¼ inch steel probe was inserted between stems and encountered solid resistance below historic debris collecting between the stems.

Attachment 8 Aerial Inspection Summary and Photos



Figure 2 Debris accumulation and plant growth between codominant stems.

Attachment 8 Aerial Inspection Summary and Photos

2012 Failure to Southeast

The following photos depict the historic branch failure to the southeast at approximately 26 feet. The failure likely occurred in January 2012.¹ There is robust wound wood growth, minimal visible decay, and insect frass at the lower margin. The second codominant union is visible in the first photo.



Figure 3 2012 failure and the second codominant union related to the following series of photos.

¹ A long-term research study on south Puget Sound Oregon white oaks documented a significant ice storm in January 2012. Slesak, R.A. Brodie, L.C., Harrington, C.A., Continued response of Oregon oak to release treatments 20 years after initiation in western Washington, United States, *Restoration Ecology* Vol. 32, No. 4, e14130; review of Google Street View historic shows that the limb failed sometime between October 2011 and July 2015.

Attachment 8 Aerial Inspection Summary and Photos



Figure 4 Failure on southeast side of central stem at 26 feet.

Attachment 8 Aerial Inspection Summary and Photos



Figure 5 Seam below 2012 failure. Sonic tomography found solid wood down into codominant union.

Attachment 8 Aerial Inspection Summary and Photos

Second Codominant Union

The following photos depict the second codominant union, located on the central stem where two branches extend to the east and southeast over Old Highway 99. This union is likely the primary concern for the potential for branch failure striking an occupied vehicle traveling on the road. There is a substantial inclusion, but no outward signs of cracking or decay. The attachment between the two branches extending over the road does not indicate included bark.



Figure 6 View directly down into second codominant union. Two stems over the road are on the left and central stem to the right. Union has included bark. Probing did encounter solid resistance beneath debris.

Attachment 8 Aerial Inspection Summary and Photos



Figures 7 and 8 Southwest view of attachment between two secondary stems extending over the road. Exterior signs indicate a sound union.

Attachment 8 Aerial Inspection Summary and Photos



Figures 9 and 10 Northwest view of second codominant union. Included bark transitions into sound wood attachment.

Attachment 8 Aerial Inspection Summary and Photos

June 2023 Failure

The following photo depicts the 2023 failure point. Notable observations include the wound wood growth on the top right margin, variation in color, indicating fungal mycelium and potential differences in time where the wood was exposed to air.

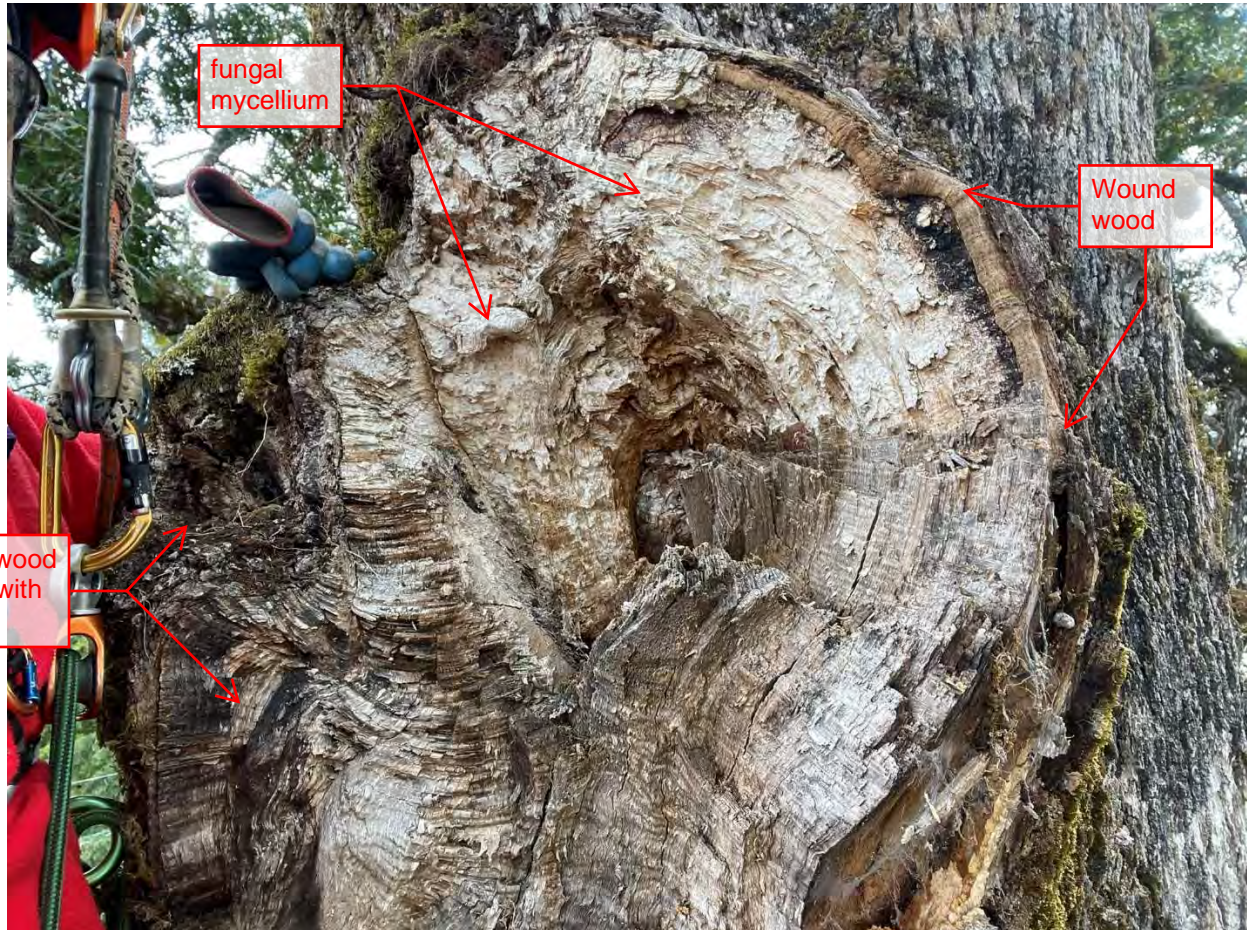


Figure 11 Wound wood on the top-right margin is positive response from tree. The fungal mycelium sampled from this location was identified as a Stereum species, which primarily consumes dead sap wood.

Attachment 8 Aerial Inspection Summary and Photos



Figure 12 Left margin of 2023 failure and adjacent historic wound.

Attachment 8 Aerial Inspection Summary and Photos



Figure 13 Additional view of 2023 failure and historic pruning wound.

Attachment 8 Aerial Inspection Summary and Photos



Figure 14 Historic pruning wound (covered in moss directly below watch) approximately 1 foot above the 2023 failure and below the Kestrel cavity.

Attachment 8 Aerial Inspection Summary and Photos

Kestrel and Cascara Cavity

The following photos depict the kestrel nesting cavity on the SE side of the central stem. Photos provide the approximate depth, height and width of the cavity and the width, length and circumference of the stem at the cavity. Decay extends down and up the stem at the cavity. The cavity is likely decades old, as evidenced by the extent of decay and texture of bark. Bark appears to have matured from smooth texture that indicates young wound wood to furrowed texture indicating maturity.



Figure 15 Photo depicting depth of cavity and cascara (*Frangula purshiana*) growing from cavity.



Figure 16 Correlating depth of the cavity, indicating substantial depth.

Attachment 8 Aerial Inspection Summary and Photos



Figure 17 Depth measurement at approximately 25 inches.

Attachment 8 Aerial Inspection Summary and Photos



Figure 18 Approximate diameter of tree measured at approximately 27 inches.

Attachment 8 Aerial Inspection Summary and Photos



Figure 19 Depth measurement at approximately 24 inches to interior edge of cavity.

Attachment 8 Aerial Inspection Summary and Photos



Figure 20 Measurement of diameter of cavity at 6 inches.

Attachment 8 Aerial Inspection Summary and Photos



Figure 21 Measurement of diameter perpendicular to cavity opening at approximately 17 inches.

Attachment 8 Aerial Inspection Summary and Photos



Figure 22 Diameter measurement of approximately 30 inches.

Attachment 8 Aerial Inspection Summary and Photos



Figure 23 Probe inserted down into cavity in a central column of decay.

Attachment 8 Aerial Inspection Summary and Photos



Figure 24 View vertically up the cavity.

Attachment 8 Aerial Inspection Summary and Photos

Primary branch extending over Old Highway 99

These following two photos are of an old failure on the primary branch overhanging Old State Route 99. The failure is visible driving southbound. The failure occurred between June 2019 and October 2022.² Based on the visual inspection, the failure does not appear to have significantly weakened the remaining branch. Additional pruning wounds lower down the same stem did not show signs of decay and did show vigorous wound wood growth.



Figure 25 Carabiner used for scale. Note two to three years of wound wood growth around margin of injury.

² Google Street View Historic Imagery

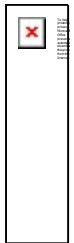
Attachment 8 Aerial Inspection Summary and Photos



Figure 26 View from above failure showing extent of sound wood supporting remaining stem.

Rick Till

From: 'OSU Botany and Plant Pathology' <diagnostics@plantclinic.bpp.oregonstate.edu>
Sent: Tuesday, October 29, 2024 2:31 PM
To: Rick Till
Subject: Plant Specimen Diagnostic Report # 2024-1887



OSU Botany and Plant Pathology
 Attn: Plant Clinic
 2701 SW Campus Way
 Corvallis, OR 97331
 Phone: 541-737-3472
 Email: ohkuram@oregonstate.edu

PLANT SPECIMEN DIAGNOSTIC REPORT Specimen # 2024-1887

SUBMITTED BY Rick Till Todd Prager & Associates 4106 SE 66th Ave Portland, OR 97206 rick@toddprager.com		PLANT Oregon Oak (<i>Quercus garryana</i>)		METHOD SUBMITTED MAIL	
		VARIETY		CLASS TREE- Landscape	
		INTERNAL LAB NO.	LAB FEE \$87.00	REPLY FROM LAB October 29, 2024	
PHONE (503) 750-6599	COUNTY THURSTON, WA	PLANT MATERIAL		RECEIVED BY LAB October 17, 2024	
CONDITION UPON ARRIVAL		DIAGNOSTICIAN(S) Mana Ohkura Victor Sahakian			
GENERAL OBSERVATIONS [Submitter Comments:] A large diameter limb failed in June 2023. Mycelium were observed on the edge of the failed limb. No samples were obtained at that time. These samples were pulled from the trunk where the branch detached. The failure occurred at approx. 30' on the stem, which should eliminate root/butt rot fungi. I suspect the branch had a partial failure during a snow event, then a dead wood/heart rot fungi explored the fracture looking for suitable material. So potentially Laetiporus or similar fungi?		DIAGNOSTIC TECHNIQUE(S) ___ Bioassay ___ Incubation ___ Nematode Extraction ___ Biochemical ___ Lab Test ___ Serological ___ Culture <input checked="" type="checkbox"/> Microscope ___ Soil Analysis ___ Image <input checked="" type="checkbox"/> Molecular <input checked="" type="checkbox"/> Visual Observation			
GROWER INFORMATION City of Tumwater Tumwater, WA		REFERRAL INFORMATION			

Diagnosis/Recommendations

Diagnosis: Wood rot fungus (*Stereum sp./spp.*)

Category: FUNGAL

Comments: Thank you for submitting the Quercus sample. We received a small piece of trunk where the failed branch was attached. The wood was discolored light brown.

We tested for several wood decay pathogens by PCR and it tested positive for Stereum. The fungus was likely introduced through wounds or bark injury as you suspected.

Please let me know if you have any questions.

Kind regards,

Mana Ohkura

Questions or comments about this service should be directed to Mana Ohkura, Plant Clinic Director, at ohkuram@oregonstate.edu.

Invoices are sent separately.

Mention or omission of product names does not imply endorsement or exclusion; product names are included as examples only. Always read, understand, and follow all label instructions before application. The applicator assumes all liability for following the label and any application activities or outcomes.

Oregon has a broad open-records law. Any email communications to/from this address may be subject to public records requests.

Attachment 10 Root Crown Excavation Summary and Photos

Root crown excavation employed an “air spade” that uses compressed air to remove fine soil. The objective of excavating the root crown is to uncover the natural root flare, which would ideally be located near the surface of surrounding grade, and inspect the root crown and roots for any signs or symptoms of decay, including pathogenic and saprophytic wood decay fungi.

The inspection revealed adequate to robust buttress root growth around the entire tree. One historic decay cavity was revealed to be closing with substantial wound wood growth.



Figure 1 Root crown excavation employed an “air spade” that uses compressed air to remove fine soil. The excavation involved alternating between air spade removal of soil with hand removal of river cobble that was backfilled over the root flare after a prior root crown excavation. The project archaeologist oversaw all work.

Attachment 10 Root Crown Excavation Summary and Photos



Figure 2 Southeast side excavated to significant lateral root. Performed additional probing to locate solid buttress roots and solid integrity of wood between buttress roots.

Attachment 10 Root Crown Excavation Summary and Photos

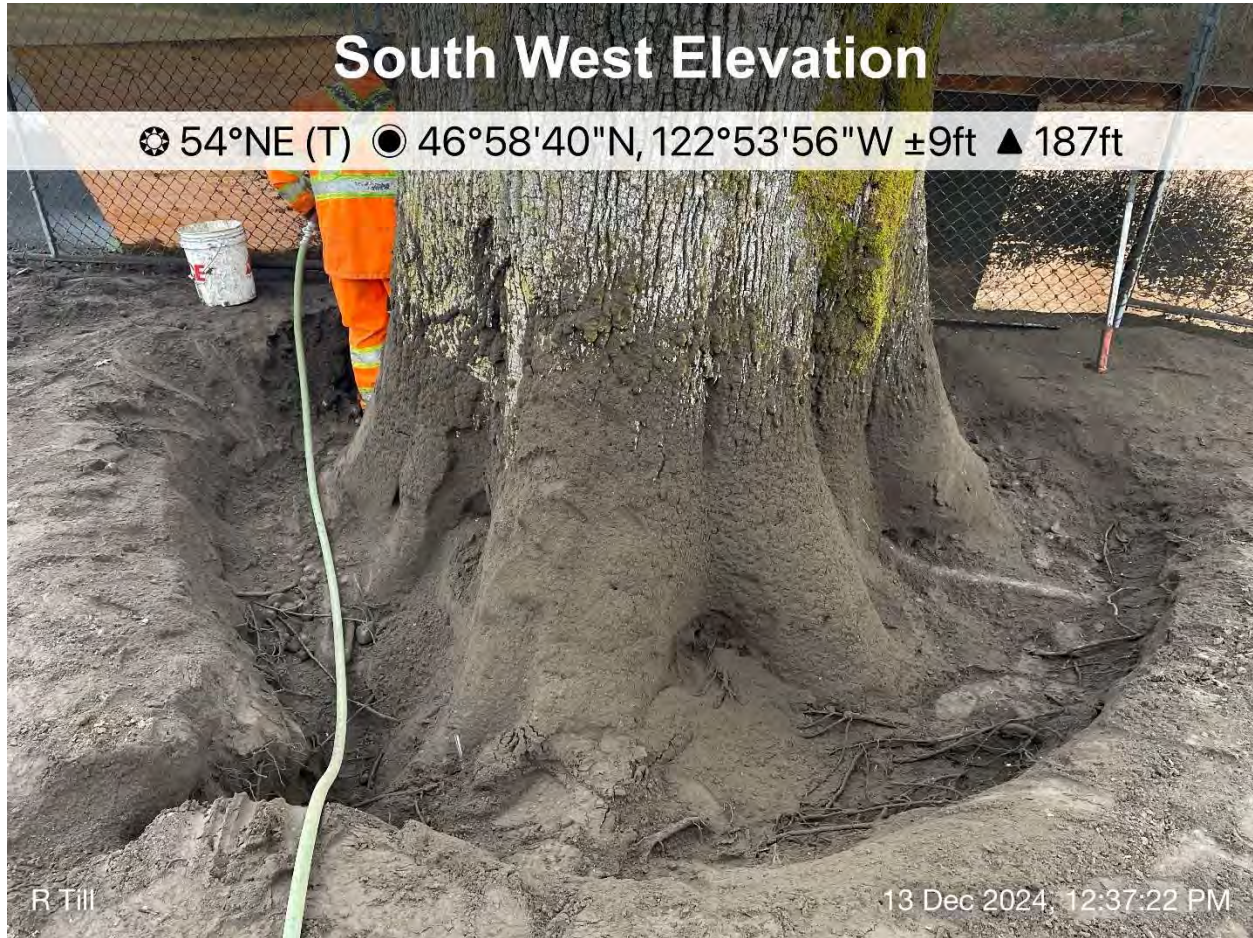


Figure 3 Full view of excavation from southwest. All visible portions were inspected and no indicators of decay identified.

Attachment 10 Root Crown Excavation Summary and Photos

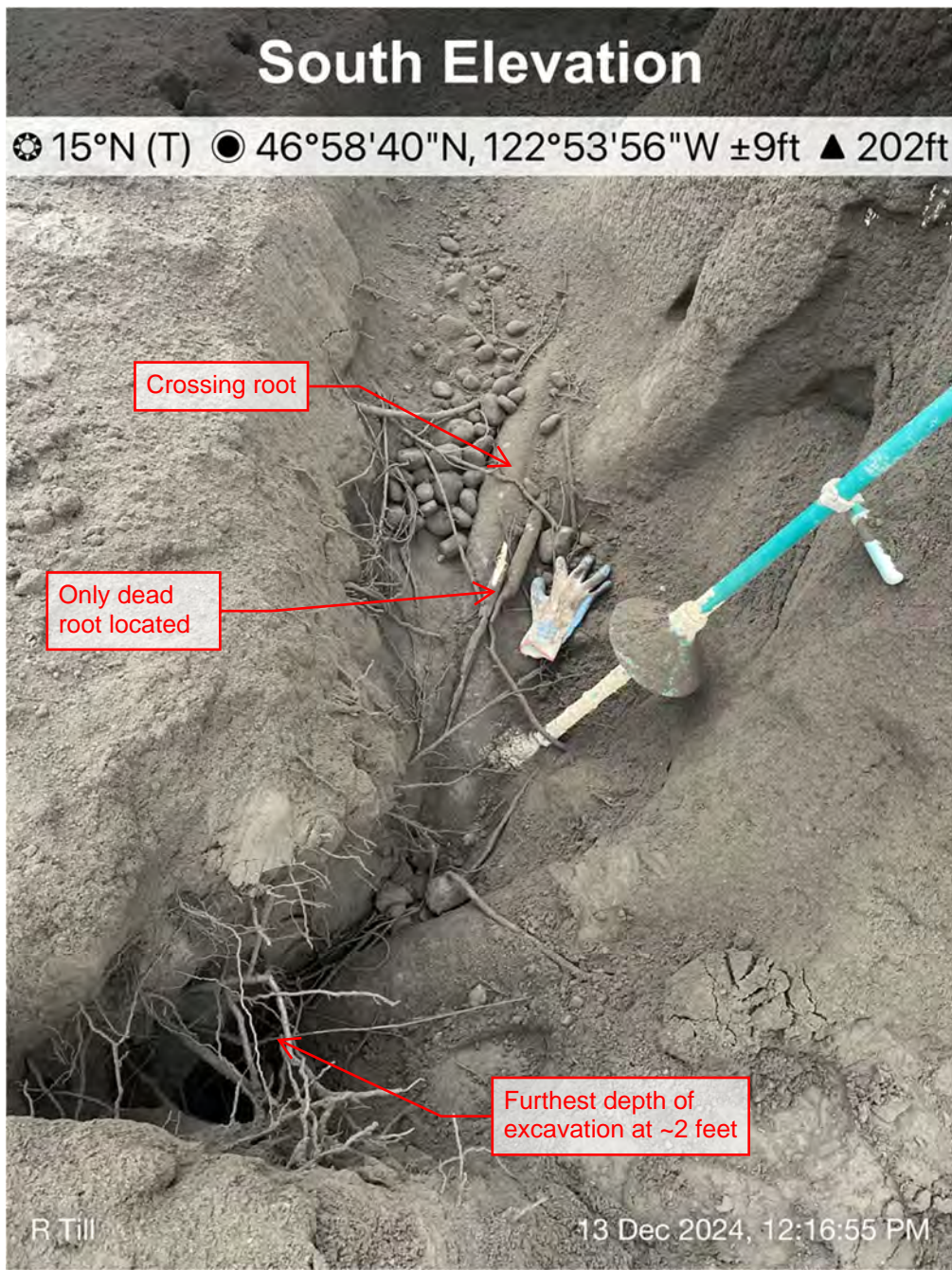


Figure 4 Traced one buttress root and did not locate any signs of concern. One, ~1-inch diameter dead root was located (visible to the left of the glove). One ~4-inch root crosses a primary buttress root, which could limit buttress root expansion.

Attachment 10 Root Crown Excavation Summary and Photos

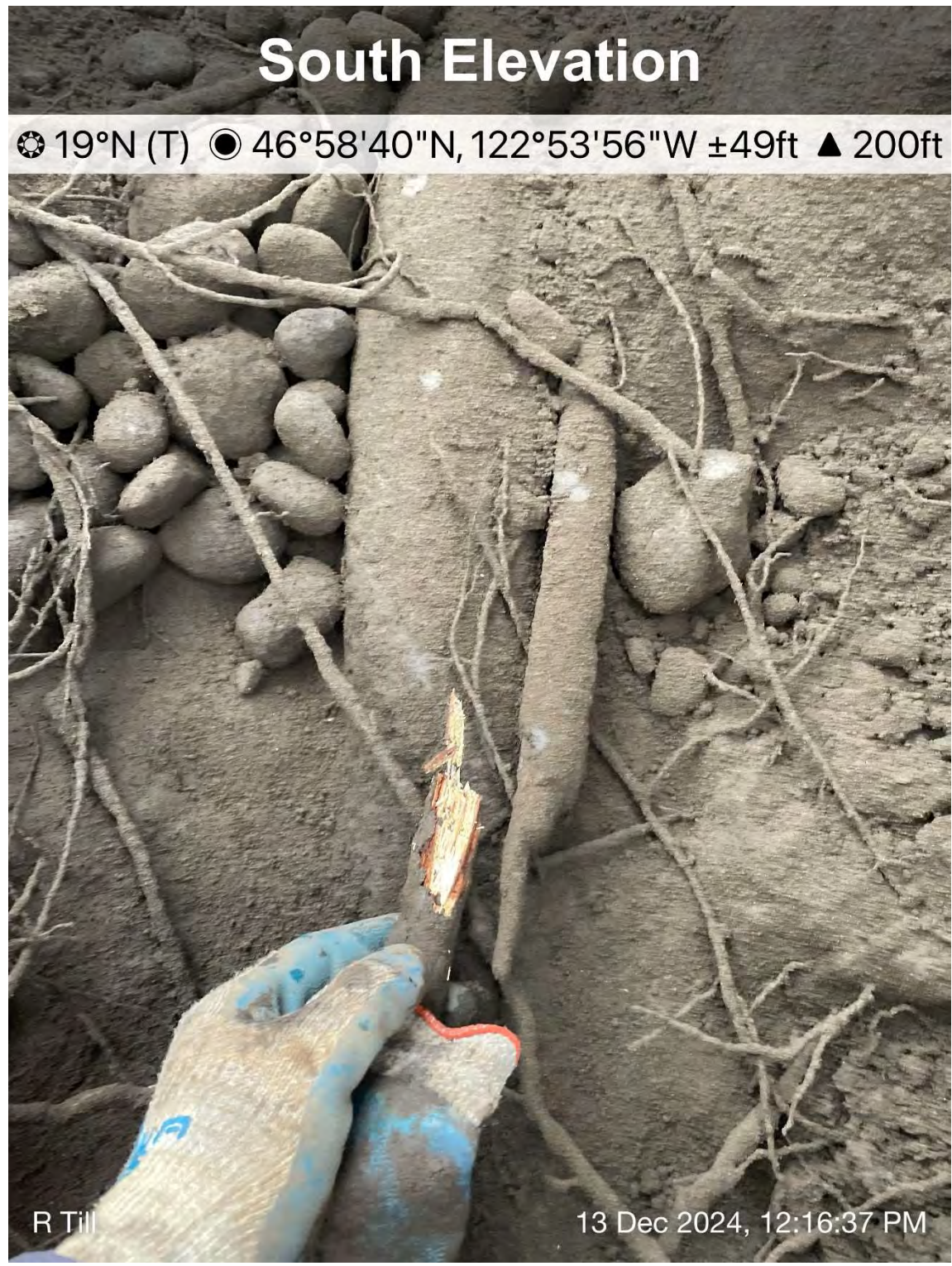


Figure 5 Dead root and crossing root.

Attachment 10 Root Crown Excavation Summary and Photos

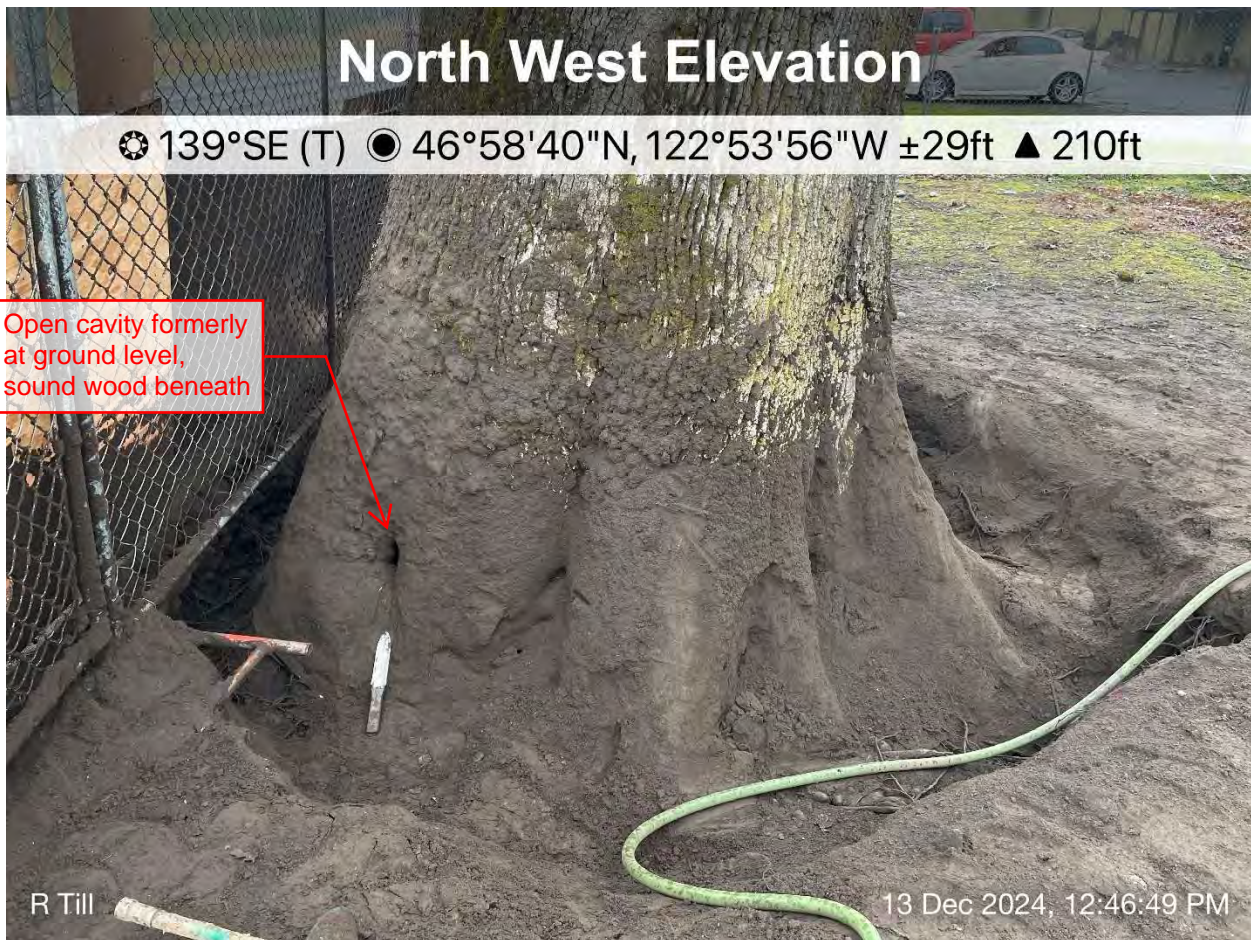


Figure 6 View from northwest. Wood below the cavity is sound. Hand inspected cavity and substantial wood present. Probes creases/sinuses between buttress lobes and did not identify signs of decay.

Attachment 10 Root Crown Excavation Summary and Photos

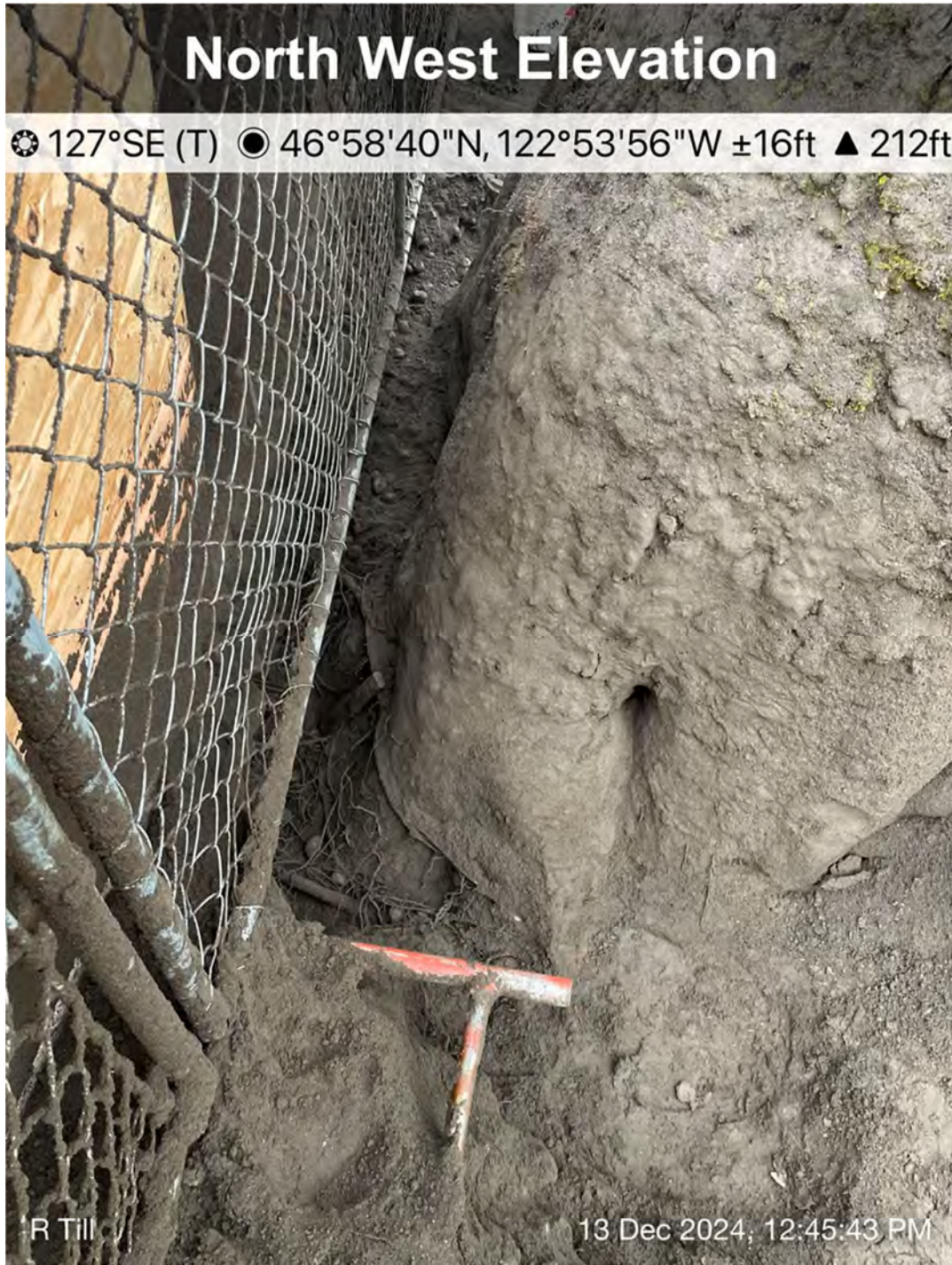


Figure 7 Street side excavation uncovered sound wood and adventitious roots. Buttress flare was not as pronounced, but otherwise no concerning signs. Depth of excavation was hindered by fence.

Attachment 10 Root Crown Excavation Summary and Photos

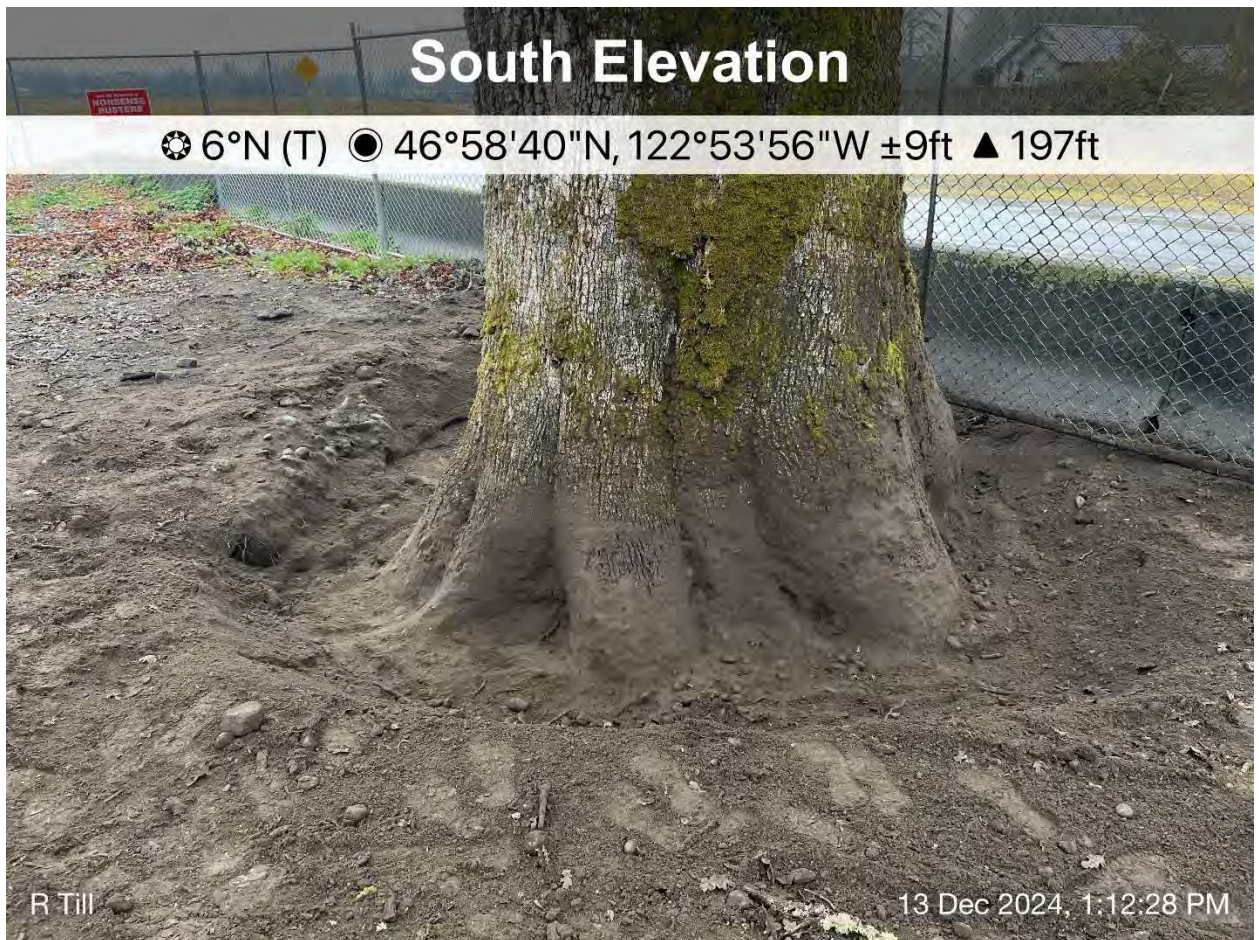


Figure 8 Temporary finished grade.

Attachment 10 Root Crown Excavation Summary and Photos

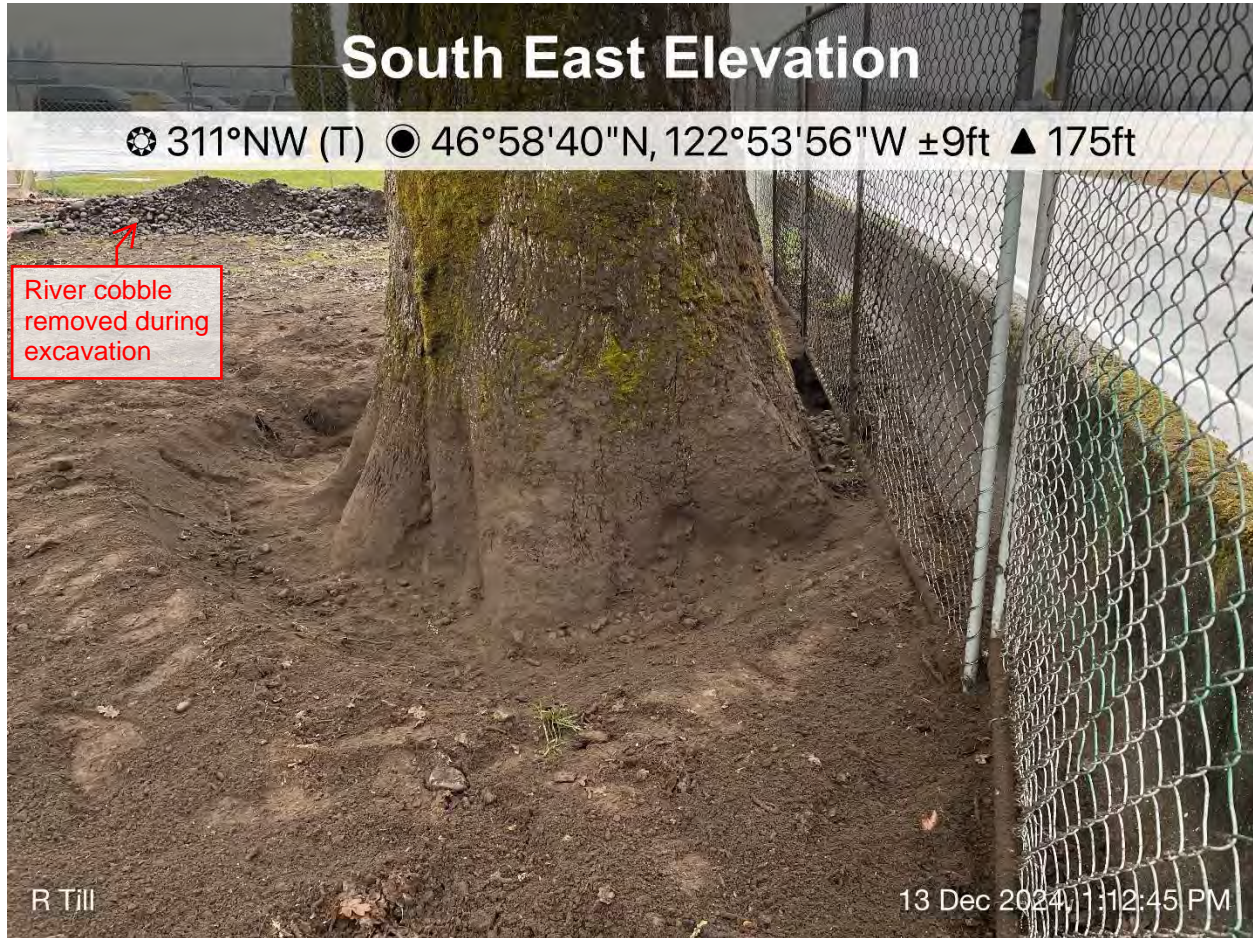


Figure 4 Temporary finished grade with river rock that was removed stacked in background.



Oregon White Oak (Whole Tree)



Highest Risk	Acceptable
Risk Reduction	See primary report
Tree Management	See primary report
Review Year	2024
Date Assessed	2025-01-04 17:53
Assessed By	Rick Till
Phone Number	(503) 750-6599
Email	rick@toddprager.com



Summary Risk

Tree Details and Location



Species	Height (m)	Stem Ø (cm)	Crown Ø (m)
Oregon White Oak Quercus garryana	26	168	24

Risk Inputs

Likelihood of Occupation



Traffic



Consequences



Tree



Stem



Branch



Deadwood



Likelihood of Failure

VITALITY	V	crown density woundwood response growth	G
ANATOMY	A	wood properties architecture H/D ratio	G
LOAD	L	exposure changes to the tree changes around tree	A
IDENTITY	I	species profile age of wounds CODIT	G
DEFECT	D	soundwood decay - extent feature or fault	A

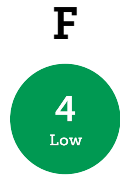
Healthy foliage, good wound wood and response growth, buttress root growth

Very good H/D ration of 15, visible root flare

Load reduced by recent failures, but torsion risk may have increased, no changes to surrounding landscape

Species has low failure profile, good compartmentalizer, lower trunk wounds greater than 10 years

Lower trunk hollow 80% or less, TreeCalc models safety factor of 6.27, exceeding 80% hollow would fall outside modeling reliability



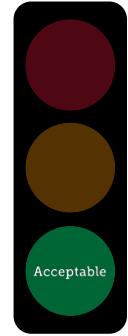
Notes

See primary rreport

Oregon White Oak (Stem Over Road)



Highest Risk	Acceptable
Risk Reduction	See primary report
Tree Management	See primary report
Review Year	2024
Date Assessed	2024-10-09 14:50
Assessed By	Rick Till
Phone Number	(503) 750-6599
Email	rick@toddrager.com



Summary Risk

Tree Details and Location



Species	Height (m)	Stem Ø (cm)	Crown Ø (m)
Oregon White Oak Quercus garryana	26	168	24

Risk Inputs

Likelihood of Occupation



Traffic



Speed Limit



Consequences



Tree



Stem



Branch



Deadwood



Likelihood of Failure

VITALITY	V	crown density woundwood response growth	G
ANATOMY	A	wood properties architecture H/D ratio	A
LOAD	L	exposure changes to the tree changes around tree	A
IDENTITY	I	species profile age of wounds CODIT	G
DEFECT	D	soundwood decay - extent feature or fault	A

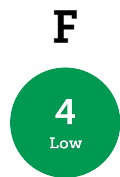
Healthy foliage, good wound wood and response growth, signs of positive buttress root growth.

H:D ratio of 15.45 is very good. Very good root flare. Stem union with included bark over road is the primary anatomical concern

Failures in the last 5 years altered exposure of remaining crown. Surrounding landscape is unchanged.

Species is strong compartmentalizer. Fungi identified in crown is saprophytic, not pathogenic, included bark not a critical risk factor

Crown inspection did not identify visible decay near unions. Interior decay does not appear to compromise strength



Notes

See primary report



Tree Risk-Benefit Validator



Page

Policy & Plan	1
Passive Assessment	2
Active Assessment	3
What is VALID?	4

1 Establishing the context

Trees give us many benefits that we need

1 The more obvious benefits that trees give us are visual beauty in the landscape, wood, and the various crops they produce. Wildlife habitat, pollution filtering, and reducing weather and climate change effects are additional values. Trees also have important social value as part of our culture, history, or because they commemorate an important event. As if all these benefits aren't enough. There's an ever-expanding body of scientific evidence that shows trees are essential for our physical health, mental wellbeing, and quality of life.

The overall risk to us from trees and branches falling is extremely low

2 Compared to other everyday risks we readily accept, the overall risk to us from branches or trees falling is extremely low. Our annual risk of being killed or seriously injured is less than one in a million. That's so low, we're at greater risk driving on about a 400km/250mi round trip to visit friends for a weekend than from branches or trees falling over an entire year. Given the number of trees we live with, and how many millions of us pass them daily, being killed or injured by a tree is a rare event. A rare event that usually happens during severe weather.

We can't be an insurer of nature or eliminate the risk from trees

3 Of course, we can't be an insurer of nature. Trees are living structures that sometimes shed branches or fall during severe weather. Since we need the many benefits from trees, we have to accept we can't remove all of the risk. Leaves, bark, cones, nuts, fruits, and small diameter deadwood regularly fall from trees. This natural debris is an Acceptable or Tolerable risk.

1.1 Duty of care

Reasonable
Proportionate
Reasonably practicable

4 We have a duty of care to manage the risk from our trees. The duty also says we should be reasonable, proportionate, and reasonably practicable when managing the risk. That means there's a balance we need to strike between the many benefits trees provide, the risk, and the costs of managing the risk. By taking a balanced approach, we don't waste resources by reducing risk - and losing benefits - when the risk is already Acceptable or Tolerable.

We all have a responsibility to make reasonable decisions

5 We're all expected to act reasonably and responsibly. We can manage our exposure to the higher risk from tree failure that happens during severe weather by not going outside. If we go out during severe weather, we're choosing to accept some of the risk.

1.2 Risk tolerance

What's an Acceptable or Tolerable level of risk from our trees?

6 The Tolerability of Risk Framework (ToR) is an internationally recognised approach to making risk management decisions. It's used by duty holders where they manage a risk that's imposed on the public. ToR defines Broadly Acceptable and Unacceptable levels of risk. Between these levels is a region where the risk is Tolerable if it's 'as low as reasonably practicable' (ALARP). Put simply, ALARP means the risk is Tolerable if the costs of the risk reduction are much greater than the value of the risk reduction.

1.3 Risk ratings

Risk ratings are as easy to understand as traffic lights

7 VALID has applied 'ISO 31000 - Risk Management' and the 'Tolerability of Risk Framework' (ToR) to tree risk-benefit management and assessment, which we've adopted. In ISO risk terms, our 'objectives' are to grow, maintain, and conserve trees because of the many benefits they give us we need. And, to manage the risk from tree failure to an Acceptable or Tolerable level. We're going to manage the risk from our trees with **Passive Assessment** in all zones of use. And **Active Assessment** in zones of high confluence (high use + large trees). We have four easy to understand traffic light coloured risk ratings to show how we'll manage the risk.



Red Not Acceptable risks will be reduced to an Acceptable level

Amber Not Tolerable risks will be reduced to an Acceptable level, but with a lower priority than red Not Acceptable risks

Amber Tolerable risks will not be reduced, but may require an increased frequency of assessment than green Acceptable risks

Green Acceptable risks will not be reduced

What is Passive Assessment?

Trees with the highest risk are the easiest to spot

Be watchful after storms

Storms can break tree roots without blowing them over

Signs to look out for are

**Change in angle of the trunk
Large cracks in the soil
Hump in the ground on one side**

When a tree has a risk that might not be Acceptable or Tolerable. It'll usually have an Obvious Tree Risk Feature you can't help but notice. Passive Assessment is simply picking up on these obvious risk features as you go about your day-to-day routine. If you see anything like these features on your trees, get in touch with us.

Root failure



Hanging branches

Don't forget to look up

Branches can break during storms and still hang on

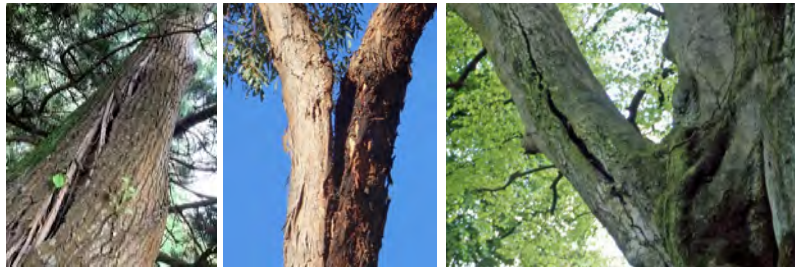
Sometimes they can get stuck up there for quite a while



A crack or split into the wood, beyond the bark

When trees bend and twist in storms the wood can split and crack

Vertical cracks in the bark are just the tree growing well there's no need to worry



Decline & death

To stay healthy and strong trees need 'solar panel' leaves to make food

When trees suffer they often have much less leaf cover and many dead branches

Standing dead trees have great habitat benefits but need checking



Decay fungi fruiting bodies

To decay fungi these 'fruits' are like apples to an apple tree

Decay fungi and trees mostly live happily together creating essential habitat for wildlife

Fungi can sometimes 'eat' too much wood and weaken the tree



2 What is Active Assessment?

Trained assessors (Validators) looking for risks that are not Acceptable or Tolerable 8 Active Assessment is when we're looking for risks that might not be Acceptable or Tolerable. It's also triggered when **Passive Assessment** has picked up a tree that needs a closer look. Active Assessment has 3 levels to it that increase in depth of evaluation. The 3 levels are Basic > Detailed > Advanced.

Risk ratings are limited by the level of assessment 9 Risk ratings have limitations that depend on the level of assessment at which they're made. For instance, when we carry out Active Assessment at a Basic level. If there are no Obvious Tree Risk Features, the risk is Acceptable at that level of assessment. A Detailed or Advanced Assessment is a more thorough evaluation than a Basic Assessment. They might find features that weren't apparent at a Basic level, and the risk could be higher. However, carrying out a higher level of assessment, with the additional costs. When there's no obvious feature to trigger it. Isn't reasonable, proportionate, or reasonably practicable.

2.1 Basic Assessment

Finding the few trees where the risk might not be Acceptable or Tolerable 10 At a Basic level of assessment, we're looking for trees with obvious features where the risk might not be Acceptable or Tolerable. We're also keeping an eye out for features that might increase the likelihood of failure. We can evaluate the significance of these features with VALID's Tree Risk App, and will carry out a Detailed Assessment when it's necessary. Rarely, we may come across emergency work, and we'll let you know about this as soon as we can.

Tree alerts you raise from Passive Assessment 11 If you raise an alert from **Passive Assessment**. We'll decide whether the tree needs a closer look at this Basic level of assessment.

We'll assess the trees from easily accessible ground 12 We'll assess trees from easily accessible ground, by foot, bike, or in a vehicle with a drive-by, and agree which one with you beforehand.

If we can't get a close enough look at a tree that we need to we'll let you know 13 If there are any trees we need to get a closer look at. But can't because of climbing plants, undergrowth, hedgerows, boundaries, basal growth, or because the ground is too difficult. We'll let you know.

The trees or what they could fall on and the type of assessment will be recorded 14 We'll record trees or what they could fall on and how we covered the ground. For example, in a park. We plot and record that we've assessed individual or groups of trees on foot. Whereas, if there are many trees beside a road. We may record that we've assessed the road, on foot. Or with a drive-by.

No Obvious Tree Risk Features The risk is Acceptable 15 Unless a tree has a feature to trigger carrying out a Detailed Assessment, the risk is Acceptable at this Basic level of assessment.

2.2 Detailed Assessment

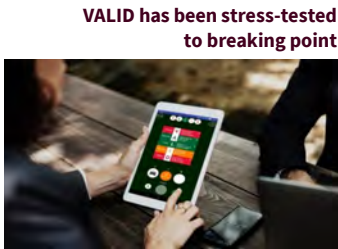
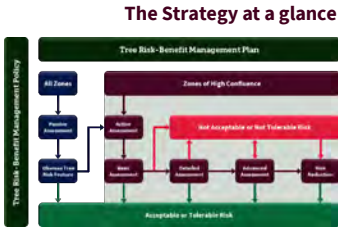
We do a Detailed Assessment when a tree needs a closer look 16 We'll carry out a Detailed Assessment on trees that we've picked up during a Basic Assessment as needing a closer look. Or when you've asked for a Detailed Assessment on a tree.

17 We carry out Detailed Assessments with VALID's Tree Risk App, and do them from ground level.

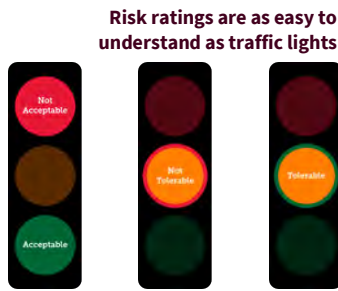
You'll get an easy to understand one side PDF report 18 The App prints an easy to understand one side PDF report. The report includes the risk rating. Risk review year. Risk reduction work (if necessary). And any general management advice that will help you.

2.3 Advanced Assessment

Large and important trees might be worthy of more effort and cost 19 If we need more information about the likelihood of failure, we can carry out an Advanced Assessment. Often, we do this because you have a valuable tree which has extensive decay. The tree may have significant strength loss and we want to find out whether the tree is strong enough. Or, an aerial inspection is necessary to look at the upper stem and branches. When a tree needs an Advanced Assessment, we'll let you know what options you have. If costs are substantial, we can help you decide whether the tree has enough value and future benefits to justify the investment.



VALID has been stress-tested to breaking point



Risk ratings are as easy to understand as traffic lights

Visit our Training page Or get in touch for help

3 Simpler • Clearer • Smarter

- 20 Whether you manage or assess tree risk, we're here to help make your life less complicated and more effective.
- 21 From Strategy to App, we've got all your bases covered with the first complete tree risk-benefit management system. By taking out bafflegab (vague and ambiguous words) and numberwang (questionable maths that you can easily get wrong) from tree risk, we've made it...
- 22 "Uncomplicated...intuitive...simpler...clearer...smarter"
- 23 This is what Duty Holders, Arborists, and other team members who we've trained as Basic Validators are all saying. They're some words you'll likely use to describe how you feel after you've validated your approach to tree risk.

3.1 Tree risk-benefit management

- 24 Whether you're a Government Agency, Landowner, or Homeowner you have a duty of care to manage the risk from your trees falling or dropping branches. To fulfil your duty, you should be reasonable, proportionate, and reasonably practicable about managing the risk to an Acceptable or Tolerable level.
- 25 VALID's got your back here with our full range of ISO 31000 compliant and common sense Tree Risk-Benefit Management Strategies. As part of our not-for-profit goals, we've released all the strategies under a creative commons license. That means they're free and open to everyone. Validators can help you customise your strategy. Or, they have an abbreviated *Validator Strategy* that covers you and them.

3.2 Tree risk-benefit assessment

- 26 Risk-benefit assessments are carried out under the protective umbrella of our Tree Risk-Benefit Management Strategy. The Strategy does more than 95% of your assessments for you. When you need to carry out a *Detailed Assessment*, you'll use our super smart and intuitive Tree Risk App.
- 27 We've built the engine of the App with a Professor of Natural Hazards & Risk Science. The Professor's an internationally distinguished expert in this field. He's test-driven the model to breaking point:

"We have stress-tested VALID and didn't find any gross, critical sensitivities. In short, the mathematical basis of your approach is sufficiently robust and dependable for any practical purpose."

Willy Aspinall
Cabot Professor in Natural Hazards & Risk Science
University of Bristol

3.3 Tree risk ratings

- 28 Yes, it really is that clear and easy to understand. There's no confusion about what vague and ambiguous words, or complicated numbers mean. We have four easy-to-understand traffic light coloured risk ratings.
- Red Not Acceptable** risks will be reduced to an Acceptable level
- Amber Not Tolerable** risks will be reduced to an Acceptable level, but with a lower priority than red Not Acceptable risks
- Amber Tolerable** risks will not be reduced but may require an increased frequency of assessment than green Acceptable risks
- Green Acceptable** risks will not be reduced

3.4 Tree risk-benefit management advice & training

- 29 We work with Duty Holders to help them manage the risk and benefits from their trees. We also train Arborists to become **Validators**. And personnel who spend a lot of time outside, who aren't Arborists, to be **Basic Validators**.

Attachment 12 - Assumptions and Limiting Conditions

1. Any legal description provided to the consultant is assumed to be correct.
2. It is assumed that this property is not in violation of any codes, statutes, ordinances, or other governmental regulations.
3. Loss or alteration of any part of this delivered report invalidates the entire report.
4. Drawings and information contained in this report may not be to scale and are intended to be used as display points of reference only.
5. The consultant's role is only to provide information and provide options for mitigation. Inaction on the part of those receiving the report is not the responsibility of the consultant.
6. The information provided in this report includes information and recommendations for the benefit of our client's decision making. The ultimate decision of whether to retain, remove, prune, inspect, or otherwise apply treatment recommendations to a tree is the sole responsibility of the tree owner, and not the responsibility of the project arborist. If there are any questions or concerns with the information presented in this report, please contact our firm so that we can address any issues as soon as possible.
7. The following additional limitations apply to the likelihood of failure assessment:
 - a. Only visible or detectable tree conditions were considered;
 - b. This assessment only represents the condition of the tree and site at the time of the assessment;
 - c. Any tree, whether it has visible weakness or not, will fail if the forces applied exceed the strength of the tree or its parts;
 - d. This assessment only considers historically normal weather conditions that might occur during the stated timeframe; it does not consider unusual or extreme weather events;
 - e. The stated likelihood of failure is not a guarantee of tree stability or instability; and,
 - f. This assessment is restricted to the tree specifically addressed in this inspection report and does not include any other nearby trees that may present potential hazards to people or property.
8. The scope of work for this report is to:
 - a. Data Analysis and Risk Categorization: Analyze site and tree information collected via background research and during the site visits to determine 1) likelihood of failure, 2) likelihood of impact, 3) likelihood of failure and impact, and 4) consequences of failure for each tree part, condition of concern, and assessed target using the International Society of Arboriculture's tree risk assessment process. Based on this information, determine the overall risk rating of the tree from low, moderate, high, to extreme.
 - b. Mitigation Options: Using the risk categorization results and risk ratings for each tree part and target of concern, provide risk mitigation options to reduce risk. Risk mitigation options may include but not be limited to cabling, bracing, reduction pruning, periodic future inspection intervals, target protection, target restrictions, and soil, pest, or disease treatments. An overall residual risk rating for the tree is to be provided on a scale of low, moderate, high, to extreme based on the

- mitigation options. Specifications and cost estimates for mitigation options will be determined in collaboration with other professionals that can complete the work.
- c. Level 3 Advanced Tree Risk Assessment Report: Provide an arborist report as the final deliverable and include a detailed summary of the project background and history, data collection, tree and site conditions, tree parts and conditions of concern, target information, risk categorization for each tree part and target of concern, risk rating for each tree part and target of concern, mitigation options, residual risk after mitigation is applied, and specifications and cost estimates for each risk mitigation treatment. The report is to be organized in a clear and concise format, include photos and maps as supplemental exhibits, and include additional detailed data such as sonic tomography results as attachments to the report.

Recommendation of Todd Prager and Associates (pp. 21 – 22)

“In weighing the various costs and benefits, a reasonably prudent management alternative is Option B which involves:

- *Tree retention;*
- *Reduction pruning to reduce risk of branch failure;*
- *Installing supplemental support to further reduce risk of branch failure and reduce likelihood of target impacts;*
- *Root zone management to improve soil and root zone conditions; and*
- *Ongoing monitoring on a five year or less interval to proactively address ongoing risks.”*

Table 1. Preliminary One-Time Costs for Option B

Reduction Pruning		
Traffic control** (itemized in Table 3)	\$7,500	\$8,340
Reduction pruning by Certified Arborist*	5,000	12,000
Supplemental Support Systems		
Dynamic cabling support*	1,200	4,000
Root Zone Management**		
Arborist task supervision (\$140 per hour for 8 hours)	1,120	1,120
Excavator rental (\$120 per hour for 8 hours with \$200 mobilization fee)	1,160	1,160
Dump truck rental (\$190 per hour for two hours)	380	380
Disposal fee	450	450
Native planting (bunchgrass and wildflower)****	100	100
Organic mulch*	100	100
Labor for mulch installation*	1,080	1,080
Soil nutrient testing (optional)***	48	48
Soil density testing (optional) by certified geoengineer*	600	1,000
Permitting		
WA Department of Archeology Historical Preservation (DAHP) Permit**	5,000	10,000
Subtotal	23,738	39,778
Contingency Cost of 25%	5,934.50	9,944.50
TOTAL	\$29,672.50	\$49,722.50

Estimate Sources:

* Estimate provided by Todd Prager and Associates in [Tree Risk Assessment for Davis-Meeker Oak](#)

** Estimate provided by City of Tumwater Transportation and Engineering Department

***[Thurston Conservation District](#) provides soil nutrient sampling services.

****[Northwest Meadowsapes](#) provides a variety of native planting seeds.

Table 2. Possible Ongoing Costs for Option B

Monitoring and ongoing maintenance**	Recurring	\$2,000	\$10,000
Cable inspections include equipment rental**	Annually	\$5,000	\$10,000
Reinstallation (every 8 years)*	Every eight years	\$1,200	\$4,000
Level 2 basic visual tree assessment*	Every five years or after storm events	\$800	\$1,500
Level 3 advanced tree assessment *	Every five years or after storm events	\$3,000	\$6,000

Estimate Sources:

* Estimate provided by Todd Prager and Associates in [Tree Risk Assessment for Davis-Meeker Oak](#)

** Estimate provided by City of Tumwater Transportation and Engineering Department

Table 3. Preliminary Traffic Control Costs for Reduction Pruning

One Way Alternating Option – Two Days of Work Assumed	
Traffic control devices – Signs and cones	\$1,000
Portable Changeable Message Sign (PCMS) boards x3 (Old 99 North, Old 99 South, and Henderson Boulevard locations)	2,500
Flaggers x2 (\$80 per hour for 16 hours)	2,560
Traffic control supervisor (\$80 per hour for 16 hours)	1,280
Mobilization, set up, and tear down	1,000
TOTAL	\$8,340
Detour Option – Two Days of Work Assumed	
Traffic control devices – Signs and cones	\$3,000
Portable Changeable Message Sign (PCMS) boards x3 (Old 99 North, Old 99 South, and Henderson Boulevard locations)	2,500
Mobilization, set up, and tear down	2,000
TOTAL	\$7,500

TO: City Council
FROM: Michelle Sutherland, Administrative Services Director
DATE: April 9, 2025
SUBJECT: Administrative Services Annual Report

1) Recommended Action:

None, this is an information item to brief the City Council on the efforts of the department in 2024.

2) Background:

The Administrative Services Department supports the city mission and strategic priorities by providing Human Resources and City Clerk services to the city in alignment with the goal of refining and sustaining a great organization.

3) Policy Support:

City Council Strategic Priorities and Council Goals 2025-2026

- Refine and Sustain a Great Organization

4) Alternatives:

None

5) Fiscal Notes:

This is an internally funded item.

6) Attachments:

A. Administrative Services Department 2024 Annual Report

DEPARTMENT ANNUAL REPORT

2024 YEAR IN REVIEW

Michelle Sutherland, Administrative Services Director



ABOUT THE DEPARTMENT

The Administrative Services Department supports the city mission and strategic priority of refining and sustaining a great organization. Working collaboratively with every department in the city, Administrative Services oversees core internal operations that keep the organization running effectively and efficiently. Its key functions include managing human resources—such as recruitment, workforce planning, employee relations, benefits administration, labor relations, training and development, and compliance; along with city clerk responsibilities of maintaining official records, preparing agendas and minutes for city council meetings, managing public disclosure requests, recording of legal documents, maintaining ordinances and resolutions, and municipal code. The Administrative Services Department ensures human resources and city clerk internal systems and processes are professional, transparent, and legally compliant.

ACCOMPLISHMENTS

- Conducted a comprehensive Classification and Compensation Study to ensure internal pay equity and alignment with market standards.
- Developed and implemented a new Non-Represented Salary Schedule to support competitive recruitment and employee retention.
- Strengthened labor relations by successful City team negotiation of the 2025–2027 International Association of Firefighters contract, emphasizing collaboration and fiscal responsibility.
- Developed a citywide workforce planning strategy and initiated the city's first formal Workforce Plan to address future staffing needs and succession planning.
- Achieved Well-City status through the Association of Washington Cities, resulting in a 2% reduction in employee benefit costs.
- Enhanced recruitment and onboarding processes, improving efficiency and candidate experience.
- Improved public access to city records and meetings through expanded use of digital tools and transparency initiatives.
- Continued to streamline City Clerk records management digital processes, increasing accessibility, transparency, and compliance with retention requirements.

BY THE NUMBERS

DEPARTMENT NAME

1

DEPARTMENT ANNUAL REPORT

Public Records Requests received and processed in 2024 - 1,953
Employees Hired and Onboarded in 2024 – 46
Employee Attrition in 2024 – 29 (includes seasonals)
OSHA Reportable Injuries in 2024 – 13

DIVISION NEWS

The Administrative Services Department continues to strive to deliver high-quality service through the dedication of their exceptional professional staff. Human Resources is staffed by a knowledgeable team focused on recruitment, employee development, labor relations, and organizational support. Their work ensures that the City attracts and retains top talent while fostering a productive workplace. Our City Clerk staff maintains transparency and compliance in all legislative processes, records management, and public services. Both departments are essential to the City's operations, and their skilled teams consistently demonstrate integrity, efficiency, and a commitment to excellence in serving the City of Tumwater. We're looking forward to collaborating effectively and efficiently with all departments, and delivering strong results in 2025 and 2026.

GOALS FOR 2025-2026

- Optimize Organizational Development and Training
- Develop Talent Acquisition Strategies
- Workforce Plan Completion for 2027-2032
- Departmental Process Optimization and Standard Operating Procedure Development
- HRIS Software Module Implementation – Performance Management, Onboarding, HRIS ERP Modules
- City Personnel Policy Review and Update
- Transition to Meeting Action Minutes
- Employee Benefit Analysis
- Complete Records Management Grant Application
- Conduct an Employee Satisfaction Survey
- Develop Strategies to Promote Employee Engagement and Wellbeing