



CITY OF
TUMWATER
CITY COUNCIL
MEETING AGENDA

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

Tuesday, May 21, 2024
7:00 PM

1. **Call to Order**
2. **Roll Call**
3. **Flag Salute**
4. **Special Items:**
 - a. New Police Officer Introduction -Javkhlán Battumur (Police Department)
 - b. Proclamation: Public Works Week, May 19-25, 2024
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, May 7, 2024
 - b. Payment of Vouchers (Finance Department)
 - c. Ordinance No. O2024-001, Updates to Title 15 (2021 Building Code Update) (General Government Committee)
 - d. Ordinance No. O2024-003 Establishing a new fund "Public Safety Sales Tax" (General Government Committee)
 - e. Resolution No. R2024-003 Percival Creek Fish Passage Barrier Removal #22-1161 (Public Works Committee)
 - f. Enterprise Resource Planning System Contract Amendment No. 2 (General Government Committee)
 - g. Interlocal Data Share Agreement with the State Auditor's Office (General Government Committee)
 - h. Law Enforcement Records Management System Interlocal Data Share Agreement with the State Auditor's Office (General Government Committee)
 - i. Memorandum of Understanding with the Cities of Lacey, Olympia, and Yelm for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update (General Government Committee)
7. **Public Hearings:**

- a. [Resolution No. R2024-004 Six-Year Transportation Improvement Program \(Public Works Committee\)](#)

8. Committee Reports

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

9. Mayor/City Administrator's Report

10. Councilmember Reports

11. Any Other Business

12. Adjourn

Hybrid Meeting Information

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

Watch Online

Go to <http://www.zoom.us/join> and enter the Webinar ID 834 6059 8170 and Passcode 950058.

Listen by Telephone

Call (253) 215-8782, listen for the prompts and enter the Webinar ID 834 6059 8170 and Passcode 950058.

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_X2EYwIKRQzm8kiYRh22_iA

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 recording of this meeting will be available within 24 hours of the meeting.

Accommodations

The City of Tumwater takes pride in ensuring that people with disabilities are able to take part in, and benefit from, the range of public programs, services, and activities offered by the City. To request an accommodation or alternate format of communication, please contact the City Clerk by calling (360) 252-5488 or email CityClerk@ci.tumwater.wa.us. For vision or hearing impaired services, please contact the Washington State Relay Services at 7-1-1 or 1-(800)-833-6384. To contact the City's ADA Coordinator directly, call (360) 754-4128 or email ADACoordinator@ci.tumwater.wa.us

Proclamation

WHEREAS, public works programs and services for Tumwater are a joint effort of the Water Resources and Sustainability Department and the Transportation and Engineering Department. Together, they provide essential services that are an integral part of our community such as water, sewer, stormwater, streets and sidewalks, fleet maintenance, engineering, and geographic information systems; and

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of Tumwater; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, natural resources, water treatment and solid waste systems, public buildings, and other structures and facilities essential for the people in our city; and

WHEREAS, it is in the public interest of the individuals, businesses, civic leaders, and youth in Tumwater to learn about and maintain an ongoing interest and understanding of the importance of public works and public works programs.

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

May 19 - 25, 2024

Public Works Week

and I call upon the people of the City of Tumwater to learn about our public works facilities and services, and to recognize our Water Resources and Sustainability and Transportation and Engineering employees for the substantial contributions they make to protect our health, safety, comfort, and quality of life in Tumwater.

Signed in the City of Tumwater, Washington, this 21st day of May, in the year, two thousand twenty-four.



Debbie Sullivan

Debbie Sullivan

Mayor

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 1**

CONVENE: 7:00 p.m.

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

Staff: City Administrator Lisa Parks, City Attorney Karen Kirkpatrick, Finance Director Troy Niemeyer, Police Chief Jon Weiks, Community Development Director Michael Matlock, Parks and Recreation Director Chuck Denney, Assistant Fire Chief Shawn Crimmins, Transportation and Engineering Assistant Director Mary Heather Ames, Building Official Al Christensen, Planning Manager Brad Medrud, Land Use and Housing Planner Erika Smith-Erickson, and City Clerk Melody Valiant.

SPECIAL ITEMS:

**PROCLAMATION:
BIKE MONTH, MAY
2024:** Councilmember Von Holtz read a proclamation declaring the month of May 2024 as *Bike Month*. The proclamation encourages all residents to put forth their best effort to reduce single-occupant motor vehicle trips to reduce air pollution, energy consumption, and traffic congestion.

Mayor Sullivan presented the proclamation to Duncan Green representing Intercity Transit and the Thurston County Bicycle Community Challenge. The month-long community challenge is the region’s celebration in recognition of the month of May as *National Bike Month*. On Thursday, May 16, 2024, the challenge will feature six bike refresher stations in and around the Olympia area featuring free coffee, treats, bicycle information, and giveaways from 7 a.m. to 9 a.m. All events are free of charge and all community members are encouraged to participate.

**PROCLAMATION:
EMERGENCY
MEDICAL SERVICES
WEEK, MAY 19-25,
2024:** Councilmember Dahlhoff read a proclamation declaring *Emergency Medical Services Week, May 19-25, 2024*. The proclamation encourages all people to join in the observance to recognize those who give so much of themselves and consistently rise to the challenge for the safety and health of others.

Assistant Fire Chief Shawn Crimmins recognized local healthcare providers of dispatchers with T-COMM, Tumwater EMTs and Paramedics, Thurston County Medic One, private ambulance companies, Providence St. Peter’s Hospital, and Capital Medical Center. During 2023, Tumwater Fire Department responded to 6,183 emergency calls with 85% of the calls emergency medical services. May is also the 10th anniversary of Tumwater Fire Department providing compression-only CPR classes to local middle and high

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 2**

schools in the Tumwater School District.

**PROCLAMATION:
HISTORIC WOMEN'S
OLYMPIC
MARATHON TRIALS
CELEBRATION WEEK,
MAY 12-19, 2024:**

Mayor Sullivan read a proclamation declaring *Historic Women's Olympic Marathon Trials Celebration Week, May 12-19, 2024*. The proclamation encourages all people to participate in celebration of the history making achievements that inspired generations of women of all ages to pursue excellence in athletics.

Mayor Sullivan presented the proclamation to Councilmember Swarthout, a member of the Trials Legacy Committee. A reunion and celebration of the historic 1984 inaugural U.S. Women's Olympic Marathon Trials, held in Olympia, Washington forty-years ago, will be held May 16 through May 19, 2024. Over 60 runners from the 1984 Trials will travel to Olympia reuniting to commemorate that historic race. The 40th Anniversary Celebration Banquet will be held at Indian Summer Country Club on Friday, May 17, 2024. The Capitol City Marathon Expo and Meet & Greet with the 1984 athletes will be held at Sylvester Park in Olympia on Saturday, May 18, 2024 from 2 p.m. to 5 p.m.

**TRANSPORTATION
BENEFIT DISTRICT
2023 ANNUAL
REPORT:**

Assistant Director Ames presented the 2023 Transportation Benefit District (TBD) Annual Report. The TBD was established by voter approval to preserves and maintain City street infrastructure.

Some accomplishments in 2023 include planning for future projects, completion of some pavement condition ratings, design work for several projects (Israel Road & Linderson Way Pedestrian and Bicycle Improvements and Linwood Avenue Sidewalk/Signal Lane project), and completion of the 2023 Pavement Maintenance project.

In 2024, two pedestrian and bicycle projects and paving of the 2nd Avenue Pedestrian and Bicycle Improvements project are scheduled.

The TBD Annual Report will be posted on the City's website following approval by the City Council.

MOTION:

Councilmember Swarthout moved, seconded by Councilmember Agabi, to approve the 2023 Transportation Benefit Annual Report as presented. A voice vote approved the motion unanimously.

PUBLIC COMMENT:

Pamela Hansen, P.O. Box 14521, Tumwater, spoke to the Integrated Planning Grant of \$200,000 for the Washington State Department of Transportation (WSDOT) Capitol Boulevard property. As she has previously stated, she believes the property should be the site of the Tumwater Police Department and the Tumwater Fire Department because of easy access for emergency response and because of pollution from fuel tanks previously located on the site. The service

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 3**

provider agreement for the environmental investigation should include information to reinforce an audit of the source related to the pollution caused by the fuel tanks.

CONSENT CALENDAR:

- a. Approval of Minutes: City Council, April 16, 2024
- b. Approval of Minutes: City Council Work Session, April 23, 2024
- c. Payment of Vouchers
- d. Resolution No. R2024-010, Surplus Property
- e. Service Provider Agreement with Haley and Aldrich for the Integrated Planning Grant for the DOT Capitol Boulevard property
- f. Brewmaster’s House Renovation Contract Change Order #2

MOTION:

Councilmember Von Holtz moved, seconded by Councilmember Althausser, to approve the consent calendar as published. A voice vote approved the motion unanimously.

Mayor Sullivan reviewed the items approved on the consent calendar.

PUBLIC HEARINGS:

**ORDINANCE O2024-002
BUDGET
AMENDMENT NO. 2:**

Mayor Sullivan opened the public hearing on Ordinance O2024-002 Budget Amendment No. 2 at 7:32 p.m.

Director Niemeyer recalled the review of the proposed budget amendment by the Council during a recent work session. The review included the City’s ERP system with new budget controls highlighting some areas that were not appropriately budgeted. One change pertains to fees collected on behalf of the LOTT Clean Water Alliance for wastewater services requiring an increase in the budget. Other changes are additional vehicle upgrades for utilities, new office space at South Puget Sound Community College for Water Resources and Sustainability staff, addition of several intern positions, and wage compression adjustments. The amendment affords funds to complete the fire kitchen remodel and replace the City Hall sign. The amendment reflects the removal of the Flock camera system to provide more time to review the system. The amendment includes funds for programs in the Parks and Recreation Department with the expenditures reimbursed by grants. The budget lacked a solar powered electric vehicle charging station at Pioneer Park. Budget authority is required to utilize the grant to install the charging station with most of the cost reimbursed by the grant.

Director Niemeyer reviewed the total in both revenues and expenditures resulting in a net budget increase of \$138,000.

Director Niemeyer addressed questions involving expenses funded by

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 4**

grants.

Councilmember Agabi asked about the reasons for withdrawing the Flock camera system. Director Niemeyer explained that some concerns were voiced about privacy and other associated issues in addition to pending negotiations on a proposed contract. The delay affords time to address equipment concerns and to complete negotiations on the contract. Given the concerns by the Council and the lack of a negotiated contract, staff recommends withdrawing the camera system from the amendment.

Councilmember Agabi noted that the camera system was the subject of a briefing to the Public Health and Safety Committee in December 2023. If and when the proposal is reconsidered, the committee should be briefed before negotiations begin on the contract.

PUBLIC TESTIMONY:

Brian Reynolds, 9020 Longberg Street SW, said he is representing the Tumwater Chamber of Commerce as the Acting President. The Chamber in conjunction with the Tumwater Education Foundation and Tumwater Rotary are awarding scholarships for high school students at Tumwater High School and Black Hills High School. The attendance of many students to the Council meeting is a great testament to the City of Tumwater.

Pamela Hansen, P.O. Box 14521, Tumwater, expressed appreciation for delaying implementation of the Flock camera system to afford time for the Council to address concerns. She views a need within the community for the camera system as stolen vehicle license plates is an ongoing concern. She supports scheduling a public hearing on the proposal to learn about opposition and the potential for a future lawsuit.

Mayor Sullivan closed the public hearing at 7:45 p.m.

Councilmember Althaus commented that the budget amendment is primarily an accounting adjustment rather than reflective of any policy decisions. He supports not including the Flock camera system because there are indications for a need to engage in more discussions. He supports moving forward with the proposed budget amendment.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Jefferson, to Adopt Ordinance No. O2024-002, Budget Amendment No. 2.

Councilmember Dahlhoff said she also supports withdrawing the camera system for more discussion. She is hopeful the time expended on briefings and researching body-worn cameras and potential

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 5**

implementation could be supported from funding from the recent passage of Proposition 1.

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

**COUNCIL
CONSIDERATIONS:**

**2024 COMMUNITY
DEVELOPMENT
BLOCK GRANT
(CDBG) FUNDING
RECOMMENDATION:**

Manager Medrud presented the recommendation from the Budget and Finance Committee on funding recommendations for the 2024 Community Development Block Grant (CDBG) funds. The City receives CDBG funds every three years pursuant to an interlocal agreement with Thurston County that includes the South Thurston County jurisdictions and City of Lacey. The City of Tumwater contracts with Thurston County to administer the Request for Proposal (RFP) process and administration of the grant and funding awards.

The City of Tumwater issued RFPs for affordable housing capital projects and housing services. The request is to provide a recommendation on the awards for consideration by the Board of County Commissioners for allocating CDBG funds.

The City received 10 applications. Four of the applications were for affordable housing capital projects and six were for public services. The Budget and Finance Committee met and interviewed each applicant.

The Department of Housing and Urban Development (HUD) recently released the amount of the CDBG award this year with 20% retained by Thurston County for administrative costs. Of the remaining 80%, 15% is allocated to social services with the remainder for capital projects. The City will receive \$1,229,319 in funds with the administrative amount to Thurston County of approximately \$245,000.

Councilmember Jefferson asked whether this year’s award is reflective of an increase or decrease from the prior funding award. Manager Medrud said the grant is essentially the same amount that was received in 2021.

Manager Medrud reviewed the funding applications:

Capital Projects:

- Homes First – Major Rehabilitation of Low Income Clean and Sober Housing
- Rebuilding Together Thurston County – Critical Home Rehabilitation Program

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 6**

- South Puget sound habitat for Humanity – Critical Home Repairs
- South Puget Sound Habitat for Humanity – Tâlicn Townhomes Buy Down

Public Service Projects:

- Boys and Girls Clubs of Thurston County – Tumwater Boys & Girls Club Scholarships for Youth
- Catholic Community Services – The Community Kitchen
- Family Education and Support Services – Peer Recovery Specialist
- Senior Services for South Sound – Home Share Program
- Thurston County Food Bank – Home Delivery and Other Bank
- TOGETHER! – Tumwater Community Schools

The committee considered three criteria in evaluating the applications:

- Conceptual soundness of the project
- Financial feasibility of the project
- Applicant’s demonstrated ability to implement the project and comply with program requirements

Because of the uncertainty of the final grant amount, the committee established contingency amounts to account for either more or less grant funds.

The committee recommends the following grant awards:

- Homes First – requested \$375,000, proposed funding award: \$245,000
- Rebuilding Together Thurston County – requested \$75,000, proposed funding award: \$75,000
- South Puget Sound Habitat for Humanity – requested \$45,000, proposed funding award: \$45,000
- South Puget Sound Habitat for Humanity – requested \$560,000, proposed funding award: \$434,057.35

The committee established the following capital projects funding contingencies:

1. The final HUD CDBG allocation for capital projects was more than \$780,000, so the allocation for the South Puget Sound Habitat for Humanity Tâlicn Townhomes Buy Down program was increased to bring the capital projects budget in line with the final HUD CDBG allocation.
2. If funds for the Homes First Major Rehabilitation – Low Income Clean and Sober Housing project, Rebuilding Together

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 7**

Thurston County (RTTC) Critical Home Rehabilitation Program, and South Puget Sound Habitat for Humanity Critical Home Repairs program are not used in the time allocated, the remainder will be allocated to the South Puget Sound Habitat for Humanity Tallich Townhomes Buy Down program.

The committee recommends the following grant awards for Public Services applicants:

- Boys and Girls Clubs of Thurston County – requested \$55,069.00, proposed funding award: \$40,000.00
- Catholic Community Services – requested \$3,169.40, proposed funding award: \$3,200.00
- Family Education and Support Services – requested \$58,000.00, proposed funding award: \$31,800.00
- Senior Services for South Sound – requested \$23,000.00, proposed funding award: \$15,000.00
- Thurston County Food Bank – requested \$100,000.00, proposed funding award: \$30,000.00
- TOGETHER! – requested \$100,000.00, proposed funding award: \$64,397.85

The committee established the following service projects funding contingency:

1. The final HUD CDBG allocation for service projects was more than \$180,000, so the allocation for the TOGETHER! Tumwater Community Schools program was increased to bring the service projects budget in line with the final HUD CDBG allocation.

Councilmember Cathey commented on the pressing need for cleaning and hygiene products in the community that fall under the umbrella of Thurston County Food Bank – Other Bank Program. She recommended increasing the amount by specifying the allocation of the grant award to ensure the Other Bank Program receives funding.

Manager Medrud reported the recommendation to the Council is to approve the City's 2024 CDBG award recommendations and forward to the Board of County Commissioners for consideration and approval. Next steps include the Thurston County Public Health & Social Services staff preparing and scheduling a public hearing, presenting the draft plan to the Board of County Commissioners for approval, and submitting the plan to HUD. The City's selection of projects is a recommendation to the Board of County Commissioners as the Thurston County is the legal entity for receiving the funds from

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 8**

HUD.

The annual action plan will be posted for public review and comment on May 17, 2024. A public hearing has been scheduled with the Board of County Commissioners on June 18, 2024 with an expectation that Thurston County will forward conditional award letters to agencies by the end of June. By September/October, the City will begin receiving contracts (issued by Thurston County) following notification from HUD.

Councilmember Jefferson spoke to the realm of needs within the community requiring a substantial amount of additional funds. She asked about the possibility of funding the Home Share program at the level funded in 2021.

Mayor Sullivan agreed the needs are great; however, there is a limited amount of funds. The committee considered a fair process for allocating funds. When shortfalls occur, other funding sources could be considered to fill gaps. The City only receives CDBG funds once every three years.

Councilmember Cathey echoed similar comments and asked about the opportunity for the Council to discuss the funding recommendations for possibly shifting some funds to the Other Bank Program.

Councilmember Althausser described the committee's process for considering each funding award and the challenges of having to reduce awards because of the lack of funds. The committee's decisions were based on specific criteria to include whether the recipients receiving the benefit reside in Tumwater. He suggested an option of approving the funding recommendations as presented with a caveat that Thurston County Food Bank dedicates 50% of its award evenly to both of its programs.

City Administrator Parks noted that the application from Thurston County Food Bank was for the Home Delivery Program to include Other Bank Program items that would be included in the packages within the delivery program because the Food Bank lacks a facility in Tumwater to store Other Bank items. The packages delivered to homes would include both Food Bank items and Other Bank items.

Councilmember Cathey asked for verification as to whether the value of the award was less because the application was new and not exclusive to Tumwater residents. Manager Medrud affirmed the reasons and added that this year another challenge included six applications submitted for funding compared to four applications received during the 2021 funding process.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 9**

Councilmember Swarhout commented on the difficulty of allocating limited funds to all six applications especially when two applications were new without harming programs previously supported by the City.

MOTION:

Councilmember Althaus moved, seconded by Councilmember Jefferson, to approve the City’s 2024 Community Development Block Grant (CDBG) award recommendation to the Thurston County Board of Commissioners based on the Budget and Finance Committee’s funding recommendation at its April 23, 2024 meeting. A voice vote approved the motion.

**SERVICE PROVIDER
AGREEMENT WITH
HALEY AND ALDRICH
FOR THE
BROWNFIELD
ASSESSMENT EPA
GRANT:**

Director Matlock reported the request is to authorize the Mayor to sign the Service Provider Agreement with Haley and Aldrich for the Environmental Protection Agency (EPA) Brownfield Assessment Grant. The grant enables the City to inventory and assess environmental contaminants for future work to clean the site and redevelop the properties. The focus is on the Brewery District including priority sites of the knoll and brewery properties located in Tumwater Valley (warehouses), and the vacant WSDOT site off Capitol Boulevard. The work includes a public involvement plan to inform property owners, stakeholders, and residents. The work will be completed in phases with Phase 1 and Phase 2 on environmental analyses to identify the extent of contaminants and to assist in the development of site-specific clean-up plans for the properties. The \$500,000 grant is a nationally competitive grant with no match required. The successful outcome of the project will set the stage for remediation and future planning for redevelopment of the sites.

Staff published a Request for Qualifications (RFQ) for the project. The City received six applications. Staff reviewed the applications and selected Haley and Aldrich.

Julie Wilson-Wukelic, Environmental Sciences and Engineering Manager, Senior Principal Engineer with Haley and Aldrich, thanked the Council for selecting the firm to complete the important project. The company has served clients in the Pacific Northwest for 50 years. The company has 45 offices located across the country. The firm has assembled a team of experts to implement the grants. Next steps include preplanning and scheduling some workshops with members of the community and real estate professionals to confirm priorities and next steps. Onsite work will include additional soil and groundwater sampling and analysis to fill data gaps and site inventories within the Brewery District.

Jim Maul, Gemini Environmental Strategies, reported he began his

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 10**

career in environmental consulting more than 40 years ago. He specializes in investigations, collecting data, and remediation activities. He described his work on remediation of a landfill in Grants Pass enabling the continued operation of the landfill with proceeds from site operations funding the environmental cleanup of the site while also upgrading the landfill to meet modern technical specifications. The project team is striving to leverage both grants to the maximum extent, limit the City’s risk, and maximize the City’s return on investment by developing an approach to achieve the City’s definition of success for the brewery properties and the WSDOT property and revitalization of the entire corridor.

Councilmember Dahlhoff referred to contamination by PFAS, chemicals primarily used in industrial and oil processing activities and the difference in definition by Department of Ecology and the EPA. She asked about the threshold the team would consider as contaminants are identified in terms of either the state or federal definitions. Mr. Maul responded that the regulation of PFAS and other emerging contaminants are still in flux; however, it is likely the team would default to the most conservative definition. The company’s process includes examining the potential threats the chemicals pose based on potential exposure routes, risk assessment techniques, and the relevance of the chemicals relative to the environment media.

MOTION: Councilmember Jefferson moved, seconded by Councilmember Von Holtz, to Authorize the Mayor to sign the Service Provider Agreement with Haley and Aldrich. A voice vote approved the motion unanimously.

**COMMITTEE
REPORTS:**

**PUBLIC HEALTH &
SAFETY:**
Peter Agabi

The next meeting is scheduled for May 14, 2024.

**GENERAL
GOVERNMENT:**
Michael Althaus

The next meeting is scheduled on May 8, 2024. The agenda includes consideration of: Memorandum of Understanding with the Cities of Lacey, Olympia, and Yelm for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update, Interlocal Data Share Agreement with the State Auditor’s Office, Law Enforcement Records Management System Interlocal Data Share Agreement with the State Auditor’s Office, Enterprise Resource Planning System Contract Amendment No. 2, and Ordinance No. O2024-003 Establishing a new “Public Safety Sales Tax” fund.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 11**

PUBLIC WORKS:
Eileen Swarthout

The next meeting is scheduled on Thursday, May 9, 2024. The agenda includes: Resolution No. R2024-004 Six-Year Transportation Improvement Program. Resolution No. R2024-003 Percival Creek Fish Passage Barrier Removal #22-1161, Palermo Superfund Project Update, and Floodplains by Design Application Update

**BUDGET AND
FINANCE:**
Debbie Sullivan

The next meeting has not been scheduled at this time.

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

City Administrator Parks reported the Water Resources and Sustainability Program received \$447,540 from the Department of Commerce Home Electrification and Appliance Rebate Program. Staff is negotiating a scope of work with the Department of Commerce for submittal to the Council for consideration. The grant will provide approximately 35 full cost rebates to low- to moderate-income households to electrify their homes. Some eligible projects include installation of heat pumps, induction stoves, heat pump water heaters, heat pump clothes dryers, and electric panel and wiring upgrades. The program is a 2024 Regional Initiative identified in the Thurston Climate Action Plan.

Former City Administrator John Doan has collaborated with the Sumner community to schedule a tour by the Council of the Gordon Family YMCA, a partnership between the City of Sumner and YMCA to provide a new YMCA facility and community center. The tour is scheduled on May 20, 2024 at 6 p.m. She asked the Council to confirm their respective attendance. Invitations were extended to members of the Parks and Recreation Commission as well. Mr. Doan also extended an invitation to some recreation staff members from the City of Olympia.

The May 14, 2024 Council work session includes another financial educational conversation on expenditures, discussion on a new Medic One unit proposal, a brief discussion and update on the proposed parks ordinance amendments and the Davis-Meeker Oak Tree.

Mayor Sullivan reported on her attendance to two Intercity Transit Authority meetings. The Board was introduced to new employees. The Authority has scheduled a retreat on Friday, May 10, 2024. Intercity Transit's recent participation in the Bus Rodeo resulted in winning the best International Driver award with the Intercity Transit team winning first place in maintenance competition. Intercity Transit placed first as the International Rodeo Champion.

Mayor Sullivan acknowledged the good work by staff on the Earth

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 12**

Day/Arbor Day celebrations.

Mayor Sullivan reported on her attendance to former Councilmember Judith Hoefling's memorial service earlier in the day.

**COUNCILMEMBER
REPORTS:**

Joan Cathey:

Councilmember Cathey reported on her planned attendance to several upcoming meetings.

Leatta Dahlhoff:

Councilmember Dahlhoff reported on her attendance to the Washington State Office of Public Defense Budget Development listening session. The session highlighted some of the challenges facing the office.

Councilmember Dahlhoff participated in the retreat for the LOTT Clean Water Alliance Board. Retreat discussions focused on the future of the agency, septic conversions, and affordable housing units.

At the last meeting of the Thurston County Communications 9-1-1 Administration Board meeting, members continued discussions on permitting for two towers. In 2018, voters approved an increase in sales tax to replace radio systems in the region. The Board continues working on developing two towers to support the new radio system.

The Opioid Response Task Force Prevention Work Group met and reviewed safe storage of medicine at local drop-off locations and the possibility of first responders supplying safe storage locks for medicine when responding to a call. Thurston County plans to follow up with local public safety agencies to explore opportunities to collect data on what public safety responders are encountering in terms of unsafe storage of medicine.

Eileen Swarthout:

At the April 22, 2024 Climate Executive Committee meeting, members approved an update of the charter and received an update from the Community Advisory Work Group on outcomes from the grants received by local jurisdictions for retrofitting homes.

Councilmember Swarthout attended the Budget and Finance Committee meeting on April 23, 2024.

At the Thurston Regional Planning Council (TRPC) meeting on May 3, 2024, members met in executive session to review the executive director's evaluation. Members received a presentation on the 2024 Call for Projects for \$19 million in funding from the federal government. Staff outlined the review process to include a public

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 13**

review process. The Transportation Policy Board will review project proposals and forward a recommendation to TRPC for consideration. Members were updated on congestion management on local roads.

Michael Althaus:

The next meeting of the Regional Housing Council is on Wednesday, May 8, 2024. The meeting will include funding recommendations for housing and homelessness services, affordable housing services, and hazardous weather services. A new Tumwater member is scheduled for appointment to one of the advisory committees.

The Funding and Governance Work Group for the Deschutes Estuary project is scheduled to meet on May 20, 2024 to review language of a draft interlocal agreement.

Peter Agabi:

At the last Thurston Economic Development Council (EDC) Board meeting at the New Market Skills Center, the Skills Center Director briefed members on the purpose of the New Market Skills Center and its relationship with the City of Tumwater. Members discussed the status of the budget and received information on the formation of the Pacific-Salish Economic Development District, which will comprise the counties of Thurston, Mason, Grays Harbor, and Pacific. Work is underway on the district's by-laws and operational policies. The district is scheduled for activation by August 2024. Members also discussed Tumwater's redevelopment sites and Phase 2 of Lacey's Regional Athletic Center.

Joint Animal Services Commission has encountered an issue with Thurston County and the Sheriff's Office for procedures for issuing citations when animal control officers respond to incidents. The issue has escalated to the point where Thurston County will either eliminate animal services or direct the Sheriff's Office to provide the necessary information to the animal shelter.

Councilmember Agabi reported on the submittal of a grant for \$9,500 from the USDA Rural Economic Development Office. Members also discussed food bank and food delivery services and the possibility of using the grant to provide those services.

Upcoming meetings include the Transportation Policy Board, Joint Animal Services Commission, and the Tumwater Public Health and Safety Committee.

Angela Jefferson:

At the last meeting of the Emergency Medical Services Council, members reviewed updated changes to the bylaws and approved forwarding the bylaws to the Board of County Commissioners for approval. Members adjusted the budget to account for the levy lid lift error from last year. Thurston County is involved in the discussions.

**TUMWATER CITY COUNCIL MEETING
MINUTES OF HYBRID MEETING
MAY 7, 2024 Page 14**

Members received a briefing on Thurston County Medic One's new medic unit. Following an extensive countywide study, the new unit will be assigned to Tumwater at Fire Station T-2.

Kelly Von Holtz:

Councilmember Von Holtz reported she plans to attend the May 8, 2024 Thurston County Chamber of Commerce annual meeting celebrating its 150th anniversary.

ADJOURNMENT:

With there being no further business, Mayor Sullivan adjourned the meeting at 8:55 p.m.

Prepared by Valerie L. Gow, Recording Secretary/President, *Amended May 7, 2024*
Puget Sound Meeting Services, psmsoly@earthlink.net

TO: City Council
 FROM: Shelly Carter, Assistant Finance Director
 DATE: May 21, 2024
 SUBJECT: Payment of Vouchers

1) Recommended Action:

Staff is seeking City Council ratification of:

- May 03, 2024, payment of Eden vouchers 174007 to 174018 in the amount of \$188.03; and Enterprise vouchers 183280 to 183342 in the amount of \$264,147.86 and electronic payments 904235 to 904259 in the amount of \$73,576.27.
- May 10, 2024, payment of Eden vouchers 174019 to 174042 in the amount of \$314,355.66 and electronic payments 902993 to 903006 in the amount of \$173,633.86; and wire payments in the amount of \$230,857.53; and Enterprise vouchers 183343 to 183412 in the amount of \$337,577.16 and electronic payments 904260 to 904297 in the amount of \$115,480.42.

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 of the Assistant Finance Director. The most significant payments* were:

Vendor		
CAMP SOLOMON SCHECHTER INC	93,914.52	SEWER LATECOMER PAID BY SOUTH PUGET SOUND HABITAT
VISITOR & CONVENTION BUREAU OF THURSTON COUNTY	25,135.29	PARTIAL PAY 2024 LTAC FUNDS
WA ST DEPT OF TRANSPORTATION	29,050.38	WSDOT FIBER TIE WORK – ISRAEL LINDERSON
J.A. MORRIS CONSTRUCTION, LLC	169,521.00	TENANT IMPROVEMENTS AT SPSCC
THURSTON COUNTY	50,685.14	1 ST QUARTER 2024 PUBLIC DEFENSE
BOBBIE & AMANDA'S CLEANING SVC	22,386.97	JANITORIAL SERVICES – APRIL 2024
CANVUS, INC	27,842.00	4 PARK BENCHES
SHEA CARR & JEWELL, INC	21,566.50	DESCHUTES VALLEY PROGRESS BILLING

* 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 183280 through 183342 in the amount of \$264,147.86

Electronic payment Nos 904235 through 904259 in the amount of \$73,576.27

Eden

Voucher/Check Nos 174007 through 174018 in the amount of \$188.03



Shelly L. Carter

Asst. Finance Director, on behalf of the Finance Director

Checks dated 05/03/2024

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 183343 through 183412 in the amount of \$337,577.16

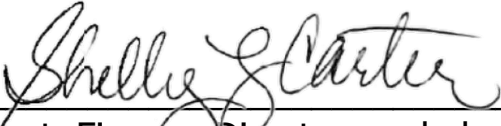
Electronic payment Nos 904260 through 904297 in the amount of \$115,480.42

Eden

Voucher/Check Nos 174019 through 174042 in the amount of \$314,355.66

Electronic payment Nos 902993 through 903006 in the amount of \$173,633.86

Wire payment in the amount of \$230,857.53



Asst. Finance Director, on behalf of the Finance Director

Checks dated 05/10/2024

TO: City Council
 FROM: Al Christensen, Building & Fire Safety Official
 DATE: May 21, 2024
 SUBJECT: Ordinance No. O2024-001, Updates to Title 15 (2021 Building Code Update)

1) Recommended Action:

Approve Ordinance No. O2024-001, Updates to Title 15 Building Codes.

This Ordinance was reviewed by the General Government Committee at their May 8, 2024 meeting, with a recommendation for approval at the May 21, 2024 Council meeting under consent.

2) Background:

The purpose of this ordinance is to amend TMC Title 15, Buildings and Construction, and to adopt the 2021 building, fire, plumbing, mechanical and energy codes required by the State Building Code Act, Chapter 19.27 RCW. The City is also adopting the International Property Maintenance Code (IPMC), 2021 Edition, and the ICC Guidelines for Replicable Buildings.

The State Building Code Council updates the State Building Codes on a three-year cycle. All jurisdictions in Washington State are required to enforce these regulations. The City of Tumwater will be adopting these codes with minor local amendments.

The General Government Committee recommended these updates for approval and for the ordinance to be placed on the May 21, 2024 City Council meeting consent calendar.

3) Policy Support:

Housing Plan Goal H-6.5 Tumwater will maintain current Building Code standards and will use the most up to date Code editions.

4) Alternatives:

- Modify and recommend the City Council approve Ordinance No. O2024-001
 - Recommend the City Council reject Ordinance No. O2024-001
-

5) Fiscal Notes:

This is an internally funded work program task.

6) Attachments:

- A. Ordinance No. O2024-001, Updates to Title 15 (2021 Building Code Update)

ORDINANCE NO. O2024-001

AN ORDINANCE of the City Council of the City of Tumwater, Washington related to buildings and construction and amending Title 15, Buildings and Construction, of the Tumwater Municipal Code as more particularly described herein.

WHEREAS, the adoption, implementation, and enforcement of effective building, structural, and life safety codes are important to ensure the safety, health, and well-being of Tumwater citizens; and

WHEREAS, the effective use of construction codes in large part accounts for the minimal loss of life from fire, earthquakes, wind, and other natural disasters in Tumwater and communities throughout the United States; and

WHEREAS, the knowledge and technology used to site and construct safe buildings is constantly changing and improving, requiring periodic construction code updates; and

WHEREAS, the City of Tumwater is required to adopt the State of Washington International Codes and the Uniform Plumbing Code as amended by the State Building Code Council pursuant to RCW 19.27.031; and

WHEREAS, pursuant to RCW 19.27.060, Tumwater may amend the state adopted codes so long as the amendments shall not result in a code that is less than the minimum performance standard and objectives contained in the State Building Code; and

WHEREAS, the General Government Committee held a briefing on the proposed ordinance on May 8, 2024; and

WHEREAS, the City Council discussed the proposed ordinance in a work session on May 21, 2024 and considered the proposed ordinance on May 21, 2024; and

WHEREAS, the City Council finds that the provisions of this ordinance are in the best interest of and protect the health, safety, and welfare of the residents of the City.

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

Section 1. Section 15.01.010, Purpose, of the Tumwater Municipal Code is hereby amended to read as follows:

15.01.010 Purpose.

A. The purpose of the codes and regulations adopted in this title is to provide for and promote the health, safety and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefited by the terms of these codes and regulations.

B. The building code of the city of Tumwater, as it shall be referred to herein, shall include but not be limited to those certain documents, being marked and designated as the International Building Code, International Existing Building Code, International Residential Code, International Mechanical Code, International Fire Code, International Property Maintenance Code, ~~2021~~2018 Editions, including the appendix chapters noted herein, the ICC G1-2010 Guideline for Replicable Buildings as published by the International Code Council, the Uniform Plumbing Code, ~~2021~~2018 Edition, including the appendix chapters noted herein, as published by the International Association of Plumbing and Mechanical Officials, and the Washington State Energy Code, ~~2021~~2018 Edition, published by the Washington State Building Code Council. The above-referenced documents as amended by the State Building Code Council are hereby adopted as the building codes of the city of Tumwater, in the state of Washington, for regulating and governing the conditions and maintenance of all property, buildings and structures, by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use and the demolition of such structures as herein provided; providing for the issuance of permits and collection of fees thereof; and each and all of the regulations, provisions, penalties, conditions and terms of said building code are hereby referred to, adopted and made a part hereof, as if fully set out in this title, with the additions, insertions, deletions and changes, if any, prescribed in the following sections of this title.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Added, 12/21/2010)

Section 2. Chapter 15.04, International Building Code, of the Tumwater Municipal Code is hereby amended to read as follows:

15.04.010 International Building Code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Building Code, ~~2021~~2018 Edition, as amended by Chapter 51-50 WAC, which includes adoption of and amendments to the International Existing Building Code, ~~2021~~2018 Edition, and ICC/ANSI A117.1-2017, including Appendix Chapters E, Supplementary accessibility requirements; G, Flood resistant construction; H, Signs; I, Patio Covers; and J, Grading, therein, as the building code and standards

of the city of Tumwater; provided, Sections 105.3.2, 105.5, 109.2, 109.6, 113 and Appendix H, Sections H108, H109, H110 and H112 of the International Building Code are not adopted and that those sections of the International Building Code set forth in TMC 15.04.015 are amended to read as follows.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-035, Amended, 12/07/1999; Ord. O96-027, Amended, 10/15/1996; Ord. O95-025, Amended, 10/17/1995; Ord. 1350, Amended, 12/01/1992; Ord. 1256, Amended, 09/04/1990; Ord. 1209, Added, 02/06/1990)

15.04.015 Amendments.

The following sections of the International Building Code as adopted by TMC 15.04.010 are amended to read as follows:

- A. Section 101.1. These regulations shall be known as the building code of the city of Tumwater, Washington, hereinafter referred to as the “building code” or “this code.”
- B. Section 101.4.3, Plumbing. The provisions of the Uniform Plumbing Code as adopted by TMC Chapter 15.12 shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and were connected to a water or sewage system and all aspects of a medical gas system.
- C. Section 101.4.6, Energy. The provisions of the International Energy Conservation Code adopted by TMC Chapter 15.20 shall apply to all matters governing the design and construction of buildings for energy efficiency.
- D. Section 105.2 shall be amended to read as follows:
1. Item 1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area is not greater than 200 square feet (18.58 m²). Placed min. (5) five feet from each other on the same lot or to any lot line.
 2. Item 2. Fences not over 7 feet (2134 mm) high. Fences not over eight foot high used for agriculture purposes that are of a common deer fence design as described in TMC 18.46.030.
- E. Section 109.3 shall be amended to read as follows:
- Section 109.3 shall have a new sentence added to the end of the paragraph as follows:
- The value for commonly built structures shall be determined by using the valuation table adopted by the Building Official by policy.
- F. Section 202 Definitions, Approved Agency, shall be amended to read as follows:

1. **Approved Agency.** An established and WABO registered agency that is regularly engaged in conducting tests or furnishing inspection services, where such agency has been approved by the building official.
2. **Special Inspector.** A WABO registered person employed or retained by an approved agency and approved by the building official as having competence necessary to inspect a particular type of construction requiring special inspection.

G. Section 903.2, Automatic fire-extinguishing systems, shall be amended to read as follows:

Section 903.2 Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in all buildings and locations described in Sections 903.1 through 903.2.12.

Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 7,500 square feet, or in all structures or buildings more than three stories in height (unless other sections of this code are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a four-hour (4) area separation wall(s), constructed without openings and provided with a thirty-inch-high parapet may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.

H. Section 1703.1, Approved Agency, shall be amended to read as follows:

Approved Agency. An established and WABO registered agency regularly engaged in conducting tests or furnishing inspection services, and which also meets the applicable requirements specified in Sections 1702.1.1 through 1703.1.3, when the agency has been approved by the Building Official.

I. Section 1704, Special Inspections, shall be amended as follows:

1704.2.4 Report requirement. Approved agencies shall keep records of special inspections and tests. The approved agency shall submit reports of special inspections and tests to the building official, for review electronically within 48 hours of completing the inspection, and to the registered design professional in responsible charge. Reports shall indicate that work inspected or tested was or was not completed in conformance to approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If they are not corrected, the discrepancies shall be brought to the attention of the building official and to the registered design

professional in responsible charge prior to the completion of that phase of the work. A final report documenting required special inspections and tests, and correction of any discrepancies noted in the inspections or tests, shall be submitted at a point in time agreed upon prior to the start of work by the owner or the owner's authorized agent to the building official.

(Ord. O2016-031, Amended, 12/06/2016; amended during 07/13 supplement; O2010-029, Amended, 06/07/2011; Ord. O2010-017, Added, 12/21/2010)

Section 3. Chapter 15.06, International Residential Code, of the Tumwater Municipal Code is hereby amended to read as follows:

15.06.010 Residential code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Residential Code, ~~2021~~~~2018~~ Edition, as amended by Chapter 51-51 WAC, including Appendix Chapters H, Patio Covers, K, Sound Transmission, Q, Tiny homes and T, Solar-ready provisions, as the residential building code and standards of the city of Tumwater; provided, that Sections R105.3.2, R105.5, R108.2, R108.5, R108.6, R112, and Appendix T103.2 through T103.5~~6~~ are not adopted; and further provided, those sections of the International Residential Code set forth in TMC 15.06.015 are amended as set forth below.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Added, 12/21/2010)

15.06.015 Amendments.

The following sections of the International Residential Code as adopted in TMC 15.06.010 are amended to read as follows:

A. Section R101.1 shall be amended to read as follows:

Section R101.1. Title. These provisions shall be known as the Residential Code for One and Two Family Dwellings of the City of Tumwater, and shall be cited as such and will be referred to herein as the "residential code" or "this code."

B. Section R105.2 shall be amended to read as follows:

Item 1. One story detached accessory structure used as tool and storage sheds, playhouses and similar uses, provided the floor is not greater than 200 square feet (18.58m²). Placed min. 5 five feet from each other on the same lot or to any lot line.

Item 2. Fences not over 7 feet (2134 mm) high. Fences not over 8 foot high used for agriculture purposes that are of a common "deer fence" design as described in TMC 18.46.030.

C. Section R108.3 shall be amended to read as follows:

Section R108.3 shall have a new sentence added to the end of the paragraph as follows:

The value for commonly built structures shall be determined by using the valuation table adopted by the Building Official by policy.

D. Table R301.2 (1) shall be amended to read as follows:

Table R301.2 (1), Climatic and Geographic Design Criteria, to be filled in as follows:

Roof Snow Load – 25 psi

Wind Speed (MPH) – 110

Seismic Design Category – D1

Weathering – Moderate

Frost Line Depth (inches) – 12

Termite – slight to moderate

Winter Design Temperature (degrees) – 17

Ice Barrier Underlayment Required – no

Flood Hazard – The most current Flood Insurance Rate Maps issued by FEMA

Air Freezing Index – 170

Mean Annual Temperature – 51° F

(Ord. O2016-031, Amended, 12/06/2016; Ord. O2010-029, Amended, 06/07/2011; Ord. O2010-017, Added, 12/21/2010)

Section 4. Section 15.08.010, Mechanical code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.08.010 Mechanical code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Mechanical Code, ~~2021~~2018 Edition, as amended by Chapter 51-52 WAC, which includes adoption of and amendments to the ~~2021~~2018 International Fuel Gas Code, the ~~2021~~2015 National Fuel Gas Code (NFPA 54) and the ~~2020~~2014 Liquefied Petroleum Gas Code (NFPA 58), and including Appendix Chapter A, published by the International Code Council, as the mechanical code of the city; provided, that Sections 106.3.3, 106.4.3, 106.4.4, 106.5, 106.5.1, 106.5.2 and 109 are not adopted.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-036, Amended, 12/07/1999)

Section 5. Section 15.12.010, Uniform Plumbing Code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.12.010 Uniform Plumbing Code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the Uniform Plumbing Code, ~~2021~~2018 Edition, published by the International Association of Plumbing and Mechanical Officials, as amended by Chapters 51-56 and 51-77 WAC, including Appendix Chapters A, B, ~~and I,~~ and M as amended; provided, that WAC 51-56-003 “those portions of the Code addressing building sewers,” not adopted by Chapters 51-56 and 51-77 WAC, is adopted; and further provided, that Uniform Plumbing Code Sections 104.3.2, 104.3.3, 104.4.3, 104.4.4, 104.5, and 107.0 are not adopted.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-037, Amended, 12/07/1999)

Section 6. Chapter 15.16, International Fire Code, of the Tumwater Municipal Code is hereby amended to read as follows:

15.16.010 Fire code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Fire Code, ~~2021~~2018 Edition, as amended by Chapter 51-54A WAC, including the standards referenced in the International Fire Code; provided, that Sections 105.2.3, 105.3.1, 105.3.2; Sections 503.1.1, Buildings and facilities; 503.1.2, Additional access; 503.1.3, High piled storage; 503.2, Specifications; 503.3, Marking; and 503.4, Obstruction of fire apparatus access roads; and 503.4.1 Traffic calming devices, not adopted in Chapter 51-54A WAC, are adopted; and further, the exceptions to 507.3, Fire flow, and Section 113 are not adopted. Finally, such adoption shall include Appendix B, Fire-Flow Requirements for Buildings; Appendix C, Fire Hydrant Locations and Distribution; Appendix D, Fire Apparatus Access Road, except for D103.1, D103.4, D103.6.1 and D103.6.2; Appendix E, Hazard Categories; Appendix F, Hazard Ranking; and Appendix G, Cryogenic Fluids – Weight and Volume Equivalents; Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions, and that those sections of the International Fire Code set forth in TMC 15.16.015 are amended to read as follows.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. O99-038, Amended, 12/07/1999)

15.16.015 Amendments.

A. Section 101.1, Title. These regulations shall be known as the fire code of the city of Tumwater, hereinafter referred to as the “fire code” or “this code.”

B. Section 105.1.1 shall be amended to read as follows:

105.1.1. Permits required. Permits required by this code shall be obtained from the Building Official. Applications and construction permits shall be obtained at the Tumwater Community Development Department. A fee for each permit shall be paid in accordance with the fee schedule established by resolution of the Tumwater City Council. Issued permits shall be kept on premises designated therein at all times and shall be readily available for inspection by the inspector.

C. Section 503.2.3 shall be amended to read as follows:

Section 503.2.3. Surface. Fire apparatus access roads shall be paved asphalt or concrete and designed to meet the City of Tumwater Development Guide residential street design standards. Fire access roads shall be maintained by the property owner to support the imposed loads of fire apparatus. Alternate surfaces such as turfstone or grasscrete may be used for construction of fire lanes on private property when approved by the Building Official and the Fire Chief.

D. Section 901.4.7 shall be amended to read as follows:

Section 901.4.7 **Pump and riser room size.** Where provided, fire pump rooms and *automatic sprinkler system* riser rooms shall be placed on the exterior wall of buildings, designed with adequate space for all equipment necessary for the installation, as defined by the manufacturer, with sufficient working space around the stationary equipment. Clearances around equipment to elements of permanent construction, including other installed equipment and appliances, shall be sufficient to allow inspection, service, repair or replacement without removing such elements of permanent construction or disabling the function of a required *fire-resistance-rated* assembly. Fire pump rooms shall be separated from all other areas of the building per 913.2.1. Other than one and two family Dwellings, *Automatic sprinkler system* riser rooms shall be separated from all other areas of the building with min. 1 hour fire barrier in accordance with section 707 or 711 or both in type IV & V construction. Provide doors and unobstructed passage-ways large enough to allow removal of the largest piece of equipment or Min.36 inches x 80 inches.

E. Section 901.4.7.1 shall be amended to read as follows:

Section 9.1.4.7.1 **Access.** Automatic sprinkler system risers, fire pumps and controllers shall be provided with ready access by the means of an approved exterior door. Where located in a fire pump room or automatic sprinkler system riser room, the door shall be permitted to be locked provided the key is available at all times.

FD. Section 903.2 shall be amended to read as follows:

Section 903.2. Where Required. Approved automatic sprinkler systems in new buildings and structures shall be provided in all buildings and locations described in Sections 903.2.1 through 903.2.12.

Additional Sprinkler Requirements. There are additional sprinkler requirements in all structures or buildings where the gross square footage, basements included, exceeds 7,500 square feet, or in all structures or buildings more than three stories in height (unless other sections of this code are more restrictive). The area and height increases specified in IBC Sections 504, 506, and 507 shall be permitted. For the purposes of this section, portions of buildings separated by a four-hour (4) area separation wall(s), constructed without openings and provided with a thirty-inch-high parapet may be considered as separate buildings, except that the entire gross floor area of all floors will be used to determine fire sprinkler requirements.

In addition, in all buildings, including single family residences, where the fire perimeter access or access roadways for fire apparatus cannot be provided due to design and/or location, fire sprinkler systems may be required.

GE. Section 907.2 shall be amended to read as follows:

1. Section 907.2. Where Required – new buildings and structures. An approved automatic fire alarm system installed in accordance with the provisions of this code and NFPA 72 shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23 and provide occupant notification in accordance with Section 907.5, unless other requirements are provided by another section of this code.

2. Manual fire alarm boxes shall be provided at all exit door locations to initiate a fire alarm signal for fire alarm systems employing automatic fire detectors or water-flow detection devices.

3. Wherever the term “manual fire alarm system” is used in this code it shall be replaced with “automatic fire alarm system.” All automatic fire alarm systems shall be addressable systems. In addition, all occupancies regardless of use hereafter constructed which contain 7,500 square feet or greater gross floor area, or are greater than two stories in height shall have an approved automatic fire alarm system installed throughout. For the purpose of this section, area separation walls shall not define separate buildings.

HF. A new Section 907.12 shall be added to read as follows:

907.12. Problematic systems and systems out of service.

1. 907.12.1. In the event of a temporary failure of fire alarm equipment or circuitry, the Fire Chief may order all emergency response actions discontinued until repairs can be made.
2. 907.12.2. False alarms. In each instance involving more than one false alarm that occurs from any one properly maintained fire alarm system, within any twelve month period, a penalty fee established by resolution of the Tumwater City Council may be charged against the owners or persons responsible for the system. The Fire Chief shall also notify the responsible party in writing that they will be held responsible for the cost of responding to false alarms if they continue to occur. The cost to respond shall be based on the fee schedule established by resolution of the Tumwater City Council.
3. 907.12.3. Improperly maintained or unaccepted fire alarm systems. The Fire Chief may bill the responsible party for the cost of responding to false alarms in fire alarm systems that are not properly maintained according to this code and NFPA Standard 72 or have not been accepted by the Community Development Department. The cost to respond shall be based on the fee schedule established by resolution of the City Council.

I. Appendix B Table B105.2 shall be amended to read as follow:

TABLE B105.2
REQUIRED FIRE-FLOW FOR BUILDINGS OTHER THAN ONE- AND
TWO-FAMILY DWELLINGS, GROUP R-3 AND R-4 BUILDINGS AND
TOWNHOUSES

<u>AUTOMATIC SPRINKLER SYSTEM(Design Standard)</u>	<u>MINIMUM FIRE-FLOW(gallons per minute)</u>	<u>FLOW DURATION(hours)</u>
<u>No automatic sprinkler system</u>	<u>Value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2)</u>
<u>Section 903.3.1.1 of the International Fire Code</u>	<u>2550% of the value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>
<u>Section 903.3.1.2 of the International Fire Code</u>	<u>2550% of the value in Table B105.1(2)</u>	<u>Duration in Table B105.1(2) at the reduced flow rate</u>

For SI: 1 gallon per minute = 3.785 L/m.

- a. The reduced fire-flow shall be not less than 1,000 gallons per minute.
- b. The reduced fire-flow shall be not less than 1,500 gallons per minute.
- c. The reduced fire-flow of 50% may be less when approved by fire official.

JG. Appendix D shall be amended to read as follows:

1. D102.1 Access and loading. Facilities, buildings or portions of buildings hereafter constructed shall be accessible to the fire department apparatus by the way of an approved fire apparatus access road with an asphalt, or concrete surface capable of supporting the imposed load of the fire apparatus weighing at least 75,000 pounds. Alternate surfaces such as turfstone or

grasscrete may be used for construction of fire lanes on private property when approved by the Building Official and the Fire Chief.

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Added, 12/21/2010)

Section 7. Section 15.18.010, Property maintenance code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.18.010 Property maintenance code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Property Maintenance Code, 2021~~2015~~ Edition; provided, that Sections 103.5, 107.1, 107.2, 107.3, 111 and 304.14 are not adopted; and further provided, those sections of the International Property Maintenance Code set forth in TMC 15.18.015 are amended as set forth below.

(Ord. O2016-031, Amended, 12/06/2016; Ord. O2010-017, Added, 12/21/2010)

Section 8. Section 15.20.010, Energy code adopted, of the Tumwater Municipal Code is hereby amended to read as follows:

15.20.010 Energy code adopted.

There is adopted, and by this reference made a part of this chapter as though fully set forth herein at length, that certain code known as the International Energy Conservation Code, 2021~~2018~~ Edition, as amended by Chapters 51-11R and 51-11C WAC

(Ord. O2021-005, Amended, 03/02/2021; Ord. O2016-031, Amended, 12/06/2016; Ord. O2013-008, Amended, 06/18/2013; Ord. O2010-017, Amended, 12/21/2010; Ord. 1321, Added, 03/03/1992)

Section 9. Corrections. The City Clerk and codifiers of this ordinance are authorized to make necessary corrections to this ordinance including, but not limited to, the correction of scrivener/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

Section 10. Ratification. Any act consistent with the authority and prior to the effective date of this ordinance is hereby ratified and affirmed.

Section 11. Severability. The provisions of this ordinance are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this ordinance or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the ordinance, or the validity of its application to other persons or circumstances.

Section 12. Effective Date. This ordinance shall become effective thirty (30) days after passage, approval, and publication as provided by law.

ADOPTED this _____ day of _____, 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: May 21, 2024
SUBJECT: Ordinance No. O2024-003 Establishing a new fund "Public Safety Sales Tax"

1) Recommended Action:

Adopt Ordinance No. O2024-003 to establish a new fund for the new Public Safety Sales Tax.

The General Government Committee recommended this item be placed on the consent calendar at its regular meeting on May 8, 2024.

2) Background:

In November 2023 Thurston County voters passed Proposition 1, a ballot initiative that imposed a 0.2% sales tax on all taxable sales in Thurston County. The funds are restricted by law to be used for public safety purposes. Accounting for the money in a separate fund helps to ensure compliance with state law and transparency to the public for this new revenue stream.

3) Policy Support:

Be fiscally responsible and develop sustainable financial strategies.

4) Alternatives:

Do not approve the new fund. However, that is not a fiscally responsible alternative.

5) Fiscal Notes:

There is no cost to establish this fund.

6) Attachments:

A. Ordinance No. O2024-003.

ORDINANCE NO. O2024-003

AN ORDINANCE of the City Council of the City of Tumwater, Washington, amending Chapter 3.36 of the Tumwater Municipal Code, adding a new section, 3.36.070, to establish a new Public Safety Sales Tax fund.

WHEREAS, the Thurston County voters passed Proposition 1, Sales and Use Tax for Law Enforcement Protection, Corresponding Prosecution and Public Defense Services, and Election Security, in November 2023, in accordance with RCW 82.14.450, imposing an additional sales and use tax at a rate of two tenths of one percent (0.2%) in Thurston County; and

WHEREAS, pursuant to RCW 82.14.450 sixty percent (60%) of the tax collected must be retained by the County and forty percent (40%) must be shared with Thurston County cities, including the City of Tumwater, on a per capita basis; and

WHEREAS, the tax is restricted by law to be used to support criminal justice purposes as defined by RCW 82.14.340, fire protection services, or a combination thereof; and

WHEREAS, all money received shall not be used to supplant funding for any ongoing programs and/or services; and

WHEREAS, one of the City's strategic goals is to refine and sustain a great organization; and

WHEREAS, the City's strategic objectives are to be fiscally responsible and develop sustainable financial strategies; and

WHEREAS, adding a new fund to separately account for the new revenue will help to ensure compliance and increase transparency.

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

Section 1. A new section 3.36.070, Public Safety Sales Tax Fund, is hereby added to the Tumwater Municipal Code as follows:

3.36.070 Public Safety Sales Tax Fund

- A. There is established a fund to be known as the “Public Safety Sales Tax Fund,” into which shall be deposited all monies received from a portion of sales and use tax collected pursuant to Thurston County Proposition 1, approved by voters November 2023.
- B. The fund is to be used for the expenditures for salaries, wages, contracts, audits, capital projects, and operations required for criminal justice and fire protection services as defined in RCW 82.14.340 and RCW 82.14.450.
- C. The fund shall be administered by the finance director in accordance with applicable laws and regulations.

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

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

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

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

ADOPTED this 21st day of May, 2024.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

Ordinance No. O2024-003 - Page 2 of 3

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Published:_____

Effective Date:_____

TO: City Council
 FROM: Dan Smith, Water Resources & Sustainability Director
 DATE: May 21, 2024
 SUBJECT: Resolution No. R2024-003 Percival Creek Fish Passage Barrier Removal #22-1161

1) Recommended Action:

Approve and authorize the Mayor to sign Resolution No. R2024-003 Percival Creek Fish Passage Barrier Removal #22-1161.

This resolution was approved by the Public Works Committee to move forward to the City Council consent calendar at their May 9, 2024 meeting.

2) Background:

The culvert conveying Percival Creek under Sapp Road has been identified as a fish passage barrier due to slope. The City plans to replace the culvert with a larger one to allow fish to pass under the road unobstructed, with construction planned to take place during the summer of 2025.

Tumwater received \$257,550 from the Salmon Recovery Funding Board to help fund part of the projects construction. This resolution would allow Tumwater to receive this grant from the Recreation and Conservation Office (RCO) and delegates authority to Dan Smith to make decisions on behalf of the City in day-to-day management of the grant.

3) Policy Support:

Strategic Priority B – Be a Leader in Environmental Sustainability

- Remove obstructions to fish passages
-

4) Alternatives:

- Request changes to the proposed resolution.
-

5) Fiscal Notes:

In addition to this RCO grant, Tumwater has secured \$2,100,000 from WSDOT’s PROTECT funding program to pay for construction. In total, Tumwater has \$2,357,550 in grant funding to complete this project.

6) Attachments:

- A. Resolution No. R2024-003 Percival Creek Fish Passage Barrier Removal #22-1161

RESOLUTION NO. R2024-003
Percival Creek Fish Passage Barrier Removal #22-1161

A RESOLUTION of the City Council of the City of Tumwater, Washington authorizing the person(s) identified below (in section 2) to act as the authorized representative/agent on behalf of the City and to legally bind the City with respect to the above Project(s) for which the City is seeking grant funding assistance managed through the Recreation and Conservation Office (Office).

WHEREAS, state grant assistance is requested by the City to aid in financing the cost of the Project(s) referenced above;

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

Section 1. The City of Tumwater has applied for or intends to apply for funding assistance managed by the Office for the above Project(s).

Section 2. Debbie Sullivan, Mayor, is authorized to act as a representative/agent for our organization with full authority to bind the organization regarding all matters related to the Project(s), including but not limited to, full authority to: approve submittal of a grant application to the Office, enter into a project agreement(s) on behalf of our organization, and sign any amendments thereto on behalf of our organization. In addition, Mayor Sullivan delegates authority to Dan Smith, Director of Water Resources & Sustainability, to make any decisions and submissions required with respect to the Project(s) and designate a project contact(s) to implement the day-to-day management of the grant(s).

Section 3. Our organization has reviewed the sample project agreement on the Recreation and Conservation Office's WEBSITE at: <https://rco.wa.gov/wp-content/uploads/2019/06/SampleProjAgreement.pdf>. We understand and acknowledge that if offered a project agreement to sign in the future, it will contain an indemnifications and legal venue stipulation and other terms and conditions substantially in the form contained in the sample project agreement and that such terms and conditions of any signed project agreement shall be legally binding on the sponsor if our representative/agent enters into a project agreement on our behalf. The Office reserves the right to revise the project agreement prior to execution and shall communicate any such revisions with the above authorized representative(s)/agent(s) before execution.

Section 4. The City acknowledges and warrants, after conferring with its legal counsel, that its authorized representative/agent have full legal authority to act and sign on behalf of the City for their assigned role/document.

Section 5. Grant assistance is contingent on a signed project agreement. Entering into any project agreement with the Office is purely voluntary on our part.

Section 6. Our organization understands that grant policies and requirements vary depending on the grant program applied to, the grant program and source of funding in the project agreement, the characteristics of the project, and the characteristics of our organization.

Section 7. Our organization further understands that *prior to* our authorized representative/agent executing the project agreement(s), the Office may make revisions to its sample project agreement and that such revisions could include the indemnification and the legal venue stipulation. Our organization accepts the legal obligation that we shall, prior to execution of the project agreement(s), confer with our authorized representative/agent as to any revisions to the project agreement from that of the sample project agreement. We also acknowledge and accept that if our authorized representative/agent executes the project agreement(s) with any such revisions, all terms and conditions of the executed project agreement shall be conclusively deemed to be executed with our authorization.

Section 8. Any grant assistance received will be used for only direct eligible and allowable costs that are reasonable and necessary to implement the project(s) referenced above.

Section 9. If match is required for the grant, we understand our organization must certify the availability of match at least one month before funding approval. In addition, our organization understands it is responsible for supporting all non-cash matching share commitments to this project should they not materialize.

Section 10. Our organization acknowledges that if it receives grant funds managed by the Office, the Office will pay us on only a reimbursement basis. We understand reimbursement basis means that we will only request payment from the Office after we incur grant eligible and allowable costs and pay them. The Office may also determine an amount of retainage and hold that amount until the Project is complete.

Section 11. Our organization acknowledges that any property owned by our organization that is developed, renovated, enhanced, or restored with grant assistance must be dedicated for the purpose of the grant in perpetuity unless otherwise allowed by grant program policy, or Office in writing and per the project agreement or an amendment thereto.

Section 12. Our organization certifies the following: the Project does not conflict with the *Puget Sound Action Agenda* developed by the Puget Sound Partnership under RCW 90.71.310.

Section 13. This resolution/authorization is deemed to be part of the formal grant application to the Office.

Section 14. Our organization warrants and certifies that this resolution/authorization was properly and lawfully adopted following the requirements of our organization and applicable laws and policies and that our organization has full legal authority to commit our organization to the warranties, certifications, promises and obligations set forth herein.

Section 15. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 16. 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 17. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 20____.

CITY OF TUMWATER

Debbie Sullivan, Mayor

ATTEST:

Melody Valiant, City Clerk

APPROVED AS TO FORM:

Karen Kirkpatrick, City Attorney

Washington State Attorney General's Office

Approved as to form Brian Toller 2/13/2020
Assistant Attorney General Date

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: May 21, 2024
SUBJECT: Enterprise Resource Planning System Contract Amendment No. 2

1) Recommended Action:

Authorize the Mayor to sign the Enterprise Resource Planning (ERP) System Contract Amendment No. 2. In addition, authorize the Finance Director to approve minor contract amendments and change orders, cumulatively up to 10% of the total contact amount.

The General Government Committee recommended this item be approved and placed on the Consent calendar at its May 8, 2024 meeting.

2) Background:

The City began implementation of a new Enterprise Resource Planning (ERP) system in December 2021. The first two modules (Financials and Productivity) went live on April 3, 2023. The project was on time and under budget, but we were burning people out. The City experienced a lot of turnover during the previous two years, including turnover of the entire Human Resources department in the first half of 2023. The City Council approved the first contract amendment in November 2023 for time only. The implementation team ran into issues with the Human Content Management (HCM) module, which includes HR and Payroll. This resulted in a delay until August 2024, plus additional vendor support cost.

3) Policy Support:

Refine and sustain a great organization; implement the ERP.

4) Alternatives:

- Instruct staff to evaluate additional alternatives.
-

5) Fiscal Notes:

The overall project was under budget when the Financials module went live in April 2023. This amendment increases the contract amount by approximately \$35,000 and extends the timeline of the Human Content Management (HCM) module to August 2024.

6) Attachments:

- A. Contract Amendment No. 2



SECOND AMENDMENT

This second amendment (“Amendment”) is effective as of the date of signature of the last party to sign as indicated below (“Amendment Effective Date”), by and between Tyler Technologies, Inc. (“Tyler”) and the City of Tumwater, Washington (“Client”).

WHEREAS, Tyler and the Client are parties to an agreement dated November 17, 2021 (collectively with all amendments, the “Agreement”); and

WHEREAS, Tyler and the Client are parties to a first amendment dated January 29, 2024 (“First Amendment”); and

WHEREAS, Section (I)10 of the initial Agreement states that Agreement may only be modified by a written amendment signed by an authorized representative of each party.

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The following unused conversions are hereby removed from Exhibit A, Detailed Breakdown of Conversions, the Agreement:
 - a. AC – Actuals up to 3 years, at a contract price of \$500;
 - b. AC – Budgets up to 3 years, at a contract price of \$500;
 - c. AC Standard COA, at a contract price of \$1,000;
 - d. AP – Checks up to 5 years, at a contract price of \$1,100;
 - e. AP – Invoice up to 5 years, at a contract price of \$1,400;
 - f. GB – Bills up to 5 years, at a contract price of \$1,750;
 - g. GB – Recurring Invoices, at a contract price of \$840;
 - h. GB Std CID, at a contract price of \$500;
 - i. PG – Actuals up to 3 years, at a contract price of \$500;
 - j. PG – Budgets up to 3 years, at a contract price of \$500;
 - k. Purchasing – Standard, at a contract price of \$900;
 - l. HR Human Resources – Certifications, at a contract price of \$700;
 - m. HR Human Resources – Education, at a contract price of \$700;
 - n. HR Human Resources – PM Action History up to 5 years, at a contract price of \$700;
 - o. HR Human Resources – Position Control, at a contract price of \$700;
 - p. PR Payroll – Accrual Balances, at a contract price of \$750;
 - q. PR Payroll – Deductions, at a contract price of \$900;
 - r. PR Payroll – Standard, at a contract price of \$1,000; and
 - s. PR Payroll – State Retirement Tables, at a contract price of \$700.

2. Exhibit E (Statement of Work), Section 11.1, is hereby amended as follows:
 - a. Phase 1, Financials



- Start Date – March 1, 2022
 - Go-Live – April 3, 2023
3. The items set forth in the sales quotation(s) attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the Amendment Effective Date. Payment of fees and costs for such items shall conform to the following terms:
- a. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. Except as expressly indicated in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the dates set forth below.

Service Provider:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, Maine 04096
UBI: 75-2303920

CITY:
City of Tumwater
555 Israel Road SW
Tumwater, WA 98501

Robert Kennedy-Jensen
Group General
Counsel

Mayor
Debbie Sullivan

Date: _____

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
Residing at _____
My appointment expires: _____





Exhibit 1

Second Amendment Investment Summary

The following Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement. In the event of conflict between the Agreement and terms in the Comments section of this Investment Summary, the language in the Agreement will prevail.

Sales quotation(s) inserted on the following pages.

2023-402281-Z2Z4S9; 2023-396091-B3H4C9; 2024-453683-S4C6B9; 2024-456338-V7T7R9

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Quoted By: Jason Cloutier
 Quote Expiration: 10/24/23
 Quote Name: City of Tumwater-ERP-Unused Conversions
 Quote Description: IMPL Hours (4.27.23)

Sales Quotation For:

City of Tumwater
 555 Israel Rd SW
 Tumwater WA 98501-6515
 Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	60	\$ 163.00	\$ 0.00	\$ 9,780.00	\$ 0.00
TOTAL				\$ 9,780.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 9,780.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00

2023-402281-ZZZ4S9

CONFIDENTIAL

Page 1



Summary Total	\$ 9,780.00	\$ 0.00
Contract Total	\$ 9,780.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.



- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a

Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



Quoted By: Jason Cloutier
 Quote Expiration: 09/23/23
 Quote Name: City of Tumwater-ERP-Data Conversion to Implementation Hours
 Quote Description: Conversions to Impl Hours

Sales Quotation For:

City of Tumwater
 555 Israel Rd SW
 Tumwater WA 98501-6515
 Phone: +1 (360) 754-4130

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
TOTAL				\$ 5,216.00	\$ 0.00

Summary

Total Tyler License Fees
 Total SaaS
 Total Tyler Services
 Total Third-Party Hardware, Software, Services
 2023-396091-B3H4C9

One Time Fees

\$ 0.00
 \$ 0.00
 \$ 5,216.00
 \$ 0.00

Recurring Fees

\$ 0.00
 \$ 0.00
 \$ 0.00
 \$ 0.00

CONFIDENTIAL



Summary Total	\$ 5,216.00	\$ 0.00
Contract Total	\$ 5,216.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.



- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a

Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



Quoted By: Jason Cloutier
Quote Expiration: 08/07/24
Quote Name: City of Tumwater-ERP-IMPL Hours

Sales Quotation For:

Shipping Address:

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Implementation - Remote	64	\$ 163.00	\$ 0.00	\$ 10,432.00	\$ 0.00
TOTAL				\$ 10,432.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00
Total Tyler Services	\$ 10,432.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 10,432.00	\$ 0.00

2024-453683-S4C6B9

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Contract Total **\$ 10,432.00**

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.



- Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
- Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
- Expenses associated with onsite services are invoiced as incurred.
Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than four (4) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or

more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.



Quoted By: Jason Cloutier
Quote Expiration: 08/21/24
Quote Name: City of Tumwater-ERP-IMPL Hours

Sales Quotation For:

Shipping Address:

City of Tumwater
555 Israel Rd SW
Tumwater WA 98501-6515

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Financials Bank Reconciliation Training	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
Project Management HRM	32	\$ 163.00	\$ 0.00	\$ 5,216.00	\$ 0.00
Project Management Time and Attendance	16	\$ 163.00	\$ 0.00	\$ 2,608.00	\$ 0.00
Remote Implementation	80	\$ 163.00	\$ 0.00	\$ 13,040.00	\$ 0.00
TOTAL				\$ 26,080.00	\$ 0.00

Summary

One Time Fees

Recurring Fees

Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 0.00

2024-456338-V7T7R9

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Total Tyler Services	\$ 26,080.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 26,080.00	\$ 0.00
Contract Total	\$ 26,080.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such software available for download by the Client;
- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.

2024-456338-V7T7R9

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Page 2



- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
 - If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
 - Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.
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The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

2024-456338-V7T7R9

CONFIDENTIAL

Page 3

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

TO: City Council
FROM: Troy Niemeyer, Finance Director
DATE: May 21, 2024
SUBJECT: Interlocal Data Share Agreement with the State Auditor's Office

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Data Share Agreement between the City and the State Auditor's Office. In addition, authorize the Finance Director to sign future data share agreements with the State Auditor's Office.

The General Government Committee recommended this item be placed on the consent calendar at its May 8, 2024 meeting.

2) Background:

The City receives regular audits from the State Auditor's Office (SAO). State law requires SAO to enter into Data Share Agreements with the entities it audits. The agreement outlines how SAO will protect the City's data during an audit.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

Do not authorize the Mayor to sign the agreement.

5) Fiscal Notes:

There is no cost for this agreement.

6) Attachments:

A. Interlocal Data Share Agreement for City of Tumwater with the State Auditor's Office.

INTERAGENCY DATA SHARING AGREEMENT

Between

City of Tumwater

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between City of Tumwater hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

Agency

Agency Name: City of Tumwater
Contact Name: Shelly Carter
Title: Assistant Finance Director
Address: 555 Israel Rd SW Tumwater, WA 98512
Phone: (360) 252-5432
E-mail: scarter@cit.tumwater.wa.us

SAO

Agency Name: Washington State Auditor's Office
Contact Name: Lisa Carrell
Title: Program Manager
Address: 3200 Sunset Way SE Olympia, WA 98501
Phone: (564) 999-0882
E-mail: carrell@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

“Data Access” refers to rights granted to SAO employees to directly connect to Agency systems, networks and/ or applications combined with required information needed to implement these rights.

“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

Category 1 – Public Information Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure, but does need integrity and availability protection controls.

Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on June 16, 2024, or date of execution, whichever is later, and end on June 31, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

DSA Agreement between Agency and SAO
Agency DSA: 22-01

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

6. DATA TRANSMISSION

Transmission of data between Agency and SAO will use a secure method that is commensurate to the sensitivity of the data being transmitted.

7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the [Agency contact].

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW

42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution 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 facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Lisa Carrell

2/15/2024

Signature

Date

Signature

Date

Title: _____

Title: Program Manager

TO: City Council
 FROM: Troy Niemeyer, Finance Director
 DATE: May 21, 2024
 SUBJECT: Law Enforcement Records Management System Interlocal Data Share Agreement with the State Auditor's Office

1) Recommended Action:

Authorize the Mayor to sign the Interlocal Data Share Agreement with the State Auditor's Office. In addition, authorize the Finance Director to sign future data share agreements with the State Auditor's Office.

The General Government Committee recommended this item be approved and placed on the consent calendar at its May 8, 2024 meeting.

2) Background:

The City and the Law Enforcement Records Management System (LERMS) receive regular audits from the State Auditor's Office (SAO). State law requires SAO to enter into Data Share Agreements with the entities it audits. The agreement outlines how SAO will protect the LERMS data during an audit.

3) Policy Support:

Refine and sustain a great organization.

4) Alternatives:

Do not authorize the Mayor to sign the agreement.

5) Fiscal Notes:

There is no cost for this agreement.

6) Attachments:

A. Data Share Agreement for the Law Enforcement Records Management System with the State Auditor's Office.

INTERAGENCY DATA SHARING AGREEMENT

Between

Law Enforcement Record Management System

And the Office of the Washington State Auditor

This Interagency Data Sharing Agreement (DSA) is entered into by and between Law Enforcement Record Management System hereinafter referred to as "Agency", and the Office of the Washington State Auditor, hereinafter referred to as "SAO", pursuant to the authority granted by Chapter 39.34 RCW and 43.09 RCW.

Agency

Agency Name: Law Enforcement Record Management System
Contact Name: Shelly Carter
Title: Assistant Finance Director
Address: 555 Israel Rd SW Tumwater, WA 98501
Phone: (360) 252-5432
E-mail: scarter@ci.tumwater.wa.us

SAO

Agency Name: Washington State Auditor's Office
Contact Name: Lisa Carrell
Title: Program Manager
Address: 3200 Sunset Way SE Olympia, WA 98501
Phone: (564) 999-0882
E-mail: carrell@sao.wa.gov

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

1. PURPOSE OF THE DSA

The purpose of the DSA is to provide the requirements and authorization for the Agency to exchange confidential information with SAO and SAO to share confidential information with the Agency. This agreement is entered into between Agency and SAO to ensure compliance with legal requirements and Executive Directives (Executive Order 16-01, RCW 42.56, and OCIO policy 141, OCIO standard 141.10) in the handling of information considered confidential.

2. DEFINITIONS

"Agreement" means this Interagency Data Sharing Agreement, including all documents attached or incorporated by reference.

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“Data Transmission” refers to the methods and technologies to be used to move a copy of the data between systems, networks and/ or employee workstations.

“Data Storage” refers to the place data is in when at rest. Data can be stored on removable or portable media devices such as a USB drive or SAO managed systems or OCIO/ State approved services.

“Data Encryption” refers to enciphering data with a NIST-approved algorithm or cryptographic module using a NIST-approved key length. Encryption must be applied in such a way that it renders data unusable to anyone but the authorized users.

“Personal Information” means information defined in RCW 42.56.590(10).

The State classifies data into categories based on the sensitivity of the data pursuant to the Security policy and standards promulgated by the Office of the state of Washington Chief Information Officer. The Data that is the subject of this DSA is classified as indicated below:

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Category 2 – Sensitive Information Sensitive information may not be specifically protected from disclosure by law and is for official use only. Sensitive information is generally not released to the public unless specifically requested.

Category 3 – Confidential Information Confidential information is information that is specifically protected from disclosure by law. It may include but is not limited to: a. Personal Information about individuals, regardless of how that information is obtained; b. Information concerning employee personnel records; c. Information regarding IT infrastructure and security of computer and telecommunications systems;

Category 4 – Confidential Information Requiring Special Handling Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which: a. Especially strict handling requirements are dictated, such as by statutes, regulations, or agreements; b. Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

3. PERIOD OF AGREEMENT

This agreement shall begin on June 1, 2024, or date of execution, whichever is later, and end on May 31, 2027, unless terminated sooner or extended as provided herein.

4. JUSTIFICATION FOR DATA SHARING

SAO is the auditor of all public accounts in Washington State. SAO's authority is broad and includes both explicit and implicit powers to review records, including confidential records, during the course of an audit or investigation.

5. DESCRIPTION OF DATA TO BE SHARED

The data to be shared includes information and data related to audit results, financial activity, operation and compliance with contractual, state and federal programs, security of computer systems, performance and accountability for agency programs as applicable to the audit(s) performed. Specific data requests will be limited to information needed for SAO audits, investigations and related statutory authorities as identified through auditor requests.

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7. DATA STORAGE AND HANDLING REQUIREMENTS

Agency and SAO will notify each other if they are providing confidential data. All confidential data provided by Agency will be stored with access limited to the least number of SAO staff needed to complete the purpose of the DSA.

8. INTENDED USE OF DATA

The Office of the Washington State Auditor will utilize this data in support of their audits, investigations, and related statutory responsibilities as described in RCW 43.09 and 42.40.

9. CONSTRAINTS ON USE OF DATA

The Office of the Washington State Auditor agrees to strictly limit use of information obtained under this Agreement to the purpose of carrying out our audits, investigations and related statutory responsibilities as described in RCW 43.09 and 42.40.

10. SECURITY OF DATA

SAO shall take due care and take reasonable precautions to protect Agency's data from unauthorized physical and electronic access. SAO complies with the requirements of the OCIO 141.10 policies and standards for data security and access controls to ensure the confidentiality, and integrity of all data shared.

11. NON-DISCLOSURE OF DATA

SAO staff shall not disclose, in whole or in part, the confidential data provided by Agency to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the Agency's Confidential data, SAO will notify the Agency

- a. SAO shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by Agency.
- c. The SAO shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

Agency staff shall not disclose, in whole or in part, the confidential data provided by SAO to any individual or agency, unless this Agreement specifically authorizes the disclosure. Confidential data may be disclosed only to persons and entities that have the need to use the data to achieve the stated purposes of this Agreement. In the event of a public disclosure request for the SAO's data, Agency will notify the SAO

- a. Agency shall not access or use the data for any commercial or personal purpose.
- b. Any exceptions to these limitations must be approved in writing by SAO.
- c. The Agency shall ensure that all staff with access to the data described in this Agreement are aware of the use and disclosure requirements of this Agreement and will advise new staff of the provisions of this Agreement.

12. DATA DISPOSAL

Upon request by the SAO or Agency, or at the end of the DSA term, or when no longer needed, Confidential Information/Data must be returned or destroyed, except as required to be maintained for compliance or accounting purposes.

13. INCIDENT NOTIFICATION AND RESPONSE

The compromise of Confidential Information or reasonable belief that confidential information has been acquired and/or accessed by an unauthorized person that may be a breach that requires timely notice to affected individuals under RCW 42.56.590 or any other applicable breach notification law or rule must be reported to the [Agency contact].

If the Receiving Party does not have full details about the incident, it will report what information it has and provide full details within 15 business days of discovery. To the extent possible, these initial reports must include at least: A. The nature of the unauthorized use or disclosure, including a brief description of what happened, the date of the event(s), and the date of discovery; B. A description of the types of information involved; C. The investigative and remedial actions the Receiving Party or its Subcontractor took or will take to prevent and mitigate harmful effects and protect against recurrence; D. Any details necessary for a determination of whether the incident is a breach that requires notification under RCW 42.56.590, or any other applicable breach notification law or rule. E. Any other information SAO or Agency reasonably requests.

14. OVERSIGHT

The SAO and Agency agree that they will have the right, at any time with reasonable notice, to monitor, audit, and review activities and methods in implementing this Agreement in order to assure compliance.

15. TERMINATION

Either party may terminate this Agreement with 30 days written notice to the other party's Agency Contact named on Page 1. However, once data is accessed by the SAO or Agency, this Agreement is binding as to the confidentiality, use of the data, and disposition of all data received as a result of access, unless otherwise amended by the mutual agreement of both parties.

16. AWARENESS AND TRAINING

SAO and the agency shall ensure that all staff with access to the data shared through this Agreement are aware of the use and disclosure requirements of OCIO 141.10 and RCW

42.56.590. SAO will comply with all state requirements and training regarding handling, storage and transmission of confidential data.

17. DISPUTE RESOLUTION

In the event that a dispute arises under this Agreement, a Dispute Board shall determine resolution 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 facts, contract terms, and applicable statutes and rules and make a determination of the dispute.

18. GOVERNANCE

- a. The provisions of this Interagency Data Sharing Agreement are severable. If any provision of this Agreement is held invalid by any court that invalidity shall not affect the other provisions of this Interagency Data Sharing Agreement and the invalid provision shall be considered modified to conform to the existing law.
- b. In the event of a lawsuit involving this Interagency Data Sharing Agreement, venue shall be proper only in Thurston County, Washington.

19. SIGNATURES

The signatures below indicate agreement between the parties.

Agency

Office of the Washington State Auditor

Lisa Carrell

2/15/2024

Signature

Date

Signature

Date

Title: _____

Title: Program Manager

TO: City Council
 FROM: Brad Medrud, Planning Manager
 DATE: May 21, 2024
 SUBJECT: Memorandum of Understanding with the Cities of Lacey, Olympia, and Yelm for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update

1) Recommended Action:

Approve the Memorandum of Understanding, as recommended by the General Government Committee at their May 8, 2024, meeting.

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. For the current cycle, the City is required to complete work on the periodic update by December 31, 2025.

The Memorandum of Understanding will allow the City to work with the Cities of Lacey, Olympia, and Yelm and a consultant on a Housing Displacement and Racially Disparate Impacts Analysis as required by State law for the 2025 Housing Element Periodic Update.

The General Government Committee reviewed the Memorandum of Understanding at their May 8, 2024, meeting.

3) Policy Support:

GOAL H-4: To provide adequate opportunities for housing for all persons regardless of age, race, color, national origin, ancestry, sex, sexual orientation, familial status, marital status, ethnic background, source of income use of federal housing assistance, or other arbitrary factors.

4) Alternatives:

None.

5) Fiscal Notes:

Funding for the study is from the general fund.

6) Attachments:

A. Memorandum of Understanding with the City of Olympia for a Housing Displacement and Racially Disparate Impacts Analysis for the Housing Element of the 2025 Comprehensive Plan Periodic Update

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITIES OF OLYMPIA, LACEY, TUMWATER, AND YELM
REGARDING A HOUSING DISPLACEMENT AND RACIALLY DISPARATE IMPACTS ANALYSIS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into between and among the City of Olympia (“Olympia”), the City of Lacey (“Lacey”), the City of Tumwater (“Tumwater”), and the City of Yelm (“Yelm”), municipalities organized under the laws of the State of Washington, and collectively hereafter referred to as “Parties” or “the Parties,” or individually as “Party” or “the Party.”

RECITALS

WHEREAS, Washington’s Growth Management Act requires jurisdictions to conduct a displacement and racially disparate impacts analysis to inform the development of the housing element of their Comprehensive Plan; and

WHEREAS, none of the Parties alone have sufficient resources to contract with a consultant to provide the services requested; and

WHEREAS, jurisdictions in Thurston County have implemented regional approaches to addressing housing challenges; and

WHEREAS, the Parties wish to contract with one consultant to complete a Housing Displacement and Racially Disparate Impacts Analysis that provides recommendations for development of each Party’s Comprehensive Plan; and

WHEREAS, a contract with one consultant will help each Party comply with the requirements of the Growth Management Act, as well as inform regional policies and approaches to address displacement;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. Purpose/Objective

The purpose of this MOU is for Olympia to contract with one consultant and share the costs associated with a Housing Displacement and Racially Disparate Impacts Analysis (“Contract”) for their respective jurisdictions, and that Olympia shall be the lead agency for contract purposes with the Consultant and shall invoice each Party for its respective percentage portion of the contracted services.

2. Scope of Agreement/Work

The responsibilities of the Parties are as follows:

- A. Olympia agrees to take the lead on entering into and managing a Contract with the selected consultant, BDS Planning & Urban Design, a Washington limited liability company (“Consultant”), to perform respective Housing Displacement and Racially Disparate Impacts Analysis for each Party’s jurisdiction as described in the Scope of Work attached hereto as Exhibit A.
- B. All expenses of the Contract will be shared among all the Parties as described in Section 3 of this MOU.
- C. The full amount of the contracted services will not exceed Ninety-Nine Thousand and 00/100 Dollars (\$99,000).
- D. Each City will provide one or more staff representatives who will participate in regular meetings with the Consultant, provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and schedule presentations to their City Council, Council Committees, or Planning Commissions, as appropriate.
- E. Each City’s representative will be responsible for the deliverables related to their jurisdiction and for communication with the Consultant.
- F. Each City’s staff representative will collaborate with the Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.
- G. Each City’s staff representative will participate in community engagement in their jurisdiction.

3. Method of Payment

- A. Olympia will be reimbursed from the other Parties for payment of contracted services by the Consultant at the conclusion of the Contract in the percentages set forth below. Each city agrees to pay its share of the cost of the contracted services within thirty (30) days to Olympia after being invoiced by Olympia:
 - a. City of Lacey: 32%
 - b. City of Tumwater: 22%
 - c. City of Olympia: 33%
 - d. City of Yelm: 13%

4. Duration of Agreement

The contracted services will be completed no later than February 28, 2025, or in the manner described under the termination section of any Professional Services Agreement with the Consultant.

5. Posting or Recording

Prior to its entry into force, this Agreement shall be posted upon the websites of the Parties or other electronically retrievable public source or filed with the Thurston County Auditor's Office or as required by RCW 39.34.040.

6. Modification

This Memorandum of Understanding may only be changed, amended, or modified, if in writing, and executed by each of the Parties hereto.

Steven J. Burney, City Manager
City of Olympia
Date: _____

Approved as to Form:

Mark Barber

City Attorney

Rick Walk, City Manager
City of Lacey
Date: _____

Approved as to Form:

City Attorney

Debbie Sullivan, Mayor
City of Tumwater
Date: _____

Approved as to Form:

City Attorney

Joe DePinto, Mayor
City of Yelm
Date: _____

Approved as to Form:

City Attorney

**EXHIBIT “A”
SCOPE OF WORK
HOUSING DISPLACEMENT ANALYSIS AND COMPREHENSIVE PLAN RECOMMENDATIONS FOR
THE CITIES OF LACEY, OLYMPIA, TUMWATER AND YELM**

(“Consultant”) will conduct a displacement analysis and provide separate recommendations to the Cities of Lacey, Olympia, Tumwater, and Yelm (“Cities”) to inform amendments to their respective housing elements as part of the Cities’ Comprehensive Plan updates. The Washington State Legislature recently adopted changes to the housing-related provisions of the Growth Management Act (GMA) as part of HB 1220 (2021).

The Consultant will develop a racial equity and displacement report in line with state guidance that identifies local policies and regulations that result in racially disparate impacts, displacement risks, and areas where people may be at higher risk of displacement. The Consultant will develop proposed strategies and policies to support anti-displacement measures and begin to undo the impacts of local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing as defined in RCW 36.70A.070(2)(e)-(h).

HB 1220 (2021) significantly amended the requirements for the housing element of 20-year comprehensive plans developed under the Growth Management Act. The bill requires local governments to adopt comprehensive plans that contain a housing element that, among other things:

[...]

(e) Identifies local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:

- (i) Zoning that may have a discriminatory effect;*
- (ii) Disinvestment; and*
- (iii) Infrastructure availability;*

(f) Identifies and implements policies and regulations to address and begin to undo racially disparate impacts, displacement, and exclusion in housing caused by local policies, plans, and actions;

(g) Identifies areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments; and

(h) Establishes anti-displacement policies, with consideration given to the preservation of historical and cultural communities as well as investments in low, very low, extremely low, and moderate income housing; equitable development initiatives; inclusionary zoning; community planning requirements; tenant protections; land disposition policies; and consideration of land that may be used for affordable housing.

[...]

Consultant Responsibilities:**TASK 1 – Kickoff Meeting, Coordination and Administration (May-November 2024)**

Task 1.1: Project Kick-Off

A project kick-off meeting will include key members of the consulting team and be an opportunity to get acquainted with Cities' staff, review the scope of work, identify critical issues, and establish priorities for the project's timeline and budget. This kick-off meeting will ensure that Cities' staff are aligned in expectations of the Consultant's work. Key elements of this kick-off meeting will be refining the approach, scope timeline and anticipated outcomes/deliverables. Consultant and the Cities will also discuss the designation of key staff to support the process, schedule regular meetings, and review City Council, Council Committees, or Planning Commission dates.

Task 1.2: Regular Project Planning Check-in

Following the kickoff meeting, the Consultant's Project Manager will schedule regular in-person/virtual project management check-ins with the Cities' Project Managers to review project progress, schedules, outstanding tasks, and related issues. Each City will provide a staff representative for regular check-in meetings with the Consultant.

Task 1.3: Planning & Coordination Meetings

Consultant will remain in close working contact with the Cities through phone calls, e-mail communication, virtual and in-person meetings. Consultant will track time daily, and will deliver detailed monthly invoices including descriptions of work accomplished and staff time to complete work.

Consultant deliverables: Kickoff agenda; meeting notes and documents; meeting schedule; monthly progress reports (to include information reviewed, summary of initial findings, any challenges encountered, key questions for further research, and next steps); monthly invoices.

TASK 2 – Background Research and Development of Methodology (May-July 2024)

Task 2.1: Lines of Questioning

The Consultant will work with key project stakeholders from each of the Cities to finalize research objectives, confirm the boundaries of the research, and establish data collection goals. The Consultant will explore three key questions for research:

- What past housing policies resulted in resident displacement and racially disparate impacts?
- What types of current housing policies create the risk of resident displacement and racially disparate impacts?
- What groups and communities are at the greatest risk of housing displacement and racially disparate impacts?

Task 2.2: Knowledge Debriefing

The Consultant will meet with the Cities and key stakeholders in housing development to gather critical context, debrief their unique perspective and to discuss assumptions about lines of questioning, potential outcomes, and the best way forward.

Task 2.3: Literature Review

The Consultant will complete a literature review of existing guidance, data, policy reports, and promising activities around displacement risk analysis and racially disparate impacts. This literature review will include, but is not limited to:

- A review of existing plans, studies, and documentation about housing policies within Lacey, Olympia, Tumwater, and Yelm.
- Guidance from Department of Commerce and reference materials; Displacement risk analysis models from other jurisdictions (Bellingham, Seattle, Portland, & Puget Sound Regional Council)
- Academic Field Scan: A review of the latest peer reviewed journals about systemic injustice within housing policy and best practices for anti-displacement strategies.
- Geospatial Field Scan: A review of relevant mapping zoning and land use layers related to housing policies
- Socio-Economic Demography Analysis: A review of census data and other sources of information about people in the study area, with a focus on Historical and cultural communities, Manufactured home communities, Low, very low, extremely low, and moderate-income households
- Power Mapping Analysis: Review of who drives the discussion, resourcing, and policy making around housing in the study area
- Bibliography development: Formatted list of sources cited during literature

Task 2.4: Defining Terms

The Consultant will define key terms by assessing literature review results to identify topical themes about anti-displacement, to compare the differing meanings of anti-displacement terminology, and to select and build consensus around the terminology to be used for housing anti-displacement housing policies in driving Lacey, Olympia, Tumwater, and Yelm.

Task 2.5: Evaluation Model – Selecting Indicators

An evaluation model allows for actively applying lessons learned during the literature review to the project area in question. Indicators bridge the gap between a literature review and lived experience by helping to measure and convey complex phenomena. To capture the status-quo of housing displacement in the four Cities, and to measure success of future housing policies, the Consultant will help the Cities evaluate questions such as:

- What is an acceptable rate of housing displacement?
- What elements about a housing policy suggest it contributes to housing displacement?
- What elements about a group or community make it a candidate for restorative housing justice for past displacement?

- What elements about a group or community make it at risk for housing displacement in the short, medium, and long term?

An indicators field scan supplements the literature review, allowing the Consultant to understand how other communities have measured past housing displacement, and future risk of the same. The Consultant will work with the Cities and key stakeholders to build consensus and select indicators that reflect the unique character and legacy of the four Cities.

Consultant deliverables: Summary document of methodology, references reviewed and incorporated, data and mapping elements to be analyzed.

TASK 3 – Outreach, Engagement & Analysis (July-September 2024)

Task 3.1: Outreach and Engagement

Consultant’s approach is to ensure that planning processes do not further oppress the communities they intend to serve. Consultant focuses on continuous learning and growth in this area to be sure that they do not exacerbate institutional racism. Consultant regularly examines their implicit biases in community engagement, including who they unconsciously exclude and why. Consultant holds themselves accountable to engaging and empowering participation and leadership among these groups, especially those that have been historically excluded and undermined in the planning process.

The Consultant will complete two phases of community engagement: pre-engagement and engagement.

Pre-Engagement Phase: The Consultant will establish expectations for community engagement, review community demographics, and work with the client to develop a list of leaders and/or groups that represent traditionally underrepresented communities and then interview those leaders/groups one-on-one. This early engagement informs the development of a *Community Engagement Plan*, where the Consultant will describe tailored engagement strategies that will engage specific communities.

Engagement Phase: The Consultant will offer a menu of options that maximize engagement and build lasting relationships and leadership between communities and Cities. Engagement options include key stakeholder engagement, topical focus groups, advisory boards, surveys, community forums, and other interpersonal strategies to reach consensus toward collaborative action. Following the development of an outreach and engagement framework that can align guiding principles and goals, the Consultant will prepare a project specific engagement and communications plan. This plan will outline intended public engagement activities, timelines, and specific strategies for reaching target audiences as well as all marketing materials. The Consultant will regularly evaluate the menu of engagement options.

A. Affinity Groups & Individual Interviews

The Consultant’s approach to Affinity Groups and Individual Interviews depends on the scale and complexity of the study and the Cities’ capacity for data gathering and analysis. Reasonable measures are developed closely with the Cities’ staff, who will gather the data and report in collaboration with the communities the programs serve. Consultant’s approach allows the Cities to choose an approach to measurement best suited to their expected outcomes. The Consultant will facilitate 4 – 6 affinity group

EXHIBIT A – Scope of Work – Page 4

Revised 3.2.21

meetings with targeted stakeholder communities, with support of subcontracted Community Based Organizations. Consultant will work with the Cities to identify potential affinity groups.

B. Identifying & Contracting with Community Based Organizations

The Consultant will convene staff from the Cities to align expectations for the engagement and community partnerships. The Consultant will work with the Cities to ensure that the recommendations out of any initiative have meaningful contribution and buy-in from targeted populations, but it will be of ultimate benefit for the Cities to establish the trust, accountability, and transparency needed to develop a leadership pipeline in community for ongoing collaboration.

The Consultant will identify, with the assistance of the Cities, Community Based Organizations who are trusted advocates in the community and recognized as respected leaders. The Consultant will subcontract with Community Based Organizations that are identified by the Consultant and the City. Recruitment strategies should bear in mind current gaps in engagement, community demographics, and language needs. Community Based Organizations will provide meeting space, facilitation, translation, interpretation, outreach, and/or engagement to support the Consultant's community engagement efforts.

Task 3.2 Data Collection

The Consultant will collect, evaluate, and analyze relevant data to determine which housing policies are producing injustice and which groups need the most support to reduce displacement risk. The Consultant will collect data to:

1. Identify areas that may be at higher risk of displacement from market forces that occur with changes to zoning development regulations and capital investments
2. Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing, including:
 - a. Zoning that may have a discriminatory effect;
 - b. Disinvestment; and
 - c. Infrastructure availability.

The Consultant will pair the analysis of readily available datasets with the more active affinity group engagement method.

Task 3.3 Conclusions

Results and findings will be assembled into a report to support the development of anti-displacement housing policies.

Consultant deliverables: Community Engagement Plan, affinity group and stakeholder meeting notes, summary document identifying areas and community groups at risk of displacement and causes of displacement; summary of policies resulting in racially disparate impacts, displacement and exclusion in housing.

TASK 4 – Develop Recommendations (September-November 2024)

Task 4.1 Policy & Regulation Development

Following Consultant's data collection and analysis, the Consultant will synthesize the feedback received from community engagement to develop the final policy and regulation as follows:

1. Debrief with staff about the results of the data collection and housing displacement analysis
 - a. The Consultant will share feedback from community engagement with Cities.
 - b. Initial policy discussions may start to take shape during this phase.
 - c. Additional research may be required to best address community concerns. This could include additional targeted outreach to the community to clarify certain points, or researching similar situations in other cities or contexts.
2. Rebalancing
 - a. The Consultant will assess with the Cities whether other community voices may need to be prioritized when selecting issues and feedback for policy influence.
3. Collective Review
 - a. The Consultant will provide opportunities for stakeholders to review early drafts to provide feedback. The Consultant will report on suggested changes and additional input to the Cities and incorporate changes, as agreed upon by the Cities.

Consultant deliverables: Summary document and/or tables listing potential policy or strategic interventions, and evaluation of options for use by each jurisdiction.

TASK 5 – Final Report & Presentations (November 2024-February 2025)

Task 5.1 Final reports

The Consultant will provide a draft report to staff and a final report that incorporates staff comments. The Consultant will produce a draft and final report with a focus on the challenges that community is facing with the existing system, including current knowledge of the system and recommendations for improvement. The report will identify areas and communities at risk of displacement and racially disparate impacts, including racial, ethnic and religious communities which have been subject to discriminatory housing policies in the past and displacement risk of very low-, low-, and moderate-income households. The report will also summarize community input and key themes that will help the Cities prioritize future investments in zoning, racial equity, and on capital improvements, as well as recommendations for policy changes.

Anti-displacement policies and investments may include, but are not limited to:

- Preservation of historical and cultural communities;
- Investments in low, very low, extremely low, and moderate income housing;
- Equitable development initiatives;
- Inclusionary zoning;
- Community planning requirements;
- Tenant protections;

EXHIBIT A – Scope of Work – Page 6

Revised 3.2.21

- Land disposition policies; and
- Consideration of land that may be used for affordable housing.

Consultant will provide an evaluation of interventions with regard to cost, difficulty, and impact of potential interventions. Policy recommendations or other anti-displacement strategies should include regional impact, as well as specific actions that could be undertaken by each City, based on displacement risk and current policies.

[Remainder of page left intentionally blank.]

Task 5.2 Documentation of The Full Record of All Public Comments and Input

The Consultant will coordinate with City staff to maintain documentation of the full record of all public comments and input received in all outreach efforts as well as documentation community participants and their contact information for future engagement.

Task 5.3 Public Information Materials

The Consultant will create print and digital information materials such as posters, brochures, Power-Point presentations based on City guidance.

Consultant deliverables: Draft and finalize the Housing Displacement Analysis Report; two presentations per City to each Cities’ City Council, Council Committees, or Planning Commission.

Timeline

The timeline may be adjusted to accommodate other Cities’ priorities or needs.

TASK	SCHEDULE
TASK 1 – Kickoff, Coordination and Administration	May – November 2024
TASK 2 – Background Research & Development of Methodology	May – July 2024
TASK 3 – Outreach, Engagement, & Analysis	July - September 2024
TASK 4 – Develop Recommendations	September - October 2024
TASK 5 – Final Report & Presentations	November 2024 – February 2025

Cities’ Responsibilities:

Research Support: Each City will be responsible for the outcomes of the report related to their jurisdiction, each City will provide data to the Consultant (such as policy documents, guidance materials, or Housing Action Plans), and each City will attend regular check-in meetings with the Consultant. Cities will collaborate with Consultant on proposed policy solutions, as needed, and will provide contacts for potential community engagement.

Facilities Support: Reserving meeting space in facilities or in online settings like Zoom (if needed).

TO: City Council
 FROM: Mary Heather Ames, Assistant Transportation & Engineering Director
 DATE: May 21, 2024
 SUBJECT: Resolution No. R2024-004 Six-Year Transportation Improvement Program

1) Recommended Action:

Adopt Resolution R2024-004, the proposed Six-Year Transportation Improvement Program (TIP) Update for 2025-2030, as recommended by the Public Works Committee at their May 9, 2024 meeting.

2) Background:

RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for city transportation improvements. Any project proposed for federal or state funding must appear in this program.

The proposed 2025-2030 TIP includes transportation projects included in the City's Comprehensive Plans, including the Capital Facilities Plan, Transportation Plan, and Recreation and Open Space Plan. It also includes projects that have been identified since the aforementioned plans were adopted. Projects are based on projected growth and available or projected funding. The timelines identified may change depending on growth and the availability of funding.

3) Policy Support:

Strategic Goal C. Create and Maintain a Transportation System Safe for all Modes of Travel
 - Ensure sustainable funding to maintain and improve streets and sidewalks

4) Alternatives:

- Approve the project list as presented.
- Recommend revisions to the project list.

5) Fiscal Notes:

Fiscal impacts of the Six-Year TIP will be identified through the on-going budget and Capital Facilities Plan processes. Current projected funding needs and sources are identified in the TIP.

6) Attachments:

- A. DRAFT Resolution No. R2024-004
- B. DRAFT Six-Year TIP Project Map 2025-2030

RESOLUTION NO. R2024-004

A RESOLUTION of the City Council of the City of Tumwater, Washington adopting a Six-Year Transportation Improvement Program for 2025-2030.

WHEREAS, RCW 35.77.010 requires that each city and town adopt annually, following a public hearing, a Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Tumwater City Council held a public hearing on May 21, 2024, to consider the 2025-2030 Six-Year Transportation Improvement Program detailing projected needs for street construction; and

WHEREAS, the Six-Year Transportation Improvement Program is consistent with the Comprehensive Plan, supports the health, safety, and welfare of the residents of Tumwater, and will benefit the public;

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

Section 1. Adoption. The City of Tumwater’s Six-Year Transportation Improvement Program for 2025-2030, attached hereto as Exhibit “A”, is hereby adopted.

Section 2. Ratification. Any act consistent with the authority and prior to the effective date of this Resolution is hereby ratified and affirmed.

Section 3. Severability. The provisions of this Resolution are declared separate and severable. The invalidity of any clause, sentence, paragraph, subdivision, section, or portion of this Resolution or the invalidity of the application thereof to any person or circumstance, shall not affect the validity of the remainder of the Resolution, or the validity of its application to other persons or circumstances.

Section 4. Effective Date. This Resolution shall become effective immediately upon adoption and signature as provided by law.

RESOLVED this ___ day of _____, 2024.

CITY OF TUMWATER

APPROVED AS TO FORM:

Debbie Sullivan, Mayor

Karen Kirkpatrick, City Attorney

ATTEST:

Melody Valiant, City Clerk



Six Year Transportation Improvement Program Summary 2025 - 2030

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			Funding Secured
		PLN	PE	RW	CN		Grant	Local	Total	
		CAPACITY								
1	E Street Connection		X			Engineering and right-of-way acquisition for E Street Connection. Construct new roadway with sidewalk, illumination, storm drainage, and intersection improvements connecting Capitol Boulevard and Cleveland Avenue.	\$6,600,000	\$0	\$6,600,000	No
2	Brewery District Plan - Streetscape Improvements		X	X	X	Implementation of select elements developed from the Brewery District Plan.	\$722,500	\$127,500	\$850,000	No
3	Henderson Boulevard Bridge		X	X	X	Design for future bridge replacement or widening to add capacity including non motorized facilities.	\$1,800,000	\$0	\$1,800,000	No
4	Old Highway 99 Corridor Improvements - 79th Avenue to 73rd Avenue		X		X	Design and construct urban road section and improvements as prescribed in the Old Highway 99 Corridor Study. To include addition of traffic lanes, turn lanes, multi-modal facilities, illumination, storm drainage, landscaping, medians and intersection improvements.	\$7,200,000	\$7,200,000	\$14,400,000	No
5	Old Highway 99 / 79th Avenue Roundabout		X	X	X	Design and construct roundabout at the intersection of Old Highway 99 and 79th Avenue.	\$0	\$4,500,000	\$4,500,000	Yes
6	Tumwater Boulevard Interchange		X	X	X	Design, acquire right-of-way, and construct improvements to the Tumwater Boulevard / I-5 Interchange. Phased project with an interim signal followed by a roundabout, a second roundabout, and overpass widening. Funds shown are for a temporary signal and two roundabouts. Local funds include	\$4,750,000	\$10,750,000	\$15,500,000	Partial
7	Trosper Road Capacity Study (Littlerock Road to I-5)	X				Planning and preliminary engineering for future project to address capacity and safety issues.	\$173,000	\$27,000	\$200,000	No

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program Summary 2025 - 2030

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			Funding Secured
		PLN	PE	RW	CN		Grant	Local	Total	
		PRESERVATION / ENHANCEMENT / MAINTENANCE								
8	Pavement Maintenance Program		X		X	This program provides for the maintenance and preservation of city streets, including Transportation Benefit District (TBD) projects.	\$0	\$15,000,000	\$15,000,000	Partial
9	Capitol Boulevard Plan, Corridor Improvements		X	X	X	Right of way acquisition for properties on the alignment of the N-S Road between Linda and Ruby Streets along with design and construction of select ADA and neighborhood improvements per the Capitol Boulevard Corridor Plan.	\$0	\$650,000	\$650,000	No
10	Safe Routes to School Program				X	Projects in this program seek to improve pedestrian and bicyclist safety near schools. Projects include sidewalks, lighting, ADA ramps, signage, markings, education, beacons and other improvements.	\$480,000	\$120,000	\$600,000	No
11	Traffic Signal Controller & Detection Upgrade		X		X	This project will replace the controllers and necessary associated hardware at eight intersections and will upgrade the detection equipment to current standard cameras at six intersections throughout Tumwater.	\$268,150	\$41,850	\$310,000	Yes
12	X Street Roundabout		X	X	X	Construction of a roundabout at the intersection of Capitol Boulevard and X Street as proposed in the Capitol Boulevard Corridor Plan.	\$2,941,000	\$1,675,591	\$4,616,591	Yes
13	I-5 & SR 121/93rd Avenue SE Interchange Study	X				In partnership with WSDOT, study to examine safety and multimobility issues, analyze alternatives, and conduct an Intersection Control Evaluation (ICE) at the intersections, if applicable.	\$224,000	\$34,960	\$258,960	No
14	Capitol Boulevard and Dennis Street Roundabout		X	X	X	Construction of a roundabout at the intersection of Capitol Boulevard and Dennis Street as proposed in the Capitol Boulevard Corridor Plan.	\$3,460,000	\$540,000	\$4,000,000	No
15	Capitol Blvd Median and Streetscape Reconstruction		X		X	Reconstruction of an existing median on Capitol Boulevard from E Street to M Street to incorporate low water use/drought-tolerant landscaping in addition to wider concrete curbing for more safe and efficient maintenance.	\$375,000	\$0	\$375,000	No
16	Somerset Hill Fish Passage Barrier Removal		X		X	This project will replace a current partial fish passage barrier with a bridge.	\$3,950,000	\$0	\$3,950,000	No

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction



Six Year Transportation Improvement Program Summary 2025 - 2030

Map #	Project Name	Phase in TIP*				Description	6-Year TIP Planned Fund Source / Project Cost			Funding Secured
		PLN	PE	RW	CN		Grant	Local	Total	
MULTIMODAL										
17	Deschutes Valley Trail, Segment A2		X	X	X	Construction of a paved walking/bicycling trail connection from Tumwater Falls Park to E Street.	\$2,000,000	\$1,000,000	\$3,000,000	Yes
18	Deschutes Valley Trail, Segment B		X	X	X	Construction of a paved walking/bicycling trail connection from Tumwater Valley Golf Course to south of E Street.	\$0	\$750,000	\$750,000	No
19	Deschutes Valley Trail, Segment C		X	X	X	Construction of a paved walking/bicycling trail connection from Tumwater Valley Golf Course to T Street.	\$0	\$3,000,000	\$3,000,000	No
20	Deschutes Valley Trail, Segment D		X	X	X	Construction of a paved walking/bicycling trail connection from T Street to Pioneer Park.	\$3,800,000	\$1,000,000	\$4,800,000	Yes
21	Mottman Road Improvements		X		X	Installation of sidewalk and street improvements on portions of Mottman Road. The project will have similar improvements to City of Olympia's portion (joint project).	\$1,700,000	\$0	\$1,700,000	Yes
22	Multimodal Improvements and Traffic Calming		X		X	Miscellaneous pedestrian, ADA ramp, and traffic calming improvements at various locations throughout the city.	\$0	\$2,900,000	\$2,900,000	Partial
23	2nd Avenue Pedestrian and Bicycle Improvements		X		X	Intersection improvements at 2nd and Linwood. Sidewalk, bulb-outs, curb ramps, paving, bike lanes on 2nd from Linwood to B Street.	\$2,115,000	\$1,635,000	\$3,750,000	Yes
24	Rural Road Shoulder Improvements		X	X	X	Construct widened shoulder along Rural Road from 48th Avenue to Linwood Avenue.	\$0	\$500,000	\$500,000	No
25	Percival Creek Fish Passage Barrier Removal				X	Replacement of a full barrier culvert with a four-sided box culvert. Includes roadway reconstruction and the addition of bike lanes and sidewalks throughout.	\$2,000,000	\$0	\$2,000,000	Yes
Totals							\$44,558,650	\$51,451,901	\$96,010,551	

*PLN - Planning, PE - Design, RW - Right of Way, CN - Construction

Six-Year Transportation Improvement Program

City of Tumwater

CAPACITY

1. E Street Connection
2. Brewery District Plan - Streetscape Improvements (not shown)
3. Henderson Boulevard Bridge
4. Old Highway 99 Corridor Improvements - 79th Ave to 73rd Ave
5. Old Highway 99 / 79th Ave Roundabout
6. Tumwater Boulevard Interchange
7. Trosper Road, Littlerock Road to I-5

PRESERVATION / ENHANCEMENT

8. Pavement Maintenance Program (not shown)
9. Capitol Boulevard Plan, Corridor Improvements
10. Linwood Avenue Sidewalk, Susitna Lane to 2nd Avenue
11. Safe Routes to School Program (not shown)
12. Traffic Signal Controller & Detection Upgrade (not shown)
13. X Street Roundabout
14. I-5 & SR-121/93rd Avenue SE
15. Capitol Boulevard and Dennis Street Roundabout
16. Somerset Hill Fish Passage Barrier Removal

MULTIMODAL

17. Deschutes Valley Trail, Segment A2
18. Deschutes Valley Trail, Segment B
19. Deschutes Valley Trail, Segment C
20. Deschutes Valley Trail, Segment D
21. Mottman Road Improvements
22. Multimodal Improvements and Traffic Calming (not shown)
23. 2nd Avenue Pedestrian Improvements
24. Rural Road Shoulder Improvements
25. Percival Creek Fish Passage Barrier Removal

